DISCLOSURE STATEMENT FOR FIRESIDE CONDOMINIUM

Provided by: Fireside Development, LLC
7000 Windcrest Street SE
Grand Rapids, MI 49546

This is the Disclosure Statement for Fireside Condominium, which is a residential condominium project in Long Lake Township, Grand Traverse County, Michigan. The project consists initially of 37 residential condominium units, but may be expanded to include an additional 25 units at the discretion of the Developer. This statement is intended to explain certain aspects of the condominium to prospective buyers.

THIS DISCLOSURE STATEMENT OF THE CONDOMINIUM IS NOT A SUBSTITUTE FOR THE MASTER DEED AND OTHER CONDOMINIUM DOCUMENTS, THE CONDOMINIUM BUYER'S HANDBOOK, OR OTHER APPLICABLE LEGAL DOCUMENTS. AS A PROSPECTIVE BUYER YOU SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT YOURSELF WITH THE PROJECT AND YOUR RIGHTS AND RESPONSIBILITIES RELATING TO THE PROJECT.

IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR BEFORE PURCHASING A CONDOMINIUM.

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FIRESIDE CONDOMINIUM DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT
FOR
FIRESIDE CONDOMINIUM

1. **Introduction.** Condominium development in Michigan is governed by a statute called the Michigan Condominium Act (the Act), MCL 559.101 et seq., and by rules adopted by the Michigan Department of Licensing and Regulatory Affairs. On the following pages, Fireside Development, LLC (the Developer), as developer of the Fireside Condominium project (the Project), has set forth certain facts about the Project and the persons involved in its development that it believes will assist a prospective buyer in reviewing the Project. This disclosure statement (the Disclosure Statement), together with copies of the Master Deed (the Master Deed), the condominium bylaws (the Condominium Bylaws), and other legal documents intended for the creation and operation of the Project (together the Condominium Documents), are furnished to each buyer to fulfill the requirement of the Act that Developer disclose to prospective buyers the characteristics of the condominiums that are offered for sale. The Condominium Documents constitute the only authorized description of the Project, and none of Developer's representatives are permitted to vary the terms stated in those Documents except by written amendment to the Condominium Documents.

2. **The Condominium Concept.** *Condominium* is a form of real property ownership. Under Michigan law, the portion of the condominium that is individually owned has the same legal attributes as any other form of real estate and may be sold, mortgaged, or leased subject to the restrictions in the Condominium Documents. A condominium project is established by recording a master deed in the office of the register of deeds for the county where the project is located.

Each owner of a condominium in the Project (an Owner) will own a lot on which a residence may be built (a Unit), to which the Owner receives a warranty deed, and is one of a number of mutual owners of common facilities (the Common Elements) that serve both the Owner's condominium and other condominiums in the Project. The Units and the Common Elements are described generally in the Master Deed, and each Unit's boundaries and dimensions are shown in the condominium subdivision plan (the Subdivision Plan) attached to the Master Deed. All portions of the Project that are not included within the Units constitute the Common Elements and are owned by all Owners in equal undivided proportions. Limited Common Elements are those Common Elements that are set aside for the use of less than all Unit Owners. All other Common Elements are designated as General Common Elements for the use of all Unit Owners.

The interrelationship of individual ownership of Units and joint ownership of common elements requires that certain restrictions be imposed on the use of the Units and the Common Elements for the mutual benefit of all. The restrictions are in the Condominium Bylaws, which are recorded as part of the Master Deed. The Condominium Documents are prepared with the goal of allowing each Owner individual freedom and discretion without permitting any one Owner to infringe on the rights and interests of the group. All Owners must be familiar with and abide by the restrictions if Unit living is to be an enjoyable experience.

3. **Description of the Project.** Fireside Condominium is a residential condominium project in Long Lake Township, Grand Traverse County, Michigan (the Condominium). The Project is being developed on approximately 74.46 acres, in a first phase consisting of 37 units, with a possible second phase, at Developer's discretion, consisting of an additional 25 units, for a maximum of 62 units. Developer has reserved rights to expand the Fireside Condominium Project beyond 37 Units.

Each Unit in the Project is a fully improved building site, with utility service available at the Unit boundaries. All Units are accessible by private roads off of North Long Lake Road, Manhattan N, and Ridgewater Run. Each site will be developed with individual private wells and septic systems.

The roadways are General Common Elements, which are owned and used in common by all Owners.

4. **Condominium Documents.** Fireside Condominium has been established as a condominium project by the recording of a Master Deed in the Grand Traverse records, a copy of which either has been or will be delivered to each purchaser at least nine business days before closing. The Condominium Bylaws and the Condominium Subdivision Plan, a three-dimensional survey establishing the physical relationship and location of each of the Units in the Project, are attached as forms to the Master Deed. Other Condominium Documents include this statement and the articles of incorporation and the corporate bylaws of the Fireside Condominium Association (the Association), a nonprofit corporation that serves as the association of owners for the Condominium.

The Master Deed contains a definition of terms used to describe the Project, the relative value assigned to each Unit for assessment and voting purposes, a description of both the Limited and General Common Elements in the Project, and a statement about the responsibility of the individual Owners and of the Association for upkeep and maintenance of the Common Elements. All Units in the Project have been assigned an equal value by Developer after reviewing the comparative size, market value, location, and allocable expenses of maintenance. The Master Deed also reserves to Developer the right to contract the Project within defined limits and to modify the number, size, style, and location of any Units or Common Elements in the Project that have not been sold or that are not subject to a binding purchase agreement by an amendment or series of amendments to the Master Deed. Such amendments do not require the consent of any Owner or mortgagee if the changes do not unreasonably impair or diminish the appearance of the Project or the view, the privacy, or another significant attribute of any Unit that adjoins a modified Unit or Common Element.

The Condominium Bylaws contain provisions relating to the operation, management, and fiscal affairs of the Condominium, including authorization for the levy of both regular and special assessment of the Owners to pay for the costs of operation. Restrictions on the ownership,

occupancy, and use of Condominium Units in the Project are listed in the Bylaws, which also contain provisions allowing the Association to adopt additional rules and regulations governing the use of the Units and the Common Elements that are not inconsistent with the Condominium Bylaws.

The Condominium Subdivision Plan contains a survey of the Condominium land showing the location of all roadways, walkways, and common utility systems together with all those other common elements of the Project that can be shown on the drawings.

5. **Developer's Background and Experience.** The Project is being developed by Fireside Development, LLC, a Michigan limited liability company. This partnership was formed in 2026 for the specific purpose of developing the Fireside Condominium Project, its first endeavor in Condominium development. The principal of Fireside Development, LLC, however, bring with them years of experience and skills essential to condominium development.

6. **Administration of the Project.** The responsibility for management and maintenance of the Project is vested in the Fireside Condominium Association, which Developer has incorporated as a nonprofit corporation under Michigan law. Each Unit Owner automatically becomes a member of the Association when that party purchases a Unit in the Project. Since each Unit in the Condominium has been assigned an equal percentage of value, the owner of each Unit will be entitled to one vote at all meetings of the Association and will share equally with all other owners in the expenses and proceeds of administration.

The Association was formed by Developer. The people who now make up the board of directors of the Association were appointed by Developer and will control its affairs until a new board of directors is elected by the Owners. This election will take place at the initial meeting of the members of the Association, as called by Developer. That meeting must be held within 120 days after legal or equitable title to 75 percent of the Units that may be created in the Project have been conveyed to non-Developer Owners, but in no event later than 54 months after the first conveyance of title of a Unit. The composition of the board between Developer representatives and non-Developer Owners will be adjusted from time to time under the formula described in the Condominium Bylaws.

Not later than 120 days after the conveyance of legal or equitable title to non-Developer Owners of one-third of the Units in the Project, or one year after the initial conveyance of a Unit to a non-Developer Owner, whichever occurs first, two or more persons will be selected from among the non-Developer Owners to serve as an advisory committee to the board of directors. The advisory committee is intended to function as an informal organization with which the board can consult on matters concerning the Condominium until the board of directors is elected by owners. At such meetings, Developer intends to provide the advisory committee with information about the development of the Project and to receive recommendations from the

committee. The members of the advisory committee will be appointed by and serve at Developer's pleasure.

The Bylaws of the Association permit the hiring of a professional manager or management company to manage the Project. Developer has not entered into a management contract. Rather, the management of the Project is being handled by Developer without charge for its time, but the cost of goods and services purchased and out-of-pocket expenses Developer incurs for management purposes are included in the annual budget of the Association, attached as Exhibit A. This arrangement, as well as any formal contract between the Association and Developer or a management agent or company related to Developer that might be entered into before the date of the initial meeting of Owners, is subject to termination at the option of the Owners on their assumption of control of the Unit, with or without cause.

Additional information about the organization and operation of condominiums in Michigan may be found in *The Condominium Buyer's Handbook,* published by authority of the Michigan Department of Licensing and Regulatory Affairs, a copy of which Developer either has or will furnish to you.

7. **Budget and Assessments.** The Condominium Bylaws require that the board of directors adopt an annual budget for the operation of the Project. Developer formulated the initial budget to estimate the reasonably predictable annual expenses of administration of the Project, including a reserve for the replacement of Common Elements as needed in the future. A copy of this budget is attached to this statement as Exhibit A. The amount projected as annual expenses for the Association is $7,215 per unit. This amount does not include expenses for utilities or real property taxes, which are billed individually to and must be paid directly by each Owner.

Because the budget must necessarily be prepared in advance, it reflects estimates of expenses based on past experience. These estimates may prove to be inaccurate during actual operations on account of such factors as increases in the cost of goods and services, the need for repair or replacement of Common Elements, and property improvements. If such adjustments should occur, the budget will need to be revised accordingly.

Until control of the Association has been turned over to the Owners on the transitional control date, Developer is required to supplement the income received by the Association to the extent necessary to keep the budget balanced and the Association in the black. Units owned by Developer are not subject to assessments from the Association. Those Units only become subject to assessment on conveyance or lease by Developer to a third party.

The Association's only other source of revenue to fund the budget is by assessment of its members who own Units, excepting Developer. For this reason, each Owner must pay an annual assessment that is determined by dividing the balance of the projected budget expenses by the

number of Units in the Project, as established in the Master Deed. This annual assessment must be paid in annual installments on January 1st of each year. Thus, on the basis of the budget attached as Exhibit A, the estimated average annual assessment for the Project will be $195.00 per Unit, although actual assessments will vary somewhat depending on the number of Units when the assessment is levied.

To provide working capital, each buyer must also pay to the Association at closing of the purchase of a Unit both the pro rata share of the current assessment for the Unit and an additional sum equal to one year's assessments for the Association reserves. This additional payment may, at Developer's option, be placed either in a short-term operating capital reserve or in the long-term repair and replacement reserve, for use by the Association or Developer as needed from time to time. The reserve deposit is not refundable and will not apply as a credit against any future quarterly installment or annual assessment. The board of directors may also levy special assessments to cover expenses that were not anticipated in the budget as permitted by the Condominium Bylaws.

8. **Project Warranties.** Since Fireside Condominium is a site condominium, consisting of building sites of "envelopes" of land and airspace within which an approved building may be constructed, the building sites are being offered for sale without warranty or representation of any kind, express or implied, so that each purchaser is buying a Unit "as is," in its present condition.

The Developer has warranted the construction of the General Common Elements for a period of 1 year following their construction.

All notices for warranty claims should be sent to Developer at the address noted on the front sheet of this statement.

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED IN THIS STATEMENT, AS EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED. YOU, INDIVIDUALLY OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST. UNDER NO CIRCUMSTANCES WILL DEVELOPER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

9. **Escrow Requirements.** MCL 559.183 requires that all reservation deposits received from a prospective buyer under a preliminary reservation agreement must be deposited in an escrow account with an authorized escrow agent. If the prospective buyer decides to cancel the preliminary reservation agreement, all such deposits must be refunded to that party within three business days after notice of cancellation is received.

MCL 559.184 provides that all payments received from a prospective buyer under a purchase

agreement must be deposited in the escrow account and must be refunded if the purchase agreement is canceled within nine business days after receipt by the buyer of the Condominium Documents that Developer is required to furnish under MCL 559.184a.

Under the Act, Developer must retain sufficient amounts from buyers' payments in the escrow account or provide other adequate security as provided in MCL 559.203b to ensure the completion of those uncompleted structures and improvements labeled "must be built" under the terms of the Condominium Documents. Since the Project is a site Condominium in which all site preparations and improvements will have been completed by the time of closing of the sale of any Unit, Developer will not maintain any funds in escrow subsequent to the closing date.

10. **Restrictions Applicable to the Unit.** Owners of Condominium Unit will be bound by various use and occupancy restrictions applying to both the Condominium Units and the Common Elements. For example, there are prohibitions against conducting commercial or quasi-commercial activities from any Unit; changing the exterior appearance of any Unit or common element; leasing Units on a transient basis or for less than prescribed periods of time; using firearms, fireworks, or other dangerous projectiles on the Unit property; using or parking recreational vehicles, boats, or trailers outside a closed garage; and keeping pets or other animals on the Unit property without prior written permission from the board of directors of the Association.

It is impossible to paraphrase all the restrictions without risking the omission of some portion that may be of significance to a particular purchaser. Consequently, each buyer should carefully review the Master Deed and Condominium Bylaws to be sure that they do not infringe on an intended use that the buyer feels is important. None of the restrictions prohibit Developer from carrying on sales activities as long as Developer is selling Units in the Condominium.

11. **Enforcement Provisions.** Compliance with use restrictions may be enforced by the levy of fines or by legal action seeking damages or an injunction against the offending Owner. The board may also take direct action to correct any condition that violates the Bylaws, may prohibit use of the Common Elements by an Owner in default, or may elect to discontinue furnishing services to the Unit involved on seven days' notice to the Owner in default. If the Owner of a Condominium Unit does not pay assessments when due, the Association may charge reasonable interest or assess late charges from and after the due date. The Association is also given a lien on the Unit, which may be enforced as described above or by foreclosure proceedings in the manner provided by the Condominium Act. Owners should be aware, however, that MCL 559.158 provides that if the holder of a first mortgage or another buyer obtains title to a Unit as a result of foreclosure of that mortgage, the holder of the first mortgage or other buyer is not liable for unpaid assessments against that Unit that had become due before foreclosure. These unpaid assessments then become common expenses of the Association, which are collectible from all Unit Owners.

12. **Insurance.** The Condominium documents require that the Association carry liability insurance regarding all of the Common Elements of the Project. The policies may contain deductible clauses that, in the event of a loss, may result in the Association bearing a portion of the loss. The board of directors is responsible for obtaining the insurance coverage for the Association, and each Owner's pro rata share of the annual Association insurance premiums is included in the Unit assessment. The Association insurance policies will be available for inspection at Developer's offices at the address shown on the face sheet of this statement.

The liability insurance coverage provided by the Association will not cover the interior of a Condominium Unit, nor will it protect against any accident or injury that occurs on a Limited Common Element appurtenant solely to a Unit. No casualty insurance coverage will be provided for any building, structure, or other improvement constructed within the perimeters of a Condominium Unit; the contents of any such building, structure, or improvement; or property of an Owner located outside the Unit on the grounds of the Project. For that reason, all Owners are cautioned that it is their own responsibility to insure the residential dwelling and its contents.

Each Owner must also obtain personal liability coverage against injury to persons or damage to property resulting from accidents in and about the Owner's Unit, naming the Condominium Association as an additional insured. An insurance agent should be consulted to decide just what coverage will be needed for protection, since without such coverage an Owner will be uninsured for any loss that might occur within the Owner's Unit, to the Owner's property, or to the Owner's guests.

13. **Private Drives and Easements.** All private drives within the Project, as well as open parking areas and common walkways, are General Common Elements of the Project and must be snowplowed, maintained, and repaired as needed by the Condominium Association. These expenses will ultimately be paid by the Owners as a part of their assessed fees. The drives and parking areas are asphalt and will require some routine maintenance, although it is impossible to estimate just how much maintenance may be required in any given year as their life expectancy will vary depending on the extent of maintenance provided, type of use, and weather conditions encountered.

The Unit premises will be subject to a number of easements. The Master Deed describes certain reciprocal easements granted to Owners and to the Association. There may also be easements relating to drainage and utilities, which will be described in each title insurance commitment and title insurance policy furnished to buyers.

Until development of all the land described in the Master Deed has been completed, Developer has reserved the right to unrestricted use of all roads, drives, and walkways of the Condominium and easements to use, tap and tie into, extend, and enlarge all utility mains located on Association property without the payment of any charge or fee to the Association.

14. **Real Estate Taxes.** Real property taxes on the Units in the Condominium are assessed by the Township of Long Lake. Under Michigan law, such taxes are supposed to be assessed on the basis of 50 percent of true cash value.

15. **Legal Matters.** There are no pending proceedings, either legal or administrative, that involve either the Condominium Project or Developer and its officers and shareholders in their capacity as such, and Developer has no knowledge of any such proceedings that have been threatened in the future. LightStone Law, PLLC has served as legal counsel in connection with the preparation of this disclosure statement and other Condominium Documents.

THE MATTERS DISCUSSED IN THIS DISCLOSURE STATEMENT ARE INTENDED TO HIGHLIGHT CERTAIN IMPORTANT FACTS RELATING TO THE PROJECT. BUYERS ARE URGED TO READ ALL CONDOMINIUM DOCUMENTS CAREFULLY AND TO ENGAGE A LAWYER OR ANOTHER ADVISOR IN CONNECTION WITH ANY DECISION TO PURCHASE A UNIT IN THE PROJECT.

Exhibit A
FIRESIDE CONDOMINIUM ASSOCIATION
Estimated Annual Operating Budget
2026

Operating Expense	*Total Annual*
Snowplowing	$4,000.00
Insurance	$1,800.00
Miscellaneous	$165.00
Reserve Fund	$1,250.00
Total Annual Budget	**$7,215.00**

Per Unit Annual Amount: $195.00

LICENSING AND REGULATORY AFFAIRS

CUSTOMER DRIVEN. BUSINESS MINDED.

THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 170 of 2015 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: **www.michigan.gov/condo**

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated to pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. This condominium buyer's handbook.
4. A disclosure statement that includes:
   - The developer's previous experience with condominium projects.
   - Any warranties undertaken by the developer.
   - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
   - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must provide a disclosure

statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than $20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an annual affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land

Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than $2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person cannot take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Compliance Division
P. O. Box 30254
Lansing, MI 48909
Phone: (517) 241-9309
Fax: (517) 241-0130
Email: lara-bcc-compliance@michigan.gov
www.michigan.gov/bcc

Construction of a condominium falls under the authority of the enforcing agency for that governmental subdivision. Check the link below to determine whether it is state, county, city, village or township jurisdiction.

https://www.michigan.gov/documents/lara/Statewide_Jurisdiction_List_621774_7.pdf

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.

ASSOCIATION BYLAWS

OF

FIRESIDE CONDOMINIUM ASSOCIATION

ARTICLE I

CONDOMINIUM BYLAWS

The Condominium Bylaws of Fireside Condominium, a Condominium Project, attached as a part of the Master Deed pertaining to said Project and recorded in the Office of the Register of Deeds of Kent County, Michigan, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association. The capitalized terms in these Bylaws shall have the meanings given to them in these Bylaws and in the Master Deed.

ARTICLE II

MEETINGS AND QUORUM

1. **Membership Meetings.** The initial meeting of the members, absent a special call by the Board of Directors, shall be held on call of the Developer at or before the time required for such meeting by the Condominium Bylaws. At such meeting, the Directors elected at the First Meeting of Incorporators shall resign and a new Board of Directors shall be elected by the members as herein provided.

2. **Annual Meeting of Members.** Thereafter, the annual meeting of members shall be held on each year at such date, time and place as may be designated by the Board of Directors. Notice of all annual meetings shall be as provided in the Condominium Bylaws.

3. **Delayed Annual Meeting of Members.** If, for any reason, the annual meeting shall not be held on the day so designated, such meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.

4. **Special Meetings of Members.** Special meetings of the members may be called by the President or by a majority of the Board of Directors, or by Owners having at least 35% of the votes entitled to notice of the meeting. Notice of special meetings shall be provided in the same manner as for annual meetings.

5. **Organizational Meeting of Board.** At the place of holding, and immediately following the annual meeting of members, the Board as constituted upon final adjournment of the annual meeting shall convene an organizational meeting for the purpose of electing officers and transacting any other business properly proposed; provided, that the organizational meeting in any year may be held at a different time and place by consent of a majority of the Directors.

6. **Regular Meetings of the Board.** In addition to its organizational meeting, the Board may hold regular meetings at such other times and places as it shall from time to time determine. Notice of regular meetings shall be given to each Director personally or by mail, telephone, fax or e-mail at least 5 days prior to the date of such meeting.

7. **Special Meetings of Board.** Special meetings of the Board may be called by the

President or by any two Directors by written notice to each Director of the time, place and purpose of such meeting, at least 3 days prior to the date of the meeting. Special meetings of the Board of Directors may be held by telephone or by e-mail in lieu of all of the Directors meeting at one location.

8. **Meeting by Communications Equipment.** Directors may participate in a meeting of the Board of Directors by using a video conference or telephone or similar communications equipment by means of which all persons participating the meeting can communicate with each other. Participation in a meeting pursuant to this Section shall constitute presence at the meeting.

9. **Notice.** All written notices required to be given to members by any provision of these Bylaws shall state the authority pursuant to which they are issued (as, "by order of the President", or "by order of the Board of Directors", as the case may be). Each such notice shall be deemed duly served when it has been deposited in the United States mail, with postage fully prepaid, plainly addressed to the addressee at the addressee's last address appearing upon the membership records of the Association. When a notice or communication is permitted by the Michigan Nonprofit Corporation Act to be given in writing, electronic transmission (i.e., e-mail) is written notice, and such notice or communication is deemed given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person.

10. **Waiver of Notice.** Notice of the time, place and purpose of any meeting of the members or of the Board of Directors may be waived by telegram, cablegram or other writing, either before or after such meeting has been held. Attendance at any meeting of the Board constitutes a waiver of notice, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

11. **Quorum.** A quorum of the members shall be as set forth in the Condominium Bylaws. A majority of the Directors then in office, or of the members of any Committee thereof, shall constitute a quorum for the transaction of business. Members or Directors present or represented at any such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum, and may adjourn the meeting for not more than 30 days, without notice other than announcement at the meeting, until a quorum shall be present or represented.

12. **Ballot Voting.** Any action the members are required or permitted to take at a members' meeting, including the election of Directors, may be taken without a meeting if the Association provides a ballot to each member that is entitled to vote on the action. The ballot shall (a) set forth each proposed action, (b) provide an opportunity for the members to vote for or against each proposed action, and (c) specify a time by which the Association must receive a ballot in order to be counted as a vote of the member. The time specified shall be not less than twenty (20) nor more than ninety (90) days after the date the Association provides the ballot to the members. An action is considered approved by the members by ballot if the total number of members voting or the total number of member votes cast in ballots received by the Association by the time specified in the ballots equals or exceeds the quorum required to be present at a meeting to take the action, and the number of favorable votes equals or exceeds the number of votes that would be required to approve the action at a meeting at which the number of votes cast by the members present was the same as the number of votes cast by ballot. An invalid ballot, an abstention, or the submission of a ballot marked "abstain" with respect to any action does not constitute a vote cast on that action. A member may not revoke a ballot received by the

Association. If holders of at least ten percent (10%) of all of the member votes submit a proposal for action by the members, the Association shall include the proposed action in a ballot and submit that ballot to the members as provided in this section.

ARTICLE III BOARD

OF DIRECTORS

1. **Number and Term.** The business, property and affairs of the Association shall be managed by a Board of Directors composed of not less than 3 nor more than 5 members. The number of persons comprising each subsequent Board shall be determined by vote of the members prior to the establishment of each such Board; provided, however, that if a motion is not made and carried to increase or decrease the number of Directors, then the Board shall consist of the same number of persons as previously comprised the full Board of Directors. In addition, the members may, by resolution duly made and passed, provide that in lieu of annually electing all Directors, the Directors shall be divided into 2 or 3 groups, each to be as nearly equal in number as possible, with terms of office such that the term of Directors in the first group will expire at the first annual meeting following their election, that of the second group to expire at the second annual meeting after their election, and that of the third group, if any, to expire at the third annual meeting after their election. At each annual meeting after such classification of the Board of Directors, a number of Directors equal to the number of the group whose term is expiring shall be elected to hold office until the second succeeding annual meeting if there are 2 groups, or until the third succeeding annual meeting if there are 3 groups. Provided, however, that until the initial meeting of the members as required by the Condominium Bylaws, the Directors named in the Articles of Incorporation and their successors shall serve.

2. **Qualification.** Except for members of the first Board, each Director shall be an Owner (or, if an Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if an Owner or such a beneficiary is a corporation, partnership, or limited liability company, a Director may be an officer, partner, member, manager, or employee of such Owner or beneficiary). If a Director shall cease to meet the qualifications during the Director's term, the Director shall cease to be a Director and his place on the Board shall be deemed vacant.

3. **Vacancies.** Vacancies in the Board may be filled by the affirmative vote of a majority of the remaining Director or Directors, even though less than a quorum of the Board. Each person elected to fill a vacancy shall remain a Director until his successor has been duly elected and qualified, which election shall be for a term equal to that remaining of the Director whose death or resignation has created the vacancy.

4. **Resignation and Removal.** A Director may resign at any time and the resignation shall take effect upon receipt of written notice by the Association, or at the subsequent time as may be set forth in the notice of resignation. Any or all the Directors may be removed, with or without cause, by the vote of a majority of the votes of Owners.

5. **Action by Written Consent.** If and when all the Directors shall severally or collectively consent in writing to any action to be taken by the Association, either before or after the action, such action shall be as valid an action as though it had been authorized at a meeting of the Board.

6. **Powers and Duties.** In addition to the powers and duties imposed or permitted by law, by these Bylaws or by resolution of the members of the Association, the Board of Directors

shall have all powers and duties necessary for the administration of the affairs of the Condominium as set forth in the Condominium Bylaws.

7. **Rules and Regulations.** The Board of Directors shall propose regulations respecting the use and enjoyment of the Units and common elements of the Condominium and such other rules and regulations as may be necessary for the maintenance and operation of the Condominium. All such regulations and amendments shall be adopted and promulgated in the manner set forth in the Condominium Bylaws. All rules and regulations imposed by the first Board of Directors prior to the initial meeting of members shall be binding upon all subsequent members unless amended.

8. **Compensation.** Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by not less than 75% of all Owners.

ARTICLE IV

OFFICERS

1. **Designation and Term.** The Board shall elect a President, a Secretary and a Treasurer, and may also elect one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers, as the needs of the business may require. Each officer shall hold office for the term of one year and until a successor is elected and qualified. No officer shall receive any compensation from the Association for acting in that capacity.

2. **Qualification.** Except for members of the first Board, each Principal Officer (President, Vice-President, Secretary and Treasurer) shall be an Owner (or, if an Owner is a trustee of a trust, a Principal Officer may be a beneficiary of such trust, and if an Owner or such a beneficiary is a corporation, partnership, or limited liability company, a Principal Officer may be an officer, partner, member, manager, or employee of such Owner or beneficiary). Assistant Officers who are not members of the Board, shall not be entitled to vote at meetings of the Board of Directors.

3. **The President.** The President shall be the chief executive officer of the Association. The President shall preside over all meetings of the members and of the Board, and shall be ex officio a member of all committees.

4. **The Secretary.** The Secretary shall attend all meetings of the members, of the Board, and of any executive committee, and shall preserve in books of the Association true minutes of the proceedings of all such meetings. The Secretary shall safely keep in custody any seal of the Association and shall have authority to affix the seal to all documents where its use is required. The Secretary shall give all notices required by statute, Bylaw or resolution and shall perform such other duties as may be delegated to the Secretary by the Board or by the President.

5. **The Treasurer.** The Treasurer shall have custody of all Association funds and securities and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for the disbursements, and shall render to the President and Directors at regular meetings of the Board, and whenever requested by them, an account of all transactions and of the financial condition of the Association.

6. **Vacancies.** Vacancies in any office may be filled by the affirmative vote of a majority of the remaining members of the Board at any regular or special meeting. Each person appointed to fill the vacancy shall remain an officer for a term equal to that remaining of the officer whose death or resignation created the vacancy, and until a successor has been duly elected and qualified.

7. Resignation and Removal. An officer may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or at such subsequent time as may be set forth in the notice of resignation. Any or all the officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

ARTICLE V

COMMITTEES

1. **Executive Committee.** The Board of Directors may designate an Executive Committee consisting of one or more of the Directors of the Association. The Executive Committee, to the extent provided in such resolution, shall have and may exercise the powers of the Board of Directors and the management of the business and affairs of the Association.

2. **Committees Generally.** The Board of Directors may designate one or more additional committees, in addition to that of the Executive Committee, which shall have such powers and duties as may be determined by the Board of Directors. The resolution or action that establishes the committee shall state the purposes of the committee, the terms and qualifications of committee members, and the ways in which members of the committee are selected and removed. Some or all of the members of the committee, other than an Executive Committee, which shall consist solely of Board members, may consist of individuals who are not Directors or officers of the Association, as provided in the action or resolution that establishes the committee. Any committee other than the Executive Committee may not execute the power or authority of the Board of Directors and the management of the business and affairs of the Association, but may perform under the direction of the Board of Directors those functions determined from time to time by the Board of Directors. At all meetings of a committee, a majority of the members of the committee shall constitute a quorum and the act of a majority of the members present at any committee meeting at which there is a quorum present shall be the act of the committee. All committees shall keep regular minutes of their proceedings and report to the Board of Directors when required.

3. **Limitations on Committee Action.** No committee shall have the power or authority to amend the Articles of Incorporation or Bylaws of the Association, to adopt an agreement of merger or conversion, to recommend to the members a dissolution of the Association or a revocation of a dissolution, to fill vacancies in the Board of Directors, to fix the compensation of Board members for service on the Board or on a committee, or to cancel or terminate a membership.

ARTICLE VI

INDEMNIFICATION

1. **Scope of Indemnification.** The Association may indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, as amended, any person, or the person's estate or personal representative, who is made or threatened to be made a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) because such

person is or was a director or officer of the Association or serves or served in any other enterprise at the request of the Association. Persons who are not Directors or officers of the Association may be similarly indemnified in respect of services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Directors of the Association. The provisions of this Article shall be applicable to Directors and officers who have ceased to render such service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. This right of indemnify shall not be exclusive, and the Association may provide indemnification to any person, by agreement or otherwise, on such terms and conditions as the Board of Directors of the Association may approve. Any agreement for indemnification of any director, officer, employee or any other person may provide indemnification rights which are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

2. **Authorization of Indemnification.** Any indemnification under this Article (unless ordered by a court) shall be made by the Board only when authorized in the specific case upon a determination by the Board that indemnification of the Director, officer, employee, or agent is proper in the circumstances after 10 days written notice to all Owners of the facts surrounding the request for indemnification. The determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or, even if obtainable, when a quorum of disinterested Directors so directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (3) by the members by a majority vote of a quorum at a meeting of the members.

3. **Advancing of Expenses.** Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 1 of this Article may be paid by the Association in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors upon receipt of an agreement by or on behalf of the Director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Association as authorized in this Article.

4. **Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against that person and incurred by that person in any such capacity, or arising out of that status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions of this Article.

5. **Mergers.** For the purposes of this Article, references to the "Association" include all constituent entities absorbed in a consolidation or merger, as well as the resulting or surviving entity, so that any person who is or was a Director, officer, employee, or agent of such constituent entity, or is or was serving at the request of such constituent entity as a Director, officer, employee, or agent of a corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving Association as that person would if that person had served the resulting or surviving Association in the same capacity.

ARTICLE VII
GENERAL PROVISIONS

1. **Liability of Members.** The Association and the Board shall have the power to raise

by special assessment or otherwise, any sums required to discharge its obligations under these Bylaws; provided, however, that the liability of any Owner arising out of any contract made by or other acts of the Directors, officers or committee, or out of the aforesaid indemnity provisions, shall be limited to such proportion of the total liability as that Owner's percentage of value in the common elements bears to the total percentage interest of all Owners in the common elements. Every agreement made by the Directors, officers, committees or managing agent on behalf of the Owners shall provide that the persons signing the same are acting only as agents for the Owners and shall have no personal liability (except as an Owner), and that each Owner's liability thereunder shall be limited to such proportion of the total liability incurred as the Owner's percentage of interest in the common elements bears to the total percentage interest of all Owners in the common elements.

2. **Execution of Documents.** All checks, drafts, and orders for payment of money shall be signed in the name of the Association by such officer or officers or agent or agents as the Board shall from time to time designate for that purpose. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. When the signing of any contract, conveyance or other instrument of title has been authorized without specification of the signing officers, the President, or a Vice-President, if any, may undertake the signing in the name or on behalf of this Association without attestation, acknowledgment or seal.

3. **Loans; Deposits.** No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name, unless authorized by resolution of the Board of Directors. Such authorization may be general or confined to specific instances. All funds of the Association, not otherwise employed, shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

4. **Fidelity Bonds.** The Association may require that all officers, employees and others who are responsible for handling funds of the Association obtain adequate fidelity coverage to protect against dishonest acts, the cost of which shall be an expense of administration.

5. **Seal.** No seal shall be used for the Association.

6. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE VIII

AMENDMENT OF

BYLAWS

1. Amendment Procedures. The power to amend or repeal these Association Bylaws, or to adopt new Association Bylaws, has been reserved exclusively to the members of the Association; provided, however, that until the initial meeting of members has been held these Bylaws may be amended by the unanimous action of the Directors appointed in the Articles of Incorporation or their successors. Amendments may be proposed by the Board of Directors or by petitions signed by at least 20% of the members, but shall not be effective until approved by a 75% majority of the members voting at any regular or special meeting of members at which a quorum is present. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

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2026C-00010
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED 02/02/2026 11:08:11 AM
SCOTT M. ROKOS REGISTER OF DEEDS
PAGE 1 OF 51

Parcel# 28-08-010-022-02 By DS
STATE OF MICHIGAN. County of Grand Traverse at Traverse City_____ I hereby certify that there are no Tax Liens or Titles held by the State of any individual against the within description, and all taxes on same are paid for five years previous to the date of the instrument as appears by the records in my office. This does not cover taxes in the process of collections by Township, City or Village 2/2/2026 Grand Traverse County Treasurer

MASTER DEED
OF
FIRESIDE CONDOMINIUM

(Pursuant to Act 59, Public Acts of 1978, as amended)

Grand Traverse County Condominium Subdivision Plan No. 549 containing:

(1) Master Deed establishing Fireside Condominium.

(2) Exhibit A to Master Deed: Condominium Bylaws.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan.

212

(4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by and
After Recording Return To:

Jeshua T. Lauka
David, Wierenga & Lauka, PC
99 Monroe Ave. NW, Suite 1210
Grand Rapids, Michigan 49503

JAN 30 '26 PM 2:57

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Exhibit A – Condominium Bylaws of Fireside Condominium
Exhibit B – Condominium Subdivision Plan for Fireside Condominium
Exhibit C – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

MASTER DEED
of
FIRESIDE CONDOMINIUM

This Master Deed is signed and delivered on the ____ day of _____, 2025, by **FIRESIDE DEVELOPMENT, LLC**, a Michigan limited liability company, with an address of 7000 Windcrest, Grand Rapids, MI 49546 (the "**Developer**"), upon the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project . The Developer is establishing a site condominium project known as Fireside Condominium (the "**Project**"), in the Township of Long Lake, Grand Traverse County, Michigan on a parcel of land as referenced in Section 2.

1.2 Establishment of Condominium . The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** to establish the real property referenced in Section 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description . The Project is a residential site condominium of 61 Condominium units. The number, boundaries, dimensions and area of each unit (each a "**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a private road which is a common element of the Project and which connects to a public road via a road easement.

1.4 Owner Rights. Each owner of a Unit ("**Owner**") in the Project shall have an exclusive property right to the Owner's Unit and to the limited common elements which are appurtenant to the Owner's Unit, and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property . The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described on the first page of the attached Subdivision Plan, Exhibit B.

2.2 Beneficial Easements . Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility and other easements described and/or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions . Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Fireside Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) Act. "**Act**" or "**Condominium Act**" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

(b) Administrator. "**Administrator**" means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) Association. "**Association**" or "**Association of Owners**" means the Fireside Condominium Association, the Michigan non-profit corporation of which all Owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) Association Bylaws. "**Association Bylaws**" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) Board. "**Board or Board of Directors**" means the board of directors of the Association.

(f) Common Elements. "**Common Elements**" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.

(g) Condominium Bylaws. "**Condominium Bylaws**" means **Exhibit A** to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Owners.

(h) Condominium Documents. "**Condominium Documents**" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board of the Association and any other document which affects the rights and obligations of an Owner in the Condominium.

(i) Condominium Property. "**Condominium Property**" or "**Property**" means the land referenced in Section 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property.

(j) Condominium Subdivision Plan. "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(k) Condominium Unit. "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) Owner. "**Owner**" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase.

(m) Developer. "**Developer**" means FIRESIDE DEVELOPMENT, LLC, a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(n) Development and Sales Period. "**Development and Sales Period**" means the period continuing for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

(o) General Common Elements. "**General Common Elements**" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

(p) Limited Common Elements. "**Limited Common Elements**" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

(q) Master Deed. "**Master Deed**" means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(r) Percentage of Value. "**Percentage of Value**" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(s) Project. "**Project**" or "**Condominium**" means Fireside Condominium, a residential site condominium development of 61 Units established under the provisions of the Act.

(t) Transitional Control Date. "**Transitional Control Date**" means the date on which a Board for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

(u) Township. "Township" means Long Lake Township, a Michigan charter township existing pursuant to the Michigan Charter Township Act, Act No. 359 of the Public Acts of Michigan of 1947, MCL 42.1, et seq."

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Real Estate. The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit, and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including, but not limited to, easements for ingress, egress, storm water discharge and utility installation over, across and through non-Condominium property and/or individual Units in the Project;

(b) Electrical. The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(c) Gas. The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) Storm Drainage. Any storm drainage and/or water retention system throughout the Project;

(e) Telephone. Any telephone wiring system installed in the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(f) Telecommunications. Any cable television and/or other telecommunications systems installed in the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) Project Entrance Improvements. The entry signage, landscaping and other improvements located at or near the entrance to the Project;

(h) Private Road. The private road within and serving the Units in the Condominium and any street lights located in that road right-of-way;

(i) Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project; and

(j) Excepted Interests. Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest. All structures and improvements located within the boundaries of a Unit including the well supply system, septic sewage disposal system, driveway and walkways and sidewalks located within a Unit, shall be owned in their entirety by the Owner of the Unit within which they are located, be maintained by the Owner, and shall not constitute Common Elements;

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit, for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services, up to and including

the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) Delivery Boxes. Any mail and/or paper box which is located on a General Common Element in order to serve a Condominium Unit;

(c) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or the Association; and

(d) Subsequent Assignment. In the event that no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) Limited Common Elements. Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Owner's Unit, and to the extent any Limited Common Element in the Condominium is shared by more than one Unit in the Condominium, then the Limited Common Element shall be maintained by the Units which share the Limited Common Element, with an equal portion of the cost of the maintenance, repair and resurfacing to be paid by each Unit;

(b) Unit Improvements and Other Owner Responsibilities. Unit Owners shall be responsible for the maintenance, repair and replacement of all structures, improvements within the boundaries of a Unit, including water wells, sanitary sewage systems, driveways, sidewalks, walkways, and the maintenance of all yard areas; provided, however, that the Association shall arrange for the snowplowing of all driveways in the Condominium and assess each Unit Owner an equal share of the cost. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units;

(c) Association Oversight. The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval;

(d) General Common Elements.

(1) The cost of electricity, water usage, cleaning, decoration, maintenance, repair, replacement and snow removal of all General Common Elements shall be the responsibility of the Association, except to the extent of repair or replacement of a General Common Element due to the Act or neglect of an Owner or an Owner's agent, invitee, family member or pet;

(2) The Developer, until the transition control date, and the Association hereafter, shall regularly inspect and maintain and repair the storm water management facilities and easements as necessary to ensure the continued functionality.

(e) Maintenance by Association. In the event an Owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair replace or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date;

(f) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for non-reimbursement of such costs by an Owner shall attach to the Owner's Unit for any such charges as in all cases of regular assessments and may be enforced by

the use of all means available to the Association or Developer under the Condominium Documents or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

(g) Utility Service. Each Owner shall be responsible for the cost of utilities separately metered to the Owner's Unit.

(h) Private Road Maintenance. The Developer, until the Transitional Control Date, and the Association thereafter, shall continuously maintain the private roadway in the Condominium in a reasonable manner, with each Unit Owner paying an equal proportionate amount of the expenses, so that the road may be used by the inhabitants of the Condominium and other persons using the private road, in normal seasonal weather conditions, and so that the private road can afford emergency vehicle access to the dwellings, buildings and other structures in the Project. No public funds of either the local municipality or state shall be used for the maintenance, repair, or replacement of the roads within the Condominium.

(i) The Condominium Project is served by a private drive (the "Drive") providing for ingress and egress as depicted on the Condominium Subdivision Plan over private easements providing for ingress and egress, as further described in Article 8 of this Master Deed.

(ii) The Drive shall be repaired and maintained by the Association with all costs assessed to the Owners under the Bylaws. The Association's repair and maintenance obligations include its proportionate share of the costs to repair, snow plow, and maintain any of the easements for ingress and egress that benefit the Project. If the Drive is not maintained in good condition and repair, the Township shall have the authority, but not the obligation, to repair the Drive itself or with a third party contractor, and to assess the full cost of repair as a lien against all of the lands and premises included in the Condominium. The Owners acknowledge that if the Drive is repaired and maintained by the Township as described above, then the Owners shall be deemed to have petitioned for the repair and maintenance of the Drive as provided in Public Act No. 188 of 1954, authorizing the special assessment by the Township of the costs of maintenance and repair of the Drive, and to have consented in all respects to the imposition of a special assessment pursuant to such Act for the cost of the Township to repair and maintain the Drive.

(iii) ALL OWNERS ARE PLACED ON NOTICE THAT THE DRIVES ARE PRIVATE STREETS AND WILL NOT BE REPAIRED OR MAINTAINED BY THE TOWNSHIP, THE GRAND TRAVERSE COUNTY ROAD COMMISSION, OR ANY GOVERNMENTAL UNIT, AND WILL NOT BE PROVIDED WITH SNOW PLOWING BY THE TOWNSHIP OR THE COUNTY. If it is ever desired that the drives become public streets to be

repaired, maintained and snow plowed by the Township or County, any modifications to the drives necessary before the Township or County will assume jurisdiction and responsibility for the streets shall be at the exclusive expense of the Association, the costs for which the Owners will be assessed under the Bylaws, without any cost or expense to the Township, County or any other governmental agency.

(iv) No Owner shall prohibit, restrict, limit or in any way interfere with normal ingress and egress and other use of the Drive by any other Owner, including family members, guests, invitees, emergency vehicles, trades people and others with legitimate purposes who are traveling to or returning from any of the Units. The Developer, until the Transitional Control Date, and the Association thereafter, shall continuously maintain the private roadway in the Condominium in a reasonable manner, with each Unit Owner paying an equal proportionate amount of the expenses, so that the road may be used by the inhabitants of the Condominium and other persons using the private road, in normal seasonal weather conditions, and so that the private road can afford emergency vehicle access to the dwellings, buildings and other structures in the Project.

(i) Maintenance of Ridgewater Run and Manhattan N. In the same manner as provided for in Section (h) and (h)(ii) above, the Developer, until the Transitional Control Date, and the Association thereafter, shall continuously maintain Ridgewater Run and Manhattan N, which are the two road stubs connecting to the Condominium. Such maintenance shall include snow plowing. ALL OWNERS ARE PLACED ON NOTICE THAT THE RIDGEWATER RUN AND MANHATTAN N WILL NOT BE REPAIRED OR MAINTAINED BY THE TOWNSHIP, THE GRAND TRAVERSE COUNTY ROAD COMMISSION, OR ANY GOVERNMENTAL UNIT, AND WILL NOT BE PROVIDED WITH SNOW PLOWING BY THE TOWNSHIP OR THE COUNTY.

4.4 Assignment of Limited Common Elements . A Limited Common Element may be assigned or re-assigned by written application to the Board of the Association by all Owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney . By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance all Owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever

or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Boundary Relocation . The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of the Act, provided that the expense of preparing the amendment shall be paid in full by the Owner or Owners desiring to relocate the boundaries.

4.7 Subdivision Prohibited . Subdivision of a Unit within the Condominium is prohibited.

4.8 Separability . Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units . A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors.

5.2 Percentage of Value . The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification . The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act) or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding

Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of 37 Condominium Units and may, at the election of the Developer, be expanded to contain 25 additional Units established upon all or some portion of the expandable area as shown on Exhibit B (the "Expandable Area").

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than 6 years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Expandable Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Expandable Area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Expandable Area which is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this Section will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the Expandable Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Expandable Area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such readjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the Expandable Area from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Project as developed within the additional parcel or parcels being added.

Section 7. CONTRACTABILITY OF CONDOMINIUM

This Condominium is contractable.

Section 8. EASEMENTS

8.1 Easements. The easements shown on the subdivision plan shall benefit and burden the Condominium Units and Common Elements as shown on Exhibit B, and shall be maintained by the Association unless otherwise provided in the Condominium Documents.

8.2 Easements for Maintenance and Repair . In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the

installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

8.3 Easements Reserved by Developer . The Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns, which may be used at any time or times:

(i) to use, improve and/or extend all roadways, drives and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it;

(ii) to use, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Section 2; and

(iii) The easements described in this Subsection 8.3 are subject to payment by the owners of the benefited property of the cost of maintenance and repair of any improvements constructed on any such easements.

8.4 Utility Easements. The Property is burdened by public utility easements as shown and referenced on Exhibit B and by utility easements referenced as "private easement for public utilities" on Exhibit B which are created by the Master Deed to locate utilities to serve the Units.

8.5 Private Road Easement. The Property shall be subject to a road easement. The easement grants the Owners the right to use the private drive, known as Fireside Trail, for access to North Long Lake Road.

8.6 Wastewater Disposal Systems. Wastewater Disposal Systems within the Condominium Project shall be subject to the following requirements of Grand Traverse County Health Department ("GTCHD").

(a) No lots shall be used for other than single-family residential use.
(b) Permits for the installation of wells and septic systems shall be obtained from the GTCHD prior to construction on any lot in the site condominium.
(c) All dwellings shall be served by a potable water supply system. All wells on individual units shall be drilled by a well driller licensed in the State of Michigan to a depth of not less than 160 feet or greater as may be necessary to obtain a minimum of 50 feet submergence below the static water table. A complete well log for each such potable water well shall be submitted to the County Health Department within 60 days following the completion of such well. Each water supply upon completion shall be tested for bacteriological and nitrate analysis and satisfactory results shall be obtained prior to use of the supply.

(d) It shall be disclosed that the iron level from the test well was reported as 0.93 mg/L which exceeds the secondary maximum contaminant level for iron which is 0.3 mg/L. Water treatment may be desired based on the preference of the user.
(e) Hardness was determined at 265 mg/l. Homeowners shall be advised that the level may exceed aesthetic values in drinking water.
(f) Sewage dispersal/septic systems shall be isolated 100 feet from storm water detention basins holding surface water, and 50 feet from stormwater detention basins which do not hold water.
(g) Isolation between wells and septic/sewage dispersal systems shall be 50 feet.
(h) On site sewage dispersal systems on Units 19 and 20 shall be placed in the rear of the lots.

Section 9. AMENDMENT, TERMINATION AND WITHDRAWAL

9.1 Pre-Conveyance Amendments . If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

9.2 Post-Conveyance Amendments . If there is an Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans.

(b) Material Changes. An amendment may be made, even if it will materially alter or change the rights of the Owners, with the consent of not less than two-thirds of the Owners and, to the extent required by law; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project be modified without the consent of each affected Owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) Compliance with Law. Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

9.3 Project Termination . If there is an Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Owners and mortgagees, in the following manner:

(a) Termination Agreement. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) Real Property Ownership. Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

Section 10. ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

***

This Master Deed has been signed by the Developer as of the date stated on page one.

FIRESIDE DEVELOPMENT, LLC

_____

By: Peter D. Faber
Its: Member

STATE OF MICHIGAN)

COUNTY OF Leelanau)

This document was acknowledged before me the 23 day of January, 2026, by PETER D. FABER, as the Member of FIRESIDE DEVELOPMENT, LLC, to me known to be the same person described in and who executed the within instrument, and who has acknowledged the same to be his free act and deed.

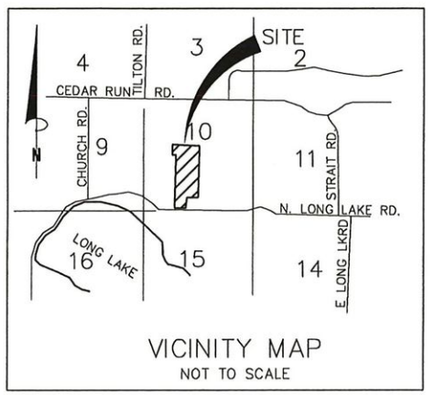
JAIME LYNN BEEMAN
Notary Public - Michigan
Grand Traverse County
My Comm. Expires 7/31/2027

_____

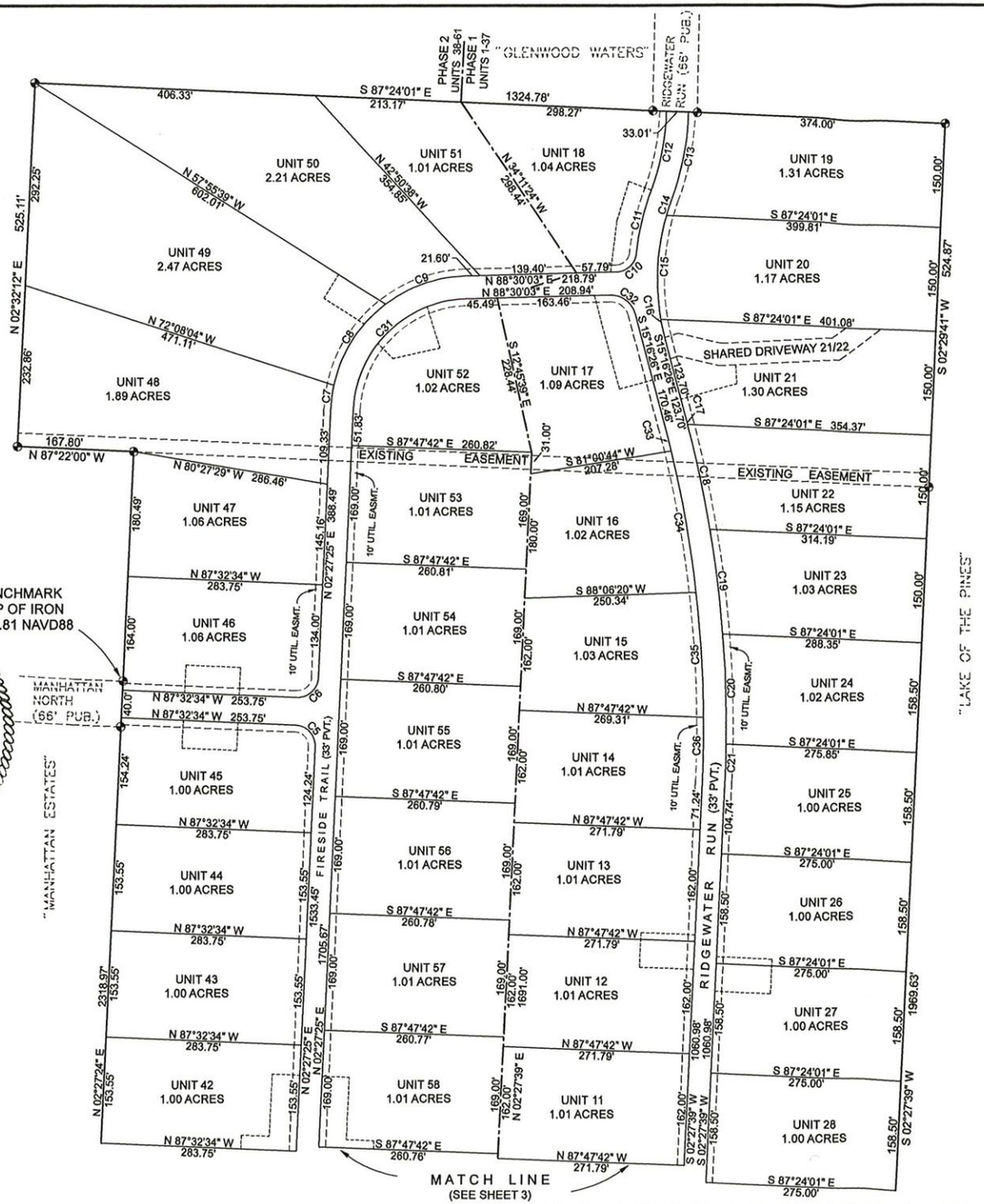
_____, Notary Public
_____ County, Michigan
Acting in the County of Leelanau, Michigan
My commission expires: _____

FIRESIDE

A PART OF SECTION 10, TOWN 27 NORTH, RANGE 12 WEST,
LONG LAKE TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.



VICINITY MAP
NOT TO SCALE



STATE OF MICHIGAN
SCOTT DANIEL McLAIN
PROFESSIONAL SURVEYOR
No 4001057817
LICENSED PROFESSIONAL SURVEYOR

North

Scale: 1" = 80'
0' 40' 80' 160'

Legend

- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- DRAINAGE EASEMENT
- [1] UNIT BOUNDARY AND NUMBER

BEARINGS: SPCS CENTRAL ZONE NAD83.

549
1

SURVEYOR'S CERTIFICATE
I SCOTT D. McLAIN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THIS SITE CONDOMINIUM PLAN KNOWN AS GRAND TRAVERSE CO. CONDOMINIUM SUBDIVISION NUMBER ____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION,
THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS AS SHOWN, ARE NOTED IN THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

1/22/26
DATE

SCOTT D. McLAIN
PROFESSIONAL SURVEYOR NO. 40010 57817
MICHIGAN GEOMATICS
5422 GOODRICK ROAD
TRAVERSE CITY, MICHIGAN 49684

NOTES
- SEE SHEET 4 FOR EASEMENT DIMENSIONS.
- ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE.
- ALL IMPROVEMENTS SHOWN NEED NOT BE BUILT.

FILE NO: 24-3040

Michigan Geomatics
5422 Goodrick Road
Traverse City, MI 49684
(231) 325-2655
Land Survey Engineering www.MichiganGeomatics.com

TITLE: SURVEY PLAN 1

SHEET 2
DATE: 12/08/2025

GRAND TRAVERSE COUNTY CONDOMINIUM
SUBDIVISION PLAN NUMBER 349

EXHIBIT B TO THE MASTER DEED OF

FIRESIDE

A PART OF SECTION 10,
TOWN 27 NORTH, RANGE 12 WEST,
LONG LAKE TOWNSHIP,
GRAND TRAVERSE COUNTY,
MICHIGAN.

ATTENTION TO COUNTY REGISTER OF DEEDS, THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE, WHEN A NUMBER HAS BEEN ASSIGNED TO THE CONDOMINIUM IT MUST BE SHOWN ON THIS COVER SHEET AND THE SURVEYOR'S CERTIFICATE ON SHEET 2 AND 3.

SHEET INDEX

1 COVER SHEET
2 SURVEY PLAN 1
3 SURVEY PLAN 2
4 UNIT AND UTILITY PLAN 1
5 UNIT AND UTILITY PLAN 2

DEVELOPER

FIRESIDE DEVELOPMENT LLC
7000 WINDCREST
GRAND RAPIDS, MI 49546

PROPERTY DESCRIPTION

THAT PART OF SECTION 10, TOWN 27 NORTH, RANGE 12 WEST, LONG LAKE TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN BEING DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE NORTH 87°47'42" WEST, ALONG THE SOUTH LINE OF SAID SECTION, 550.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°47'42" WEST, ALONG SAID LINE, 150.00 FEET; THENCE NORTH 02°27'39" EAST, 302.06 FEET; THENCE SOUTH 86°35'47" WEST, 304.79 FEET; THENCE NORTH 02°27'24" EAST, 45.57 FEET; THENCE NORTH 87°47'42" WEST, 154.00 FEET; THENCE NORTH 02°27'24" EAST, 2318.97 FEET TO THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 87°22'00" WEST, ALONG SAID 1/4 LINE, 167.80 FEET; THENCE NORTH 02°32'12" EAST, 525.11 FEET; THENCE SOUTH 87°24'01" EAST, 1324.78 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE SOUTH 02°29'41" WEST, ALONG SAID 1/4 LINE, 524.87 FEET; THENCE SOUTH 02°27'39" WEST, ALONG SAID 1/4 LINE, 1969.63 FEET; THENCE NORTH 87°39'35" WEST, 200.00 FEET; THENCE NORTH 87°47'42" WEST, 350.00 FEET; THENCE SOUTH 02°27'39" WEST, 660.00 FEET TO THE POINT OF BEGINNING. CONTAINING 74.46 ACRES OF LAND.



1/22/26
DATE

SCOTT D. McLAIN
PROFESSIONAL SURVEYOR NO. 40010 57817
MICHIGAN GEOMATICS
5422 GOODRICK ROAD
TRAVERSE CITY, MICHIGAN 49684

NOTE:
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL DIVISIONS. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

NOTE: ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE.

NOTE: IMPROVEMENTS SHOWN HEREON NEED NOT BE BUILT.

FILE NO: 25-3040

Michigan Geomatics
5422 Goodrick Road
Traverse City, MI 49684
(231) 325-2655
Land Survey Engineering www.MichiganGeomatics.com

TITLE: COVER SHEET

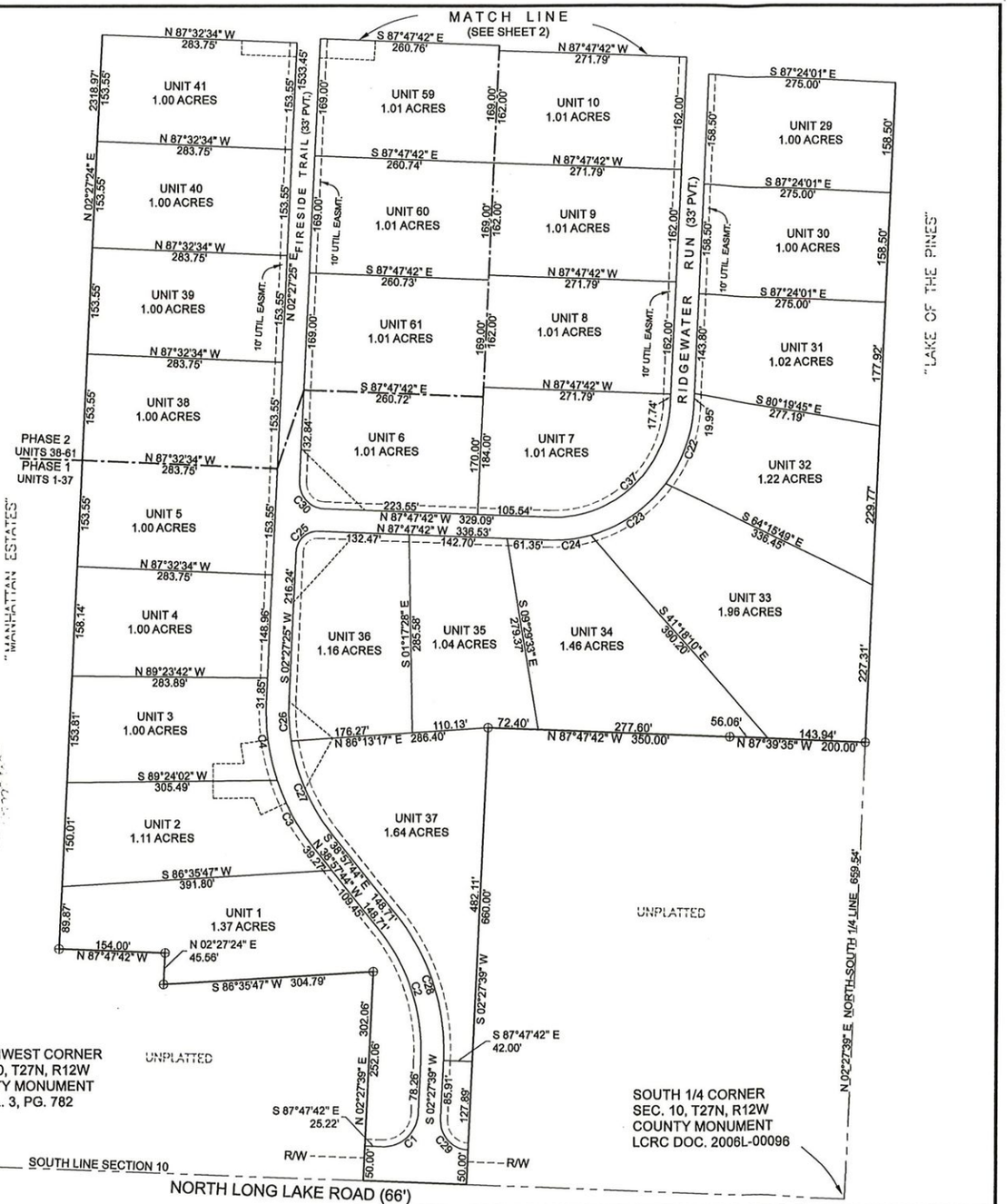
SHEET 1
DATE: 12/08/25

FIRESIDE

A PART OF SECTION 10, TOWN 27 NORTH, RANGE 12 WEST,
LONG LAKE TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	78.32'	70.55'	N 47°19'59" E	89°44'39"
C2	280.00'	202.43'	198.05'	N 18°15'03" W	41°25'23"
C3	320.00'	113.86'	113.26'	N 28°46'09" W	20°23'11"
C4	320.00'	117.47'	116.81'	N 08°03'34" W	21°01'59"
C5	30.00'	47.12'	42.43'	N 42°32'34" W	89°59'59"
C6	30.00'	47.12'	42.43'	N 47°27'26" E	90°00'01"
C7	200.00'	34.37'	34.32'	N 07°22'47" E	9°50'44"
C8	200.00'	141.60'	138.66'	N 32°35'06" E	40°33'53"
C9	200.00'	124.38'	122.39'	N 70°41'02" E	35°38'00"
C10	30.00'	43.28'	39.63'	N 47°10'04" E	82°39'57"
C11	363.00'	94.44'	94.17'	N 13°17'16" E	14°54'20"
C12	337.00'	115.88'	115.31'	N 10°53'22" E	19°42'08"
C13	370.00'	126.33'	125.72'	S 10°57'33" W	19°33'47"
C14	330.00'	26.63'	26.63'	S 18°25'43" W	4°37'27"
C15	330.00'	151.33'	150.00'	S 02°58'47" W	26°16'25"
C16	330.00'	29.47'	29.46'	N 12°42'56" W	5°07'00"
C17	1695.00'	4.05'	4.05'	S 15°12'19" E	0°08'13"
C18	1695.00'	155.43'	155.37'	S 12°30'36" E	5°15'14"
C19	1695.00'	152.32'	152.27'	S 07°18'31" E	5°08'56"
C20	1695.00'	159.08'	159.02'	S 02°02'44" E	5°22'39"
C21	1695.00'	53.77'	53.77'	S 01°33'07" W	1°49'04"
C22	200.00'	118.47'	116.74'	S 19°25'48" W	33°56'17"
C23	200.00'	133.54'	131.07'	S 55°31'36" W	38°15'19"
C24	200.00'	61.26'	61.02'	S 83°25'47" W	17°33'02"
C25	30.00'	46.99'	42.33'	S 47°19'52" W	89°44'53"
C26	287.00'	57.68'	57.58'	S 03°18'01" E	11°30'52"
C27	287.00'	149.80'	148.10'	N 24°00'36" W	29°54'17"
C28	313.00'	226.29'	221.39'	S 18°15'03" E	41°25'23"
C29	41.80'	65.86'	59.26'	S 42°40'34" E	90°16'27"
C30	37.00'	58.28'	52.44'	N 42°40'08" W	90°15'07"
C31	167.00'	250.79'	227.88'	N 45°28'44" E	86°02'37"
C32	37.00'	49.22'	45.67'	S 53°23'12" E	76°13'32"
C33	1662.00'	35.13'	35.13'	S 14°40'06" E	1°12'40"
C34	1662.00'	207.54'	207.40'	S 10°29'08" E	7°09'17"
C35	1662.00'	180.97'	180.88'	S 03°47'19" E	6°14'20"
C36	1662.00'	90.79'	90.78'	N 00°53'45" E	3°07'46"
C37	167.00'	261.58'	235.65'	S 47°19'59" W	89°44'39"



North

Scale: 1" = 80'
0' 40' 80' 160'

Legend

- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- DRAINAGE EASEMENT
- 1 — UNIT BOUNDARY AND NUMBER

BEARINGS: SPCS CENTRAL ZONE NAD83.

STATE OF MICHIGAN
SCOTT DANIEL McLAIN
PROFESSIONAL SURVEYOR
No. 4001057817
LICENSED PROFESSIONAL SURVEYOR

SURVEYOR'S CERTIFICATE
I SCOTT D. McLAIN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THIS SITE CONDOMINIUM PLAN KNOWN AS GRAND TRAVERSE CO. CONDOMINIUM SUBDIVISION NUMBER ___, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION,
THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS AS SHOWN, ARE NOTED IN THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

11/22/26
DATE

SCOTT D. McLAIN
PROFESSIONAL SURVEYOR NO. 40010 57817
MICHIGAN GEOMATICS
5422 GOODRICK ROAD
TRAVERSE CITY, MICHIGAN 49684

NOTES
- SEE SHEET 5 FOR EASEMENT DIMENSIONS.
- ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE.
- ALL IMPROVEMENTS SHOWN HEREON ARE NEED NOT BE BUILT

FILE NO: 25-3040

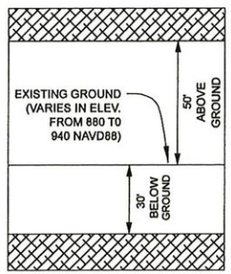
Michigan Geomatics
5422 Goodrick Road
Traverse City, MI 49684
(231) 325-2655
Land Survey Engineering www.MichiganGeomatics.com

TITLE: SURVEY PLAN 2

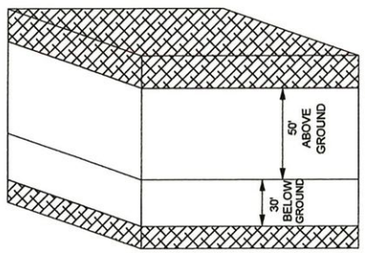
SHEET 3
DATE: 12/08/2025

FIRESIDE

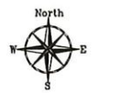
A PART OF SECTION 10, TOWN 27 NORTH, RANGE 12 WEST,
LONG LAKE TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.



TYPICAL UNIT PROFILE



TYPICAL UNIT ENVELOPE

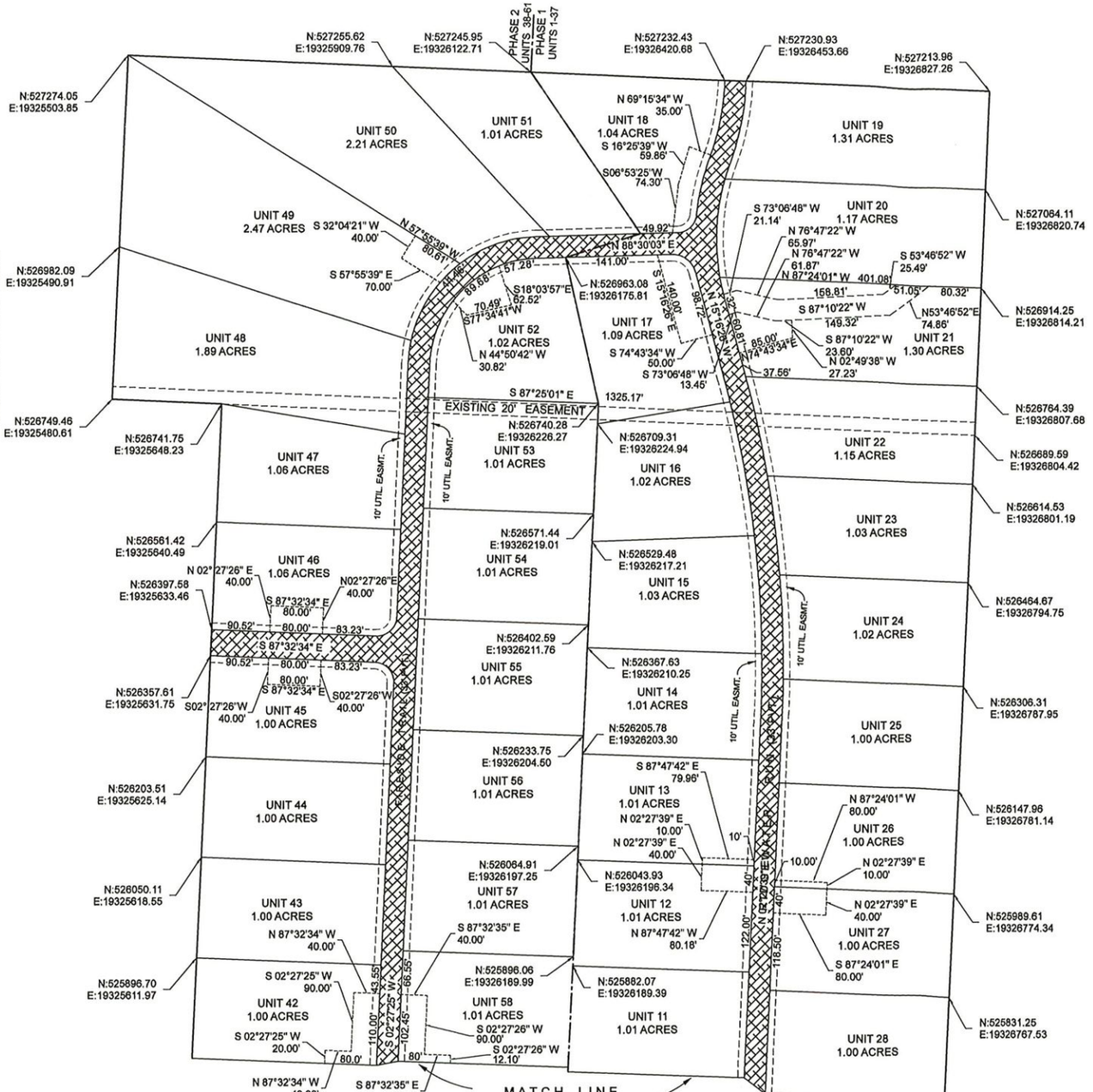


Scale: 1" = 80'
0' 40' 80' 160'

Legend

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- 1 — UNIT BOUNDARY AND NUMBER
- ------- DRAINAGE EASEMENTS

STATE OF MICHIGAN
SCOTT DANIEL McLAIN
PROFESSIONAL SURVEYOR
No. 4001057817
LICENSED PROFESSIONAL SURVEYOR



SCOTT D. McLAIN
PROFESSIONAL SURVEYOR NO. 40010 57817
MICHIGAN GEOMATICS
5422 GOODRICK ROAD
TRAVERSE CITY, MICHIGAN 49684

11/22/26
DATE

NOTES
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FILE NO: 25-3040

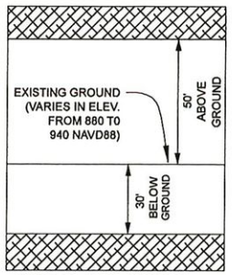
Michigan Geomatics
5422 Goodrick Road
Traverse City, MI 49684
(231) 325-2655
Land Survey Engineering www.MichiganGeomatics.com

TITLE: SITE & UTILITY PLAN 1

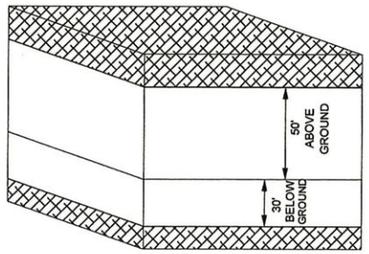
SHEET 4
DATE: 12/08/2025

FIRESIDE

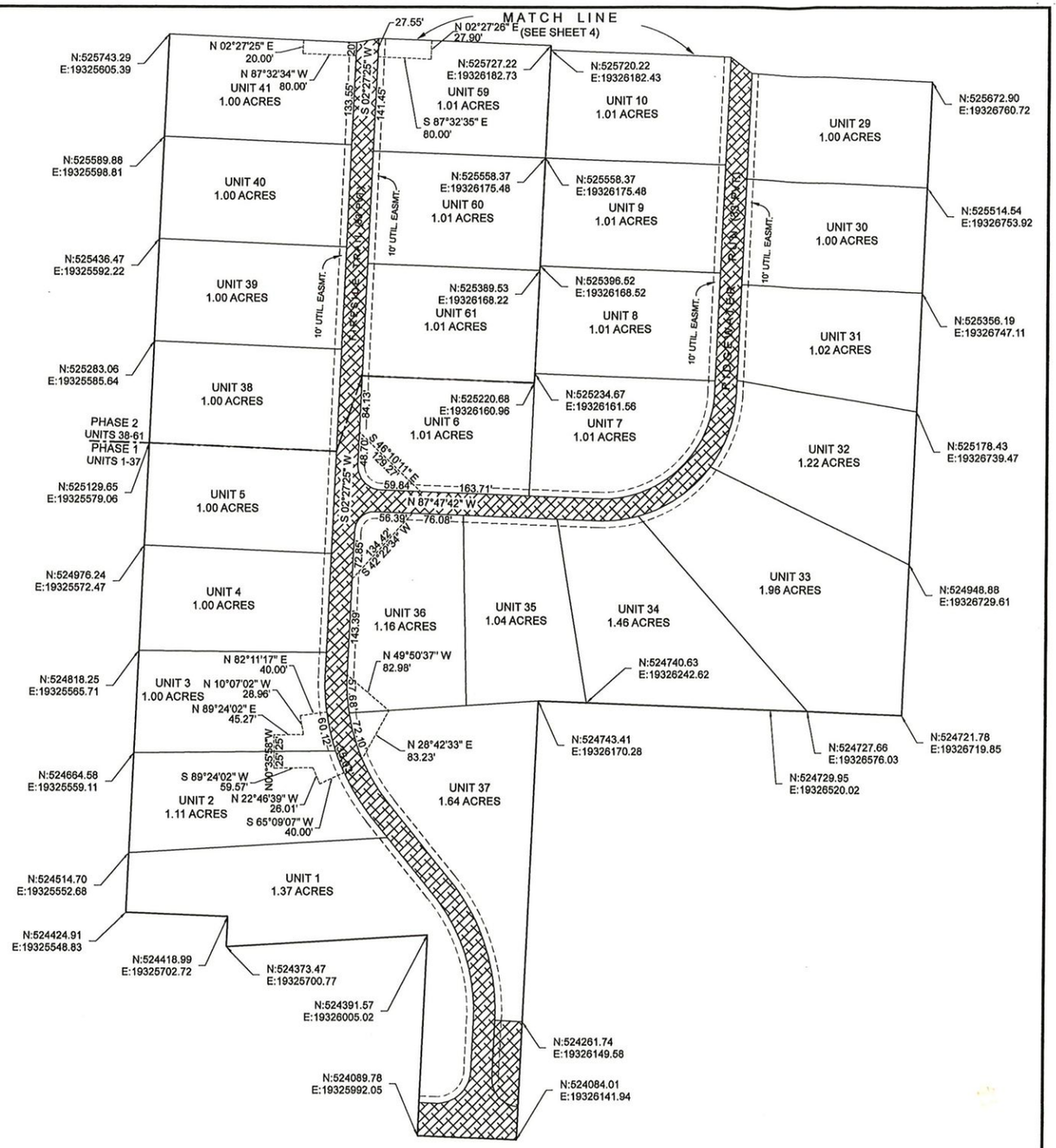
A PART OF SECTION 10, TOWN 27 NORTH, RANGE 12 WEST,
LONG LAKE TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.



TYPICAL UNIT PROFILE



TYPICAL UNIT ENVELOPE



North
W E
S

Scale: 1" = 80'
0' 40' 80' 160'

Legend

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- 1 — UNIT BOUNDARY AND NUMBER
- ------- DRAINAGE EASEMENTS

STATE OF MICHIGAN
SCOTT DANIEL McLAIN
PROFESSIONAL SURVEYOR
No. 4001057817
LICENSED PROFESSIONAL SURVEYOR

SCOTT D. McLAIN
PROFESSIONAL SURVEYOR NO. 40010 57817
MICHIGAN GEOMATICS
5422 GOODRICK ROAD
TRAVERSE CITY, MICHIGAN 49684

11/22/26
DATE

NOTES
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- ALL IMPROVEMENTS SHOWN HEREON ARE NEED NOT BE BUILT.

FILE NO: 25-3040

Michigan Geomatics
5422 Goodrick Road
Traverse City, MI 49684
(231) 325-2655
Land Survey Engineering www.MichiganGeomatics.com

TITLE: SITE & UTILITY PLAN 2

SHEET 5
DATE: 12/08/2025

EXHIBIT A

CONDOMINIUM BYLAWS

FIRESIDE CONDOMINIUM

313

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EXHIBIT A

CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization . Fireside Condominium is a residential site condominium project located in Long Lake Township, Grand Traverse County, Michigan consisting of 61 Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance . All present and future Owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership . Each Owner of a Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned when voting by value. Voting shall be by number, except in those instances where voting is specifically required in the Master Deed or Bylaws to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote . No Owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. The Developer shall be entitled to vote only those Units to which the Developer still holds title.

2.4 Designation of Voting Representative . The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number of the Unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies . Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority . At any meeting of members at which a quorum is present, 49% of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units of the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75% of the total number of Units that may be created; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members . After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to an Owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created, whichever first occurs,

two or more persons shall be selected by the Developer from among the non-developer Owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition . Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units that may be created, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Owners shall elect all directors on the Board 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 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control . If 75% of the Units which may be created have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Owner, the non-developer Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of Directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

3.6 Mathematical Calculations . If the calculation of the percentage of members of the Board that the non-developer Owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-developer Owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members . The presence in person or by proxy of 35% of the Owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner 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 4. ADMINISTRATION

4.1 Board of Directors . The business, property and affairs of the Association shall be managed by a board of directors (the **"Board of Directors"**) to be elected in the manner described in these Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days notice at any time for cause.

4.2 Powers and Duties . The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

(a) Care, upkeep and maintenance of the Common Elements;

(b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;

(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Condominium Property;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, upon written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account . The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement . The responsibility for maintenance, repair and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or Limited Common Elements which are the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair and replacement of the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not

to the interior of any residence or garage within a Unit) from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements which are the responsibility of the Association located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or to the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens . A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent . The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as managing agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers . The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 67% percent or more of all Owners.

4.9 Indemnification . All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses . The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments . Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of a Owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding $5,000 annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than $5,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of

Directors) will not be levied without the prior approval of 67% or more of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments . All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Owners in semi-annual installments, commencing with the acquisition of title to a Unit. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Payments shall be made in advance, as shall be due and payable on the first day of January and July each year. An Owner's first assessment will be prorated from closing. The Board of Directors may, in its sole discretion, elect to collect the regular assessments on a different basis, such as monthly, quarterly or semi-annually or annually.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, maintenance and utility expenses for General Common Elements, a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments . Each Owner shall be obligated for the payment of all assessments levied upon the Owner's Unit during the time that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the

Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be deemed to be a lien upon the Unit and shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

(c) Self-Help. The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Owner of the Association's intent to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) Application of Payments. Money received by the Association in payment 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 charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer . The responsibility of the Developer, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association during the Development and Sales Period.

(a) Pre-Turnover Expenses. Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the Transitional Control Date, the Developer

will be liable for the funding of any existing deficit of the Association which was incurred prior to the date of the initial meeting

(b) Post-Turnover Expenses. After the Transitional Control Date, the Developer shall be responsible for the assessments levied on Units owned by the Developer, subject to the provisions of Section 5.6(c) below.

(c) Exempted Transactions. At no time will the Developer be responsible for the payment of any portion of any assessment which is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

Section 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes . Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase was established. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage . The Association shall be appointed as Attorney-in-Fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit, and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property

located within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation as to any claims against any Owner or the Association for insured losses.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

(d) Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) Indemnification. Each individual Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, the Developer or the Association, which rights are waived.

(f) Premium Expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair . If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, that if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or

rebuilt unless the 80% or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards . Design standards for Units in the Project are set forth in this Section. Design standards promote quality, value and stability, for Unit Owners. The standards in this Section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals . During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications (including vegetation clearing) be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading and landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer, or, if the ARC, as defined in Section 7.3 (a), has been established by the Developer, by the ARC. The Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, grading or landscaping plans, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Condominium as a whole.

(a) Architectural Review Committee . An Architectural Review Committee (the "**ARC**") may be established by the Developer, who may also serve as the ARC, and who may exercise full and exclusive authority to review, approve, deny, condition, and enforce compliance with all requirements relating to construction, architectural design, building and material standards, improvements, landscaping, grading, and all other exterior modifications. Following the Development and Sales Period the Board of Directors shall appoint the ARC. The mission of the ARC is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

(b) Architectural Review . No residence, structure or other improvements shall be constructed within a Unit or elsewhere on the Property, nor shall any exterior modification be made to any existing residence, structure or improvement, unless plans and specifications containing such detail as the ARC may reasonably require have first been approved in writing by the ARC. An application for approval must be submitted by the Owner or his agent to the ARC at least 10 days prior to the desired date of commencement of any construction activity of any type on a homesite, and no site work shall be started until approval is complete. The ARC shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such plans and specifications the ARC shall have the right to take into consideration, among other factors, the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.3 Approval of Contractor . All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the ARC.

7.4 Specific Requirements . All approvals required by this Section shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with wood, masonry (brick), stone, fiber cement board, high quality vinyl, metal or stucco exteriors. Double four-inch horizontal vinyl siding is not allowed on the front of any home. Roofs must be of shingle construction using cedar, tile, metal or architectural grade asphalt shingles. Driveways may be of asphalt, brick or cement. All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the ARC upon request.

(b) Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and basements (whether full basements, daylight basements or walkout basements):

Style of Home	Minimum
One story home	1,450 sq. ft.
One and one-half story home	Main floor – 1,300 sq. ft.
Two story home	1,700 sq. ft. with 1250 sq. ft. of ground coverage

Two story home	Main floor – 1,200 sq. ft.

(c) Improvements. Each residence must be equipped with an attached garage of not less than two stalls, and maximum five stalls.

(d) Satellite Dishes. Satellite dishes not exceeding 18" in diameter will be permitted on rear elevations of the roof. Placement of satellite dishes at any other location on the Unit will be permitted only with prior approval of the Association or its ARC.

(e) Lawn Care and Landscaping.

(1) All landscape plans shall be submitted to the ARC for approval at least 30 days prior to installation. Landscaped portions of the Unit must be completed within 90 days after occupancy of the residence constructed on the Unit, weather permitting. All landscaped areas shall be watered with an underground sprinkling system.

(2) If any Owner does not maintain a landscaped area to the satisfaction of the Association, the Association may require the Owner to hire a professional lawn care service to do the work and the Association, after written warning served on the Owner, may contract to have the work performed at such Owner's expense.

(f) Pools and Tennis Courts. Tennis courts and inground swimming pools will be permitted only with prior written approval of the ARC, and may be limited or prohibited if the ARC, in its sole discretion, determines that construction would adversely affect the appearance of the Unit or of the Project. No above ground swimming pools will be permitted.

(g) Paved Area, Walls, Fences and Hedges. If a paved area, wall, fence, hedge, screen or other addition is desired, appropriate plans must be submitted to the ARC for approval prior to construction and installation. No fences to enclose or to delineate property lines of individual Units will be permitted. Fences or hedges of an approved design may be used, however, to enclose service areas, patios, swimming pools or other areas requiring privacy. If a wall, fence, hedge, screen, or other addition is desired, appropriate plans must be submitted to the ARC for approval prior to construction.

(h) Drainage Easements. Certain Units in the Condominium may be subject to easements for drainage within the Condominium, as shown on the Condominium Subdivision Plan. No grading or construction is permitted within these easements. This prohibition includes swimming pools, sheds, garages, patios, decks or any other permanent structure or any landscaping feature which might interfere with the stormwater drainage system.

(i) **Maintenance of Drainage Easements.** Each Unit Owner is responsible for maintaining any stormwater surface drainage easement across the Owner's Unit. The Owner shall ensure that the installation of fences, plantings, trees and shrubs do not interfere with the flow of surface stormwater drainage in the easement of the Unit. If the Owner fails to perform any needed maintenance of the stormwater drainage easement the Association shall perform the maintenance and assess the Unit Owner under Section 5 of these Bylaws for the cost.

7.5 **Codes and Ordinances** . In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.6 **Reserved Developer Rights** . The purpose of Section 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

7.7 **Architectural Review Committee Appointment.** Following the Development and Sale Period, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the ARC and the Board of Directors of the Association shall appoint 3 new members to the ARC. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the ARC.

7.8 **Permitted Variance** . The ARC may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Section, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements. Approval of a variance for one unit shall not be deemed to set a precedent for approval of a similar variance to another unit.

7.9 **Enforcement.**

(a) **Inspection and Stop-Work Authority**. The ARC shall have the right to enter upon any Unit at reasonable times to inspect any improvements under construction for compliance with these Bylaws. If construction is occurring (i) without prior approval, or (ii) contrary to approved plans, the ARC may issue a written stop-work demand and a notice of violation. Upon issuance of a stop-work demand, the Owner and any contractor shall immediately cease all work until written authorization to resume is provided. Failure to comply constitutes a continuing violation subject to fines and enforcement. Within thirty (30) days of the issuance of a notice of violation, the Owner shall either (a) remedy the violation, or (b) submit a plan for correction acceptable to the ARC.

(b) **Enforcement; Remedies.** In addition to all other remedies available at law or equity, if the Owner has not timely taken appropriate remedial action as set forth in subsection (a) above, the ARC shall have the right to:

(1) **Fines.** Levy fines in accordance with the Association's enforcement policies and the Michigan Condominium Act, with each day of noncompliance constituting a separate violation.

(2) **Injunctive Relief.** Commence an action for injunctive or equitable relief to compel compliance or prevent violation without the necessity of proving irreparable harm or posting bond.

(3) **Compelled Removal/Correction**. Require removal, demolition, alteration, or restoration of any improvement constructed or maintained in violation, at the Owner's expense.

(4) **Assessment and Lien Rights**. All costs, fines, enforcement expenses, administrative charges, consultant costs, and reasonable attorney fees incurred in enforcement may be assessed against the violating Unit as a specific assessment collectible in the same manner as assessments under the Condominium Documents, together with lien rights and foreclosure remedies.

(5) **Municipal Cooperation**. The Developer and/or the Association may report violations to applicable governmental authorities, request enforcement, and cooperate in the issuance or withholding of permits or approvals.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use . Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. In addition to the foregoing, to qualify as a home occupation, there must be: (i) No sign or display which indicates from the exterior that the residence is being utilized for any purpose other than that of a single family residence; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment being used, other than personal computers and other office type equipment. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence or other commercial and/or multiple-family dwelling of any kind shall be erected, placed or permitted on any Unit.

8.2 Common Areas . The Common Elements shall be used only by the Owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be

obstructed, damaged or unreasonably interfered with by any Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions . In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other improvements located within the perimeters of the Owner's Unit without prior approval of the Developer or the ARC. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building.

(c) Nuisances. No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source of annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. No offensive or unlawful use shall be conducted on the Property, and nothing shall be done or kept in airy Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign advertising a unit for sale, which is not larger than 4 square feet in size), shall be displayed from any residence or on any Unit which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) Personal Property. No Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit; provided, that no

such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project.

(g) Firearms and Weapons. No Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on the Property.

(h) Pets and Animals.

(1) No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

(2) Any person who causes or permits an animal to brought or kept on the Condominium property shall indemnify and hold the Association and the Developer harmless for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(i) Recreational Vehicles. No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the garage door, or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(j) Recreational Facilities. No above-ground pools or dog runs will be permitted on any Unit.

(k) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the ARC.

(l) Solar Panels. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the ARC.

(m) Use of Common Elements.

(i) The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be

reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadway(s) (except in the event of approved parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

(n) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

(o) Automobiles, Motorhomes and Trucks. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept on a Unit outside a closed garage, or elsewhere on the Condominium Property by those persons residing in any Unit may be limited by Rules and Regulations adopted by the Association; provided that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. Motorhomes shall not be parked on a unit for more than fourteen (14) consecutive days, and shall not be occupied for any purpose other than loading for travel. No commercial vehicles or trucks shall be parked in or about the Condominium at any time except for the making of deliveries or pick-ups in the normal course of business.

8.4 Zoning Compliance . In addition to the restrictions contained in Section 8, the use of any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct . Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Owners.

8.6 Enforcement by Developer . The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or

any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement -. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Owner in the Project.

8.8 Remedies on Breach . In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer . The restrictions contained in this Section shall not apply to the commercial activities of the Developer during the Development and Sale Period. The Developer shall also have the right to maintain a sales office, advertising display sign, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

8.10 Assignment and Succession . Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Section as a "**Mortgagee**" or together as the "**Mortgagees**"), and the Association will maintain such information. The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance . The Association shall, upon request, notify a Mortgagee of the name of each company insuring the Condominium Common Elements against fire, perils

covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees . Upon written request to the Association, a Mortgagee will be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 10. TRANSFER OF UNITS

10.1 Unrestricted Transfers . An individual Owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit.

10.2 Notice to Association. Whenever an Owner shall sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit, the Owner shall give written notice to the Association within 5 days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

Section 11. ARBITRATION

11.1 Submission to Arbitration . Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

11.2 Disputes Involving the Developer . A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's Option. At the exclusive option of a Purchaser or Owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than $2,500.00 and arises out of or relates to a purchase agreement, Unit or the Project.

(b) Association's Option. At the exclusive option of the Association of Owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim

arises out of or relates to the Common Elements of the Project, if the amount of the claim is $10,000.00 or less.

11.3 Preservation of Rights . Election by any Owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Section 12. OTHER PROVISIONS

12.1 Definitions . All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

12.2 Severability . In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

12.3 Notices . Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

12.4 Amendment . These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Section 9 of the Master Deed.

12.5 Conflicting Provisions . In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

(a) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);

(b) these Condominium Bylaws;

(c) the Articles of Incorporation of the Association;

(d) the Association Bylaws;

(e) the Rules and Regulations of the Association; and

(f) the Disclosure Statement.

EXHIBIT C

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
)
COUNTY OF KENT)

Lisa Rappley, being duly sworn, deposes and says that on June 23, 2025, she served copies of a Notice of Intent to establish Condominium Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Environmental Health Programs Unit Attn: Onsite Wastewater Program
Drinking Water and Environmental Health Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30817
Lansing, Michigan 48909-8311

Michigan Department of Transportation
Bureau of Highway Operations, Design Div.
P.O. Box 30050
Lansing, MI 48909

Michigan Department of Transportation
Plat/Condominium Coordinator
Traverse City TSC
2084 US-31 South, Suite B
Traverse City, MI 49685

Township of Long Lake
Attn: Community Development Department
8870 North Long Lake Road
Traverse City, MI 49685

Grand Traverse County Drain Commissioner
2650 LaFranier Road
Traverse City, MI 49686

Grand Traverse County Road Commission
1881 LaFranier Road
Traverse City, MI 49696

****

Further deponent saith not.

Lisa Rappley

Subscribed and sworn to before me this 23rd day of June, 2025.

Jacob B. Greendyk, Notary Public
Eaton County, Michigan
Acting in the County of Kent, Michigan
My commission expires: 10/24/2028