

POINT OF SAND POINT ASSOCIATION, INC.

A RESORT COMMUNITY

ORGANIZED THROUGH THE INCORPORATION OF SUMMER RESORT OWNERS

MICHIGAN PUBLIC ACT 137 of 1929

AMENDED AND RESTATED DECLARATION OF COVENANTS,

BYLAWS, AND RESTRICTIONS FOR

POINT OF SAND POINT ASSOCIATION, INC.

SAND POINT, CASEVILLE TOWNSHIP, HURON COUNTY, MICHIGAN

REGISTERED AND EFFECTIVE

1 DECEMBER 2017

POINT OF SAND POINT ASSOCIATION

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BYLAWS OF POINT OF SAND POINT ASSOCIATION

ARTICLE I

REGISTERED OFFICE

The registered office of the Corporation (herein called the Association) shall be located at the office of Nietzke & Faupel, PC., 7274 Hartley, Pigeon, Michigan 48755. The Board of Trustees may change the registered office, as deemed necessary and appropriate for Association business.

This Association known as the Point of Sand Point Association, Inc. was formed utilizing the Incorporation of Summer Resort Owners, Public Act 137 of 1929. Moreover, it is considered the authorizing Act to the formation of this association. Any questions as to the validity of any of the following bylaws of this Association please refer to the aforementioned Act.

ARTICLE II

MEMBERS

Section 1. Eligibility

Persons eligible to become a member of the Association must be free holders of land in or contiguous to this resort community and in the County of Huron.

Section 2. Annual Meeting

The annual meeting of the members shall be held annually at such time, place, and day between June 1st and August 31st, as fixed by the current Board of Trustees. Roberts Rules of Order shall prevail at all meetings of this Association.

If the annual meeting is not held on a date as aforementioned, the current Board of Trustees shall cause the meeting to be held as soon thereafter as agreeable and convenient. If the meeting is not held within ninety (90) days after the aforementioned timeframe or if no date has agreeably been designated for fifteen (15) months after the last annual meeting, then upon application of any member to the 52nd Circuit Court, the Court may summarily order the meeting or the election of members to the capacity of trustees for the board of this Association, or both, for the transaction of business as designated in the Court order.

At each annual meeting, the Board of Trustees, consisting of nine (9) trustees, shall submit a proposed budget of the ensuing year. Additionally, the Board of Trustees will report the management of all Association business including a financial statement; the condition of all property, complete with assets, liabilities, and any other matters seemingly proper and to the interest of the membership, in both short-term and long-range forecasts. Included in the agenda of the meeting shall be the minutes from the last annual membership meeting which shall be read and approved, an adoption of the proposed and or

amended budget, and the election of the three (3) trustees whose term expires prior to the conclusion of the annual meeting.

Section 3. Notice of Annual Meeting

Written notice stating the place, day, and hour of the annual meeting shall be delivered no less than ten (10) days or more than sixty (60) days prior to the set date of said meeting. This will occur after the Board of Trustees has set a date for determining the membership list for the upcoming annual meeting. All persons that are deemed members of record will be served personally, by mail, or via email, as directed by either the President or the Secretary, to each member of record entitled to vote. If mailed, such notice shall be considered delivered when entrusted to the United States Postal Service, USPS, with members address affixed as appears on the membership ledger, with appropriate prepaid first-class postage.

Section 4. Special Meetings

Special meetings of the membership, for any purpose, may be called by the President or the Board of Trustees, and shall be called by the President upon a request of not less than ten percent (10%) of the entire membership of the Association at the time of the request. Any call for a special meeting must be made in writing and either personally delivered or sent USPS, ten (10) days prior to the meeting and must include the date, time, place, and purpose of the meeting. The attendance of any member at the aforementioned special meeting shall constitute a waiver of notice, unless attendance is for the express purpose of objecting to the transaction of any business, because of contesting the legality of the called meeting. Business not mentioned in the purpose of the special meeting notice, shall not be conducted except by the unanimous consent of all members present or authorized by proxy.

Section 5. Voting Lists

The officer or agent having charge of the membership ledger, as directed by the Board of Trustees, shall produce and certify a complete list of members entitled to vote or be rightfully acknowledged during any meeting of the Association. This list will be stored electronically on an Excel spreadsheet and to be considered valid it must be updated within ten (10) days prior to any meeting. This list must be available at any meeting for inspection by any member questioning those entitled to vote. This list shall be prima facie evidence as to all members entitled to the rights of membership in the Association.

Section 6. Quorum

A quorum is to be equal or greater than thirty percent (30%) of all members entitled to be included in the voting list of the Association, represented either in person or by proxy. If a quorum is not obtainable then the meeting shall be automatically adjourned and notices sent forth to reconvene within ninety (90) days of the adjourned meeting. If a quorum is present at the scheduled onset of any meeting, members leaving during the meeting prior to adjournment will not constitute adjournment, therefore all business that was to be part of the meeting shall be conducted and considered valid and enforceable as if the quorum remained through the entirety of the meeting.

Section 7. Proxies

At all membership meetings any entitled member, or authorized agent or representative of an entitled member, may vote by proxy, when executed in writing. The proxy will be filed with the Association Secretary prior to the opening of the annual meeting and will remain in effect until revoked or until the notice of the next annual meeting is dispersed, this is inclusive of any special membership meetings held during the remainder of the fiscal year. Proxies received after the Secretary has compiled the official proxy list, indicating the both the authorizer and the agent, will not be considered valid for the annual meeting.

Section 8. Voting

Each member of the Association shall be entitled to one (1) vote for each matter submitted as a supported motion that requires a vote, at any meeting of the membership, with the following exceptions.

A. When ownership is held by a corporation, representative, or has multiple-joint ownership, the person entitled to vote must be designated in a certificate that is dully executed by the corporation or all other owners of the property within the Association.

B. Notwithstanding the foregoing, where husband and wife own real property subject to the jurisdiction of the Association as tenant by the entirety, a husband and wife shall each have one vote for the election of trustees only.

Section 9. Informal action by members

Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers

The Board of Trustees shall have the management and control of all of the business and all property, real and personal, of the Association and shall represent the Association, with full power of authority to act for the Association in all legal matters whatsoever. Subject only to restrictions or limitations imposed by these bylaws and any special restriction or limitation imposed by a vote of the members at any annual or special meeting.

Section 2. Disposition of Lands

The Board of Trustees, when authorized by a majority of all present and entitled members at the annual or a special meeting of members, may sell, mortgage, give, grant, convey, and/or lease, any lands,

or portions thereof, owned by the Association under such terms and conditions as are approved by such majority of members.

Section 3. Election to Compel Land to Come Under Association Jurisdiction

The Board of Trustees may call for an election to compel other land in and adjacent to the five (5) lots 201-107 through 201-111, inclusive, referred to as Gilling's Long Lake subdivision, along with Sand Point Lake, Sand Point Bay, Long Lake, and Island View subdivisions, to come under the jurisdiction of the Association under such conditions and in such name as is provided in Act 137, as amended.

Section 4. Number, Tenure, and Qualifications

The number of trustees shall be nine (9). Each trustee shall be a member of the Association and hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified or until his or her resignation or removal.

Section 5. Regular Meetings

A regular meeting of the Board of Trustees shall be held without other notice immediately after, and at the same place as the annual meeting of members. The Board of Trustees may provide, by resolution, the time, and place, within Huron County, Michigan, for holding of additional regular meetings without other notice than such resolution, a copy of which shall be delivered to each trustee. Not less than four (4) meetings will be held each year. Roberts Rules of Order shall prevail.

Section 6. Special Meetings

Special meetings of the Board of Trustees may be called in writing by or at the request of any three (3) or more trustees or by the President. The person or persons authorized to call a special meeting of the Board of Trustees shall state in the call, the time, and place, within Huron County, Michigan, where the meeting will be held along with the stated purpose for the special meeting.

Section 7. Notice

Notice of any special meeting, shall be given at least 10 days previously thereto by written notice, stating the time, purpose, and place of meeting, delivered personally, by mail, or via email to each trustee's residence, according to the current membership record. If mailed, such notice shall be deemed to be delivered when deposited in the USPS, addressed to the trustee with postage prepaid. The attendance of a trustee at a meeting shall constitute a waiver of notice, except where trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Business not mentioned in the notice of a special meeting shall not be conducted at said special meeting except by unanimous consent of all trustees, either by person or by proxy.

Section 8. Quorum

Two thirds (2/3) of the nine (9) trustees, currently elected to office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees; however, if less than such a number is

present at the scheduled meeting a majority of trustees present may adjourn the meeting, without conducting any other business. A member of the board may participate in a meeting by means of conference telephone or similar communications equipment, or by means of which all persons participating can communicate with each other. Participation in a meeting pursuant to this subsection constitutes the person's presence at the meeting. If a meeting is adjourned due to the absence of a quorum, all trustees shall be notified of the time and place of said adjourned meeting.

Section 9. Manner of Acting

The act of the majority of trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, as a whole.

Section 10. Acting without a Meeting

Any action which may be taken at a meeting of the Board of Trustees may be taken without a meeting if, before or after the action, a consent in writing, setting forth action so taken, shall be signed separately or collectively by all trustees. Additionally any predesignated committees will have the authority to conduct business as charged by the Board of Trustees as a whole. Each Chairman of said committee will present to the Board of Trustees any actions if taken during the interim between regularly stated meetings.

Section 11. Vacancies

A vacancy of any trustee or officer causal of death, resignation, removal, disqualification, or otherwise, may be filled by the affirmative vote of a majority of the remaining Board of Trustees for the unexpired portion of the term. If the vacating trustee was an officer a separate election of the board will elect one of the remaining trustees to replace the vacating officer and shall remain in that position only until the next annual meeting of the Association.

Section 12. Compensation

All trustees of the Board shall serve without compensation; this includes trustees elected to any officer position. Excepting that, any board member authorized by the Board, as a whole, shall be compensated at a rate of twenty-five dollars (\$25.00) per hour along with the effective IRS mileage rate for all activities pursuing a lien in the interest of in the Association. This shall be paid subsequent upon successful recovery of the aforementioned exception.

Section 13. Presumption of Assent

A trustee of the Association who is present at a meeting of the Board of Trustees at which action on any Association matter is taken is presumed to have concurred in that action unless his or her dissent shall be entered in the minutes or unless he or she shall file his or her written dissent to the action, which the person acting as the Secretary of the meeting before or promptly after the adjournment thereof. Such right to dissent shall not apply to a trustee who voted in favor of such action.

ARTICLE IV

OFFICERS

Section 1. Number

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be selected by the Board of Trustees, as a whole. The Board of Trustees may select one or more assistant secretaries, and assistant treasurers, and may appoint such other officers and agents, as they may deem necessary for the transaction of business of the Association.

Section 2. Election and Term of Office

Officers shall be elected for one (1) year or until a successor shall be deemed, qualified and subsequently elected. The officers of the Association nominated by the Board of Trustees shall be elected annually by the Board of Trustees at the regular annual meeting of the Board of Trustees held immediately following each annual meeting. If the election of the officers shall not be held at such meeting, such election shall be held as soon thereafter as prudently convenient.

Section 3. Removal or Resignation

Any officer, trustee, or agent may be removed by the Board of Trustees with or without cause. An Officer may resign by written notice to the Association at any time. Resignation is effective upon receipt by the Association or at the subsequent time specified in the notice of resignation.

Section 4. President

The President shall be the principal executive officer of the Association and, subject to the control of the Board of Trustees, shall, in general, supervise and control all of the business of the Association. The President shall, when present, preside at all meetings of the members and of the Board of Trustees. The President may sign, with the Treasurer or any other proper officer of the Association thereunto authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments, which the Board of Trustees is authorized to execute. Except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees, or by these bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed. Additionally, the presiding President shall perform all duties incident to the office of the President and any other duties as prescribed by the Board of Trustees.

Section 5. Vice President

In the absence of the President, or in the event of his or her death, inability, or refusal to act, the Vice President shall, perform the duties of the President and when so acting shall have all the powers of and subject to all the restrictions upon the President, as aforementioned. The Vice President shall perform such other duties assigned by the President or the Board of Trustees.

Section 6. Secretary

The Secretary shall be responsible for the following duties:

- A. To keep minutes of the proceedings of the annual membership meeting and of any meetings held by the Board of Trustees in one or more books provided for that purpose.
- B. To see that all notices are duly given in accordance with the provisions of these bylaws or as regulated by law.
- C. Act as the custodian of the Association records.
- D. Keep a ledger of the post office address of each member, which shall be furnished to the Secretary by such member.
- E. Shall report at the beginning of the Annual meeting the list of proxies and proxy agents.
- F. The Secretary shall also perform all duties incident to the office of Secretary and such other duties that may be assigned to the Secretary by the President or by the Board of Trustees.

Section 7. Treasurer

The Treasurer shall be responsible for the following duties:

- A. To have charge and custody of and be responsible for all funds and securities of the Association.
- B. To receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in which banks, trust companies, or depositories, as shall be selected with the provisions of Article V of these bylaws.
- C. The Treasurer shall also perform all duties incident to the office of Treasurer and such other duties that may be assigned to the Treasurer by the President or by the Board of Trustees. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his or her duties and such sum and with such surety or sureties, as the Board of Trustees shall determine.

Section 8. Assistant Secretaries and Assistant Treasurers

Any Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary and Treasurer, respectively or by the President or the Board of Trustees. Any Assistant Treasurer shall, if required by the Board of Trustees, give bond for the faithful discharge of his or her duties in such sums and with such sureties as the Board of Trustees determines.

Section 9. Filling More than one Office

No one person shall hold more than one office at any given moment in time.

Section 10. Standing committees

The Board of Trustees shall appoint a nominating committee, and the Board or President may appoint such other committee or committees as may be deemed necessary or advisable for the proper conduct of business of the Association.

ARTICLE V

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts

The Board of Trustees may authorize any officer or officers, agent or agents, to enter any contract, or execute and deliver any instrument in which the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Loans

No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in the name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to a specific instance.

Section 3. Checks, Drafts, and any Order of Payments

All checks, drafts, and other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association, shall be signed by two (2) such officers of the Association, unless authorized and in such a manner as shall, from time to time, be determined by resolution of the Board of Trustees.

Section 4. Deposits

All funds of the Association not otherwise employed shall be promptly deposited to the credit of the Association in such banks, or other insured depositories, as the Board of Trustees may select.

ARTICLE VI

DUES

The Association may assess annual dues and special assessments against the members, by vote of a majority thereof, for the purpose of carrying into effect any of the powers herein contained and may prescribe the time and manner of payment and manner of collection, and in the case of delinquencies, may

provide that such dues and assessments shall become a lien upon the land of the delinquent member and may provide the manner and method of enforcing such lien.

It is understood that said charges shall at no time be increased over and above the below mentioned established assessment dues without the consent of the property owners, at a regularly convened annual meeting. It is expressly agreed that the maintenance fund charges referred to herein, including any expenses incurred in removing or completing any building in accordance with the preceding or following paragraphs, shall be a lien or encumbrance upon the property, vacant or improved, with respect to which said charges are made. It is further expressly agreed that the maintenance fund charges to which reference is made in this paragraph while declared to be a lien or encumbrance against the property to which it relates, in the event of nonpayment the same shall nevertheless at all times be subordinate to the lien of any mortgage then existing or which may thereafter be placed upon any property which said lien right shall be asserted.

1. Configuration of Dues:

Effective September 30, 2014, in perpetuity unless amended, annual dues are as follows:

- A. Dues of four hundred and fifty dollars (\$450.00) are due no later than September 30th of each year.
- B. If not received by the aforementioned date, then a late fee of one hundred dollars (\$100.00) will be assessed. Additionally, the dues and the late fee will accrue interest at a rate of 7% annually, compounded on a monthly basis.
- C. The Secretary shall invoice the delinquent member or a period of six months, including the intention of the Board to collect for the Association, as a whole. If the delinquent member does not contact the Board either in person or by writing at the conclusion of the six-month period, the Board has predetermined it necessary to proceed with establishing a lien on the property within the Association boundaries.
 - i. If the board is forced to proceed with placing a lien on the property, the delinquent member will also be responsible for all compensable time at the aforementioned rates, all mailings, attorney fees, and associated costs, in the process of securing a lien.
 - ii. If the member in delinquency can show extenuating circumstances, the Board shall allow a maximum of 12 months prior to filing a lien on the property within the Association boundaries. However, the late fees and accruing interest will remain as an obligatory debt to the member.

2. Purpose of Dues:

- A. For maintaining and improving waterways including the dredging of channels and methods of entrance and egress for the channel system.
- B. For planting trees and shrubbery and caring for the same.

- C. For weed control, cutting, spraying, all property under the jurisdiction of the Association.
- D. For constructing, purchasing, or maintaining, any community service beneficial to the members of this Association.
- E. For any other purpose necessary or advisable in the opinion of the Board of Trustees for keeping the property of the Association in good order.
- F. For expenses, necessary or incident to the examination of plans to determine the validity of an alleged violation of restrictions contained within this document.
- G. For the enforcement of the building restrictions, conditions, obligations, reservations, rights, power, and/or charges, contained herein.

ARTICLE VII

JURISDICTION AND REGULATION

Section 1. Power to Regulate

The Board of Trustees shall have the authority to enact regulations subject to appeal or modification by the members at any regular or special meeting calculated and designed to carry into effect the following jurisdiction or the lands owned by the Association and its members, viz.:

- A. Keep all such lands in good sanitary condition.
- B. To preserve the purity of the water of all streams, springs, bays, and canals, or lakes, within the bordering upon said land.
- C. To regulate the speed of vehicles over its streets and to make general traffic regulations thereon.
 - 1. Any operator of a vehicle not in compliance of posted limits and regulations is in violation of these bylaws.
- D. To prevent the roaming at-large of any dog or any other animal.
- E. To compel persons occupying any part of said lands to keep the same a good sanitary condition and the abutting streets, highways, and sidewalks, free from dirt and obstruction and in good repair.
- F. To enforce the subdivision restrictions, which originally recorded at the Huron County Register of Deeds, Liber 785 Pages 273 through 287, inclusive, in Bad Axe, Michigan, 48413, subsequently amended and restated in this document of precedence.

Section 2. Effective Date of Regulations

All regulations, so established by the Association, shall take effect ten (10) days after passage and each regulation shall be posted conspicuously in three (3) public places within the jurisdiction area of said Association, at least five (5) days before the time of taking effect. Proof of posting must be made by an officer of the Association and entered on the records of the Association. Complete and accurate copies of all regulations shall be, at the office of the Association, for public inspection.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of June, and end on the 31st day of May of each year.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notices required to be given to any incorporator, member, or trustee, of the Association, under the provisions of these bylaws, under the provisions of the Articles of Incorporation, or under the provisions for the Summer Resort Owners Public Act 137 of 1929, as amended, a written waiver signed by the person or persons entitled to such a notice whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice.

ARTICLE X

AMENDMENTS

These bylaws, and any alteration, or amendment thereof, is subject to repeal or modification by the members at any regular or special members meeting. Subject to that right of members, these bylaws are adopted and may be amended by the Board of Trustees at any regular or special meeting of the Board. Any alteration, amendment, or repeal of these bylaws concerning the number or term of trustees or members voting rights, however must be ratified by a majority of the members at a regular or special meeting before the alteration, amendment, or repeal, shall become effective.

ARTICLE XI

POINT OF SAND POINT BYLAW RESTRICTIONS

The following common restrictions are hereby imposed on all lots in the Point of Sand Point Association, Caseville Township, Huron County, Michigan. The Point of Sand Point Association Inc. is comprised of the following subdivisions: Island View, Long Lake, Sand Point Lake, Sand Point Bay, and

Gilling's Long Lake subdivisions. The following restrictions, unless otherwise noted, were voted into effect at the annual meeting of the Point of Sand Point Association held Saturday, June 26, 1999.

Section 1. Land Use and Building Type

- A. No lot or building plot shall be used except for residential purposes. No structure shall be erected, altered, or placed, on any lot or building plot other than one (1) detached single-family private dwelling not to exceed three (3) stories in height above grade level at the building line on the street side of the house.
- B. No structure shall be erected, altered, or placed on any lot or building plot containing less than one (1) full lot as presently subdivided. However, nothing herein contained shall be construed to prohibit the sale by an owner of land in excess of the minimum required frontage at the building line to the owner of adjoining lot or lots in order to increase the size of an adjoining plot, but nothing herein contained shall be construed as to permit the division of the lots into building sites or building plots in excess of the number of lots in said subdivision. The words "building plot" as herein used shall be construed to mean one (1) full lot as presently subdivided plus additional land, if any, added thereto by purchase from the owner of adjacent lot (s), or fractions thereof.
- C. Owners of lots fronting on channels shall have exclusive use of the land lying between their lot line and channel providing, however, that the Association reserves the right to enter upon and utilize said land in the maintenance and improvement of said channels as hereinafter provided. No structure of any kind shall be erected or moved on to the landline between the lot line and the channel, and said land shall be kept clean at all times. It shall be permissible for property owners to keep boats on the banks of channels in front of their lots or moor to temporary docking as subsequently defined.
- D. The Association reserves the right to close or bridge channels, or to reopen bridges or channels, at any point, if in their judgment, the closing, bridging, or reopening of any channel, or channels, shall be necessary or advisable, provided, however, that the same shall not be done in front of any channel lot, sold to any party, without their approval.

Section 2. Architectural Control and Environmental Control

- A. The Architectural Control Committee, henceforth referred to as ACC, is appointed by the Board of Trustees of the Point of Sand Point Association. The ACC shall have the authority by written memoranda executed to designate a representative to ask for it. Whenever approval of said ACC is necessary under the terms of these restrictions, it shall be the obligation of the party obtaining the approval of said ACC to obtain a written memorandum indicating such approval, in which memorandum will be recited that set approval is by a majority of the members of the ACC, or the representative duly authorized to act for said ACC.

- B. All requests of lot owners as well as the ACC's approval or disapproval as required in these covenants shall be in writing and dated. In the event the ACC or its designated representative fails to approve or disapprove within thirty (30) days after submission to it of plans, specifications, and written request, for the approval thereof signed by the owner, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with, provided the same shall not be in violation of the limitations expressed elsewhere herein incorporated. It is the intent and purpose of this provision to require the lot owner to obtain approval of the ACC and that a failure to obtain such an approval because of lapse of time shall not give lot owner a right to deviate from the minimum requirements herein specified. Written approval of proposed plans and plot plans must be obtained from the ACC before the Township is authorized to issue a building permit. The ACC may not reduce the restrictions in any way without written approval of the Board of Trustees.
- C. No building shall be erected, placed, or altered, on any lot until the construction plans and specifications along with a plan showing the proposed location of the structure on the lot or building plot, has been approved by the ACC. The ACC makes recommendations for approval to the Board of Trustees based upon, the quality of workmanship and materials, harmony of exterior design with existing structures, in the Association, and as to location with respect to topography, finished grade elevation, existing shade trees, building lines, and these restrictions. The ACC expressly reserves the right to reject any plan submitted because of lack of harmony, or external design with existing structures; any plan that, in respect to the front property building line, do not harmonize with nearby existing structures, or do not permit the preservation of existing shade trees. Clear cutting will not be permitted. Approval shall be as hereinafter provided.

Section 3. Residence Structures

- A. No residence structures exceeding three (3) stories or forty (40) feet in height above grade level will be permitted. Bi-level or Tri-level residence structures, so-called, if approved by the ACC and pursuant to Caseville Township zoning ordinances, shall not constitute a violation of this paragraph.
- B. No residence structures shall be erected, altered, or place, on any lot or building plot, except as follows:
1. Members residing on lots with a North Shore address may construct structures of a maximum of three (3) stories, not to exceed forty (40) feet in height from grade – in accordance with Caseville Township building ordinances and regulations. Channel lots would remain limited to two (2) stories, not to exceed forty (40) feet in height. All construction is subject to ACC approval.
 2. One-story houses shall have a minimum of fifteen-hundred (1500) square feet of living area at grade level exclusive of garages and porches.

3. One and one-half (1 ½) story and two-story homes shall have a minimum of two-thousand (2000) square feet of living area, of which at least fifteen-hundred (1500) square feet must be on the first floor or grade level.
 4. Tri-level and Bi-level homes shall have a minimum of two-thousand (2000) square feet. Said square footage may be obtained by using the total of the floor area at grade level. The ACC shall have the right to use its discretion in determining square-foot area in such cases where unusual design shall warrant, however this discretion shall relate only to the distribution of the square-foot area and not to the total required square-foot area, as above provided.
 5. No modular or prefabricated, excluding Structural Insulation Panel (SIP), houses shall be constructed or permitted in said Association unless approved by the ACC and the Board of Trustees.
- C. The exterior walls of residence structures including all enclosed heated areas and garages shall be constructed of real or artificial stone, cedar, white pine, cypress, vinyl, aluminum siding, or brick, along with any combination thereof. Vertical tongue and groove siding or ornamental plywood may also be used. No dwelling constructed entirely of frame or shingle will be permitted. Roof construction shall consist of slate, wood shingle, asphalt shingle, standing-seam steel roofing (Hidden nail design), or other approved composition. However, no roll type roofing will be permitted on exterior; marble chip or gravel type roofing, if approved by the ACC, shall not be a violation of this clause. No cinder or concrete blocks may be used in the exposed portion of external walls except for foundation. No stucco, cement, asbestos siding, or imitation materials may be used on exterior walls, unless approved by the ACC. The ACC shall have the authority to approve any material, which in their opinion is of equal or superior quality.
1. It shall be the burden of the ACC to submit, in writing, the reasoning for any such deviation of building materials. This written report will be read at the next regularly scheduled Board of Trustee meeting and will become a permanent part of the records of this Association.
- D. No old or used structure of any kind shall be moved upon any lot or building plot. No structures of a temporary character, travel trailer, basement, tent, shack, campers, garage, barn, or other outbuilding, shall be constructed or placed on any lot or building plot or used on any lot or building plot at any time as a residence, either temporarily or permanently. Damaged buildings caused by fire, windstorm, or by any other reason, must be cleaned up within 60 days, weather permitting, and restored or completely removed and returned the original grade of said lot.

Section 4. Garages and Breezeways

- A. Garages, breezeways, and porches, shall have exterior walls constructed only of materials permitted for the main residence structure. Garages shall be attached to the residence structure. Carports are not permitted.
- B. Garages and breezeways shall have a roof pitch and cornice conforming to the architectural lines of the main residence structure.

Section 5. Building and Grade Lines

- A. The maximum finish grade line and the minimum grade line of each lot shall be individually established by the ACC, topography of the lot being considered. No structure shall be erected, altered, placed, or permitted, to remain on any lot unless the finish grade thereof shall conform to the line established by said ACC after consulting survey lot lines alongside Caseville Township and Huron County building and zoning authorities upon presentation of proposed plans and specifications covering proposed construction on such lot. Such determination of the ACC must be achieved through written memoranda.
- B. No structure shall be erected, altered, placed, or permitted, to remain on any lot nearer then twenty-five (25) feet to any front street line, fronting channel property line, nor nearer then twenty (20) feet to any side street line. There shall be provided a side yard on each side of every main building, which shall not be less than ten (10) feet. The distance of the rear building line from the water's edge shall be determined by the ACC pursuant to Caseville Township ordinances in conjunction with safety, housekeeping, and harmony of area.
- C. The ACC shall have full discretion and authority to alter any building line restrictions as set forth above when deemed necessary to harmonize with existing adjacent structures or approved structures, to preserve shade trees, or when, in its opinion, topography shall so require.
 - 1. Any alterations cited by the ACC must be submitted to the Board of Trustees in writing that it may be read at the next meeting and become permanent part of this Association's records.
 - i. This document must include the date, the address if known otherwise the lot number, the variance given, and the reasoning for such variance.

Section 6. Sewage Disposal and Domestic Water Supply

- A. All dwellings shall be individually served by a sewage disposal system constructed on the roadside of any building plot and in compliance with the regulations of the Huron County health Department and with applicable Michigan Department of Public Health guidelines. All toilet facilities must be located inside a dwelling.

- B. All dwellings shall connect to Caseville Township water supply as a means of potable water for the dwelling.
- C. Irrigation systems on the lot or building plot can utilize Caseville Township water supply a well or an irrigation pump in harmony with adjacent structures placed at the water's edge for the sole purpose of irrigating lawns, landscaping, and foliage, on said property.
- D. The used of shallow stab wells shall not be permitted pursuant to the Huron County Health Department and Caseville zoning ordinances.

Section 7. Floodplains

The floodplain elevation average for all properties within this Association is 584.7 feet, any member of this Association has the right to establish the elevation of their individual lot or building plot, and the certified elevation for said lot will be governed accordingly. Any building used or capable of being used for residential purposes and occupancy within the floodplain shall:

- A. Have lower floors, excluding basements, a minimum of one (1) foot higher than the elevation of the contour defining the floodplain limits.
- B. Have openings into the basement no lower than the elevation of the contour defining the floodplain limits.
- C. Have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits.
- D. Equipped with a positive means of preventing sewer backup from sewer lines and drains, which serve the building.
- E. Be properly anchored to prevent flotation.

The aforementioned floodplain restrictions shall remain perpetuity.

Section 8. Easements

Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within six (6) feet of all side lot lines and ten (10) feet on all rear lot lines in all property under the auspice of this Association. Such other easements are hereby reserved to enter upon the premises if necessary to maintain waterways, dredge, construct, operate, maintain any other public improvements, such as pipes, poles, wires, etc., whether under or above ground. It is understood and agreed that it shall not be considered a violation of the provisions of the easement, if wires or cables carried by such pole lines pass over some portion of said lots not within the six (6) foot easement strip, as long as such lines do not hinder the construction of buildings on any lot.

Section 9. Miscellaneous

A. Exterior Completion:

The exterior of all resident structures, garages, and breezeways, must be completed, including at least two (2) coats of paint or varnish on all exterior woodwork within six (6) months from the date of commencement of construction.

B. Rubbish Facilities:

No lot or building plot shall be used as a dumping ground for rubbish nor for the storage of materials, except for such materials as are necessary for and used in the course of construction. No outdoor trashcans or collection containers shall be permitted on any lot after completion of the main residence structure, unless enclosed, and hidden from view.

C. Outdoor Burning:

All burning within the confines of this Association are pursuant to DEQ guidelines, Caseville Township zoning, and fire ordinances. There shall be no burning of rubbish within Association boundaries. Any outdoor burning as permitted by the aforementioned authorities must be done in an area that has a containment perimeter surrounding the fire. Additionally consideration for adjacent lots must be well thought-out before commencing with igniting a fire whether it be, leaves or firewood.

D. Animals:

No animal, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot, except for not more than two (2) animals (licensed and vaccinated dogs or cats) maybe kept as household pets, provided they are not kept, bred, or maintained for commercial purposes. No noxious, or offensive odors, or excessive, offensive, or objectionable noise, from permitted pets, will be permitted on any lot or building plot.

E. Outbuildings:

No outbuilding of any kind shall be constructed, erected, or placed, on any lot or building plot, except pump houses, boat docks, doghouses, and children's playhouses as herein provided. The design, size, materials, and location, must be approved by the ACC.

F. Fences:

All fences must be approved in writing by the ACC prior to construction. In considering an application to construct a fence, the ACC shall consider the utility and aesthetic nature of the proposed fence and surrounding area.

1. For purposes of this section, a fence is defined as a barrier made of wood, metal, stone, brick, or any manufactured materials constructed upon or immediately adjacent to a property line for the purpose of marking a boundary, preventing entrance, or creating privacy this includes dog runs, and children's play area fences.

G. Landscaping:

Basic landscaping including finish grading, seeding, sodding, foliage, and

ornamental accents, must be completed within six (6) months after date of occupancy. After disturbing vegetation or clay cover on any lot, the owner must again cover any exposed sand to prevent the sand from blowing on another lot.

1. No hedges shall be permitted within twenty-five feet of a property's lakeside lot line. Under no circumstances shall a hedge be permitted to exceed four feet in height. Any hedge in violation of this section shall be deemed a nuisance.
2. Any lot once improved shall remain improved pursuant to Caseville Township Ordinance 92.01.

H. Renting, Subletting, and or Leasing:

Any renting, subletting, and or leasing, of any residence within the Association boundaries must be written as contractual obligation to a minimum of a ninety (90) day rental, up to and including perpetuity.

I. Signs:

No "For Sale" signs except for "Realty for Sale" and "Garage-Moving-Estate Sale" signs may be placed on any lot. Garage sale signs may be placed anywhere on the building lot on the roadside only, whereas real estate signs may be placed anywhere on the building lot on both the roadside and waterside of the property. Any advertising sign other than "Realty for Sale" once placed shall be removed within five (5) days of placement.

J. Properties in Common:

The properties in common consist of the North Park, the South Park, and boat launching facility, the owners of all lots in said Association together with their families and accompanied guests shall be subject to the rules and regulations as promulgated by the Association.

1. Parks:

- i. The rules governing the North Park and the South Park shall be posted at the entrance of the parks.

2. Boat launch:

- i. All members are given one (1) electronic key fob that will give access to the boat launch gate. It is the responsibility of any member leaving this association causal of any future real estate transaction that the member leaving the Association shall place into the new member's possession the boat launch key fob.
 1. Each member is entitled to one (1) key fob, regardless of properties owned, with the exception that if a member owns additional residences that are currently leased as outlined in these bylaws, than

upon the Board of Trustees receiving the written lease will disperse a key fob to the leasee for the duration of the lease.

ii. Any lost, stolen, or misplaced key fob can be replaced at a cost of twenty-five dollars (\$25), when submitted in writing to the Board of Trustees.

1. If a new member does not receive the boat launch key fob during the closing in any real estate transaction, the leaving member will be responsible for the \$25 fee.

iii. A member or immediate family member must be present during all boat launches and loadings.

iv. Member must arrive at the boat launch area prepared to launch or load. The tow vehicle and trailer along with the boat must be expeditiously moved from the boat launch area.

1. During the launching and loading procedure, do not utilize any other member's driveway to facilitate the launch and do not park in any posted areas adjacent to the boat launch area.

K. No Wake Zones:

There shall be "no wake" from any vessel within the channel system in the boundaries of this Association. Any vessel producing a wake within any channel is in violation of these bylaws and responsible for the damage caused by said wake, as per United States Coast Guard- Inland Rules of Navigation.

L. Temporary Docks:

Temporary docks shall be permitted with the approval of the ACC with the additional stipulation as to not interfere with navigation, other docks on adjoining properties, proper maintenance and must be removed when necessary for channel maintenance, safety, harmony of area, and housekeeping. If not removed by the property owner after receiving a thirty (30) day notice, or any aforementioned reason, the same may be removed by the Association and the cost of the removal will be the responsibility of the property owner. If not paid the cost of removal will be placed as a lien against said lot until paid and will bear seven percent (7%) interest per annum on the amount unpaid.

M. Neighborhood Watch:

This Association participates in the Neighborhood Watch Program.

N. Responsibility of Members:

It is the responsibility of all members of this Association to adhere to all the provisions within this document, along with all applicable ordinances of Caseville Township, which are available either online at <http://www.casevilletownship.com> or at the Caseville Township office in the City of Caseville. Additionally, all members are also

responsible to uphold all laws, ordinances, and regulations of any regulatory body that would supersede Association bylaws, including Michigan Public Act 137 of 1929.

Section 10. General Provisions

- A. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until modified by a majority vote of the Board of Trustees or until an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded changing or modifying said restricted covenants in whole or in part. However, these covenants shall not apply to floodplain restrictions, which shall remain in perpetuity.
- B. Should any of these provisions incorporated in these restrictive covenants be subsequently determined or declared invalid or unenforceable by any Court of competent jurisdiction, such determination of invalidity shall be limited only to the specific clause or phrase determined to be invalid, and shall not under any circumstances operate to adversely affect or interfere with the continued binding force and effect of the other provisions of these restrictions in this agreement, which are specifically declared to remain in full force and effect.
- C. The above restrictions are intended as minimum restrictions and if any use permitted under the terms of these restrictions is prohibited by terms of any applicable zoning ordinance then enforced, and then the terms of said ordinance shall apply.
- D. No residence structure shall be constructed, erected, or maintained, on any lot unless the same be constructed or erected by or under the direct supervision and control of a registered and licensed builder of the State of Michigan and approved by the ACC.

ADOPTION AND CERTIFICATION OF BYLAWS

CERTIFICATE OF AMENDMENT

TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR POINT OF SAND POINT ASSOCIATION; AND ARTICLES OF INCORPORATION AND BYLAWS OF POINT OF SAND POINT ASSOCIATION, INC.

The certificate of amendment to the amendment and restated declaration of covenants and restrictions for Point of Sand Point Association, the Articles of Incorporation, and the Bylaws of Point of Sand Point Association, Inc. is made by the Point of Sand Point Association, Inc.

These passed and adopted bylaws of the Point of Sand Point Association, a Michigan nonprofit corporation, by unanimous consent of those whose hands are set below constituting the current Board of Trustees at the time of signing, convey that all previous bylaws of this Association originating at the organizational meeting held on October 28, 1991 until present have been superseded by this document.

WITNESSETH:

Whereas, the declaration was originally recorded commencing with official records of articles incorporation filed on October 21 of 1991, filed at the Michigan Department of Commerce Corporation and Securities Bureau on December 3, 1991, pursuant to the provisions of Michigan Public Act 137 of 1929, as amended, the undersigned for operation executed the following articles:

ARTICLES OF INCORPORATION

Article I.

The name of the corporation is: Point of Sand Point Association

Article II.

The purpose or purposes for which the corporation is organized are: any purpose provided by 1929 public act 137, as amended, (MSA 21.751 et. seq. - - Summer Resort Owners Act) under which this Association is organized and in connection there with to exercise all the rights and privileges pursuant thereto including, but not limited to, the conservation and improvement of conditions in the Sand Point Lake subdivision, Sandpoint Bay subdivision, Long Lake subdivision, and Island View subdivision, part of government lots 2,3,4,5, of sections 2 and 11, T17 and, R9E, Caseville Township, Huron County, Michigan, and property adjacent thereto which come under the jurisdiction of the Corporation; the proper enforcement of subdivision building and use restrictions and assuring that the developer of said subdivisions performs all obligations pursuant thereto; the encouragement of social intercourse among the residents thereof; the promotion and supervision of community activities for the mutual welfare, comfort, pleasure, and convenience, of the residents thereof, the regulation of common and/or community property, roads, highways, canals and beaches within and bounding such property; the regulation of the use of the individual property thereof so far as a community welfare, health and safety may be affected; and the performance of any and all things tending toward the improvement and ornamentation of such property, the provision of recreation and amusement for the residents thereof, and the acquisition by purchase, gift, or device, ownership, maintenance and improvement of real and personal property (not to exceed 320 acres of real property) and the erection of such buildings and other structures as may be deemed advisable and pursuant of the pursuits for which the Association is organized.

Article III.

The Corporation is organized upon a nonstock basis.

The description and value of its real property assets are: None

and the description and value of its personal property assets are: None

The corporation is to be financed under the following general plan: dues and assessments to members.

Corporation is organized on a membership basis.

Whereas, this document supersedes all previous bylaws of this Association, this is inclusive of the following documents.

- A. The original bylaws, consisting of 11 pages, that were approved at the organizational meeting held October 28 of 1991, signed by 19 members of this Association.
- B. The Point of Sand Point Association bylaw restrictions, filed at the Huron County Register of Deeds, at the following locations, Liber 785, Pages 273-288 inclusive, on October 13, 1999.
- C. The Point of Sand Point Association bylaw amendments, filed at the Huron County Register of Deeds, at the following location, Liber 1284 Page 398, on April 22, 2009.
- D. Whereas the entire membership was given the opportunity to vote on whether to accept or reject these bylaws as presented and was passed by a majority of the membership.
 - a. The results were reported to the Board at the October and November regular meetings and by Board resolution, to comply with the wishes of the membership, passed these bylaws as the governing document for this association.

Now, therefore, the President and Secretary of the Association along with the attorney of record for the Association hereby certify and attest that:

- A. These restated and amended bylaws shall govern the Board of Trustees and all of the members of this Association according to the verbiage contained within.
- B. Any future amendments will be posted in accordance to these bylaws.

Witnesses (as to both):

Emily Jacob
Signature
Emily Jacob
Print Name

Lanette R Wiese
Signature
Lanette R Wiese
Print Name

Sand of Sand Point Association, Inc.

By: [Signature]
Robert Snider, President PSPA

By: [Signature]
David Vizard, Secretary PSPA



STATE OF MICHIGAN)
COUNTY OF HURON)

The forgoing instrument was acknowledged before me this 30th day of November, 2017, by Robert Snider as President and David Vizard as Secretary of the Point of Sand Point Association, Inc., A Michigan nonprofit corporation, on behalf of the corporation. They are personally known to me or have produced Personally Known as a form of identification.

[Signature]
NOTARY PUBLIC, State of Michigan

FIRST AMENDMENT TO 2017 BYLAWS OF POINT OF SAND POINT ASSOCIATION

This First Amendment to the 2017 Bylaws of Point of Sand Point Association, Inc., (the "First Amendment") is made and executed this 14 day of August, 2024, by the Point of Sand Point Association, Inc., a Summer Resort Owners Corporation (the "Association"), represented herein by Bryan Bender the President of the Association, who is fully empowered and qualified to act on behalf of the Association.

WITNESSETH:

WHEREAS, the Association is a Summer Resort Association formed through the Incorporation of Summer Resort Owners, Act 137 of 1929, MCL 455.201, *et seq.*

WHEREAS, effective December 1, 2017, the Association adopted the Bylaws of Point of Sand Point Association (the "Bylaws") which amended and restated all prior bylaws and amendments into a single Bylaws.

WHEREAS, pursuant to MCL 455.212, the Board of Trustees may enact Bylaws, subject to repeal or modification by the members at any regular or special meeting. In addition, pursuant to Article X of the Bylaws, the Bylaws may be amended by the members of the Association at any regular or special meeting of the Association. Any amendment to the Bylaws concerning the number or term of trustees must be ratified by a majority of the members at a regular or special meeting before the amendment shall become effective.

WHEREAS, pursuant to MCL 455.213, all Bylaws established by the Association shall take effect ten (10) days after passage and each of said Bylaws shall be conspicuously posted in three (3) public places within the jurisdictional area of the Association at least five (5) days before the time of taking effect and proof of such posting shall be made by an officer of the Association and entered on the records of the Association.

WHEREAS, the Board of Trustees desires to amend the Bylaws in order to reduce the number of trustees from nine (9) trustees to seven (7). By majority vote of the members, the Association approved the proposed amendment at the annual meeting conducted on 11/11, 2023

NOW THEREFORE, the following amendment is made to the Bylaws:

1. Article III, Section 4 of the Bylaws

Article III, Section 4 of the Bylaws is hereby amended by deleting Article III, Section 4 of the Bylaws and replacing it with new Article III, Section 4 which states as follows:

Section 4. Number, Tenure, and Qualifications.

The number of trustees shall be seven (7). Each trustee shall be a member of the Association and hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified or until his or her resignation or removal.

Except as set forth in this First Amendment, the Bylaws, as originally adopted by the Members and recorded, remain in effect and are confirmed, ratified and re-declared.

This First Amendment is made and executed on the date set forth above and shall be effective ten (10) days after its execution.

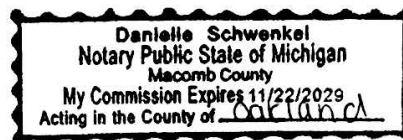
Point of Sand Point Association, Inc.,
a Summer Resort Owners Corporation

By: [Signature]
Name: Bryan Bender
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this 14 day of August, 2024, the foregoing instrument was acknowledged before me by Bryan Bender, the President of Point of Sand Point Association, Inc., a Summer Resort Owners Corporation, on behalf of and by authority of the corporation.

[Signature]
Notary Public,
Macomb County, Michigan
My Commission Expires: 11/22/29
Acting in Oakland County, Michigan



PROOF OF POSTING

In accordance with MCL 455.213, I hereby certify that the First Amendment to the 2017 Bylaws of Point of Sand Point Association, Inc., was conspicuously posted in three (3) public places within the jurisdictional area of the Association at least five (5) days before the time of taking effect.

Point of Sand Point Association, Inc.,
a Summer Resort Owners Corporation

By: Mary C. Lawson
Name:
Its: Secretary

STATE OF MICHIGAN)
COUNTY OF Oakland) ss

On this 15th day of August, 2024, the foregoing instrument was acknowledged before me by Mary C. Lawson, the Secretary of Point of Sand Point Association, Inc., a Summer Resort Owners Corporation, on behalf of and by authority of the corporation.

Denise A. Hendershot
Notary Public,
Oakland County, Michigan
My Commission Expires: 08.23.2029
Acting in Oakland County, Michigan

