

32-20-029-001-00 *See #'s below*
Split

LIBER 936 PAGE 56
02-29-2000-016
STATE OF MICHIGAN
HURON COUNTY
RECORDED

NO 69 DATE 11-15-2002
THIS IS TO CERTIFY THAT THERE ARE NO TAX LIENS
OR TITLES ON THIS PROPERTY FOR FIVE YEARS PREVIOUS
TO THE DATE OF THIS INSTRUMENT. THIS
CERTIFICATION DOES NOT INCLUDE TAXES, IF ANY NOW
IN THE PROCESS OF COLLECTION BY THE CITY, VILLAGE
TREASURER.
HURON COUNTY TREASURER
BY *Roberta Maestri*

15 NOV 2002 9:22:42 AM
FRANCES L. HOLDWICK
REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED
OF PTE. AUX BARQUES BEACH CLUB

This Amendment is made as of the 11 day of November, 2002 by Pte. Aux Barques Development, Inc., a Michigan corporation, whose address is 2732 Arrowwood Court, Sterling Heights, Michigan 48314, as the Developer of Pte. Aux Barques Beach Club, a Condominium Project established pursuant to a Master Deed recorded on December 2000, in Liber 824, Pages 274-347, Huron County Register of Deeds (the "Master Deed"), and known as Huron County Condominium Subdivision Plan No. 0280. Developer hereby amends the Master Deed of Pte. Aux Barques Beach Club pursuant to the authority reserved in Articles 10 and 11 of the Master Deed. All terms used herein and not otherwise defined shall have the meaning given to them in the Master Deed. Upon the recording of this Amendment in the Office of the Huron County Register of Deeds, the Master Deed and Exhibits A and B to the Master Deed shall be amended in the manner set forth below.

MASTER DEED:

Port Austin Township

1. Section 3.1, is deleted and restated in full as follows:

3.1 **Act.** "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

2. The following subsections are added to Article 3:

3.18 **Caretaker's Cabin.** "Caretaker's Cabin" means the land within the Project designated for possible use by a caretaker of Pte. Aux Barques Beach Club, and constituting a single unit in Pte. Aux Barques Beach Club as the same is described in Section 5.1 and as shown on the Condominium Subdivision Plan except that it shall not have any percentage of value ascribed to it under Section 5.2 unless it is converted into a Unit by the Developer as provided for in Article 7.

3.19 **Clubhouse.** "Clubhouse" means the structure(s) in the General Common Element reserved for use by the Co-owners of Pte. Aux Barques Beach Club, including a pool area located as shown on the Condominium Subdivision Plan.

- | | |
|---------------------------|----------------------------|
| 32-20-029-001-01 (Unit 1) | 32-20-029-001-24 (Unit 24) |
| 001-02 (Unit 2) | 001-25 (Unit 25) |
| 001-03 (Unit 3) | 001-26 (Unit 26) |
| 001-04 (Unit 4) | 001-27 (Unit 27) |
| 001-05 (Unit 5) | 001-28 (Unit 28) |
| 001-06 (Unit 6) | 001-29 (Unit 29) |
| 001-07 (Unit 7) | 001-30 (Unit 30) |
| 001-08 (Unit 8) | 001-31 (Unit 31) |
| 001-09 (Unit 9) | 001-32 (Unit 32) |
| 001-10 (Unit 10) | 001-33 (Unit 33) |
| 001-11 (Unit 11) | 001-34 (Unit 34) |
| 001-12 (Unit 12) | 001-35 (Unit 35) |
| 001-13 (Unit 13) | 001-36 (Unit 36) |
| 001-14 (Unit 14) | 001-37 (Unit 37) |
| 001-15 (Unit 15) | 001-38 (Unit 38) |
| 001-16 (Unit 16) | 001-39 (Unit 39) |
| 001-17 (Unit 17) | 001-40 (Unit 40) |
| 001-18 (Unit 18) | 001-41 (Unit 41) |
| 001-19 (Unit 19) | 001-42 (Unit 42) |
| 001-20 (Unit 20) | 001-43 (Unit 43) |
| 001-21 (Unit 21) | 001-44 (Unit 44) |
| 001-22 (Unit 22) | 001-45 (Unit 45) |
| 001-23 (Unit 23) | |

5-029-001-01

thru

32-20-029-001-47



LIBER 1043

PAGE 792



STATE OF MICHIGAN - HURON COUNTY
RECORDED
FRANCES L. HOLDWICK - REGISTER OF DEEDS
04/08/2004 1:12:12 PM

02-29-200-016

Add to roll

SECOND AMENDMENT TO MASTER DEED

OF THE WOODLANDS OF PORT AUSTIN

(Formerly known as: PTE. AUX BARQUES BEACH CLUB)

This Amendment is made as of the 23 day of March, 2004 by the Pte. Aux Barques Development, Inc., a Michigan corporation, whose address is 2732 Arrowwood Court, Sterling Heights, Michigan 48314, as the Developer of Pte. Aux Barques Beach Club, a Condominium Project established pursuant to a Master Deed recorded on December 2000, in Liber 824, Pages 274-347, and First Amendment To Master Deed in Liber 936, Pages 56-73, Huron County Register of Deeds (the "Master Deed"), and known as Huron County Condominium Subdivision Plan No. 0280. Developer hereby amends the Master Deed of Pte. Aux Barques Beach Club pursuant to the authority reserved in Articles 10 and 11 of the Master Deed. All terms used herein and not otherwise defined shall have the meaning given to them in the Master Deed. Upon the recording of this Amendment in the Office of the Huron County Register of Deeds, the Master Deed and Exhibits A and B to the Master Deed shall be amended in the manner set forth below.

MASTER DEED:

Port Austin Township

1. The caption to the Master Deed of the condominium project "Pte. Aux Barques Beach Club" is deleted and restated as follows:

MASTER DEED

THE WOODLANDS OF PORT AUSTIN

THIS MASTER DEED is made and executed on the 26th day of December, 2000, by Pte. Aux Barques Development, Inc. a Michigan Corporation (the "Developer"), whose office is situated as 2732 Arrowwood Court, Sterling Heights, Michigan, 48314, represented herein by its sole director who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

WHEREAS, the Developer desires, by recording this Master Deed, together with the



LIBER 1043

PAGE 793

Condominium Bylaws attached hereto as "**Exhibit "A"**" and together with the Condominium Subdivision Plan hereto as "**Exhibit "B"**" (both of which are hereby incorporated by reference and made part hereof), to establish the real property described in Article 2 below, together with the improvements located and to be thereon, and appurtenances thereto, as residential condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Woodlands of Port Austin as a condominium project under the Act and does declare that The Woodlands of Port Austin (the "Condominium", "Project", or "Condominium Project") shall, after its establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act and other applicable laws, and to the covenants, restrictions, conditions, uses, limitations, and affirmative obligations set forth in this Master Deed and **Exhibits "A" and "B"** hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises (defined below), their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

2. **ARTICLE 1 TITLE AND NATURE**, is deleted and restated as follows:

ARTICLE 1

TITLE AND NATURE

The Condominium Project shall be known as The Woodlands of Port Austin, Huron County Condominium Subdivision Plan N. 028. The Condominium Project is established in accordance with the Act. The Condominium Project shall consist of 45 Units, each of which shall be detached building sites and each which is intended for separate ownership and use and shall be known as a Unit (as further defined below). The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as "**Exhibit "B"**" hereto. Each Unit is established for residential purposes only and is capable of individual utilization by the Co-Owner (defined below) on account of having its own entrance from and exit to a Common Element (defined below) of the Condominium Project. The Developer is under no obligation to construct any building or other improvements upon any Unit. All buildings and improvements to be constructed upon a Unit shall comply with the Architectural Review and Control Standards and the Building and Use Restrictions set forth in Articles 6 and 7 of the Condominium Bylaws. Each CO-Owner of the Condominium Project shall have an exclusive right to his or its Unit and shall have undivided and inseparable rights to share with other Co-Owners the Common Elements of the Condominium Project as are designed by the Master Deed.

3. **DEFINITIONS**, is deleted and restated in full as:



DEFINITIONS

Certain terms are utilized not only in the Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments including but not limited to, the Articles of Incorporation, Bylaws, and rules and regulations of The Woodlands of Port Austin, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interest in the Condominium Project. Wherever used in these documents or any other pertinent instruments, the terms set forth below shall define as follow:

4. Section 3.2, is deleted and restated as follows:

3.2 Association "Association" means The Woodlands of Port Austin, the non-profit corporation organized under Michigan law of which all Co-Owners shall be members, which corporation shall administer operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercised by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

5. Section 3.8, is deleted and restated as follows:

3.8 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Woodlands of Port Austin as a condominium project established in conformity with the provisions of the Act.

CONDOMINIUM BYLAWS - Exhibit A to the Master Deed:

1. Caption **PTE. AUX BARQUES BEACH CLUB CONDOMINIUM** is deleted and restated in full as follows:

THE WOODLANDS OF PORT AUSTIN

2. Section 1.1 is deleted and restated in full as follows:

1.1 Formation: Membership. The Woodlands of Port Austin, is a residential condominium project located in the Township of Port Austin, County of Huron, Michigan shall be administered by an association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized by the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed these Bylaws, the Articles of Incorporation, Bylaws and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute the Bylaws



LIBER 1043

PAGE 795

referred to in the Master Deed and required by Section 3 (B) of the Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership; provided, however, that no contractor or builder (other than the Developer) who purchases for resale shall be deemed a Co-owner entitled to membership. In the event of a contractor or builder described above shall be deemed the Co-owner and entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance of his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or in the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

3. Section 1.3D is deleted and restated in full as follows:

D. Annual Meeting. There shall be an annual meeting of the members of the Association commencing with the first annual meeting held as provided in Section 14.1. Other meetings may be provided for in the Bylaws of The Woodlands of Port Austin condominium Association, a Michigan non-profit corporation (the "Association Bylaws"). Notice of time and place and subject matter of all meetings shall be given as provided in the Association Bylaws.

RATIFICATION

Except as expressly amended by this Amendment, the Master Deed, including the Bylaws and Condominium Subdivision Plan, and each and every one of its terms and conditions are hereby ratified and reconfirmed, shall remain unchanged and in full force and effect and are incorporated herein by reference as though herein set forth in full.

Developer:

Pte. Aux Barques Development, Inc.
A Michigan Corporation

By: William L. Serra
William L. Serra, President

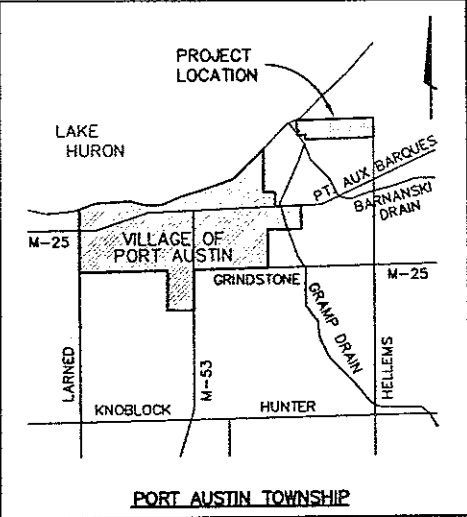
REPLAT #2
HURON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 028

EXHIBIT "B" TO THE MASTER DEED OF
WOODLANDS OF PORT AUSTIN

PART OF THE NE 1/4 OF FRACTIONAL SECTION 29, T19N-R13E,
PORT AUSTIN TOWNSHIP, HURON COUNTY, MICHIGAN.

DEVELOPER:
PT AUX BARQUES DEVELOPMENT INC.
2732 ARROWWOOD COURT
STERLING HEIGHTS, MICHIGAN 48314

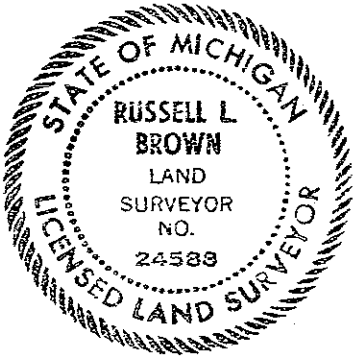
SURVEYOR:
HURON SURVEYING, INC.
255 EAST HURON AVE
BAD AXE, MICHIGAN 48413



LOCATION MAP
NO SCALE

CURRENT DEVELOPMENT LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF FRACTIONAL SECTION 29, T19N-R13E, PORT AUSTIN TOWNSHIP, HURON COUNTY, MICHIGAN; THENCE S00°13'27"E 660.32 FEET ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 29; THENCE S88°44'40"W 2322.77 FEET; THENCE N00°00'00"E 150.00 FEET PARALLEL WITH THE N-S 1/4 LINE OF SAID SECTION 29; THENCE S88°44'40"W 300.00 FEET; THENCE N00°00'00"E 45.25 FEET ALONG THE N-S 1/4 LINE OF SAID SECTION 29; THENCE N33°27'00"E 110.94 FEET; THENCE N26°56'00"W 135.00 FEET; THENCE N00°00'00"E 243.98 FEET ALONG THE N-S 1/4 LINE OF SAID SECTION 29; THENCE N88°33'53"E 2620.38 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29 TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD. BEING IN AND A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 29, T19N-R13E, AND CONTAINING 38.30 ACRES OF LAND MORE OR LESS.



INDEX OF SHEETS

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN (PART 1)
4. SITE PLAN (PART 2)
5. UNIT DIMENSIONS (PART 1)
6. UNIT DIMENSIONS (PART 2)
7. LIMITED COMMON (PART 1)
8. LIMITED COMMON (PART 2)
9. UTILITY PLAN (PART 1)
10. UTILITY PLAN (PART 2)

COVER SHEET

PROPOSED JANUARY 01, 2004

Wilcox Professional Services ISO 9001 CERTIFIED	ENGINEER	ROB D. STIVERSON	
	SURVEY	RLB	11/12/02
	DRAWN	MAH	4/07/04
	CHECKED	RLB	4/08/04
	APP'D		
SCALE		1" = 100'	
WOODLANDS OF PORT AUSTIN CONDOMINIUMS PORT AUSTIN TOWNSHIP HURON COUNTY, MICHIGAN		PROJECT NUMBER	2004-322
		SHEET	1 OF 10

Russell L. Brown
RUSSELL L. BROWN
REGISTERED LAND SURVEYOR
REGISTRATION NO. 24588

LIBER 1043
PAGE 797



STATE OF MICHIGAN)

:SS.

COUNTY OF Macomb)

The foregoing instrument was acknowledged before me this 23 day of March, 2004,
by William L. Serra, the President of Pte. Aux Barques Development, Inc., a Michigan
corporation, on behalf of the corporation.

Notary Public, Macomb County, MichiganMy commission expires: 2-2-08

Prepared by:
David Worden (P58902)
David Worden P.L.L.C.
7341 Bernice
Center Line, MI 48015
(586) 755-7401

CHRISTOPHER J. RIDER
Notary Public, Macomb County, MI
My Commission Expires Feb. 2, 2008



3.20 **Pool**. "Pool" means the pool located within the Clubhouse, reserved for use by the Co-owners of Pte. Aux Barques Beach Club.

3.21 **Entrance Gate**. "Entrance Gate" means the gate installed at the front entrance of Pte. Aux Barques Beach Club.

3. Section 4.1M, is deleted and restated in full as follows:

M. **Parks**. The 4 areas and all structures and improvements located within the Parks as designated on the Condominium Subdivision Plan reserved for use by the Co-owners of Pte. Aux Barques Beach Club.

4. The following subsections are added to Section 4.1:

Q. **Entrance Gate**. The Entrance Gate at the entrance to the Project at Hellems Road.

R. **Common Lighting**. Any common illuminating fixtures installed within the Condominium.

5. Section 4.2A is deleted and restated in full as follows:

A. **Yard Areas**. Each outdoor area within a Unit beyond any residence constructed in the Unit is a Limited Common Element limited to the use of the Unit in which it is located. The Condominium Subdivision Plan delineates certain areas as being the limits within which building improvements may be constructed. All structures and improvements shall be confined to those building areas. After a residence and other permitted structures are built within a Unit, all areas beyond the improvements are deemed to be the "yard" and a Limited Common Element appurtenant to that Unit.

6. Section 4.2C, is deleted and restated in full as follows:

C. **Driveways**. Each driveway within a Unit shall be limited to the use of the Co-owner of the Unit in which the driveway is located, except that the Co-owners of Units 28 and 29 shall share a driveway.

7. Section 4.3A is deleted and restated in full as follows:

In addition, certain areas are shown in the Condominium Subdivision Plan as being wetlands. No construction of regulated activity shall be undertaken in any wetland without any approval required by the Michigan Department of Environmental Quality and/or the United States Army Corps of Engineers under applicable statutes and regulations.

8. Section 4.3A(iii) is deleted and restated in full as follows:

(iii) **Driveways.** Each Co-owner shall be entirely responsible for arranging and paying for all costs of maintenance, repair and replacement of the driveway in the Co-owner's Unit except that the Co-owners of Units 28 and 29 shall each be responsible for 50% of such costs with respect to the shared driveway of Units 28 and 29.

9. The following sentence shall be added to the end of the existing paragraph in Section 4.3B:

All repair, maintenance and replacement of any portion of the irrigation system which serves the General Common Elements shall be performed by and at the expense of the Association including the repair, maintenance and replacement of those portions of the irrigation system which lie within a Unit and its Limited Common Elements.

10. Section 7.1 is deleted and restated in full as follows:

7.1 Convertible Area.

(a) The Developer reserves the right for a period of time expiring 6 years from the date of recording of this Amendment to the Master Deed to convert all or any portion of the General Common Elements designated as a "Convertible Area" or "Future Development" on the Condominium Subdivision Plan into Condominium Units by amendment duly recorded pursuant to the provisions of the Act, without the Consent of any Co-owner, mortgagee, or other interested person. The area marked "Convertible Area" on the Condominium Subdivision Plan may be converted into 1 Condominium Unit. The area marked Future Development area on the Condominium Subdivision Plan may be converted into a maximum of 16 Condominium Units. All the improvements located in the Convertible Area or Future Development area shall be architecturally compatible, in the reasonable judgment of the Developer, with the existing structures located on other portions of the Condominium Project. All Co-owners, mortgagees and other interested persons are deemed to have unanimously consented to any amendment necessary to effectuate the foregoing and the proportionate reallocation of Percentages of Value among remaining Units which Developer or its successor may determine. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of signing and delivering such amendments to the Master Deed and all other Condominium Documents as may be necessary. This power shall be deemed to be coupled with an interest.

(b) The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Future Development area which is added to the Condominium that is not restricted exclusively to residential use.

11. Section 8.2 is deleted and restated in full as follows:

8.2 Right to Expand. Any other provision of this Master Deed notwithstanding, certain adjoining parcels may be added to the Project in the future, such parcels currently being owned by parties other than the Developer. Developer has entered into or may enter into agreements with certain adjoining landowners with respect to possible future expansion of the Project which may occur at the option of the Developer within a period ending no later than 6 years from the date of recording of this Master Deed. Additional Units, if any, will be constructed upon the following described land:

The South 1/2 of the West 651.03 feet of the South 1/2 of the NW 1/4 of the NE 1/4 of Section 29, T19N, R13E, Port Austin Township, Huron County, Michigan. Also commencing at the North 1/4 corner of said Section; thence South 660 feet; thence East 155 feet to the Point of Beginning; thence East 145 feet; thence North 150 feet thence West 145 feet; thence South 150 feet to the Point of Beginning. Also commencing at the central fractional section; thence North along the North and South 1/4 line 1110.47 feet to the Point of Beginning; thence North 198 feet along the North and South 1/4 line; thence North 88° East 651.08 feet; thence North 331.72 feet; thence West 496.03 feet; thence North 320 feet; thence East to the East 1/8 line; thence South along said 1/8 line 400.43 feet to abandoned railroad right of way; thence S73° West 1369.14 feet to the Point of Beginning.

12. Section 9.2A is deleted and restated in full as follows:

A. Access/Roadway Easement. Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for access to and utilization of the roadways within the Condominium Project. In addition, Developer hereby reserves for the benefit of itself, its successors and assigns, the right to create a perpetual easement for utilities and access to and utilization of the drives and roadways within the Condominium Project for the real property immediately adjacent to and south of the Condominium Premises by creating a driveway and utility easement for the use and benefit of that property over a 66 foot wide right of way with its centerline located on the line dividing Unit 33 and Unit 34 connecting to the private drive immediately north of those Units and extending across the cul-de-sac and widening that existing private drive to be a 66 foot wide road by adding an additional 36 feet to its east side from the existing General Common Element which is marked as a park. In the event Developer, its successors or assigns, utilizes and/or connects with roadways located on the Condominium Premises for the benefit of other land, the Developer shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization or connections. All expenses of maintenance, repair and replacement of any roadways referred to in this subsection shall be shared by the Condominium Project and any developed portions of the lands which are served by such roadways. The Co-Owners of this Condominium Project shall be responsible from time to time for payment of a proportionate share of said expenses which shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium and the denominator of which is comprised of the numerator plus all other dwelling Units and building sites established on the land which benefits from such roadways. Without limiting the generality of the foregoing, Developer hereby reserves the right to grant a limited easement for ingress and egress

over a party of the Roadways in the Project in order to give access to the owners of certain land located to the north and/or south and/or east and /or west of the Project. The Developer reserves the right at any time prior to two years after the expiration of the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public any right of way as may be required by the local public authority as may be determined by the Association. Any right of way dedication may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to **Exhibit "B"** hereto, recorded in the Huron County Records. All of the Co-Owners and mortgagees of Units and other person interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed of effectuate the foregoing right of way dedication.

CONDOMINIUM BYLAWS - Exhibit A to the Master Deed:

1. Section 2.3A is deleted and restated in full as follows:

A. **Budget.** The Board of Directors of the Association shall establish an annual budget (the "Budget") in advance for each fiscal year and the Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that are maintained by the Association shall be established in the Budget and must be funded by regular payments as set forth in Section 2.4, below. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual Budget on a non-cumulative basis. The Association of Co-owners shall analyze the needs and requirements of the Condominium Project to determine if a greater amount shall be set aside or if additional reserve funds shall be established for other purposes from time to time. Upon adoption of the Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon the Budget. If the Board of Directors, at any time determines, in their sole discretion, that the assessments levied are or may prove to be insufficient (i) to pay the costs of operation and management of the Condominium; (ii) to provide repairs or replacements of existing Condominium Elements; (iii) to provide additions to the Common Elements not exceeding \$3,000 per year for the entire Condominium Project; or (iv) in the event of emergencies; then the Board of Directors shall have the authority to increase the general assessment or to levy additional assessments as it shall deem necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Article V hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this Article shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

2. Section 6.1 is deleted and restated in full as follows:

6.1 **Architectural Review Committee.** No Condominium Residence, fence, wall, outbuilding or other structure or exterior improvements shall be commenced, erected or maintained on any Unit or any Limited Common Element appurtenant thereto, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Unit shall have been submitted to and approved in writing by the Architectural Review Committee (the "Committee"). The Committee shall be composed of 1 to 3 people appointed by the Developer. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Developer. Each member of the Committee shall serve until he or she resigns or is replaced by a subsequent appointee. The Developer shall delegate or assign its power of appointment of Committee members to its successors, assigns or to the Association after all Units in the Condominium have been sold to persons other than builders. The Developer may make such delegations at any time sooner in its sole discretion. The Committee shall have the sole power to approve or disapprove of all plans and specifications for development and improvement of a Unit including the granting of a variance to any of the building and use restrictions stated in these Bylaws. Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications or the granting of a variance to any of the building and use restrictions of these Bylaws.

3. Section 7.3 is deleted and restated in full as follows:

7.3 **Residential Use.** All Units shall be used for residential purposes only and the appurtenant Common Elements shall be used only for purposes consistent with residential use including associated recreational uses. Each Condominium Residence shall be designed and erected for occupation by a single family. Rental of homes is a permissible residential use.

4. Section 7.4 is deleted and restated in full as follows:

7.4 **Leasing and Rental.**

A. A Co-owner may not lease the Co-owner's Unit unless the Unit is leased only through Developer or a leasing agent which has been approved by the Developer and upon such rules and regulations as Developer may require in the Developer's sole discretion. The rights of the Co-owner with respect to the General and Limited Common Elements shall apply to the lessee while they are leasing the Unit.

B. A Co-owner may lease or rent the Co-Owner's Unit for the residential use. No Co-owner shall lease or rent less than an entire Unit in the Condominium nor shall any Co-owner lease or rent any unit for an occupancy period of less than 1 day. The terms of all leases, rental agreements, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease or rent any number of Units in the Condominium in its discretion.

C. The leasing of Units in the Project shall conform to the following provisions:

1. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements and occupancy agreements shall state this requirement.

2. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

ii. The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association if the Co-owner believes that a violation has not occurred.

iii. If, after 15 days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner, jointly and severally, for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

3. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement or to the Co-owners rental agent and the tenant or rental agent after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not constitute a breach of the rental agreement or lease of the tenant.

5. Section 7.6 is amended to add the following language to the end of the Section:

All home designs shall include an attached garage to hold at least 2 but not more than 4 motor vehicles for family and residential recreational use.

6. Section 7.15 is deleted and restated in full as follows:

7.15 Construction Activity and Environmental Controls. Certain areas within the Project as shown in the Condominium Subdivision Plan are protected for environmental reasons and are designated as being a "Preserved Area". No improvements or clearing of the land shall occur on any Preserved Area within the Condominium without the approval of the Association and such approvals as may be required from the Michigan Department of Environmental Quality and United States Department of Army Corps of Engineers under applicable statutes and regulations. In addition to the soil erosion and storm water protection measures required by law,

all soils distributed by construction with 20 feet of the Lake or river area must be covered with hay or straw. Such measures shall be maintained until permanent ground cover has re-established over disturbed soils.

CONDOMINIUM SUBDIVISION PLAN - Exhibit B to the Master Deed:

Condominium Subdivision Plan sheets 1-10 of the Condominium Subdivision Plan are deleted and replaced in full with the attached Sheets 1-10 labeled Replat #1, Huron County Condominium Subdivision Plan No. 028 prepared by Osminsky & Associates.

RATIFICATION

Except as expressly amended by this Amendment, the Master Deed, including the Bylaws and Condominium Subdivision Plan, and each and every one of its terms and conditions are hereby ratified and reconfirmed, shall remain unchanged and in full force and effect and are incorporated herein by reference as though herein set forth in full.

Developer:

Pte. Aux Barques Development, Inc.
a Michigan corporation

By: William L. Serra
William L. Serra, President

STATE OF MICHIGAN)
 : ss.
COUNTY OF Huron)

The foregoing instrument was acknowledged before me this 11 day of November, 2002, by William L. Serra, the President of Pte. Aux Barques Development, Inc., a Michigan corporation, on behalf of the corporation.

Elizabeth A. Polega

Notary Public, Huron County, Michigan
My commission expires: 11-5-05

Prepared by:
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ELIZABETH A POLEGA
Notary Public, Huron County, MI
My Commission Expires Nov 5, 2005

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