

INFORMATION BOOKLET

FOR

AUSABLE-HURON CONDOMINIUM  
CAMPGROUND

A CONDOMINIUM PROJECT  
IN THE  
TOWNSHIP OF AUSABLE, IOSCO COUNTY,  
MICHIGAN

**INFORMATION BOOKLET**  
**FOR**  
**AUSABLE-HURON CONDOMINIUM CAMPGROUND**

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**CONDOMINIUM SUBDIVISION PLAN - REPLAT NO. 5**



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LIBER 1058 PAGE 331

*7-1058 P. 331-374*

**AMENDED, RESTATED AND CONSOLIDATING  
MASTER DEED  
FOR  
AUSABLE-HURON CONDOMINIUM CAMPGROUND**

This Amended, Restated and Consolidating Master Deed is made and executed on this 2nd day of August, 2012, by AuSable-Huron Condominium Campground Association, a Michigan non-profit corporation, hereinafter referred to as the "Association", whose post office address is 491 State Street, P.O. Box 278, Oscoda, Michigan 48750, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

**RECITALS:**

A. The Association is the administrator of AuSable-Huron Condominium Campground, a condominium established pursuant to the Master Deed thereof, recorded in Liber 338, Pages 827 through 868, First Amendment to Master Deed recorded in Liber 341, Pages 739 through 745, Second Amendment to Master Deed recorded in Liber 375, Pages 463 through 469, Third Amendment to Master Deed recorded in Liber 430, Pages 89 through 98, Affidavit of Amendment to Bylaws recorded in Liber 818, Pages 717 and 718, and Fourth Amendment to Master Deed recorded in Liber 1027, Pages 782 through 789, Iosco County Records, and known as Iosco County Condominium Subdivision Plan No. 5.

B. Pursuant to the affirmative approval of at least 66 2/3% of the Co-owners at a meeting held on July 14, 2012, the Association desires: (1) to re-confirm the maintenance, repair, restoration and replacement obligations of the Co-owners and the Association with respect to the Common Elements in the Condominium; (2) to consolidate the Master Deed and Amendments to Master Deed; (3) to update for electronic communication and voting; (4) to eliminate now inapplicable provisions contained in the Master Deed and Bylaws; and (5) to modify certain provisions of those documents for the general benefit of the Co-owners of the Condominium.

C. The Condominium Subdivision Plan is not being amended or restated and, therefore, is not attached to this Amended, Restated and Consolidating Master Deed. It is the Association's intent that Replat No. 4 of the Condominium Subdivision Plan recorded as Exhibit B to the Fourth Amendment to Master Deed be incorporated by reference and made a part hereof.



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NOW, THEREFORE, the Association does, upon the recording hereof, amend, restate and consolidate in their entirety the original Master Deed and all Amendments and does hereby confirm the establishment of AuSable-Huron Condominium Campground as a Condominium Project under the Act and declares that AuSable-Huron Condominium Campground shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Amended, Restated and Consolidating Master Deed, including Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Co-owners (as defined below) and their respective successors and assigns. It is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project is known as AuSable-Huron Condominium Campground, Iosco County Condominium Subdivision Plan No. 5. The Condominium Project is established in accordance with the Act. The buildings and Units in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

**ARTICLE II  
LEGAL DESCRIPTION**

The land which comprises the Condominium Project is described as follows:

Part of fractional Section 10, T.23 N., R. 9 E., AuSable Township, Iosco County, Michigan, described as follows:

Commencing at the North 1/4 corner of said Section 10, thence S. 89°34' E., along the North Section line, 1223.78 feet to a point on the Easterly line of Highway U.S. 23, thence along said line, S. 12°43'54" E. 75.20 feet to the Point of Beginning; thence continuing along said right of way line, along the arc of a curve to the right, with a radius of 2013.20 feet, the long chord bearing S. 10°21'10" E. 92.00 feet, thence leaving said Highway, N.79°54'45" E. 124.00 feet, thence S. 53°42'30" E. 84.12 feet, thence S. 34°13'40" E. 81.20 feet, thence S. 76°06'05" W. 56.71 feet, thence S. 6°30'15" E. 378.74 feet, thence S. 4°38'10" E. 143.41 feet, thence N.





84°01'10" W. 56.50 feet, thence S. 4°18'55" W. 73.70 feet, thence along the Northerly Bank of the AuSable River, S. 77°21'45" E. 436.04 feet, thence S. 70°50'45" E. 370.00 feet, thence N. 21°02'15" W. along the shore of Lake Huron, 1022.65 feet, thence N. 85°19'55" W. 600.00 feet to the Point of Beginning. Said parcel to include all land lying between the River Traverse and Lake Traverse lines and the water's edge; excepting therefrom Parcels "A" "B" "E" and "F", described as follows:

**PARCEL A**

Part of fractional Section 10, T. 23 N., R. 9 E., AuSable Township, Iosco County, Michigan, described as follows:

Commencing at the North 1/4 corner of said Section 10, thence S. 87°51'06" E. 1474.14 feet to the Point of Beginning, thence N. 65°26'25" E. 90.00 feet, thence S. 41°21'08" E. 30.45 feet, thence S. 18°24'06" E. 50.00 feet, thence S. 65°26'25" W. 80.00 feet, thence N. 34°13'30" W. 80.00 feet to the Point of Beginning.

**PARCEL B**

Part of fractional Section 10, T. 23 N., R. 9 E., AuSable Township, Iosco County, Michigan, described as follows:

Commencing at the North 1/4 corner of said Section 10, thence S. 68°45'11" E. 1723.05 feet to the Point of Beginning, thence N. 68°40'40" E. 73.62 feet, thence S. 36°10'10" E. 105.95 feet, thence S. 48°30'03" W. 83.61 feet, thence N. 46°48'30" W. 67.50 feet, thence N. 15°51'50" W. 70.68 feet to the Point of Beginning.

**PARCEL E**

Part of fractional Section 10, T. 23 N., R. 9 E., AuSable Township, Iosco County, Michigan, described as follows:

Commencing at the North 1/4 corner of said Section 10, thence S. 73°28' E. 2019.79 feet to the Point of Beginning, thence N. 51°31'20" E. 50.00 feet, thence S. 31°35'25" E. 160.46 feet, thence S. 60°55'45" W. 50.00 feet, thence N. 29°04'15" W. 125.00 feet, thence N. 42°19'05" W. 27.88 feet to the Point of Beginning.

**PARCEL F**

Part of fractional Section 10, T. 23 N., R. 9 E., AuSable Township, Iosco County, Michigan, described as follows:

Commencing at the North 1/4 corner of said Section 10, thence S. 86°00'39" E. 1570.38 feet to the Point of Beginning, thence S. 85°19'55" E. 185.37 feet, thence S. 21°49'15" E. 27.10 feet, thence S. 71°56'12" W. 88.76 feet, thence S. 75°06'05" W. 83.55 feet, thence N. 18°24'35" W. 94.06 feet to the Point of Beginning.



Subject to the rights of the public, the State of Michigan and the United States in Lake Huron and in the AuSable River.

Further subject to all easements and restrictions of record and all governmental limitations; also, together with and subject to a certain Declaration of Easements and Agreement for Maintenance recorded in Liber 328, Pages 849 through 862, Iosco County Records.

### ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Amended, Restated and Consolidating Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the AuSable-Huron Condominium Campground Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in AuSable-Huron Condominium Campground as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2. Association.** "Association" means AuSable-Huron Condominium Campground Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means the "Amended and Restated Bylaws" attached as Exhibit A setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 4. Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Amended, Restated and Consolidating Master Deed, the Amended and Restated Bylaws, the Condominium Subdivision Plan previously recorded, the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.



**Section 6. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to AuSable-Huron Condominium Campground as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean AuSable-Huron Condominium Campground as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto recorded as part of the original Master Deed, as amended in the Fourth Amendment to Master Deed.

**Section 9. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**Section 10. Master Deed.** "Master Deed" means this "Amended, Restated and Consolidating Master Deed" which when recorded shall reaffirm the establishment of the Condominium together with and including, when applicable, the Amended and Restated Bylaws attached as Exhibit A and the previously recorded Condominium Subdivision Plan attached to the Fourth Amendment to Master Deed.

**Section 11. Unit, Condominium Unit, Campsite, Slip, or Boat Slip Unit.** "Unit", "Condominium Unit", "Campsite", "Slip" or "Boat Slip Unit" each mean the space constituting a single campsite or boat slip in AuSable-Huron Condominium Campground as such space is described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

**ARTICLE IV  
COMMON ELEMENTS**

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

**Section 1. General Common Elements.** The General Common Elements are:



- (a) Land. The land described in Article II hereof, including roads, paths and beach, except land designated as Units on Exhibit B hereto.
- (b) Electrical. The electrical transmission system throughout the Project up to the point of connection with the electrical hook-up stations.
- (c) Telephone. The telephone system throughout the Project.
- (d) Cable Television. The cable television system throughout the Project up to the point of entry to a Unit.
- (e) Water. The water distribution system throughout the Project up to the point of connection with each individual riser within the respective Units.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Project.
- (g) Street Lights. The street lighting system, including bulbs, poles, wiring and transformers in the Project.
- (h) Easements. All beneficial easements referred to in Article II hereof.
- (i) Fish Cleaning Station. The fish cleaning station and all related appurtenances.
- (j) Sea Walls. All sea walls in the Project located along both Lake Huron and the AuSable River, except where identified as Limited Common Elements.
- (k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment 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, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) Utilities. Water, sanitary sewer, and electrical meters and outlets, wherever located, shall be appurtenant to the Units respectively serviced thereby.



(b) Sea Walls. The sea walls adjacent to Units 26, 27, 28, 29, 168, 169, 170, 171 and 172 shall be appurtenant to the Unit to which each sea wall is attached.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- (a) Land. The cost of maintenance of the land area within each Unit shall be borne by the Co-owner of the Unit within which such land is located; provided, however, the Association shall be responsible, if unobstructed, for mowing the lawn within each Unit. The Association shall regulate the location of placement of recreational units within the Condominium Units, and may prescribe standards of maintenance for such Condominium Units and all improvements and conditions maintained therein and thereon.
- (b) Utilities. The cost of maintenance, repair and replacement of the water, sanitary sewer and electrical hook-up stations and connections shall be borne by the Association of Co-owners, except that costs of repairing damage to any of such stations, connections or systems caused by a Co-owner or his agents, family or invitees shall be borne by such Co-owner.
- (c) Sea Walls. The cost of maintenance, repair and replacement of the sea walls referenced in Article IV, Section 1(j) above shall be borne by the Association, and the cost of maintenance, repair and replacement of the sea walls referenced in Article IV, Section 2(b) above shall be borne by the Co-owner of the Unit to which the sea wall is appurtenant.
- (d) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**Section 4. Use, Billing and Payment of Electricity.**

- (a) Use. No Co-owner shall be permitted the use of any electrical outlet other than an outlet dedicated to the Co-owner's Unit. The use of an electrical outlet by a person other than the Unit Co-owner or lessee of that Unit is prohibited except upon prior written permission by the Co-owner or lessee of the Unit to which the electrical outlet is dedicated, and any such permission given shall be confirmed to the Board of Directors of the Association prior to the use.
- (b) Billing and Payment Schedule. A billing and payment schedule will be established by the Board of Directors as follows:
  - 1. Unit electrical meters will be read on the last day of the months of April, August and October, and the billing statement for each period shall be



delivered to the Co-owners with the next quarterly Association assessment reminder.

2. Each Unit will be assessed a charge as determined from time to time by the Board of Directors of the Association, for the cost associated with reading the meter and processing the billings. The cost will be reflected and included in the quarterly Association assessment statement.
3. Payment by the Co-owner of the electrical bill is due at the same time the next quarterly Association assessment is due following receipt of the billing statement.
4. Payments received later than ten days following the due date shall be assessed a late charge of \$10.00 per month until paid in full pursuant to the Bylaws.
5. Payment not received by the 20<sup>th</sup> day of the second month following date due will have electricity to the Unit turned off. A reconnect fee will be charged for electrical re-connection.

The Board of Directors reserve the right to modify the above dates if experiences merit modification and upon such event, all Co-owners will be notified in writing.

- (c) Meter Read Challenge. A Co-owner who asserts that the Co-owner's electrical reading is not accurate as reflected by the metering device, may proceed to have the meter inspected and certified. If the meter is found to be defective, the Association shall pay the cost of the inspection and meter replacement. If the meter is found not to be defective, the Co-owner shall be responsible for the cost of the meter inspection and meter replacement.

**Section 5. Services and Administration Building, and Recreation Building.**

Pursuant to a certain Quit Claim Deed recorded in Liber 1027, at Page 780, Iosco County Register of Deeds, the Association owns the property on which are located the Services and Administration Building and the Recreation Building. These buildings are located on Parcels A and B described in Article II above. The cost of maintenance, repair and replacement of these buildings, and all related improvements servicing same, shall be borne by the Association. The Board of Directors of the Association shall have the right to adopt rules and regulations regarding the use of these buildings. Copies of such rules and regulations shall be furnished to all Co-owners.



No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner 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.

## ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of AuSable-Huron Condominium Campground initially prepared by Miller Land Surveys, updated by Northeast Land Surveys and attached hereto as Exhibit B. Each Unit shall include all that area contained within the boundaries shown on the Condominium Subdivision Plan attached hereto as Exhibit B and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the sizes and other comparative characteristics of each Unit in the Project which would affect the maintenance costs and value of each Unit 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 shall 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 at meetings of the Association. The total value of the Project is 100%.

## ARTICLE VI SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Co-owners.** One or more Co-owners may undertake:

- (a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the



Co-owner's request; provided, however, any such subdivision shall not either reduce or eliminate the percentage of value that had been assigned to the Unit being subdivided. For example: If the Unit is intended to be divided into two Units of equal value, then the percentage of value assigned to the two new resulting Unit shall be an equal share of the one original Unit being divided. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Iosco County Register of Deeds.

- (b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries; provided, however, any such consolidation or relocation of boundaries shall not either reduce or eliminate the percentage of value that had been assigned to the Unit(s) affected. For example: If two Units are intended to be consolidated into one Unit, then the percentage of value assigned to the one new resulting Unit shall be equal to the value assigned to the two Units being consolidated. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Iosco County Register of Deeds.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

**Section 3. Governmental Approvals.** All subdivisions, consolidations, modifications and boundary relocations of Units shall be subject to, and in full compliance with, all applicable governmental ordinances, requirements and restrictions, including without limitation restrictions imposed, from time to time, by the State of Michigan through any of its departments, agencies or other divisions.

## ARTICLE VII EASEMENTS

**Section 1. Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or





Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, buildings and improvements contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements for the existence, maintenance and repair of any utilities, including water lines, located under any Unit. There shall be easements in favor of each Co-owner for access at all times to the utility hook-ups which service his Unit wherever such hook-ups may be located (the purpose of this easement being designed to provide access to such hook-ups whenever the same are located within another Unit).

**Section 2. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

**Section 3. Easements for Maintenance, Repair and Replacement.** The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to any utilities or other Common Elements located within any Unit or its appurtenant Limited Common Elements, if any.

**Section 4. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors, shall 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, 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 shall the Board of Directors 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, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.



## ARTICLE VIII AMENDMENT

This Amended, Restated and Consolidating Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Amended, Restated and Consolidating Master Deed or in the Bylaws to the contrary.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

**Section 3. Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise expressly provided in this Amended, Restated and Consolidating Master Deed or in the Bylaws.

**Section 4. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 80% of the Co-owners.

**[SIGNATURE APPEARS ON THE NEXT PAGE]**



AUSABLE-HURON CONDOMINIUM  
CAMPGROUND ASSOCIATION, a Michigan  
non-profit corporation

By: *Edward L. Gascoyne*  
Edward L. Gascoyne, President

STATE OF MICHIGAN     )  
                                          SS.  
COUNTY OF OAKLAND    )

On this 2nd day of August, 2012, in Oakland County, Michigan, the foregoing Amended, Restated and Consolidating Master Deed was acknowledged before me by Edward L. Gascoyne, the President of AUSABLE-HURON CONDOMINIUM CAMPGROUND ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation.

*Kellie Kraydich*

Notary Public, Lapeer County, Michigan  
My commission expires: 8-24-2018  
Acting in the County of Oakland

KELLIE ANN KRAYDICH  
Notary Public, State of Michigan  
County of Lapeer  
My Commission Expires Aug. 24, 2018  
Acting in the County of Oakland

*Amended, Restated and Consolidating Master Deed drafted by:*  
C. Kim Shierk of Myers Nelson Dillon & Shierk, PLLC  
40701 Woodward Avenue, Suite 235  
Bloomfield Hills, Michigan 48304  
*When recorded, return to drafter*



**EXHIBIT A  
AMENDED AND RESTATED BYLAWS FOR  
AUSABLE-HURON CONDOMINIUM CAMPGROUND**

**ARTICLE I  
ASSOCIATION OF CO-OWNERS**

AuSable-Huron Condominium Campground, a Condominium Project located in the Township of AuSable, Iosco County, Michigan, is administered by an Association of Co-owners which is a non-profit 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 Amended and Restated Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the 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. All Co-owners 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 aforesaid Condominium Documents.

**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 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 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 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 established 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 failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, 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 replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$2,500 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 of 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 requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,500.00 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 60% of all Co-owners. 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 of the members thereof. That no special assessments shall be levied against Units 175 through 196 without the Owners or Co-owners written consent.

**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, except the assessments for Units 175 through 196 shall be only 25% of the regular assessment as determined by the Board of Directors without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit, if any. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in such installments as the Board of Directors shall determine from time to time, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with an acquisition of fee simple title to a Unit by any other means. Monthly, quarterly, semi-annual or annual installments shall be permissible if so determined by the Board.

The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall be assessed a late charge of \$10.00 per month until each assessment is paid in full. The Association may, pursuant to Article XVIII, Section 4 hereof, levy fines for late payment of assessments in addition to such late charge. 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 shall be so personally liable and such land contract seller shall not be personally liable for all such assessment 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's 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 or 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. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against 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 or egress to 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 assessments in accordance with the provisions of Article XVIII, Section 4 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 has 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 any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and 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, 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's 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 assessments, including late charges, 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 lien, shall be chargeable to the Co-owner in default and shall be secured by the lien and his Unit.

**Section 6. Liability of Mortgagee.** 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 purchaser 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. Special Property Tax Assessments.** Certain special assessments in connection with the public sewer system serving the Condominium and other adjoining properties may be collected in accordance with the following provisions. It will be the responsibility of each Co-owner, either by direct payment to the public taxing authority or indirectly by payment as a part of such Co-owner's share of the Association's annual maintenance budget, to pay his allocable share of the annual installments of capital improvement charge and applicable interest levied and assessed by the taxing authority in connection with said sewer system. There shall be a lien in favor of the public taxing authority against each Condominium Unit for nonpayment of the special assessments for such sewer system which are levied and collected annually by the public taxing authority. The Association shall include all such allocable shares in its annual maintenance budget for defrayal of the expenses of administration of the Condominium and may collect and remit the same to the public taxing authority. If the Association should fail to do so, however, any Co-owner may pay his allocable share





directly to the public taxing authority in which case the lien for non-payment applicable to his Unit shall be extinguished.

**Section 8. 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 9. 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, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 10. Mechanic's Lien.** A mechanic's 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 11. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees, thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and attorney fees, as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, late charges, fines, costs and attorney fees against the Unit, and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

**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 any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the



American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

**Section 2. Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3. Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

#### ARTICLE IV INSURANCE

**Section 1. Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. The Association may obtain public liability and property damage insurance and ether coverages with respect to the Units and Limited Common Elements if available and if it deems it appropriate but shall have no obligation to do so. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional necessary property, fixtures and equipment located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, if any, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, 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.
- (b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard



extended coverage endorsement, in an amount equal to the current insurable replacement value, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed amount basis for the entire Condominium Project with appropriate inflation riders in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). 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 so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

- (c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.



## ARTICLE V RECONSTRUCTION OR REPAIR

**Section 1. Determination to Reconstruct or Repair.** If any part of the Condominium Premises (other than a Unit) shall be damaged, the property shall be rebuilt or repaired.

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

**Section 3. Co-owner Responsibility for Repair.**

- (a) Definition of Co-owner Responsibility. If the damage is only to a part of a Unit or Limited Common Element appurtenant thereto, if any, it shall be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.
- (b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of his Unit and any Limited Common Elements appurtenant thereto. If any portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 4. Association Responsibility for Repair.** Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after the occurrence of 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 place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost 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 damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

**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 condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to 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 taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.
- (d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 7. Notification of Holders, Insurers and Guarantors of First Mortgages.** In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium



or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

**Section 8. Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

**Section 9. Boat Slips/Docks/Aprons.** Repair and/or replacement of the docks, aprons and spring poles (including also taking out in the Fall, replacing damaged or broken spring poles, installing in the Spring) are the responsibility of the adjoining boat slip Unit Co-owners. The Association shall under no circumstances have any obligation to undertake any of the work described above in this Section 9 or have any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake all or a portion of the work described in this Section 9 and the cost of such work shall be assessed to the Units to which the boat slip/dock/apron is appurtenant, for purposes of amortizing the cost and expenses incurred or anticipated to be incurred by the Association with respect to such repair, replacement and maintenance. The Co-owners of the Units affected shall be notified of the Association's Board of Directors decision at least sixty (60) days prior to undertaking the work. Assessments levied against Units 175 through 196, inclusive, shall only be for the purpose of replacement of finger piers, maintenance of finger piers, and repair of damage to or caused by the finger piers.

Nothing herein shall be construed as releasing or waiving any persons or entities from their obligation to maintain or reimburse for damage or loss.

**ARTICLE VI  
RESTRICTIONS**

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

**Section 1. Use and Occupancy.**

- (a) Uses Permitted. Units 1 through 174 in the Condominium or any of the Limited Common Elements appurtenant thereto shall not be used for any purpose other than the placement or parking of "recreational units" as defined in MCLA 333.12501(1)(f). The Common Elements shall be used only for purposes consistent with the use of the Units for recreational campground purposes. No permanent structures or building for continuous habitation purposes shall be installed within any Unit and no structures or buildings of



any sort shall be placed thereon without written approval of the Association as elsewhere herein provided.

Units or boat slips 175 through 196 in the Condominium shall not be used for any purpose other than the placement, parking or mooring of watercraft and the Common Elements shall be used only for purposes consistent with the use of a private marina facility. No permanent structures or buildings for habitation purposes shall be installed within any of these Units or their appurtenant Limited Common Elements and no structures or buildings of any sort shall be placed thereon without written approval of the Association as elsewhere herein provided. Dock storage boxes, storage containers and the like shall be prohibited on Units 175 through 196.

- (b) Physical Standards for Recreational Units. The Association shall have the right to determine standards for the admittance to the Condominium of acceptable recreational units. All such units shall be of reasonable quality and appearance and shall be in proper and safe working condition and in good repair. The Board of Directors shall have the right to promulgate reasonable rules and regulations in furtherance of this provision.
- (c) Limits on Sizes and Numbers. There shall be no more than one recreational unit within each Unit, except that more than one personal watercraft is permitted in Units 175 through 196. No recreational unit or watercraft shall exceed the dimensions of the area within a Boat Slip Unit on which the recreational unit or watercraft is intended to be located unless written approval therefor is obtained from the Association as elsewhere herein provided. No more than 8 persons may occupy a Unit without Association approval. Group camping is not permitted. The licensed design capacity of the campground shall not be exceeded. In the event that the licensed design capacity of the Condominium is exceeded, the Association may temporarily restrict the right to use and occupy the Condominium on an equitable basis.
- (d) Operation in Accordance with Law. The Project shall, at all times, be maintained and operated by the Association and Co-owners alike, in accordance with all state and local laws concerning campgrounds and all other applicable statutes, ordinances and public regulations.

## **Section 2. Leasing and Rental.**

- (a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.
- (b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:



- (1) A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Co-owner shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner, the due dates of that rental and compensation, and the term of the proposed arrangement.
- (2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
- (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
  - (ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.
- (4) 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, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:





- (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
- (b) Initiate proceedings pursuant to subsection (3)(b).

**Section 3. Alterations and Modifications.**

- (a) General. No Co-owner shall make alterations, changes or improvements to his Unit or make changes in any of the Common Elements without the express written approval of the Board of Directors, including without limitation the erection of antennas, lights, decks, aerials, awnings, storage buildings (except as provided below), newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No fences shall be permitted either within Unit boundaries or along Unit boundaries. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, electrical pedestal or lines, sewer lines or any utilities whatsoever or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any objects of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. All frameworks of decks shall be constructed of treated wood. All decking material shall be treated wood or as otherwise approved by the Association's Board of Directors.
- (b) Storage Sheds. Each Co-owner shall be permitted to install a shed within his Unit, but no dock storage boxes, storage containers or the like shall be permitted within Units 175 through 196. The shed shall be constructed of texture T1-11 plywood - rough sawn cedar, 8 inches on center and a black shingle roof, unless otherwise approved by the Association. Sheds are to be kept in good appearance and shall all be painted gray in color, including all trim, unless otherwise approved in writing by the Association. Any shed not so maintained may be repaired, modified or removed by the Association at the expense of the Co-owner, with any such expenses to be charged to and collected from the Co-owner in the manner provided in Article II of these Bylaws. All sheds shall be 74 inches in height, 98 inches in length and 50 inches in width, all as measured from the exterior perimeter of the shed, unless otherwise approved by the Association in writing.

**Section 4. Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the



Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 5. Pets.** No animals, except for 1 household pet, shall be maintained by any Co-owner unless specifically approved in writing by the Association. Visitors and guests (other than the immediate family of a Co-owner) shall not be permitted to bring any animals, including household pets, upon the Premises. The Association may hold both the visitors, guests and the pertinent Co-owner liable for any damages to the Common Elements or to persons caused by the failure of a visitor or guest to comply with this restriction. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements or the Units and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements and Units. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall 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. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

**Section 6. Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained within any Unit and only the normal and reasonable use of such areas shall be permitted. No fish shall be cleaned on the Premises other than in areas specifically designated therefor. The Association, within its sole discretion, shall both designate any such area or areas and construct a fish cleaning station therein. Trash



receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

**Section 7. Vehicles.** Other than recreational units as described in Article VI, Section 1 above, no house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked within a Unit or in an area which may be specifically designated therefor by the Association. No recreational unit shall be parked so as to restrict the access of emergency vehicles, or other recreational units. The use of motorcycles, snowmobiles, off-road or all-terrain vehicles, or other vehicles on roadways and/or other General Common Element areas is prohibited unless strictly used only to gain access as directly as possible to a Unit or parking area approved by the Association. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Parking on any road in the Condominium is prohibited. A Co-owner may not have more than 1 car parked in the Project unless approved in writing in advance by the Association. If the Association deems it necessary to alleviate any parking shortage, it may construct additional parking facilities and assess those Co-owners maintaining more than 1 car for the expense of such construction and use. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. The Association shall have the right to establish rules for the operation of vehicles on the Premises, including speed limits, which rules shall be strictly enforced. Boats shall be stored only in such locations as are permitted by duly promulgated rules and regulations.

**Section 8. Advertising.** No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, except that "For Sale" signs shall be permitted only with the prior written permission from the Association as to their location and size.

**Section 9. Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of 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 shall be furnished to all Co-owners.

**Section 10. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, as may be necessary for the maintenance, repair or replacement of any of the Common Elements or to meet any emergency existing within the Condominium.

**Section 11. Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

**Section 12. Common Element Maintenance.** Walkways, yards, landscaped areas, driveways, roads, parking areas and finger piers, if any, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

**Section 13. Co-owner Maintenance.** Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by 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 shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 14. Reserved Rights of the Association-Landscaping and Grading.** No grading or landscaping shall be commenced until plans reasonably acceptable to the Association's Board of Directors, showing the nature, kind, shape and height of all landscaping materials, as well as the changes to the grade for the area to be affected, have been submitted to and approved in writing by the Directors. A copy of said plans as finally approved shall be lodged permanently with the Association. The Association's Board of Directors shall have the right to refuse to approve any such landscaping and/or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such landscaping or grading plans, it shall have the right to take into consideration the suitability of the proposed improvement or modification, the change in grade and landscaping, and the site on which it is proposed to effect, and the degree of harmony thereof with the Condominium as a whole.



**Section 15. Commercial Licenses.** No Co-owner shall operate a commercial charter business from the Condominium without prior written approval of the Board of Directors of the Association, which such approval shall not be unreasonably withheld. In addition, all such Co-owners operating a charter business and all watercraft used in connection therewith, must be duly licensed as may be required from time to time by state and local law.

**Section 16. Restriction on Ownership.** All Owners of Boat Slip Units 175 through 196 of AuSable-Huron Condominium Campground shall be required to also own one or more of Units 1 through 174 of AuSable-Huron Condominium Campground. Units 175 through 196 shall only be transferred, sold, exchanged or deeded to a Co-owner or Co-owners of Units 1 through 174 of AuSable-Huron Condominium Campground.

**ARTICLE VII  
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 notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

**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.

**Section 4. Notification of foreclosure.** The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Association pursuant to Section 108(9) of the Act.



## ARTICLE VIII VOTING

**Section 1. Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

**Section 2. Eligibility to Vote.** No Co-owner 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. 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.

**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 25% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. Proxies, written votes and electronic votes of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person, by proxy or remote communication, 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 in person, electronically, by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies, written votes and any electronic 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 hereinabove set forth of designated voting representatives present in person or by proxy, or by electronic, or by written vote, if applicable, at a given meeting of the members of the Association. Electronic voting as provided herein shall be available at the discretion of the Board.

**Section 7. Certified List of Voters.** The Association shall maintain a certified list of all voting representatives arranged alphabetically and by Unit numbers. Further,



the Association shall produce the list of voting representatives at all meetings and post the list during meetings, including by electronic means if the meeting is conducted solely by remote communication.

## ARTICLE IX MEETINGS

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with 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 has been held.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the second Saturday of July, at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI 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. Written notice, given personally or by mail, or notice by electronic transmission if consented to by the Co-owner, 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 at 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 of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, 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 is 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, or 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.

**Section 11. Remote Communication.** Members may participate in meetings of members by telephone conferencing or other remote communication provided that all members present at the meeting are advised of the means of remote communication and the following are met:

- (a) The identity of the person communicating remotely can be verified.





- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

**Section 12. Electronic Voting.** Electronic voting is permitted.

## ARTICLE X BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The affairs of the Association shall be governed by a Board of five Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

**Section 2. Election of Directors.** Each Director shall be elected for a term of two years. At each annual meeting held, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected. 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.

**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 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.
- (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.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent 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, 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.

**Section 6. Vacancies.** Vacancies in the Board of Directors 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 as soon as is reasonably possible and in any event no later than in 90 days, even though they may constitute less than a quorum. In the event a majority of the remaining Directors are unable to agree on a replacement Director within the 90 day period, a special election shall be held within 30 days following the 90 day period to elect the Director. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association.

**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.

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

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or electronically if consented to by the Director, 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 three days' notice to each Director given personally, by mail, telephone or electronically if consented to by the Director, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

**Section 12. Quorum.** At all meetings of the Board of Directors, a majority of the Directors 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. All Directors participating by remote communication shall be counted towards the quorum. If, at any meeting of the Board of Directors, there be less than a quorum 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. Fidelity Bonds.** The Association shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall be expenses of administration.

**Section 14. Remote Communication.** Board of Directors may participate in meetings of Directors by telephone conferencing or other remote communication



provided that all Directors present at the meeting are advised of the means of remote communication and the following are met:

- (a) the identity of the person communicating remotely can be verified.
- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (c) vote or action by means of remote communication are recorded.

**Section 15. Electronic Voting.** Electronic voting is permitted.

## ARTICLE XI 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 a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in 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's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. 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 XII  
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 XIII  
FINANCE**

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

**Section 2. Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the 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 XIV LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION**

**Section 1. Limitation of Liability of Volunteers.** No person who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer Director or officer except for liability arising from: (a) Any breach of the volunteer Director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the volunteer Director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

**Section 2. Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

**Section 3. Indemnification of Volunteers.** The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector or nonofficer volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector or nonofficer volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with



any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XIV.

**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 by instrument in writing signed by them.

**Section 2. Meeting.** Upon any such amendment being proposed, 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 annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number. No consent of mortgagees shall be required to amend these Bylaws except as otherwise provided in Section 90a of the Act.

**Section 4. 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 5. 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 upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE XVI  
COMPLIANCE**

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, 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 conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XVII 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 XVIII REMEDIES FOR DEFAULT

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

**Section 1. Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by 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 the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

**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 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 no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

**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 XIX of these Bylaws.

**Section 5. Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the





Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 6. Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid 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, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 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. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees, as determined by the Court. 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 XIX  
ASSESSMENT 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 personal 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 followed:

- (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 sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
- (b) Opportunity to Defend. The offending 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 10 days from the date of the notice.



- (c) Default. Failure to respond to the notice of violation constitutes a default.
- (d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**Section 3. Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Twenty-Five Dollar (\$25.00) fine.
- (c) Third Violation. Fifty Dollar (\$50.00) fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred Dollar (\$100.00) fine.

**Section 4. Continuing Violations.** In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, the continuing violation will be treated as a separate and subsequent violation and new and increased fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

**Section 5. 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 set forth in the Condominium Document including, without limitations, those described in Article II and Article XVIII of the Bylaws.

## ARTICLE XX 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 for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



RE-PLAT NO 4 OF AU SABLE-HURON CONDOMINIUM CAMPGROUND  
 SECTION 10, T23N, R9E  
 AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN

**RE-PLAT NO. 4 OF**  
 IOSCO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 5  
 EXHIBIT "B" TO THE AMENDED MASTER DEED OF  
 AU SABLE-HURON CONDOMINIUM CAMPGROUND

**LEGAL DESCRIPTION**

PART OF FRACTIONAL SECTION 10, T.23 N. R.9 E., AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 10; THENCE S 89°34' E. ALONG THE NORTH SECTION LINE, 1223.78  
 FEET TO A POINT ON THE EASTERLY LINE OF HIGHWAY U.S.-23; THENCE ALONG SAID LINE, S. 12° 43' 54 " E. 75.20 FEET  
 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE  
 RIGHT, WITH A RADIUS OF 2013.20 FEET, THE LONG CHORD BEARING S. 10°21' 10" E. 92.00 FEET; THENCE LEAVING SAID HIGH  
 WAY, N. 79° 54'45"E. 124.00 FEET; THENCE S. 53°42' 30" E. 84.12 FEET; THENCE S. 34°13'40"E. 81.20 FEET; THENCE S. 76° 06' 05" W. 56.71  
 FEET; THENCE S. 6° 30'15" E. 378.74 FEET; THENCE S. 4°38' 10"E. 143.41' FEET; THENCE N. 84°01'10" W. 56.50 FEET; THENCE S. 4°18'55"W.  
 73.70 FEET; THENCE ALONG THE NORTHERLY BANK OF THE AU SABLE RIVER, S. 77°21'45" E. 436.04 FEET; THENCE S. 70° 50'45 " E.  
 370.00 FEET; THENCE N. 21°02'15 " W., ALONG THE SHORE OF LAKE HURON, 1022.65 FEET; THENCE N. 85° 19' 55" W. 800.00 FEET TO  
 THE POINT OF BEGINNING, SAID PARCEL TO INCLUDE ALL LAND LYING BETWEEN THE RIVER TRAVERSE AND LAKE TRAVERSE AND  
 THE WATERS EDGE, EXCEPTING HERE FROM PARCELS AB/E" AND " F" AS SHOWN ON SHEET C-5 ATTACHED HERE TO.

- INDEX OF DRAWINGS**
- \* C-1. COVER SHEET
  - \* C-2. SURVEY SHEET
  - \* C-3. UNIT SIZE & LAYOUT
  - \* C-4. FLOODPLAIN & UTILITY PLAN
  - \* C-5. SITE PLAN
- \*\*\* DENOTES SHEETS REVISED WITH THIS RE-PLAT DATED JUNE 21, 2011

SURVEYOR  
 DATE 6-21-2011  
 WILLIAM E. WOODS  
 PROFESSIONAL LAND SURVEYOR NO. 25882  
 NORTHEAST LAND SURVEYS  
 5461 CEDAR LAKE ROAD  
 OSCODA, MI 48750

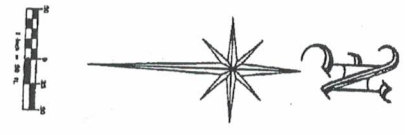


*William E. Woods*

ASSOCIATION  
 AU SABLE-HURON CONDOMINIUM  
 CAMPGROUND ASSOCIATION  
 60320 WILLIAMS AVENUE  
 KERGO HARBOR, MI 48320

**AS-BUILT**

Sheet Name		Date	
C-1 COVER SHEET		JUNE 21, 2011	
Job No.	Project No.	Drawn By	Checked By
1000078-10202	220-10 AU SABLE HURON CD	BILL WOODS, P.E.	WILLIAM E. WOODS, P.E.
Project Name		North East Land Surveys	
5461 CEDAR LAKE ROAD		OSCODA, MI 48750	

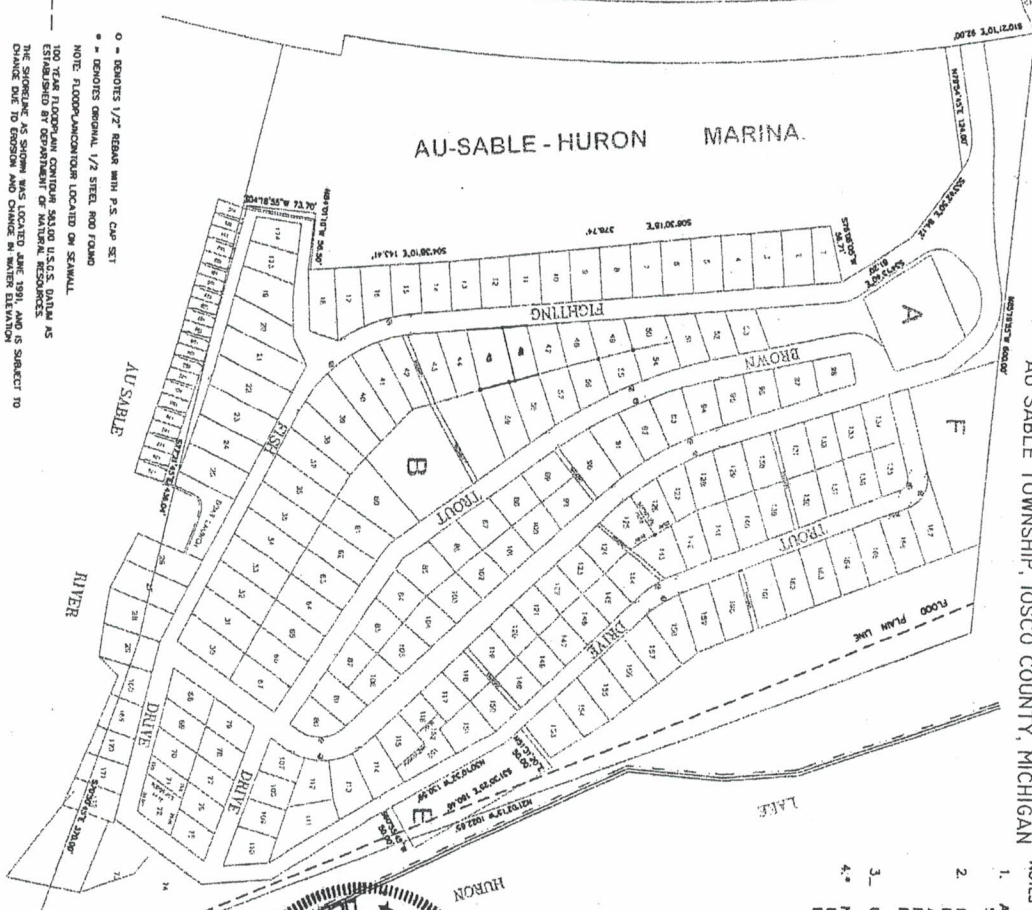


SECTION 10, T23N, R9E  
 AU SABLE - HURON MARINA  
 POINT OF BEGINNING

U. S. - 23 HIGHWAY

AU-SABLE - HURON MARINA

○ - DEPICTS 1/2" REBAR WITH P.S. CAP SET  
 ■ - DEPICTS ORIGINAL 1/2" STEEL ROD FOUND  
 NOTE: FLOODPLAIN/CONTOUR LOCATED ON SEAWALL  
 100 YEAR FLOODPLAIN CONTOUR BASED U.S.S. DATA AS  
 ESTABLISHED BY DEPARTMENT OF NATURAL RESOURCES  
 THE SHORELINE AS SHOWN WAS LOCATED JUNE 1981, AND IS SUBJECT TO  
 CHANGE DUE TO EROSION AND CHANGE IN WATER ELEVATION

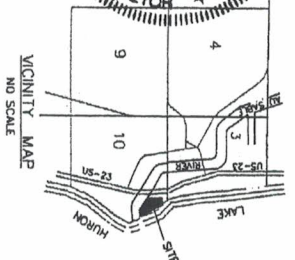
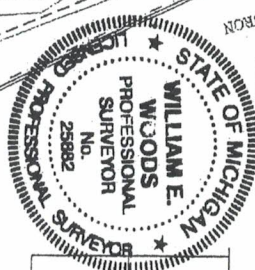


RE-PLAT NO 4 OF AU SABLE-HURON CONDOMINIUM CAMPGROUND  
 SECTION 10, T23N, R9E  
 AU SABLE TOWNSHIP, JOSCO COUNTY, MICHIGAN

- NOTES:
1. ALL BEARINGS ARE BASED ON MICHIGAN STATE HIGHWAY SURVEY PLANS OF U.S. 23 ON FILE.
  2. EASEMENTS FOR USE OF PRIVATE ROADWAYS, BOAT LAUNCH, BEACH, RECREATION BUILDING AND SERVICE AREA ARE SET FORTH IN THE DECLARATION OF EASEMENTS AND AGREEMENTS FOR MAINTENANCE THAT ARE RECORDED IN LIBER 328, PAGES 849 - 882 JOSCO COUNTY RECORDS.
  3. UNITS 175 THRU 196 INCLUSIVE ARE BOAT SLIPS.
  4. NO EFFORT HAS BEEN MADE TO ASCERTAIN OR DEPICT ENCROACHMENTS BY RECREATIONAL UNITS AND THEIR APPURTENANCES BEYOND UNIT LIMITS.

SANCTIONER'S CERTIFICATE  
 I, WILLIAM E. WOODS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HENNEY CENTER, DO HEREBY CERTIFY THAT THE SITE CONDOMINIUM PLAN KNOWN AS THE 6-21-11 AU SABLE-HURON CAMPGROUND, JOSCO COUNTY CONDOMINIUM CAMPGROUND, IS SHOWN ON THE ACCOMPANYING DRAWINGS, IS A VALID AND LEGAL INTEREST IN THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND MARKERS HAVE BEEN SET AND PLACED AS SHOWN ON THE ACCOMPANYING DRAWINGS BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE RULES PROMULGATED UNDER SECTION 147 OF THE PUBLIC ACTS OF 1978.

WILLIAM E. WOODS, PROFESSIONAL SURVEYOR #25882  
 (SIGNED) *William E. Woods*



**AS-BUILT**  
 SURVEY PLAN C-2

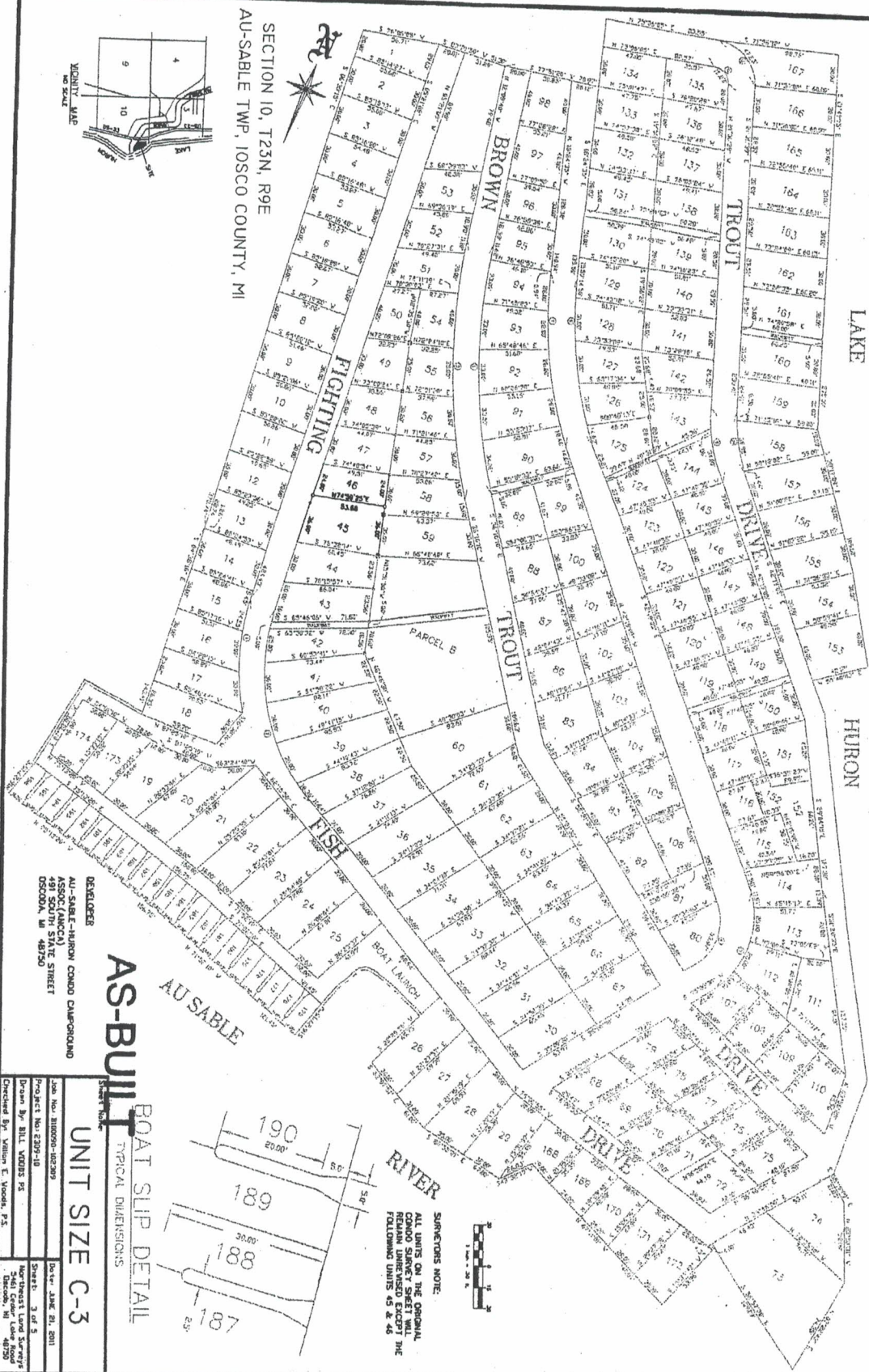
Sheet No. 1  
 Project No. 2291-18 AU SABLE-HURON CO  
 Drawn By: BILL WOODS P.S.  
 Checked By: WILLIAM E. WOODS, P.S.

Date: JUNE 21, 2011  
 Sheet: 2 of 3  
 Northeast Land Surveys  
 2461 Cedar Lake Road  
 Westland, MI 48186

RE-PLAT NO 4 OF AU SABLE-HURON CONDOMINIUM CAMPGROUND

LAKE

HURON



SECTION 10, T23N, R9E  
 AU-SABLE TWP, IOSCO COUNTY, MI



DEVELOPER  
 AU-SABLE-HURON CONDO CAMPGROUND  
 4550 CLACKEN  
 4550 CLACKEN  
 OShtODIA, MI 48750

AS-BUILT  
 ROAT SLIP DETAIL  
 TYPICAL DIMENSIONS  
 UNIT SIZE C-3

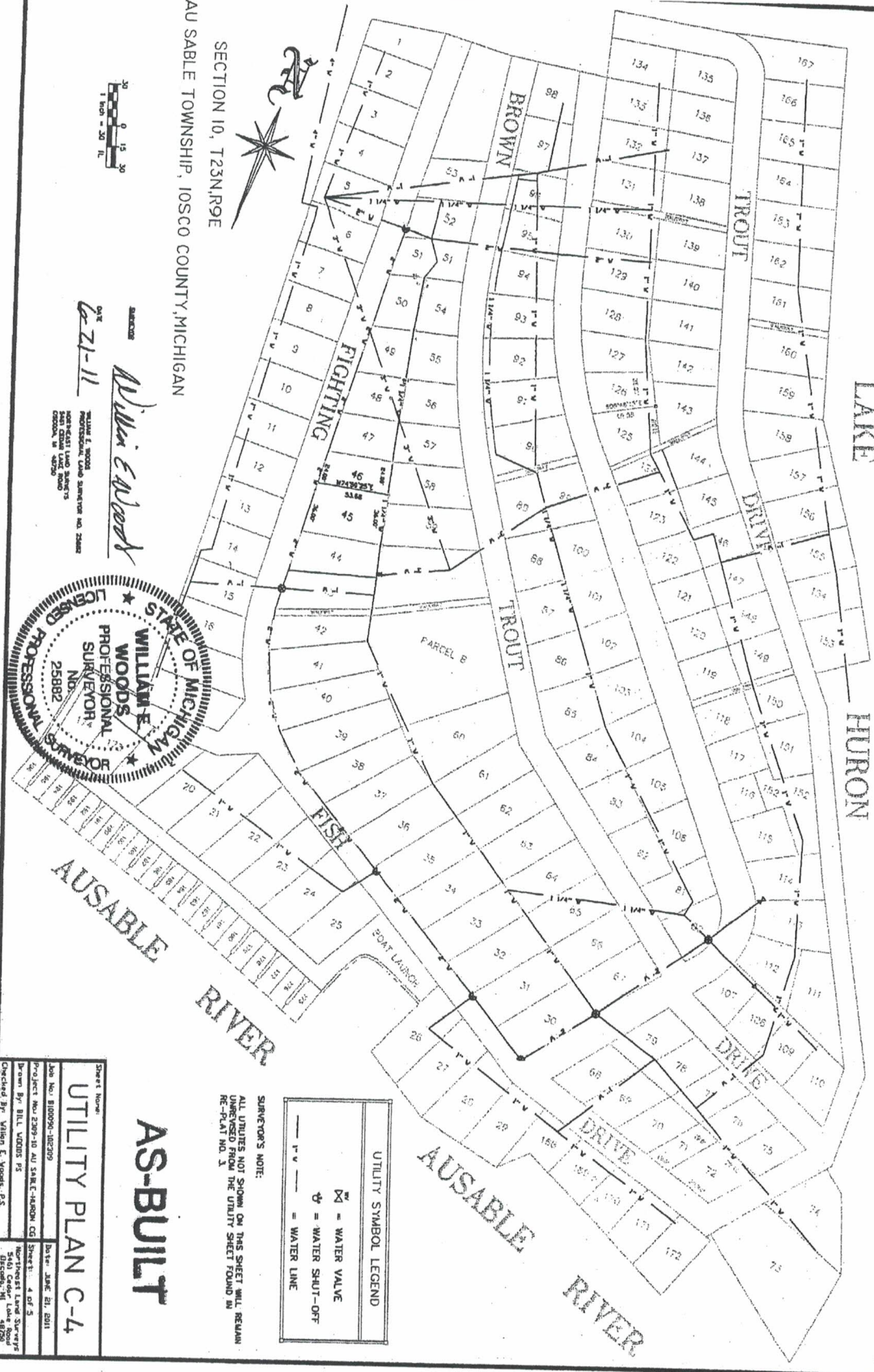
Job No. 810000-002393	Drawn By: JUNE 21, 2011
Project No. 2393-18	Checked By: BILL VOORS, P.E.
Northwest Land Surveys 4550 Clacken Oshtodia, MI 48750	



ALL UNITS ON THE ORIGINAL  
 RE-PLAT NUMBERED EXCEPT THE  
 FOLLOWING UNITS 45 & 46

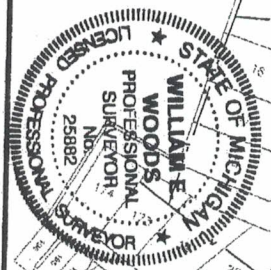


RE-PLAT NO 4 OF AU SABLE-HURON CONDOMINIUM CAMPGROUND



SECTION 10, T23N,R9E  
 AU SABLE TOWNSHIP, JOSCO COUNTY, MICHIGAN

DATE: 6-21-11  
 WILLIAM E. WOODS  
 PROFESSIONAL LAND SURVEYOR NO. 25882



UTILITY SYMBOL LEGEND

	= WATER VALVE
	= WATER SHUT-OFF
	= WATER LINE

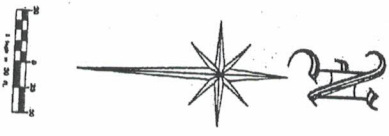
SURVEYOR'S NOTE:  
 ALL UTILITIES NOT SHOWN ON THIS SHEET WILL REMAIN UNCHANGED FROM THE UTILITY SHEET FOUND IN RE-PLAT NO. 3

AS-BUILT

UTILITY PLAN C-4

Job No. B100096-102209	Date: JAN 21, 2011
Project No. 2309-10 AU SABLE HURON CO	Sheet: 4 of 3
Drawn By: BILL VOORS '95	Professional Land Surveyor
Checked By: William E. Woods, P.S.	Disc: 48209

U. S. - 23 HIGHWAY



RE-PLAT NO 4 OF AU SABLE-HURON CONDOMINIUM CAMPGROUND  
SECTION 10, T23N, R9E  
AU SABLE TOWNSHIP, IOSCO COUNTY, MICHIGAN

LEGEND  
GENERAL COMMENT  
SEMI-ANNUAL GENERAL COMMENT  
ALL GOALS TO BE MET AND LIMITED COMMON ELEMENT

EXCEPTED PARCELS  
SCHEDULED BY COORDINATES

PARCEL NO.	NORTH	EAST	
A	1	10,188.65	10,278.60
	2	10,687.75	10,200.02
	3	10,687.75	10,200.02
	4	10,687.75	10,200.02
	5	10,594.20	10,218.65
B	1	10,292.17	10,211.90
	2	10,292.17	10,211.90
	3	10,095.21	10,211.90
	4	10,095.21	10,211.90
	5	10,095.21	10,211.90
Z	1	10,292.01	10,062.12
	2	10,292.01	10,062.12
	3	10,179.14	10,062.12
	4	10,179.14	10,062.12
	5	10,292.01	10,062.12
3	1	10,272.43	10,292.43
	2	10,292.43	10,487.28
	3	10,487.28	10,487.28
	4	10,487.28	10,487.28
	5	10,553.28	10,292.28

AS-BUILT  
SITE PLAN C-5

Job No: 10090-10289  
Project No: 230-10 AU SABLE-HURON CC  
Drawn by: BILL VOODES P.E.  
Checked by: Valden E. Woods, P.E.

Sheet No: 5 of 5  
Date: JAN 21, 2011  
Northwest Land Surveys  
1000 Lake Road  
Ontonagon, MI 49759