

I hereby certify that the taxes have been paid for five years preceding the date of said instrument, and that there are NO tax liens or titles held by the State for five years prior to the date of said instrument. This certification does not include current taxes now being collected.

[Signature] Date 12-17-2024



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12/17/2024 1:40:25 PM
LAKE COUNTY, MICHIGAN
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Receipt # 1-5431 Liber: 459 Pages: 772-812 # Pages: 41
\$30.00 DEED



Liber 459

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1 of 41

**CONSOLIDATING MASTER DEED
OF
PERE MARQUETTE OAKS CONDOMINIUM RV PARK**

(Act 59, Public Acts of 1978, as amended)

Consolidating Master Deed to Lake County Condominium Subdivision Plan No. 7

1. Consolidating Master Deed of Pere Marquette Oaks Condominium RV Park.
2. Exhibit A to Consolidating Master Deed: Condominium Bylaws of Pere Marquette Oaks RV Park.
3. Exhibit B to Consolidating Master Deed: Superseding Consolidated Condominium Subdivision Plan of Lake County Condominium Subdivision Plan No. 7 for Pere Marquette Oaks Condominium RV Park.

No interest in real estate is being conveyed by this Consolidating Master Deed. No revenue stamps are required.

This Instrument Drafted By: William A. Sikkel, Esq.
Sikkel & Associates, PLC
42 East Lakewood Blvd
Holland, Michigan 49424
(616) 394-3025



**CONSOLIDATING MASTER DEED
OF
PERE MARQUETTE OAKS CONDOMINIUM RV PARK**

This Consolidating Master Deed is made on December 12, 2024, by the **PERE MARQUETTE OAKS CONDOMINIUM RV PARK ASSOCIATION**, a Michigan nonprofit corporation, whose address is 6150 West 76th Street, Baldwin, Michigan, 49304 ("**Association**"), pursuant to the provisions of the Michigan Condominium Act, 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 1982, Act 113 of the Public Acts of 1983 and Act 379 of the Public Acts of 2000 ("**Act**").

Pere Marquette Oaks Condominium RV Park is a condominium project known as Lake County Subdivision Plan No. 7 (the "**Project**"), which was originally established by that Master Deed dated September 25, 2000, and recorded on October 19, 2000 in Liber 246, Page 064, Lake County Records, as amended by Amendment No. 1 to the Master Deed dated February 4, 2003 and recorded on April 8, 2003 in Liber 272 Page 1008 Lake County Records, and further amended by Amendment No. 2 to the Master Deed dated August 1, 2003 and recorded on August 12, 2003 in Liber 276 Page 1433 Lake County Records, and further amended by Amendment No. 3 to the Master Deed dated September 12, 2003 and recorded on September 15, 2003 in Liber 278 Page 273 Lake County Records, and further amended by Amendment No. 4 to the Master Deed dated June 9, 2005 and recorded on June 9, 2005 in Liber 296 Page 1557 Lake County Records, and further amended by Amendment No. 5 to the Master Deed dated June 27, 2006, and recorded June 27, 2006 in Liber 307 Page 1694 Lake County Records, as further amended by Amendment No. 6 to the Master Deed dated August 28, 2008 and recorded August 28, 2008 in Liber 328 Page 449 Lake County Records, and further amended by Amendment No. 7 to the Master Deed dated January 27, 2011 and recorded March 17, 2011 in Liber 346 Page 490 Lake County Records, as further amended by Amendment No. 8 to the Master Deed dated September 12, 2012 and recorded September 12, 2012 in Liber 357 Page 1017 Lake County Records, as further amended by Amendment No. 9 to the Master Deed dated May 21, 2015 and recorded May 29, 2015 in Liber 377 Page 1163 Lake County Records, as further amended by Amendment No. 10 to the Master Deed dated July 13, 2016 and recorded on October 24, 2016 at Liber 388 page 69, Lake County Records, as further amended by Amendment No. 11 to the Master Deed dated September 22, 2023 and recorded on September 29, 2023 at Liber 449 Page 1297, Lake County Records, as further amended by Amendment No. 12 to the Master Deed dated August 21, 2024 and recorded on October 1, 2024 at Liber 457 Page 1464, Lake County Records (collectively the "**Original Master Deed**").

The Association has prepared and signed this Consolidating Master Deed, including, without limitation, the Condominium Bylaws attached to it as **Exhibit A** and the Condominium Subdivision Plan attached to it as **Exhibit B**, as required by Sections 43 and 52 of the Act. This Consolidating Master Deed consolidates and supersedes the Original Master Deed in order to describe the Project as completed.



**ARTICLE I
DEDICATION**

By signing and recording this Consolidating Master Deed, the Association confirms the establishment of the Project as a condominium project under the Act. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions, and obligations set forth in this Consolidating Master Deed (including Exhibits A and B hereto) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Consolidating Master Deed (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall be a burden on, and a benefit to all persons acquiring or owning an interest in the Condominium Project. or in the real property hereby dedicated to the Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Consolidating Master Deed (including Exhibits A and B hereto) has been set forth in furtherance of the establishment of the Project.

**ARTICLE II
LEGAL DESCRIPTION**

The real property which is dedicated to the Condominium Project established hereby is situated in Lake County, Michigan and is legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 17 NORTH, RANGE 14 WEST, DESCRIBED AS: COMMENCING AT THE EAST QUARTER POST OF SECTION 24, TOWN 17 NORTH, RANGE 14 WEST; THENCE NORTH 89° 35' 10" WEST ON THE EAST AND WEST QUARTER LINE 433.16 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ON SAID QUARTER LINE NORTH 89° 35' 10" WEST 420.34 FEET (DEEDED AS 421.32 FEET) TO THE EAST LINE OF STAR LAKE STORAGE CONDOMINIUM; THENCE NORTH 01° 05' 16" WEST ON SAME, 191.27 FEET TO THE NORTH LINE OF STAR LAKE STORAGE CONDOMINIUM; THENCE SOUTH 88° 49' 47" WEST ON SAME, 399.83 FEET TO THE EAST LINE OF KIMBERLY SUBDIVISION AS RECORDED IN LIBER 3 PAGE 24, LAKE COUNTY RECORDS; THENCE NORTH 01° 05' 16" WEST ON SAME, 1139.41 FEET; THENCE NORTH 89° 38' 56" EAST (DEEDED AS NORTH 89° 42' 40" EAST) 818.43 FEET; THENCE SOUTH 01° 10' 10" EAST 1320.57 FEET TO THE PLACE OF BEGINNING

**ARTICLE III
DEFINITIONS**

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement, or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:



- A. "Act" means the Michigan Condominium Act, being 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 1982, Act 113 of the Public Acts of 1983 and Act 379 of the Public Acts of 2000.
- B. "Association" means Pere Marquette Oaks Condominium RV Park Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.
- C. "Association Bylaws" means the corporate Bylaws of the Association.
- D. "Board of Directors" or "Board" means the Board of Directors of the Association.
- E. "Common Elements", where used without modification, means both the general and limited common elements, if any, as defined in Article V hereof.
- F. "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project setting forth the rights and obligations of the co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Consolidating Master Deed.
- G. "Condominium Documents" means and includes this Consolidating Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
- H. "Condominium Premises" means and includes the land and all improvements and structures thereon (except the dwelling units and other improvements constructed by the Co- owners) and all easements, rights and appurtenances belonging to the Condominium Project as described above.
- I. "Condominium Project" means Pere Marquette Oaks Condominium RV Park, a Condominium Project established pursuant to the Act.
- J. "Condominium Subdivision Plan" means Exhibit B hereto.
- K. "Condominium Unit" or "Unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Exhibit B hereto. Each unit shall consist of the exclusive use of all the airspace and soils as described in Exhibit B within the unit boundaries and an easement over the underlying common area for a water well.
- L. "Co-owner", "Owner" or "Member" each means a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a condominium unit within the Condominium Project and, therefore, is a member of the Association.



M. Intentionally Deleted.

N. "Master Deed" means this Consolidating Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

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, and vice versa.

**ARTICLE IV
TITLE AND NATURE**

The Condominium Project shall be known as Pere Marquette Oaks Condominium RV Park, Lake County Subdivision Plan No. 7. Prior to the commencement of construction, the engineering plans and architectural plans, if any, for the Condominium Project were approved by Lake Township, Lake County, Michigan. Such approval was evidenced by the issuance of a building permit. The architectural plans for all dwellings and other improvements to be constructed within the Project were approved by Lake Township and filed with Lake Township. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains individual units to be used for recreational vehicle purposes, and each unit has been designed and intended for separate ownership and use. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

**ARTICLE V
COMMON ELEMENTS**

The common elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements.

The General Common Elements are:

1. Land. The land described in Article II hereof including the land lying below each unit.
2. Improvements. All roads, sidewalks, parking, lawns, landscaping, recreational facilities and other improvements not identified as Limited Common Elements and not located within the boundaries of a condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium unit shall be owned in their entirety by the co-owner of the unit



in which they are located and shall not, unless otherwise expressly provided in the condominium documents, constitute common elements.

3. The telephone system (if any) throughout the Condominium Project not located within the boundaries of a unit.
4. The electrical system throughout the Condominium Project not located within the boundaries of a unit.
5. The water supply and distribution system; storm water discharge and detention system and sanitary sewer system (if any) throughout the Condominium Project not located within the boundaries of a unit.
6. The gas line system (if any) throughout the Condominium Project not located within the boundaries of a unit.
7. Any television cable network or facilities that may from time to time be installed in the Condominium Project not located within the boundaries of a unit.
8. Such other elements of the Condominium Project not herein designated as general nor limited common elements which are not enclosed within the boundaries of any unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be general common elements only to the extent of the co-owners' interest therein, if any.

B. Upkeep of Common Elements and Units: Payment of Utility Bills. The cost of improvement, maintenance, repair and replacement of the common elements (except the land lying below a unit) shall be borne by the Association, except to the extent of maintenance, repair or replacement due to the act or neglect of a co-owner or his agent, guest, invitee, family member or pet, for which such co-owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association or by the common elements shall be repaired at the expense of the Association.

The improvement, maintenance, repair, and replacement of the common elements is subject to such written standards as may be established by the Board of Directors or its designee(s).

Each co-owner shall be responsible for payment of the utilities attributable to his unit and shall be responsible for the improvement, maintenance, repair and replacement of his unit and any improvements located within the unit, including the general common land



lying below his unit; the utilities within the unit; any driveway or sidewalk appurtenant to his unit and any landscaping which he may supply to his unit.

Any maintenance, repair or replacement (the cost of which is to be borne by the co-owner) may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner.

- C. **Use of Common Elements.** No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

**ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

- A. **Description.** Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Pere Marquette Oaks Condominium RV Park as surveyed by Mitchell Surveys, Inc. and attached hereto as Exhibit B. Each unit shall consist of all that space within the unit boundaries as shown in Exhibit B and delineated with heavy outlines, together with all appurtenances thereto.
- B. **Percentage of Value.** The total value of the Project is 100%. All Units are assigned an equal percentage of value because all Units are expected to have equal allocable expenses of maintenance.

The percentage of value assigned to each Unit shall be determinative of each Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association. The percentages of value allocated to the Units may be changed only with the unanimous consent of all of the co-owners and with the prior written approval of each holder of a first mortgage lien on any unit in the Project expressed in a duly recorded amendment to this Consolidating Master Deed.

**ARTICLE VII
EASEMENTS**

- A. **Easements for Maintenance and Related Matters.** There shall be permanent easements to, through, over, under and across the Condominium Premises, including all units:
 1. for the maintenance and repair (including replacement) of all common elements, which easements shall be administered by the Association, and
 2. as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in



this Article VII as "utilities" or "utility services which utilities shall be administered by the Association.

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. No easement created under the Condominium Documents may be modified nor obligations with respect thereto varied without the consent of each person benefited thereby.

**ARTICLE VIII
CONVERTIBLE AREA**

(Intentionally Deleted)

**ARTICLE IX
EXPANDABLE CONDOMINIDM**

(Intentionally Deleted)

**ARTICLE X
AMENDMENT**

Except as otherwise expressly provided in this Consolidating Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Consolidating Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

A. Methods of Amendment

1. The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. Amendments modifying the types and sizes of units and their appurtenant common elements, showing minor variances and modifications to a unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional



participant in the secondary mortgage market which purchases or insures mortgages shall be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

2. Except as hereinafter provided, this Consolidating Master Deed, the Condominium Bylaws, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the co-owners and mortgagees. A mortgagee shall have one (1) vote for each mortgage held.
3. The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions may not be modified without the co-owner's consent.
4. Provided, however, that in no case, unless (i) all owners of the individual condominium units, and (ii) all of the first mortgagees have given their prior written approval, shall the Association be entitled to:
 - a. By any act or omission seek to abandon or terminate the Condominium Project;
 - b. Change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit and the common elements; or
 - c. Partition or subdivide any condominium unit.
5. Intentionally Deleted.
6. Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than ten (10) days before the amendment is recorded at their address reflected on the condominium records.
7. Intentionally Deleted.
8. Notwithstanding any provisions of this Consolidating Master Deed to the contrary; no provisions thereof or of Exhibit "B" relating to the construction, maintenance or operation of the water supply system or sewage disposal system shall be amended in any material respect without the prior written approval of the Lake County Health Department and the Michigan Department of Public Health.

B. Amendment Requirements

1. An amendment to this Consolidating Master Deed shall not be effective until the amendment is recorded.



2. A copy of the recorded amendment shall be delivered to each co-owner.
3. 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 shall be deemed expenses of administration.

**ARTICLE XI
ASSIGNMENT**

(Intentionally Deleted)

**ARTICLE XII
CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan. shall be applicable to and govern this Consolidating Master Deed and all activities related thereto.

[signatures on following page]



IN WITNESS WHEREOF, the undersigned has executed this Consolidating Master Deed as of the date first written above.

Dated: December 12, 2024

Association:

Pere Marquette Oaks Condominium RV Park Association

By: Debra L. Smith
Debra L. Smith
Its President

Acknowledged before me in Kent County, Michigan on December 12, 2024 by Debra L. Smith, as President of Pere Marquette Oaks Condominium RV Park Association, a Michigan non-profit corporation, for the corporation.

By: [Signature]
Notary Public Rocken Simons
State of Michigan, County of Oakland
Acting in the County of Kent
My Commission Expires 3/4/2027

Drafted By and After Recording Return To:
William A. Sikkel, Esq.
Sikkel & Associates, PLC
42 East Lakewood Blvd
Holland, MI 49424
(616) 394-3025



**EXHIBIT A
TO CONSOLIDATING MASTER DEED**

**CONDOMINIUM BYLAWS
OF
PERE MARQUE'ITE OAKS CONDOMINIUM RV PARK**

**ARTICLE I
THE CONDOMINIUM**

Section 1. Organization. Pere Marquette Oaks Condominium RV Park, a recreational vehicle condominium located in the Township of Lake, Lake County, Michigan (the "Condominium"), shall be administered by an association of co-owners (the "Association") which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Compliance. All present and future co-owners (who shall be "members" of the Association as provided in Article II, Section 1, below; the terms "members" and "co-owner" are used interchangeably herein), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a unit or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

Section 3. Purpose of Bylaws. These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

**ARTICLE II
MEMBERSHIP AND VOTING**

Section 1. Membership. Each co-owner of a Condominium unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a member in



the Association fund and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. Voting Rights. Except as limited in the Master Deed and in these Bylaws, the members owning each unit shall collectively be entitled to one vote per unit.

Section 3. Persons Entitled to Vote. If one person owns a unit, he shall establish his membership in the Association and his right to vote by presenting evidence of his ownership. If more than one person owns a unit, all of the record owners of the unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the unit's membership in the Association, to cast the vote for the unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the co-owner thereof, and shall be signed and dated by all co-owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the unit concerned.

Section 4. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by Article II, Section 5 of the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting. In lieu of a meeting, votes may also be cast by written ballot approving a specific matter, with said ballot delivered to the Association President in person or via U.S. Mail.

Section 5. Majority. At any meeting of the members at which a quorum is present, fifty-one percent (51%) in number of the members voting, whether in person, by telecommunications, or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed or by law.

**ARTICLE III
MEETINGS AND QUORUM**

Section 1. Intentionally Deleted.

Section 2. Intentionally Deleted.

Section 3. Annual Meetings of Members. An annual meeting of the members shall be held in each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent to each person entitled to vote at the meeting by either (i) first-class mail,



postage prepaid, or (ii), by electronic mail to those members who have provided their email address to the Association and have consented to receiving notifications via electronic mail

Section 4. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the members upon a petition signed by 25% of the co-owners and presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Quorum of Members. Unless otherwise provided herein, the presence, in person or by proxy, of fifty-one percent (51%) in number of the members entitled to vote shall constitute a quorum of members. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than thirty (30) days.

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, term of office, manner of election, removal and replacement, meetings, quorum, and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

Section 2. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the power and duty:

- (a) To manage and administer the affairs of and to the Condominium, all appurtenances thereto, and the common elements, property and easements thereof;
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;
- (e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the



Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

(g) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium unit, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the members of the Association and to further any of the purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on Association property; provided, however, that any such action shall first be approved by the affirmative vote of more than two-thirds (2/3) of the Association members in number at a meeting of the members duly called;

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

(j) Intentionally Deleted.

(k) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws, rules and regulations of this Association as may hereafter be adopted, and to sue on behalf of the members with respect to the Condominium;

(l) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended by Act No. 538 of the Public Acts of 1982, Act No. 113 of the Public Acts of 1983, and Act No. 379 of the Public Acts of 2000.

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them,



unless at least two-thirds (2/3) of the members in number and two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned) have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium, shall not be deemed a transfer for these purposes.

Section 3. Managing Agent. The Board of Directors may employ, at a compensation established by it, a Managing Agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. Any Director, or any related person or entity, may serve as Managing Agent if so appointed. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Condominium unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management.

Section 4. Officers. The Association Bylaws shall provide for 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 Association officers not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the members.

Section 5. Action Prior to First Meeting. All of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors, before the first meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association members at the first or any subsequent meeting of members so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

Section 6. Indemnification of Officers and Directors. The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative. by reason of his being or having been a director or officer of the Association except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The



foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

ARTICLE V OPERATION OF THE PROPERTY

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession for 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.

Section 2. Costs and Receipts to be Common. All costs incurred by the Association to satisfy any liability arising within or caused by or in connection with the common elements, or caused by or in connection with the administration of the Condominium, shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any insurance policy carried by the Association securing the interests of the members against liabilities or losses arising within, caused by or connected with, the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of accounts showing all expenditures and receipts affecting the Condominium and its administration of the Condominium and which specify the operating expenses of the Condominium. Such books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred on behalf of the Association and members. The members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. The books of account shall be audited at least annually by qualified independent auditors, but such audit need not be a certified audit nor must the auditors be certified public accountants. The cost of such audit, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Condominium unit who so requests shall be given a copy of the audit report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each member a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. Regular Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year, as those items are defined by these Bylaws, and all other common expenses. The budget also shall allocate and assess all such common charges against all members in accordance with the percentage of value allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management, and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be



set aside for working capital of the Condominium, for a general operating fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The budget shall establish an adequate reserve fund for maintenance, repair, and replacement of the general and limited common elements, which fund shall be financed by regular annual payments rather than by special assessments. The Board shall advise each member in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all members, although failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (a) to pay the operation and management costs of the Condominium, (b) to provide for maintenance, repair or replacement of existing common elements, (c) to provide additions to the common elements not exceeding \$5,000 annually, or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment or assessments, and apportion them, as it deems necessary. Members shall pay all assessments levied in accordance with this Section 4 in annual installments commencing with acquisition of title to a unit by any means.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board of Directors from time to time, following approval by the members as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the common elements at a cost exceeding \$5,000 per year; (b) assessments for the purchase or lease of a unit in the Condominium pursuant to Article VIII, Section 3; (c) assessments to purchase a unit upon foreclosure of a lien for assessments, as described in Section 6 hereof; or (d) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including those assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than two-thirds (2/3) of all members in number, which approval shall be granted only by a vote of the members taken at a meeting of the members called in accordance with the provisions of Article III hereof.

Section 6. Collection of Assessments. Each member, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof, and no member 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. If any member defaults in paying the assessed common charges, interest at the maximum legal rate may be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Condominium unit may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments shall constitute a lien upon the unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of a lien that secures payment of assessments. Each



member, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium, 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 (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale". Each member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each member acknowledges that when he acquired title to his unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. Notwithstanding the foregoing, 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 ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent member at his last known address, of a written notice that an assessment, or any part thereof, levied against his unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject unit, and (e) the name of the member of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Lake County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of the mailing notice. If the delinquency is not cured within the (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative of the delinquent member designated in Article II, Section 3, above, and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney's 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 members in default and shall be secured by the lien on his unit. If any member defaults 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. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the unit from the member owning it or any persons claiming under him, and each member hereby covenants to the appointment of such a receiver. The Association may also stop furnishing any services to a member in default upon seven (7) days' written notice to such member of its intent to do so. A member in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.



If the holder of a first mortgage on a Condominium unit obtains title to the unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the unit which became due prior to the acquisition of title to the unit by such person; provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the members, including such person, its successors, and assigns, and that all assessments chargeable to the unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all members. When a member is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the member the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a unit at any foreclosure sale hereunder.

Section 7. Intentionally Deleted.

Section 8. Maintenance and Repair. As provided in the Master Deed, the Association shall maintain and repair the general common elements. The costs thereof shall be charged to all the members as a common expense, unless necessitated by the negligence, misuse or neglect of a member, in which case such expense shall be charged to such member. The Association or its agent shall have access to each unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agent shall also have access to each unit at all times without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

If any member fails to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such member for any necessary damage to his unit caused thereby in gaining such access, the costs of which damages shall be borne by such member. Unless otherwise provided herein or in the Master Deed, damage to a unit or its contents caused by the repair or maintenance activities of the Association, or by the common elements, shall be repaired at the expense of the Association.

All other maintenance and repair obligations shall, as provided in the Master Deed, rest on the individual member. Each member shall maintain his unit in a safe, clean and sanitary condition. Each member 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 member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, his family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the



Association is excluded by virtue of a deductible provision, the responsible member shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual member may be assessed to and collected from the responsible member in the member provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 9. Taxes. All special assessments and property taxes shall be assessed against the individual units and not upon the total property of the Condominium or any part thereof.

Section 10. Documents to Be Kept. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by members, prospective purchasers and prospective mortgagees of Condominium units.

Section 11. Reserve for Major Repairs and Replacements. The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a cumulative basis. Monies in the reserve fund shall be used for major repairs and replacement of common elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association of members should 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.

Section 12. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a 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 the same fully enforceable against such purchaser and the unit itself.

**ARTICLE VI
INSURANCE, REPAIR OR REPLACEMENT;
CONDEMNATION; CONSTRUCTION LIENS**

Section 1. Insurance. The Association shall carry fire and extended coverage, vandalism, malicious mischief and liability insurance, workmen's compensation insurance, if applicable, and



such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the members and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of members' units. It shall be each member's responsibility to obtain insurance coverage for the improvements to his unit and his personal property located within his unit or elsewhere in the Condominium and for his personal liability for occurrences within his unit and also for alternative living expenses. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all members shall use their best efforts to see that all property and liability insurance carried by the Association or any member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any member or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any member, and vice versa.

(b) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association.

(c) Public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each member, director and officer thereof, and any managing agent.

(d) All premiums upon insurance policies purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(e) Proceeds of all insurance policies owned by the Association shall be received by the Association and distributed to the Association, the members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all members, and all of the holders of mortgages on units in the Condominium have given their prior written approval.

(f) All insurance carried by the Association shall, to the extent possible, provide for cross- coverage of claims by one insured against another.

Section 2. Appointment of Association. Each member, by ownership of a unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact



to act in connection with all matters concerning insurance pertinent to the Condominium, his unit and the common elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the members and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If a common element is damaged, such property shall be rebuilt or repaired, unless the members unanimously vote that the Condominium shall be terminated and each holder of a mortgage lien on any Condominium unit has given its prior written approval of such termination.

(b) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage, unless the members and each holder of a mortgage lien on any Condominium unit shall unanimously decide otherwise.

(c) If the damage is only to a part of a unit which it is the responsibility of a member to maintain and repair, it shall be the responsibility of the member to repair such damage in accordance with the subsection (d) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. The Association promptly shall notify each holder of a mortgage lien on any of the Condominium units if any unit or any part of the common elements is substantially damaged or destroyed.

(d) Each member shall be responsible for the reconstruction and repair of his unit.

(e) The Association shall be responsible for the reconstruction and repair of the common elements, and for any incidental damage to a unit and the contents thereof caused by such common elements or the reconstruction repair thereof. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(f) Any insurance proceeds received, whether by the Association or a member, shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly



assessments, as set forth in Article V, Section 4 hereof.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain.

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all members for any taking of common elements. Any negotiated settlement shall be subject to the approval of more than two thirds (2/3) of the members in number and shall thereupon be binding on all members.

(b) If an entire unit is taken by eminent domain the award for such taking shall be paid to the Association for the benefit of the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the member and his mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the common elements belonging to the member whose unit has been taken shall thereafter appertain to the remaining units, including those restored or reconstructed under the provisions of this Section.

(c) If any condemnation award shall become payable to any member whose unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such member and his mortgagee, as their interests may appear. If only a part of any unit is taken, the Association shall, if practical, use the award to rebuild the same to the extent necessary to make it habitable and remit the balance of the condemnation proceeds attributable to such unit to the owner and mortgagee thereof, as their interests may appear.

(d) If any portion of the Condominium other than any unit is taken, the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty percent (50%) of the members in number at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

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

(f) If any Condominium unit, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so



notify each holder of a mortgage lien on any of the Condominium units.

(g) If the taking of a portion of a Condominium unit makes it impractical to rebuild the partially taken unit to make it habitable, then the entire undivided interest in the common elements appertaining to that Condominium unit shall thenceforth appertain to the remaining Condominium units, and shall be allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium unit shall thenceforth be a common element.

(h) Votes in the Association of members and liability for future expenses of administration appertaining to a Condominium unit taken or partially taken (as provided in subsection (g) hereof) by eminent domain shall thenceforth appertain to the remaining Condominium units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

Section 5. Construction Liens. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium unit may attach only to the unit upon or for the benefit of which the work was performed.

(b) Intentionally Deleted.

(c) A construction lien for work authorized by the Association may attach to each unit only to the proportional extent that the member owning the unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Association.

If a member is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

Section 6. Notice to FHLMC. If any mortgage in the Condominium is held by the Federal Home Loan Mortgage corporation ("FHLMC"), then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the common elements of the Condominium, if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount.

Section 7. Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking



of Condominium units, common elements or both.

ARTICLE VII USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units, the use of Condominium property shall be subject to the following limitations:

(a) **Uses.** No Condominium unit shall be used for other than single-family recreational vehicle purposes and the common elements shall be used only for purposes consistent with the use of single-family recreational vehicles. No unit (except any unit as may be reserved for the use of a manager) may be occupied, nor may the water supply system be operated to serve any other unit, during the period from the first day in February through the first day in March of each year. No commercial activity of any kind whatsoever shall be conducted on or from any unit, except that work from home type of activities that do not involve any customers or commercial deliveries coming to the Unit shall be permitted.

(b) **Living Accommodations.** All units are restricted to one travel trailer, motor home, fifth wheel or park model (RV). Units must be modern, commercially manufactured and presentable in looks and repair. All such are subject to the approval and disapproval of the Association. Excluded, among others, are mobile homes, tents, truck campers, "pop-up" campers and boats.

(c) **Exterior Storage and Condition.** The exterior use and/or storage of refrigerators, freezers, large tool chests, boat equipment, or vehicle parts and anything else not deemed compatible to the unit and surroundings is prohibited. No unsightly condition shall be maintained upon any porches, decks or yards or under the RV and only furniture and equipment consistent with ordinary porch, deck or yard use shall be permitted to remain there during seasons when such areas are reasonably in use. Boats, boat trailers and utility trailers shall be permitted if parked entirely on the Unit owner's paved driveway.

(d) **Utilities.** Each RV shall be connected to park utilities in a safe and sanitary manner: electric - proper sized cord and fused properly; water - connection without leaks and sewer - no air nor water leaks, properly trapped and rigid pipe only for park model and other RVs when possible.

(e) **Tie Downs.** Tie downs are recommended and may be required by the Association.

(f) **Intentionally Deleted.**



(g) **General Restrictions.** 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 members, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. "Quiet Hours" shall be observed daily from 10:00 P.M. to 8:00 A.M.

No member owning any unit shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

(h) **Common Elements.** The common elements shall not be used to store supplies, materials, personal property, trash nor refuse of any kind, except as provided in duly adopted Association rules and regulations. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash in accordance with any contract for trash collection maintained by the Association. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a member, either in his unit or upon the common elements, which spoils the appearance of the Condominium.

Any improvements constructed or maintained on the Common Elements shall be repaired, maintained, and replaced by the Unit Owner who constructed such improvements, and not the Association. This provision is not a waiver by the Association of any objection to improvements constructed without authorization.

(i) **Use of Common Elements.** Landscaped areas, roads, parking areas and, in general, all of the general common elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

(j) **Dangerous Weapons.** No member shall use, nor permit any occupant, agent, employee, invitee, guest or member of his family to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

(k) **Signs.** No signs nor other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" and "For Rent" signs, without written permission from the Association.

(l) **Pets.** No animal shall be kept except common indoor household pets. No "exotic" pet shall be allowed. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage nor dangerous animal shall be kept. No such pets may be



permitted to be off leash, except on the owners Unit. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V, Section 4, of these Bylaws if the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted. All pets must be properly licensed and kept up to date on all vaccinations.

(m) Vehicles. No RVs (other than the occupied unit) nor vehicles, other than automobiles or light trucks, may be parked nor stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association (if any). Co-owners shall park their automobiles or light trucks in their driveways. Boats, snowmobiles, off-road vehicles, motorcycles and similar vehicles, together with their trailers may be parked on the unit while it is occupied, subject to any rules and regulations of the Association. Except for golf-carts, no off-road vehicles, dirt bikes, go-carts or similar unlicensed vehicles shall be operated on the premises of the Condominium, other than for ingress and egress directly to and from the Condominium. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register all vehicles maintained in the Condominium with the Association. Any parking on the streets shall be permitted only on one side as designated by the Association.

(n) Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and management of the units and common elements may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors established in the Articles of Incorporation (and its successors). Copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing, or sending through electronic mail (e-mail); or personal delivery thereof to the designated voting representative of each member. Any such regulation or amendment may be revoked at any time by the affirmative vote of fifty one percent (51%) or more of all members in number at any duly convened meeting of the Association.

(o) Intentionally Deleted.

Section 2. Construction Standards. The following restrictions will apply to construction and improvements by Co-owners on their units:

(a) Site Plan Review. The Association, though its Board of Directors, shall have the right to appoint members to serve on a Review Committee to act as the Design Agent as referred to herein. In the absence of the formation of a Review Committee, the Board of Directors shall



act as the Design Agent. The Design Agent shall review and approve the placement, design and exterior finish of park models as well as other site improvements for any building or improvements on any unit. This review applies to the original building and improvements and to later additions or alterations.

(b) **Recreational Vehicle Size.** All park models must have a maximum area of 400 square feet. All other RVs shall have a minimum length of 20 feet and a maximum length of 45 feet.

(c) **Permitted Additions.** Cabanas, screen rooms, porches, decks and skirting are permitted subject to site plan review. Total area of such additions shall not exceed 800 square feet.

(d) **Construction Standards.** All construction (other than RVs and park models) must meet the BOCA Building Code together with state and local ordinances and regulations.

(e) **Outbuildings.** All new or remodeled outbuildings shall have vinyl siding. The dimensions of such outbuildings shall not exceed 10' x 12' with 8' high side walls, and shall have a peaked roof not exceeding 12' in height.

(f) **Paving.** Driveways and sidewalks shall be surfaced with processed gravel or other aggregate, concrete, asphalt or brick and shall match into the edge of existing streets and sidewalks.

(g) **Landscaping.** Trees over 4" in diameter cannot be removed without the Design Agent's approval. Flower gardens are permitted and should be placed where they will not interfere with lawn mowing and trimming operations. No other landscaping shall be done without the Design Agent's approval. Landscaping shall be maintained in a healthy and attractive condition by the Co-owner.

Section 3. Enforcement and Limitation on Amendment. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

In consideration of the granting of a Special Use Permit for the Condominiums, the Lake Township Board, through its authorized representatives, is hereby authorized, on 30 days prior written notice to the Association, to undertake such enforcement procedures for the violation of the provisions of this Article VII as may be taken by the Association pursuant to this Section. Notwithstanding the provisions for amendment of these By-laws set forth below, no material amendment of the provisions of this Article VII shall be valid and enforceable without the written approval of such amendment by the Lake Township Zoning Board.



ARTICLE VIII APPROVAL OF TRANSFER OR LEASE

Section 1. Approval Required. No member owning any unit may lease his or her Unit except as provided in this Article VIII.

Section 2. Notices of Desire and Intent.

(a) A member who desires to rent or lease his Condominium unit for 6 months or more shall provide notice of such desire to the Board of Directors at least ten (10) days before entering into a lease agreement with a potential tenant. At the same time, the member shall provide to the Board a copy of the exact lease form proposed so that the Board may review it for compliance with the Condominium Documents. Tenants and non co-owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state. The Board shall advise the member of any deficiencies in the lease form and the member shall correct such deficiencies as directed by the Board before presenting a copy of the lease form to a potential tenant. There are no restrictions on the number of days a Unit may be leased.

(b) In addition, a member who intends to sell or lease his unit, or any interest therein, shall give the name and address of the intended purchaser or tenant and such other information concerning the intended sale or lease the Board may reasonably require. The giving of such notice of intent shall constitute a warranty and representation by the member to the Association as hereinafter provided that such member believes the proposal to be bona fide in all respects. No proposed transaction shall be considered by the Board under this Article VIII, and no notice of a proposed transaction shall be deemed given, which is not evidenced by an exact copy of the agreement of sale or lease subject to the approval and right of first refusal contained herein. Such agreement must be executed by the selling or leasing member and the proposed purchaser or tenant and must contain all pertinent terms of the sale or lease proposed to be made. If the notice and information herein required is not presented to the Board, then at any time after learning of a transaction or event transferring ownership or possession of a unit, the Board may, without notice, disapprove the transaction or new ownership.

Section 3. Approval or Disapproval. Within thirty (30) days after receipt of a notice of intent described in subsection 2(b) of this Article VIII, together with all information requested by it within ten (10) days of such notice, the Board of Directors must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser or tenant. If disapproved, the Association shall provide a formal written notice as to the reason for disapproval.

In the event of a transfer, or attempted transfer, by operation of law, the Board shall have thirty (30) days after its receipt of notice thereof, together with all information requested by it, to purchase the unit for its fair market value in accordance with the terms of this Section 3.

Section 4. Exempt Transactions. This Article shall not apply to a public or private sale held pursuant to foreclosure of a mortgage, transfer of title to a mortgagee by deed in lieu of



foreclosure or similar remedy, or transfer of title pursuant to any other remedy contained in a mortgage, to the first subsequent transfer of title by any mortgagee or other person acquiring ownership by any of these means or to any lease by a mortgagee. Transfer by bona fide gift, devise or inheritance shall not be subject to this Article, provided that a member who has obtained his title by gift, devise or inheritance shall give notice to the Board of Directors of the acquisition, together with such personal information as the Board may reasonably require and a certified copy of the instrument evidencing his title. The Board of Directors shall thereupon have the right to purchase set forth in Section 3 hereof.

Section 5. Additional Restrictions on Leasing. The Board may, except to the extent prohibited by law, require a security deposit from any proposed tenant of a recreational vehicle unit as a condition to the approval of any lease.

Section 6. Non Co-Owner Compliance.

(a) All non co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Association determines that a non co-owner occupant has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action:

(i) The Association shall advise the appropriate member by certified mail of the alleged violation by a person occupying his unit.

(ii) The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association. that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, an action for eviction against the non co-owner occupant and, simultaneously, for money damages against the member and non co-owner occupant for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the non co-owner occupant and the member liable for any damages caused to the Condominium.

**ARTICLE IX
MORTGAGES**

Section 1. Mortgage of Units. Intentionally Deleted.

Section 2. Notice of Mortgage. A member who mortgages a unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled



"Mortgages of Units". Any such mortgage shall contain provisions requiring notice of default or foreclosure to be given to the Association in the same manner as given to the mortgagee.

Section 3: Notice of Default. The Association shall give to the holder of any mortgage covering any unit in the project written notification of any default in the performance of the obligations of the member owning such unit that is not cured within sixty (60) days.

Section 4. Notice of Meetings. Upon request submitted to the Association, any institutional holder of a mortgage lien on any unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 5. Acquisition of Title by Mortgagee. As provided in Article V, Section 6, any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, shall not be liable for such unit's unpaid assessments which accrue prior to acquisition of title by the first mortgagee.

**ARTICLE X
AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the members by an instrument in writing signed by them.

Section. 2. Meeting to be Held. If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3. Vote Required. These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3) of all members in number and two-thirds (2/3) of all mortgagees at any regular meeting, or at a special meeting called for such purpose. For purposes of such voting, each mortgagee shall have one (1) vote for each mortgage held.

Section 4. Amendments Not Materially Changing Condominium Bylaws. The Board of Directors may enact amendments to these Condominium Bylaws without the approval of any member or mortgagee, provided that such amendments shall not materially alter or change the rights of a member or mortgagee.

Section 5. Amendments Concerning Leases. Provisions in these Bylaws relating to the ability or terms under which a member may rent his unit may not be modified and amended without the consent of two-thirds (2/3) of the members and mortgagees.

Section 6. Effective Date. 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 the county where the Condominium is located. Without the prior written



approval of all holders of mortgage liens on any unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I, Section 2; Article IV, Sections 2 and 3; Article V, Sections 3, 4 and 6; Article VI; Article IX; and Article X, Section 3 and 6; or to any other provisions hereof that alters or changes materially the rights of any member or mortgagee.

Section 7. Costs of Amendment. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments adopted pursuant to Article X, Section 3, or pursuant to a decision of the Board of Directors shall be expenses of administration.

Section 8. Notices; Copies of Amendment. Members and mortgagees of record of Condominium units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to these Condominium Bylaws shall be furnished to every member after recording; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article or the Act shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

Section 9. Limitation on Amendment. Notwithstanding any provisions of these Condominium Bylaws to the contrary, no provisions thereof relating to the construction, maintenance or operation of the water supply system or sewage disposal system shall be amended in any material respect without the prior written approval of the Lake County Health Department and the Michigan Department of Public Health.

**ARTICLE XI
DEFINITIONS**

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

**ARTICLE XII
REMEDIES FOR DEFAULT**

Section 1. Relief Available. Any default by a member shall entitle the Association or another member or members to the following relief:

- (a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved member or members.



(b) In any proceeding arising because of an alleged default by any member, 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 member be entitled to recover such attorneys' fees.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against members after notice and opportunity for bearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) 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, where reasonably necessary, upon the limited or general common elements, or into any unit, and summarily remove and abate, at the expense of the violating member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents

Section 2. Failure to Enforce. The failure of the Association or of any member 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 member to enforce such right, provision, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the Association or any member or members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

**ARTICLE XIII
ARBITRATION**

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the members or between such members and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter'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 such arbitration.



The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (a) individual appointed by the member and one (1) individual appointed by the Board of Directors of the Association. These two panelists will then promptly agree on the third member of the panel. No member who is a natural person may appoint himself or a member of his household to the panel. No corporate member may appoint one of its directors, officers or employees to the panel. Neither may a member serve on behalf of the Board.

The arbitration costs shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election by members 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. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No member shall be precluded from petitioning the Courts to resolve any dispute, claim of grievance in the absence of election to arbitrate.

ARTICLE XIV CONFLICTING PROVISIONS

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

- (1) The Consolidating Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium Bylaws;
- (3) The Articles of Incorporation of the Association;
- (4) The Bylaws of the Association; and
- (5) The Rules and Regulations of the Association.

ATTENTION COUNTY REGISTRAR OF DEEDS

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

REPLAT NO. 9 OF
LAKE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 7
EXHIBIT B TO THE MASTER DEED OF
PERE MARQUETTE OAKS
CONDOMINIUM RV PARK
LAKE TOWNSHIP, LAKE COUNTY, MICHIGAN

DEVELOPER

RECREATION PROPERTIES INVESTORS, LLC
85 CAMPAU CIRCLE NW.
GRAND RAPIDS, MI 49053

SURVEYOR

MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS INC.,
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET INDEX

- & ^ # ◊ ● † □ ○ Δ * 1.) TITLE & PROPERTY DESCRIPTION
- & # ◊ † □ ○ Δ * 2.) SURVEY PLAN & FUTURE DEVELOPMENT
- & 3.) SITE PLAN
- & ^ # ◊ ● † □ 3A.) SITE PLAN
- & ^ # ◊ ● † □ ○ Δ * 4.) UTILITY PLAN
- & # ◊ 5.) DATA SHEET

PROPERTY DESCRIPTION

SITUATED IN LAKE TOWNSHIP, LAKE COUNTY, MICHIGAN

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 17 NORTH, RANGE 14 WEST, DESCRIBED AS: COMMENCING AT THE EAST QUARTER POST OF SECTION 24, TOWN 17 NORTH, RANGE 14 WEST; THENCE NORTH 89° 35' 10" WEST ON THE EAST AND WEST QUARTER LINE 433.16 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ON SAID QUARTER LINE NORTH 89° 35' 10" WEST 420.34 FEET (DEEDED AS 421.32 FEET) TO THE EAST LINE OF STAR LAKE STORAGE CONDOMINIUM; THENCE NORTH 01° 05' 16" WEST ON SAME, 191.27 FEET TO THE NORTH LINE OF STAR LAKE STORAGE CONDOMINIUM; THENCE SOUTH 88° 49' 47" WEST ON SAME, 399.83 FEET TO THE EAST LINE OF KIMBERLY SUBDIVISION AS RECORDED IN LIBER 3 PAGE 24, LAKE COUNTY RECORDS; THENCE NORTH 01° 05' 16" WEST ON SAME, 1199.41 FEET; THENCE NORTH 89° 38' 56" EAST (DEEDED AS NORTH 89° 42' 40" EAST) 818.43 FEET; THENCE SOUTH 01° 10' 10" EAST 1320.57 FEET TO THE PLACE OF BEGINNING.

NOTE:

THE SYMBOL & AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS WHICH ARE REVISED, DATED JANUARY 3, 2023. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE THOSE PREVIOUSLY ISSUED.

AS BUILT

DATED—JANUARY 3, 2023

REPLAT NO. 10

SHEET 1

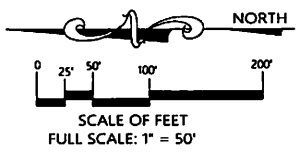


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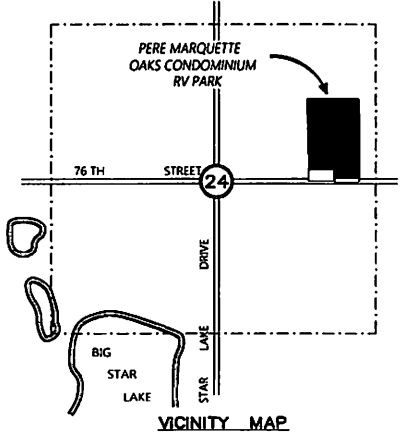
33 of 41



- LEGEND**
- CONCRETE MONUMENT
 - M MEASURED
 - D DEEDED
 - PROPERTY LINE
 - Ⓜ COORDINATE POINT (SEE SHEET 3 FOR LIST)
 - ▨ GENERAL COMMON ELEMENT

E. 1/4 POST SECTION 24
T. 17 N., R. 14 W.
LAKE TOWNSHIP
LAKE COUNTY

POINT OF BEGINNING



SURVEYOR'S CERTIFICATE

I, EDWARD C. MORSE, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS LAKE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HERIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

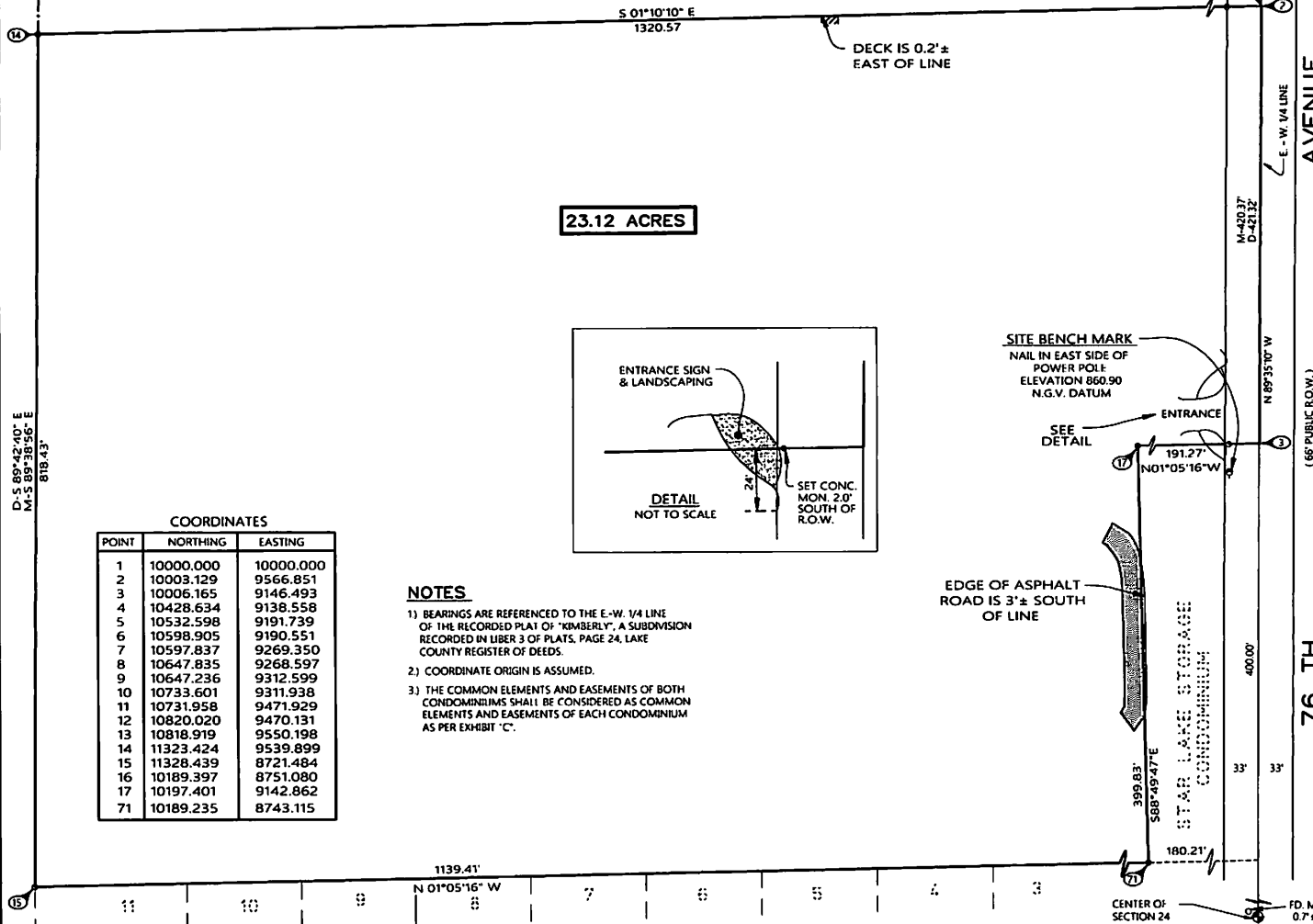
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978.

EDWARD C. MORSE, PRESIDENT
MITCHELL & MORSE LAND SURVEYING, INC.
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
REGISTRATION NO. 47966

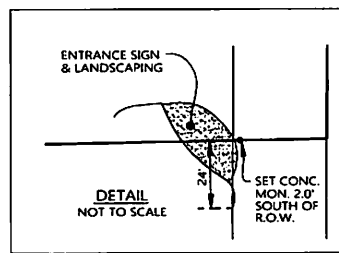
SURVEY PLAN
PERE MARQUETTE
OAKS CONDOMINIUM
RV PARK

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

REPLAT NO. 10 **SHEET 2**



23.12 ACRES



COORDINATES

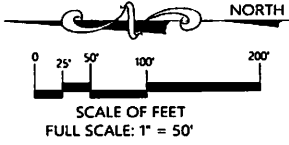
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8	10647.835	9268.597
9	10647.236	9312.599
10	10733.601	9311.938
11	10731.958	9471.929
12	10820.020	9470.131
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15	11328.439	8721.484
16	10189.397	8751.080
17	10197.401	9142.862
71	10189.235	8743.115

- NOTES**
- BEARINGS ARE REFERENCED TO THE E-W, 1/4 LINE OF THE RECORDED PLAT OF "KIMBERLY", A SUBDIVISION RECORDED IN LIBER 3 OF PLATS, PAGE 24, LAKE COUNTY REGISTER OF DEEDS.
 - COORDINATE ORIGIN IS ASSUMED.
 - THE COMMON ELEMENTS AND EASEMENTS OF BOTH CONDOMINIUMS SHALL BE CONSIDERED AS COMMON ELEMENTS AND EASEMENTS OF EACH CONDOMINIUM AS PER EXHIBIT 'C'.

"KIMBERLY"
LIBER 3, PAGE 24

AS BUILT
DATED—JANUARY 3, 2023

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 Page 808
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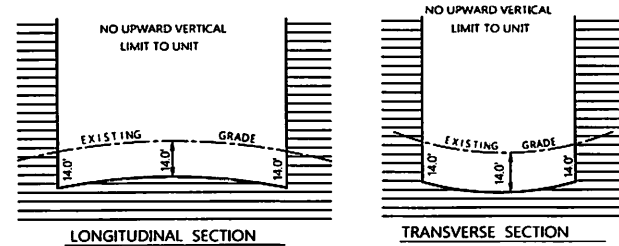
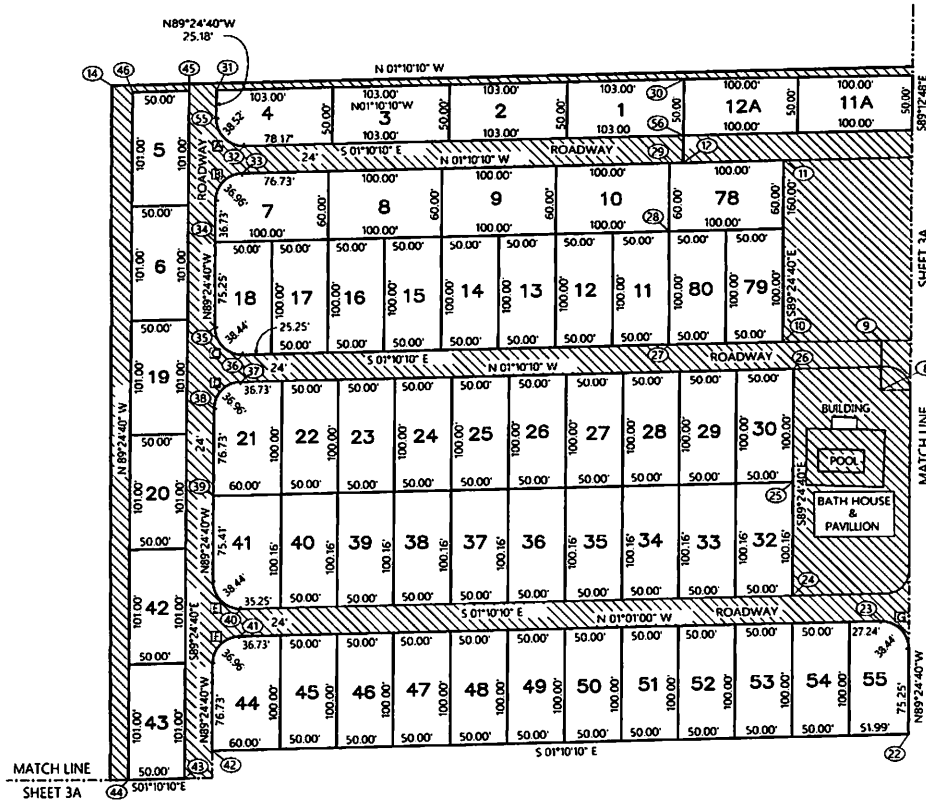


NOTES:

- 1) THE COORDINATE ORIGIN IS ASSUMED.
- 2) CURVILINEAR DISTANCES ARE ARC LENGTHS.
- 3) THE COMMON ELEMENTS AND EASEMENTS OF BOTH CONDOMINIUMS SHALL BE CONSIDERED AS COMMON ELEMENTS AND EASEMENTS OF EACH CONDOMINIUM AS PER EXHIBIT "C".
- 4) SEE SHEET 5 FOR COORDINATE LIST, UNIT AREAS AND CURVE DATA.

LEGEND

- LIMITS OF OWNERSHIP
- Ⓢ COORDINATE POINT
- P PARKING SPACE
- ▨ GENERAL COMMON ELEMENT



NOTE

LOT SECTIONS ARE DELINEATED FOR PURPOSES OF SHOWING THE UPPER AND LOWER LIMITS OF THE UNIT. EACH UNIT HAS ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 14' BELOW EXISTING GRADE AND NO VERTICAL LIMIT ABOVE EXISTING GRADE.

**SITE PLAN
PERE MARQUETTE
OAKS CONDOMINIUM
RV PARK**

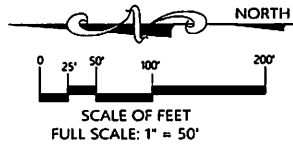
PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

REPLAT NO. 10

SHEET 3

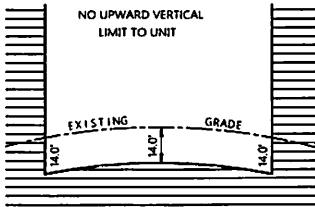
AS BUILT
DATED—JANUARY 3, 2023



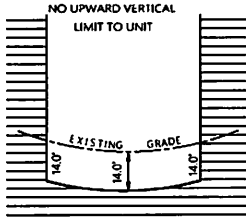


LEGEND

- LIMITS OF OWNERSHIP
- ⊙ COORDINATE POINT
- ▨ GENERAL COMMON ELEMENT



LONGITUDINAL SECTION



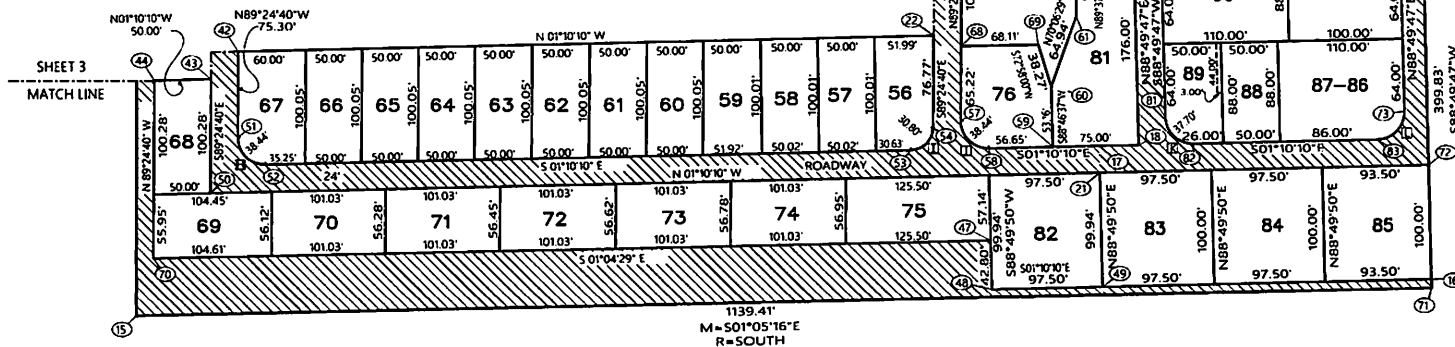
TRANSVERSE SECTION

NOTE

LOT SECTIONS ARE DELINEATED FOR PURPOSES OF SHOWING THE UPPER AND LOWER LIMITS OF THE UNIT. EACH UNIT HAS ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 14' BELOW EXISTING GRADE AND NO VERTICAL LIMIT ABOVE EXISTING GRADE.

NOTES:

- 1) THE COORDINATE ORIGIN IS ASSUMED.
- 2) CURVILINEAR DISTANCES ARE ARC LENGTHS.
- 3) THE COMMON ELEMENTS AND EASEMENTS OF BOTH CONDOMINIUMS SHALL BE CONSIDERED AS COMMON ELEMENTS AND EASEMENTS OF EACH CONDOMINIUM AS PER EXHIBIT "C".
- 4) SEE SHEET 5 FOR COORDINATE LIST, UNIT AREAS AND CURVE DATA.
- 5) 3' FENCE & SHED EASEMENT BETWEEN UNITS 88 AND 89.



**SITE PLAN
PERE MARQUETTE
OAKS CONDOMINIUM
RV PARK**

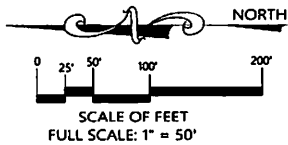
PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

AS BUILT
DATED—JANUARY 3, 2023

REPLAT NO. 10

SHEET 3A





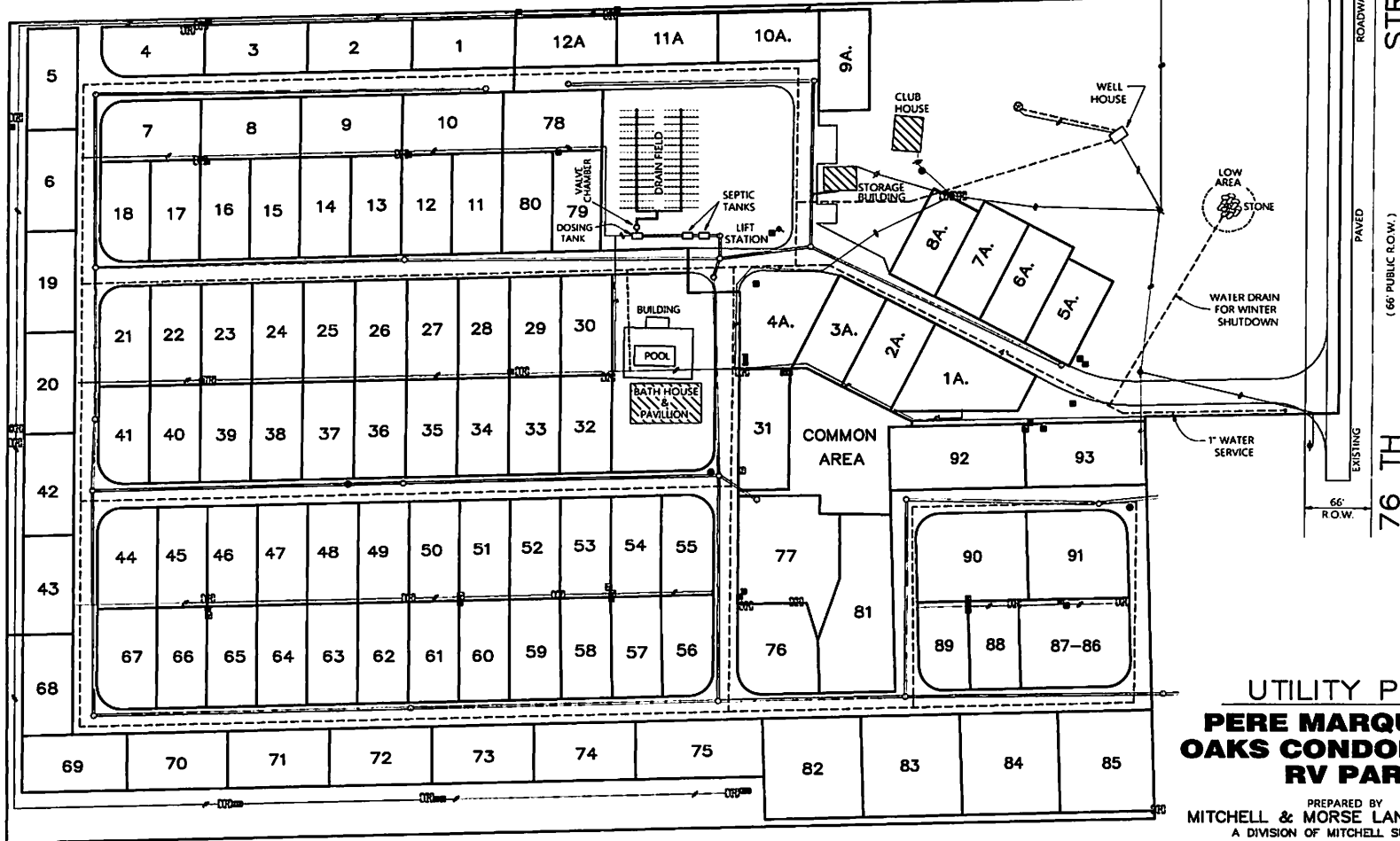
NOTES:

1) ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM FIELD OBSERVATIONS, ENGINEERING PLANS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

2) SEE SHEET 3 FOR AREA OF GENERAL COMMON ELEMENT.

LEGEND

- 8" SANITARY SEWER & MANHOLE
- - - 4" PVC WATERLINE
- / - / - ELECTRIC LINE
- ⊕ POWER POLE
- COMMUNICATIONS PEDESTAL
- ELECTRIC PEDESTAL
- ⋯ ELECTRIC VAULT
- ▼ FIRE HYDRANT
- LEACHING BASIN
- ⊙ WATER WELL
- SANITARY MANHOLE
- ⊞ TRANSFORMER



**UTILITY PLAN
PERE MARQUETTE
OAKS CONDOMINIUM
RV PARK**

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SHEET 4

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AREA OF UNITS			
UNIT	SQUARE FEET	UNIT	SQUARE FEET
1.	5,150	49.	5,000
2.	5,150	50.	5,000
3.	5,150	51.	5,000
4.	5,014	52.	5,000
5.	5,050	53.	5,000
6.	5,050	54.	5,000
7.	5,882	55.	5,064
8.	6,000	56.	5,021
9.	6,000	57.	5,001
10.	6,000	58.	5,001
11.	5,000	59.	5,096
12.	5,000	60.	5,000
13.	5,000	61.	5,000
14.	5,000	62.	5,000
15.	5,000	63.	5,000
16.	5,000	64.	5,000
17.	5,000	65.	5,000
18.	4,855	66.	5,000
19.	5,000	67.	5,867
20.	5,000	68.	5,012
21.	5,882	69.	5,885
22.	5,000	70.	5,676
23.	5,000	71.	5,693
24.	5,000	72.	5,710
25.	5,000	73.	5,727
26.	5,000	74.	5,744
27.	5,000	75.	7,202
28.	5,000	76.	6,879
29.	5,000	77.	10,788
30.	5,000	78.	6,000
31.	5,000	79.	5,000
32.	5,008	80.	5,000
33.	5,008	81.	11,040
34.	5,008	82.	9,744
35.	5,008	83.	9,751
36.	5,008	84.	9,740
37.	5,008	85.	8,345
38.	5,008	86.	5,156
39.	5,008	87.	4,400
40.	5,008	88.	4,400
41.	5,874	89.	4,276
42.	5,050	90.	9,556
43.	5,050	91.	8,676
44.	5,882	92.	8,445
45.	5,000	93.	7,562
46.	5,000	1A.	7,913
47.	5,000	2A.	5,400
48.	5,000	3A.	5,245
		4A.	7,340
		5A.	4,750
		6A.	5,350
		7A.	5,350
		8A.	4,750
		9A.	5,000
		10A.	5,000
		11A.	5,000
		12A.	5,000

COORDINATES					
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	10000.0000	10000.0000	51	11237.8476	8878.2832
2	10003.1290	9566.8513	52	11213.3589	8854.0416
3	10006.1656	9146.4933	53	10645.6310	8865.6339
4	10428.6345	9138.5580	54	10626.0404	8885.4243
5	10532.5981	9191.7395	55	11231.2664	9510.5526
6	10598.9055	9190.5515	56	10819.6920	9494.1320
7	10597.8375	9269.3507	57	10601.9860	8891.2744
8	10647.8351	9268.5970	58	10577.4900	8867.0253
9	10647.2361	9312.5998	59	10520.8639	8868.1853
10	10733.6016	9311.9382	60	10521.9990	8921.3348
11	10731.9580	9471.9298	61	10499.9025	8982.4036
12	10820.0209	9470.1317	62	10499.4762	9046.4276
13	10818.9195	9550.1982	63	10449.4752	9045.6808
14	11323.4244	9539.8995	64	10519.6034	9064.8712
15	11328.4398	8721.4848	65	10550.1374	9070.6189
16	10189.3978	8751.0800	66	10548.9199	9191.4471
17	10197.4011	9142.8622	67	10600.1357	9070.2055
18	10445.8796	8869.7176	68	10601.3086	8956.7817
19	10451.2527	9132.6627	69	10533.2108	8957.9305
20	10428.5275	9133.1271	70	11312.9083	8772.0201
21	10479.8748	8844.9630	71	10189.2351	8743.1156
22	10625.2064	8966.0718	72	10191.4401	8851.0536
23	10648.9276	9065.5612	73	10212.4194	8898.4439
24	10725.9064	9087.9944	74	10215.0347	9026.4170
25	10724.8775	9188.1489	75	10239.5201	9049.9216
26	10723.8502	9288.1436	76	10196.0196	9074.8156
27	10833.5808	9309.8968	77	10197.3391	9137.8518
28	10832.5535	9409.8915	78	10449.9646	9069.6259
29	10831.9371	9469.8884	79	10401.4862	9046.6116
30	10819.0066	9544.1364	80	10424.9909	9022.1263
31	11230.9208	9535.7257	81	10422.3756	8894.1546
32	11206.7787	9486.2282	82	10397.8904	8870.6500
33	11208.5841	9462.1977	83	10235.9242	8873.9586
34	11232.4701	9401.7257	84	10230.2686	9281.2053
35	11233.2431	9326.4777	85	10267.4972	9314.3326
36	11208.7544	9302.2362	86	10356.2346	9360.4211
37	11210.4742	9278.2074	87	10405.5445	9373.3630
38	11233.9830	9254.4589	88	10450.1133	9288.5969
39	11234.7712	9177.7375	89	10274.1942	9196.9824
40	11211.0572	9078.0882	90	10449.9835	9149.4806
41	11212.7771	9054.0481	91	10403.9867	9237.5905
42	11237.0740	8953.5782	92	10497.9532	9286.6498
43	11261.3138	8929.2607	93	10470.4170	9448.6354
44	11311.3034	8928.2399	94	10469.0419	9548.6326
45	11255.0886	9535.2286	95	10519.6923	9500.2577
46	11305.0782	9534.2080	96	10520.4060	9447.9905
47	10576.1876	8785.8443			
48	10575.3135	8743.0512			
49	10477.8410	8745.0421			
50	11262.3440	8828.9859			

CURVE DATA				
CURVE LETTER	RADIUS	DELTA ANGLE	CHORD	CHORD BEARING
A	24.00'	91° 57' 22"	34.52'	N 44° 48' 31" E
B	24.00'	88° 14' 30"	33.42'	N 45° 17' 25" W
C	24.00'	91° 45' 30"	34.46'	S 44° 42' 35" W
D	24.00'	88° 14' 30"	33.42'	N 45° 17' 25" W
E	24.00'	91° 45' 30"	34.46'	S 44° 42' 35" W
F	24.00'	88° 14' 30"	33.42'	N 45° 17' 25" W
G	24.00'	91° 45' 30"	34.46'	S 44° 42' 35" W
H	24.00'	91° 45' 30"	34.46'	N 45° 17' 25" W
J	20.00'	88° 14' 30"	27.85'	S 44° 42' 35" W
J	24.00'	91° 45' 30"	34.41'	S 44° 42' 35" W
K	24.00'	89° 59' 58"	33.94'	N 43° 49' 38" E
L	24.00'	90° 00' 02"	33.94'	S 46° 10' 22" E
M	24.00'	90° 00' 00"	33.94'	N 43° 49' 38" E
N	24.00'	90° 00' 00"	33.94'	S 46° 10' 22" E

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DATA SHEET
PERE MARQUETTE
OAKS CONDOMINIUM
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REPLAT NO. 10

SHEET 5

