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MARY ELLEN TRYBAN, CLERK/REGISTER  
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05/02/2006 4:15:32 PM

RECEIPT # 9704, STATION 2  
\$17.00 CONSENT



LIBER 1029 PAGE 393

### CONSENT TO SUBMISSION

**NOW COMES Fifth Third Bank**, a Michigan banking corporation, whose address is 111 Lyon Street N.W., Grand Rapids, Michigan 49503 ("Mortgagee"), and does hereby consent and agree to the submission of the property described on Exhibit "A" attached hereto and made a part hereof, or a part thereof, as a condominium project (Michakewa Shores) in accordance with the statute in such case provided.

**IN WITNESS WHEREOF** the undersigned has executed this Consent to Submission as of this 1st day of May, 2006.

**Fifth Third Bank**

By: *Kenneth R. Danhof*  
Kenneth R. Danhof

Its: Vice President

State of Michigan }  
County of Kent }ss

On this 1st day of May, 2006, before me, a Notary Public within and for said County and State aforesaid, personally appeared Kenneth R. Danhof, to me known to be the Vice President, of Fifth Third Bank, a Michigan banking corporation, and who executed the foregoing instrument and acknowledged the same to be his free act and deed on behalf of said banking corporation.

*Shirley A. Clemens*  
Shirley A. Clemens

(typed name of notary public)

Prepared in the Law Office of:  
When Recorded, Return to:

**LOUIS P. TOCCO, ESQ.**  
LOUIS P. TOCCO, P.L.C.  
13709 S. West Bayshore Drive  
Traverse City, Michigan 49684  
LTOCCO@EARTHLINK.NET  
(231) 995-9100

Notary Public, County of: *Kent*  
My commission expires: *3/11/2011*  
Acting in the County of: *Kent*

**EXHIBIT "A"**

That part of Government Lot 7, Section 1, part of Government Lot 5, Section 2 and part of Government Lot 4, Section 12, T36N, R1W, Aloha Township, Cheboygan County, Michigan, described as COMMENCING at the corner common to Section 1 and Section 2, T36N R1W; thence along the line common to said Section 1 and 2, S00°09'38"E, 1609.86 feet to the POINT OF BEGINNING; thence N65°30'49"E, 174.69 feet; thence N44°35'34"E, 631.28 feet, to the Southwesterly right of way of South River Road; thence along said Southwesterly right of way, S47°05'01"E, 1037.68 feet, to the East line of Government Lot 7 of said Section 1; thence along said East line, S01°16'01"E, 1079.06 feet, to the Southeast corner of Government Lot 7 of said Section 1, said point also being the Northeast corner of Government Lot 4 of said Section 12; thence along the East line of said Government Lot 4, S00°35'25"E, 1413.53 feet, to the Intermediate Traverse Line of Long Lake; thence the following (18) courses and distances along said Intermediate Traverse Line (1) N58°42'12"W, 216.18 feet; (2) N49°29'00"W, 148.00 feet; (3) N44°47'14"W, 162.31 feet; (4) N57°34'47"W, 113.93 feet; (5) N42°04'39"W, 194.33 feet; (6) N25°19'50"W, 321.07 feet; (7) N20°24'16"W, 107.58 feet; (8) N26°29'46"W, 91.82 feet; (9) N23°59'28"W, 203.61 feet; (10) N24°35'00"W, 349.91 feet; (11) N28°16'28"W, 308.38 feet; (12) N18°12'24"W, 124.38 feet; (13) N33°57'39"W, 102.12 feet; (14) N22°13'25"W, 197.62 feet; (15) N42°13'10"W, 119.07 feet; (16) N48°46'57"W, 180.80 feet; (17) N59°43'05"W, 105.04 feet; (18) N59°28'32"W, 124.98 feet; thence N65°21'10"E, 454.11 feet; To the POINT OF BEGINNING, containing 66.14 Acres, (calculated to the Intermediate Traverse Line), intending to include all land lying between the Intermediate Traverse Line and the Shore of Long Lake.



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RECEIPT# 9704, STATION 2  
\$224.00 MASTER DEED



LIBER 1029

PAGE 395

140- M25

140-001-300-005-00

140-002-200-008-00

140-012-100-001-00

**MASTER DEED**

I hereby certify that for the five years preceding date of said Instrument there are no tax liens or Taxes held by the State for any unpaid taxes, except such taxes as may be in the process of collecting.

#2020

FOR

**MICHAKEWA SHORES**

5-2 2006  
Cheboygan, MI

*Bull...*  
Cheboygan County Treasurer

**MASTER DEED**, Made as of this 2nd day of May, 2006, by McKEOUGH LAND

COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan, of 104 South Union Street, Suite 212, Traverse City, Michigan 49684 (hereinafter referred to as the "Developer");

**WITNESSETH:**

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

**NOW, THEREFORE**, the Developer does hereby establish **MICHAKEWA SHORES** by recording of this Master Deed as a condominium project and does declare that **MICHAKEWA SHORES**, hereinafter referred to as the "Condominium", shall be henceforth held, conveyed, encumbered, leased, occupied, improved and in any other



manner utilized, subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I.

**TITLE AND NATURE**

The Condominium Project shall be known as **MICHAKEWA SHORES**, Cheboygan County Condominium Subdivision Plan No. 76. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

**LEGAL DESCRIPTION**

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

That part of Government Lot 7, Section 1, part of Government Lot 5, Section 2 and part of Government Lot 4, Section 12, T36N, R1W, Aloha Township, Cheboygan County, Michigan, described as COMMENCING at the corner common to Section 1 and Section 2, T36N R1W; thence along the line common to said Section 1 and 2, S00°09'38"E, 1609.86 feet to the POINT OF BEGINNING; thence N65°30'49"E, 174.69 feet; thence N44°35'34"E, 631.28 feet, to the Southwesterly right of way of South River Road; thence along said Southwesterly right of way, S47°05'01"E, 1037.68 feet, to the East line of Government Lot 7 of said Section 1; thence along said East line, S01°16'01"E, 1079.06 feet, to the Southeast corner of Government Lot 7 of said Section 1, said point also being the



Northeast corner of Government Lot 4 of said Section 12; thence along the East line of said Government Lot 4, S00°35'25"E, 1413.53 feet, to the Intermediate Traverse Line of Long Lake; thence the following (18) courses and distances along said Intermediate Traverse Line (1) N58°42'12"W, 216.18 feet; (2) N49°29'00"W, 148.00 feet; (3) N44°47'14"W, 162.31 feet; (4) N57°34'47"W, 113.93 feet; (5) N42°04'39"W, 194.33 feet; (6) N25°19'50"W, 321.07 feet; (7) N20°24'16"W, 107.58 feet; (8) N26°29'46"W, 91.82 feet; (9) N23°59'28"W, 203.61 feet; (10) N24°35'00"W, 349.91 feet; (11) N28°16'28"W, 308.38 feet; (12) N18°12'24"W, 124.38 feet; (13) N33°57'39"W, 102.12 feet; (14) N22°13'25"W, 197.62 feet; (15) N42°13'10"W, 119.07 feet; (16) N48°46'57"W, 180.80 feet; (17) N59°43'05"W, 105.04 feet; (18) N59°28'32"W, 124.98 feet; thence N65°21'10"E, 454.11 feet; To the POINT OF BEGINNING, containing 66.14 Acres, (calculated to the Intermediate Traverse Line), intending to include all land lying between the Intermediate Traverse Line and the Shore of Long Lake.

Subject to all agreements, covenants, easements, right-of-ways, reservations, exceptions, conditions and restrictions contained in prior conveyances or otherwise, if any, including, by way of inclusion, that certain unrecorded gravel pit lease by and between Long Lake Aggregate Association, Inc. and H & D, Inc. dated June 15, 2002, and further subject to the following. The Developer hereby reserves and excepts, unto itself, its successors and assigns, all oil, gas and minerals, if any; Developer covenants that there shall be no drilling or mineral excavation operations on the Premises (including no surface activity or reduction of vertical support of the surface) hereinabove described pursuant to the foregoing reservation. The Developer also hereby reserves and excepts, unto itself, its successors and assigns, the right to remove selected trees so as to provide access to the open space areas, to install recreational facilities, if any, to enhance views, and otherwise, and the right to receive and/or retain the proceeds therefrom.

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



## III.

## DEFINITIONS

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

A. **The Act** means the Michigan Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.

B. **Association** shall mean the person designated in the condominium documents to administer the Condominium Project.

C. **Condominium Bylaws** means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by the Act to be recorded as part of the Master Deed.

D. **Consolidating Master Deed** means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect the entire land area after expansion and/or contraction of the Condominium from time to time and/or the results of conversion of the Condominium from time to time under Article X, Article XI and/or Article IX, respectively hereof, and all units and common elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Cheboygan County Register of Deeds, shall supersede any previously recorded Master Deed for the Condominium.



E. **Lot or Unit** shall each mean the space within the boundaries of a single unit in the Condominium as such area and space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

F. **Condominium Documents** wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

G. **Condominium Project, Condominium or Project** means **MICHAKEWA SHORES** as a condominium project established in conformity with the provisions of the Act.

H. **Condominium Subdivision Plan** means Exhibit "B" hereto.

I. **Co-Owner** means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. A land contract vendor and a land contract vendee are jointly and severally liable as the Co-Owner of a unit in this Project notwithstanding that the land contract vendee of a unit in this Project may be treated as the Co-Owner for all purposes relating to the Project. The term "owner", wherever used, shall be synonymous with the term "Co-Owner".

J. **Condominium Premises** means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project and described in Article II above.

K. **Common Elements** where used without modification shall mean both the general and limited common elements described in Article IV hereof.





L. **Percentage of Value** means the percentage assigned to each individual condominium unit in the condominium Master Deed.

M. **Developer** is McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan.

N. **Architectural Review Committee** shall mean the committee appointed in accordance with the provisions of Article VI, Sections (1) through (7) of the Condominium Bylaws.

O. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any unit.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate.

#### IV.

#### COMMON ELEMENTS

The common elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:





A. The general common elements are:

1. The land described in Article II hereof, including open space areas and recreational pathways, the stormwater retention areas located within the commons areas, the Project signage and main entranceway, the designated storage area, and all roadways (including the emergency road/storage area access), outlots (future access areas) and access easements, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

2. Such other elements of the Project not herein designated as general or limited common elements which are not within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association. Notwithstanding the fact that stormwater retention areas and/or drainage easement facilities as depicted on Exhibit "B" hereto may be located within the boundaries of certain units, the costs of maintenance (not including grass cutting), repair and replacement of these facilities, whether located within the commons areas or within the boundaries of units, shall be borne by the Association.

C. The Developer has not requested the Cheboygan County Road Commission nor the Michigan Department of Transportation to accept any of the herein designated general common element roadways, outlots or access easements as public roads as set forth on Exhibit "B" attached hereto. As such, the roadways, outlots and



access easements will be private and the Cheboygan County Road Commission, the Michigan Department of Transportation and Aloha Township will have no obligation to build, repair or maintain the roadways, outlots and access easements in any manner until such time, if ever, as the Condominium Association, the Developer or a successor developer dedicates the roadways, outlots and/or access easements to the public. Nothing herein shall obligate the Condominium Association, the Developer or a successor developer to dedicate the roadways, outlots and/or access easements to the public as a public road. The Association shall grade, drain, and otherwise maintain the roadways, outlots and/or access easements. There shall be easements over the herein designated general common element roadways, outlots and access easements in favor of the public for emergency purposes and for the purpose of ingress and egress by other public vehicles for the provision of public services deemed necessary by public officials. The Co-Owners shall refrain from prohibiting, restricting, limiting or in any manner interfering with the normal ingress and egress and use by any of the other Co-Owners; normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradespersons, delivery persons and others having a need to utilize the roadways, bound for or returning from any of the lots.

D. There are no limited common elements in the Condominium Project as shown on Exhibit "B" attached hereto.

E. Any maintenance, repair or replacement (the cost of which is to be borne by the Co-Owner or Co-Owners) may be performed by or under the direction of the



Association and the cost may be assessed against the responsible Co-Owner or Co-Owners as provided in the Condominium Bylaws.

F. No Co-Owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his unit or the common elements.

**V.**

**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. Each unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Project attached hereto as Exhibit "B". Each unit shall include all that area and space contained within the boundary for each unit as shown on Exhibit "B" hereto. No Co-Owner shall be permitted to partition, split or otherwise subdivide a unit.

B. The percentage of value assigned to each unit is set forth in Subparagraph "D" below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and in the common elements of the Condominium. At meetings of the Association, each respective Co-Owner shall have one vote for each Condominium unit owned when voting by number and one vote, the value of which equals the total of the assigned percentages of value for each Condominium unit owned, when voting by percentage of value. The total value of the Project is one hundred (100%) percent. The percentage of value allocated to each unit



may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Articles IX, X and XI hereof.

C. The determination of the percentage of value which should be assigned was made after reviewing the comparative characteristics of each unit in the Project and concluding that location, size, value and allocable expenses of maintenance were the proper determining factors to be considered.

D. Each unit shall be assigned an equal percentage of value.

## VI.

### EASEMENTS

There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls in favor of the Association and the Developer (for itself and its successors and assigns), located within any lot or common element area for the installation and placement of and/or continuing maintenance and repair of all utilities (including stormwater retention facilities and/or drainage easement facilities) and all common elements in the Condominium. There shall be easements to, through and over those certain general common elements beneath each of the units in the Project in favor of each respective Co-Owner for the installation and placement of and/or continuing maintenance and repair of water well facilities located beneath the Co-Owner's unit which facilities service the structures permitted on the Co-Owner's unit.

**VII.****EASEMENTS RETAINED BY DEVELOPER**

A. The Developer reserves for the benefits of itself, its successors and assigns, and that certain land described in Article X and XI hereinafter, perpetual easements for the unrestricted use (including, by way of inclusion and not limitation, the installation of and/or relocation of roads, driveways, walkways, rights-of-way, utilities or utility facilities, and retention basins and facilities, of any kind or nature) of all roads and/or easements, driveways, walkways and general common elements in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer (including its owners whether shareholders or members, if applicable) or its successors or assigns (it is the intent of the foregoing that such reservation may, in addition to the benefits reserved to the Developer, be assigned for the benefit of adjacent property owners at the reasonable discretion of the Developer). All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article X (whether developed as a part of this Project or as separate project(s)) and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors or assigns whose closest means of access to a public road is over such road or roads. The Co-Owners of this Condominium shall be responsible from time to time for payment of a



proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of units in this Condominium and the denominator of which is comprised of the number of such units plus all other units added on the land described in Article X (whether developed as a part of this Project or as separate project(s)) and all of the units and/or lots added on any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors or assigns whose closest means of access to a public road is over such road(s).

B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, the current and future owners of that certain land described in Article X and XI hereinafter, all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer (including its owners whether shareholders or members, if applicable) or its successors or assigns, perpetual easements to utilize, tap, tie into, and/or extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, electric, water, telephone, cable television, gas, and storm and sanitary sewer mains/basins, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. The Developer reserves to itself, its successors and assigns, the right to terminate and



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

C. The Developer hereby reserves for the benefit of itself, its successors and assigns, that certain land described in Article X and XI hereinafter, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, the right to utilize the recreational facilities of the Project (including by way of inclusion, the open space, recreational pathways and the storage area) and the right to install and/or utilize additional recreational facilities, including the construction and use of the children's playground area and/or equipment, a gazebo, a basketball court, a tennis court, an ice rink and/or similar types of amenities and/or recreational facilities (which improvements may utilize common elements of this Project). The Developer is obligated to construct and/or install the recreational pathways and the storage area; the Developer is under no obligation to install the other additional recreational facilities/improvements. Although such facilities/improvements may or may not be located within this Project, the Developer reserves the right to implement a shared use (membership) arrangement for the Co-Owners of this Project and those of any





adjacent or proximate lots or projects if such improvements are constructed by the Developer or otherwise; by virtue of ownership of a lot in the Project, each Co-Owner will have the right to utilize any such installed recreational facilities and shall have the obligation to contribute to the maintenance of such facilities, the cost of which shall be determined by a pro-rata allocation of those costs to all users (lots/units) of the facilities. The Developer is responsible for the costs of the approval process, as well as for the construction and/or installation of the recreational pathways and the storage area as provided above (and as labeled on the Condominium Subdivision Plans attached hereto as Exhibit "B"). If the Developer decides to improve these areas with the additional improvements/facilities listed above, the Developer would be responsible for the costs of the approval process, as well as any improvements unless otherwise agreed upon by the applicable ownership association(s).

D. All easements reserved by the Developer shall be assignable and shall be binding upon all parties, their heirs, successors and assigns.

### VIII.

#### RESTRICTIVE COVENANTS

The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land; said restrictions, notwithstanding Article XII hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.



By way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. All lots may be required to obtain individual soil erosion and stormwater control permits from the Cheboygan County Drain Commissioner (or applicable Soil Erosion Control Officer) prior to the commencement of any construction. The Association shall conduct routine maintenance of the stormwater retention areas and attendant stormwater management facilities within the Project to continually meet the specifications of the stormwater plan approved by the Cheboygan County Drain Commissioner's Office, if any, to include, but not be limited to, semi-annual removal of accumulated sediment, quarterly removal of debris and other obstructions which alter or reduce the effective operation of the drainage facility's capacity or function, maintenance of inlets and/or outlets, quarterly mowing of side slopes or other lawful vegetation control (vegetation control measures shall be taken when growth significantly hinders the facility's capacity or function, or becomes unsightly or hinders clear vision for the roadways). If the Association fails to conduct the required maintenance on the stormwater facilities, the Drain Commissioner's Office reserves the right to request that said maintenance be completed. The Association shall conduct routine maintenance of the stormwater retention areas and other stormwater management facilities within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Cheboygan County Drain Commissioner, and shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Association shall



fail to act within these time frames, the Cheboygan County Drain Commissioner may perform the needed maintenance and assess the costs therefor against the Association. The Drain Commissioner is hereby provided access to and around any and all retention basins for inspection and maintenance purposes to be performed as specified above. In the event that the retention basins within the Project become part of a County drain system, the rights, obligations and duties and easements herein may be assigned to the appropriate agency or County office.

Further, by way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. Permits for the installation of wells and sewage disposal systems shall be obtained from the Cheboygan County Health Department i.e. District Health Department No. 4, prior to the commencement of any construction; these permits are the responsibility of each individual lot owner. On-site sewage disposal and water supply systems must be located in the areas designated on the site plan. One hundred (100%) percent of the replacement drainfield areas must be maintained for replacement drainfield use only. All dwellings shall be served by a potable water supply system. All wells on individual units shall be drilled by a well driller licensed in the State of Michigan to a minimum depth of one hundred (100) feet and must provide the required minimum ten (10) feet impervious layer of protection for the aquifer. A complete well log form for each such potable water well shall be submitted to the County Health Department within sixty (60) days following completion of such well. Upon completion, each water supply shall be tested for bacteriological and nitrate analysis and



satisfactory results shall be obtained prior to use of the system. No further division of lots will be allowed without first obtaining Health Department approval. Notwithstanding the amendment provisions contained in Article XII below, no amendment of the Condominium Documents shall be permitted to modify the foregoing well and septic related provisions or their stated purposes without the prior approval of the District Health Department No. 4 or its duly authorized successor(s) in interest.

### **IX.**

#### **CONVERTIBLE AREA**

The Condominium Project contains convertible area. The convertible area in the Condominium Project consists of all of the units and common elements in the Condominium Project whether or not so designated as such in the Condominium Subdivision Plan attached hereto as Exhibit "B". The convertible area may be utilized to change the size and shape of unsold units (including the relocation of boundaries between adjoining units) and the general or limited common elements. No additional condominium units may be created within such convertible area. Additional common elements may be created within such convertible area and/or unsold units and common elements may be eliminated from the Project. The Developer reserves the right to change the assignment of specific limited common elements to certain lots, to create or remove general and/or limited common elements within this convertible area and to designate general and/or limited common elements therein which may subsequently be assigned as limited common elements. There may be no restrictions as to what improvements may be made on the convertible area and there is no restriction as to the



location of any improvements that may be made on any portions of the convertible area. The conversion of any convertible area, as hereinbefore described, must occur, if ever, not later than six (6) years after the date of the initial recording of this Master Deed.

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the conversion of any convertible area in the Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such conversion in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element or unit previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and pathways in the Project to any roadways and pathways that may be located on, or planned for the Project, and to provide access to any unit that is located on, or located in the Project. All of the Co-



Owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing or remaining units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer (or its successors or assigns) to convert in any way the Condominium Project as established by this Master Deed.

Notwithstanding the foregoing, no change in the convertible area may be made that results in a violation of County Zoning Ordinance requirements or zoning permit requirements or conditions. Furthermore, notwithstanding the provisions contained in Article XII below, no amendment of the Condominium Documents shall modify the



purposes as stated herein without the prior approval of the Cheboygan County Planning Commission or its duly authorized successor(s) in interest.

**X.**

**ENLARGEMENT OF CONDOMINIUM**

**A. Right to Expand**

The Condominium Project is an expandable condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of twenty-nine (29) units, may be the first phase of a multiphase project which will contain in its entirety no more than fifty-four (54) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article X. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

(Parcel #: 140-002-200-002-00) NE FRL 1/4 OF NE 1/4 SEC 2 T 36 N R 1 W EXC THAT PORTION LYING E OF SO. RIVER RD AND EXC SLY 66 FT USED FOR RD PURPOSES.

AND (Parcel #: 140-002-200-006-00) COM E 1/4 COR SEC 2 TH N 88D 48M 30S W ALG E-W 1/4 LI 1263.2 FT TO W LI OF SE 1/4 OF NE 1/4 TH S 1D 6M 55S E ALG SD W LI 809.8 FT TH S 88D 53M 5S W 10.87 FT TO SH LONG LK TH S 15D 50M E ALG SH 219.13 FT TH S 42D 22M 30S E 133.66 FT TH S 56D 50M E 514.56 FT TH S 26D 48M 30S E 412.7 FT TH S 59D 37M 30S E 94.85 FT TH N 65D 25M E 629.2 FT TH N 44D 38M E 630.84 FT TO SWLY R/W CO RD TH N 47D 1M 30S W ALG R/W 1042.53 FT CHD BEARS N 24D 52M 20S W 1016.73 FT TO POB PART OF NE 1/4 OF SE 1/4 & PART OF GOVT LOTS 4 & 5 ALSO SE 1/4 OF NE 1/4 EXC COMM 33 FT W OF E 1/4 COR SEC 2 TH W 132 FT TH N 165 FT TH E 132 FT TH S 165 FT TO POB SECS 1 & 2 T 36 N R 1 W LIBER 396-609





AND (Parcel #: 140-002-200-007-00) COM 33 FT W OF 1/4 POST BET SECS 1-2 TH W ON 1/4 LINE 132 FT TH N 165 FT TH E 132 FT TO A PT 2 RDS W OF SEC LINE TH S 165 FT TO POB SEC 2 T 36N R 1W

AND (Parcel #: 140-002-400-021-00) COM AT NE COR GOVT LOT 4 SEC 2 TH S 1DEG 6MIN 55SEC E 526.47 FT TO POB TH N 88DEG 9MIN W 100 FT TH S 1DEG 6MIN 55SEC E 155.45 FT TO SH OF LONG LAKE TH N 83DEG 11MIN E ALG SH 50.18 FT TH S 42DEG 21MIN 30SEC E ALG SH 75.73 FT TH SELY ALG SH 90.27 FT M/L TO A PT S 1DEG 6MIN 55SEC E 292.53 FT FROM POB TH N 1DEG 6MIN 55SEC W 292.53 FT TO POB AKA LOTS 1 & 2 OF E CROSS UNRECORDED SUBDIVISION SEC 2 T 36N R 1W

except that portion thereof which has already been dedicated to Condominium ownership (herein referred to as the "Expansion Property").

**B. Restriction upon Expansion**

Expansion of the Condominium Project shall occur without restriction under the following conditions:

1. The Developer's right to elect to expand the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed.
2. All or any portion of the Expansion Property may be added, but none of it must be added.
3. There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.



4. Portions of the Expansion Property may be added to the Condominium Project at different times.

5. The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.

6. There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.

7. The maximum number of condominium units that may be created on the Expansion Property is twenty-five (25).

8. There is no restriction upon the number of condominium units that may be placed on any portion of the Expansion Property.

9. The maximum percentage of the aggregate land area of all condominium units that may be created on the Expansion Property that may be occupied by condominium units not restricted exclusively to residential use is zero.

10. The nature, size, appearance and location of all additional units, if any, placed upon the Expansion Property will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.

11. There may be no restrictions as to what improvements may be made on the Expansion Property.

12. There are no restrictions as to the types of condominium units that may be created on the Expansion Property.



13. The Developer reserves the right in its sole discretion to create convertible and contractible area and general and/or limited common elements within any portion of the Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements and vice versa.

14. The Condominium Project shall be expanded by a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

15. By this Master Deed, the Developer also reserves the right to create easements within any portion of the original Condominium Project for the benefit of the Expansion Property, whether or not it is ever added to the Condominium Project.

16. All expansion must be carried out in accordance with the provisions of the Act.

17. Any expansion must follow and comply with the requirements of the Cheboygan County Zoning Ordinance, as amended.

**C. Procedure for Expansion**

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed, be increased by the addition to this



Condominium Project of all or any portion of the Expansion Property and the location of condominium units thereon. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. No enlargement or expansion of the Condominium shall occur which fails to comply with the requirements of the Cheboygan County Zoning Ordinance, as amended. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such expansion in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe the additional property being added to the Condominium Project by such amendment. Such amendment or amendments to the Master Deed shall also contain such further definitions and re-definitions of general or limited common elements as may be necessary to adequately describe and service the additional units being added to the Condominium Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the



nature of any common element or unit previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and pathways, in the Project to any roadways and pathways that may be located on, or planned for the future development, and to provide access to any unit that is located on, or located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the boundaries established by this Master Deed, and Developer (or its successors or assigns) may, in its discretion, establish all or a portion



of said Expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

## XI.

### CONTRACTION OF CONDOMINIUM

#### A. Right to Contract

The Condominium Project is a contractible condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of twenty-nine (29) units, may contain in its entirety no less than zero (0) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article XI. The land, all or any portion of which may be removed from the Condominium Project, consists of all of the land of the Condominium Project whether or not so designated as such in the Condominium Subdivision Plan attached hereto as Exhibit "B" and is described in Article II (herein referred to as the "Contraction Property").

#### B. Restriction upon Contraction

Contraction of the Condominium Project shall occur without restriction under the following conditions:



1. The Developer's right to elect to contract the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed (unless such right is otherwise permitted under the Act).
2. All or any portion of the Contraction Property may be removed, but none of it must be subtracted.
3. There is no limitation as to what portion of the Contraction Property may be removed, and any portions subtracted may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any contraction.
4. Portions of the Contraction Property may be removed from the Condominium Project at different times.
5. The order in which portions of the Contraction Property may be removed is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Contraction Property that may be subtracted.
6. The maximum number of condominium units on the Contraction Property that may be removed is twenty-nine (29).
7. There is no restriction upon the number of condominium units that may be removed from any portion of the Contraction Property.
8. The Condominium Project shall be contracted by a series of successive amendments to this initial Master Deed, each removing additional land from the Condominium Project as then constituted.





9. By this Master Deed, the Developer also reserves the right to create easements within any portion of the original Condominium Project for the benefit of the Contraction Property, required, in Developer's sole discretion, due to the contraction of the Condominium Project.

10. All contraction must be carried out in accordance with the provisions of the Act.

11. Any contraction must follow and comply with the requirements of the Cheboygan County Zoning Ordinance, as amended.

**C. Procedure for Contraction**

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed as provided above, be decreased by the removal from this Condominium Project of all or any portion of the Contraction Property and the elimination of condominium units thereon. Such decrease in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such contraction in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such



amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain, pursuant to the rights reserved to the Developer in Article IX, such further definitions, re-definitions or modifications of general or limited common elements within any portion of the original Condominium Project as may be necessary, in Developer's sole discretion, to adequately describe and service the units remaining in the Condominium Project due to the contraction resulting from such amendment(s). In connection with any such amendment(s) and pursuant to the rights reserved to the Developer in Article IX, Developer shall have the right to change the nature of any common element or unit previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the relocation of roadways and pathways in the Project to provide access to any unit that is located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of remaining units which Developer or its successors or assigns may determine to be necessary in conjunction with such



amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer (or its successors or assigns) to reduce the Condominium Project within the boundaries established by this Master Deed.

## **XII.**

### **AMENDMENT**

The Condominium Documents may be amended for a proper purpose, without consent of Co-Owners, mortgagees and other interested parties, as long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-Owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-Owners i.e. two-thirds of all Co-Owners entitled to vote as of the record date for such vote. A



Co-Owner's unit dimensions may not be modified without his consent. Co-Owners shall be notified of proposed amendments.

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 advisory committee's decision, the costs of which are expenses of administration.

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

The foregoing notwithstanding, no amendment of the Condominium Documents shall result in a violation of county zoning ordinance requirements or zoning permit requirements or conditions. Further, all of the foregoing and any other provision of this Master Deed or its Exhibits notwithstanding, no amendment of the Condominium Documents shall modify, amend or alter in any way any reserved rights of the Developer provided in any of the Condominium Documents without the prior express written consent of the Developer, nor shall any amendment be recorded at any time Developer owns any lot within the Project without the prior express written consent of the Developer.



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

**DEVELOPER:**

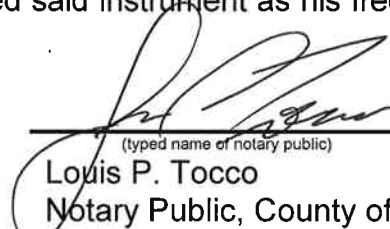
McKEOUGH LAND COMPANY, INC.,  
an Illinois corporation duly qualified to  
transact business in the State of Michigan

By:   
Chris G. McCrumb

Its: General Manager

STATE OF MICHIGAN }  
County of Leelanau }ss

On this 2nd day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Chris G. McCrumb, the General Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan, to me personally known, who, being by me duly sworn, did say that he is the General Manager of said corporation, the Developer of said Condominium Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said corporation.

  
(typed name of notary public)  
Louis P. Tocco  
Notary Public, County of Leelanau  
My commission expires: 01/01/08  
Acting in Leelanau County

Prepared in the Law Office of:  
When Recorded, Return to:

**LOUIS P. TOCCO, ESQ.**  
LOUIS P. TOCCO, P.L.C.  
13709 S. West Bayshore Drive  
Traverse City, Michigan 49684  
LTOCCO@EARTHLINK.NET  
(231) 995-9100

M7481-B10



## CONDOMINIUM BYLAWS

### MICHAKEWA SHORES

#### ARTICLE I

##### ASSOCIATION OF CO-OWNERS

Section 1. MICHAKEWA SHORES shall be administered by an Association of Co-Owners which shall be a non-profit corporation, hereinafter called the "Association" organized under the laws of the State of Michigan.

Section 2. The Association shall be organized to manage, maintain, and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association may provide for independent management of the Condominium Project.

Section 3. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:

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

(b) The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-Owner shall be entitled to one vote for each Condominium unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the units owned by such Co-Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be by value. Notwithstanding any other provision herein contained, voting shall be by number unless a majority of the percentages of value elects to vote on a given matter by percentage of value, in which case voting on that matter shall be by percentage of value.

(d) No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Condominium Project to the Association. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 8 of this Article I. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote each unit which it owns.



Notwithstanding anything herein to the contrary, a purchaser of a unit by means of a land contract shall be designated the owner of that unit and entitled to the vote for that unit.

(e) Each Co-Owner shall file a written notice with the Association, designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 8 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owner at least ten (10) days prior to said meeting.

(g) The presence, in person or by proxy, of three-fifths (3/5) of the Co-Owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.

(h) Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written vote must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in number (or percentage of value when voting by percentage of value) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

Section 4. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and





repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited or reviewed at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants, nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual audited or reviewed financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents, and shall permit all Co-Owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.

Section 5. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of the members of the Association.

Section 6. 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 officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number.

Section 7. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director(s) seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof.





Section 8. The First Annual Meeting of the members of the Association may be convened by the Board of Directors and may be called at any time after conveyance of legal or equitable title to a unit to a non-developer Co-Owner but in no event later than one hundred twenty (120) days after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-Owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the condominium units that may be created has been conveyed to non-developer Co-Owners; or (b) one (1) year after the first conveyance of legal or equitable title to a condominium unit to a non-developer Co-Owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-developer members and to aid in transferring control from the Developer to non-developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-developer Co-Owners. The Advisory Committee shall meet at least quarterly with the Board of Directors. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

## ARTICLE II

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

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



(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-Owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-Owner, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient:

- (1) to provide for the costs of operation and management of the Condominium;
- (2) to provide replacements of existing common elements;
- (3) to provide additions to the common elements not exceeding \$1,000.00 annually; or
- (4) to provide for the costs in the event of emergencies;

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

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-Owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners in value and in number.

Section 4. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 3(a) above, shall be payable by Co-Owners in equal semi-annual



installments, commencing with acquisition of legal or equitable title to a unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each Co-Owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-Owner is the owner thereof.

Section 5. No Co-Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-Owner, and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at his or their last known address of a written notice that one or more installments of the semi-annual assessment levied against the pertinent unit is or are 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. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-Owner of record thereof, (2) the legal description of the Condominium unit or units to which the notice applies, (3) the amounts due the Association of Co-Owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs (including collection and late charges), fines, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on his unit(s). In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately



due and payable. The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-Owner, and to lease the Condominium unit and to collect and apply the rental therefrom. The Co-Owner of a Condominium unit subject to foreclosure, and any purchaser, grantee, successor or assignee of the Co-Owner's interest in the unit, is liable for assessments chargeable to the unit that become due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any unit in the Project which comes into possession of the unit, pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit, if required by the Association, and except for assessments that have priority over the first mortgage.

Section 8. The Developer shall be responsible for payment of the full Association maintenance assessment (but not any special assessments), for all units it owns and which are completed i.e. units which are serviced by completed (paved) roadways and installed utilities.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with the Act.

Section 10. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium unit may request a statement from the Association as to the outstanding amount of any unpaid assessments, interest, late charges, fines, costs and attorney fees. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and attorney fees 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, interest, late



charges, fines, costs and attorney fees and the lien securing same, fully enforceable against such purchaser and the unit itself, to the extent provided by the Act. Under the Act, unpaid assessments, interest, late charges, fines, costs and attorney fees constitute a lien upon the unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by Co-Owners and the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

### ARTICLE IV

#### INSURANCE

Section 1. The Association shall only carry liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project.

Section 2. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-Owners and their mortgagees as their interests may appear and all premiums for insurance carried by the Association shall be an expense of administration.

Section 3. Each Co-Owner shall obtain all necessary insurance coverage at his own expense upon his unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for his unit, including any structures constructed thereon and his personal property located within his unit or elsewhere in the Condominium Project, for





his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.

Section 4. All common elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association.

Section 5. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 6. Each Co-Owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of the Co-Owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.



Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.

Section 3. If the damage is only to a unit, which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of the Co-Owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for construction and repair shall be that of the Association.

Section 4. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of his unit. Notwithstanding anything contained herein to the contrary, the Association shall be responsible for the maintenance (not including grass cutting), repair and replacement of any stormwater retention areas/drainage easements (which may be depicted on Exhibit "B") whether general common elements or located within the boundaries of certain units (regarding their functionality as retention basins and/or drainage easements only and not as to their aesthetic or landscaping qualities which are the responsibility of each respective Co-Owner).

Section 5. The Association shall be responsible for the reconstruction, repair, and maintenance of the general common elements, including roadways and access easements, and any incidental damage to a unit caused by the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has a responsibility for maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace, reconstruct or repair the damaged property and if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The Act shall control upon any taking by eminent domain.

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



**ARTICLE VI**

**DEVELOPMENT/CONSTRUCTION**

**No unit shall be used, nor shall any structure be erected or improvement made thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances which are in effect at the time of the contemplated use or the construction of any structure or improvement, unless approval thereof is obtained by a variance from the appropriate zoning authority.**

**Section 1. Site Development/Architectural Review Committee.**

1.1 An Architectural Review Committee shall be established by the Developer and shall at all times consist of the Developer and no less than three nor more than five persons appointed by the Developer, until such time as Developer elects not to serve, at which time the Association shall appoint such members; all members appointed by the Association shall be unit owners. The Architectural Review Committee shall assist unit owners in complying with the development restrictions set forth in Articles VI and VII of these Bylaws.

1.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the Developer's consent shall be required for all Committee action until such time as the Developer elects not to serve on the Committee.

1.3 If the Committee shall cease to exist or for any reason shall fail to function, the Board of Directors of the Association shall serve as the Committee, and in the absence of such a board, the Committee shall be selected by a majority of unit owners.

1.4 The Committee shall have no affirmative obligation to be certain that all of the restrictions contained in the Condominium Documents are fully complied with and no member of the Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such Committee. Such Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the Condominium Documents shall rest with the unit owner. Each unit owner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to such unit owner's unit or improvements to be constructed on such unit.





1.5 The Committee, if it observes deviations from or lack of compliance with the provisions of the Condominium Documents, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

## **Section 2. Architectural Review Committee Approval.**

2.1 No unit owner shall construct, alter, or maintain any improvements on a unit until all of the following have been completed:

(a) The unit owner has submitted to each member of the Committee, a complete set of preliminary sketches showing floor plans, exterior elevations, an outline of specifications for materials and finishes and samples of proposed exterior materials and paint colors.

(b) The Committee has approved the preliminary sketches; and

(c) Upon approval of preliminary sketches, the unit owner has submitted to the each member of the Committee complete site plans and specifications therefore, in a form satisfactory to the Committee, showing insofar as is appropriate:

(1) The size, dimensions and style of the improvements, including, by way of illustration and not limitation, the dwelling and the attached and/or detached garage;

(2) The exterior design and building materials;

(3) The exterior color scheme;

(4) The location of the improvements on the unit, including, by way of illustration and not limitation, the dwelling and the attached and/or detached garage;

(5) The location of the driveways, parking areas (no parking areas shall be permitted other than driveways) and landscaping, required and otherwise, (including location and construction of all fences or walls, recreational facilities and utilities) and the types of materials to be used therefore;

(6) The vegetation proposed to be removed or altered in order to accommodate construction, complete landscaping and enhance views; and

(7) The materials and location of any boardwalks and stairways.

(d) Such site plans and specifications have been approved in writing by the Committee.



(e) An acknowledgment form is signed by both the unit owner and his contractor wherein each acknowledges that he has read and understands the provisions of the Master Deed and these Condominium Bylaws (including these development/construction restrictions).

2.2 Approval of the preliminary sketches and detailed site plans and specifications described above may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein (including the submission of an incomplete site plan), but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the unit, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed Improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed Improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the unit. The Developer's intention is to insure that all designs adhere to the "natural" philosophy of architecture (using natural materials and colors in construction and exercising intelligent home-siting selection) in such a manner so as to contribute to the overall beauty and naturalness of the Premises and, as related to the topography, so as to be a compatible, coherent part of the existing landscape.

2.3 Any building, structure or Improvement, including subsequent alterations or modifications, shall be erected or constructed in substantial conformity with the site plans and specifications approved by the Committee.

2.4 No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by the Committee shall be permitted or suffered on any unit unless the owner thereof obtains the Committee's written approval for such variation. So long as any such variance is minimal, the owner need not go through the entire submittal process described above, but in the event the owner must submit sufficient information (including material samples and the like) as the Committee determines in its sole discretion is required to permit the Committee to decide whether or not to approve the variance. The Committee's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the owner's control.

2.5 If at any time a unit owner shall have submitted to the Committee site plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such site plans and specifications within fourteen (14) days from the date of submission nor notified the unit owner of its objection within such 14-day period, then such site plans and specifications shall be deemed to have been approved by the Committee, provided that the site plans and specifications conform to, or are in harmony with, these restrictions, the applicable zoning ordinance, Cheboygan County Health Department and the existing structures in Michakewa



Shores, and further provided that no suit to enjoin the construction has been commenced prior to the completion of any improvements to the unit. In the event that a unit owner shall file revised site plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original site plans and specifications, and the Committee has neither approved them nor notified the unit owner of further objections within fourteen (14) days from the date of submission, then such revised site plans and specifications shall be deemed to have been approved by the Committee. The date of submission is herein defined as the date upon which any member of the Committee has received said site plans and specifications.

### **Section 3. Character of Building.**

3.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of units consistent with its plan for Michakewa Shores. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all unit owners, and for the preservation of the Developer's concept for the development of the Project, the Developer wishes to make certain that any development of a unit will maintain the natural beauty of the Project, blend man-made structures into the natural environment to the extent reasonably possible, and in general, will be consistent with its plan for Michakewa Shores, including the following:

(a) No building shall be erected on any unit except a single, private dwelling to be occupied by not more than one (1) family, for residential purposes, and recreational purposes incidental thereto, only, with, at a minimum, an attached or detached two (2) car garage; lots may feature both an attached and a detached garage. The unit area free of all buildings shall constitute at least seventy-five percent (75%) of the total land area of the unit.

(b) Each dwelling shall have a minimum of 1,400 square feet of finished living area on the first floor above grade excluding any garages, patios, decks, open porches, entrance porches, terraces, basements and like areas, whether or not they are attached to the main dwelling. Enclosed three season rooms located on the first floor above grade may be included in determining the finished living area if the room is an integral design feature of the house and the Committee approves. Any square footage of a dwelling which is part below grade shall not be included as part of the aforementioned minimum square footage. The total above-grade square footage of any attached or detached garage constructed on a unit shall not exceed fifty percent (50%) of the above-grade square footage of the dwelling constructed on that unit.

(c) Detached garages must be architecturally related to the primary residence in terms of color, design and materials and may not be constructed prior to the construction of the primary structure. Detached garages must be a minimum of 400 square feet and a maximum of 600 square feet. Detached garages are not to be used



for residential purposes. In no instance shall the total square footage of the attached garage be greater than 1,200 square feet and shall not be less than 576 square feet.

- (d) Maximum building height is 35 feet.
- (e) All chimney chases, including, but not limited to, fireplaces, furnaces, heaters or stoves shall be made of natural or man-made stone or masonry.
- (f) All dwellings shall have sidewalls of not less than eight (8) feet in height and a roof pitch of not less than 7/12.
- (g) Roofing materials shall be of darker shades. Materials shall be slate, cedar or 30-plus year textured asphalt shingles, metal roofs with dark colors or other materials of similar high quality as approved by the Committee.
- (h) Mobile homes, factory built modular structures, double-wide mobile homes and any other factory built structures which have metal frames and/or titles (whether referred to as "modular" or not) shall not be permitted. Campers, basement homes, tents, shacks, garages, barns or other outbuildings shall not be used as a temporary or permanent residence. No exterior cinder block or cement block dwellings shall be permitted. Earth and berm type dwellings, A-frames and dome-shaped structures shall not be permitted. Panelized structures are specifically permitted.
- (i) All exteriors shall be of such color so as to "blend" in with the natural surroundings and shall generally be of darker shades, composed of natural wood (e.g. redwood, cedar or logs), brick, masonry-type sidings or stone. The exterior siding may be of such other materials that may be approved by the Committee. No aluminum siding will be allowed except for such uses as gutters and soffit.
- (j) Windows, all window frames, casings, sills and lintels will be of wood, vinyl or aluminum clad (painted).
- (k) All construction materials shall satisfy all applicable building code requirements.

#### **Section 4. Construction.**

4.1 The front setback (the setback from Long Lake) shall be a minimum of fifty (50) feet from the ordinary high water mark of the lake or twenty (20) feet from the top of the bluff line or edge of wetland as indicated on Exhibit B, whichever is greater (no structures are permitted in this area except docks, improved walkways, stairways and decks without railings); the rear setback (setback from the general common element roadway) shall be thirty-five (35) feet; and side yard setbacks shall be twelve (12) feet from a side lot line. No structures, overhangs, improvements (except decorative fencing, driveways, septic systems and wells (if permitted by the health



department), landscaping elements, and mailboxes) or storage will be permitted in these areas.

4.2 All improvements shall be located so as to comply with the setback restrictions as described in Section 4.1 of this Article VI and as shown on Exhibit "B" attached hereto, and shall comply with all applicable zoning and building codes and/or ordinances.

4.3 The location of all improvements shall be designed and located so as to be compatible with the natural surroundings and with the other units.

4.4 The improved walkways, stairways, and decks shall be constructed using non-reflective, natural-colored materials and shall not be placed within twelve (12) feet of a side lot line.

4.5 Unit owners are required to connect their respective driveways to the paved, private roadways and their respective utility lines to the utility leads located within the utility easement areas.

4.6 All stumps, trees and brush, cut or cleared during construction on any unit must be removed from the Michakewa Shores Premises, except timber cut and saved for firewood, in reasonable amounts. Prior to burning, a permit should be obtained from the local fire department and/or the Michigan Department of Environmental Quality.

4.7 No Co-Owner shall interfere with the natural surface drainage from other units.

4.8 The exterior of any Improvement shall not remain incomplete for a period of longer than nine (9) months from the date upon which the construction of the Improvement was commenced without the approval of the Committee prior to the expiration of said period; all construction shall be pursued diligently to completion.

4.9 All land cuts caused by driveway installation or home construction must be stabilized with appropriate erosion control materials and in accordance with applicable permits.

4.10 Each unit owner shall be responsible for any damage to a common area or improvements, which occurs as a result of construction on the unit owner's unit and all such damage, shall be repaired within thirty (30) days of occurrence by the responsible unit owner. In connection therewith, no heavy equipment is permitted on the roadway until Cheboygan County "Frost Laws" are lifted each spring.

4.11 Any debris resulting from the construction or improvement or alteration of a unit shall be removed from the lot at least twice per month in order to prevent an unsightly or unsafe condition.





## **Section 5. Landscaping/Grade.**

5.1 Natural groundcover, wood chips or other natural plantings that are indigenous to the area are encouraged.

5.2 In order to promote a “more rather than less” wooded aesthetic appearance throughout the Project, tree removal on lots shall be limited to the removal of not more than fifty (50) percent of trees which are six (6) inches or more in diameter at a height of four (4) feet above grade, except for dead, diseased, or potentially dangerous trees. Tree removal necessary for construction of lot improvements is exempt from this calculation.

5.3 The grade of the respective units shall be maintained in harmony with the topography of the Project and with respect to adjoining units.

5.4 In the interest of preserving the existing established condition of natural slopes, the unit owner shall maintain groundcover to prevent water and wind erosion to their unit.

5.5 All foundation landscaping (including driveway installation) must be completed according to the submitted and approved site plan as required in Article VI, Section 2 herein within six (6) months of completion of the building and all yards must be seeded or sodded within six (6) months of completion of the building and be properly maintained thereafter.

5.6 Any and all landscaping necessary to substantially restore the unit to, as is reasonably possible, its pre-construction status must be completed within six (6) months after the date of completion of the exterior of the Improvement.

5.7 In particular areas of lots where a potential for view obstruction of Long Lake from other unit(s) exists, landscaping elements should be limited to those whose height will not exceed forty-eight (48) inches, unless otherwise approved by the Committee in order to provide greater landscaping flexibility.

5.8 Treatment of lawns and gardens using standard type fertilizers and pesticides with potentially harmful effects on the soil, watershed or Long Lake water quality shall not be permitted. Fertilizers (with 3% or less phosphorous content) and pesticides deemed to be “environmentally sensitive” will be identified by the Board and may be permitted.

5.9 It is the intention of the Developer to create a natural vegetation buffer along the shoreline of Long Lake and at the same time allow lake front unit owners to make prudent and necessary improvements for lake access and lake views. The purpose of this buffer is to protect water quality, preserve and enhance vegetation along



the shoreline, preserve wildlife habitat, mitigate aesthetic impacts and reduce soil erosion and sedimentation. A lawn is not an acceptable natural vegetation buffer.

(a) Within forty (40) feet of the ordinary high water mark for Long Lake, native trees, shrubs and vegetation should be maintained and enhanced. Unit owners shall not remove more than fifty (50) percent of the trees which are six (6) inches or more in diameter at a height of four (4) feet above grade, except for dead, diseased or potentially dangerous trees, nor shall they remove more than twenty (20) percent of the natural low lying (less than three (3) feet in height) ground vegetation on slopes 50% and greater or fifty (50) percent of the natural low lying (less than three (3) feet in height) ground vegetation on slopes less than 50%, exclusive of the removal of noxious plants. Limbing up of trees to achieve a filtered view is permitted.

(b) Planting of native or other appropriate species shall be allowed to enhance and protect the shoreline. The Cheboygan County Soil Conservation District, MSU Cooperative Extension Office or the Michigan Department of Natural Resources would be good resources for consulting on selection of species to be planted.

(c) Footpaths constructed of permeable materials, stairways, decks without railings, boardwalks and retaining walls shall be permitted in the natural vegetation buffer.

(d) Any construction activities within a regulated wetland area shall require a permit from the MDEQ.

(e) Improvement activities on slopes leading directly to Long Lake may require a permit from the Cheboygan County Drain Commissioner.

## **Section 6. Miscellaneous.**

6.1 Decorative, split rail fencing of the standard two-rail variety shall be permitted. Metal and chain link fencing is specifically prohibited. Safety fencing surrounding in-ground swimming pools must be of wood, wrought iron, stone or other natural material construction, but in no case may be taller than the minimum required by code. Garden and landscape fencing shall be permitted so long as its height does not exceed three (3) feet and is made of wrought iron, stone or other appropriate material approved by the Committee. All other types of fencing shall be prohibited anywhere on the Condominium Premises except for "invisible" fencing for pet control.

6.2 Screening, including but not limited to, vegetative screening, including hedges, or walls constructed of natural type materials (must be aesthetically related to the primary structure), shall be of no greater height than four (4) feet and shall in no instance obstruct other unit owner's views of Long Lake.



6.3 No external air conditioning unit shall be placed in or attached to a window or wall of any structure. No compressor or other component of an air conditioning system, heat pump or similar system shall be visible from any roadway. To the extent reasonably possible, external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining units in terms of noise or view. Air conditioning units shall be located in such areas so as to be as inconspicuous as possible and shall be screened from direct view with shrubbery or other vegetative materials.

6.4 Carports are specifically prohibited.

6.5 No exposed concrete or concrete blocks shall be permitted on any exterior except for foundation walls, which may be exposed to a maximum height of eighteen (18) inches above the finished ground level (grade). Any concrete or concrete block wall, which exceeds eighteen (18) inches in height above finished grade, must be covered with an approved exterior finish material.

6.6 All utilities, including, but not limited to, telephone, electric, cable television and gas, shall be underground from the private roads to all structures. Overhead utility service is not permitted anywhere on the Project for other than temporary uses. Note that the Project is cable-ready but as of the initial recording of the Condominium Documents no cable company services the Project area.

6.7 Only satellite dishes of thirty-two (32) inches or less in diameter are permitted, and must be attached to the principal dwelling in a location that is as inconspicuous as reasonably possible. In the event that a satellite dish is unable to function properly when attached to the principal dwelling, then the location of the satellite dish must be specifically approved by the Committee.

6.8 No unit owner may be permitted to construct and/or use and operate their own external radio and/or television antenna without the approval of the Developer and/or the Association, as the case may be.

6.9 Propane gas tanks are specifically prohibited.

6.10 All driveways, aprons and parking areas must be stabilized with appropriate materials. For the purposes of emergency vehicle access, the areas cleared for driveway purposes must be at least sixteen (16) feet wide, with a driveway travel-surface of at least twelve (12) feet in width and have a clearance (height) of at least twelve (12) feet. All driveways shall be constructed as a paved (asphalt or concrete), brick or fixed-stone surface.

6.11 Above-ground swimming pools shall not be permitted. Each unit owner shall be solely responsible to insure limited access to any pool, hot tub or whirlpool and shall be solely responsible for constructing or installing all necessary (or required)





safety measures. Pools, hot tubs and whirlpools must be constructed so that they drain in a manner approved by the Committee.

6.12 No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any unit without the prior written approval of the Committee.

6.13 The size, color, style, location and other attributes of the mailbox and/or newspaper receptacle for any residence shall be as specified by the Committee.

6.14 Salting of roads is not permitted.

6.15 Outdoor wood-burning type stoves for home and/or garage heating purposes shall not be permitted.

### **Section 7. Requirements, Restrictions and Regulations Relative to Construction Activities.**

7.1 The owner and general contractor shall maintain a dumpster on the unit during the course of construction and shall deposit all trash, garbage, scraps and other disposable items into the dumpster. They shall maintain the unit in a sightly and clean condition during the course of construction. The location of the dumpster shall be approved by the Developer and/or the Committee. It is the intent to approve only locations that render the dumpster as unobtrusive as reasonably possible.

7.2 Upon completion of construction, the dumpster and all trash, garbage, scraps and other debris arising during construction activities shall be promptly removed.

7.3 To the extent reasonably possible, dirt, mud and other debris shall be kept off of any road during and after the course of construction. Regular sweeping and/or cleaning of the roads at intervals specified by the Developer and/or the Committee may be required. Upon completion of construction, roads shall be required to be swept and/or cleaned one final time.

7.4 The Developer and/or the Committee shall have the authority to determine whether or not an owner or the owner's general contractor or builder is in compliance with the foregoing requirements and obligations found in this Section 7. In the event that the owner, general contractor or builder fails to observe or perform any obligation under this Section, the Developer and/or the Committee shall have the right (but not the obligation) to enter upon the unit and correct or rectify such failure, including by installing or relocating a dumpster, disposing of debris and sweeping or otherwise cleaning a road. The Developer and/or Committee shall be entitled to be reimbursed by the unit owner and the general contractor or builder for all costs incurred by the failure, which reimbursement shall be made within five (5) days following receipt of bill.



The Committee shall have the right to waive or vary any of the restrictions contained in this Article VI, except for Section 5, and where prohibited or limited herein or where such waiver or variance would result in non-compliance with any federal, State or local regulation, in such cases as the Committee, in its sole judgment, shall deem to be in the best interest of those owning property in Michakewa Shores, as long as any such modified restriction is in substantial conformity with the Developer's intent for the Project.

## ARTICLE VII

### DEVELOPMENT RESTRICTIONS

**Section 1.** No unit in Michakewa Shores shall be used for other than single-family residential purposes, and recreational uses incidental thereto, only, and the common elements shall be used only for purposes consistent with the use of single-family residences. Not more than one single-family dwelling with an attached and/or detached garage shall be permitted on the Lots. Detached outbuildings are not permitted on units.

**Section 2.** Home occupations are permitted as long as they are operated entirely within the dwelling or accessory building, employ no persons other than the occupants of the dwelling, generate no commercial traffic, generate no external storage requirements, generate no additional parking requirements and comply with all zoning regulations. No signage relating to home businesses shall be permitted.

**Section 3.** No unit owner shall rent or lease his residence without submitting the required form to the Board of Directors of the Association and obtaining written approval of the Board of Directors of the Association prior to renting.

No unit owner may rent or lease a residence more than six (6) times in any one calendar year with a maximum of two (2) leases in any given month. In each of these six (6) permitted rental or lease periods, the minimum allowable lease term shall be six (6) nights. A lessee shall be governed by such Rules and Regulations as prescribed by the Board of Directors of the Association. Failure to comply with said Rules and Regulations shall automatically terminate such rental agreement or lease and said lessee shall, upon order of the Board of Directors, immediately vacate the leased premises. Any lessee in violation of this provision shall not be permitted the use of the common areas.

**Section 4.** No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or may become an annoyance or a nuisance to the Co-Owners of the Project, nor shall any unreasonably noisy activity be carried on in any unit or on the



common elements. No Co-Owner 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 rate of insurance on the Project without the written approval of the Association and the responsible Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

**Section 5.** No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers, which shall be kept out of view of the roadways. Garbage containers shall not be left at the road for more than 24 hours in any one week.

**Section 6.** The general common elements shall not be used for storage of supplies, materials, personal property of Co-Owners or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association and as provided in Section 7 below. In general, no activity shall be carried on nor condition maintained by a Co-Owner either on his unit or upon the common elements, which spoils the appearance of Michakewa Shores.

**Section 7.** The Developer has established a designated storage area within the general common element open space as shown on Exhibit "B" attached hereto. Said storage area is limited to the storage of recreational vehicles, including, but not limited to, boats, trailers, campers, ATVs, personal watercraft (PWC) and snowmobiles. Unless otherwise expressly permitted by the Association, no Co-Owner may store more than one (1) such recreational vehicle upon said storage area at any one time. A trailer accommodating up to four (4) ATVs, PWCs or snowmobiles is herein to be construed as one (1) such recreational vehicle. All recreational vehicles permitted within this storage area shall be properly registered, licensed, insured and operational. No other storage of any kind is permitted upon the general common element open space. The storage area shall be kept in reasonably neat order and repair. Access to the storage area shall be off of S. River Road onto the existing gravel two track near the south boundary of the property.

**Section 8.** No Co-Owner shall recreationally use, or permit the recreational use by any occupant, agent, employee, invitee, guest or member of his family of any firearms or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises. Hunting on the Condominium Premises is prohibited.

**Section 9.** Camping, including the use of recreational vehicles for dwelling purposes is permitted for not more than 30 days in a calendar year. Upon completion of the first home, camping is permitted on a unit for not more than 5 consecutive days nor more than 10 days in any month, nor more than 30 days in a calendar year. Camping on units shall be prohibited after January 1, 2010 or the completion of 7 houses, whichever occurs first. Tent camping in the general common element open



space, no closer than 200 feet east of the recreational trail, will continue to be permitted. A camping permit is required from Cheboygan County.

**Section 10.** No travel trailers, motor homes, commercial vehicles (except one light commercial vehicle used in the Co-Owner's employ), boat trailers, boats, camping vehicles, all-terrain vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the units for extended periods of time (defined as more than fourteen (14) days in any twelve (12) month period) except within a garage. Unit owners shall park their personal automobiles on their driveways or in their garages only.

**Section 11.** No signs or other advertising devices shall be displayed on the Project Premises, except those of the Developer and garage/yard sale signs on the actual days of any such sales (as permitted in Section 18 below). Real estate "For Sale" signs are specifically permitted on units upon which a principal dwelling has been constructed. "For Sale" and garage/yard sale signs shall be limited in size to three square feet.

**Section 12.** No animals of any kind shall be raised, kept or permitted upon the Project Premises other than usual household pets. Such animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other unit owners. Unit owners are responsible for cleaning up after their pets. In no event shall any savage or dangerous animal be kept. Pets shall not be permitted to run free except within units utilizing "invisible" fencing. All pets shall be subject to such rules and regulations as the Association shall from time to time adopt.

**Section 13.** Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 8, of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than seventy-five (75%) percent of all Co-Owners in number except that the Co-Owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

**Section 14.** The Association or its duly authorized agents shall have access to each unit (but not the improvements (buildings) constructed thereon) and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance,



repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit.

**Section 15.** Each Co-Owner shall maintain his unit for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

**Section 16.** None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time, or of any builder (with the express written consent of the Developer). For the purposes of this section, the development and sales period shall be deemed to continue so long as Developer owns any unit, which he offers for sale or re-sale. Until all units in the entire Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

**Section 17.** The speed limit on all private roadways for all vehicles except emergency vehicles shall be twenty (20) miles per hour.

**Section 18.** No unit owner shall be permitted to conduct more than one (1) garage/yard sale per calendar year; any such sale must not be conducted for greater than two (2) consecutive days and may only be held on those days specified in advance by the Association.





**Section 19.** All garbage and refuse shall be promptly disposed of so that it will not be objectionable. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed with vegetative screening.

**Section 20.** No tanks of any kind shall be erected, placed or permitted on any unit except as specifically provided herein. .

**Section 21.** Woodpiles shall be neatly stacked, properly screened and located adjacent to the house.

**Section 22.** Unit owners are strongly encouraged to limit the use of tarps on their unit. Tarps, when in use, shall not be of such a size or color so as to compromise the aesthetics of the Project.

**Section 23.** No bug lights, so-called "bug zappers" or other similar bug elimination devices shall be erected or maintained on any unit, except for the Mosquito Magnet or similar type devices which are specifically allowed.

**Section 24.** No ramp, incline or like structure for the facilitation of skateboarding, roller skating, roller blading or like activities shall be erected or maintained on the Project Premises. The Developers or the Committee shall have the authority to determine conclusively whether a structure falls within the prohibition set forth in this paragraph.

**Section 25.** No outdoor property night lights of any kind shall be permitted to cast its direct rays beyond any of the boundary unit lines of the unit in which it is installed or maintained and shall be located below tree level. Properly shielded, timed (excluding dusk to dawn timers) or automatic, lighting devices will be permitted.

**Section 26.** It is the Developer's intent is to preserve the wildlife and natural habitats of the Project Premises, to the greatest extent possible. Each unit owner shall minimize its environmental impact and minimize the risk of environmental contamination or hazards to any common element or to his unit.

(a) No person shall use any common element or their unit as a dump or landfill or as a facility for waste treatment, storage or disposal.

(b) No person shall cause or permit the release or disposal of any petroleum products or hazardous substances on any common element or their unit.

(c) No person will conduct any operations or activity on the Project in violation of any federal, State or local environmental law.



(d) Each unit owner shall not permit any condition to exist on the Project in violation of any federal, State or local environmental law.

(e) Each unit owner shall immediately notify all appropriate governmental agencies of any release or threatened release of hazardous substances or petroleum products within any common element of the Project or his unit.

(f) Each unit owner shall immediately notify the Developer and the Association of any communication from any governmental agency regarding any release or threatened release of hazardous substances or petroleum products on or relating to any common element or his unit and upon request of the Developer or the Association, each unit owner shall provide the Developer with copies of all documents relating to such communications.

(g) No unit owner shall use any slope leading directly down to Long Lake for dumping of trash, brush, clippings, leaves, debris, etc.

**Section 27.** Use of the dedicated open space is strictly limited to recreational and conservation purposes as defined herein only. The dedicated open space is intended for pedestrian and recreational use (including but not limited to hiking, biking and cross-country skiing) by the Co-Owners and their guests only and for preservation of such areas in a natural state. The Association is permitted to utilize vehicles on such areas in furtherance of any maintenance activities and the Developer, and its agents, successors and assigns, is permitted to utilize vehicles on such areas pursuant to any of its reserved rights. Otherwise, no motorized vehicles of any type will be allowed on the dedicated open space at any time. Excluded from this restriction is use of the emergency road/storage area access for the purposes of emergency situations as well as limited vehicular access to the designated storage area. Mail boxes shall be permitted within the dedicated open space if necessary.

**Section 28.** The Association shall maintain the dedicated open space areas in as natural a state as possible and shall regularly perform necessary periodic maintenance such as but not limited to grass mowing, trimming of existing vegetation, as needed and removal of debris so as to maintain an attractive, natural appearance.

**Section 29.** Snowmobiles shall be allowed on the general common element roadways (at a maximum of 20 mph) on the shoulder areas where practicable, for purposes of entering and exiting the Project only.

**The Committee shall have the right to waive or vary any of the restrictions contained in this Article VII, except where prohibited or limited herein or where such waiver or variance would result in non-compliance with any federal, State or local regulation, including but not limited to the Cheboygan County Zoning Ordinance, as amended, and local police power ordinances, in such cases as the**



**Committee, in its sole judgment, shall deem to be in the best interest of those owning property in Michakewa Shores, as long as any such modified restriction is in substantial conformity with the Developer's intent for the Project.**

## ARTICLE VIII

### MORTGAGES

Section 1. Any Co-Owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-Owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such unit that is not cured within sixty (60) days.

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

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

## ARTICLE IX

### AMENDMENTS

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

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

Section 3. Except as expressly limited in Section 5 of this Article IX, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3)





of all Co-Owners in number i.e. two-thirds of all Co-Owners entitled to vote as of the record date for such vote.

Section 4. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the First Board of Directors upon proposal of amendments by the Developer without approval from any person to make such amendments as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

Section 5. 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.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such person actually receives a copy of the amendment.

Section 7. Under no circumstances shall any amendment be adopted which would allow for a violation of the Cheboygan County Zoning Ordinance, as amended, or any local police power ordinance.

## ARTICLE X

### COMPLIANCE

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

## ARTICLE XI

### DEFINITIONS

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



## ARTICLE XII

## REMEDIES FOR DEFAULT

Section 1. Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

(b) In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall recover the costs of the proceeding and reasonable attorney fees (not limited to statutory fees), as determined by the Court, but in no event shall any Co-Owner be entitled to recover such attorney fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have been first duly adopted by the Board of Directors of the Association, and notice thereof given to all Co-Owners in the same manner as prescribed in Article II, Section 4, of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in Article II, Section 4 of the Association Bylaws, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines shall be levied for the first violation. No fine shall exceed \$250.00 for the second violation, \$500.00 for the third violation or \$1,000.00 for any subsequent violation.

Section 2. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provisions, covenant or condition in the future.



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

### ARTICLE XIII

#### SEVERABILITY

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

CHEBOYGAN COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 76

EXHIBIT B  
 TO THE MASTER DEED OF  
**MICHAKEWA SHORES**

A CONDOMINIUM PROJECT  
 ALOHA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN  
 DESCRIBED AS:

THAT PART OF GOVERNMENT LOT 7, SECTION 1, PART OF GOVERNMENT LOT 5, SECTION 2 AND PART OF GOVERNMENT LOT 4, SECTION 12, T36N, R1W, ALOHA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTION 1 AND SECTION 2, T36N R1W; THENCE ALONG THE LINE COMMON TO SAID SECTION 1 AND 2, S00°09'38"E, 1609.86 FEET TO THE POINT OF BEGINNING; THENCE N65°30'49"E, 174.69 FEET; THENCE N44°35'34"E, 631.28 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY OF SOUTH RIVER ROAD; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY, S47°05'01"E, 1037.68 FEET, TO THE EAST LINE OF GOVERNMENT LOT 7 OF SAID SECTION 1; THENCE ALONG SAID EAST LINE, S01°16'01"E, 1079.06 FEET, TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF GOVERNMENT LOT 4 OF SAID SECTION 12; THENCE ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, S00°35'25"E, 1413.53 FEET, TO THE INTERMEDIATE TRAVERSE LINE OF LONG LAKE; THENCE THE FOLLOWING (18) COURSES AND DISTANCES ALONG SAID INTERMEDIATE TRAVERSE LINE: (1) N58°42'12"W, 216.18 FEET; (2) N49°29'00"W, 148.00 FEET; (3) N44°47'14"W, 162.31 FEET; (4) N57°34'47"W, 113.93 FEET; (5) N42°04'39"W, 194.33 FEET; (6) N25°19'50"W, 321.07 FEET; (7) N20°24'16"W, 107.58 FEET; (8) N26°29'46"W, 91.82 FEET; (9) N23°59'28"W, 203.61 FEET; (10) N24°35'00"W, 349.91 FEET; (11) N28°16'28"W, 308.38 FEET; (12) N18°12'24"W, 124.38 FEET; (13) N33°57'39"W, 102.12 FEET; (14) N22°13'25"W, 197.62 FEET; (15) N42°13'10"W, 119.07 FEET; (16) N48°45'57"W, 180.80 FEET; (17) N59°43'05"W, 105.04 FEET; (18) N59°28'32"W, 124.98 FEET; THENCE N65°21'10"E, 454.11 FEET, TO THE POINT OF BEGINNING, CONTAINING 56.14 ACRES, (CALCULATED TO THE INTERMEDIATE TRAVERSE LINE), INTENDING TO INCLUDE ALL LAND LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE SHORE OF LONG LAKE, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS IF ANY.

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 SURVEYOR'S CERTIFICATE ON SHEET 2.

INDEX OF SHEETS

TITLE	SHEET NO.
COVER SHEET	1
SURVEY PLAN	2
SURVEY PLAN	3
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SITE PLAN OF EXPANDABLE AREA	6
SITE PLAN, UTILITY PLAN AND FLOODPLAIN PLAN	7
SITE PLAN, UTILITY PLAN AND FLOODPLAIN PLAN	8
SITE PLAN, UTILITY PLAN AND FLOODPLAIN PLAN	9

LIBER 1029 PAGE 457



PROJECT: MICHAKEWA SHORES, ALOHA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN - PLATTED 5/17/2006 8:47 AM BY: BRADLEY A. KALMBACH, II, REGISTERED PROFESSIONAL SURVEYOR, REG. NO. 52476

REV#	DATE	DESCRIPTION	BY

NET VALUE FOR CONSTRUCTION UNLESS SHOWN AND DATED

21 West McCoy Road, P.O. Box 816  
 Traverse City, MI 49784  
 TEL: 231.946.2288 FAX: 231.946.2281  
 www.wadetrim.com

McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

**DEVELOPER**  
 McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

**SURVEYOR - ENGINEER**  
 WADE TRIM, INC.  
 271 WEST McCOY ROAD  
 GAYLORD, MI 49735

ALL SHEETS ARE NEW OR HAVE BEEN MODIFIED.

COVER SHEET

"MUST BE BUILT"  
 THIS SHEET PREPARED BY:  
 WADE TRIM GROUP, INC.

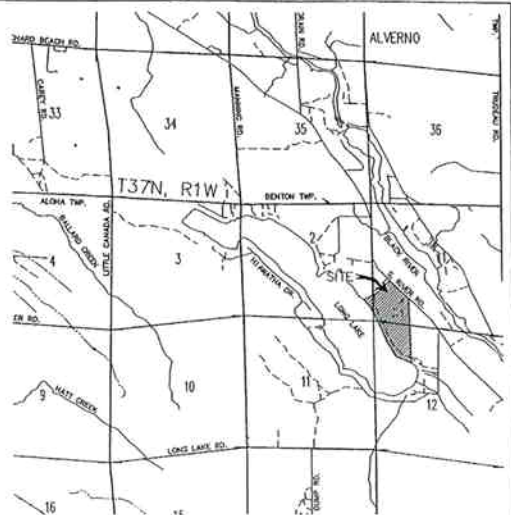
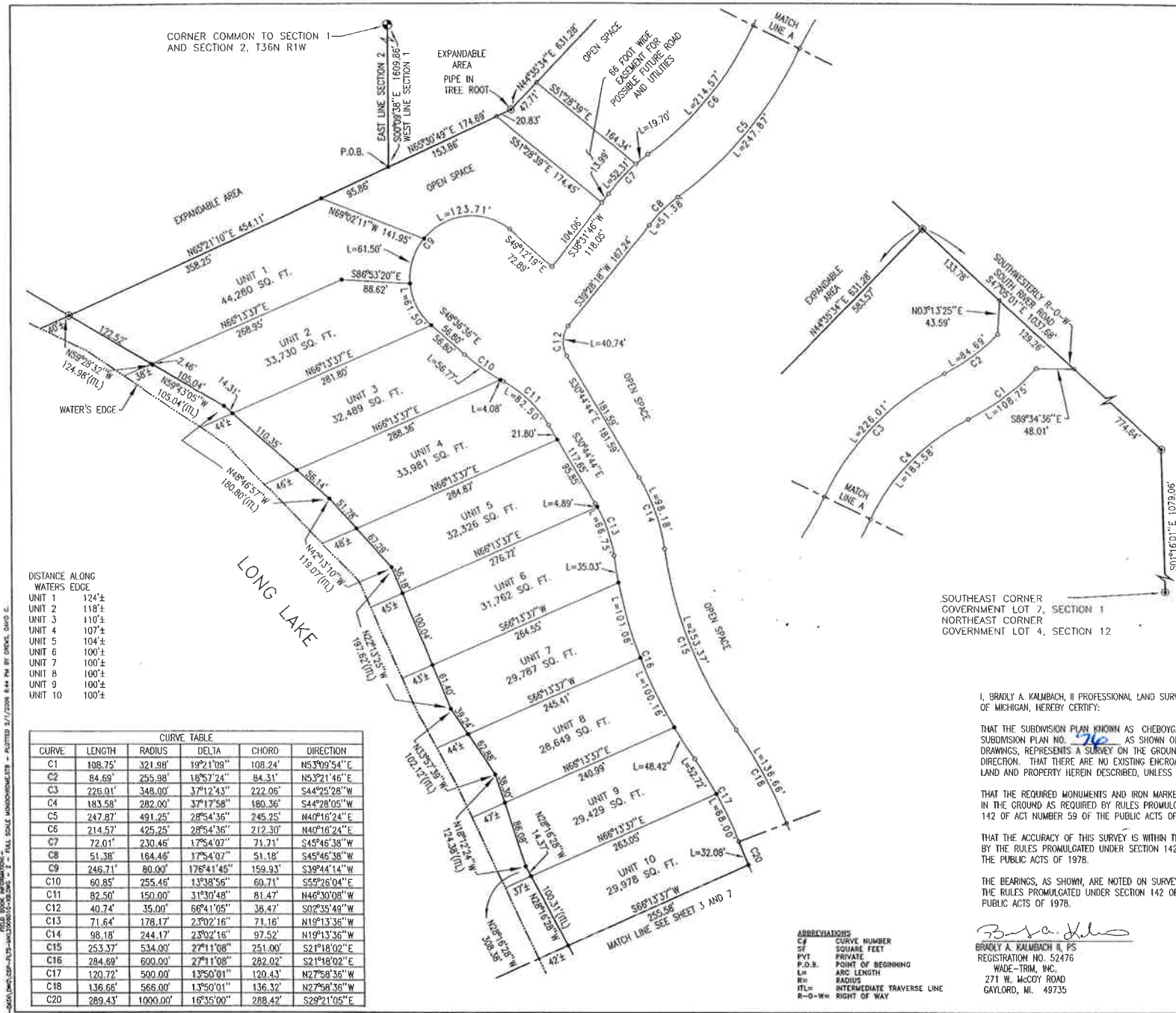
"MICHAKEWA SHORES"  
 A SITE CONDOMINIUM

*Bradley A. Kalmbach II*  
 BRADLEY A. KALMBACH, II  
 PROFESSIONAL SURVEYOR  
 REGISTRATION NO. 52476

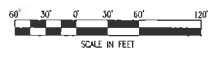
ISSUED FOR RECORDING	DATE: 4/25/06	BY: BAK	JOB NO.: MKL2006-01G
SHEET			1

MICHAKEWA SHORES, A SITE CONDOMINIUM





VICINITY MAP  
NO SCALE



GOVERNMENT CORNER  
SET CONCRETE MONUMENT  
SET IRON WITH CAP #46658  
SET 5/8" X 24" REBAR & CAP LABELED  
"CAVEYSON 46658"  
CONDOMINIUM BOUNDARY  
UNIT BOUNDARY

NOTE: ALL CURVE DIMENSIONS SHOWN ON UNITS ARE ARC LENGTHS.  
ALL ROADS ARE 66' WIDE PRIVATE ROADS.  
LOT AREAS CALCULATED TO THE WATER'S EDGE.  
LOT LINES EXTEND TO THE WATER'S EDGE.

DISTANCE ALONG  
WATERS EDGE

UNIT 1	124'±
UNIT 2	118'±
UNIT 3	110'±
UNIT 4	107'±
UNIT 5	104'±
UNIT 6	100'±
UNIT 7	100'±
UNIT 8	100'±
UNIT 9	100'±
UNIT 10	100'±

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION
C1	108.75'	321.88'	19°21'09"	108.24'	N53°09'54"E
C2	84.69'	255.98'	18°57'24"	84.31'	N53°21'46"E
C3	226.01'	348.00'	37°12'43"	222.06'	S4°25'28"W
C4	183.58'	282.00'	37°17'58"	180.36'	S4°28'05"W
C5	247.87'	491.25'	28°54'36"	245.25'	N40°16'24"E
C6	214.57'	425.25'	28°54'36"	212.30'	N40°16'24"E
C7	72.01'	230.46'	17°54'07"	71.21'	S45°46'38"W
C8	51.38'	184.46'	17°54'07"	51.18'	S45°46'38"W
C9	246.71'	80.00'	176°41'45"	159.93'	S39°44'14"W
C10	60.85'	255.46'	13°38'56"	60.71'	S55°26'04"E
C11	82.50'	150.00'	31°30'48"	81.47'	N46°30'08"W
C12	40.74'	35.00'	66°41'05"	38.47'	S02°35'48"W
C13	71.64'	178.17'	23°02'16"	71.16'	N19°13'36"W
C14	98.18'	244.17'	23°02'16"	97.52'	N19°13'36"W
C15	253.37'	534.00'	27°11'08"	251.00'	S21°18'02"E
C16	284.69'	609.00'	27°11'08"	282.02'	S21°18'02"E
C17	120.72'	500.00'	13°50'01"	120.43'	N27°58'36"W
C18	136.66'	566.00'	13°50'01"	136.32'	N27°58'36"W
C20	289.43'	1090.00'	16°35'00"	288.42'	S29°21'05"E

ABBREVIATIONS  
 CF CURVE NUMBER  
 SF SQUARE FEET  
 PVT PRIVATE  
 P.O.B. POINT OF BEGINNING  
 L= ARC LENGTH  
 R= RADIUS  
 ITL= INTERMEDIATE TRAVERSE LINE  
 R-O-W= RIGHT OF WAY

SOUTHEAST CORNER  
GOVERNMENT LOT 7, SECTION 1  
NORTH EAST CORNER  
GOVERNMENT LOT 4, SECTION 12

I, BRADLY A. KALMBACH, II PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS CHEBOYGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 76 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LAND AND PROPERTY HEREIN DESCRIBED, UNLESS SHOWN OTHERWISE.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 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 NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

*Bradly A. Kalmbach II*  
 BRADLY A. KALMBACH II PS  
 REGISTRATION NO. 52476  
 WADE-TRIM, INC.  
 271 W. MCCOY ROAD  
 GAYLORD, MI 49735

"MUST BE BUILT"  
 THIS SHEET PREPARED BY:  
 WADE TRIM GROUP, INC.  
 "MICHAKEWA SHORES"  
 A SITE CONDOMINIUM



*Bradly A. Kalmbach II*  
 BRADLY A. KALMBACH, II  
 PROFESSIONAL SURVEYOR  
 REGISTRATION NO. 52476

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED

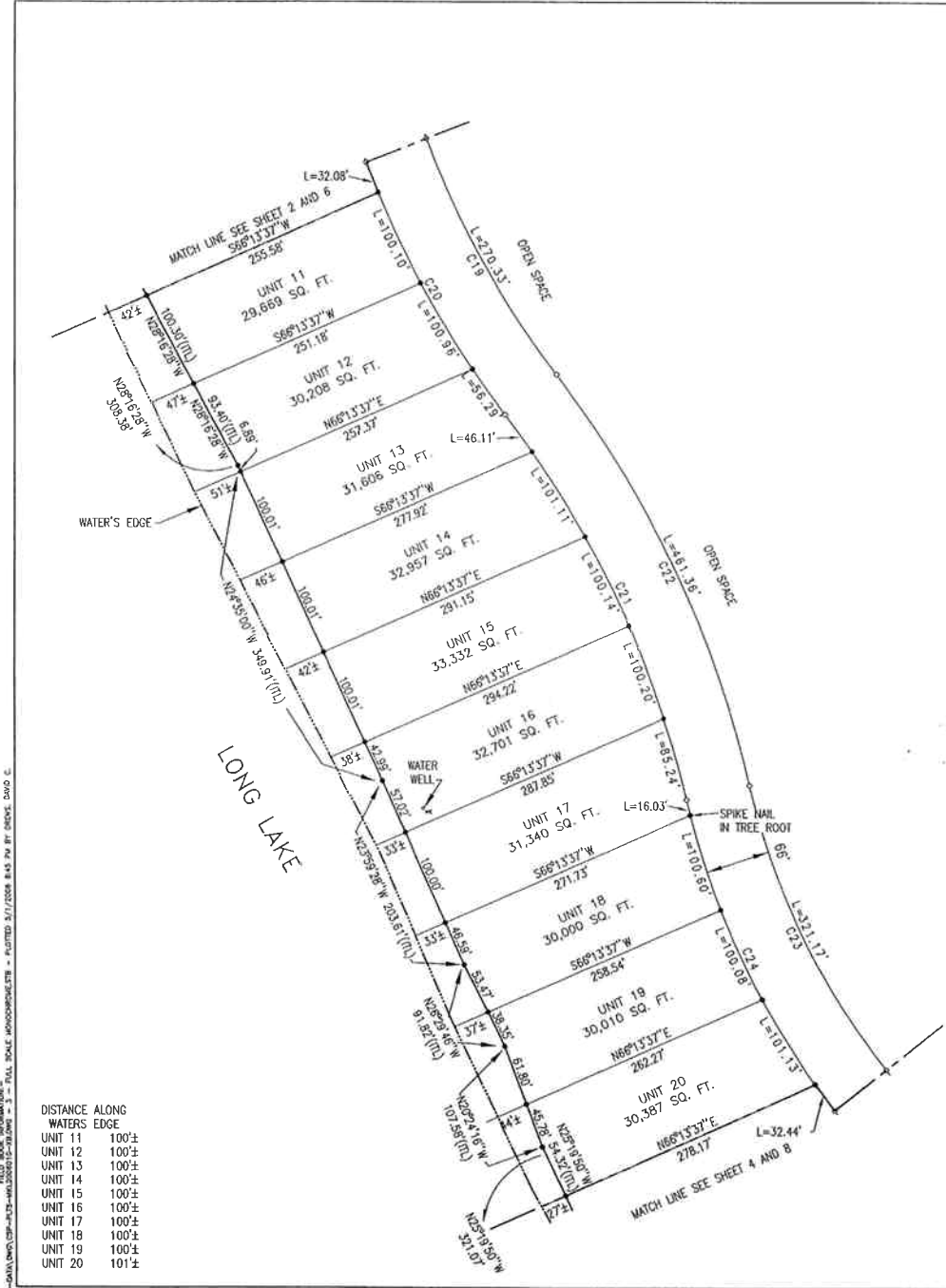
**WADE-TRIM**  
 271 West McCoy Road P.O. Box 818  
 Gaylord, MI 49735  
 616.732.2840/616.732.2841  
 Fax: 616.732.2841  
 www.wade-trim.com

McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

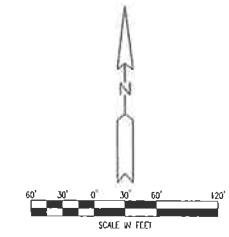
SURVEY PLAN

ISSUED FOR RECORDING	DATE: 4/28/08	BY: BAK	JOB NO: MKL2006-01G
			SHEET 2

MICHAKEWA SHORES - A SITE CONDOMINIUM



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION
C19	270.33'	934.00'	16°35'00"	269.39'	S29°21'05"E
C20	289.43'	1000.00'	16°35'00"	288.42'	S29°21'05"E
C21	432.80'	1000.00'	24°47'51"	429.43'	N25°14'39"W
C22	461.36'	1066.00'	24°47'51"	457.77'	N25°14'39"W
C23	321.17'	728.06'	25°16'30"	318.57'	S25°28'59"E
C24	350.28'	794.06'	25°16'30"	347.45'	S25°28'59"E



GOVERNMENT CORNER  
 SET CONCRETE MONUMENT  
 SET IRON WITH CAP #16558  
 SET 5/8"X24" REBAR & CAP LABELED  
 "DAVERSON 46558"  
 CONDOMINIUM BOUNDARY  
 UNIT BOUNDARY

NOTE: ALL CURVE DIMENSIONS SHOWN ON UNITS ARE ARC LENGTHS.  
 ALL ROADS ARE 66' WIDE PRIVATE ROADS.  
 LOT AREAS CALCULATED TO THE WATER'S EDGE.  
 LOT LINES EXTEND TO THE WATER'S EDGE.

DISTANCE ALONG WATER'S EDGE

UNIT 11	100'±
UNIT 12	100'±
UNIT 13	100'±
UNIT 14	100'±
UNIT 15	100'±
UNIT 16	100'±
UNIT 17	100'±
UNIT 18	100'±
UNIT 19	100'±
UNIT 20	101'±

ABBREVIATIONS  
 C# CURVE NUMBER  
 SF SQUARE FEET  
 PVT PRIVATE  
 P.O.B. POINT OF BEGINNING  
 L= ARC LENGTH  
 R= RADIUS  
 ITL= INTERMEDIATE TRAVERSE LINE  
 R-0-W= RIGHT OF WAY

**"MUST BE BUILT"**  
 THIS SHEET PREPARED BY:  
 WADE TRIM GROUP, INC.

**"MICHAKEWA SHORES"**  
 A SITE CONDOMINIUM

BRADLY A. KALMBACH, II  
 PROFESSIONAL SURVEYOR  
 REGISTRATION NO. 52476

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED

21 West McCoy Road, P.O. Box 618  
 Grand, MI 49731  
 800.732.2868/888.4448  
 Fax: 518.772.2591  
 www.wadetrimgroup.com

McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

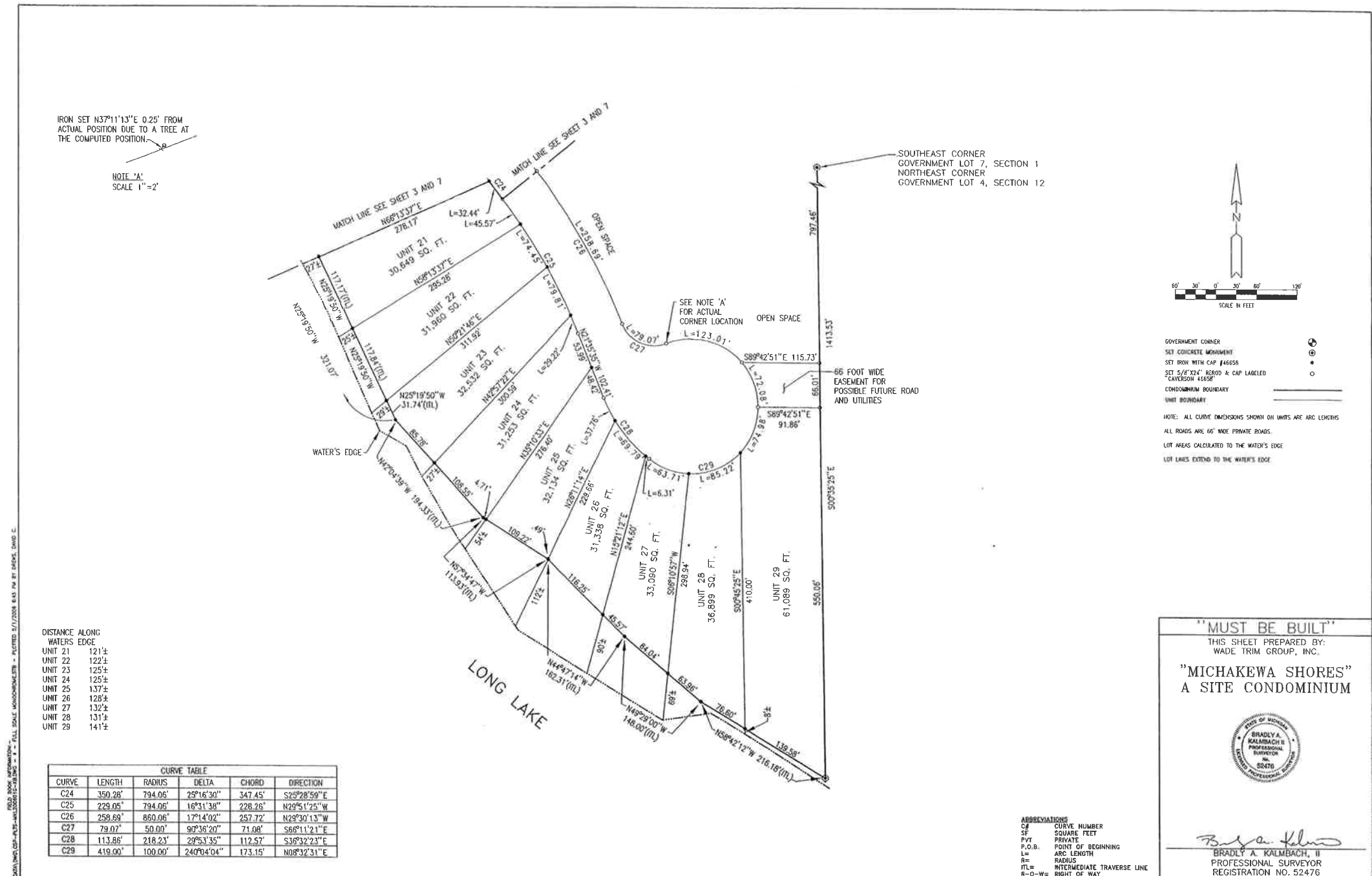
SURVEY PLAN

ISSUED FOR: RECORDING	DATE: 4/25/06	BY: BAK	JOB NO.: MKL2006-01G
SHEET			3

"MICHAKEWA SHORES" A SITE CONDOMINIUM

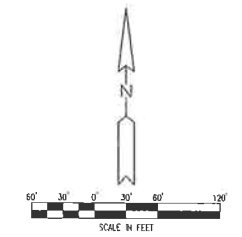


1029 460 66



IRON SET N37°11'13"E 0.25' FROM ACTUAL POSITION DUE TO A TREE AT THE COMPUTED POSITION.

NOTE 'A'  
SCALE 1"=2'



GOVERNMENT CORNER  
SET CONCRETE MONUMENT  
SET IRON WITH CAP #46558  
SET 5/8" X 24" BEROB & CAP LABELED  
'CAVERSON 45658'  
CONDOMINIUM BOUNDARY  
UNIT BOUNDARY

NOTE: ALL CURVE DIMENSIONS SHOWN ON UNITS ARE ARC LENGTHS  
ALL ROADS ARE 66' WIDE PRIVATE ROADS.  
LOT AREAS CALCULATED TO THE WATER'S EDGE  
LOT LINES EXTEND TO THE WATER'S EDGE.

DISTANCE ALONG  
WATERS EDGE

UNIT 21	121±
UNIT 22	122±
UNIT 23	125±
UNIT 24	125±
UNIT 25	137±
UNIT 26	128±
UNIT 27	132±
UNIT 28	131±
UNIT 29	141±

CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION
C24	350.28'	794.06'	25°16'30"	347.45'	S25°28'59"E
C25	229.05'	794.06'	16°31'38"	228.26'	N29°51'25"W
C26	258.69'	860.06'	17°14'02"	257.72'	N29°30'13"W
C27	79.07'	50.00'	90°38'20"	71.08'	S86°11'21"E
C28	113.86'	218.23'	29°53'35"	112.57'	S36°32'23"E
C29	419.00'	100.00'	240°04'04"	173.15'	N08°32'31"E

ABBREVIATIONS  
SF CURVE NUMBER  
SF SQUARE FEET  
PVT PRIVATE  
P.O.B. POINT OF BEGINNING  
L= ARC LENGTH  
R= RADIUS  
ITL= INTERMEDIATE TRAVERSE LINE  
R-O-W= RIGHT OF WAY

"MUST BE BUILT"  
THIS SHEET PREPARED BY:  
WADE TRIM GROUP, INC.

"MICHAKEWA SHORES"  
A SITE CONDOMINIUM

*Bradley A. Kalmbach II*  
BRADLEY A. KALMBACH, II  
PROFESSIONAL SURVEYOR  
REGISTRATION NO. 52476

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED.

WadeTrim  
270 West Main Street, P.O. Box 818  
Traverse City, MI 49684  
Tel: 231.946.1234  
Fax: 231.946.1234  
www.wadetrिम.com

McKEOUGH LAND COMPANY INC.  
104 S. UNION ST., SUITE 212  
TRAVERSE CITY, MI 49684

SURVEY PLAN

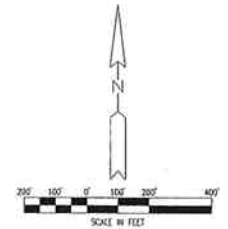
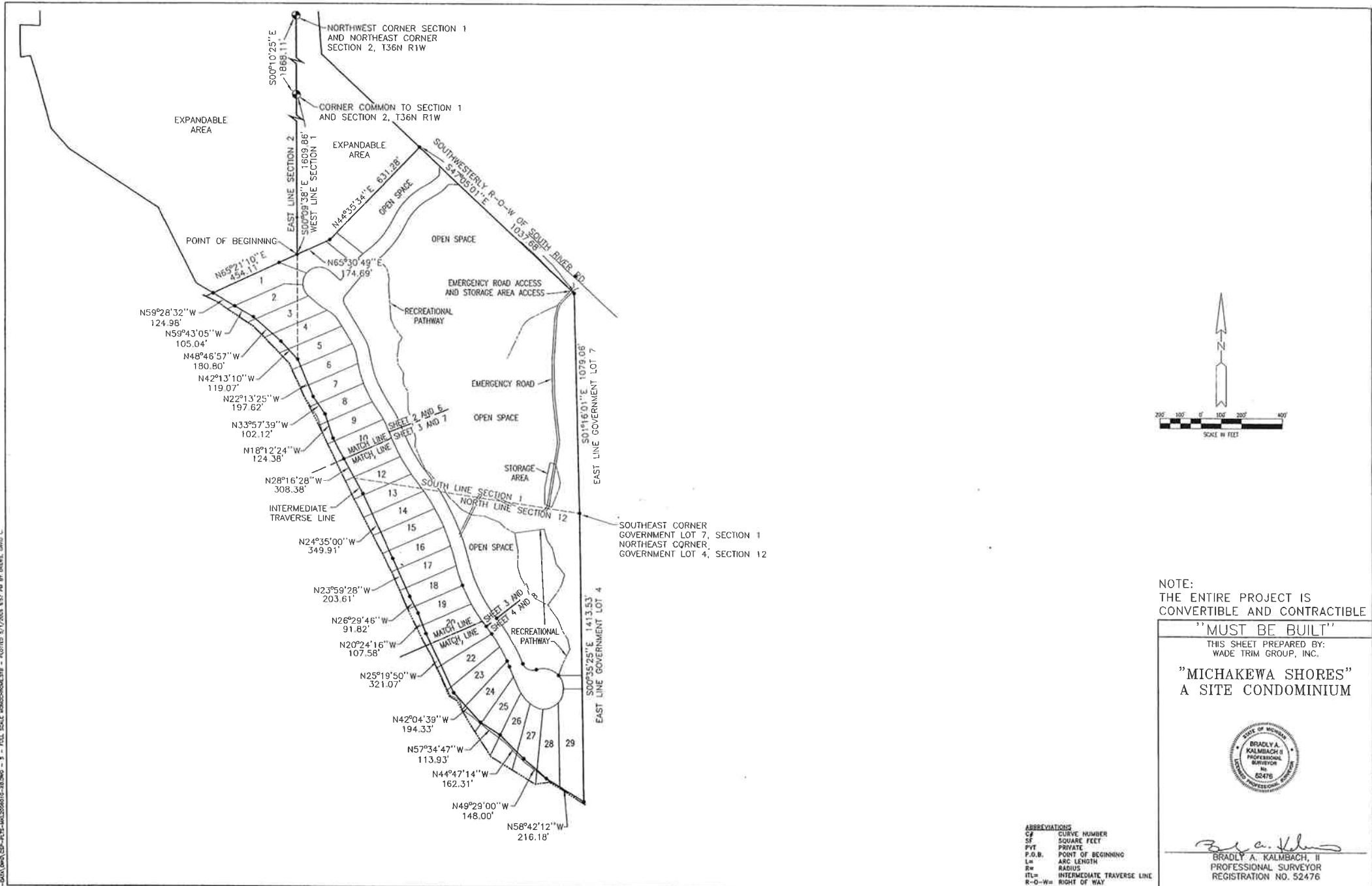
PROJECT NO.	DATE	BY	JOB NO.
	4/25/08	BAK	MKL2006-01G
SHEET			4





R1929 461 67

FILED: 8/1/2006 4:57 PM BY: DEWEL, DAVID C. PLATTED 8/1/2006 4:57 PM BY: DEWEL, DAVID C. FULL SCALE UNADJUSTED - PLATTED 8/1/2006 4:57 PM BY: DEWEL, DAVID C.



NOTE:  
 THE ENTIRE PROJECT IS  
 CONVERTIBLE AND CONTRACTIBLE

"MUST BE BUILT"  
 THIS SHEET PREPARED BY:  
 WADE TRIM GROUP, INC.

"MICHAKEWA SHORES"  
 A SITE CONDOMINIUM



*Bradley A. Kalmbach II*  
 BRADLEY A. KALMBACH, II  
 PROFESSIONAL SURVEYOR  
 REGISTRATION NO. 52476

ABBREVIATIONS  
 C# CURVE NUMBER  
 SF SQUARE FEET  
 PVT PRIVATE  
 P.O.B. POINT OF BEGINNING  
 L= ARC LENGTH  
 R= RADIUS  
 ITL= INTERMEDIATE TRAVERSE LINE  
 R-O-W= RIGHT OF WAY

REV#	DATE	DESCRIPTION	BY

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371 West Michigan Place, P.O. Box 418  
 Grand Rapids, MI 49504  
 TEL: 734.264.9700 FAX: 734.264.4498  
 WWW.WADETRIM.COM

McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

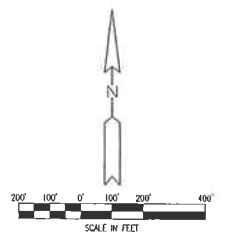
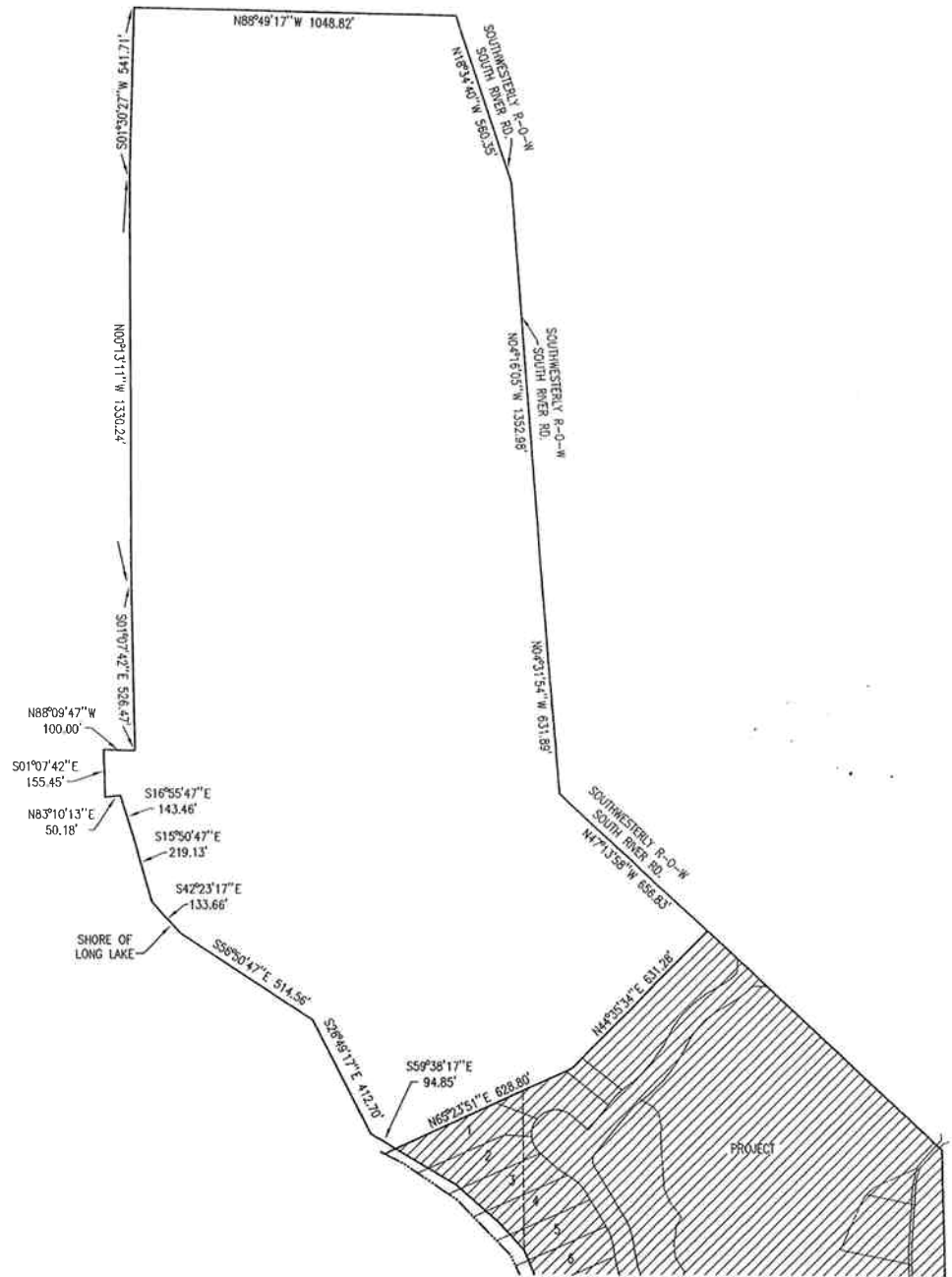
SURVEY PLAN AND SHEET LAYOUT

ISSUED FOR RECORDING	DATE: 4/26/06	BY: SAM	JOB NO. MKL2006-01G
SHEET			5

"MICHAKEWA SHORES" A SITE CONDOMINIUM



FIELD BOOK INFORMATION: PROJECT MAPSHEET: 38173, CSP=413=441300010=032015 - E - FULL SCALE UNCONTRACTED - PLotted 3/17/2006 8:44 AM BY BRADLEY A. KALMBACH II



MICHAKEWA SHORES

BEARINGS AND DISTANCES SHOWN AROUND EXPANDABLE AREA ARE BASED ON NOMINAL SECTION LAYOUT AND NO FIELD WORK WAS PERFORMED.

NOTE:  
THE ENTIRE PROJECT IS  
CONVERTIBLE AND CONTRACTIBLE

"MUST BE BUILT"  
THIS SHEET PREPARED BY:  
WADE TRIM GROUP, INC.

"MICHAKEWA SHORES"  
A SITE CONDOMINIUM

BRADLEY A. KALMBACH, II  
PROFESSIONAL SURVEYOR  
REGISTRATION NO. 52476

ABBREVIATIONS  
C# CURVE NUMBER  
SF SQUARE FEET  
PVT PRIVATE  
P.O.B. POINT OF BEGINNING  
L= ARC LENGTH  
R= RADIUS  
ITL= INTERMEDIATE TRAVERSE LINE  
R-O-W= RIGHT OF WAY

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED

271 First McKey Road, P.O. Box 618  
Traverse City, MI 49784  
888-732-2849 (TOLL FREE)  
FAX: 231-947-6391  
www.wadetrिम.com

McKEOUGH LAND COMPANY INC.  
104 S. UNION ST., SUITE 212  
TRAVERSE CITY, MI 49684

SITE PLAN OF EXPANDABLE AREA

ISSUED FOR RECORDING	DATE: 4/28/06	BY: BAK	JOB NO. MKL2006-01G
SHEET			6

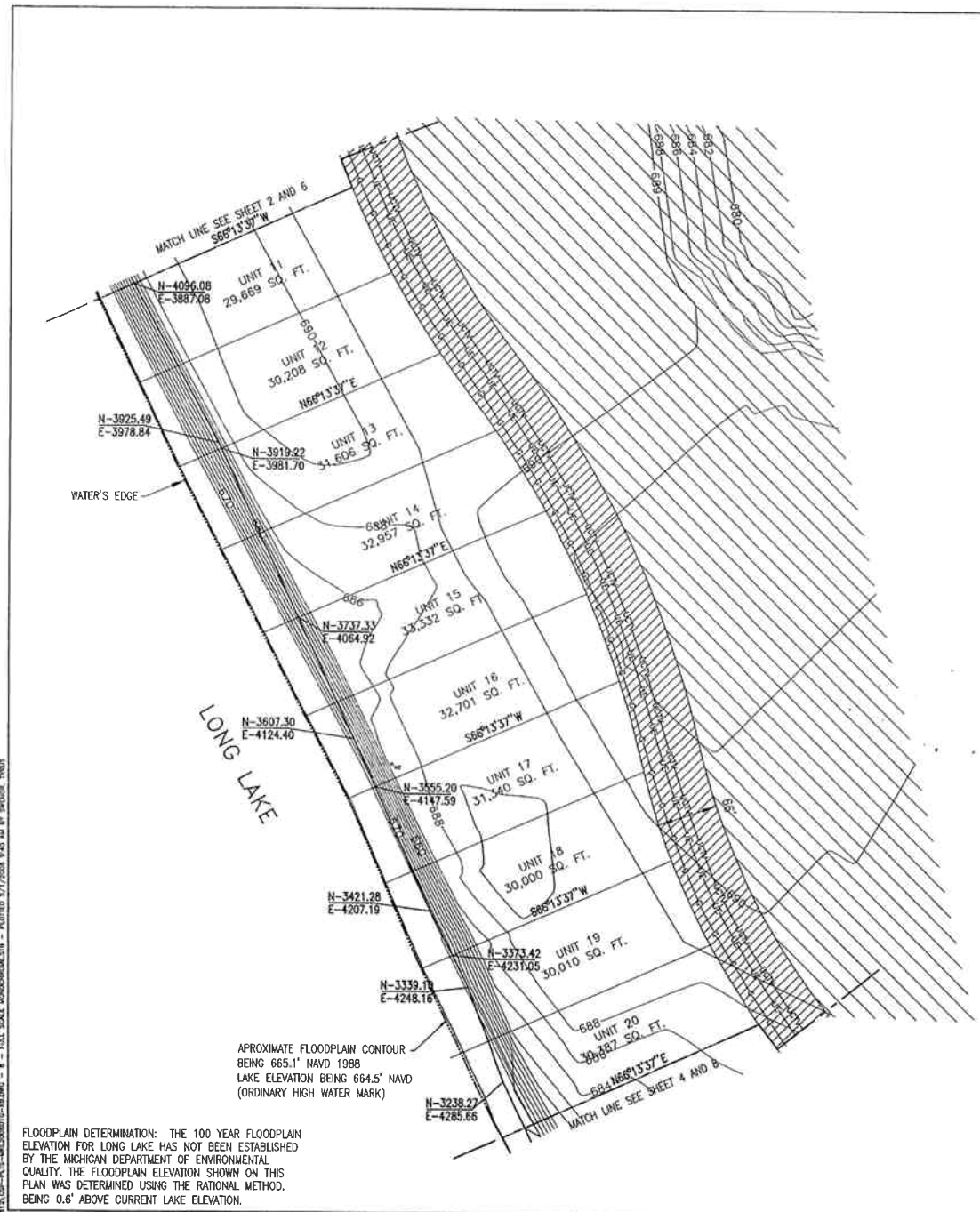
MICHAKEWA SHORES - A SITE CONDOMINIUM





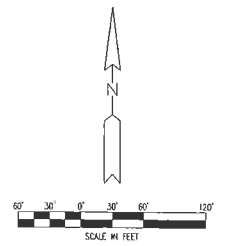


PROJECT MANAGER: BRADY A. KALMBACH, II, PROFESSIONAL SURVEYOR, REG. NO. 52476  
 DRAWN BY: BRADY A. KALMBACH, II, PROFESSIONAL SURVEYOR, REG. NO. 52476  
 CHECKED BY: BRADY A. KALMBACH, II, PROFESSIONAL SURVEYOR, REG. NO. 52476  
 DATE: 4/28/08



APPROXIMATE FLOODPLAIN CONTOUR BEING 665.1' NAVD 1988 LAKE ELEVATION BEING 664.5' NAVD (ORDINARY HIGH WATER MARK)

FLOODPLAIN DETERMINATION: THE 100 YEAR FLOODPLAIN ELEVATION FOR LONG LAKE HAS NOT BEEN ESTABLISHED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY. THE FLOODPLAIN ELEVATION SHOWN ON THIS PLAN WAS DETERMINED USING THE RATIONAL METHOD, BEING 0.6' ABOVE CURRENT LAKE ELEVATION.



CONDOMINIUM BOUNDARY	
UNIT BOUNDARY	
UNDERGROUND ELECTRIC	
UNDERGROUND TELEPHONE AND CABLE	
UNDERGROUND NATURAL GAS	
GENERAL COMMON ELEMENT (ROADS/ASEMENTS)	
GENERAL COMMON ELEMENTS (DEDICATED OPEN SPACE)	
COORDINATES	

NOTE:  
 BEARINGS ARE BASED UPON A SURVEY FROM GRAINGER AND ASSOCIATES.  
 COORDINATES ARE BASED UPON AN ASSUMED LOCAL DATUM.  
 2 FOOT CONTOUR INTERVAL UNLESS NOTED

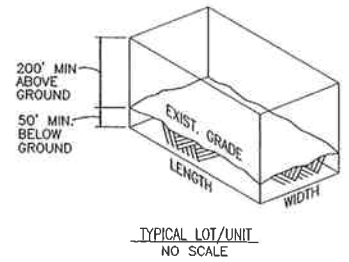
NOTE:  
 THE ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE

**"MUST BE BUILT"**

THIS SHEET PREPARED BY:  
 WADE TRIM GROUP, INC.

**"MICHAKEWA SHORES"  
 A SITE CONDOMINIUM**

BRADY A. KALMBACH, II  
 PROFESSIONAL SURVEYOR  
 REGISTRATION NO. 52476



ABBREVIATIONS

C#	CURVE NUMBER
SF	SQUARE FEET
PVT	PRIVATE
P.O.B.	POINT OF BEGINNING
L	ARC LENGTH
R	RADIUS
ITL	INTERMEDIATE TRAVERSE LINE
R-O-W	RIGHT OF WAY

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED

211 West McCoy Road, P.O. Box 818  
 Grand Rapids, MI 49508  
 616.221.2200  
 616.221.2201  
 www.wadetrimgroup.com

McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

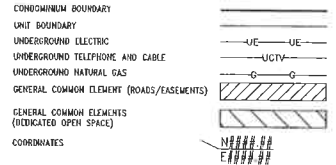
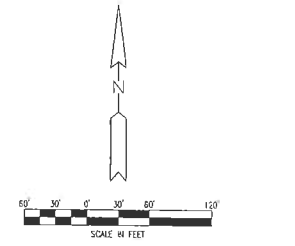
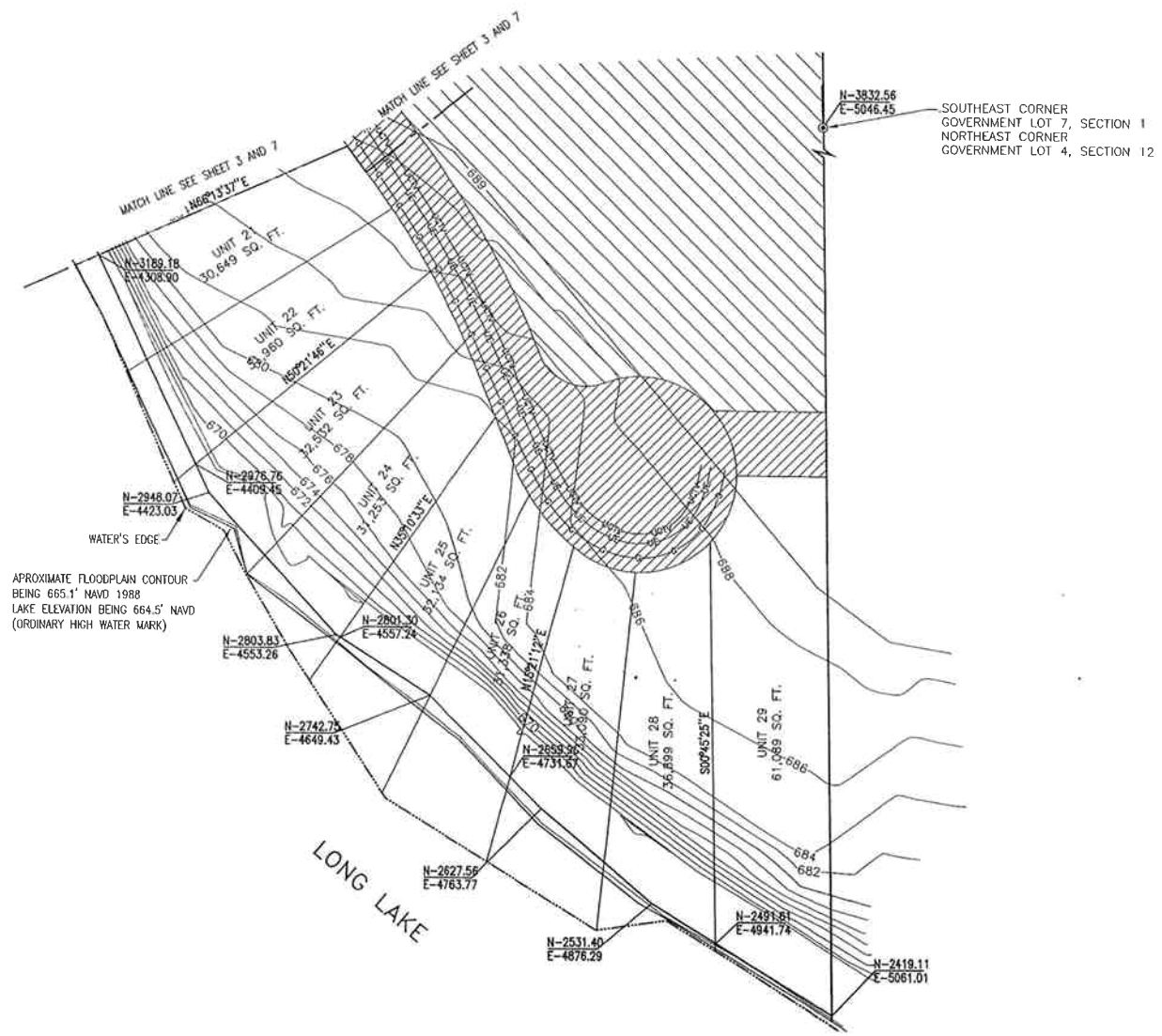
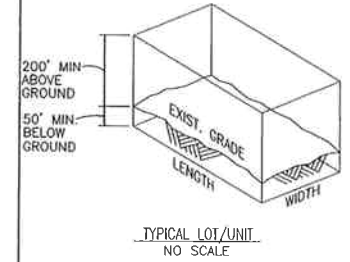
SITE PLAN, UTILITY PLAN,  
 AND FLOODPLAIN PLAN

ISSUED FOR RECORDING	DATE: 4/28/08	BY: BAK
JOB NO. MKL2006-01G	SHEET 8	

MICHAKEWA SHORES - A SITE CONDOMINIUM



FIELD BOOK INFORMATION - PLATTED 5/17/2006 8:48 AM BY SHAWN, TRIM  
 C:\DATA\PROJECTS\1829\1829-465\1829-465-71.dwg - FULL SCALE MICROCOMPUTER - 9" x 12" SCALE MICROCOMPUTER



NOTE:  
 BEARINGS ARE BASED UPON A SURVEY FROM GRAINGER AND ASSOCIATES.  
 COORDINATES ARE BASED UPON AN ASSUMED LOCAL DATUM.  
 2 FOOT CONTOUR INTERVAL UNLESS NOTED

NOTE:  
 THE ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE

"MUST BE BUILT"  
 THIS SHEET PREPARED BY:  
 WADE TRIM GROUP, INC.

"MICHAKEWA SHORES"  
 A SITE CONDOMINIUM

Bradley A. Kalmbach, II  
 PROFESSIONAL SURVEYOR  
 REGISTRATION NO. 52476

FLOODPLAIN DETERMINATION: THE 100 YEAR FLOODPLAIN ELEVATION FOR LONG LAKE HAS NOT BEEN ESTABLISHED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY. THE FLOODPLAIN ELEVATION SHOWN ON THIS PLAN WAS DETERMINED USING THE RATIONAL METHOD, BEING 0.6' ABOVE CURRENT LAKE ELEVATION.

ABBREVIATIONS  
 C/F CURVE NUMBER  
 SF SQUARE FEET  
 PVT PRIVATE  
 P.O.B. POINT OF BEGINNING  
 L= ARS LENGTH  
 R= RADIUS  
 ITL= INTERMEDIATE TRAVERSE LINE  
 R-G-W= RIGHT OF WAY

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED

21 West McCoy Road, P.O. Box 118  
 Traverse, MI 49784  
 TEL: (224) 860-9644  
 FAX: (224) 752-8981  
 www.wadetrिम.com

McKEOUGH LAND COMPANY INC.  
 104 S. UNION ST., SUITE 212  
 TRAVERSE CITY, MI 49684

SITE PLAN, UTILITY PLAN,  
 AND FLOODPLAIN PLAN

ISSUED FOR:	DATE:	BY:	JOB NO.
RECORDING	4/26/06	BAK	MKL2006-01G
SHEET			9

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