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ANTRIM COUNTY MICHIGAN  
PATTY NIEPOTH - 268  
02-01-2006 At 03:23 pm.  
MASTER DEED 147.00  
DR Liber 746 Page 1249 - 1293

**CERTIFICATION** *02-01-06 TN*  
I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date to this instrument. This does not include taxes in the process of collection.

Sherry A. Comben, Antrim County Treasurer

**MASTER DEED**  
**ANCIENT MARINER DRYDOCKS OF KEWADIN**

ANTRIM CONDOMINIUM SUBDIVISION PLAN NO. *130*

This Master Deed is made and executed this *25* day of January, 2006, by Theodore D. and Barbara L. Veliquette, husband and wife, hereinafter referred to as "Developer"), whose address is 603 Maplewood, Elk Rapids, Michigan 49629.

**Note: The Developer has valuable intellectual property rights, including copyright, trademark, and servicemark rights associated with the name "Ancient Mariner Drydocks," "Ancient Mariner," and associated logos. These are specifically reserved by Developer, and the naming of this project constitutes only a non-exclusive license to use those protected rights.**

WITNESSETH:

WHEREAS, Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Condominium Act of Michigan;

NOW, THEREFORE, upon the recording hereof, Developer establishes Ancient Mariner Drydocks of Kewadin as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, their successors and assigns, and any persons acquiring or owning an interest in the said real property,

their grantees, successors, heirs, executors, administrators and assigns.

## ARTICLE I

### TITLE AND NATURE

The Condominium shall be known as Antrim County Condominium Subdivision Plan No. 130. The plans and specifications for the Condominium are being filed with the Antrim County Register of Deeds. The buildings, Units and other improvements contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for storage purposes only. Each Unit is capable of individual use, having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Ancient Mariner Drydocks of Kewadin Owners' Association, as set forth herein, in the Condominium Bylaws, and Articles of Incorporation of the Association.

## ARTICLE II

### LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Milton, Antrim County, Michigan described as follows:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 2, Town 29 North, Range 9 West, described as: Commencing at the Southwest corner of said section 2; thence North 89°33'59" East along the South line of said section and the centerline of Indian Road 928.04 feet to the point of beginning; thence North 00°09'26" West 332.42 feet; thence South 89°33'59" West 327.16 feet; thence North 00°00'17" West 987.93 feet to a point on the South 1/8 line of said section; thence North 89°27'31" East along said 1/8 line 720.20 feet to a point on the West 1/8 line of said section; thence South 00°09'26" East along said 1/8 line 1038.69 feet; thence South 89°33'59" West 100.00 feet; thence North 00°09'26" West 50.00 feet; thence South 89°33'59" West 209.66 feet; thence South 00°09'26" East 279.90 feet; thence 31.51

feet along the arc of a 20.00 feet radius curve to the left whose long chord bears South 45°17'43" East 28.35 feet to a point on the North right of way of Indian Road; thence South 00°09'26" East 33.00 feet to a point on the South line of said section and the centerline of Indian Road; thence South 89°33'59" West along said South line and said centerline 106.10 feet to the point of beginning; and containing 17.16 acres of land.

Subject to the rights of the public over the Southerly 33 feet thereof as occupied by Indian Road.

Also subject to easements, right-of-ways, reservations and restrictions of record.

### **ARTICLE III**

#### **DEFINITIONS**

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation of the Ancient Mariner Drydocks of Kewadin Owners' Association are defined as follows:

- (a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Association" means the Michigan nonprofit corporation, Ancient Mariner Drydocks of Kewadin Owners' Association, in which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium and also, depending on the context, may also mean the Bylaws of the Association.
- (d) "Common Elements" means the portions of the Condominium other than the Condominium Units.
- (e) "Condominium" (and Project) means Ancient Mariner Drydocks of Kewadin as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.
- (f) "Condominium Documents," wherever used, means and includes this

Master Deed and the Exhibits hereto, the Articles of Incorporation and any rules and regulations adopted by the Association.

(g) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(h) "Condominium Unit" or "Unit" means the space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(i) "Co-owner" means a person, firm, corporation, partnership, association, trust, other legal entity, or a combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units,

(j) "Contractible condominium" shall mean that this Project may have a portion of the submitted land withdrawn in accordance with the Act.

(k) "Convertible area" shall mean a portion of the Common Elements of the Project within which additional Units and associated Limited Common Elements may be created in accordance with the Act.

(l) "Developer" means Theodore and Barbara Veliquette, husband and wife and their successors or assigns. All development rights reserved under the Act to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including without limitation conveyances to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(m) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(n) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(o) "Master Deed" means this document and, depending on the context, may also include the Condominium Bylaws and Condominium Subdivision Plan attached as exhibits.

(p) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(q) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. The Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(r) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(s) "Size" means the number of square feet of ground or floor space within each Condominium Unit computed by reference to the Plan and rounded off to a whole number.

(t) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are defined as follows:

(a) The General Common Elements are:

(1) The land described in Article II hereof, including any roads, drives, parking areas, walks, retention ponds, and basins, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements;

(2) The electrical and plumbing (if any) networks or systems throughout the Condominium, including those contained within Unit walls up to the point of connection with outlets or fixtures within any Unit (each Unit shall have separately metered electricity);

(3) Foundations, supporting columns, Unit exterior perimeter walls (including windows and doors therein) exterior roofs and eaves;

(4) If any meter, appliance, or fixture services a Unit other than a Unit it is located within, then such meter, appliance or

fixture shall be a General Common Element; and

(5) Such other features of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Areas in and around each Unit necessary to access a Unit or to temporarily park a boat, vessel or other personalty outside of a Unit, and which are limited to the sole use of the Co-owners of the Units which such Common Elements service;

(2) Interior surfaces of all ceilings, floors and Unit interior perimeter walls and windows and doors contained within a Unit, and which are limited to the sole use of the Co-owner of such Unit; and

(3) Until all Units are sold by the Developer, and while it owns unsold Units, the office area shown in the Plans, Exhibit B; provided at such time as Developer no longer owns any Units, the office shall become a General Common Element owned by the Association.

(c) Maintenance, repair and replacement of all Common Elements shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following provisions:

(1) The Limited Common Elements described in subparagraph (b)(2) above shall be the responsibility of the respective Co-owners having the use thereof; and

(2) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner (regardless of fault), shall be assessed against the Co-owner.

(d) In accordance with Section 72b of the Act, each Unit shall end at the uppermost extent, in a vertical plane, of the roofs and eaves of a Unit. Therefore, the fee in the air space above that vertical plane shall remain as General Common Elements.

#### ARTICLE IV-A

#### CONVERTIBLE CONDOMINIUM

The Condominium is established as a **convertible condominium** in accordance with the provisions of this Article IV-A:

(a) The Condominium will be constructed in phases as demand for the Units warrants. The overall plans call for a total of one hundred, seventy-five (175) units in the locations shown in the Plans, Exhibit B. Given the phased nature of the Project, everything which is not established and constructed as a Unit or Limited Common Element appurtenant to Units will be designated as General Common Elements unless and until Units are constructed. All such General Common Elements are also "Convertible Areas" within which Units, associated buildings, and Limited Common Elements may be created and installed as part of future phases, as provided in this Article IV-A. The Developer reserves the right, but not an obligation, to convert the Convertible Areas to a maximum design plan of 175 Units. The locations and types of Units, as well as the buildings housing Units may be modified as provided in this Article. The number of Units in the Condominium may decrease, but shall not increase, as a result of the conversion of the Convertible Areas.

(b) The Developer reserves the right, in their sole discretion, **during a period ending 6 years from the date of recording this Master Deed**, to convert the Convertible Areas. The conversion could either take the form of Developer (i) withdrawing some or all the Convertible Areas from the Condominium, or (ii) keeping some or all those areas, converting them from Common Elements, and using them for additional Units. Alternately, in lieu of adding Units, under option (i) the Developer may contract the convertible areas from the Condominium entirely, while reserving such easements for any new development as Developer in their discretion deem necessary or desirable.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to storage uses and to such Common Elements as are compatible with such use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) The extent to which any building erected on any portion of the Convertible Areas is compatible with structures included in the original phase is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

(e) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas

and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or their successors, as agent and attorney for the purpose of execution of such amendment or amendments to the 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. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(f) All modifications to Units and Common Elements made pursuant to this Article IV-A shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments to Percentages of Value shall be made within the sole discretion of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

#### ARTICLE IV-B

##### CONTRACTIBLE CONDOMINIUM

(a) The Condominium has also been established as a contractible condominium, meaning that land may be withdrawn from the Condominium and used in accordance with the provisions of this

## Article IV-B.

(b) Description of Contractible Areas: shall consist of the balance of the lands which have not been developed in accordance with this Master Deed within a period of six years, and may be withdrawn from the Project and used to continue phases of the original permitted storage condominium plans, up to the maximum 175 Units.

(c) The lands which may be withdrawn from and contracted out of the Project and used for unrelated development purposes are legally described as -

That part of the Southwest 1/4 of the Southwest 1/4 of Section 2, Town 29 North, Range 9 West, described as: Commencing at the Southwest corner of said section 2; thence North 89°33'59" East along the South line of said section and the centerline of Indian Road 928.04 feet to the point of beginning; thence North 00°09'26" West 332.42 feet; thence South 89°33'59" West 327.16 feet; thence North 00°00'17" West 987.93 feet to a point on the South 1/8 line of said section; thence North 89°27'31" East along said 1/8 line 720.20 feet to a point on the West 1/8 line of said section; thence South 00°09'26" East along said 1/8 line 1038.69 feet; thence South 89°33'59" West 100.00 feet; thence North 00°09'26" West 50.00 feet; thence South 89°33'59" West 209.66 feet' thence South 00°09'26" East 279.90 feet; thence 31.51 feet along the arc of a 20.00 feet radius curve to the left whose long chord bears South 45°17'43" East 28.35 feet to a point on the North right of way of Indian Road; thence South 00°09'26" East 33.00 feet to a point on the South line of said section and the centerline of Indian Road; thence South 89°33'59" West along said South line and said centerline 106.10 feet to the point of beginning; and containing 17.16 acres of land; but EXCEPTING lands in which buildings and Units have been constructed at the time the contraction occurs.

(d) The Developer reserves the right, in their sole discretion, **during a period ending 6 years from the date of recording this Master Deed**, to contract some or all the Contractible Areas identified above out from the Condominium.

(e) The consent of any Co-owner shall not be required to contract the Contractible Areas from the Condominium. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction(s) of the Contractible Areas and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons

irrevocably appoint the Developer or their successors, as agent and attorney for the purpose of execution of such amendment or amendments to the 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. Nothing herein contained, however, shall in any way obligate Developer to contract the Contractible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(f) The Developer reserves all easements necessary or desirable to develop the Contractible Areas using all improvements and lands located in the Condominium, as more fully described in Article VII.

(g) Notwithstanding this, pursuant to Section 67(3) of the Act, as amended, the Developer shall have a period of ten years from the commencement of construction to withdraw from the project all undeveloped portions thereof without the prior consent of any Co-owner or Mortgagee of Units or any other party having an interest in the Project. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium for the benefit of the undeveloped portions of the Project.

#### ARTICLE V

##### USE OF PREMISES

No person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium. No commercial uses of any Unit or the Common Elements shall be permitted (except the sales office to be used by the Developer). Each Unit shall be used to store personal property of a moveable nature, such as (without limitation) boats, RVs, cars, etc. No Unit shall be used as a permanent or temporary dwelling place. The use restrictions outlined more fully in the Condominium Bylaws, Exhibit A, shall be complied with by every Co-owner, the Developer, and their invitees and guests.

#### ARTICLE VI

**CONDOMINIUM UNIT DESCRIPTION**  
**AND PERCENTAGE OF VALUE**

The Condominium consists of a maximum of one hundred, seventy-five (175) storage Units which shall be located in the general design and number of buildings as shown in the Plans. The basic development plan is appended as sheet # 2 of the Condominium Subdivision Plan, Exhibit B. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the perimeter walls, below the rafters at the level of the partition walls dividing Units, and finished floor, all as shown on the Plan. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Although individual Units may vary in size, **the Percentage of Value for each Unit shall be equal**, and shall be computed based on dividing the total number of Units then constructed into 100.

Hereafter, as buildings and Units are or may be constructed, to a total of 175 Units, the Percentage of Value shall be re-determined using the above formula. In all events, the above-stated Percentage of Values shall be decreased as additional Units are added to the Condominium. At the final buildout, the Percentage of Value for each Unit shall be 0.57%. Developer shall have voting rights on Units which have not yet been constructed.

**ARTICLE VII**

**EASEMENTS, RESTRICTIONS AND**  
**AGREEMENTS**

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves permanent non-exclusive easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all water, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention

areas. Developer has no financial obligation to support such easements.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, conservation, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and their successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium, the foregoing right and power may be exercised by the Association.

(c) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, moving of a building, survey errors, or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as 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 installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, and water lines. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

(d) The foregoing easement rights shall exist in favor of the Developer and the Contractible Areas pursuant to the provisions of Article IV-B.

(e) All Co-owners of Units agree that the reserved easements herein are reasonable and necessary and, further, that the rights described in Section 40 of the Act - requiring consent at the time the easement or encroachment is sought - shall not apply to this development.

#### **ARTICLE VIII**

##### **AMENDMENTS**

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-

owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners or mortgagees. A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

(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 or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To convert or contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed;

(7) To make, define or limit easements affecting the Condominium;

(8) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any improvements not shown on the Plan attached hereto;

(9) To revise the Plan, as necessary, to conform to any construction options, if offered by Developer and elected by any purchasers of Units.

(d) Notwithstanding any other provision of this Article VIII, the

method or formula used to determine the Percentages of Value for Units in the Condominium, as described above in Article VI, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

**ARTICLE IX**

**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 them 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 Antrim County Register of Deeds.

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

WITNESS:

DEVELOPER:

\_\_\_\_\_

  
THEODORE D. VELIQUETTE, SR.

\_\_\_\_\_

  
BARBARA L. VELIQUETTE

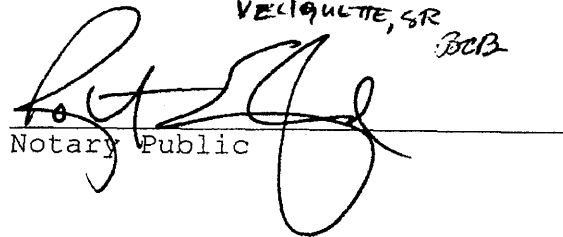
STATE OF MICHIGAN

) Ss

COUNTY OF ANTRIM

The foregoing instrument was acknowledged before me this 25 day of JANUARY, 2006 by Theodore D. and Barbara L. Veliquette, husband and wife.

**ROBERT E. FORD**  
Notary Public, State of Michigan  
County of Antrim  
My Commission Expires Sep. 11, 2011  
Acting in the County of Antrim

  
Notary Public

County,  
My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

Charles R. Meyer, III, P.C. (P 36193)  
P.O. Box 950  
Traverse City, Michigan 49685  
(231) 922-0800

**EXHIBIT A TO MASTER DEED****CONDOMINIUM BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Ancient Mariner Drydocks of Kewadin, a storage condominium located in Antrim County, Michigan, shall be administered by an Association of Co-owners. It shall be a nonprofit corporation (herein the "Association") organized under the applicable laws of the State of Michigan, and is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, in accordance with the Condominium Documents and the laws of the State of Michigan.

These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(g) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership.

The share of a Co-owner in the lands and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. The Association, all Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents. 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 II****ASSESSMENTS**

The Association's levying of assessments against the Units and collection of such assessments from the Co-owners in order to pay the expenses arising from the management, administration and operation of the Association shall be governed by the following provisions.

Section 1. Taxes Assessed on Personal Property Owned or Possessed in Common. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium which is owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Receipts and Expenditures Affecting Administration. Expenditures affecting administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by

or connected with the Common Elements or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received by the Association as proceeds of, or pursuant to, a policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, or caused by or connected, with the Common Elements or the administration of the Condominium.

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

(a) The Annual Budget and Regular Monthly Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for Contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. An adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 5 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate, the Association should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds, should be established for other purposes from time to time. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The regular Association assessments provided in this Article II, Section 3(a) shall be levied in the sole discretion of the Board of Directors.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other appropriate requirements of the Association. Special assessments referred to in this subparagraph (b) shall be levied only with the prior approval of more than 60% of all Co-owners in value. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 4. Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of management, administration and operation of the Condominium shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Master Deed.

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Board of Directors may also adopt uniform late charges pursuant to Section 9 of Article VI of these Bylaws. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner (including the Developer) shall be so liable and the land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows, first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest and other charges for late payment on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 6. Effect of Waiver of Use or Abandonment of Unit. A Co-owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Co-owner's Unit shall not exempt the Co-owner from liability for the Co-owner's contribution toward the expenses of administration.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, 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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's 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 utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention 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. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Unit (if the Unit is not occupied by the Co-owner) and to lease the Unit and collect and apply the rental therefrom. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who, from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Unit with respect to which the assessment(s) is or are delinquent to receive, hold and distribute the proceeds of such sale in accordance with the priorities

established by Michigan law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Unit sold.

(c) Notice of Action. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(i) The notice of lien shall set forth the legal description of the Condominium Units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Unit.

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, if the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the Unit which became due prior to the acquisition of title to the Unit by such person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Condominium Unit Co-owners, including such persons, its successors and assigns.

Section 9. Developer's Responsibility for Assessments. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay regular Association assessments for Units which are owned by the Developer but unoccupied, but shall only reimburse the Association for actual expenses incurred by the Association which are reasonably allocable to such Units. Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 10. Unpaid Assessments Due on Unit Sale; Statement of Unpaid Assessments. 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 a 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 days before the sale, or to pay 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 attorneys' fees incurred in connection with the collection thereof.

Section 11. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 12. Construction Liens. A construction 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.

### ARTICLE III

#### JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. The commencement of any such civil action (other than one to enforce or collect delinquent assessments) shall require the approval of a majority in value of the Co-owners.

### ARTICLE IV

#### INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. 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 provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Co-owners may obtain additional insurance upon their Units, at their own expense, in addition to the coverage carried by the Association. **It shall be each Co-owner's responsibility to obtain insurance coverage for personal property located within a Unit or elsewhere in the Condominium and for personal liability for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit,** and the Association shall have absolutely no liability for obtaining such

coverages. The Association and all Co-owners shall use their best efforts to obtain property and liability insurance containing appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Amount of Insurance on Common Elements. All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Any other 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 may be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance 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 be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the Co-owner's 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, with such insurer as may, from time to time, be designated to provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Reconstruction or Repair Unless Unanimous Vote to the Contrary. If any part of the Condominium shall be partially or completely destroyed, it shall be reconstructed or repaired unless it is

determined by a unanimous vote of all Co-owners that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

Section 2. Repair in Accordance with Master Deed and Plans and Specification. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the Plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Responsibility for Reconstruction and Repair. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Damage to Part of Unit Which a Co-owner Has the Responsibility to Repair. Each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's Unit, including, but not limited to, partition interior walls (but not any Common Elements therein), light fixtures and all appliances, whether free standing or built-in. In the event damage to any of the foregoing, or interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

Section 5. Association Responsibility for Reconstruction and Repair. The Association shall be responsible for the reconstruction and repair of the Common Elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a Unit caused by such Common Elements or the reconstruction and repair thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of 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 reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the repayment 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation. Assessments pursuant to this Article V, Section 5 may be made by the Association without a vote of the Co-owners.

Section 6. Timely Reconstruction and Repair. Subject to Section 1 of this Article V, if damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-

owner responsible for the reconstruction and repair thereof shall proceed with replacement of the damaged property without delay.

Section 7. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The provisions of Section 133 of the Condominium Act of Michigan shall apply.

(b) In the event the Condominium continues after a taking by eminent domain, the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly by the Association.

(c) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 8. Notices to Certain Mortgagees. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), or in the event any mortgage is held by or insured by the United States Department of Housing and Urban Development ("HUD"), the Association shall give FHLMC and HUD written notice at such address as it may from time to time direct of any loss to or taking of the Common Elements of the Condominium, or any loss to or taking of any Unit, or part thereof, if the loss or taking exceeds \$10,000 in amount.

Section 9. Priority of Mortgagees in Proceeds. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking Of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than the storage of personal property such as (without limitation) boats, vessels, recreational vehicles, automobiles, and other similar things. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium. Notwithstanding the foregoing, Developer may conduct any of the activities expressly described in the Master Deed or its exhibits.

Section 2. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of decks, 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, roofs or trusses between Units which in any way impair the structural qualities of the Common Elements. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 3. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's 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 even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. Without the prior written consent of the Board of Directors, no animal or pet shall be kept in the Condominium by any Co-owner. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the property.

Section 5. Aesthetics. Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6. Use of Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. Weapons; Hazardous Substances. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium. Any and all hazardous substances used or stored by a Co-owner shall be kept in a safe manner and shall not be allowed to accumulate so as to become a dangerous condition. Each Co-owners agrees to and shall indemnify the Association and all other Co-owners for all costs and expenses associated with a regulated spill of hazardous substances that occurs within a Unit or in the Common Elements that is caused by such Co-owner, its invitee, or licensee.

Section 8. Signs and Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, without written permission from the Board of Directors. This prohibition shall not apply to "For Sale" signs that are no more than four square feet in size and affixed to the front and rear of a Condominium.

Section 9. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium 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 prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or posted on General Common Elements. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners. **Without limitation, the rules and regulations may cover the manner of working on a vessel, boat, RV, or automobile in a Co-owner's Unit or in the outside areas immediately adjacent thereto. Such work may proceed provided that it does not create a nuisance to other Co-owners, both as to dust and noise, nor encumber any access drives.**

Section 10. Association's Right of Access. 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 agent 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 the Co-owner's 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 circumstance, and shall not be liable to such Co-owner for any necessary damage to any Unit or any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of such damage. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owner's Unit and all Limited Common Elements appurtenant thereto.

Section 11. Co-Owner Maintenance. Each Co-owner shall maintain the Unit owned and any Limited Common Elements appurtenant thereto for which the Co-owner 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 the Co-owner or the Co-owner's 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 excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the

deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 12. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unsold Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to contrary elsewhere herein contained, until all Units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Unit, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

(b) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards for a condominium of this type for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, and replace in a manner consistent with such high standards, then the Developer, or any entity to which they may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as Developer owns any Unit which Developer offers for sale, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 13. Leasing and Rental. Co-owners, including Developer, may rent any number of Units at any time for any term of occupancy subject to the following:

(a) Compliance with Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(b) Procedures in the Event of Non-Compliance with Condominium Documents. If the Association determines that the tenant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 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 and, simultaneously, for money damages against the Co-owner and tenant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium.

#### **ARTICLE VI-A**

#### **RESTRICTIONS IMPOSED BY HEALTH DEPARTMENT AND TOWNSHIP**

If the local Health Department or Milton Township have special conditions or restrictions imposed on the Condominium, they shall be in writing and attached as Exhibit C.

#### **ARTICLE VII**

#### **MORTGAGES**

Section 1. Notice to Association. Any Co-owner who mortgages the Co-owner's 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 Condominium written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. 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. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

#### **ARTICLE VIII**

#### **VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the Percentage of Value percentage allocated to the Units owned by such Co-owner as set forth in the Master Deed, when voting by value. Voting shall be by value unless otherwise expressly required by the Condominium Documents or by law. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised jointly as a single vote or may be split if all the joint Co-owners of the Unit so agree in writing.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Co-owner has presented evidence of ownership of a Unit in the Condominium to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

Section 4. Annual Meeting. There shall be an annual meeting of the Co-owners commencing with the First Annual Meeting held as provided in Article IX, Section 2 hereof. Other meetings shall be held as provided for in Article IX hereof. Notice of the time, place and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Co-owners.

Section 5. Quorum. The presence in person or by proxy of more than one-half ( $\frac{1}{2}$ ) in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting such 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 the vote is cast.

Section 6. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes 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.

Section 7. Majority. Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by an affirmative vote of more than fifty (50%) percent in value. The foregoing statement and any other provision of the Master Deed or these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Co-owners duly called and held at which a quorum is present. Example: There are 20 Units each with a 5% value; a quorum is 50% or 10 Units; a "majority" for voting purposes would be 26% or greater.

**ARTICLE IX****MEETINGS**

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened by the Developer. The First Annual Meeting may be called at any time in the Developer's discretion after the first conveyance of legal or equitable title of a Unit in the Condominium to a non-developer Co-owner. As provided in Article XI, Section 2 hereof, the First Annual Meeting shall be held on or before one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75 %) in number of the Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the Condominium, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such 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.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a date in May, June, August or September and each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required by Article VIII, Section 3 of these Bylaws to be filed with the Association shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in

attendance, the Co-owners who are present may adjourn the meeting to a time not less than ten (10) days from the time the original meeting was called, and notice of the meeting shall be provided as set forth in Section 5 of this Article IX.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows -. (a) roll call to determine the voting power represented at the meeting; (b) determination of whether quorum is present; (c) proof of notice of meeting or waiver of notice; (d) reading of minutes of preceding meeting; (e) reports of officers; (f) reports of committees; (g) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (h) election of Directors (at annual meeting or special meetings title for such purpose); (i) unfinished business; and (j) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, and Secretary/Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 of this Article IX for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of votes or total percentage of approvals which equals or exceeds the number of votes or percentage of approvals which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## ARTICLE X

### ADVISORY COMMITTEE

An advisory committee of non-developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Co-owners.

**ARTICLE XI****BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall consist of at least three (3) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation. After the First Annual Meeting, the number of directors may be increased or decreased by action of the Board of Directors, provided that the Board of Directors shall be comprised of at least three (3) members.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, at least one director and not less than twenty-five (25%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the Units that may be created, not less than thirty-three and one-third (33 1/3 %) percent of the Board of Directors shall be elected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer of the director so elected, the Developer shall then immediately appoint such director to the Board to serve until the First Annual Meeting of members unless the director is removed pursuant to Section 7 of this Article XI or the director resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units created, and before conveyance of ninety (90%) percent of such Units the First Annual Meeting shall be called and the non-developer Co-owners shall elect all directors on the Board of Directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Condominium or as long as ten (10%) percent of the Units remain that may be created.

(ii) Notwithstanding the formula provided in subsection (I), 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, if title to at least seventy-five (75 %) percent of the Units that may be created has not been conveyed to non-

developer Co-owners, the First Annual Meeting shall be called and the non-developer Co-owners shall have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (I). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under this Section 2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under this Section 2 results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (I) of this Section 2(c).

(iv) At the First Annual Meeting one-half ( $\frac{1}{2}$ ) of the directors (rounded up if fractional) shall be elected for a term of two years and the remaining directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the number of persons equal to one-half of the number of directors (rounded up if fractional) who receive the highest number of votes shall be elected for terms of two years and the number of persons equal to the remaining directors to be elected who receive the next highest number of votes shall be elected for terms of one year. After the First Annual Meeting, the term of office (except for directors elected at the First Annual Meeting for one year terms) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

(vi) As used in this section, the term "Units that may be created" means the maximum number of Units which may be included in the Condominium in accordance with any limitation stated in the Master Deed or imposed by law.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject always to the Condominium Documents and applicable laws.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall

be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To own, maintain, improve, operate and manage, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, in which the maximum term is greater than 3 years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date shall be filled only through election by non-developer Co-owners in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal quorum set forth in Article VIII, Section 5. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same Manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director given by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting

at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertaking or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the First Annual Meeting of Co-owners shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Co-owners.

Section 14. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE XII

### OFFICERS

Section 1. Officers. The principal officers of the Association shall be the President, who shall be a member of the Board of Directors, and a Secretary/ Treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of President and Treasurer may be held by one person.

(a) President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to, the power to appoint committees from among the members of the Association from time to time in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

(b) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

(c) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time

to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and the officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

### ARTICLE XIII

#### SEAL

The Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "corporate seal" and "Michigan".

### ARTICLE XIV

#### FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors, provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board. The commencement date of the fiscal year shall be subject to change by the Board for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank as may be designated by the Board and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such banks as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

#### ARTICLE XV

#### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not a director or officer at the time such 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 such duties. Provided that, in the event of any claim for reimbursement for indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. 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. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

#### ARTICLE XVI

#### AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recordation in the office of the register of deeds in the county in which the Condominium is located, A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or any provision of the Master Deed, nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagee affected.

#### ARTICLE XVII

## COMPLIANCE

The Association and all present and future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the Act, as amended, and the Condominium Documents. The mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium 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 XVIII

### REMEDIES

Section 1. Default by a Co-owner. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessments) 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) Recovery of Costs. 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. In no event shall any Co-owner be entitled to recover such attorneys' fees unless the defense or prosecution of the case is adjudged to have been frivolous by the court.

Section 2. No Waiver. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies and Privileges. 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 Condominium Documents shall be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party 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.

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the provisions of the Condominium Documents but only if the matter has been brought before the Board or Co-owners for

action at a regular or special meeting, and no action is taken as result of the meeting. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the Condominium Documents or the Act.

## ARTICLE XIX

### ARBITRATION

Section 1. Scope and Election. 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 the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the Judgment of any Circuit Court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. 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. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent 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 XX

### SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held by a court of competent jurisdiction 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.

Effective Date: 2.1.06 REF  
by BBB

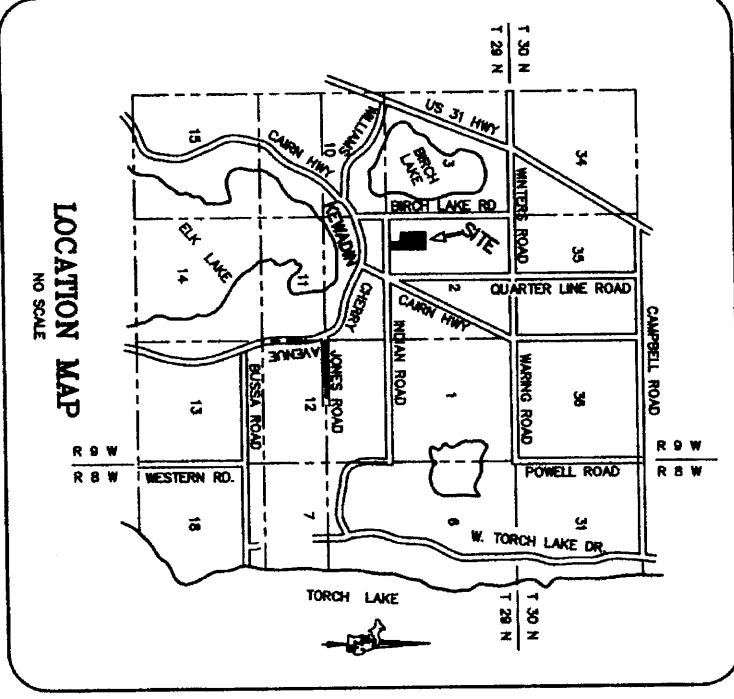
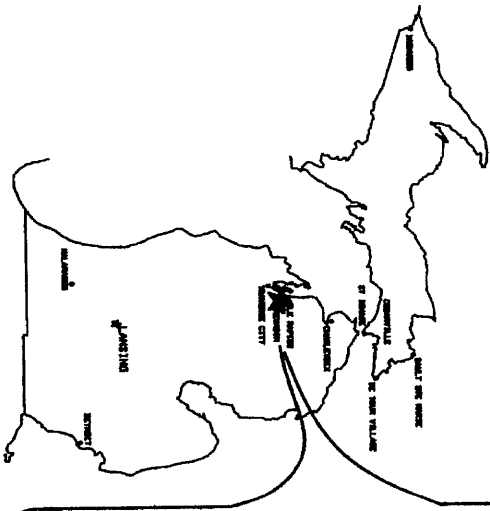
# ANCIENT MARINER DRYDOCKS OF KEWADIN

ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NUMBER 190  
EXHIBIT B TO THE MASTER DEED OF  
PART OF SECTION 2, TOWN 29 NORTH,  
RANGE 9 WEST, MILTON TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.  
17.16 ACRES

**ATTENTION TO COUNTY REGISTER OF DEEDS**  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED  
IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED  
TO THIS CONDOMINIUM, IT MUST BE SHOWN ON THIS COVER SHEET  
AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

**DESCRIPTION ANCIENT MARINER DRYDOCKS:**  
A parcel of land situated in Milton Township, Antrim County, Michigan, and more fully described as follows:  
That part of the Southwest 1/4 of Section 2, Town 29 North, Range 9 West, described as:  
Corner of Indian Road 628.04 feet to the point of beginning; thence North 89°33'59" East along the South line of said section and the centerline of Indian Road 628.04 feet to the point of beginning; thence North 00°09'26" West 332.42 feet; thence South 89°33'59" West 327.16 feet; thence North 07°01'17" West 887.83 feet to a point on the South 1/8 line of said section; thence North 89°27'31" East along said 1/8 line 726.20 feet to a point on the West 1/8 line of said section; thence South 00°09'26" East along said 1/8 line 103.81 feet; thence South 89°33'59" West 100.00 feet; thence North 00°09'26" West 50.00 feet; thence South 89°33'59" West 239.08 feet; thence South 00°09'26" East 279.80 feet; thence North 08°44'37" East 28.35 feet to the left where the North right of way of Indian Road; thence South 00°09'26" East 33.00 feet to a point on the South line of said section; thence North 89°33'59" West along said South line and said centerline 106.10 feet to the point of beginning; and containing 17.16 acres of land, thereof as occupied by Indian Road.  
Also subject to easements, right-of-ways, reservations and restrictions of record.

NOTE: ALL UNITS ARE PROPOSED AS OF OCT. 23, 2005.  
NOT LATER THAN 1 YEAR AFTER COMPLETION OF CONSTRUCTION OF ALL BUILDINGS AND IMPROVEMENTS REPRESENTED ON THE PROPOSED CONDOMINIUM SUBDIVISION PLAN. THE DEVELOPER SHALL CAUSE AN ARCHITECT, ENGINEER, OR SURVEYOR TO PREPARE ASSET DRAWINGS DEPICTING THE PROJECT AS CONSTRUCTED PER SECTION 142 OF ACT NO. 206, PUBLIC ACTS OF 1978 AS AMENDED, BEING 5559.242 OF THE MICHIGAN COMPILLED LAWS, PART 4, R 559.411, RULE 411.



- SHEET INDEX**
- 1 COVER SHEET
  - 2 SURVEY PLAN
  - 3 SITE & UNIT PLAN
  - 4 UTILITY & CONTOUR PLAN
  - 5 BUILDING PLAN

**DEVELOPER**  
THEODORE D. VEUQUETTE Sr.  
13820 INDIAN ROAD  
KEWADIN, MICHIGAN 49648

NOTE: SEE CONSTRUCTION, GROUND, STORMWATER AND EROSION PLANS BY CONSULTANT DESIGN (PODOL STRAW) ON FILE WITH THE MILTON TWP. OFFICE.



NEIL L. WAY  
PROFESSIONAL LAND SURVEYOR NO. 28432

25 NOV. 2005  
DATE

**BEAGLE LAND SURVEYING, Inc.**  
704 SOUTH WY. AVE  
MILTON, MI 49751  
(231) 284-9116  
FAX: 284-8311  
web@beagleland.com

**TITLE:**  
ANCIENT MARINER  
DRYDOCKS OF KEWADIN  
COVER SHEET

Checked By: N.L.W.	
Checked By: D.L.C. 05-13	
File No.: 2005-002	
Drawn File: 2005-002	

**SHEET**  
1 OF 6  
**DATE:**  
11-23-05

# ANTRIM COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 80 EXHIBIT B TO THE MASTER DEED OF ANCIENT MARINER DRYDOCKS OF KEWADIN A CONDOMINIUM IN

PART OF SECTION 2, TOWN 29 NORTH,  
RANGE 9 WEST, MILTON TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.  
17.16 acres

DESCRIPTION ANCIENT MARINER DRYDOCKS:  
A parcel of land situated in Milton Township, Antrim County, Michigan, and more fully described as follows:  
That part of the Southwest 1/4 of the Southwest 1/4 of Section 2, Town 29 North, Range 9 West,  
comprising of the Southwest corner of said section 2, thence North 89°33'59" East along the South line  
of said section and the centerline of Indian Road 528.04 feet to the point of beginning, thence North  
00°00'17" West 332.42 feet; thence South 89°33'59" West 327.16 feet; thence North 00°00'17" West  
897.53 feet to a point on the South 1/8 line of said section; thence North 89°27'31" East along said 1/8  
line 720.20 feet to a point on the West 1/8 line of said section; thence South 00°00'28" East along said  
1/8 line 1028.66 feet; thence South 89°33'59" West 100.00 feet; thence North 00°00'28" West 50.00 feet;  
thence South 89°33'59" West 208.86 feet; thence South 00°00'28" East 4517.43 feet; thence 28.35  
feet to a point on the North right-of-way of Indian Road; thence South 00°00'28" East 33.00 feet to a  
point on the South line of said section and the centerline of Indian Road; thence South 89°33'59" West  
106.10 feet to the end of said section and the centerline of Indian Road; and containing 17.16 acres  
Subject to the rights of the public over the Southwesterly 33 feet thereof as occupied by Indian Road.  
Also subject to easements, right-of-ways, reservations and restrictions of record.

NOT LATER THAN 1 YEAR AFTER COMPLETION OF CONSTRUCTION OF ALL BUILDINGS AND IMPROVEMENTS  
REFERRED TO IN THE PROPOSED CONDOMINIUM SUBDIVISION PLANS, THE DEVELOPER SHALL CAUSE AN  
AS-BUILT MONUMENT OR SURVEYOR TO PREPARE AS-BUILT DRAWINGS DEPICTING THE PROJECT AS  
ACCOMPLISHED PER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978 AS AMENDED, BEING 5599.242  
OF THE MICHIGAN COMPILLED LAWS, PART 4, R 599.411, RULE 411.

BEARING BASE:  
SURVEY BY WM. BATZER, PARCEL 05-12-302-017-10  
NOTE:  
ALL UNITS SHOWN ARE "PROPOSED" AS  
OF OCT. 24, 2005, UNLESS OTHERWISE NOTED.  
UTILITIES ARE PROPOSED AND NOT SHOWN AT THIS TIME.  
AND WILL BE SHOWN ON THE AS-BUILT PLAN.  
UNIT 18 IS PROJECT DEVELOPER'S STORAGE UNIT.

- Legend**
- MAJOR BOUNDARY CORNER
  - CONCRETE MONUMENT
  - MINOR BOUNDARY CORNER
  - 1/2" SET IRON ROD & CAP
  - FOUND IRON ROD
  - FIP FOUND IRON PIPE

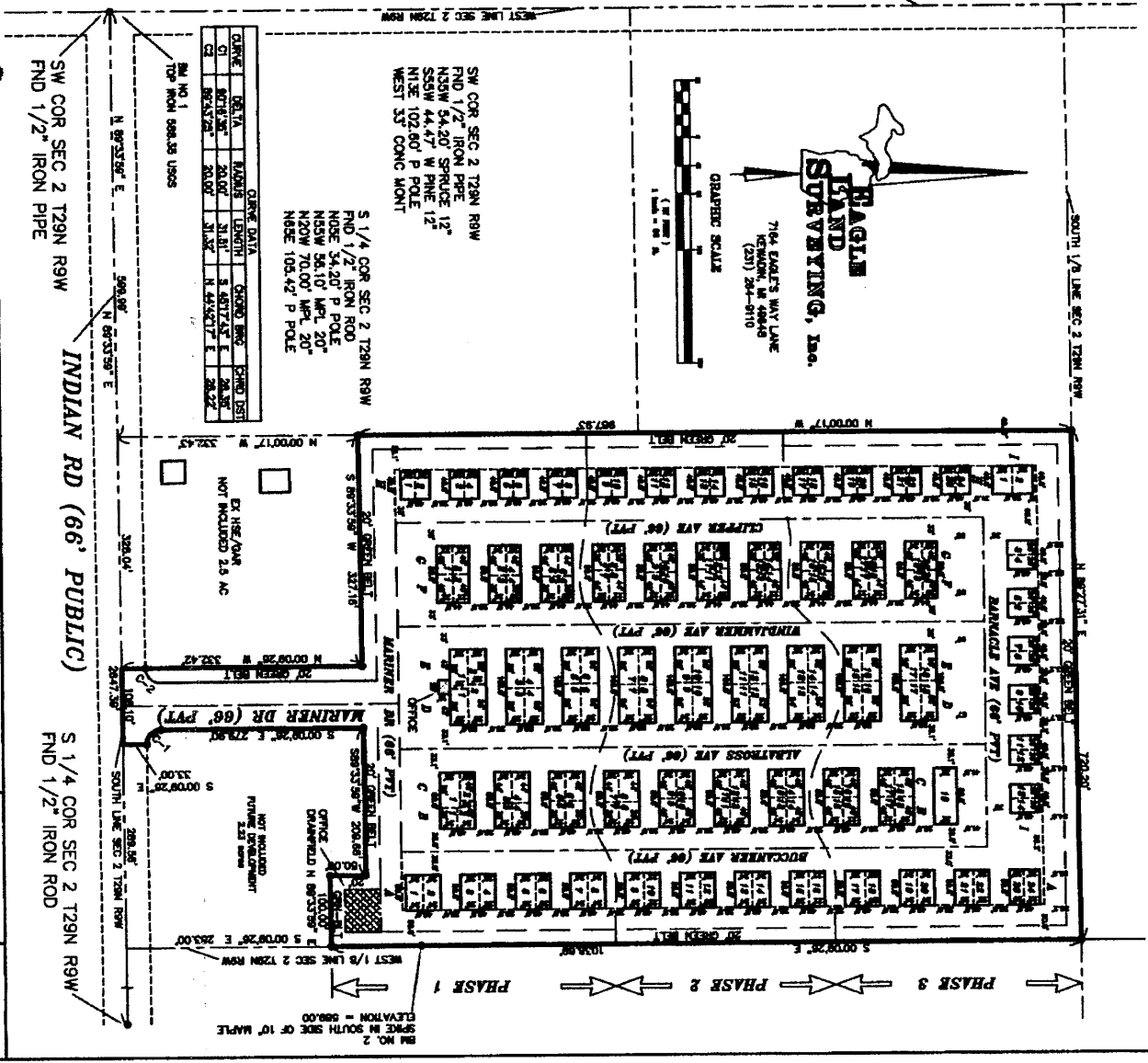
SURVEYOR'S CERTIFICATE  
I, NEIL L. WATY, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT I  
MEET THE SUBDIVISION PLAN SHOWS AN ANTRIM COUNTY CONDOMINIUM SUBDIVISION NUMBER 80  
AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND AND UNDER  
AS SURVEYOR AND THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY  
HEREIN DESCRIBED.  
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS  
REQUIRED BY RULES PROBULATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF  
1978.  
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROBULATED  
UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
THAT THE SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
THAT THE SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.



NEIL L. WATY  
PROFESSIONAL LAND SURVEYOR NO. 26432

DATE: 25 NOV. 2005

BIRCH LAKE RD (66' PUBLIC)



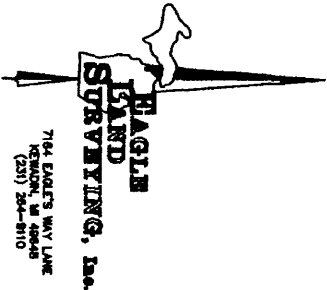
TRIANGLE  
LAND  
SURVEYING, Inc.  
7164 EXALTS WAY LANE  
HEWLETT, MI 48440  
(231) 264-9110  
FAX: 264-8311  
eng@triangleland.com

TITLE:  
ANCIENT MARINER  
DRYDOCKS OF KEWADIN  
SURVEY PLAN

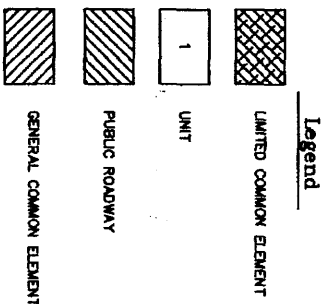
Checked By: N.L.W.  
Dated: 2005-02-13  
DATE: 11-25-05

# ANCIENT MARINER DRYDOCKS OF KEWADIN

ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NUMBER **180**  
EXHIBIT B TO THE MASTER DEED OF  
PART OF SECTION 2, TOWN 29 NORTH,  
RANGE 9 WEST, MILTON TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.



UTILITIES ARE PROPOSED AND NOT SHOWN AT THIS TIME AND WILL BE SHOWN ON THE AS-BUILT PLAN.  
NOTE: ALL UNITS ARE PROPOSED AS OF OCT. 25, 2005.  
UNIT 19 IS PROJECT DEVELOPER'S STORAGE UNIT.



## UNIT AREA DETAIL

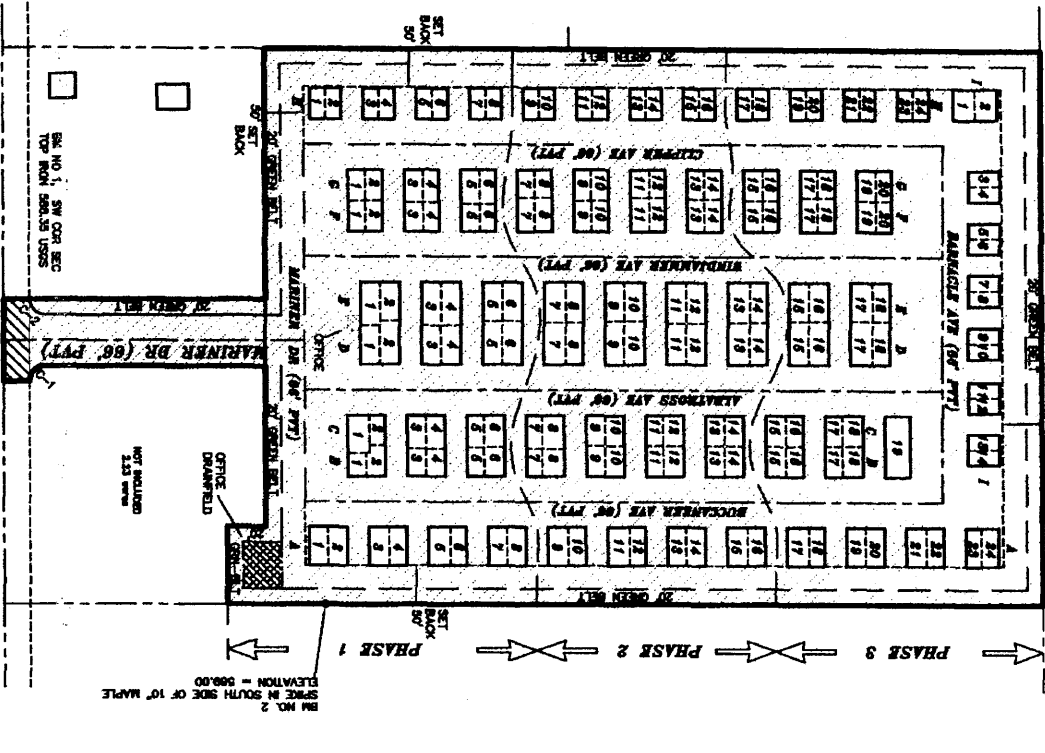
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A-97= 1,500 SQ. FT. 24,000 CU.	D-97= 1,200 SQ. FT. 24,000 CU.	G-97= 800 SQ. FT. 15,000 CU.
A-98= 1,500 SQ. FT. 24,000 CU.	D-98= 1,200 SQ. FT. 24,000 CU.	G-98= 800 SQ. FT. 15,000 CU.
A-99= 1,500 SQ. FT. 24,000 CU.	D-99= 1,200 SQ. FT. 24,000 CU.	G-99= 800 SQ. FT. 15,000 CU.
A-100= 1,500 SQ. FT. 24,000 CU.	D-100= 1,200 SQ. FT. 24,000 CU.	G-100= 800 SQ. FT. 15,000 CU.

NOT LATER THAN 1 YEAR AFTER COMPLETION OF CONSTRUCTION OF ALL BUILDINGS AND IMPROVEMENTS REPRESENTED ON THE PROPOSED CONDOMINIUM SUBDIVISION PLANS THE DEVELOPER SHALL CAUSE AN ARCHITECT ENGINEER OR SURVEYOR TO PREPARE AS-BUILT DRAWINGS DENOTING THE PROJECT AS CONSTRUCTED PER SECTION 142 OF ACT NO. 56 OF PUBLIC ACTS OF 1978 AS AMENDED, BEING SS96.242 OF THE MICHIGAN COMPILLED LAWS, PART 4, R 556.411, RULE 411.

25 NOV. 2005  
DATE

NEIL L. WAT  
PROFESSIONAL LAND SURVEYOR NO. 28432

HAAGLE ISLAND SURVEYING, Inc.  
714 EARLE'S WAY LANE  
KEMRON, MI 49808  
(261) 284-9110  
neil@haaglesurveying.com



TITLE: ANCIENT MARINER DRYDOCKS OF KEWADIN SITE & UNIT PLAN

Checked By N.L.W.  
Drawn By D.L.C. cd-13  
Plan No. 2005-002  
Date: 11-25-05

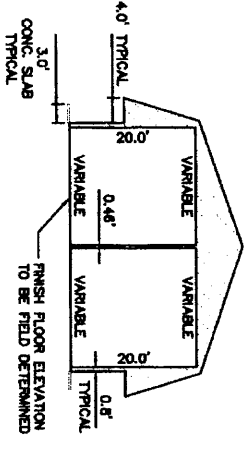
SHEET 3 OF 6  
DATE: 11-25-05



# ANCIENT MARINER DRYDOCKS OF KEWADIN

ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NUMBER **232**  
EXHIBIT B TO THE MASTER DEED OF  
A CONDOMINIUM IN  
PART OF SECTION 2, TOWN 29 NORTH,  
RANGE 9 WEST, MILTON TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.

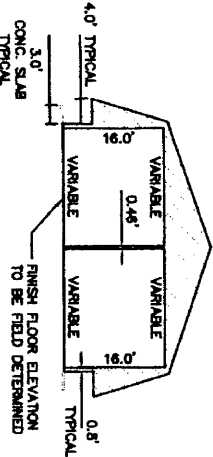
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TYPICAL DETAIL FOR DUPLEXES  
ROW A-A

SEE SHEET 2 OF 6 FOR INDIVIDUAL UNIT DIMENSIONS

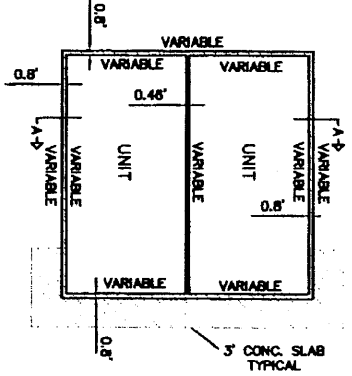
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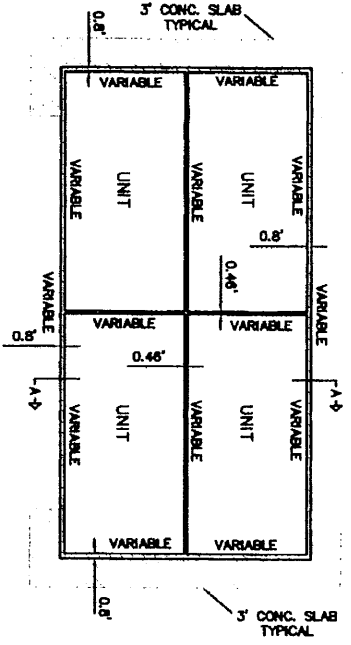
TYPICAL DETAIL FOR DUPLEXES  
ROWS H-H & I-I

SEE SHEET 2 OF 6 FOR INDIVIDUAL UNIT DIMENSIONS

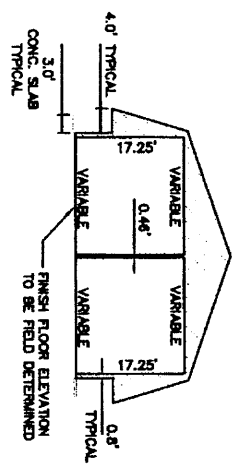
FLOOR PLAN  
BUILDING



FLOOR PLAN  
BUILDING



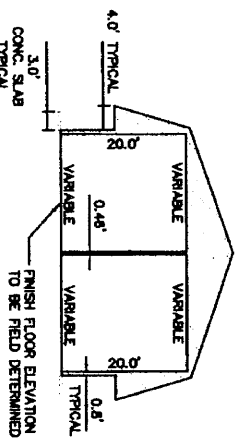
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TYPICAL DETAIL FOR FOURPLEXES  
ROWS B-B, C-C, F-F & G-G

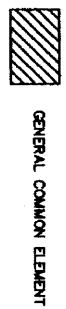
SEE SHEET 2 OF 6 FOR INDIVIDUAL UNIT DIMENSIONS

SECTION "A" - "A"



TYPICAL DETAIL FOR FOURPLEXES  
ROWS D-D & E-E

SEE SHEET 2 OF 6 FOR INDIVIDUAL UNIT DIMENSIONS



Legend

NOTE: ALL UNITS ARE PROPOSED AS OF OCT. 25, 2005.  
UNIT 19 IS PROJECT DEVELOPER'S STORAGE UNIT.

NOT LATER THAN 1 YEAR AFTER COMPLETION OF CONSTRUCTION OF ALL BUILDINGS AND IMPROVEMENTS REPRESENTED ON THE PROPOSED CONDOMINIUM SUBDIVISION PLANS, THE DEVELOPER SHALL CAUSE AN ARCHITECT, ENGINEER, OR SURVEYOR TO PREPARE AS-BUILT DRAWINGS DENOTING THE PROJECT AS CONSTRUCTED PER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978 AS AMENDED, BEING 559.242 OF THE MICHIGAN COMPILLED LAWS, PART 4, R 559.411, RULE 411.



GRAPHIC SCALE  
1" = 10'



*Ned L. Wirt*  
NEED L. WIRT  
PROFESSIONAL LAND SURVEYOR NO. 28432

25 NOV. 2005  
DATE

**PLAGLE**  
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SURVEYING, INC.

(231) 264-8110  
FAX: 264-5311  
antrimsurveying@aol.com  
714 E. STATE ST. W. 2ND F.  
MUSKEGON, MI 49866

TITLE: **ANCIENT MARINER  
DRYDOCKS OF KEWADIN  
BUILDING PLAN**

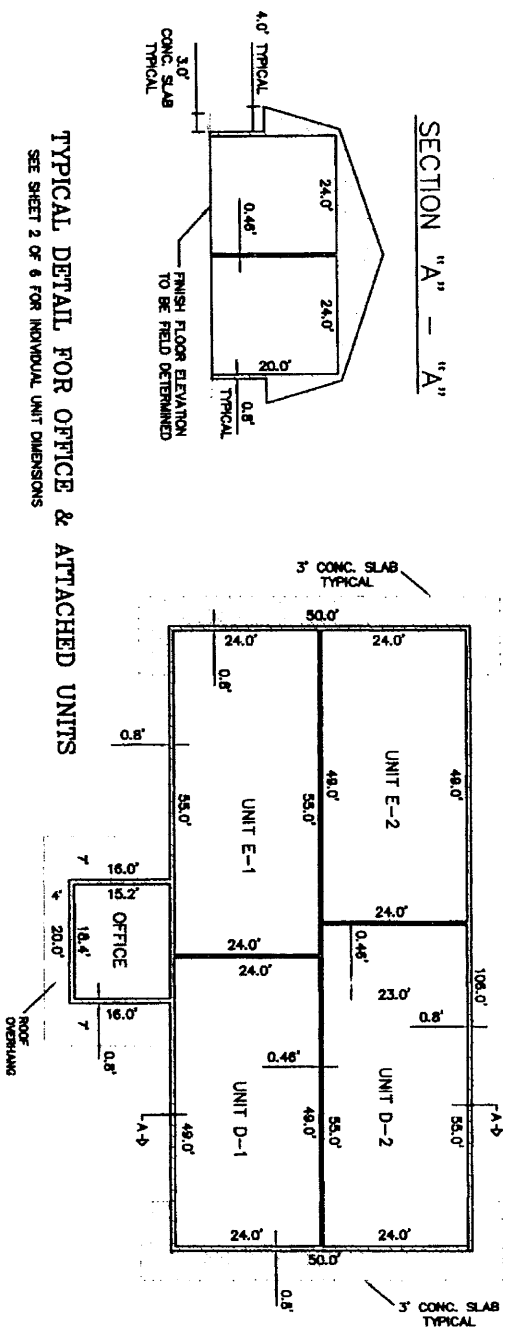
Checked by: N.L.W.  
Certified by: D.L.C. cd-13  
P.L.S. No. 2005-002  
Drawn by: 2005-002

SHEET  
5 OF 6  
DATE:  
11-25-05

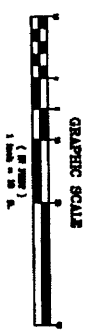
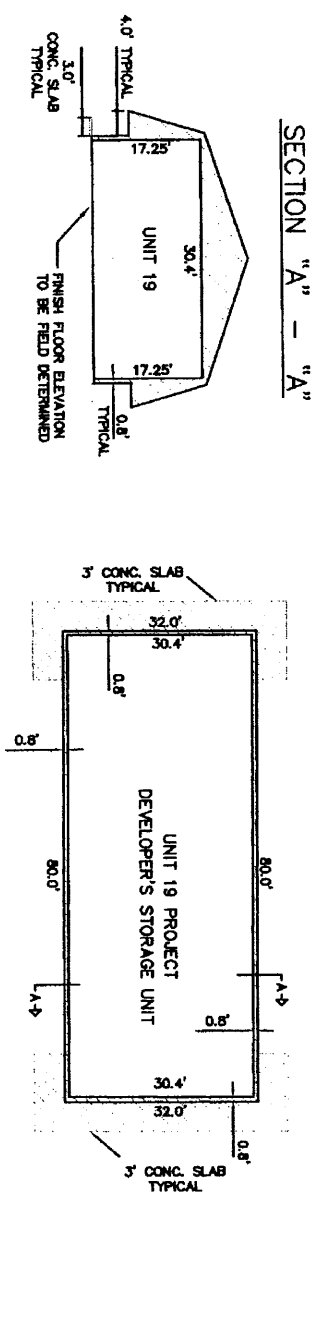
# ANCIENT MARINER DRYDOCKS OF KEWADIN

ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NUMBER 750  
EXHIBIT B TO THE MASTER DEED OF  
A CONDOMINIUM IN  
PART OF SECTION 2, TOWN 29 NORTH,  
RANGE 9 WEST, MILTON TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.

FLOOR PLAN  
BUILDING



FLOOR PLAN  
BUILDING



- Legend**
- ⊙ COORDINATE POINT
  - ▨ GENERAL COMMON ELEMENT

NOTE: ALL UNITS ARE PROPOSED AS OF OCT. 25, 2005.  
UNIT 19 IS PROJECT DEVELOPER'S STORAGE UNIT.

NOT LATER THAN 1 YEAR AFTER COMPLETION OF CONSTRUCTION OF ALL BUILDINGS AND IMPROVEMENTS REPRESENTED ON THE PROPOSED CONDOMINIUM SUBDIVISION PLANS, THE DEVELOPER SHALL CAUSE AN ARCHITECT, ENGINEER, OR SURVEYOR TO PREPARE AS-BUILT DRAWINGS DEPICTING THE PROJECT AS CONSTRUCTED PER SECTION 142 OF ACT NO. 209 OF PUBLIC ACTS OF 1978 AS AMENDED, BEING 559.242 OF THE MICHIGAN COMPILLED LAWS, PART 4, R 558.411, RULE 411.



*Neil L. Way*  
NEIL L. WAY  
PROFESSIONAL LAND SURVEYOR NO. 28432

25 NOV. 2005  
DATE

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(231) 284-9110  
FAX: 284-8311  
eagle@landsurveying.com  
774 W. LITTLE WY. LANE  
REDFORD, MI 48064

TITLE:  
**ANCIENT MARINER  
DRYDOCKS OF KEWADIN  
BUILDING PLAN**

Checked By: N.L.W.  
Drawn By: D.L.C. 04-13  
P.L. No.: 2005-002  
Drawn The: 2005-002

SHEET  
6 OF 6  
DATE:  
11-25-05