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Karen Cosens, Register of Deeds
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May 18 2023 at 2:37 pm
I hereby certify that I have examined the records in
my office and it appears that the taxes on the within
description have been paid for the five year period
preceding the date of this document.
Margaret Mitchell-Jeff
Emmet County Treasurer, Petoskey, MI

MASTER DEED

For

PETOSKEY SKYBOXES

This MASTER DEED is made this 9th day of May 2023, by Petoskey Skyboxes LLC, a Michigan limited liability company, of 320 Howard Street, Suite 202, Petoskey, Michigan 49770 (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 improvements to be located thereon and 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 Petoskey Skyboxes, by recording of this Master Deed, as a Condominium Project and does declare that Petoskey Skyboxes (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:

ARTICLE I.

TITLE AND NATURE

The Condominium Project shall be known as Petoskey Skyboxes, Emmet County Condominium Subdivision Plan No. 398. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The bylaws attached hereto as

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Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

Petoskey Skyboxes is partially a conversion Condominium Project in that the Second Floor of the building and all improvements are presently constructed and have historically operated as commercial space. The Third Floor of the building is newly constructed.

ARTICLE II.

LEGAL DESCRIPTION

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

All of Lot 1, Block 1 of the Plat of the Village of Petoskey City, according to the plat as recorded in Liber 1 of Plats, Page 1, Emmet County Records.
AND Beginning at the Southwest corner of said Lot 1, Block 1 of the Plat of the Village of Petoskey City; thence West to the East line of Howard Street; thence North to the easterly line of the Grand Rapids and Indiana Railroad right-of-way, now operated by the Pennsylvania Railroad System, as now located; thence Northeasterly along the East line of said right-of-way to the South line of Mitchell Street; thence East along the South line of Mitchell Street to the Northwest corner of said Lot 1; thence southwesterly along the West line of said Lot 1 to the point of beginning; being a part of unplatted lands lying West of Lot 1, Block 1 of said Plat and being a part of the Southwest 1/4 of the Northwest 1/4 of Section 5, Town 34 North, Range 5 West.

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

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

ARTICLE III.

DEFINITIONS

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

1. **The Act** means the Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.
2. **Association** shall mean the entity designated in the Condominium documents to administer the Condominium Project.
3. **Commercial Unit** means Unit 9.
4. **Common Elements** where used without modification shall mean both the general and limited common elements described in Article IV hereafter.
5. **Condominium Bylaws** means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by the Act to be recorded as part of the Master Deed.
6. **Condominium Documents** wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
7. **Condominium Premises** means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described in Article II above.
8. **Condominium Project, Condominium or Project** means **Petoskey Skyboxes** as a Condominium Project established in conformity with the provisions of the Act.
9. **Condominium Subdivision Plan** means Exhibit "B" hereto.
10. **Consolidating Master Deed** means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect the entire land area, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Emmet County Register of Deeds, shall supersede any previously recorded Master Deed for the Condominium.
11. **Co-owner** means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. A land contract vendee of a Unit in this Project shall be the Co-owner for all purposes relating to the Project. The term "owner", wherever used, shall be synonymous with the term "Co-owner". Co-owner shall not include a licensed residential builder who acquires title for the purpose of residential construction and resale.

12. **Developer** means Petoskey Skyboxes LLC, a Michigan limited liability company, and its assigns.
13. **Percentage of Value** means the percentage assigned to each individual Condominium Unit in the Condominium Master Deed.
14. **Residential Units** means Units 1 through 8.
15. **Transitional Control Date** shall mean the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by non-developer Co-owners exceeds the votes which may be cast by the Developer.
16. **Unit** shall each mean the enclosed space constituting a single complete unit in the Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Unit" is defined in the Act.

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

C. The provisions of this Master Deed as well as those of the Articles of Incorporation, Bylaws and any rules and regulations of the Association shall be interpreted by Developer, unless Developer ceases to exist, in which case they shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel of the Association, or the counsel having drafted this Master Deed or other applicable document, that the interpretation is reasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Master Deed and the Articles, Bylaws and Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Properties, the preservation of the values of the Units and the protection of the Developer's rights, benefits and privileges herein contemplated.

ARTICLE IV.

COMMON ELEMENTS

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

1. General Common Elements. The General Common Elements are:

- a. Land and Drives. The land and other Common Areas as described in Article II and which are not identified as Units or Limited Common Elements, including parking areas not designated as Limited Common Elements, drives, roads, open spaces and paved surfaces.
- b. Construction. Foundations, exterior walls, supporting columns, perimeter walls (excluding any windows or doors contained therein), roofs, ceilings, floor construction between levels.
- c. Electrical. The electrical transmission system throughout the Project up to the point of connection with any utility meter.
- d. Exterior Lighting. The exterior lighting throughout the Project, including all electrical transmission lines, fixtures and related equipment (but specifically excluding any Limited Common Elements identified in Section 2, below).
- e. Water. The water distribution system throughout the Condominium Project from the service shut-off at the property boundary line of the Condominium Project, including ancillary equipment, up to the shut-off for individual Unit service is a General Common Element.
- f. Telephone. The telephone system throughout, only up to the point it enters a Unit or is identified as a Limited Common Element.
- g. Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- h. Sanitary Sewer. The sanitary sewer system throughout the Condominium Project is a General Common Element from the service shut-off at the property boundary line of the Condominium Project, including any and all tanks, pumps, piping, valves, wiring, equipment and controls, up to the point which it branches into a lateral connection for individual Unit service as a Limited Common Element.
- i. Storm Sewer. The storm sewer system throughout the Condominium Project, including grates, catch basins, manholes, pipes, mains, stormwater treatment facilities and outfall structures is a General Common Element.
- j. Irrigation System. The irrigation system throughout the Project, including all accessories related to their operation, wherever located, if and when installed.

- k. Mechanical and Storage Areas. The mechanical and storage areas designated on the Condominium Subdivision Plan attached hereto as Exhibit "B" as a General Common Element. The Association may restrict access and use of these areas.
- l. Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

- 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements for Units are:
 - a. Electrical. The electrical systems in the building from the point of connection to any electrical meter, and including electrical fixtures, plugs and switches within, or outside of, any Unit, are Limited Common Elements appurtenant to the Units including patio, porch or deck lighting operated from within any Unit or metered to the Unit.
 - b. Elevator. The elevator which serves the Condominium Project shall be a Limited Common Element appurtenant to the Residential Units.
 - c. Exterior Lighting. Any exterior lighting related to or operated from a Unit, including electrical transmission lines, fixtures and related equipment, is a Limited Common Element appurtenant to the Unit including patio, porch or deck lighting and outlets operated from within any Unit or metered to the Unit.
 - d. Gas. The gas distribution system contained within building or Unit walls from the gas meters and including connection with any gas fixtures are Limited Common Elements appurtenant to the Unit.
 - e. Water. The water distribution system from the water meter for the individual Unit is a Limited Common Element appurtenant to the Unit.

- f. Sanitary Sewer. The sanitary sewer system from the point at which a lateral connection or lead branches to serve an individual Unit is a Limited Common Element appurtenant to the Unit.
 - g. Decks. Each individual deck is restricted in use to the Co-Owner of the Unit which opens onto such deck or patio and is a Limited Common Element appurtenant to the Unit.
 - h. Interior Surfaces. The interior surfaces of the Unit and storage area perimeter walls, windows, doors, ceilings and floors contained within a Unit, shall be subject to the exclusive use and enjoyment of the Co-Owner of such Unit.
 - i. Exhaust Vent Covers. Any exhaust vent covers located on any portion of the Common Elements which are assigned to the Unit which they serve.
 - j. Chimney, Fireplace and Fireplace Combustion Chamber. The chimney, fireplace and fireplace combustion chamber, if any, for a Unit shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit served thereby.
 - k. Windows, Storm Windows, Window Screens, Doors. All windows, whether fixed or removable, all removable storm windows, all fixed and removable window screens, all door windows and screens and door wall, door wall windows and door wall screens, if any, and all doors and door hardware appurtenant to each Unit shall be a Limited Common Element appurtenant to the Unit they serve.
 - l. Mechanical and HVAC. All mechanical and HVAC equipment that serves a limited number of Units shall be a Limited Common Element appurtenant to the Units such equipment serves.
 - m. Storage Areas. The storage areas shall be a Limited Common Element appurtenant to the Unit designated on the Condominium Subdivision Plan attached hereto as Exhibit "B" with an "S-[Unit #]".
 - n. Parking Spaces. The parking spaces shall be a Limited Common Element to the Unit designated on the Condominium Subdivision Plan attached hereto as Exhibit "B" with a "P-[Unit #]".
3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are set forth below.

- a. Common Elements. With respect to all Units, the responsibilities are set forth below.
- (i) Association Responsibilities. The General Common Elements described in Article IV(A)(1) and the Limited Common Elements described in Article IV(A)(2)(m) and (n), shall be maintained, repaired and replaced by the Association. Additionally, the Association shall be responsible for the maintenance and decoration of the exterior surfaces of all doors and windows.
- (ii) Co-Owner Responsibilities. The Limited Common Elements appurtenant to the Units described in Article IV(A)(2), subsections (a) through (l) shall be repaired, replaced and maintained by the Association; however, the expense will be assessed by the Association only to the Units such Common Elements are appurtenant to.
- b. Additional Charges. Consistent with Section 69 of the Act, the Association may specially assess to any Co-Owner(s) the cost of maintenance, repair, replacement and insurance (and any other cost) associated with any Limited Common Elements assigned to a Unit. Any unusual expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project may be specially assessed against the Unit or Units involved at the Board of Directors' discretion.
- c. Co-Owner Maintenance, Repair or Replacement of Limited Common Elements. A Co-Owner may, at the discretion of the Board of Directors, undertake maintenance, repair or replacement of a Limited Common Element instead of having that task undertaken by the Association. In that event, the expense of such maintenance, repair or replacement shall be borne by the Co-Owner(s) undertaking the work. All work must be done according to sound industry standards and subject to limitations and requirements approved by the Board of Directors of the Association.
- d. Approvals Needed. All Co-Owner work under this Article IV(A)(3) is subject to the prior approval of the Association in its sole discretion. All work must be done according to sound industry standards and subject to limitations and requirements approved by the Board of Directors of the Association.
- e. Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

B. No Co-Owner shall use his or her 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 or her Unit or the Common Elements.

ARTICLE 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."

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 Common Elements of the Condominium. Each Co-owner shall share equally the expenses of administration of the Association. Each respective Co-owner shall have one vote at meetings of the Association. The total value of the Project is one hundred percent (100%). The Percentage of Value allocated to each Unit may be changed only with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded.

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 the square footage of each Unit was the proper determining factor with reasonable adjustment for the Residential Units.

D. The Percentage of Value assigned to each Unit shall be as follows:

Unit	Percentage of Value
1	8.6%
2	7.3%
3	8.1%
4	8%
5	7.7%
6	8.4%
7	6.9%
8	8%

9	37%
	100%

ARTICLE VI.

EASEMENTS

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the installment and continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

ARTICLE VII.

EASEMENTS RETAINED BY DEVELOPER

A. The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways 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 or its successors.

B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, 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, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises.

C. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility or other 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 or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. 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 affected by the recordation of an appropriate instrument of termination.

D. In addition to the rights reserved to the Developer elsewhere in the Condominium Documents, the Developer reserves exclusively, for the benefit of itself and its assigns, an

easement and the right to grant such easements, licenses and other rights of entry, and to enter into any contract agreement, including wiring agreements, right-of-way agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunication systems to be installed on the Project whether or not they are for the benefit of the Project or any Unit. Notwithstanding anything herein to the contrary Developer and its assigns shall have the exclusive right to install communication devices and telecommunication systems on the Project and all related equipment, including without limitation, satellite dishes, antenna and wiring. Developer may exercise such rights without permission of the Association or any other party. Any sums paid by any telecommunication supplier or other entity in connection with such rights and services, including fees, if any, for the privilege of installing any telecommunication system or sharing periodic subscriber service fees, shall be the sole property of the Developer.

E. All easements reserved by Developer shall be assignable and shall be binding on all parties, their heirs, successors and assigns.

ARTICLE VIII.

IMPROVEMENTS AND MODIFICATIONS FOR PERSONS WITH DISABILITIES

A. Pursuant to MCL 559.147a, MSA 26.50(147a), a Co-owner may make improvements or modifications to his or her Condominium Unit, including improvements or modifications to the Common Elements and to the route from the public way to the door of the Co-owner's Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit a Unit. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The Co-owner shall be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances, and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification.

B. An improvement or modification that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Project.

C. A Co-owner who has made exterior improvements or modifications allowed by this statute must notify the Association of Co-owners in writing of his or her intention to convey or lease his or her Condominium Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Co-owner remove the improvement or modification at his or her own expense. If the Co-owner fails

to give timely notice of a conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense. However, the Association may not remove or require the removal of the improvement or modification if the Co-owner conveys or leases his or her Condominium Unit to a handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse, or child is handicapped and who requires the same type of improvement or modification and resides with the person.

D. If a Co-owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Co-owner shall not be required to maintain liability insurance with respect to any Common Element. The Association is responsible for the cost of any maintenance of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance of the Common Elements covered or replaced by the improvement or modification. All costs of maintenance of the improvement or modification exceeding that currently incurred by the Association for maintenance of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-owner of the Unit serviced by the improvement or modification.

E. Before an improvement or modification is made, the Co-owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Co-owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Co-owner may make the proposed improvement or modification without the Association's approval. A Co-owner may bring an action against the Association and its officer and directors to compel them to comply with the provisions of MCL 559.147a, MSA 26.50(147a) if the Co-owner disagrees with the denial.

ARTICLE IX.

RESTRICTIVE COVENANTS

The land described in Article II above (as amended from time to time as herein provided) shall be subject to the restrictions described in Article VI 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 and which 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. Furthermore, these Units may be

all non-conforming uses under the existing zoning ordinance and, therefore, may not be modified, enlarged, changed or rebuilt after destruction without the approval of the City of Petoskey, which approval may be denied.

ARTICLE X.

SUBDIVISION OF UNIT

A. The Developer may elect to subdivide any Unit at any time without Association approval.

B. The Developer, if it wishes to subdivide a Unit, shall prepare an amendment to the Master Deed that shall assign new identifying numbers to the new condominium units created by the subdivision of a Condominium Unit and shall allocate to those condominium units, on a reasonable basis, all of the undivided interest in the Common Elements appertaining to the subdivided condominium unit. The new condominium units shall jointly share all rights, and shall be equally liable, jointly and severally for all obligations, with regard to any Limited Common Elements assigned to the subdivided condominium unit except to the extent that an amendment shall provide that portions of any Limited Common Element assigned to the subdivided condominium unit exclusively should be assigned to any, but less than all, of the new condominium units.

C. An amendment to the Master Deed shall allocate to the new condominium units, on a reasonable basis, the votes in the Association of Co-owners allocated to the subdivided Condominium Unit and shall reflect a proportionate allocation to the new condominium units of the liability for expenses of administration and rights to receipts of administration formerly appertaining to the subdivided Condominium Unit.

D. 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 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.

ARTICLE XI.

MISCELLANEOUS

Notwithstanding any other provision contained in the Master Deed, Exhibit "A," Exhibit "B," or any other Condominium Document, the following shall be applicable to each Unit within this Project:

A. The area of ownership for each Unit shall include the walls and roof such that each Owner shall be solely responsible for all repair, replacement and maintenance attributable to his or her Unit.

B. Each Unit Owner shall be solely responsible for fire and extended coverage insurance applicable to his or her Unit together with any desired or necessary contents insurance for that Unit. The Association shall only be responsible for insurance relating to the Common Elements which shall consist of the real estate, roads and utility system (to the outermost area of each Unit) located within the Project.

C. Notwithstanding any other provision contained in Exhibit "A," all matters requiring vote of the Association shall be by number and not value except in those specific instances where the Act requires vote to occur by value and number.

D. No Co-owner shall make any exterior modifications, including color changes to his or her Units, without the express written permission of the Association which shall act through its Board of Directors in considering and either approving or disapproving any requested exterior modification.

ARTICLE XII.

AMENDMENT

A. The Condominium Documents may be amended by the Developer or the Association of Co-owners without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee or Co-owners further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriate licensed real estate appraiser, does not detrimentally change the value of any Unit affected by the change.

B. Except as provided in this section, the Master Deed, Condominium Bylaws, and Condominium subdivision plans may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the Co-owners and mortgagees. A mortgagee shall have one vote for each mortgage held. Mortgagees are not required to appear at any meeting of Co-owner's except that their

approval shall be solicited through written ballots. Any mortgagee ballot not returned within ninety (90) days of mailing shall be counted as approval for the change.

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

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

D. An amendment to this Master Deed shall not be effective until the Amendment is recorded. A copy of the recorded Amendment shall be delivered to each Co-owner.

E. Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than ten (10) days before the Amendment is recorded, at their addresses reflected in the Condominium records.

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

G. 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.

H. Any amendments to the Master Deed, Condominium Bylaws and Exhibit "B" documents which affect the use, structures or any improvements located within the Project, shall always be subject to the applicable ordinances of the City of Petoskey and the County of Emmet.

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

ARTICLE XIII.

ASSIGNMENT

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

DEVELOPER:

Petoskey Skyboxes LLC, a Michigan
limited liability company

Katherine Berg
By: Katherine Berg
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF EMMET)

Acknowledged on the 9th day of May 2023, before me personally
appeared Katherine Berg, Member of Petoskey Skyboxes LLC, a Michigan limited liability
company, the organization described in and which executed the foregoing instrument, and that she
signed her name thereto as and for her voluntary act and deed and as and for the voluntary act and deed
of said organization.

JAMIE LIEBLER
Notary Public, State of Michigan
County of Emmet
My Commission Expires 10-09-2023
Acting in the County of Emmet

Jamie Liebler
Jamie Liebler, Notary Public
Emmet County, MI
Acting in Emmet County, Michigan
My Commission Expires: 10/9/23

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

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CONDOMINIUM BYLAWS - EXHIBIT A TO MASTER DEED

PETOSKEY SKYBOXES

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. **Petoskey Skyboxes**, a mixed use, conversion Condominium Project located in the City of Petoskey, County of Emmet, State of Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation (hereinafter called the "Association"), organized under the laws of the State of Michigan.

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 shall be responsible for the management and administration of the Common Elements, property, easements and affairs of the Condominium Project. The Association may provide for independent management of the Condominium Project.

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. Each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.
- 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 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, address and email address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
- 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 or emailing 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-quarters (3/4) 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 which specifically 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 or by electronic means, subject to the discretion of the Board of Directors. Proxies and any written vote must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- i. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

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. The Association shall prepare and distribute to each Co-owner at least once a year financial statement, the contents of which shall be defined by the Association. Such accounts books, records, contracts, and financial statements concerning the administration and operation of the Condominium Project shall be available for examination by any of the co-owners and their mortgagees at convenient times. If the Association's annual revenues are greater than \$20,000.00, then on an annual basis the Association shall have its books, records, and financial statements independently audited or reviewed at the discretion of the Board of Directors by a certified public accountant, as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American institute of certified public accountants. The Association may opt out of this requirement on an annual basis by an affirmative vote of a majority of the Co-owners. The accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.

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.

Section 6. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

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 directors 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 fifty-four (54) months after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the Condominium Units has been conveyed to non-developer Co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Condominium Unit to a non-developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-developer members and to aid in transferring control from the Developer to non-developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-developer Co-owners. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 9. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and at least one-fourth (1/4) of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of fifty percent (50%) of the Units that may be created, at least one-third (1/3) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units, the non-developer Co-owners shall elect all Directors on the Board except that the Developer may designate at least one (1) Director as long as the Developer owns or offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unbuilt.

Notwithstanding the formula provided above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to at least seventy-five percent (75%) of the Units that may be created has not been conveyed, the non-developer Co-owners may elect the number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer may elect the number of members of the Board equal to the percentage of Units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these Bylaws. The application of this provision does not require a change in the size of the Board as stated in the Association Bylaws.

If the calculation of the percentage of members of the Board that the non-developer Co-owners may elect or if the product of the number of members of the Board multiplied by the Condominium Bylaws

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

ARTICLE II.

ASSESSMENTS

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 monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time

determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient:

- (1) to pay 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. The Board of Directors, in its sole discretion, may adopt a separate budget for the Limited Common expenses described in Article IV(A)(3)(a)(ii) of the Master Deed, which shall be administered in the same manner as provided for in Article II, Section 3(a) of these Bylaws.
- c. Special assessments, in addition to those required in Paragraph 3a above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owners to cover expenses of administration, except the Limited Common expenses, 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. The Limited Common Element assessments described in Article II, Section 3(b) shall only be assessed against the Units the Limited Common Elements are appurtenant to. Annual assessments as determined in accordance with Article II, Paragraph 3a above, shall be payable by Co-owners in twelve (12) equal monthly 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 percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

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. All remedies are discussed herein are cumulative and nothing herein shall limit the Association's right to use any legal means and remedy available against delinquent Owners.

- a. *Suit at Law or Equity.* The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by First Class Mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the 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. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-owner, and to lease the Condominium Unit and to collect and apply the rental therefrom. The Co-owner of a Condominium Unit subject to foreclosure under this section, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Condominium Unit is liable for assessments by the Association chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.
- b. *Other Remedies.* In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the

pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. Further, a Co-owner in default may be barred from using any and all Common Elements until the default is cured.

- c. *Costs.* The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit(s). The Board may also adopt an administrative fee that relates to the increased cost of the association in the collection of delinquent dues.

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).

Section 8. Obligation of the Developer.

- a. Until the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the total cost of administration (excluding reserves), the Developer shall pay the balance of such administration costs on account of all of the Units owned by it.
- b. Once the regular monthly assessments paid by Co-owners other than Developer are sufficient to support the total cost of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association that are directly attributed to the Units owned by the Developer.

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 mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which

statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 11. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to written statement from the Association, setting forth the amount of unpaid assessments outstanding against the Unit, and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale, or arrange for the payment of any unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorney's fees incurred in connection with the collection thereof.

Section 12. The Board of Directors of the Association shall have the right to require that the purchasers of a Unit that is being resold by the initial non-Developer Co-owners of the Unit or by any subsequent Co-owners contribute to the Association an amount up to or equal to two (2) months of the regular Association assessment upon closing on the sale of the Unit, with said contribution being deposited in the Association's reserve accounts. The imposition of this requirement upon the purchasers of resold Units shall not affect the non-refundable character of any previous contributions paid to the Association by the selling Co-owner. The Association Board of Directors shall provide written notice to the Co-owners of its election to require the contribution described in this Section and such written notice shall remain effective until negated by a subsequent written notice from the Board. If the Association Board of Directors elects to require contributions from purchasers as provided in this Section and if any such purchased Unit for the amount of the unpaid contribution. The Association shall also have any and all remedies with respect to the unpaid contribution that are provided to the Association in these Bylaws for delinquent assessments.

ARTICLE III.

ARBITRATION

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. In the absence of an election and consent to arbitrate, 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 or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV.

INSURANCE

Section 1. The Association shall provide an insurance policy providing "special" and "all risk" coverage and liability insurance, and such other insurance as the Board of Directors deems advisable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project.

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 may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and 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. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein, and shall further contain all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with the

plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within a Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

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 workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.

Section 7. Neither the Association nor any of the Co-owners shall be liable to the other or to any insurance company (by way of waiver of subrogation) providing coverage for any loss or damage to any Common Element, improvement, Unit, building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of the other party, its agents, guests, invitees or employees, provided and to the extent such loss or damage is covered by insurance.

ARTICLE V.

RECONSTRUCTION OR REPAIR

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 or a Unit, 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 percent (75%) or more of the Co-owners in

value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project, and subject to applicable zoning approval.

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 Paragraph 4 below. If the damage is to Common Elements, 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. No Co-owner shall make a structural repair or modification of his or her Unit without the prior written consent of the Association. The Association shall not consent if such repair or modification may jeopardize or impair the structural soundness or safety, or both, of the Condominium Project. Any such reconstruction or repair must be made in compliance with applicable zoning regulation.

Section 5. The following provisions shall control upon any taking by eminent domain:

- a. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interest may appear.
- b. If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than seventy-five percent (75%) of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- c. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining

Co-owners, based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

- d. The Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium in the event that any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding.

Section 6. Nothing contained in the Condominium documents shall be construed to give a Condominium Unit owner or any other party priority or 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.

RESTRICTIONS

Section 1. *Residential Units.* The following restrictions apply to the Residential Units only:

- a. The Residential Units in the Condominium shall not be used for other than single-family residential purposes and the Common Elements appurtenant only to the Residential Units shall be used only for purposes consistent with the use of single-family residences.
- b. No Co-owner of a Residential Units shall make alterations in exterior appearance or make structural modifications to his Residential Unit (including interior walls through or in which there exists easements for support or utilities) or make changes in any of the Common Elements, Limited or General, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs sound conditioning provisions. In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape or drape liner on the exterior side of the windows of his Unit other than a color approved by the Association, nor shall any Co-owner paint the exterior surface of any door or other exterior surface to his Unit in a color or shade not approved in writing by the Board of Directors. The Board of

Directors may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium.

To maintain harmony and uniformity in the appearance of this project, all drapes on exterior windows shall have a white linen backing. All deck furniture shall be of a kind and style approved by the Association.

- c. 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 or becomes an annoyance or a nuisance to the Co-owners of the Condominium, 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 Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.
- d. Household Pets/Pet Removal
 - (1) Household Pets. Only household pets may exist within the Project, except that a Co-Owner may have a maximum of only two (2) dogs that are older than four (4) months old at any one time within the Project. All pets shall always remain on a Unit, or upon Common Elements if designated by the Board of Directors for pet use. When outdoors, the pets shall be under the direct supervision and control of a responsible person. Any animal excrement deposited on the Common Elements shall be removed by the animal's owner.
 - (2) Pet Removal. Notwithstanding the foregoing, the presence of any pet anywhere within the Project may be limited, restricted or totally removed from the Project, if the animal's conduct is deemed objectionable for any reason by the Board of Directors of the Association. Anyone who causes any animal to be brought or kept upon the Project hereby agrees to indemnify and hold harmless the Developer, Association, its officers, agents, employees, and members for any loss, damage or liability which they may sustain as a result of the presence of the animal on the Project.
- e. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may be washed only in areas

approved by the Association, however, until such an area is designated, automobiles may be washed in any convenient area of the parking lot. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

- f. Parking areas, balconies and storage areas shall not be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements.
- g. House trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, and other vehicles not considered automobiles, may not be parked or stored upon any area of the Condominium, or left on a temporary basis by either an owner, guest or tenant while occupying a Unit.
- h. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.
- i. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs.
- j. 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 fifty (50%) percent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.
- k. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its 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. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common

Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

- l. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements.
- m. No unsightly condition shall be maintained upon any balcony and only furniture and equipment consistent with ordinary residential and recreational use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on any deck during seasons when such areas are not reasonably in use.
- n. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any 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.
- o. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development 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 Association and Bylaws as the same may be amended from time to time. 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. Until all Units in the entire Condominium Project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, 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 2. *Commercial Units.* The following Restrictions apply to Commercial Units only:

- a. These Units shall be used for no other use other than commercial/professional and/or office purposes.
- b. Each Unit shall have such signs as shall be approved by the Developer (so long as the Developer owns a Unit in the Condominium and then by the Association) from time to time. The costs of signage shall be allocated to the Unit or Units benefiting from the same.
- c. The Association may not adopt restrictions or rules and regulations that unreasonably impact the use and enjoyment of the Owners of the Unit or their tenants.

ARTICLE VII.

LEASING

Section 1. Before the Transitional Control Date, as that term is defined in the Act, during the development and sales period the rights of a Co-owner, including the Developer, to rent any number of Condominium Units shall be controlled by the provisions of the Condominium documents as recorded by the Developer and shall not be changed without Developer approval. After the Transitional Control Date, the Association may amend the Condominium documents as to the rental of Condominium Units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or Condominium Units that are owned or leased by the Developer.

Section 2. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Condominium Unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

Section 3. Tenants or non-co-owner occupants shall comply with all of the conditions of the Condominium documents of the Condominium Project, and all leases and rental agreements shall so state.

Section 4. If the Association determines that the tenant or non-co-owner occupant failed to comply with the conditions of the Condominium documents, the Association shall take the following action:

- a. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- b. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-co-owner occupant for breach of the conditions of the Condominium documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

Section 5. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

- a. Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
- b. Initiate proceedings pursuant to Section 4(b).

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 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 on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

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

ARTICLE IX.

AMENDMENTS

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

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 be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.
- 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. Fines may be assessed only upon notice to the offending Co-owners as prescribed in the Association Bylaws and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines shall be levied for the first violation. No fine shall exceed Twenty-five and no/100 Dollars (\$25.00) for the second violation, Fifty and no/100 Dollars (\$50.00) for the third violation or One Hundred and no/100 Dollars (\$100.00) for the subsequent violation. The Board of Directors shall have the right to modify such fines by providing written notice to the Co-owners.

Section 2. In any proceeding arising because of an alleged default by an Co-owner or in any proceeding brought against the Association or its officer and/or directors to compel enforcement of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

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.

Prepared by:

David H. Rowe, Esq.

Alward, Fisher, Rice, Rowe & Graf, PLC

412 S. Union Street

Traverse City, MI 49684

(231) 346-5400

W:\Petoskey Skyboxes\Condominium Bylaws 4-11-2023.docx

TO THE MASTER DEED OF

Petoskey Skyboxes

Located in the City of Petoskey, County of Emmet, State of Michigan,
described as:

All of Lot 1, Block 1 of the Plat of the Village of Petoskey City,
according to the plat as recorded in Liber 1 of Plats, Page 1,
Emmet County Records, AND

Beginning at the Southwest corner of said Lot 1, Block 1 of the Plat
of the Village of Petoskey City; thence West to the East line of
Howard Street; thence North to the easterly line of the Grand Rapids
and Indiana Railroad right-of-way, now operated by the Pennsylvania
Railroad System, as now located; thence Northeasterly along the East
line of said right-of-way to the South line of Mitchell Street;
thence East along the South line of Mitchell Street to the Northwest
corner of said Lot 1; thence southwesterly along the West line of said
Lot 1 to the point of beginning; being a part of unplatted lands lying
West of Lot 1, Block 1 of said Plat and being a part of the Southwest
1/4 of the Northwest 1/4 of Section 5, Town 34 North, Range 5 West.

DEVELOPER

PETOSKEY SKYBOXES LLC
320 HOWARD STREET, SUITE 202
PETOSKEY, MICHIGAN 49770

SURVEYOR (SHEETS 1-5)

BENCHMARK ENGINEERING, INC.
607 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740

ARCHITECT (SHEETS 6-12)

SHORELINE ARCHITECTURE & DESIGN, INC.
8 PENNSYLVANIA PLAZA
PETOSKEY, MICHIGAN 49770

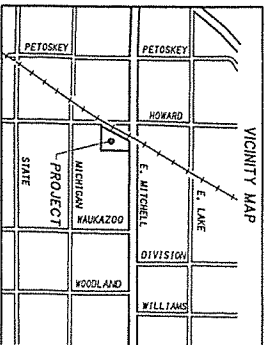
SHEET INDEX

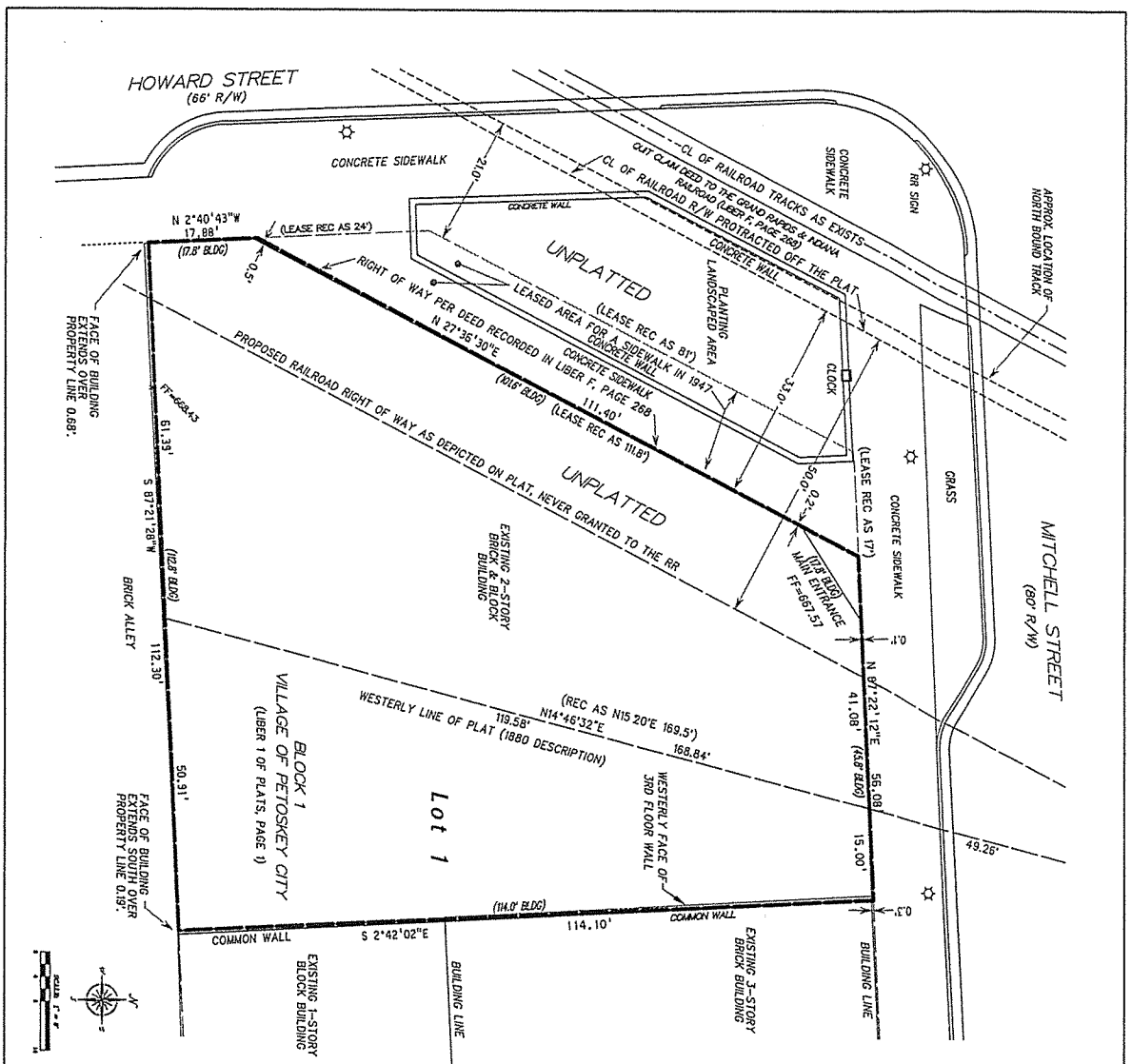
- 1 COVER
- 2 OVERALL SURVEY PLAN
- 3 SURVEY PLAN
- 4 SITE PLAN
- 5 UTILITY PLAN
- 6 LOWER LEVEL FLOOR PLAN
- 7 MAIN LEVEL FLOOR PLAN
- 8 SECOND FLOOR PLAN
- 9 THIRD LEVEL FLOOR PLAN
- 10 SECTIONS A & B
- 11 SECTIONS C & D
- 12 SECTIONS E & F



File: SHI 22-364 Esh B Cover.grd

Petoskey Skyboxes			
File: SHI 22-364 Ech B Cover.grd			
COVER		THIS PROPOSED SHEET PREPARED BY: BENCHMARK ENGINEERING, INC. 607 E. LAKE STREET HARBOR SPRINGS, MICHIGAN 49740 <i>Joe B. O'Neill</i> JOSEPH B. O'NEILL, P.S., 4001030095 DATE: March 10, 2023	
		1	





CLIPVEYOR'S CERTIFICATE

I, JOSEPH B. O'NEILL, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY.

THAT THE SUBDIVISION PLAN KNOWN AS EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 214, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE 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 RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

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

JOSEPH B. O'NEILL, P.S. # 4001030035
BENCHMARK ENGINEERING INC.
607 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740
DATE: MARCH 10, 2023

LEGEND:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. "O" INDICATES IRON/ROD FOUND IN PLACE.

3. BEARINGS ARE IN RELATIONSHIP TO THE RECORDED PLAT OF THE VILLAGE OF PETOSKEY CITY (NOW CITY OF PETOSKEY) AS RECORDED IN LIBER 1, PAGE 1, EMMET COUNTY RECORDS.

4. ELEVATIONS BASED ON N.A.V. DATUM OF 1988. (CITY OF PETOSKEY DATA)

6. DIMENSIONS SHOWN IN BUILDINGS REPRESENT EXTERIOR DIMENSIONS.



FILE : SH3 22-364 Exh B Survey-2.qxd

THIS PROPOSED SHEET PREPARED BY:
BENCHMARK ENGINEERING, INC.
507 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740

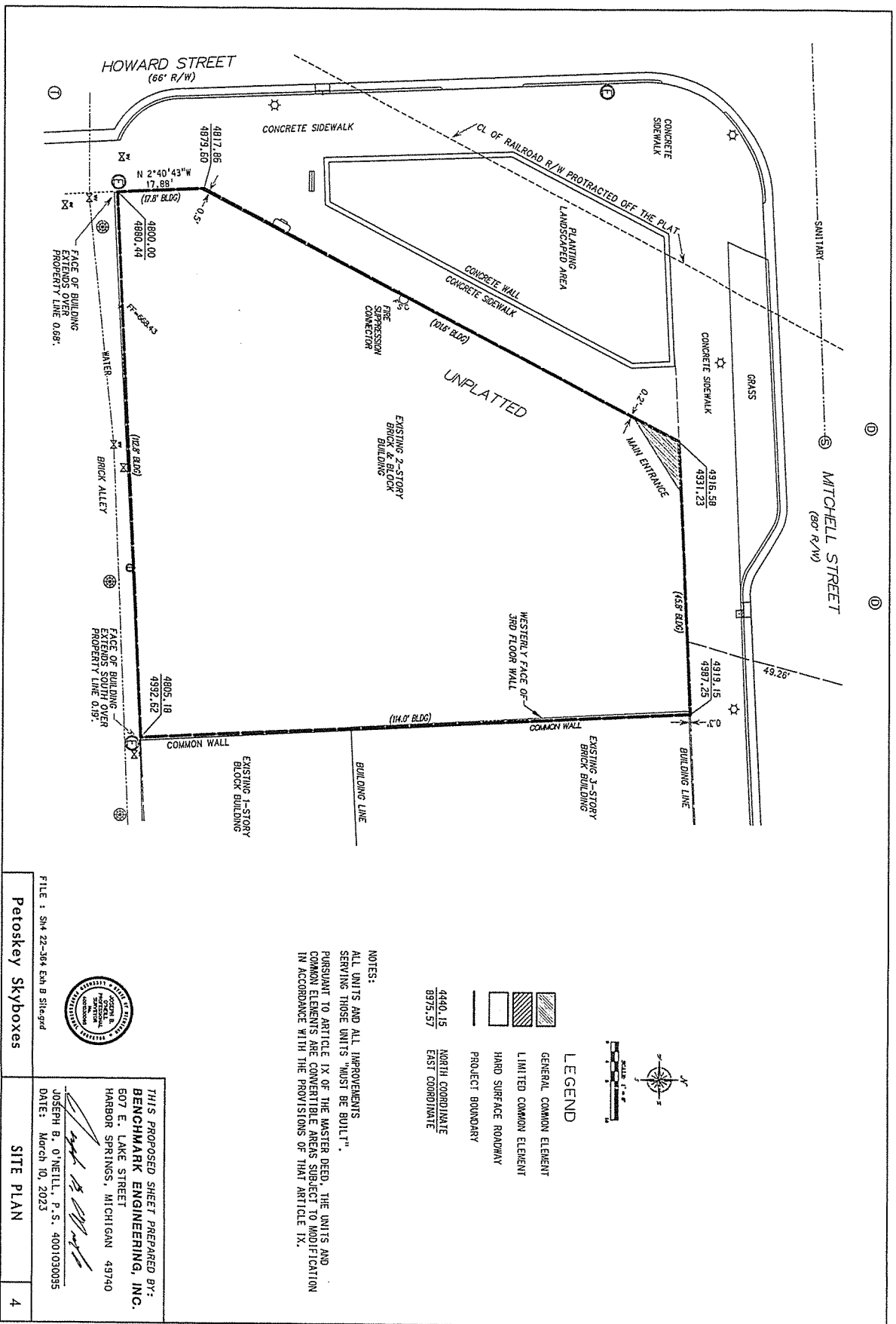
Joseph R. O'Neill

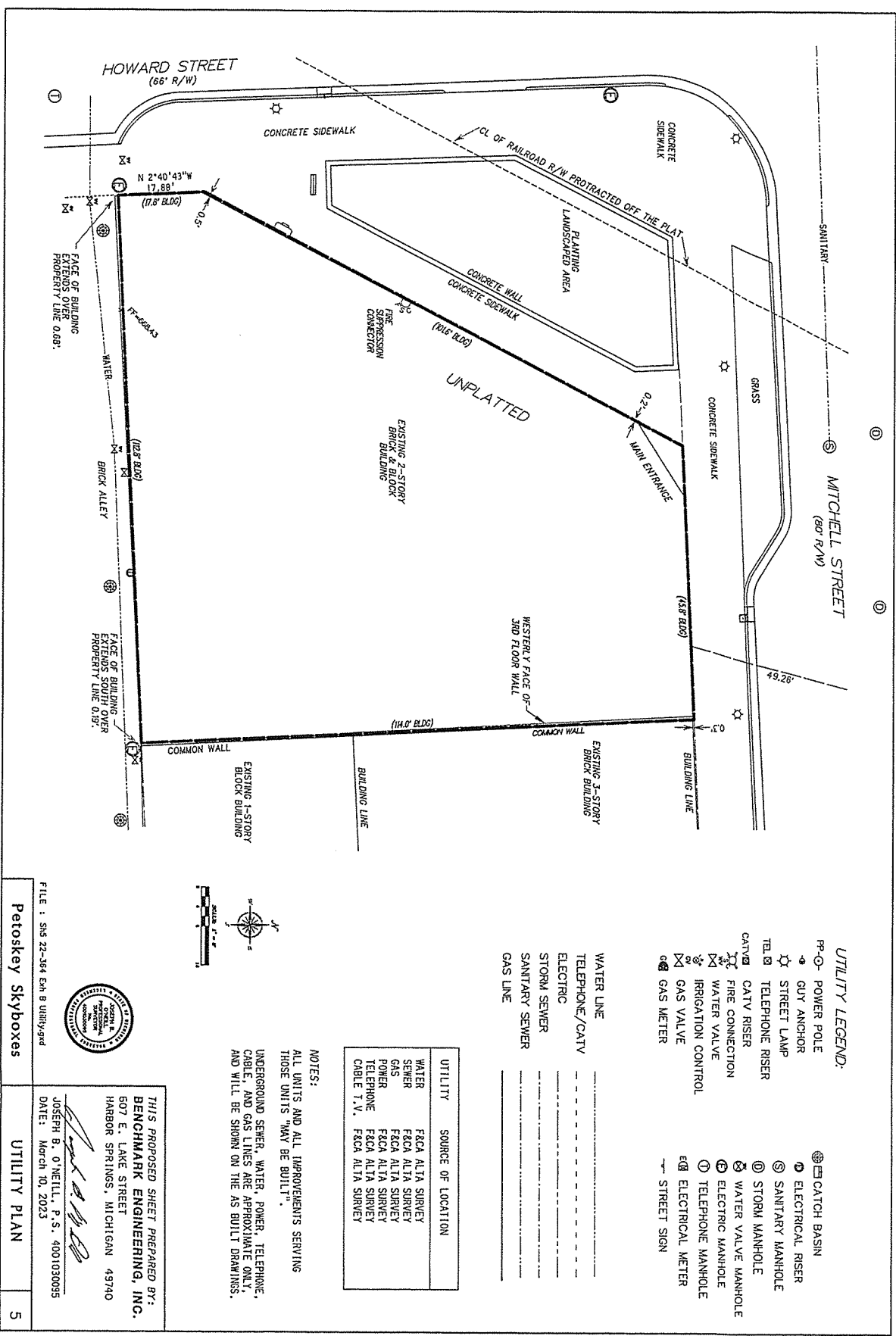
JOSEPH R. O'NEILL, P.S., 4001030095
DATE: March 10, 2023

Petoskey Skyboxes

SURVEY PLAN

54



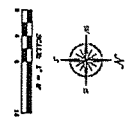


- UTILITY LEGEND:**
- PP-O POWER POLE
 - GUY ANCHOR
 - STREET LAMP
 - TELEPHONE RISER
 - CATV RISER
 - FIRE CONNECTION
 - WATER VALVE
 - IRRIGATION CONTROL
 - GAS VALVE
 - GAS METER
 - CATCH BASIN
 - ELECTRICAL RISER
 - SANITARY MANHOLE
 - STORM MANHOLE
 - WATER VALVE MANHOLE
 - ELECTRIC MANHOLE
 - TELEPHONE MANHOLE
 - ELECTRICAL METER
 - STREET SIGN

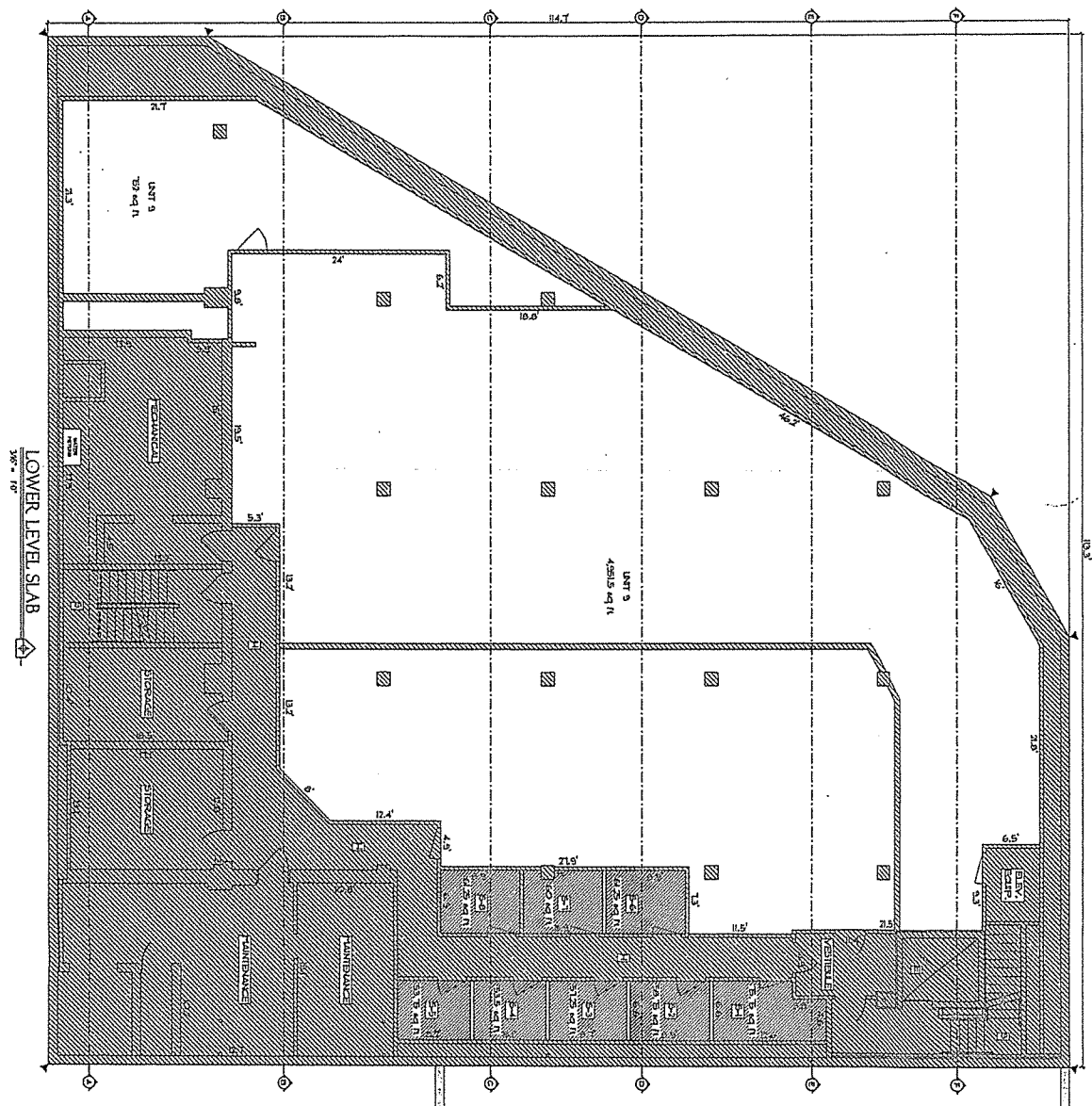
- WATER LINE
TELEPHONE/CATV
ELECTRIC
STORM SEWER
SANITARY SEWER
GAS LINE

UTILITY	SOURCE OF LOCATION
WATER	FCCA ALTA SURVEY
SEWER	FCCA ALTA SURVEY
GAS	FCCA ALTA SURVEY
POWER	FCCA ALTA SURVEY
TELEPHONE	FCCA ALTA SURVEY
CABLE T.V.	FCCA ALTA SURVEY

NOTES:
ALL UNITS AND ALL IMPROVEMENTS SERVING THOSE UNITS "MAY BE BUILT".
UNDERGROUND SEWER, WATER, POWER, TELEPHONE, CABLE, AND GAS LINES ARE APPROXIMATE ONLY, AND WILL BE SHOWN ON THE AS BUILT DRAWINGS.



THIS PROPOSED SHEET PREPARED BY:
BENCHMARK ENGINEERING, INC.
607 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740
JOSEPH B. O'NEILL, P.E., 4001030395
DATE: March 10, 2023



LOWER LEVEL SLAB
3/8" = 1'0"

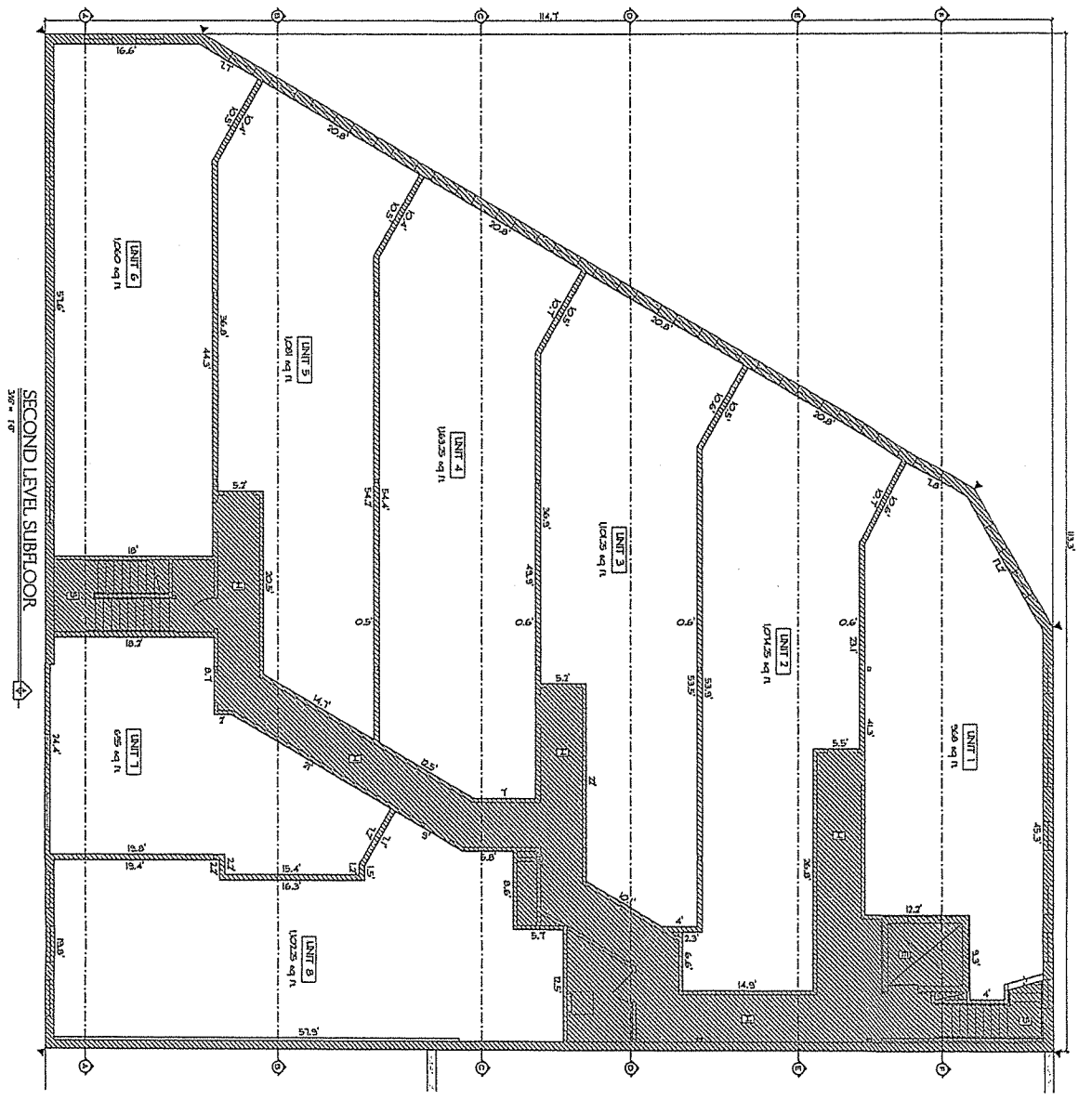
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LEGEND

- UNIT SCHEDULE LINE
- EXTERIOR WALLING LINE
- GENERAL CORNER ELEVATION
- UNIT CORNER ELEVATION
- COORDINATE POINT
- SECTION LINE
- PASSING
- STORAGE
- BALCONIES

NOTES

ALL WALLS INTERSECT AT 90°
 UNLESS OTHERWISE NOTED.
 ALL CORNERS INTERSECT
 AT 90° UNLESS OTHERWISE NOTED.

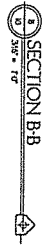
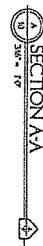


SECOND LEVEL SUBFLOOR

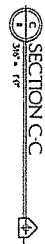


PROJECT		SHEET		DATE	
STAIRS		10		10/10/10	
DRAWN BY		CHECKED BY		APPROVED BY	
J. SMITH		K. JONES		L. BROWN	
PROJECT NO.		SHEET NO.		DATE	
1000		10		10/10/10	

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LEADER	
UNIT DOCKWAY LINE	
EDISON BUILDING LINE	
CORNER COTTON BLVD TO	
LIMITED COTTON BLVD TO	
UNIT DECATUR HIGHWAY	
PASADENA	
STORAGE	
BALCONIES	
B-1 TRAIL D	

[illegible]

