

SECOND AMENDED AND RESTATED MASTER DEED

[This document replaces the former Master Deed but incorporates the previous Amended Master Deed.]

This Second Amendment to Master Deed of Riverbend Pointe Condominium, a Condominium Project, is made and executed on this Seventeenth day of January 1997 by Samotis Developers Inc., a Michigan Corporation (the Developer), whose principal office is located at 4632 Johnson Road, Oscoda, Michigan 48750, represented herein by its Secretary, Mary Jo Samotis who has authority to execute documents on behalf of the Developer and is fully empowered and qualified to execute this Second Amended and Restated Master Deed.

WHEREAS, Riverbend Pointe Condominium (the Project) was established by recording the Master Deed of Riverbend Pointe Condominium made and executed on the 12th day of August, 1991, and recorded on August 12, 1991 in Liber 413, Pages 1-5 1, Iosco County, Michigan records (the Master Deed), establishing the real property described in Article I of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the Michigan Condominium Act); and

WHEREAS, the Developer wishes to amend the Condominium Documents to change the horizontal and vertical limits of ownership for each unit, to change the designation of certain roads, to add certain easements and certain common elements to the property, to completely restate and replace the prior Master Deed, and to modify certain provisions of the Master Deed and the Condominium By-Laws; and WHEREAS, the Developer has previously amended the Master Deed and wishes to incorporate that Amendment into this Restated Master Deed; and

WHEREAS, the Developer desires to exercise its right to amend the Master Deed pursuant to Article XI, Paragraph 11.1(a) of that Deed and Section 90(1) of the Michigan Condominium Act, which states the right of a Developer to amend when an amendment does not materially alter or change the rights of the co-owners;

NOW, THEREFORE, the Riverbend Pointe Condominium Master Deed is amended as follows:

ARTICLE I NATURE OF PROJECT

1.1 Nature of Project

The units which comprise the Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in Replat No. 1 of Losco County Condominium Subdivision Plan No. 21. The Project shall consist of forty-nine (49) units, each of which contains a building site and each of which is intended for separate ownership. Each Unit is capable of individual utilization having its own access to the Common Elements of the Project. Until the recording of the "as built Subdivision Plan, the Developer reserves the exclusive right to change or modify the size and/or location of any Unit and/or Common Element or to otherwise amend the Condominium Documents without the consent of any Co-owner so long as such changes or amendments do not unreasonably impair or diminish the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit.

1.2 Co-owner Rights

Each Co-owner in the Project will have a particular and exclusive property right to his Unit, and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Second Amended and Restated Master Deed.

ARTICLE II LEGAL DESCRIPTION

2.1 Legal Description

The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

Part of Government Lot 8, Section 33, Town 24 North, Range 9 East, Oscoda Township, Iosco County, Michigan, described as follows: Commencing at the South $\frac{1}{4}$ corner of said Section 33, thence South 89°48'30" East, along the South Section Line, 843.25 feet to the Point of Beginning, thence continuing South 89°48'30" East 52.94 feet, thence along the Westerly Bank of the Bayou, North 04° 10'30" West 148.38 feet, thence North 02°33'00" East 108.94 feet, thence North 20°26'00" East 153.20 feet, thence North 47°57'30" East 338.56 feet, thence leaving said Bayou Traverse, North 60°30'30" East 236.48 feet, thence North 73°30'30" East 272.61 feet, thence North 58°38'00" East 218.68 feet to a point on the Westerly Bank of the AuSable River, thence along said river bank traverse, North 39°40'15" West 165.06 feet, thence leaving said river bank traverse, South 77°36'19" West 396.60 feet, thence North 79°46'07" West 70.68 feet, thence North 06°25'00" West 421.05 feet, thence North 83°35'00" East 288.94 feet to a Point on said westerly river bank, thence along said AuSable river bank traverse, North 21°33'20" West 175.00 feet, thence North 28°03'40" West 170.00 feet, thence North 10°25'40" West 160.00 feet, thence North 04°02'20" East 272.55 feet, thence North 06°14'00" West 256.86 feet, thence North 27°55'35" West 199.54 feet, thence North 53°04'15" West 240.33 feet, thence North 81°48'55" West 101.24 feet to a point on the Easterly line of the Detroit and Mackinaw Railroad, thence leaving said river bank traverse and along said railroad right-of-way, South 06°45'55" West 1880.88 feet to the P.C. of a curve to the left with radius of 1896.35 feet, thence along the arc of said curve a distance of 747.01 feet, the long chord being South 04°32'54" East 742.23 feet to the P.T. of said curve, thence South 15°48'30" East 171.61 feet to the point of beginning. Said parcel to extend to the water's edge of the Bayou and the AuSable River and contains 29.52 acres of land more or less,

together with the non-exclusive easements for ingress and egress to the above-described property, together with and subject to the other easements shown on replat no. I of the Condominium Subdivision Plan No. 21, or of record or otherwise described and/or reserved in the condominium documents.

ARTICLE III DEFINITIONS

3.1 Definitions

Certain terms are utilized not only in this First Amended Second Amended and Restated Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Bylaws and Rules and Regulations of the Riverbend Pointe Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

(a) Act

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

(b) Association

"Association" means Riverbend Pointe Condominium Association, the Michigan nonprofit corporation organized under the laws of Michigan, of which all Co-owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. The Co-owners may by a two-thirds (2/3) vote after the Development Period has expired designate a different Michigan nonprofit corporation or unincorporated association as the "Association".

(c) Bylaws

"Bylaws" means Exhibit "A" attached hereto which forms a part of this Second Amended and Restated Master Deed. "Bylaws" also may mean the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act, as the context suggests.

(d) Common Elements

"Common Elements" where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A common element will not be separable from the Condominium Unit or Units to which it is appurtenant.

(e) Condominium Documents

"Condominium Documents" means and includes this Second Amended and Restated Master Deed and Exhibits "A", "B" and "C" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

(f) Condominium Property

"Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(g) Condominium Subdivision Plan

"Condominium Subdivision Plan" means Exhibit "B" attached hereto.

(h) Condominium Unit

"Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Second Amended and Restated Master Deed.

(i) Co-owner

"Co-Owner" means the person, firm, corporation, partnership, synonymous with the term "Co-Owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(j) Developer

"Developer" means Samotis Developers, Inc., a Michigan corporation, which has made and executed this Second Amended and Restated wherever used in the Condominium Documents, unless specifically stated otherwise.

(k) Development Period

"Development Period" means the period commencing with the recording of the Second Amended and Restated Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VI hereof, or until the Developer has sold the forty-nine (49) units in the Project and/or in the area of future development contemplated by Article VI (whether or not added to the Project or developed as separate condominium projects), whichever is longer, provided the period will in no event exceed ten (10) years.

(l) First Annual Meeting

"First Annual Meeting" means the initial meeting at which nondeveloper Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meet-Such meeting is to be held (a) in the Developer's sole discretion after fifty percent (50%) of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to Article VI hereof will be included in the calculation of the number of Units which may be created.

(m) General Common Elements

"General Common Elements" means those Common Elements of the Project described in Section 4.1 which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(n) Limited Common Elements

"Limited Common Elements" means those Common Elements of the Project described in Section 4.2 which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(o) Second Amended and Restated Master Deed

"Second Amended and Restated Mater Deed" means this instrument, together with the exhibits attached hereto and al amendments thereof, by which the Project is submitted to condominium ownership.

(p) Percentage of Value

"Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owners's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(q) Project

"Project" or "Condominium" means Riverbend Pointe Condominium, a condominium development established in accordance with the provision of the Act.

(r) Transitional Control Date

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

Whenever any reference herein is made to one gender, the same will include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular or plural, a reference will also be included to the the the where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

4.1 General Common Elements

The General Common Elements are:

(a) Land

The land described in Article II hereof (other than that portion described in Section 5.1 and Exhibit "B: as constituting the Condominium Units), including easement interests of the Condominium in the land provided to it for ingress and egress, if any;

(b) Improvements

All roads and other surface improvements not located within the boundaries of a Condominium Unit, including the entrance sign and fences. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

(c) Electrical

The electrical transmission systems throughout the Project up to, but not including, the point of lateral connection for service to each residence that now or hereafter is constructed within the the boundaries of a Unit, together with common lighting for the Project if any is installed;

(d) Telephone

The telephone system throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(e) Telecommunications

The telecommunications system, if and when it may be installed, up to and including, the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(f) Gas

The gas distribution system throughout the Project up to the point where the service is stubbed for connection with each residence within the boundaries of a Unit;

(g) Miscellaneous

All other Common Elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Condominium Unit,

and which are intended for common use or are necessary to the existence, upkeep or safety of the Project;

(h) Easements

The easements described in Article II above and elsewhere within the Condominium Documents.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4.2 Limited Common Elements

Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Subterranean Land

The land located within Unit boundaries, from and below a depth of 50 feet below the lowest unaltered grade on each Unit, as shown on the Subdivision Plan attached as Exhibit B;

(b) Utility Services

The pipes, ducts, wiring and conduits supplying electricity, telephone, and/or other utility service to a Unit, from the point of lateral connection with a utility line or system owned by the local public authority or company providing the service, or owned and maintained by the Association;

(c) Sanitary Disposal Systems

The sanitary disposal systems (including septic tanks and drain fields), which are limited in use to the Units served thereby, to the extent not fully contained within a Unit.

(d) Water Wells

Any water wells located on a Unit serving only the residence on that Unit;

(e) Miscellaneous

Any other improvements constructed by the Developer and designated as Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Second Amended and Restated Master Deed made by the Developer.

4.3 Maintenance

Each Co-owner will be responsible for all costs of maintenance, repair and replacement of the landscaping and plantings, and all other improvements within a Unit. The appearance of all buildings, garages, patios, decks, porches, landscaping, plantings, and other improvements within a Unit for which an Owner has maintenance, repair and replacement responsibility shall be subject to the ongoing approval or disapproval of the Association, except that the Association may not disapprove an improvement constructed or maintained by the Developer.

If a Co-owner fails to maintain any improvement to reasonable standards established by the Association, the Association will have the right to take such action as it deems appropriate to bring the improvements up to the required standards and to charge the cost thereof to the Co-owner. The Association will in no event be obligated to maintain, repair or replace any improvement for which the Co-owner is otherwise responsible. If any Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within the Co-owner's 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, at the option of the Association, may be specially assessed against such Unit or Units.

The costs of maintenance, repair and replacement of all General Common Elements described above will be borne by the Association except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, licensee, invitee, family member, guest, or pet.

4.4 Power of Attorney

All of the Co-owners and mortgagees of Unites and other persons interested in the Project from time to time by acceptance of deed, mortgage, land contracts or other conveyance do hereby irrevocably appoint the Developer during the Developer Period, and thereafter the Association, as agent and attorney connection with all matters concerning the several the general common elements and their respective interests in the foregoing general elements.

4.5 Condominium Unit Use. Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto.

ARTICLE V DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units

A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the Unit itself, is set forth in the Condominium Subdivision Plan as surveyed by Miller Land Surveys, registered land surveyor. Each Unit will consist of the land contained within the Unit boundaries as shown in Exhibit "B" delineated by the heavy outlines, to a depth of fifty (50) feet, together with all appurtenances thereto.

5.2 Percentage of Value

The percentage of value assigned to each Unit will be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote in the meetings of the Association. The total value of the Project is one hundred percent (100%).

ARTICLE VI EXPANSION OF CONDOMINIUM

6.1 Area of Future Development

The Condominium Project established pursuant to the initial Master Deed consists of 49 Units and may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 300 Units. The Project may be expanded without adding additional Units. The expansion, with or without additional Units will be established upon all or some portion or portions of the following described land not included in the Project:

That part of Government Lot 1 of Section 33, T24N, R9E, Oscoda Township, Iosco County, Michigan bounded on the West by the Old Channel of the AuSable River and on the East by the New Channel of the AuSable River,

AND

That part of the N.E. Fractional $\frac{3}{4}$ of Section 4, T 23 N, R 9 E, AuSable Township, Iosco County, Michigan bounded on the South and West by the Old Channel of the AuSable River and on the East by the New Channel of the AuSable River.

Situated in the Township of Oscoda, Iosco County, Michigan

All that part of the Section 33, Township 24 North, Range 9 East, described as follows: Beginning at the South $\frac{1}{4}$ post of said section, running thence South $89^{\circ}49'40''$ East along the South line of said section 775.21 feet to the Westerly right of way line of the Detroit and Mackinac Railway Co.; thence North $15^{\circ}59'36''$ West along said Westerly right of way line of said railway 157.15 feet to a point of curve to the right, said curve having a chord distance of 763.69 feet and a radius of 1,943.08 feet; thence along the Westerly right of way line of said railway and the arc of said curve to the right 768.70 feet to the point of tangency; thence North $06^{\circ}39'05''$ East along said Westerly right of way line of said railway to the center thread of the AuSable River; thence upstream along said center thread to a point South $89^{\circ}49'40''$ East, 66 feet from the North and South $\frac{1}{4}$ line of said sections; thence South $00^{\circ}37'55''$ West to an iron rod near the Southerly bank of the AuSable River; thence South $00^{\circ}37'55''$ West, 1,476.00 feet; thence North $89^{\circ}49'40''$ West, 66 feet to the North and South $\frac{1}{4}$ line of said section; thence South $00^{\circ}37'55''$ West 500.02 feet to the place of beginning. Being part of Government Lot 8, Section 33, Township 24 North, Range 9 East.

(hereinafter referred to as "area of future development").

6.2 Increase in Number of Units

Any other provisions of this Second Amended and Restated Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six years after initial recording of

this Second Amended and Restated Master Deed, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the residences and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

6.3. Expansion Not Mandatory

Nothing herein contained will in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Second Amended and Restated Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

6.4 Redefinition of Common Elements

The amendment or amendments to the Second Amended and Restated Master Deed by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by the amendment. In connection with any such amendments), 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 purposes of this Article.

6.5 Additional Provisions

The amendment or amendments to the Master Deed by the Developer to expand the Condominium will also contain such provisions as Developer may determine necessary or desirable i) to make the Project contractible and/or convertible as to portions or all of the parcel or parcels being added to the Project, (ii) to create easements burdening or benefitting portions or all of the parcel or parcels being added to the Project, and/or (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 reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added to the Project.

6.6 Consent of Interested Parties

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to such amendment or amendments to this Second Amended and Restated Master Deed to effectuate the purpose and intent of this Article VI and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of rerecording the entire Second Amended and Restated Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Second Amended and Restated Master Deed, as amended, and the Exhibits hereto.

ARTICLE VII CONTRACTION OF CONDOMINIUM

7.1 Contractibility of Condominium

Any other provisions of this Second Amended and Restated Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years after initial recording of the Master Deed, be contracted in accordance with the provisions of the Act.

7.2 Area of Future Contraction

The land that may be withdrawn from the Condominium Project is generally described as all portions that remain undeveloped to the time of the contraction. For purposes of this section, "undeveloped" means a Condominium Unit on which no condominium residence has been built, or a common element that has not been improved and is not in use by Co-Owners.

7.3 Redefinition of Common Elements

The amendment or amendments to the Master Deed 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 necessary or desirable to adequately describe, serve, and provide access to the remaining parcels in the Project. In connection with any such amendments), 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 purposes of this Article.

ARTICLE VIII OPERATIVE PROVISIONS

Any expansion or contraction in the Project pursuant to the Articles above shall be governed in accordance with the provisions set forth below.

8.1 Amendment to Second Amended and Restated Master Deed and modification of Percentages of Value.

An increase or decrease in size of this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Second Amended and Restated Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Second Amended and Restated Master Deed. The precise determination of the readjustments in percentages of value will be made within the sole judgment of 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.

8.2 Consolidating Master Deed

A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of documents all successive stages of development. The Consolidating Master Deed, when recorded will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Second Amended and Restated Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Second Amended and Restated Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion or contraction of the Condominium Project occurs, no Consolidating Master Deed need be recorded.

ARTICLE IX EASEMENTS

9.1 Right-of-Way Easement

There are hereby created easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residences that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the Association as provided in the Condominium Documents. There also will exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

No easements created by or under the provisions of the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

9.2 Utility Easements

Developer hereby reserves for the benefit of itself, its successors and assigns perpetual easements to enter upon and cross the Condominium Property and lay pipes and cables and do all other things reasonably necessary to utilize, tap, tie into, extend and enlarge all utility service or lines located on the Condominium Property, including, but not limited to, electric, gas, telephone and telecommunications lines, without regard to whether the utilization is in connection with the Condominium Project. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property it will be obligated to pay all of the expenses reasonably necessary to restore the Condominium Property to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Property will be borne by all such persons proportionately based upon the ratio of the number of residences located upon the adjoining land to the total number of residences sharing the utilities.

Developer reserves the right during the Development Period to grant easements for utilities over, under and across the Condominium Property to appropriate governmental agencies or public utility companies and to transfer title to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by either a separate easement or document transferring title or by an appropriate amendment to the Master Deed. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage land contract or other conveyance do thereby irrevocably and unanimously consent to such easement, deed, document, amendment

or amendments of this Second Amended and Restated Master Deed to effectuate the foregoing easement or transfer of title.

9.3 Grant of Easements by Association

The Association is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the be necessary for the benefit of the Condominium or offer lands described in these Condominium Documents, subject, however, to the approval of the Developer so long as the Development Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

9.4 Easements for Maintenance, Repair and Replacement

The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

9.5 Telecommunications Agreements

The Association, subject to the Developer's approval during the Development Period, will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, cable television, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

9.6 Roadway Easement

Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the

Condominium Project, including the right to construct, improve, and use any unconstructed driveway identified on the First Replat of Losco County Condominium Subdivision Plan No. 21, for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property.

9.7 Miscellaneous Easements

The Condominium Property and the Units within it are both benefitted and burdened by a variety of easements, including easements providing access to and from the Condominium Property and easements in favor of utility companies and others. Many of these easements are referred to on page C-4 of Replat of No.1 of Losco County Condominium Subdivision Plan No. 21, which is attached to this Second Amended Master Deed.

9.8 Termination of Easements

Subject to the provisions of Section 7.1, Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Second Amended and Restated Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project or other development within the area of future development. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement will be effected by recording an appropriate amendment to this Second Amended and Restated Master Deed.

ARTICLE X UNIT IMPROVEMENTS OR ALTERATIONS

10.1 Unit Improvements or Alterations

The only Improvements permitted to be constructed within a Unit by any Co-owner other than the Developer is a single-family residence, accessory structures on vacant Units owned adjacent to, or directly across the street from Co-owners' single-family waterfront residence, and associated improvements as contemplated by the Condominium Bylaws.

A Co-owner may make improvements or alterations to the residence within a Condominium Unit that do not 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 Unit, subject to the approval of the Developer as provided in Article V of the Bylaws during the Development Period, and thereafter subject to the approval of the Association Architectural Committee.

[As amended by the Fourth Amendment (June 23, 2022)]

ARTICLE XI UNIT BOUNDARY RELOCATIONS

11.1 Unit Boundary Relocation

If the Developer is the owner of adjoining Condominium Units and desires to relocate the boundaries between those Units, then the Developer may, without the consent of other Co-owners or the Association, amend this Second Amended and Restated Master Deed to relocate such boundaries as desired by the Developer. If nondeveloper Co-owners owning adjoining Units, or a nondeveloper Co-owner and Developer owning adjoining Condominium Units desire to relocate the boundaries between those Units, then the Board of Directors of the Association shall, upon written application of the Co-owners, accompanied by the written approval of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Second Amended and Restated Master Deed duly relocating the boundaries.

11.2 Second Amended and Restated Master Deed Amendment

An amendment to this Second Amended and Restated Master Deed relocating Unit boundaries will identify the Condominium Units involved; will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof; will contain conveyancing between those Co-owners; will reassign the aggregate percentage of value assigned to those Condominium Units in Article V between those Condominium Units if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 12.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 12.1(j).

ARTICLE XII SUBDIVISION OF UNITS

12.1 Unit Subdivision

If the Developer desires to subdivide any Condominium Unit owned by Developer, then the Developer may amend this Second Amended and Restated Master Deed duly subdividing the Condominium Unit. If the Co-owner of a Condominium Unit desires to subdivide the Condominium Unit, then the Board of Directors of the Association shall, upon written application of the Co-owner, accompanied by the written approval of all mortgagees of the Unit, forthwith prepare an amendment to this Second Amended and Restated Master Deed duly subdividing the Condominium Unit.

12.2 Second Amended and Restated Master Deed Amendment

An amendment to this Second Amended and Restated Master Deed subdividing a Unit will identify the Condominium Unit being subdivided; will state that the Condominium Unit is being subdivided at the request of the Co-owner; will assign new identifying numbers to the new Condominium Units created by subdivision; will assign to those Condominium Units a percentage of value determined in accordance with Article V; and will be executed by the Co-owner of the Unit being subdivided. The new Condominium Units will jointly share all extent that an amendment will provide that portions of any Limited Common Element Amendment by the Association subdividing a Unit after notice given pursuant to Section 11.1(i) and payment of costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 11.1 (i).

ARTICLE XIII AMENDMENT

13.1 Amendment

Except as otherwise expressly provided in this Second Amended and Restated Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Second Amended and Restated Master Deed, including Exhibits "A" and "B" be amended, except as follows:

(a) No Material Change

Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-Owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change

Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. A co-owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to nondeveloper Co-owners, by consent established by the vote of the Co-owner by any voting method described in Article II of the Bylaws.

(c) Legal Compliance

Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the

Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-owner Consents

The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(e) Developer Rights to Amend

The restrictions contained in this Article XI on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Second Amended and Restated Master Deed, such as in Section 4.2 and Articles VI, VII, IX and X.

(f) Consolidating Master Deed

A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of documents all successive stages of development. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Second Amended and Restated Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Second Amended and Restated Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion, contraction or conversion of the Condominium Project occurs, no Consolidating Master Deed need be recorded.

(g) Power of Attorney

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Second Amended and Restated Master Deed to be made by the Developer or the Association respectively, including the Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer and/or the Association as agent and attorney for purpose of execution of such amendment or amendments to the Second Amended and Restate Master Deed authorized to be made by the

Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(h) Developer Consent

This Second Amended and Restated Master Deed may not be modified during the Development Period without the written consent of the Developer.

(i) Notice

Co-owners and mortgagees of record in Iosco County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(j) Costs

A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration

(k) Recording

All amendments will be effective upon recording in the office of the Iosco County Register of Deeds.

(l) Binding

A copy of each amendment to the Second Amended and Restated Master Deed will be furnished to every Co-owner. However, any amendment to the the Second Amended and Restated Master Deed that is adopted in accordance with this Article will be binding upon al persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the Second Amended and Restated Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually received a copy of the amendment.

The Developer hereby incorporates the provisions of the Amendment to Master Deed previously recorded in Liber 444 at Pages 328 through 333. That prior amendment is attached as Exhibit "C".

ARTICLE XIV ASSIGNMENT

14.1 Assignment

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or things, may be assigned by Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Kent County Register of Deeds.

In all other respects other than as herein shown, the original Master Deed of Riverbend Pointe Condominium, including all attachments thereto, is hereby ratified and confirmed.

FIRST AMENDED AND RESTATED BYLAWS

[These Bylaws replace the former Article VI with new Articles VI, VII, and VIII, and renumber the Articles following Article VIII. There are no other changes.]

ARTICLE I ASSOCIATION OF CO-OWNERS

Riverbend Pointe Condominium, a residential Condominium Project located in the Township of Oscoda, Tosco County, Michigan, shall be administered by an Association of Co-owners known as "The Condominium Project". Riverbend Pointe Condominium Association, which shall be a nonprofit corporation, hereinafter called the "Association", organized under 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 Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act (Act 59, Public Acts of 1978, as amended ("The Act")), and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to 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 and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents. The purpose of these Condominium Bylaws is to govern the administration, maintenance, operation, construction and future use of the condominium.

ARTICLE II ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements.

All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments

Assessments shall be determined in accordance with the following provisions:

(a) Budget

The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such 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 must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be establish for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide for the replacement of existing

Common Elements, (3) to provide additions to the Common Elements not exceeding \$5,000 annually for the entire Condominium Project or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments

Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 50% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely 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.

Section 3. Apportionment of Assessments and Penalty for Default

Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a), above, shall be due as of the first day of each fiscal year and may be payable by Co-owners in 12 equal monthly installments due on the first day of each calendar month, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

The payment of an assessment shall be in default if such assessment, or any part thereof is not paid to the Association in full on or before the due date for such payment. Each installment in default shall bear cumulative late charges as follows: \$5 for tardiness of 6 to 10 days; \$10 for tardiness of 11 to 15 days; \$15 for tardiness of 16 to 20 days and \$20 for tardiness of 20 days to one month. The determination of tardiness

shall be as of the date received by the Association. The Association may, pursuant to Article X, Section 3 hereof, levy fines for the late payment in addition to such late charge, including the assessment of fines for chronic or continuing late payment of assessments. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner, including Developer, shall be personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney? fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use of Abandonment of Unit

No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement

(a) Remedies

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment and/or by foreclosure of the statutory lien that secures payment or assessments. In the event of default by and Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-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 such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress and egress in and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of both regular and special assessments in accordance with the provisions of Article X, Section 3 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings

Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right

to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time had any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of (1) any proceedings brought by the Association to foreclosure by advertisement of the lien for nonpayment of assessments, and (2) to a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection

The expenses incurred in collecting unpaid assessment, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its liens, shall be chargeable to Co-owner in default and shall be secured by the lien on the Unit.

Section 6. Liability of Mortgages

Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchasers at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Association Maintenance**Assessments**

As used in this Section, the term "completed residence" shall mean a Condominium Residence which has been issued a temporary or final certificate of occupancy by the Township of Oscoda. Even though a member of the Association, the Developer shall not be responsible, at any time, for payment of the monthly Association assessments for units owned by it. However, the Developer shall pay a proportionate share of the Association's current maintenance and administrative (excluding reserves) expenses for insurance, street maintenance, landscaping, sign lighting, snow removal, and the like. The Developer's proportionate share shall be based upon the ratio of all units owned by the Developer at the time the expenses is incurred to the total number of units in the Condominium. Except for units owned by the Developer on which there are completed residences, the Developer shall not be responsible for payment of any assessments for capital improvements, special assessments or contributions to the reserve fund. In addition, the Developer shall never be liable for any assessment, general or special, to buy any unit from the Developer or to finance any litigation or claims against the Developer.

Section 8. Co-owner's Responsibility for Association Assessments Before Certificate of Occupancy

Until a temporary certificate of occupancy is issued for a Condominium Residence within a unit, the co-owner shall not pay the full monthly Association assessment for the unit. However, the Co-owner shall pay all costs related to maintenance and liability within his unit and a proportionate share of the Association's current maintenance and administrative expenses outside of the unit. The Association's maintenance and administrative expenses may include, for example, snow removal, insurance, street maintenance, landscaping, sign lighting, and common area utilities, but not any contribution to the Association's reserve fund. The Co-owner's proportionate share of the Association's maintenance and administrative expenses shall be based upon the ratio of all units owned by the Co-owner at the time the expense is incurred to the total number of units in the Condominium.

Once a temporary certificate of occupancy is issued for a Condominium Residence, the Co-owner shall pay the full monthly Association assessment for that unit.

Section 9. Delinquent Assessment if Co-owner is Leasing

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. After receiving the notice from the Association, the tenant shall deduct from the rental payments due the Co-owner the arrearage and all future assessment as they fall due and pay them to the Association. These deductions from the rental payments shall not constitute a breach of the rental agreement or lease by the tenant.

Section 10. Personal Property Tax Assessment of Association Property

The Association shall be assessed as the person or entity in possession of any tangible personal property of the condominium owned or possessed in common by the Co-owners. Any such personal property taxes levied shall be treated as expenses of administration and paid by the Association.

Section 11. Real Property Taxes and Special Assessments

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

Section 12. Construction Lien

A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 13. Statement as to Unpaid Assessments

The purchaser of any Unit may request a statement from the Association as to the amount of any unpaid Association assessments, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement, the Association shall provide a written statement of any unpaid assessments which may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied and the purchaser shall not be liable for any assessments greater than the amount set forth by the Association in the written statement. If a purchaser fails to request in writing such a statement at least 5 days before the closing of the purchase of such Unit, any unpaid assessments and the lien securing the same shall be fully enforceable against the purchaser and the Unit itself.

ARTICLE III ARBITRATION

Section 1. Scope and Election

Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon and award pursuant to such arbitrations, and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief

In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts and resolve any such disputes, claims or grievances.

Section 3. Election of Remedies

Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Association Coverage

(a) Scope of Coverage

The Association shall carry fire and extended coverage, vandalism and malicious mischief, worker's compensation insurance, if applicable, for all the Common Elements in the Project and such other insurance for those areas within the Units which the Association has responsibility for as set forth in Article IV, Section 3(a) of the Master Deed. All insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees, as their interests may appear. The Association shall provide for, if requested, the issuance of certificates of mortgage endorsements to the mortgagees of Co-owners. The Association shall obtain coverage in an amount equal to the current insurable replacement value of the insured property, excluding foundation and excavation costs, as determined annually by the Board of directors of the Association. The Board shall consult with the insurance agents and representatives for the determination of replacement costs. All coverage shall contain appropriate inflation riders. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours.

(b) Premium Expenses

All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(c) Proceeds of Insurance Policies

Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees, as their interests may appear. The insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction.

(d) Authority of Association to Settle Insurance Claims

Each Co-owner shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the insurance of the Condominium Project including the adjustment and settlement of any losses or claims.

Section 2. Co-owner Coverage

After a Condominium residence has been built on a Unit, each co-owner shall obtain fire and extended coverage, vandalism, liability, and malicious mischief insurance for the Condominium residence and all other improvements constructed or to be constructed within the Unit. All such insurance shall be carried by each co-owner in an amount equal to the maximum insurance replacement value, excluding foundation and excavation

costs. In addition, each co-owner shall insure the personal property and contents within the Condominium residence and elsewhere within the Unit, and, also obtain coverage for alternative living expense and special assessments in the event of a fire. Under no circumstances shall the Association be responsible for obtaining any of the insurance coverage described in this Section 2.

Section 3. Waiver of Subrogation

The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair

If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage

If the damaged property is a Common Element or a residence, the property shall be rebuilt or repaired if it is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction

If the Condominium Project is so damaged that a residence is not tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in percentage of value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair or Reconstruction

Any reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan and the Condominium Bylaws and to a condition as comparable as possible to the condition existing prior to the damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair or Replacement

(a) Definition of Co-owner Responsibility

If there is damage to a residence or other improvement constructed within a unit which is the responsibility of a Co-owner to repair and replace, it shall be the responsibility of the Co-owner to replace or to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) Damage to Interior and Exterior of Unit

Each Co-owner shall be responsible for the replacement, repair, decoration and maintenance of the exterior and interior of the residence and garage constructed within their Unit, including, but not limited to, floor coverings, windows, window shades, draperies, doors, ceilings, interior trim, hardware, furniture, light fixtures and all appliances, whether free-standing or built-in. In addition, each co-owner shall be responsible for the replacement, decoration, repair and maintenance of those areas within the Unit specifically described in Article IV, Section 3(b) of the Master Deed.

Section 4. Association Responsibility for Repair

Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damages property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damages property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Timely Reconstruction and Repair

If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain

Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit

In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof; as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking of Common Elements

If there is any taking of any portion of the Condominium other than any Unit, the award for such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements. An affirmative vote of more than 50% of the Co-owners in number and in percentage of value shall determine whether or rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking

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

(d) Notification of Mortgagees

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

Section 7. Notification of FHLMC

In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon written request by FHLMC, the Association shall give it written notice of any loss to or taking of the Common Elements of the Condominium.

Section 8. Priority of Mortgagee Interests

Nothing containing in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI USE RESTRICTIONS

All units in the Condominium will be held used and enjoyed subject to the following restrictions:

[As amended by the Fifth Amendment (July 25, 2024)]

Section 1. Residential Use

The Units are for single-family residential purposes only. There will not exist on any Unit at any time more than one residence. HOWEVER, ADJOINING INTERIOR UNITS SHALL BE ALLOWED TO BUILD ONE RESIDENTIAL HOME ON TWO UNITS (LOTS). NO SURVEY WILL BE NEEDED AS UNITS (LOTS) ARE NOT BEING SPLIT OR DIVIDED. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half-way house, hospital, sanatorium or doctor's office or any multiple-family dwelling of any kind will be erected, placed permitted, or maintained on any Unit. No improvement or structure whatever, other than a first class private residence with attached garage for not less than two cars and not more than four cars may be erected, placed, or maintained on any Unit or Site except as provided in Section 6.8. No residence on any Unit will be used or occupied by other than a single family, its temporary guests and family servants and no residence on any Unit will be used for other than residential use.

[As amended by the Fifth Amendment (July 25, 2024) (remainder of Section I is unchanged)]

Section 2. Home Occupations

Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use i1 and only if the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, day care center, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association

Section 3. Letter and Delivery Boxes

The Developer will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes. Each Unit owner will either install his mailbox or pay the cost of the Co-owner's mailbox as reasonably determined by Developer.

Section 4. Lighting

No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Unit without consent from the Developer during the Development Period and thereafter from the Association.

Section 5. Signs

No signs or any advertising will be displayed on any Unit unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which will be approved by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

Section 6. Exterior Changes

A landscaping plan will be submitted to Developer in accordance with and be subject to Section 8.6 hereof. Any change in the physical appearance of the exterior of any residence as approved by the Developer for construction must have the prior written approval of the Developer during the Development Period and thereafter of the Association. This includes exterior colors of buildings and significant landscaping changes.

Section 7. Solar Panels

Solar panel installation and location must be approved in writing by the Developer prior to the construction during the Development Period and thereafter by the Association.

Section 8. Outbuildings and Structures

Except as provided in these Bylaws, other than a single family residence, accessory structures on vacant waterfront Units owned adjacent to or directly across the street from a Co-owners' single family residence, and associated improvements complying with this Article, no improvements are permitted, including but not limited to, a shed, a pole barn, a mobile home, a modular home, tent, shack, barn, storage shed, temporary building, outbuilding, guest house, playhouse or treehouse may be placed, erected or maintained on any Unit. Dog runs may only be constructed with the prior written approval the Developer during the Development Period and thereafter with the prior

written approval of the Association. No above-ground pools will be permitted on any Unit. All other pools and hot tubs must be approved by the Developer during the Development Period and thereafter by the Association in accordance with Section 7.5 and 7.6.

The Association shall establish an Architectural Committee in accordance with Article XVI, Section 40) of these Bylaws consisting of 2 members appointed by the Association, 2 members by the Successor Developers (Creature Comforts, LLC), and 1 member appointed by the Original Developer (Samotis Developers). purpose of the Architectural Committee is to approve plans for accessory structures to ensure the accessory structures do not impair or diminish the appearance of the Project before submission to Oscoda Township for approval under Article VI, Section 15 of these Bylaws.

[As amended by the Fourth Amendment (June 23, 2022) (remainder of Section 8 is unchanged)]

Tennis courts will be permitted with the prior written approval of the Developer during the Development Period and thereafter by the Association and may be limited or prohibited if the construction requires the removal of a significant number of trees or the Developer or the Association, in its sole discretion, determines that the tennis court may adversely affect other Units or the location on the Unit would not be appropriate.

Garages, which will be for the use only of the occupants of the residence to which they are appurtenant, must be attached to the residence and constructed in accordance with the plans approved in accordance with Section 7.6. No garage or other outbuilding will be placed; erected, or maintained upon any Unit except for use in connection with a residence on that Unit and subject to the limitations of these Bylaws.

Section 9. Fuel Storage Tanks

No oil or fuel storage tanks may be installed on any Unit.

Section 10. Animals

No animals, birds or fowl may be kept or maintained on any Unit, except up to two dogs, cats or pet birds which may be kept thereon as pets for the pleasure and use of the occupants. No animal may be kept or bred for any commercial purpose. No animals will be permitted that do not have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Unit, including within any residence. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be

registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper, including the prohibition of animals on any Unit.

Section 11. Garage Doors

For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

Section 12. Recreational and Commercial Vehicles

No house trailers, trailers, boats, camping vehicles, motorcycles, all terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Unit or adjoining areas, unless parked in a garage with the door closed or with the written consent of the Association. No inoperable vehicles at any time may be brought or stored upon any Unit, either temporarily or permanently, unless with a garage with the door closed. No trucks over 3/4 ton will be parked overnight on any Unit, except in an enclosed garage without the prior written consent of the Association. No snowmobile, motorcycles or all terrain vehicles will be used on any Unit or any part of the Condominium Property without the prior written approval of the Association. It shall be in the sole discretion of the Developer during the Development Period, and of the Association thereafter, whether a vehicle is a vehicle used primarily for general personal transportation.

Section 13. Nuisances

No owner of any Unit will do or permit to be done any act or condition upon his Unit which may be or is or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No weeds, underbrush, or other unsightly growth will be permitted to grow or remain upon any part of a Unit except to the extent it is natural undergrowth in a wooded area that the Co-owner does not disturb in the construction of the Co-owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-owner of any Unit will fail or refuse to keep a Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any Co-owner of any Unit fails to mow at least four times each growing season, and more frequently if necessary to maintain the area to be mowed at a level of no more than 4" average growth, then the Developer or the Association may enter upon the Unit and mow the Unit and such entry will not be a trespass; the Co-owner of the Unit will

reimburse the Developer or the Association all costs of such mowing. Any firewood stored within a Unit will be in limited and reasonable quantities and kept in a neat and orderly manner, all as may be further specified by the Association.

Section 14. Garbage and Refuse Disposal

All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week.

Section 15. Zoning

In addition to the restrictions herein, the use of any Unit and any structure or accessory structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Oscoda Township, Iosco County, Michigan, which is in effect at the time of the contemplated use or construction of any structure or accessory structure unless a variance for such use, structure, or accessory structure is obtained from the Zoning Board of Appeals of Oscoda Township and further there is obtained a written consent of the Association.

[As amended by the Fourth Amendment (June 23, 2022)]

Section 16. Mineral Extraction

No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Unit, nor will any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes.

Section 17. Changes in Common Elements

Except as provided in Section 8.6 with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the express written approval of the Association.

Section 18. Rules and Regulations

It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

Section 19. Rights of Access to Association

The Association or its duly authorized agents will have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances to any Unit and/or any residence or other improvement within a Unit and will not be liable to such Co-owner for any necessary damage to his Unit or any improvements thereon and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 20. Co-owner Maintenance

Each Co-owner will maintain his Unit and the improvements thereon and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner will also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-owner will be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there will be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner will bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V of these Bylaws.

Section 21. Enforcement

Failure to comply with any of the terms of the act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or rules and regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief; and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or rules and regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

ARTICLE VII BUILDING RESTRICTIONS

Section 1. Minimum Square Footage

No residence will be constructed without a fully enclosed area of less than one thousand, four hundred (1,400) square feet, exclusive of garage and open porches. The minimum square footage requirements shall apply to the first and second stories of a house, and not to any basement, bermed levels, and walk-out levels. The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of the square footage requirements.

Section 2. Driveway and Landscaping

No Unit will be used for residential purposes unless the driveway approach leading from the private road to the residence will be made of asphalt, concrete or brick. No driveway may be closer than 10 feet from the Unit boundary except the boundary adjoining the private road without prior written approval of the Developer during the Development Period and thereafter of the Association. Within six (6) months after the completion of construction of the residence on a Unit, the Unit, to the extent it does not then have natural cover in a similar type and to the same extent as it did before construction related activities began, will be graded, and will be either covered with four inches of fertile topsoil and supplied with sufficient perennial grass seed to seed the same or an alternate landscaping plan as approved by the Developer during the Development period and thereafter by the Association. All landscaping shall be subject to the approval of landscaping plans in accordance with Section 6 of this Article.

Section 3. Improvements and Landscaping Near Private Road

The Co-owner shall plant no trees or construct any fence or gate closer than thirty-three (33) feet from the centerline of the private road providing access to the Unit. The only improvements or landscaping permitted within such 33 feet shall be an approved driveway, mailbox, grass or other ground cover landscaping approved by Developer during the Development Period and thereafter by the Association. The Co-owner will remove any trees, whether existing or planted by the Co-owner, within said 33 feet as directed by Developer or the Association.

Section 4. Miscellaneous Provisions With Respect To Minimum Square Footage and Architectural Style

The height of any building will not be more than three stories. If any portion of a level or floor within a residence is below grade, all of that level or floor shall be considered a basement level. No geodesic dome, berm house, pre-fabricated or modular home, mobile home, tent, shack, barn, temporary building, outbuilding, or guest house will be erected on any of the Units without the prior written approval of the Developer during the Development Period and thereafter of the Association.

Section 5. Approval of Plans

The Developer in designing Riverbend Pointe, including the location and contour of the private road, has taken into consideration the following criteria:

(a) Riverbend Pointe is designed for residential living on large residential sites in a suburban atmosphere.

(b) The existing contour of the land and the existing vegetation should be preserved where practicable.

(c) The dwelling site on each of the Units should be located so as to preserve the existing contours and vegetation where practicable, and must be located within reasonable proximity to the approved sanitary disposal system location.

(d) The architecture of the dwelling and landscaping located on any Unit should be compatible and harmonious with the external design and general quality of other dwellings constructed and to be constructed within Project.

(e) The design and general quality of the construction shall be first class. Consequently, the Developer reserves the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these Bylaws as the Developer will deem necessary and proper. No building, wall, or other improvement or landscaping will be placed upon a Unit unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan including elevations have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Approved exterior materials include cedar, brick, field stone, drivit and any other material expressly approved by the Developer in writing. Flat roofs will be approved only in exceptional circumstances in the sole discretion of the Developer and the approved roof pitch is not less than a 7/12 pitch.

Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Along with the plans and specifications, the Co-owner will submit the name of its proposed builder for approval. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Property after construction or alteration to a condition satisfactory to the Developer. Developer may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail by either a licensed builder or architect or landscape architect in the case of landscaping. No landscaping may be commenced prior to submission and approval of landscaping plan by the Developer. Each such building, wall, or structure will be placed on a Unit only in accordance with the plans and specifications and plot plan as approved by the Developer. Refusal of approval of

any plans and specifications by the Developer may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seem sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of the Developer. If the Developer fails to approve or disapprove any plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that no building or other improvement will be made which violates any of these Bylaws. The Developer will not be responsible for any defects in plans or specifications approved by Developer or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 6. Approved Contractor and Time For Construction Process

All construction of all buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer and shall be done in accordance with plans approved pursuant to Section 7.5. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. In any event, all construction must be completed within three years of the date on which Co-Owner acquires an interest in the Unit, unless this provision is specifically modified in the purchase agreement between the Developer and the Co-owner, and nine (9) months from the start of construction, provided that the Developer may extend such time when in Developer's opinion conditions warrant an extension. Construction of all other improvements including pools and landscaping will be done by contractors approved in writing by the Developer.

Section 7. Damage to Private Road or Utilities

Any damage to any private road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer.

Section 8. Walls and Fences

No wall or fence of any height will be constructed in any Unit until after the height, type, design, and approximate location therefor will have been approved in writing by the Developer in its sole discretion during the Development Period and thereafter by the Association. The heights or elevations of any wall or fence will be measured from the existing elevations of the property at or along the applicable points or lines.

Section 9. Occupancy

No building erected upon any Unit will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No residence, when completed, will be in any manner occupied until made to comply with the approved plans and all of these Bylaws.

Section 10. Lot Development Plan

With the application to obtain a permit from the Iosco County Health Department ("County") for a septic tank and drain field, the Unit owner will submit to the County a lot development plan drawn to scale which will locate the Unit, private drives and right-of-ways, utilities, unit lines, building site and proposed well and septic location. As part of the application, the County may require a topographical map showing existing and proposed contours.

Section 11. Soil from Excavating

All soil to be removed from any of the Units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Unit Co-owner's expense.

Section 12. Water Systems

Water Systems. Individual water supply systems shall not be permitted on a Unit, and all Units shall connect to the municipal water supply from Iosco Township.

[As amended by the Fourth Amendment (June 23, 2022)]

Section 13. Septic Systems

Except as otherwise approved by the Developer, all septic systems and drain fields will be located on the Unit not closer than ten (10) feet to the Unit boundary line. It will be the responsibility of the Co-owner to install and maintain the septic system in good order and working condition and comply with all applicable governmental regulations and neither the Developer nor the Association will have any responsibility with respect to the septic system on any individual Co-owner's Unit. With the application to obtain a permit from the Iosco County Health Department for a septic tank and drain field, the Co-owner will submit to the Iosco County Health Department a lot development plan drawn to scale which will locate the unit, private drives and rights-of-way, utilities, unit lines, building site and proposed well and septic location. As part of the application the Iosco County Health Department may require a topographical map showing existing and proposed contours. Contour intervals shall not exceed two (2) feet. Site modification in the area of the initial and replacement wastewater disposal systems (drain fields) may be required by the Iosco County Health Department which would typically include soil removal and backfill with approved washed sand (2NS) or raised mound type systems.

Utility buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the Losco County Health Department.

Section 14. Paved Areas

All driveways, driving approaches, and off-street parking areas shall be surfaced with an asphalt, concrete, or brick pavement.

Section 15. Accessory Buildings

With respect to accessory structures permissible under Section 6.8 they shall be located on a vacant waterfront Unit owned adjacent to or directly across the street from the Co-owners' single-family residence and the following shall apply:

(a) Accessory structures shall have the same exterior construction as the resident with which they are associated.

(b) No previously used structures shall be moved on to any Unit and no used building materials shall be used in connection with the construction of any residence or accessory structure.

[As amended by the Fourth Amendment (June 23, 2022)]

Section 16. Electrical Utility Connections

Each Co-owner, at the time of completion of the construction of the residence upon the Co-owner's Unit, agrees to install conductors between the Unit and the Consumers Power terminal transformer, which conductor shall consist of three conductor cable for direct burial for single conductors and conduit with the installation of the type approved by the National Electric Code. This service shall be of a size and a capacity of not less than 200 amperes. Further, an entrance switch shall be installed in the residence having a capacity of not less than 100 amperes.

ARTICLE VIII SETBACKS AND BUILDING LINES

Section 1. Buildings

For the purpose of this Article VIII, building will mean the main residence, the garage, and related outbuildings and their projections such as eaves; bay, bow or oriel windows; exterior chimneys; covered porches; porticos; loggias; and the like, but will not include open pergolas, uncovered porches; open terraces; stoops; steps; or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of the main building.

Section 2. Setback Lines

No building will be erected on any other Unit nearer to the street line or to either side Unit boundary, or closer to the rear Unit boundary than permitted by the setback requirements of the zoning ordinance of Oscoda Township, Iosco County, Michigan, which is in effect at the time of the contemplated construction of any building unless a variance for such setback is obtained from the Zoning Board of Appeals of Oscoda Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. In the event that it is impracticable or would create a hardship to comply with these setbacks as to any corner Unit or odd-shaped Unit, then the Developer may specify front yard, side yard and rear yard depths and widths less than is required by these setbacks. Where one and one-half, two, or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the adjoining co-owners.

Section 3. Swimming Pools

Swimming pools will not be nearer than ten (10) feet to any Unit boundary and will not project with their coping more than two feet above the established grade. No above-ground swimming pools will be permitted.

Section 4. Walls and Fences

Walls and fences may be erected with the approval contemplated by Section 7.8.

ARTICLE IX LEASING AND RENTAL

Section 1. Right to Lease

A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association or the tenant is the purchaser under a binding purchase agreement to purchase the leased Unit with closing required within ninety (90) days. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium at its discretion for such term or terms as Developer determines.

Section 2 Leasing Procedures.

The leasing of Units in the Project will conform to the following provisions:

(a) A Co-owner, including the Developer, desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant of that Unit and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents, If Developer desires to rent Units before the Transitional Control Date, it will notify either the Advisory Committee or each Co-owner in writing.

(b) Tenants or non-Co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements will so state.

(c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

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

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

(iii) If after fifteen (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-Co-owner occupant and simultaneously for money damages in the same action against the Co-

owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(d) 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 and the tenant, after receiving the notice, will 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 will not constitute a breach of the rental agreement or lease by the tenant.

ARTICLE X MORTGAGES

Section 1. Notice to Association

Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance

The Association shall, if requested by a mortgagee, notify such mortgagee appearing in said book, of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3 Notification of Meetings

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

ARTICLE XI VOTING

Section 1. Vote

Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote

No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association, and is current in all assessments due prior to the date of the meeting. Except as provided in Article IX, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Article IX Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members, and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at the time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. Designation of Voting Representative

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

Section 4. Quorum

The presence in person or by proxy of 35% of the co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting

Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority

A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require each majority to be one of both number and value of designated voting representative present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE XII MEETINGS

Section 1. Place of Meeting

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting

The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Riverbend Pointe Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to the non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings

Annual meetings of members of the Association shall be held on the second Wednesday of September each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XIII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings

It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting

shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings

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

Section 6. Adjournment

If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business

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

Section 8. Action Without Meeting

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

solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees

The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, of a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice

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

ARTICLE XIII ASSIGNMENT OF FINES

Section 1. General

The violation by any Co-owner, occupant or guest, of any of the provisions of the Condominium Documents, including any duly adopted Rules and Regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his person actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures

Upon any such violation being alleged by the Board, the following procedures will be follows:

(a) Notice

Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be personally delivered or sent by first class mail, postage prepaid, to the Co-owner and to any tenant, if applicable.

(b) Opportunity to Defend

The Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten days from the date of the Notice of Violation set forth in (a) above.

(c) Default

Failure to appear or respond to the Notice of Violation in writing constitutes a default.

(d) Hearing and Decision

After a hearing conducted by the Board, the Board shall be majority vote of a quorum of the Board, decide whether a violation has occurred. If the Co-owner fails to appear for the hearing before the Board after proper notice, the board may proceed to conduct the hearing without the Co-owner. The Board's decision is final.

Section 3. Amounts

If the Board decides that the Co-owner has violated the Condominium Documents the Board in its discretion may levy fines as follows:

(a) First Violation. Up to a maximum \$50.00 fine.

- (b) Second Violation. Up to a maximum \$100.00 fine.
- (c) Third Violation. Up to a maximum \$500.00 fine.
- (d) fourth Violation and Subsequent Violations. Up to a maximum \$1,000.00 fine.

Section 4. Collection

The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities, late charges and other remedies, including foreclosure, set forth in the Condominium Documents.

ARTICLE XIV REMEDIES FOR DEFAULT

Any default by a Co-owner in complying with the Condominium Documents shall entitle the Association or another Co-owner to the following relief:

Section 1. Legal Action

Failure to comply with any of the provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief; foreclosure or lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if permitted by law, an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs

In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover all costs incurred by the Association as a result of the default and the actual attorneys' fees, not limited to statutory fees incurred by the Association as a result of the default. Costs and attorney fees incurred before initiation of the lawsuit may also be recovered by the Association.

Section 3. Removal and Abatement

The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have not liability to any Co-owner arising out of the exercise of its removal and abatement power.

Section 4. Assessment of Fines

The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of directors, of monetary fines for such violations in accordance with Article X of these Bylaws.

Section 5. Non-Waiver of Right

The failure of the Association or of any Co-owner to enforce any right, provision or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision or condition in the future.

Section 6. Cumulative Rights, Remedies, and Privileges

All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies.

Section 7. Enforcement of Provisions of Condominium Documents

A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XV AMENDMENTS

Section 1. Proposal

Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners, in writing and signed by them.

Section 2. Meeting

Upon the proposal of any amendments, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting

These bylaws may be amended by the Co-owners at any regular meeting, annual meeting or special meeting called for such purpose by an affirmative vote of 66 2/3% of all Co-owners in number and in percentage of value. No consent of the mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66 2/3% of the mortgagees shall be required with each mortgagee having one vote for each mortgage held.

Section 4. By Developer

Prior to the First Annual Meeting, these bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When effective

Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Iosco County Register of Deeds.

Section 6. Binding

A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these bylaws that is adopted in accordance with this Article shall be binding on all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors

The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors.

The first Board of Directors shall be composed of 3 person and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting

Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification to the Developer by the Co-owners of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all the Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to the non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units then own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

(d) Increase in Size of Board

As the size of the Association increases the number of Directors may be increased by amendment to these Bylaws to any odd number not exceeding 7. Any such amendment shall be consistent in principle with the foregoing provisions of this Section 2 and shall

be deemed to be one which does not materially alter or change the right of any Co-owner or mortgagee within the meaning of Article XII, Section 4 of these Bylaws.

Section 3. Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties

In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by

mortgage, pledge, or other lien, on property owned by the Association. provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

(k) To collect from each Co-owner his pro rata share of all assessments levied against the Association under the Riverbend Pointe Condominium Agreement for Planned Residential Development as defined in Article II of the Master Deed.

Section 5. Management Agent

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

Section 6. Vacancies

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

Section 7. Removal

At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting

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

Section 9. Regular Meetings

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

Section 10. Special Meetings

Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or secretary in like manner and on like notice on the written request of 2 Directors.

Section 11. Waiver of Notice

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

Section 12. Quorum

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

Section 13. First Board of Directors

The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors provided in the Condominium Documents.

Section 14. Fidelity Bonds

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

ARTICLE XVII OFFICERS

Section 1. Officers

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

(a) President

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

(b) Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) Secretary

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

(d) Treasurer

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

Section 2. Election

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

Section 3. Removal

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

Section 4. Duties

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

ARTICLE XVIII SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan."

ARTICLE XIX FINANCE

Section 1. Records

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

Section 2. Fiscal Year

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

Section 3. Bank

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

ARTICLE XX INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XXI COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, Rules and Regulations of the Association and the P.R.D. and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents or the P.R.D. conflict with the provisions of the Act, the Act shall govern.

ARTICLE XXII DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XXIII RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easement and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXIV SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable or any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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