

## Sawtooth Condominium Association

April 2, 2018

Dear Sawtooth Owner:

Enclosed is the approved Third Amendment to the Sawtooth Condominium Association bylaws. The amendment was drafted to clarify owner and association maintenance responsibilities, and insurance company coverage responsibilities in the event of a claim. It is not intended to change the responsibility of the association or the owner.

Please advise your insurance agencies of this clarification.

Sincerely,

Lesa Ball  
Property Manager  
231-533-3181  
lball@vpnupnorth.com

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Tx:4025869

**201800002812**  
Filed for Record in  
**ANTRIM COUNTY MICHIGAN**  
**PATTY NIEPOTH**  
**REGISTER OF DEEDS**  
**03/26/2018 12:24 PM**  
**PAGES: 4**

**THIRD AMENDMENT TO MASTER DEED**

For

**SAWTOOTH**

Antrim County Condominium Subdivision Plan No. 20

This **Third Amendment to Master Deed** is made this 24th day of March 2018, by Sawtooth Association, a Michigan non-profit corporation, of 5820 Shanty Creek Road, Bellaire, Michigan 49615 (hereinafter referred to as the "Association");

**WITNESSETH:**

**WHEREAS**, Apfel-Rowe, a Michigan Co-Partnership (hereinafter referred to as the "Developer") caused the Master Deed for Sawtooth to be recorded in Liber 277, Page 42, et seq., and caused a First Amendment to Master Deed to be recorded in Liber 281, Page 1356, et seq., and a Second Amendment to Master Deed to be recorded in Liber 289, Page 0103, et seq., Antrim County Records ("Master Deed");

**WHEREAS**, pursuant to Article VIII of the Master Deed and Section 90(2) of the Michigan Condominium Act, the Master Deed can be amended even if the amendment materially alters or changes the rights of Co-owners, so long as the amendment is approved by sixty six and two thirds percent (66 2/3%) of the Co-owners and mortgagees.

**WHEREAS**, Section 90(a) of the Michigan Condominium Act designates the types of amendments mortgagees have the right to vote on. The Amendments contained herein are not amendments requiring mortgagees' votes.

**WHEREAS**, sixty six and two thirds percent (66 2/3%) of the Co-owners have voted to approve the amendments provided for herein.

**WHEREAS**, the Association wishes to amend the Master Deed for a proper purpose to clarify responsibility for maintenance, reconstruction or repair;

**NOW, THEREFORE**, the Association hereby amends the Master Deed as follows:

1. Article IV, Section 1(b) of the Condominium Bylaws is hereby replaced in its entirety with the following:

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, 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. Any improvements made by a Co-owner within his 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.

2. Article V, Section 4 of the Condominium Bylaws is hereby replaced in its entirety with the following:

Section 4. Each Co-owner is responsible for maintenance, reconstruction and repair as follows:

(a) Every Co-owner shall promptly perform all maintenance and repair work within the Co-owner's Unit, crawl space, or on the Common Elements, which, if omitted, would affect the Project in its entirety or in a part belonging to other Co-owners, being expressly responsible for the damages and liabilities that the Co-owner's failure to do so may engender.

(b) Each Co-owner shall be solely responsible for the insurance, reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit regardless of the source of the damage for which the repair is required, including all finished flooring and floor coverings, wall coverings, interior trim and in addition, without limitation, the following items:

i. All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner (and filters for the same), air conditioner, compressor, pad, and operational accessories, garbage disposal, dishwasher, range, oven, refrigerator, microwave, washer, dryer, vent fan, duct work, vents, exterior vent outlets, vent covers, filters, air purifiers, water softeners, water filters and water heaters, and all related accessory items or equipment.

ii. All electrical fixtures and appliances within the individual Unit, including, but not limited to lighting fixtures, shades, lamps, switches, outlets, antenna outlets and circuit breakers; electric yard light and smoke detectors.

iii. All plumbing fixtures including sinks and water faucets and taps, commodes, tubs, jet tubs, shower pans, shower stalls, drains, shower

enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers located on or within an individual Unit's perimeter walls.

iv. All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.

v. All window coverings, blinds and curtains.

vi. All improvements and decorations including for purposes of example, paint, wallpaper, paneling, carpeting, linoleum and trim.

vii. All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

(c) If the Co-owner does not perform these obligations, the Association may perform any and all such maintenance, reconstruction, replacement, or repair or removal obligations and assess the costs and expenses incurred to the Co-owner in accordance with Article II. The Association may also use other remedies available in the Condominium Documents or by law.

3. Article V, Section 5 of the Condominium Bylaws is hereby replaced in its entirety with the following:

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and interior walls within a Unit (but not paint or wall coverings thereon), and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such repair, or completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

4. In all other respects, the Master Deed and its amendments and exhibits for Sawtooth are hereby reaffirmed and ratified in their entirety except as expressly modified herein.

5. The revisions of this Third Amendment to Master Deed shall supersede all provisions of the Master Deed, Condominium Bylaws and other Condominium Documents for the Condominium Project that may be contrary to it and shall govern in the event of any inconsistencies.

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

**ASSOCIATION:**

SAWTOOTH ASSOCIATION, a Michigan non-profit corporation

Mark Warnshuis  
By: Mark Warnshuis  
Its: Vice President

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF Antrim )

Acknowledged on the 24 day of March 2018, before me personally appeared Mark Warnshuis, the Vice President, of Sawtooth Association, the organization described in and which executed the foregoing instrument, and that s/he signed her/his name thereto as and for her/his voluntary act and deed and as and for the voluntary act and deed of said organization.

**ALANA M SOWERS**  
Notary Public, State of Michigan  
County Of Antrim  
My Commission Expires 05-29-2024  
Acting in the County of Antrim

Alana M Sowers  
Alana M Sowers, Notary Public  
Antrim County, Michigan  
Acting in Antrim County, Michigan  
My Commission Expires: 5-29-2024

**Prepared by/Return to:**

David H. Rowe, Esq.  
Alward, Fisher, Rice, Rowe & Graf, PLC  
202 E. State Street, Suite 100  
Traverse City, MI 49684  
(231) 346-5400

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## 4/2/2018

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## VPN PROPERTY MANAGEMENT

March 8, 2018

Dear Property Owner:

The temperature sensors and the monthly heat checks have been a great success.

As you are aware, this program was put into place to prevent frozen pipes due to no heat. Also, with the new insurance company this was a necessity to obtain insurance.

We have avoided potential insurance claims this past winter, between the monthly heat checks and the temperature sensors. We have found heat turned off in a few units, some have had the air conditioning units on and a slider open.

We prevented damage in the following associations: two at Golfside, one at Hawk's Eye, two at Legend Cottage, two at Sawtooth and two at Snowshoe.

Sincerely,



Lesa Ball

Property Manager

[lball@vpnpnorth.com](mailto:lball@vpnpnorth.com)

231-533-3173