

Barbara Kirt 11/10/98
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CONSENT TO SUBMISSION

NOW COMES THE HUNTINGTON NATIONAL BANK, a national banking association and does hereby consent and agree to the submission of the property described on Exhibit "A" attached hereto as a condominium project in accordance with the statute in such case provided.

IN WITNESS WHEREOF the undersigned has executed this Consent to Submission this 2nd day of November, 1998.

Signed in the Presence of:

Michelle Woodruff
Michelle Woodruff

THE HUNTINGTON NATIONAL BANK, a national banking association

Renee J. Fridley
Renee J. Fridley

By: David A. DeVictor
David A. DeVictor
Its: Vice President

STATE OF OHIO)
County of Franklin) ss

On this 2nd day of November, 1998, before me a Notary Public in and for said County, personally appeared the above-named David A. DeVictor, Vice President on behalf of The Huntington National Bank, a national banking association to me known to be the same person in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Renee J. Fridley

Notary Public
County: Franklin
My Commission Expires: RENEE J. FRIDLEY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Oct. 30, 2000

EXHIBIT "A"
York Condominiums

The land on which the condominium project is located and which is established by the Master Deed is situated in the Township of Bingham, County of Leelanau and State of Michigan, and described as follows, viz:

That part of Government Lot 1, Section 15, Town 29 North, Range 11 West, lying North of Fort Road and West of Highway M-22, EXCEPT commencing at the Northwest corner of said Section; thence South 00 degrees 04 minutes East, along section line 1316.72 feet to the centerline of Fort Road; thence North 86 degrees 10 minutes East along said centerline, 921.25 feet to the Point of Beginning; thence South 86 degrees 10 minutes West, 850.00 feet; thence North 00 degrees 04 minutes West, 200.00 feet; thence North 86 degrees 10 minutes East, 850.00 feet; thence South 00 degrees 04 minutes East, 200.00 feet to the Point of Beginning.

EXCEPT: Part of Government Lot 1, Section 15, Town 29 North, Range 11 West, more fully described as: Commencing at the Northwest corner of said Section 15; thence South 88 degrees 32 minutes 05 seconds East, 1646.85 feet along the North line of said Section 15 to the Point of Beginning; thence South 88 degrees 32 minutes 05 seconds East, 125.00 feet to a point on the Westerly right-of-way line of Highway M-22; thence South 10 degrees 14 minutes 30 seconds West, 50.00 feet along said Westerly right-of-way line; thence North 88 degrees 32 minutes 05 seconds West, 125.00 feet, parallel with said North section line; thence North 10 degrees 14 minutes 30 seconds East, 50.00 feet to the Point of Beginning. TOGETHER WITH a non-exclusive easement for ingress and egress, the centerline of which is described as being in part of Government Lot 1, Section 15, Town 29 North, Range 11 West, more fully described as: Commencing at the Northwest corner of said Section 15; thence South 88 degrees 32 minutes 05 seconds East, 1832.57 feet along the North line of said Section 15 to a point on the centerline of Highway M-22; thence South 01 degrees 14 minutes 30 seconds West, 110.56 feet along said centerline; thence Southwesterly 1142.20 feet, along said centerline and the arc of a 11459.66 foot radius curve to the right, the long chord of which bears South 13 degrees 06 minutes 07 seconds West, 1141.73 feet; thence South 88 degrees 17 minutes 42 seconds West, 598.24 feet, along the centerline of Fort Road to the Point of Beginning of said easement centerline; thence North 02 degrees 00 minutes 21 seconds West, 196.43 feet; thence North 10 degrees 21 minutes 34 seconds East, 167.42 feet; thence North 13 degrees 56 minutes 13 seconds East, 306.97 feet; thence North 26 degrees 14 minutes 05 seconds East, 101.59 feet; thence North 37 degrees 16 minutes 54 seconds East, 164.28 feet; thence North 44 degrees 35 minutes 28 seconds East, 353.03 feet; thence North 55 degrees 06 minutes 30 seconds East, 100.11 feet; thence North 75 degrees 30 minutes 47 seconds East, 118.63 feet to the Point of Ending of said easement centerline.

SUBJECT TO rights-of-way in favor of Cherryland Rural Electric Cooperative Association, recorded in Liber 195, Page 479 and Liber 273, Page 171.

ALSO SUBJECT TO easement for laying of gas main and gas service pipe, terms and conditions thereof, in favor of Michigan Consolidated Gas Company as recorded in Liber 272, Page 458.

ALSO SUBJECT TO restrictions as cited in Liber 90, Page 199.

ALSO SUBJECT TO non-exclusive easement for ingress and egress in favor of Century Telephone of Michigan, Inc., as recorded in Liber 362, Page 599.

ALSO SUBJECT TO the rights of public as to M-22 and Fort Road.

Barbara Kirt 11/10/98
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MASTER DEED
For
YORK CONDOMINIUMS

MASTER DEED, Made this 27th day of OCTOBER 1998,
by Bernham Limited Partnership, an Ohio limited partnership, of 1225 Dublin Road,
Columbus, Ohio 43215 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of lands herein described and desires to establish the same together with improvements to be located thereon and the appurtenances thereto as a condominium project under the provisions of Act 59 of the Public Acts of 1978, as amended, by recording this Master Deed together with the condominium bylaws attached hereto as Exhibit "A" and the condominium subdivision plans attached hereto as Exhibit "B", both of which are incorporated herein by reference and made a part hereof.

NOW, THEREFORE, the Developer does hereby establish **YORK CONDOMINIUMS** by recording of this Master Deed as a condominium project and does declare that **YORK CONDOMINIUMS** (hereinafter referred to as the "Condominium"), shall be henceforth held, conveyed, encumbered, leased, occupied,

improved and in any other manner utilized, subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I.

TITLE AND NATURE

The Condominium project shall be known as YORK CONDOMINIUMS, Leelanau County Condominium Subdivision Plan No. 81. The condominium project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

The land on which the condominium project is located and which is established by this Master Deed is situated in the Township of Bingham, County of Leelanau and State of Michigan, and described as follows, viz:

That part of Government Lot 1, Section 15, Town 29 North, Range 11 West, lying North of Fort Road and West of Highway M-22, EXCEPT commencing at the Northwest corner of said Section; thence South 00 degrees 04 minutes East, along section line 1316.72 feet to the centerline of Fort Road; thence North 86 degrees 10 minutes East along said centerline, 921.25 feet to the Point of Beginning; thence South 86 degrees 10 minutes West, 850.00 feet; thence North 00 degrees 04 minutes West, 200.00 feet; thence North 86

degrees 10 minutes East, 850.00 feet; thence South 00 degrees 04 minutes East, 200.00 feet to the Point of Beginning.

EXCEPT: Part of Government Lot 1, Section 15, Town 29 North, Range 11 West, more fully described as: Commencing at the Northwest corner of said Section 15; thence South 88 degrees 32 minutes 05 seconds East, 1646.85 feet along the North line of said Section 15 to the Point of Beginning; thence South 88 degrees 32 minutes 05 seconds East, 125.00 feet to a point on the Westerly right-of-way line of Highway M-22; thence South 10 degrees 14 minutes 30 seconds West, 50.00 feet along said Westerly right-of-way line; thence North 88 degrees 32 minutes 05 seconds West, 125.00 feet, parallel with said North section line; thence North 10 degrees 14 minutes 30 seconds East, 50.00 feet to the Point of Beginning. TOGETHER WITH a non-exclusive easement for ingress and egress, the centerline of which is described as being in part of Government Lot 1, Section 15, Town 29 North, Range 11 West, more fully described as: Commencing at the Northwest corner of said Section 15; thence South 88 degrees 32 minutes 05 seconds East, 1832.57 feet along the North line of said Section 15 to a point on the centerline of Highway M-22; thence South 01 degrees 14 minutes 30 seconds West, 110.56 feet along said centerline; thence Southwesterly 1142.20 feet, along said centerline and the arc of a 11459.66 foot radius curve to the right, the long chord of which bears South 13 degrees 06 minutes 07 seconds West, 1141.73 feet; thence South 88 degrees 17 minutes 42 seconds West, 598.24 feet, along the centerline of Fort Road to the Point of Beginning of said easement centerline; thence North 02 degrees 00 minutes 21 seconds West, 196.43 feet; thence North 10 degrees 21 minutes 34 seconds East, 167.42 feet; thence North 13 degrees 56 minutes 13 seconds East, 306.97 feet; thence North 26 degrees 14 minutes 05 seconds East, 101.59 feet; thence North 37 degrees 16 minutes 54 seconds East, 164.28 feet; thence North 44 degrees 35 minutes 28 seconds East, 353.03 feet; thence North 55 degrees 06 minutes 30 seconds East, 100.11 feet; thence North 75 degrees 30 minutes 47 seconds East, 118.63 feet to the Point of Ending of said easement centerline.

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ALSO SUBJECT TO restrictions as cited in Liber 90, Page 199.

ALSO SUBJECT TO non-exclusive easement for ingress and egress in favor of Century Telephone of Michigan, Inc., as recorded in Liber 362, Page 599.

ALSO SUBJECT TO the rights of public as to M-22 and Fort Road.

The above-described premises are conveyed subject to the Restrictive Covenants stated hereinafter in Article VIII.

III.

DEFINITIONS

The following terms, whenever utilized in this Master Deed, Articles of Incorporation, Condominium Bylaws, Bylaws of Association of Co-Owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed and consolidating Master Deed, and in any other document or instrument without limitation shall be defined as follows, viz:

- A. The Act means the Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.
- B. Association shall mean the person designated in the condominium documents to administer the Condominium Project.
- C. Condominium Bylaws means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by the Act to be recorded as part of the Master Deed.
- D. Apartment, Townhouse or Unit shall each mean the enclosed space constituting a single complete residential unit in the Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

E. Condominium Documents wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

F. Condominium Project, Condominium or Project means YORK CONDOMINIUMS as an Condominium Project established in conformity with the provisions of the Act.

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

H. Co-Owner means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. A land contract vendee of a unit in this project shall be the Co-Owner for all purposes relating to the project. The term "owner", wherever used, shall be synonymous with the term "co-owner".

I. Condominium Premises means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described in Article II above.

J. Common Elements where used without modification shall mean both the general and limited common elements described in Article IV hereof.

K. Percentage of Value. The percentage assigned to each individual condominium unit in the condominium Master Deed.

L. Developer. BERNHAM LIMITED PARTNERSHIP.

M. Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. 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 shall also be included to the plural where the same would be appropriate.

IV.

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

1. The land described in Article II hereof, excepting however, the space within each unit boundary and the limited common elements, all as shown on Exhibit "B" attached hereto.
2. The electrical wiring network throughout the project up to the point of connection with electrical fixtures within any unit;
3. The roof area of each garage as designated on Exhibit "B" attached hereto;
4. The telephone wiring network throughout the project;
5. The plumbing and heating network throughout the project including that contained within unit walls, up to the point of connection with plumbing, heating or air conditioning fixtures within any unit;

6. The water distribution system and sanitary sewer system throughout the project;

7. Foundations, first floor construction, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, crawl spaces and floor constructions between unit levels;

8. The television cable network throughout the project, if and when available and installed;

9. 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.

B. The limited common elements are:

1. The patios or decks of each unit, and two (2) parking spaces, all as designated on Exhibit "B" attached hereto, each being assigned as a limited common element to the unit to they are adjacent; and

2. The interior surfaces of unit perimeter walls (including windows and doors therein); ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-Owner of such unit.

C. The costs of maintenance, repair and replacement of all general and limited common elements described above shall be borne by the Association except that the costs of decoration and maintenance (but not repair or replacement except in cases of Co-Owner fault) of all surfaces referred to in Paragraph B(2) above shall

be borne by the Co-Owner of each unit to which such limited common elements are adjacent and appurtenant to.

D. 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.

E. Any maintenance, repair or replacement (the cost of which is to be borne by the Co-Owner) may be performed by or under the direction of the Association and the cost may be assessed against the responsible Co-Owners or Co-Owner as provided in the Association Bylaws.

V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the project is described in this paragraph with reference to the Subdivision and Site Plan of the project attached hereto as Exhibit "B". Each unit shall include all that is contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plan sheet in Exhibit "B" hereto.

B. The percentage of value assigned to each unit is set forth in subparagraph D below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the

Association. The total value of the project is 100. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded.

C. The determination of the percentage of value which should be assigned was made after reviewing the comparative characteristics of each unit in the project and concluding that a combination of square footage, location, value and anticipated use of common elements were the proper determining factors.

D. Each unit shall be assigned an equal percentage of value.

VI.

EASEMENTS

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 as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

VII.

EASEMENTS RETAINED BY DEVELOPER

The Developer reserves for the benefits of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by the Developer or its successors. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility or other easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur by way of example but not limitation when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the project. No easement utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed.

VIII.

RESTRICTIVE COVENANTS

The land described in Article II above (as amended from time to time as herein provided) shall be subject to the restrictions described in Article VI of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land and which restrictions, notwithstanding Article IX hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

X.

AMENDMENT

A. The condominium documents may be amended for a proper purpose, without consent of Co-owners, mortgagees and other interested parties, including the modification of the types and sizes of units prior to construction of units and unsold condominium units and their appurtenant limited common elements, as the amendments do not materially alter or change the rights of the Co-owners, mortgagees, or other interested parties.

B. The condominium documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-owners. A Co-Owner's condominium unit dimensions or appurtenant

limited common elements may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments.

C. A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

D. A Master Deed Amendment, including the consolidating Master Deed, dealing with the addition or modification of units or the physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original condominium.

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

Signed in the Presence of:

DEVELOPER:



ANDREW E. SHOWE

BERNHAM LIMITED PARTNERSHIP

By: Showe Builders, Inc.
Its: Sole General Partner



LAURA K. PILAND



H. Barbey Showe
Its: President

YORK CONDOMINIUM ASSOCIATION

FIRST AMENDMENT TO ASSOCIATION BYLAWS

York Condominium Association, a Michigan non-profit corporation, which owns and operates a condominium project established pursuant to a Master Deed dated October 27, 1998, and recorded on November 10, 1998, in Liber 439, Pages 193 through 242, hereby amends the Association Bylaws of York Condominium pursuant to the authority reserved in Article 8 of the Association Bylaws.

AMENDED ARTICLE III
BOARD OF DIRECTORS

Section 1: The affairs of the corporation shall be governed by a board of five (5) directors, and three (3) alternates, all of whom shall be members of the corporation, except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation

Section 4: Vacancies in the Board of Directors, including the first Board of Directors named in the Articles of Incorporation, caused by any reason other than the removal of a director by a vote of the members of the Association, shall be filled by the vote of the majority of the remaining directors, even though they may constitute even less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the first annual meeting of the members, the Developer may remove and replace any and/or all of the directors from time to time in its sole discretion. A director is automatically removed from the Board of Directors if such person has three (3) consecutive unexplained absences from meetings duly called by the Board of Directors.

Section 7: 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 ten (10) such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director, personally, by mail, telephone, or telegraph, at least ten (10) days prior to the date set for such meeting.

AMENDED ARTICLE IV
OFFICERS

Section 6: The secretary shall keep the minutes of all of the meetings of the Board of Directors and the minutes of all of the meetings of the members of the Association; he shall have charge of the corporate seal and such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the offices of secretary. All Co-owners shall receive a copy of the minutes of all of the meetings of the Board of Directors and the members of the Association within a reasonable time after such meeting has been held.

The above amendments were duly enacted at a scheduled and properly convened meeting of the co-owners of York Condominium on 4/04/, 2002.

In the Presence of:

York Condominium Association,
a Michigan Corporation

Jean Fuller
By: _____
Its: Secretary Jean Fuller

STATE OF MICHIGAN)
)ss
COUNTY OF Grand Traverse)

On this 8th day of October, 2002, before me, a Notary Public, in and for said County, personally appeared Jean Fuller to me known to be the same person described in and who executed the foregoing instrument and who acknowledged the same to be her free act and deed, and that the same is true on her knowledge, except to those matters therein state to be on information and belief, and she believes the same to be true.

Darlene M Thompson
Darlene M Thompson, Notary Public
Leelanau County, Michigan acting in Grand Traverse
My Commission Expires: 3-14-2006

SECOND AMENDMENT TO MASTER DEED
OF YORK CONDOMINIUMS

THIS SECOND AMENDMENT TO THE MASTER DEED is made and executed this 13th day of December, 2004, by YORK CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, whose address is c/o Mr. Paul Plamondon, President, 11255 East Fort Road, Suttons Bay, MI 49682 (hereinafter referred to as "Association").

RECITALS:

A. Bernham Limited Partnership (the "Developer") caused the Master Deed for York Condominiums (the "Condominium") to be recorded on November 10, 1998, in Liber 493, Page 193, in the Office of the Leelanau County, Michigan Register of Deeds (hereinafter, the "Master Deed"), which was then amended on October 8, 2002 in a First Amendment recorded at Liber 623, Page 015.

B. Article X(B) of the Master Deed contemplates its further amendment and authorizes the Association to make such amendments.

C. The Association has determined that certain portions of the Master Deed, Condominium Bylaws, Association Bylaws, and Condominium Subdivision Plans are ambiguous and/or require amendment.

D. The Association's members at a regular meeting held on the 8th day of November, 2004, at which a quorum was present, voted to adopt the following amendments, either in person or by proxy, and gave the President the authority to sign and execute this Second Amendment and to have it recorded.

NOW, THEREFORE, the Association hereby amends the Master Deed, Condominium Bylaws, Association Bylaws, and/or Condominium Subdivision Plans pursuant to the authority set forth above, as follows:

Common Elements

1. By amending Article IV, Section A, subsection 5 and Article IV, Section B of the Master Deed, to clarify the status of the heating systems and porches/patios, as follows

A. By deleting Section A.5. in its entirety, and substituting the following:

"5. The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;"

B. By adding a new Section B.3. to read as follows:

"3. The heating network and systems (including boilers and fireplaces) servicing Buildings 7 and 8 (also known as Buildings J and K) including that contained within unit walls, up to the point of connection with heating, venting, or air conditioning fixtures within any unit;"

C. By adding a new Section B.4. to read as follows:

"4. The exteriors of screened-in porches and garages appurtenant to Buildings 7 and 8 (also known as Buildings J and K)."

2. By clarifying the Condominium Subdivision Plans, Exhibit B to the Master Deed, on sheets ## 3, 4, 11, 13 and 15, as follows:

A. Sheets ## 3 and 4 should show that the patios for the Units in Buildings 7 (J) and 8 (K) are limited common elements by using the vertical striping in those areas.

B. Sheet # 11 should show that patios for the Units in Building 8 (K) are limited common elements by using the vertical striping (not the diagonal striping) in those areas.

C. Sheets 13 and 15 should show that the "bay window" areas in Units 33-36 and 41-44 are part of the units, by deleting the cross-hatched striping and using no striping in those areas.

Building Reference Numbers

3. Throughout all the existing condominium documents, buildings are referred to by numbers 1-11. In practice, the condominium refers to those buildings using a lettering system, as

follows:

Building 1 = Building A
Building 2 = Building B
Building 3 = Building C
Building 4 = Building D
Building 5 = Building E
Building 6 = Building F
Building 10 = Building G
Building 9 = Building H
Building 11 = Building I
Building 7 = Building J
Building 8 = Building K

Maintenance of Common Elements

4. By amending the obligations of the Association and the Co-owners as to common elements, by deleting Article IV, Section C, in its entirety, and substituting in its place the following:

"C. The costs of maintenance, repair, and replacement of all general and limited common elements described in paragraphs B. and C. above shall be borne by the Association. Subject to the following exceptions: (i) the costs of decoration and maintenance (but not repair or replacement other than in cases of Co-owner fault) of items described in subparagraph B.4.; and (ii) the ongoing expenses of normal use and operation, together with any direct and indirect costs resulting from the use (but not repair or replacement except in cases of Co-owner fault) of items described in subparagraph B.3., which shall be borne by the Co-owners to which those limited common elements are appurtenant. In the case of boilers, all costs shall be allocated equally across those units serviced by a boiler, and shall be invoiced to Co-owners and paid directly by them to the vendor providing such service. In the event that any Co-owner fails to pay when due the above sums for maintenance and repair of limited common elements, the Association's remedies set forth in Article II, Section 6 of the Condominium Bylaws shall apply."

Board of Directors

5. By amending Article III, Section 2 of the Association Bylaws in its entirety, and substituting the following:

"Section 2. Beginning in the year 2004, the board of

directors shall be elected for two-year terms but staggered so that there is continuity from year to year. For the election of the five directors in 2004 only, the following special rules shall apply: (i) three directors shall be elected for a period of one year (ie, their term shall expire in 2005) and thereafter successors to those directors shall be elected for the normal two-year term; and (ii) two directors shall be elected for a period of two years (ie, their term shall expire in 2006). In all subsequent elections, the term of all directors shall be for a period of two years. Election to the board and/or any change in number of directors shall be by simple majority of the members present in person or by proxy at a meeting where a quorum is present. Any change in the number of directors shall maintain staggered two-year term splits."

Officers

6. By amending Article IV of the Association Bylaws, to add a new Section 1a, to read:

"All officers shall also be members of the board, provided that as a member of the board the officer is not required to fill that office for the entire period he or she sits on the board. Multiple offices may be held by one person, provided that the offices of president and vice president shall not be held by the same person."

7. By amending the Condominium Bylaws, Article I, Section 6 to delete the final sentence thereof regarding officers being compensated, and substituting in its place:

"Officers shall not be compensated as such, but may be reimbursed their reasonable and necessary expenses."

Insurance and Maintenance

8. By adding a new Section 3a to Article IV of the Condominium Bylaws, which is intended to clarify the respective obligations of the Association and co-owners with respect to insurance and maintenance responsibilities within units, to read as follows:

"Section 3a - Summary of Maintenance and Insurance Obligations.

(a) The insurance coverages carried by the Association will not cover a co-owner's personal

possessions or liability arising as a result of activities occurring within a unit or its appurtenant common elements (regardless of fault). Each co-owner should procure and maintain what amounts to homeowner's insurance, which should also include casualty, theft, liability, and fire coverages. Also, any limited common elements may require separate insurance which must be paid for by the benefitted properties. If a co-owner has furnishings, valuables, or improvements that are different from the Developer's original plans and specifications, the co-owner should contact an insurance agent to make sure that those items are properly insured. In no event will the Association's insurance coverages on general or limited common elements suffice to protect a co-owner's unique and valuable household effects or unique improvements within a unit.

(b) The maintenance, repair, and replacement responsibility of the Association excludes interior improvements such as interior wall paints or wallpaper, lighting, curtains and window treatments, floor coverings, appliances, and other custom changes done to a unit since the Developer originally sold the unit.

(c) Examples of Co-owner responsibility for maintenance, repair, and replacement include (without limitation): (i) damage to the unit caused by water pipes freezing; (ii) damage to the unit caused by sewage backups; (iii) damage to the unit caused by failure of the roof systems (trusses, shingles, soffets, etc.); and (iv) damage to the unit cause by flooding from any cause.

(d) The provisions of this new Section 3a are intended to clarify and (to the extent of any conflicts) replace existing sections of the Master Deed and Condominium Bylaws, such as: Master Deed Article IV(C); Condominium Bylaws Article IV(3) & (4); and Condominium Bylaws Article V(4)."

Restrictions of Day and Foster Care

9. By adding a new Article VI-A to the Condominium Bylaws, setting forth restrictions on day care and foster care activities in units, to read as follows:

"ARTICLE VI-A

CERTAIN RESTRICTIONS ON DAY CARE AND FOSTER CARE

Section 1. Statement of Policy. The Association hereby states that it is its policy to **PROHIBIT ABSOLUTELY** foster care homes of any kind or type, regardless of whether they are licensed by the State of Michigan, which are intended to and serve as homes for minor children under the age of eighteen (18) years of age, for the reason that such homes might tend to diminish the values of the adjacent units due to poor supervision of the wards of such homes. The Association hereby states that it is its policy to **PROHIBIT ABSOLUTELY** day care and adult foster care homes, for the reason that the extra traffic and congestion associated therewith will adversely impact on the rights of other owners.

Section 2. Violations. Any owner who violates the prohibition contained in Section 1 shall be in violation of these Condominium Bylaws. Notwithstanding any expression of "public policy" favoring such prohibited uses, the Association declares that such uses shall be a nuisance, shall be counter to the spirit of this private property development, and shall trigger the remedies described in Section 3.

Section 3. Remedies. The Association, by simple majority vote of the Board of Directors, shall be expressly authorized to levy a special assessment against any unit being used for such prohibited purposes in an amount equal to the daily gross revenues realized by the unit co-owner who is using his/her/its unit in violation of this Article VI-A. This sum shall be deemed to constitute reasonable liquidated damages to the Association and all the other co-owners for loss of enjoyment and diminution in value of the Project caused by such violation(s). The Association shall also be entitled to exercise the remedies set forth in Article XI of these Condominium Bylaws. The Association shall also be given the unilateral right in its sole discretion to resolve a dispute arising under this Article VI-A via binding arbitration using the procedures set forth in Article III of the Condominium Bylaws (this sentence being construed to invoke statutory as well as common law arbitration)."

Flag Rights; Persons with Disabilities

10. By adding a new Article VI-B to the Condominium Bylaws,

setting forth certain State law requirements regarding flag rights and limitations of the applicability of legal requirements pertaining to persons with disabilities within a private condominium, to read as follows:

"ARTICLE VI-B

CERTAIN PUBLIC POLICY RIGHTS PRESERVED

Section 1. Flag Rights. In accordance with Section 56a of the Act, all Co-owners shall have the rights to raise and fly the United States flag as reserved by State law.

Section 2. Persons with Disabilities. In accordance with Section 47a of the Act, the right of Co-owners with disabilities to make improvements to reasonably accommodate their disability is preserved within the Condominium, but subject to the limitations set forth in that statutory provision. The Condominium nonetheless retains its character as private property, and this section shall not require construction of barrier-free accesses to common elements."

Leasing of Units

11. By clarifying the rights and obligations regarding leasing of units, through the deletion of Article VI, Section 2 of the Condominium Bylaws, and substitution in its place of the following:

"Section 2. Co-owners may rent any number of Units at any time for any term of occupancy not less than six months (180 days), but only for residential purposes as provided in Article VI, Section 1. No daily, weekly, or other short-term rentals shall be permitted. Any leasing shall be subject to the following:

(a) Disclosure of Lease Terms to Association. A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (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 to ensure compliance with the Condominium Documents.

(b) Compliance with Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases

and rental agreements shall so state.

(c) Procedures in the Event of Non-Compliance with Condominium Documents. 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 (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or non-owner occupant and, simultaneously, for money damages 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. If the Truth in Renting Act is deemed to apply and preclude the Association's recovery of attorney's fees and costs against the tenant, then it may specially assess those sums against the Co-owner.

(d) Notice to Co-owner's Tenant Permitted Where Co-owner in Arrears to the Association for Assessments.

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 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."

Relaxation of Restrictions on Tree-Cutting;
Use of Decks and Patios

12. By relaxing certain restrictions contained in the Condominium Bylaws relating to the cutting of trees and use of decks and patios, as follows:

A. By deleting the last sentence of Article VI, Section 13, and substituting in its place the following:

"The Association, acting through its Board of Directors in its sole discretion, may authorize the cutting, trimming, and removal of trees as the interests of safety, aesthetics, or good forestry practices require."

B. By deleting Article VI, Section 14 in its entirety, and substituting in its place the following:

"No unsafe or hazardous condition or activity shall be maintained upon any limited common element patios or decks. All patios and decks shall be kept reasonably clean and uncluttered. No fixtures to a patio or deck shall be made. Types of personal possessions which may be used and/or stored on patios and decks shall include (without limitation) outdoor furniture, grills, and incidentals to the foregoing."

Ratification of Association Policies

13. By having the Association's members ratify that certain rules and regulations, as authorized by Article VI, Section 11 of the Condominium Bylaws and Article III, Sections (h) and (j) of the Association Bylaws, have been duly adopted and promulgated, and that they comprise the following:

1. Policy on Fireplace Installation dated 03/18/02;
2. Policy on Landscaping dated 04/27/04;
3. Policy on Satellite Dishes and Other Antennae dated

4. Policy on Outdoor Hot Tubs dated 09/17/02;
5. Policy on Signs dated 09/18/02;
6. Policy on Central Air Conditioning dated 10/04/02; and
7. Policy on Patio Enlargement dated 10/07/02.

The purpose of the foregoing being to provide record notice to all present and future Co-owners of the existence of such policies, but not being any change or limitation on the power and authority of the Board of Directors to adopt, alter, amend, rescind, or suspend any policies from time to time in its discretion, as set forth in the Condominium and the Association Bylaws.

Actions by Owners

14. By amending Article XI of the Condominium Bylaws to add a new Section 4, to read as follows:

"Section 4. An owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the provisions of the Condominium Documents. An owner may maintain an action against any other owner for injunctive relief or for damages or any combination thereof for noncompliance with the Condominium Documents or the Act. An owner who exercises the foregoing self-help remedies may be allowed to recover reasonable attorney's fees against the Association but only upon establishing the following: (i) proof that the Association was duly notified of the violation / enforcement issue and failed to take action following its next regularly scheduled board of directors meeting; and (ii) the failure to act by the Association was a gross violation of the Condominium Documents. The preceding sentence shall not apply to the enforcing owner's right to seek attorney's fees against the owner alleged to have violated the Condominium Documents; in that proceeding, the prevailing party shall be entitled to an award of reasonable attorney's fees."

Sale of Units; Collection of Assessments

15. By amending Article II of the Condominium Bylaws to add a new Section 6, to read as follows:

"Section 6. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments

by the purchaser in preference over any other assessments or charges of whatever nature except: (a) amounts due the State of Michigan or any subdivision thereof for taxes or special tax assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Unit and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. The protection provided in the previous sentence shall not apply to any purchaser or grantee who fails to request a written statement from the Association at least five days before the sale, or to pay any unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested; whereupon that purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys' fees incurred in connection with the collection thereof."


16. By amending Article XI, Section 1, subsections (a) and (b) thereof, so that the remedies granted to the Association shall include the failure by a Co-owner to comply with rules and regulations duly adopted by the Board of Directors, as described in paragraph 13 of this Second Amendment.

17. Upon recording of this Second Amendment in the Office of the Leelanau County, Michigan Register of Deeds, the Master Deed shall be so amended.

18. In all other respects, the Master Deed, Condominium Bylaws, Association Bylaws, and Condominium Subdivision Plans remain full force and effect.

Signed in the presence of:


YORK CONDOMINIUM ASSOCIATION:



 Charles R. Mayer, II



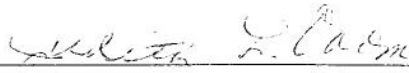
 Paul Plamondon, President



 STATE OF Michigan)
) ss.
 COUNTY OF Grand Traverse

On 12-13, 2004, before me, a notary public, personally appeared Paul Plamondon, to me known to be the person who executed the foregoing document, and who acknowledged that he did so with authority for the above Michigan nonprofit corporation.

MATT L. ODOM, NOTARY PUBLIC
LEELANAU COUNTY, MICHIGAN
Acting in Grand Traverse County
My Commission Expires 11-02-07



Notary Public,
My commission expires:

Prepared By:

Charles R. Meyer, III, P.C. (P 36193)
236 1/2 East Front Street
P.O. Box 950
Traverse City, Michigan 49685
(231) 922-0800

CONDOMINIUM BYLAWS

YORK CONDOMINIUMS

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. YORK CONDOMINIUMS shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association" organized under the laws of the State of Michigan.

Section 2. The Association shall be organized to manage, maintain, and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association may provide for independent management of the Condominium Project.

Section 3. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) 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 in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be in value.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 8 of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote each unit which it owns and

with respect to which it is paying full monthly assessments. Notwithstanding anything herein to the contrary, a purchaser of a unit by means of a land contract shall be designated the owner of that unit and entitled to the vote for that unit.

(e) 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 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.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owner at least ten (10) days prior to said meeting.

(g) The presence, in person or by proxy, of one-fifth (1/5) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.

(h) Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written vote 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.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) per cent 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 and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the member of the Association.

Section 4. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner an annual financial statement, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any lien in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.

Section 5. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer.

Section 6. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) per cent of all Co-owners in number and in value.

Section 7. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the directors seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or

officer may be entitled. At least ten (10) days prior to payment to any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 8. The First Annual Meeting of the members of the Association may be convened by the Board of Directors and may be called at any time after conveyance of legal or equitable title to a unit to a non-developer co-owner but in no event later than one hundred twenty (120) days after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to two (2) condominium units has been conveyed to non-developer co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a condominium unit to a non-developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-developer members and to aid in transferring control from the Developer to non-developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-developer co-owners. The Advisory Committee shall meet at least quarterly with the Board of Directors. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

ARTICLE II.

ASSESSMENTS

Section 1. 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 2. 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, a 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.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) per cent of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors:

- (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium;
- (2) to provide replacements of existing common elements;
- (3) to provide additions to the common elements not exceeding \$1,000.00 annually; 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.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty (60%) per cent of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 3(a) above, shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a unit. 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. Assessments in default shall bear interest at the rate of seven (7%) per cent per annum until paid in full. Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-owner is the owner thereof.

Section 5. 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 6. 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. 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 such lien either by judicial act or by advertisement, and further, 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. Notwithstanding anything to the contrary, 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 ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one 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 ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-owner of record thereof, (2) the legal description of the Condominium unit or units to which the notice applies, (3) the amounts due the Association of Co-owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the 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 ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney 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 on his unit(s). 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 may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner, and to lease the Condominium unit and to collect and apply the rental therefrom.

Section 7. 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 to the unit holder who 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 8. Obligation of the Developer.

(a) The Developer shall be responsible for payment of the full monthly Association maintenance assessment, and all special assessments, for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority. An "incomplete unit" shall mean any unit that is not a Completed unit.

(b) In addition to maintaining any incomplete units owned by it, the Developer shall be charged a portion of the established monthly Association assessment for each incomplete unit established in the Master Deed, whether constructed or not. Such portion shall be determined by the officers of the Association based upon the level of common expenses incurred in respect of such incomplete units, and it may be altered on a month-to-month basis. Each incomplete

unit must, at a minimum, bear its pro rata portion of the cost of all accounting and legal fees, public liability and casualty insurance, road maintenance (including snow removal), utility maintenance, if any, grounds maintenance (including landscaping), real estate taxes in the year of the establishment of the condominium, and the reserve for the repair and replacement of major common elements. Such pro rata portion of such costs shall be allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with the Act.

Section 10. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments 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 and the lien securing 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. 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 Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. 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. No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election 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. The Association shall carry fire and extended coverage, vandalism and malicious mischief, directors and officers and general liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project.

Section 2. 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 all premiums for insurance carried by the Association shall be an expense of administration.

Section 3. Each Co-owner may obtain insurance coverage at his own expense upon his unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property 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, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.

Section 4. All common elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein, and shall further contain all fixtures, equipment and trim within a unit which were furnished with the unit as standard items in accordance with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within a unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be

assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

Section 5. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 6. 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 workmen'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 to the Condominium Project.

ARTICLE V.

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.

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

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances whether free standing or built-in. In the event damage to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts, or other common elements thereof, or to any fixtures, equipment and trim which are standard items within a unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 hereof. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagees jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the units of the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair, and maintenance of the common elements. Immediately after a casualty causing damage to property for which the Association has a responsibility for maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire unit by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the 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 interest may appear.

(b) 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 seventy-five (75%) per cent of the Co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.

(c) 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, but only with the prior written approval of all holders of first mortgage liens on individual units in the Project.

(d) The Association shall promptly notify each institutional holder of a first mortgage lien on any of the units in the Condominium in the event that any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding.

ARTICLE VI.

RESTRICTIONS

Section 1. No unit in the Condominium shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. A Co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI; provided however, that the Co-owner may lease his unit only for periods in excess of three (3) months with leases which have been approved by the Association. A Co-owner may not otherwise lease his unit.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his unit (including interior walls through or in which there exists easements for support or utilities) or make changes in any of the common elements, limited or general, including (but not by way of limitation) exterior painting

or the erection of antennas, lights, aerials, awnings, doors (including screen doors), shutters or other exterior attachments or modifications nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape or drape liner on the exterior side of the windows of his unit other than white, nor shall any Co-owner paint the exterior surface of any door or other exterior surface to his unit in a color or shade not approved in writing by the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may or becomes an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. 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.

Section 5. No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds owned by Co-Owners. Such animals are not be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other lot or unit owners. Dogs and cats shall be confined or leashed at all times while out of doors and shall not be allowed to run free. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

Section 6. The common elements, limited or general, 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. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association, however, until such an area is designated, automobiles may be washed in any convenient area of the parking lot. 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 spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies, and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Condominium. Each unit has been assigned two (2) parking places. All Co-Owners and their guests and invitees are limited to use of the assigned parking places.

Section 9. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 11. 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, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 8, of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) per cent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each unit and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his unit and any limited common elements

appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his unit and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements. No trees shall be removed from the Condominium premises.

Section 14. No unsightly condition shall be maintained upon any balcony and only furniture and equipment consistent with ordinary residential and recreational use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on any deck during seasons when such areas are not reasonably in use.

Section 15. 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 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 excluded by virtue of a deductible provision), in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 16. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any unit which he offers for sale. Until all units in the entire Condominium Project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable

parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

ARTICLE VII.

MORTGAGES

Section 1. 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 sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII.

AMENDMENTS

Section 1. 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 by one-third or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. Except as expressly limited in Section 5 of this Article VIII, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3) of all Co-owners in number and in value.

Section 4. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the First Board of Directors upon proposal of amendments by Developer without approval from any person as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of at least fifty (50%) per cent of all institutional holders of first mortgage liens on any unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I, Sections 4 and 5(b), Article II, Section 3(a), 4 and 7, Article IV, Section 1(d), Article V, Section 1, 4, 6, 7 and 8, Article VII, Section 1, Article VIII, Sections 3 and 5, Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

Section 6. 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 person actually receives a copy of the amendment.

ARTICLE IX.

COMPLIANCE

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

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 XI.

REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents.

(d) 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. No fine may be assessed unless Rules and Regulations establishing such fine have been first duly adopted by the Board of Directors of the Association, and notice thereof given to all Co-owner in the same manner as prescribed in Article II, Section 4, of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly

assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for the subsequent violation.

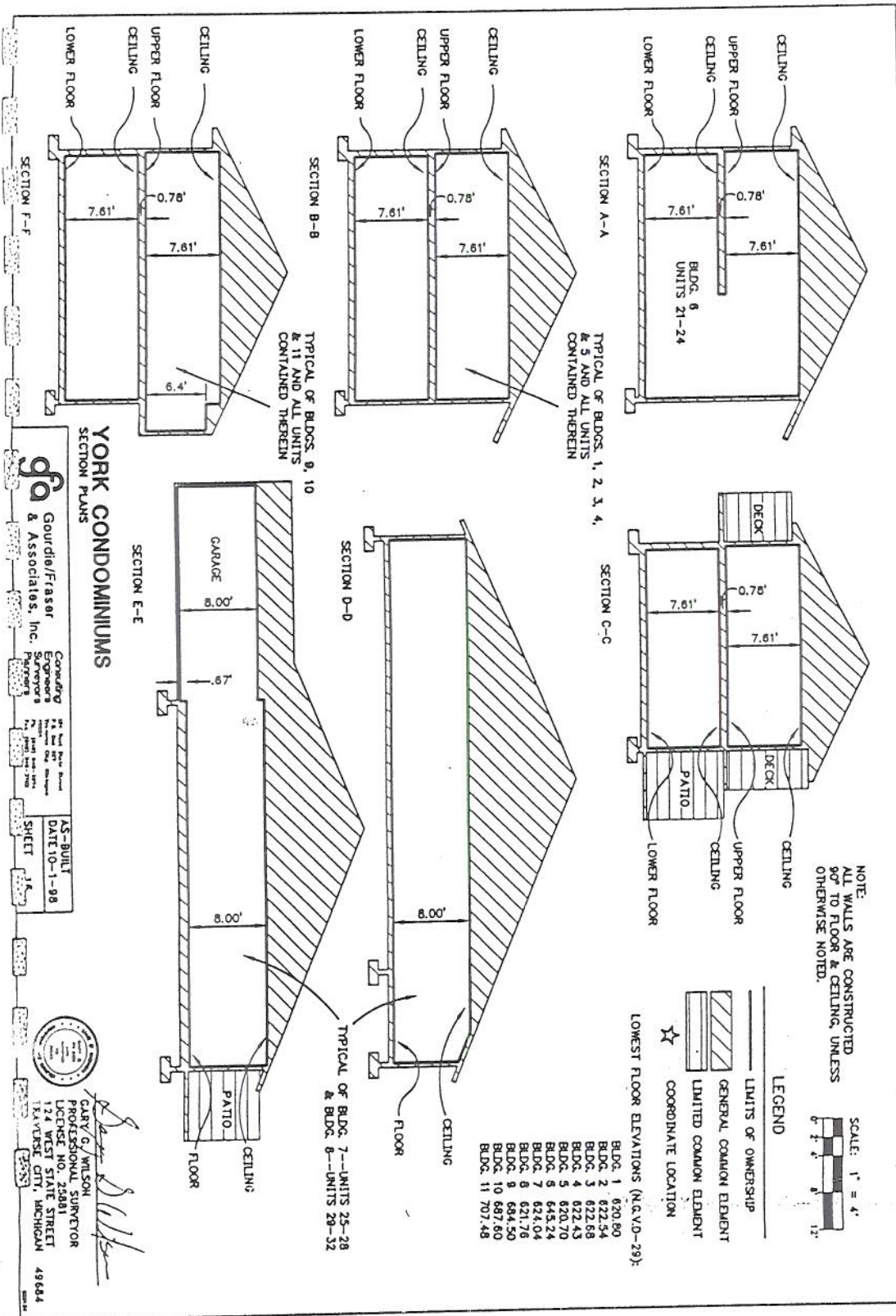
Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. 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 any 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.

ARTICLE XII.

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.



NOTE:
ALL WALLS ARE CONSTRUCTED
90" TO FLOOR & CEILING, UNLESS
OTHERWISE NOTED.



LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE LOCATION

LOWEST FLOOR ELEVATIONS (N.G.V.D.-29):

BLDG. 1	620.80
BLDG. 2	622.54
BLDG. 3	622.68
BLDG. 4	622.43
BLDG. 5	620.70
BLDG. 6	645.24
BLDG. 7	624.04
BLDG. 8	621.76
BLDG. 9	664.50
BLDG. 10	667.60
BLDG. 11	707.48

YORK CONDOMINIUMS
SECTION PLANS

Gourdiel/Fraser
& Associates, Inc.
CONCRETE
ENGINEERS
PLANNERS
124 WEST CITY, MICHIGAN 49664

AS-BUILT
DATE 10-1-98
SHEET



GARY G. WILSON
PROFESSIONAL SUPERVISOR
124 WEST CITY, MICHIGAN 49664

LEELANAU COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 81
EXHIBIT B TO THE MASTER DEED OF
YORK CONDOMINIUMS

BINGHAM TOWNSHIP, LEELANAU COUNTY, MICHIGAN

DEVELOPER:
NATIONAL HOUSING CORPORATION
H. BURGLEY SNOW, PRESIDENT
1222 DUBLIN ROAD
COLUMBUS, OHIO 43215

PROPERTY DESCRIPTION:

That part of Government Lot 1, Section 15, Town 28 North, Range 11 West, Bingham Township, Leelanau County, Michigan, lying North of Fort Road and West of Highway M-22;
EXCEPT COMMENCING at the Northwest corner of said Section; thence South 00°04' East, along section line, 1318.72 feet,
to the centerline of Fort Road;
thence North 88°10' East, along said centerline, 821.25 feet,
to the Point of Beginning;
thence South 88°10' West, 850 feet;
thence North 00°04' West, 200.00 feet;
thence North 88°10' East, 850.00 feet;
thence South 00°04' East, 200.00 feet,
to the Point of Beginning.

EXCEPT: Part of Government Lot 1, Section 15, Town 28 North, Range 11 West, more fully described as:
Commencing at the Northwest corner of said Section 15;
thence South 88°32'05" East, 1846.85 feet,
along the North line of said Section 15 to the Point of Beginning;
thence South 88°32'05" East, 125.00 feet,
to a point on the Western right-of-way line of Highway M-22;
thence South 10°14'30" West, 50.00 feet,
along said Western right-of-way line;
thence North 88°32'05" West, 125.00 feet,
parallel with said North section line;
thence North 10°14'30" East, 50.00 feet,
to the Point of Beginning.

Together with a non-exclusive easement for ingress and egress, the centerline of which is described as being in part of Government Lot 1, Section 15, Town 28 North, Range 11 West, more fully described as:
Commencing at the Northwest corner of said Section 15;
thence South 88°32'05" East, 1183.27 feet,
along the North line of said Section 15 to a point on the centerline of Highway M-22;
thence South 11°41'30" West, 110.56 feet,
along said centerline and the arc of a 11,459.86 foot radius curve to the right, the long chord of which bears South 13°06'07" West, 1141.73 feet;
thence South 85°17'42" West, 598.24 feet,
along the centerline of Fort Road to the Point of Beginning of said easement centerline;

YORK CONDOMINIUMS
COVER SHEET

df Gourde/Fraser
Engineers & Surveyors
124 West State Street
Traverse City, Michigan 49864

AS-BUILD
DATE 10-1-88

Gary D. Wilson
GARY D. WILSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25881
124 WEST STATE STREET
TRAVERSE CITY, MICHIGAN 49864

ATTENTION: COUNTY REGISTRAR OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE
PROPERTY SHOWN IN THE TITLE AND THE SURVEYORS
CERTIFICATE ON SHEET 2.

SHEET INDEX:

- 1 COVER SHEET
- 2 SURVEY PLAN
- 3 SITE PLAN
- 3A SITE PLAN CONTINUED
- 4 UTILITY PLAN
- 4A UTILITY PLAN CONTINUED
- 5 LOWER FLOOR PLAN--BLDG. 1, UNITS 1 THRU 4
BLDG. 2, UNITS 5 THRU 8
- 6 UPPER FLOOR PLAN--BLDG. 1, UNITS 1 THRU 4
BLDG. 2, UNITS 5 THRU 8
- 7 LOWER FLOOR PLAN--BLDG. 3, UNITS 9 THRU 12
BLDG. 4, UNITS 13 THRU 16
BLDG. 5, UNITS 17 THRU 20
- 8 UPPER FLOOR PLAN--BLDG. 3, UNITS 9 THRU 12
BLDG. 4, UNITS 13 THRU 16
BLDG. 5, UNITS 17 THRU 20
- 9 LOWER FLOOR PLAN--BLDG. 6, UNITS 21 THRU 24
- 10 UPPER FLOOR PLAN--BLDG. 6, UNITS 21 THRU 24
BLDG. 7, UNITS 25 THRU 28
BLDG. 8, UNITS 29 THRU 32
- 11 FLOOR PLAN--BLDG. 7, UNITS 21 THRU 24
BLDG. 8, UNITS 25 THRU 28
BLDG. 9, UNITS 33 THRU 36
- 12 LOWER FLOOR PLAN--BLDG. 9, UNITS 33 THRU 36
- 13 UPPER FLOOR PLAN--BLDG. 9, UNITS 33 THRU 36
- 14 LOWER FLOOR PLAN--BLDG. 10, UNITS 37 THRU 40
BLDG. 11, UNITS 41 THRU 44
- 15 UPPER FLOOR PLAN--BLDG. 10, UNITS 37 THRU 40
BLDG. 11, UNITS 41 THRU 44

Subject to non-exclusive Easement for ingress and egress in favor of Century Telephone of Michigan, Inc. as recorded in Liber 362, Page 589.

Subject to restriction as cited in Liber 90, Page 189.

Subject to easement for laying of gas main and gas service pipe, terms and conditions hereof, in favor of Michigan Consolidated Gas Company as recorded in Liber 272, Page 458.

Subject to rights-of-way in favor of Chevrolet Rural Electric Co-operative Association, recorded in Liber 193, Page 478 and Liber 273, Page 171.

LIBER 493 PAGE 225

SUBJECT TO AN EASEMENT FOR THE LAYING OF GAS MAIN AND GAS SERVICE PIPE, TERMS AND CONDITIONS THEREOF, IN FAVOR OF MICHIGAN CONSOLIDATED GAS COMPANY AS RECORDED IN LIBER 272, PAGE 458.

SUBJECT TO RIGHTS-OF-WAY IN FAVOR OF CHERYLAND RURAL ELECTRIC COOPERATIVE ASSOCIATION RECORDED IN LIBER 195, PAGE 479 AND LIBER 273, PAGE 171.

P.O.B.
N.W. COR., SEC. 15,
T.29N., R.11W.

UNPLATTED

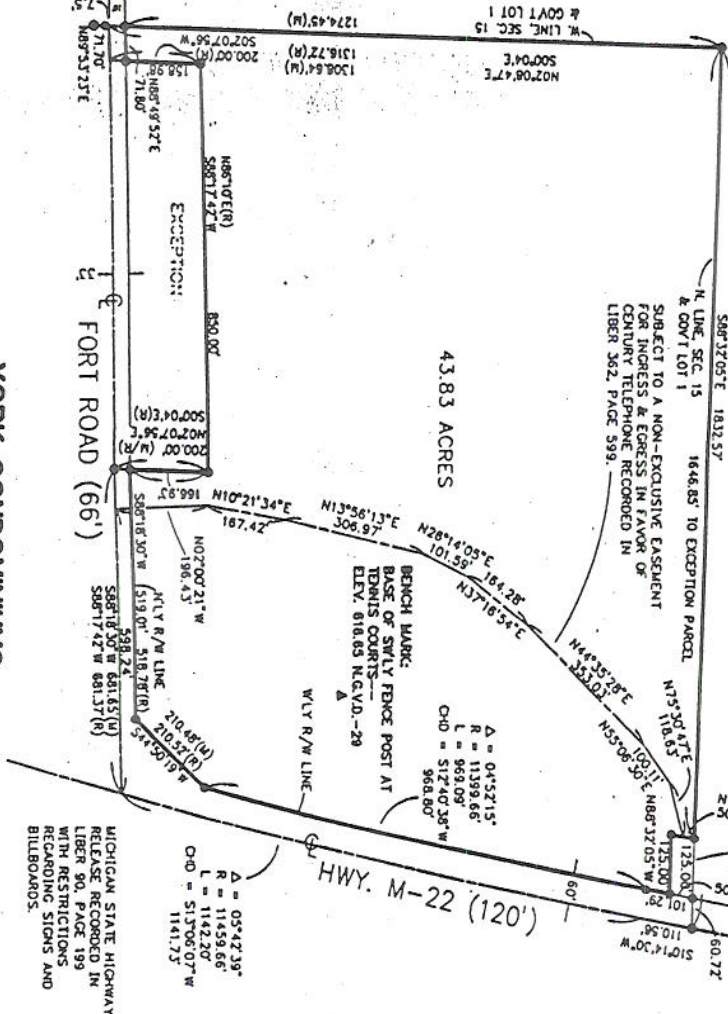
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UNPLATTED

EXCEPTION
PARCEL & EASEMENT
PER G.F. & A. SURVEY
NO. 860017C
AS RECORDED IN
LIBER 5, PGS. 408-409

SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR THE LAYING OF GAS MAIN AND GAS SERVICE PIPE, TERMS AND CONDITIONS THEREOF, IN FAVOR OF CHERYLAND RURAL ELECTRIC COOPERATIVE ASSOCIATION RECORDED IN LIBER 362, PAGE 599.

UNPLATTED

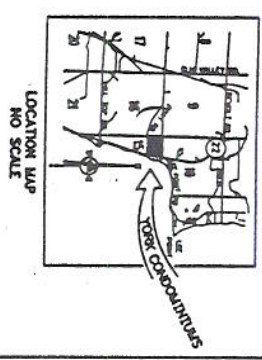
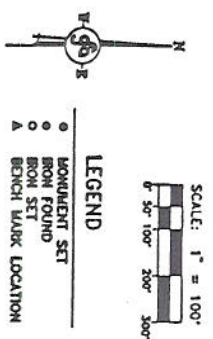


BEARING BASIS:
MICHIGAN STATE HIGHWAY DEPT.
RECORDS (CENTERLINE ALIGNMENT
OF M-22, FILE NO. 45-R-1)

YORK CONDOMINIUMS
SURVEY PLAN

Gourde/Fraser
& Associates, Inc. Planners

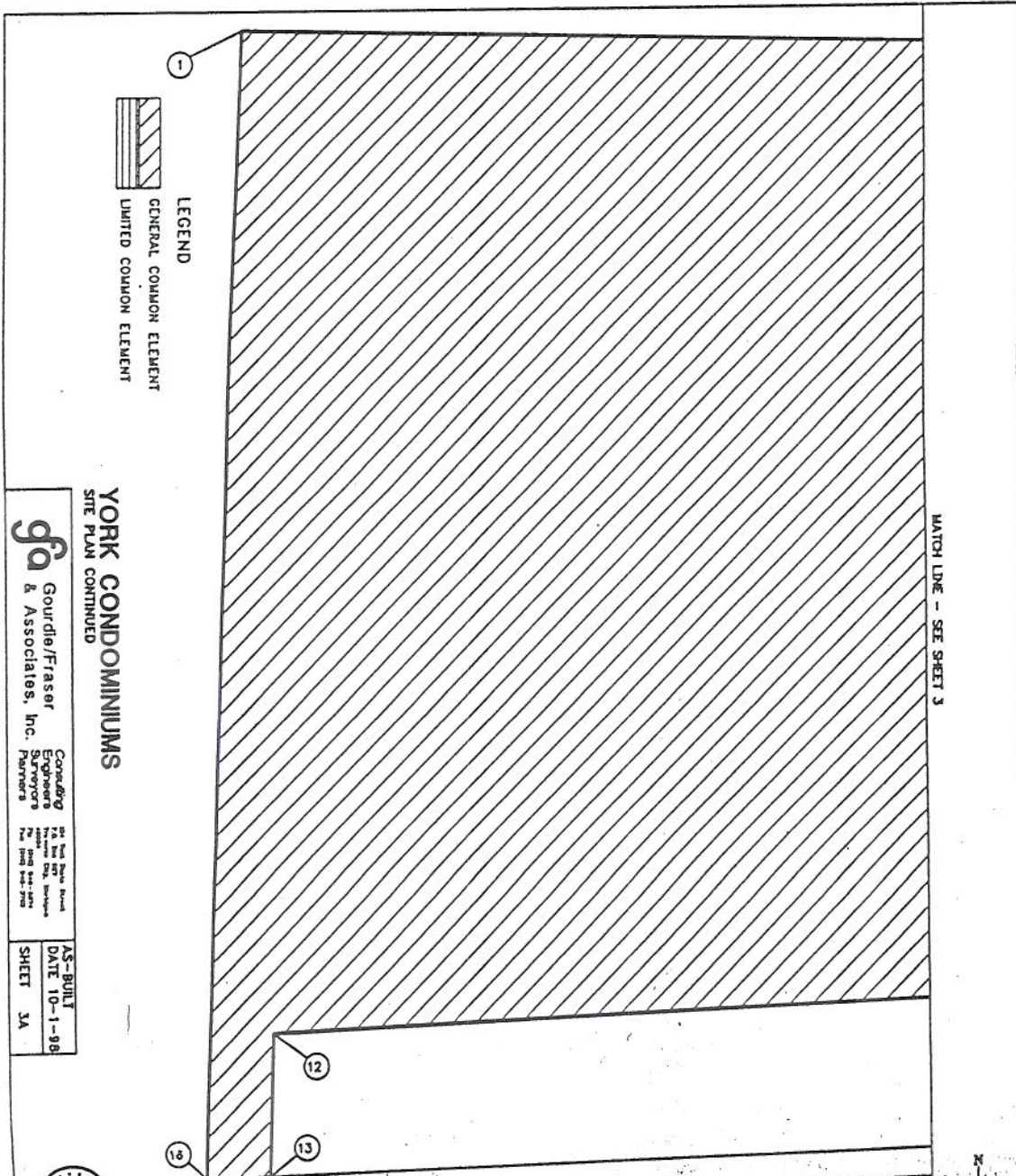
AS-BUILT	DATE 10-1-98
SHEET 2	



I, GARY G. WILSON, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SURVEY PLAN HEREIN AS LETTAMU COURT AS SHOWN ON THE SUBMISSION NO. 1978-198, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO PROPERTY ENCROACHMENTS UPON THE LANDS AND MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 99 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 99 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 99 OF THE PUBLIC ACTS OF 1978.

DATE: 10-1-98

GARY G. WILSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25481
GOURDE/FRASER & ASSOC., INC.
124 WEST STATE STREET
TRAVERSE CITY, MICHIGAN 49684



LEGEND
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT

MATCH LINE - SEE SHEET 3

YORK CONDOMINIUMS
 SITE PLAN CONTINUED



Gouffier & Associates, Inc.
 Consulting Engineers, Surveyors, Planners

2400 West Main Street
 Lansing, Michigan 48906
 Tel: (517) 487-1100
 Fax: (517) 487-1101

AS-BUILT
 DATE 10-1-98
 SHEET 3A

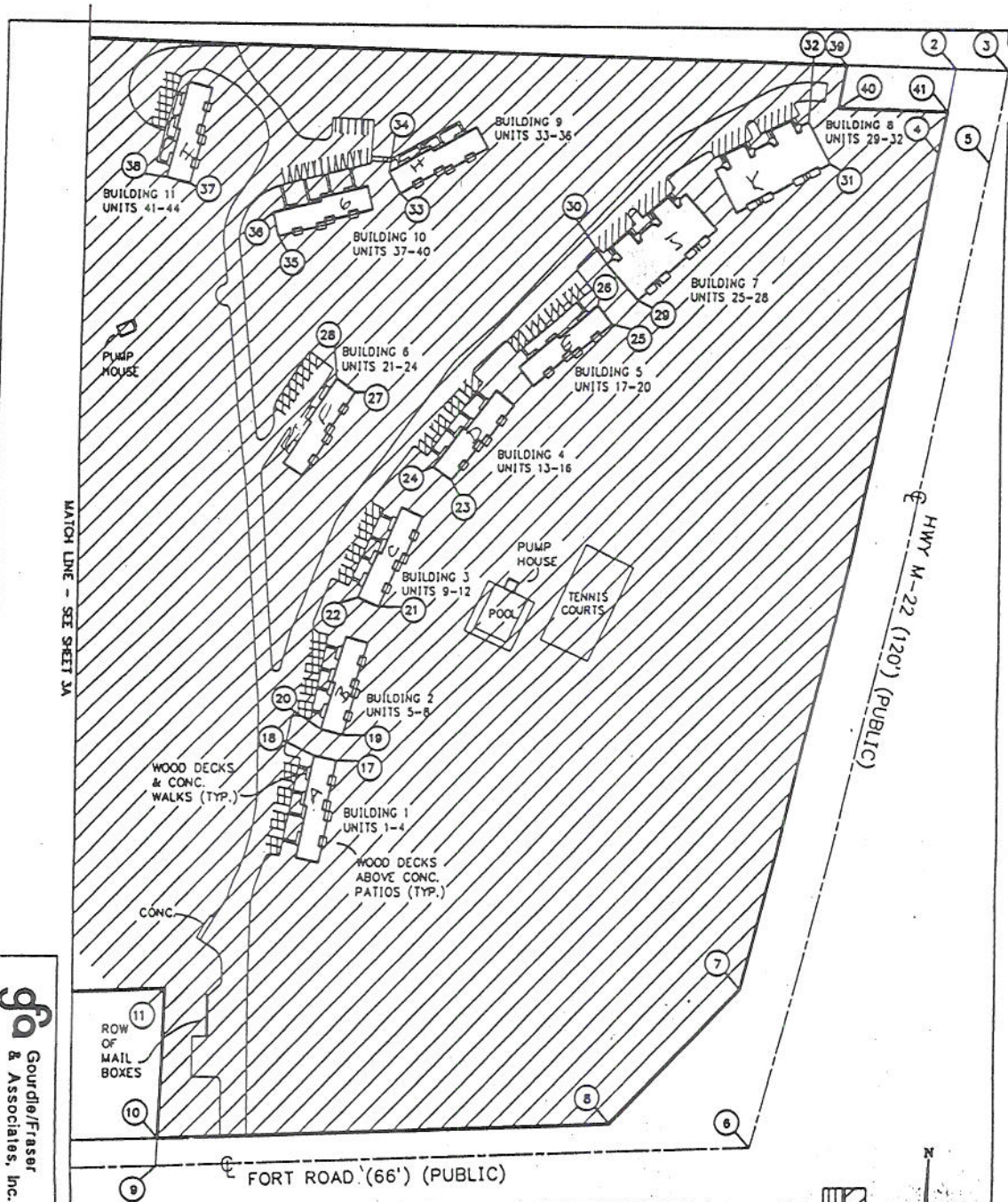


Gary C. Wilson
 GARY C. WILSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 25881
 174 WEST STATE STREET
 TAYLOR, MICHIGAN

FORT ROAD (66') (PUBLIC)

COORDINATE LISTING:	NO.	NORTH	EAST	NO.	NORTH	EAST	NO.	NORTH	EAST
1	6306.59	5048.97	16	5033.03	5001.24	33	6111.80	6184.06	
2	6261.28	6820.25	17	5468.84	6121.45	34	6134.58	6171.11	
3	6259.73	6880.94	18	5474.13	6096.04	35	6082.57	6044.87	
4	6161.60	6802.24	19	5497.08	6127.88	36	6088.01	6038.62	
5	6150.93	6861.28	20	5504.98	6103.11	37	6121.36	5941.76	
6	5038.92	6802.47	21	5848.86	6187.52	38	6127.57	5916.33	
7	5216.42	6589.55	22	5859.23	6143.76	39	6264.48	6693.28	
8	5067.17	6441.13	23	5781.00	6249.82	40	6215.27	6886.39	
9	5018.80	5921.12	24	5806.84	6229.20	41	6212.08	6811.36	
10	5051.85	5922.35	25	5967.52	6431.90				
11	5218.66	5928.56	26	5967.45	6415.20				
12	5193.37	5078.93	27	5890.87	6137.68				
13	5034.50	5073.02	28	5905.56	6116.23				
			29	5993.01	6461.34				
			30	6033.68	6424.32				
			31	6073.24	6478.08				





gfa
Gourdle/Fraser
& Associates, Inc.

Consulting
Engineers
Surveyors
Planners
The York Condominium
Site Plan
SHE

YORK CONDOMINIUM
SITE PLAN

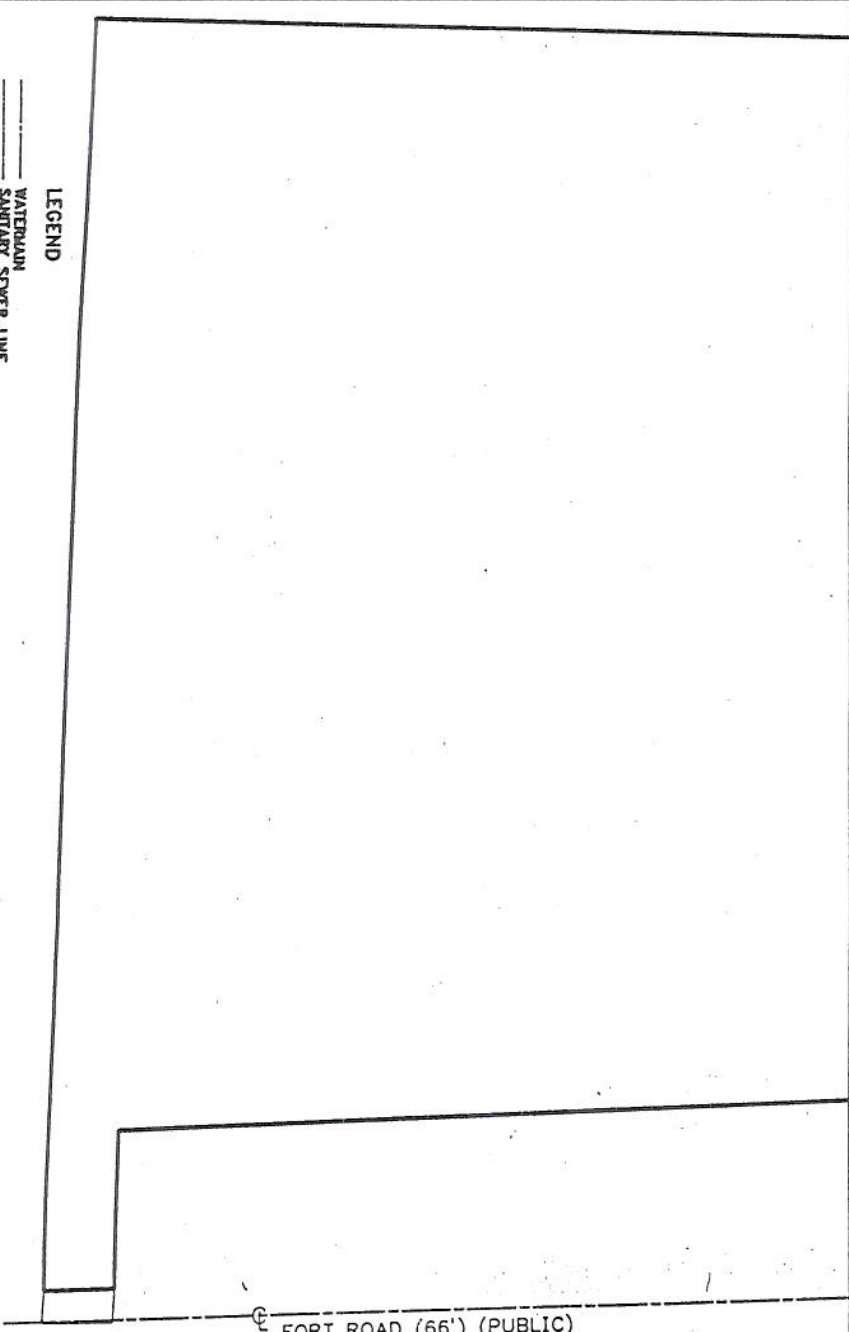
Gary G. Wilson
GARY G. WILSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25981
124 WEST STATE STREET
TRAVERSE CITY, MICHIGAN

NOTE:
2 PARKING SPACES (LIMITED
COMMON ELEMENT) FROM
PARKING AREAS ADJACENT
TO BUILDINGS ARE ASSIGNED
TO EACH UNIT.

LEGEND
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT



MATCH LINE - SEE SHEET 4



LEGEND

- WATERMAIN
- SANITARY SEWER LINE
- GAS LINE
- ELECTRIC, TELEPHONE & CABLE T.V. (UNDERGROUND)

NOTE: LOCATION OF UTILITIES DETERMINED FROM PLANS PROVIDED BY DEVELOPER.

YORK CONDOMINIUMS
UTILITY PLAN CONTINUED

gfo Gourdie/Fraser & Associates, Inc.
 Consulting Engineers, Surveyors, Planners
 100 West River Street
 Detroit, Michigan 48207
 Tel: (313) 244-2700

AS-BUILT
 DATE 10-1-98
 SHEET 4A

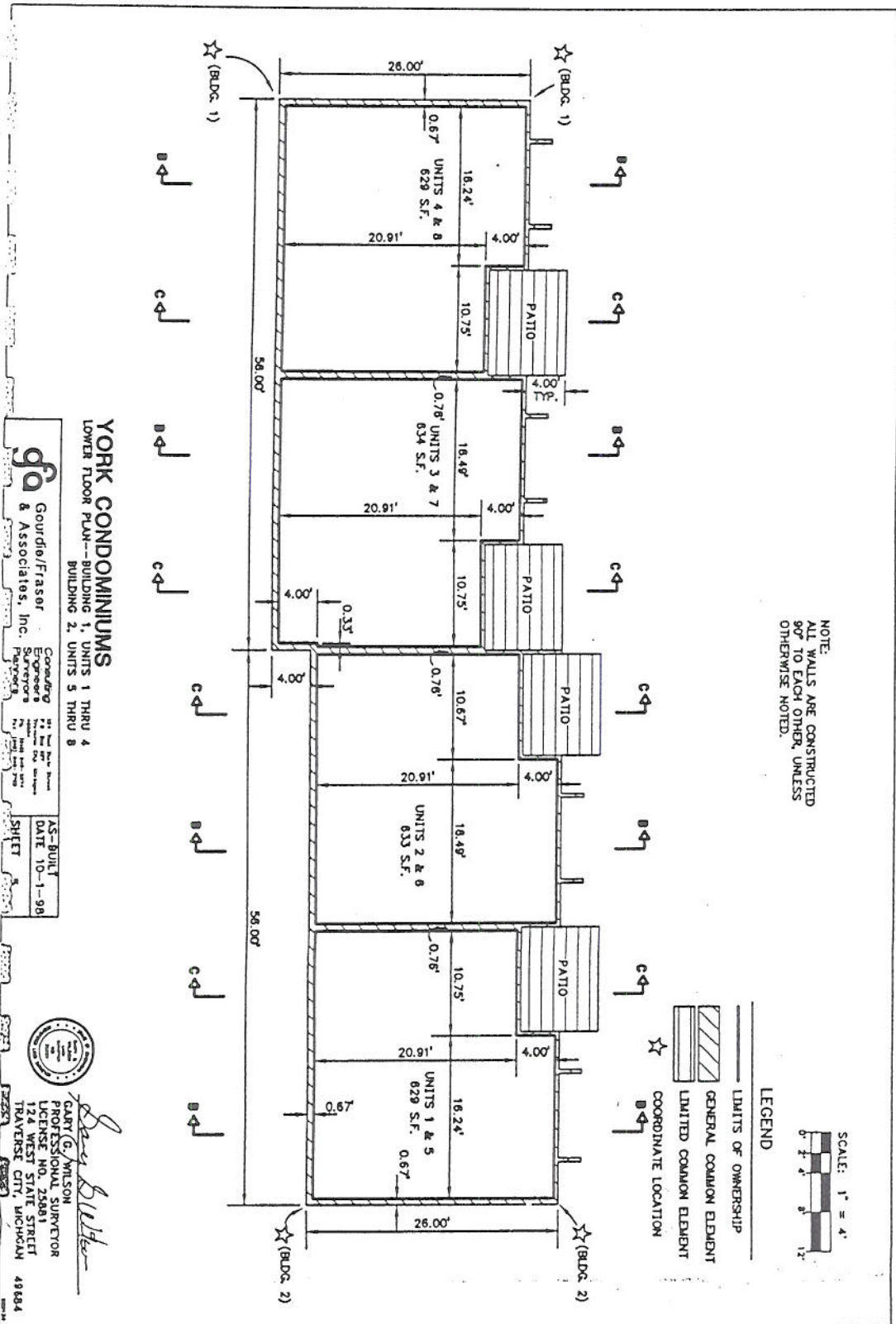


GARY C. WILSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 25981
 124 WEST STATE STREET
 TRAVERSE CITY, MICHIGAN

Gary C. Wilson



SCALE: 1" = 25'-0"



NOTE:
ALL WALLS ARE CONSTRUCTED
90° TO EACH OTHER, UNLESS
OTHERWISE NOTED.

SCALE: 1" = 4'
0' 2' 4' 6' 8' 10'

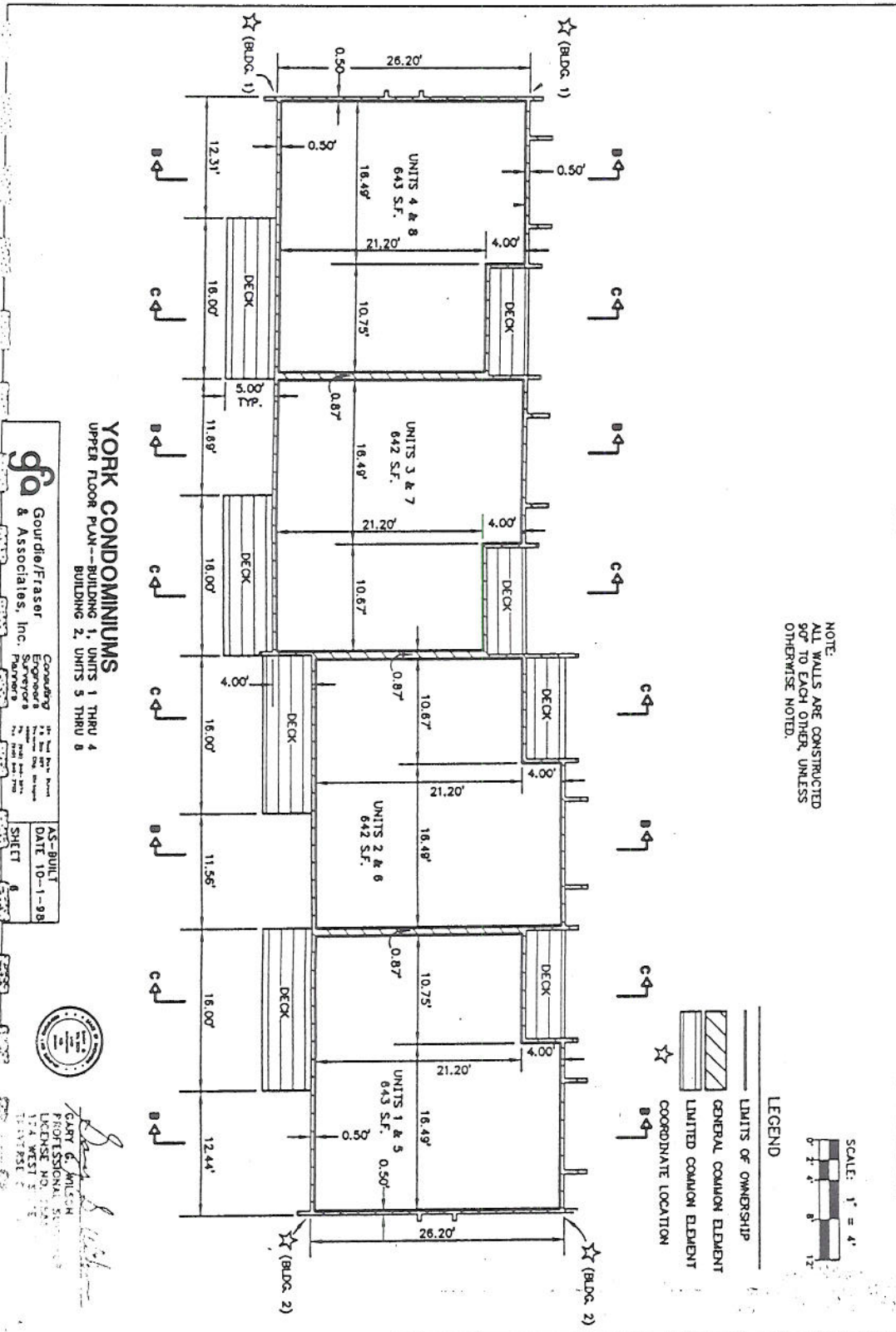
LEGEND
LIMITS OF OWNERSHIP
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
★ COORDINATE LOCATION

YORK CONDOMINIUMS
LOWER FLOOR PLAN--BUILDING 1, UNITS 1 THRU 4
BUILDING 2, UNITS 5 THRU 8

gfo Gourdie/Fraser & Associates, Inc.
Consulting Engineers, Surveyors, Architects, Planners, and Environmental Scientists
125 West 57th Street, 12th Floor, New York, NY 10019
Tel: (212) 692-9000 Fax: (212) 692-9001

AS-BUILT DATE 10-1-98
SHEET

Gary G. Whiston
GARY G. WHISTON
PROFESSIONAL SURVEYOR
LICENSE NO. 2586
124 EAST STATE STREET
TRAVERSE CITY, MICHIGAN 49684

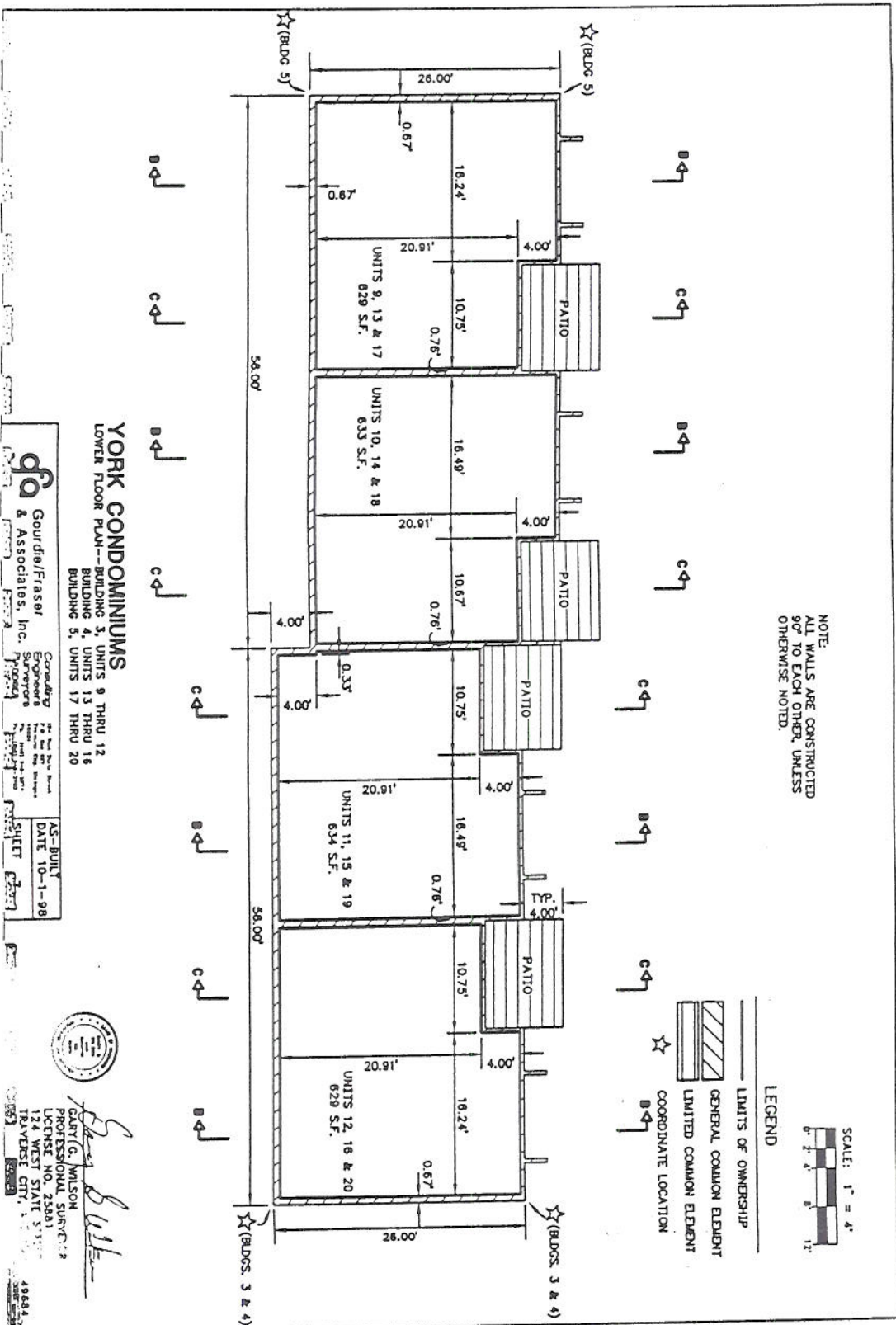


YORK CONDOMINIUMS
 UPPER FLOOR PLAN--BUILDING 1, UNITS 1 THRU 4
 BUILDING 2, UNITS 5 THRU 8

gf Gourdie/Fraser & Associates, Inc.
 Consulting Engineers, Surveyors, Planners
 100 West 42nd Street, New York, N.Y. 10018
 AS-BUILT DATE 10-1-98 SHEET 8



Robert J. Miller
 ROBERT J. MILLER
 LICENSED ARCHITECT
 174 WEST 57th Street
 NEW YORK, N.Y. 10019

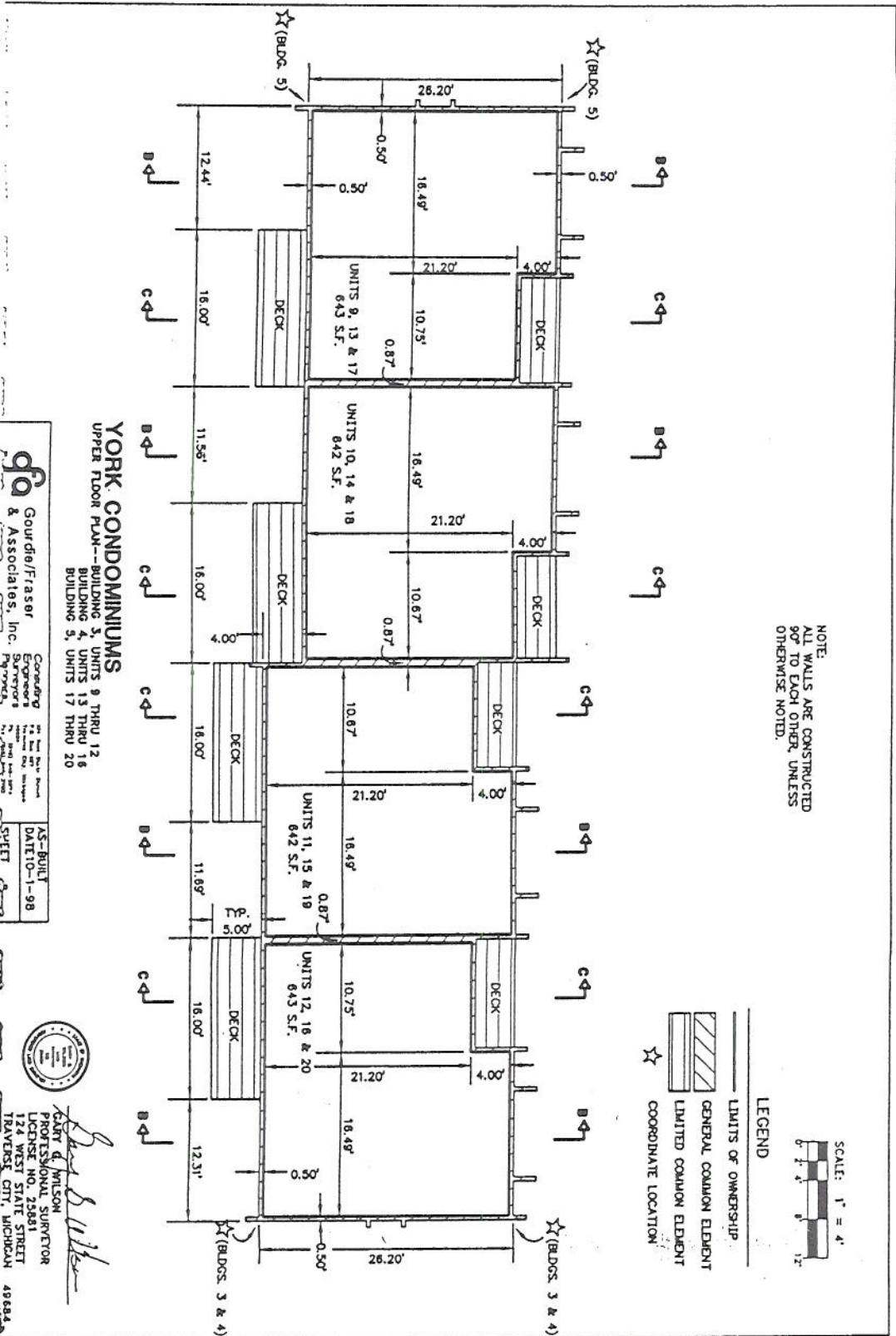


AS-BUILT
 DATE 10-1-98

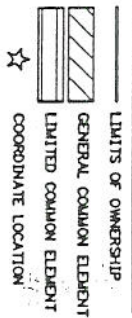
Legend:

- General Common Element
- Limited Common Element
- Coordinate Location

GARY G. WILSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 25861
 12 WEST STATE ST.
 11 VERDE CTR.
 49884



NOTE:
ALL WALLS ARE CONSTRUCTED
90° TO EACH OTHER, UNLESS
OTHERWISE NOTED.

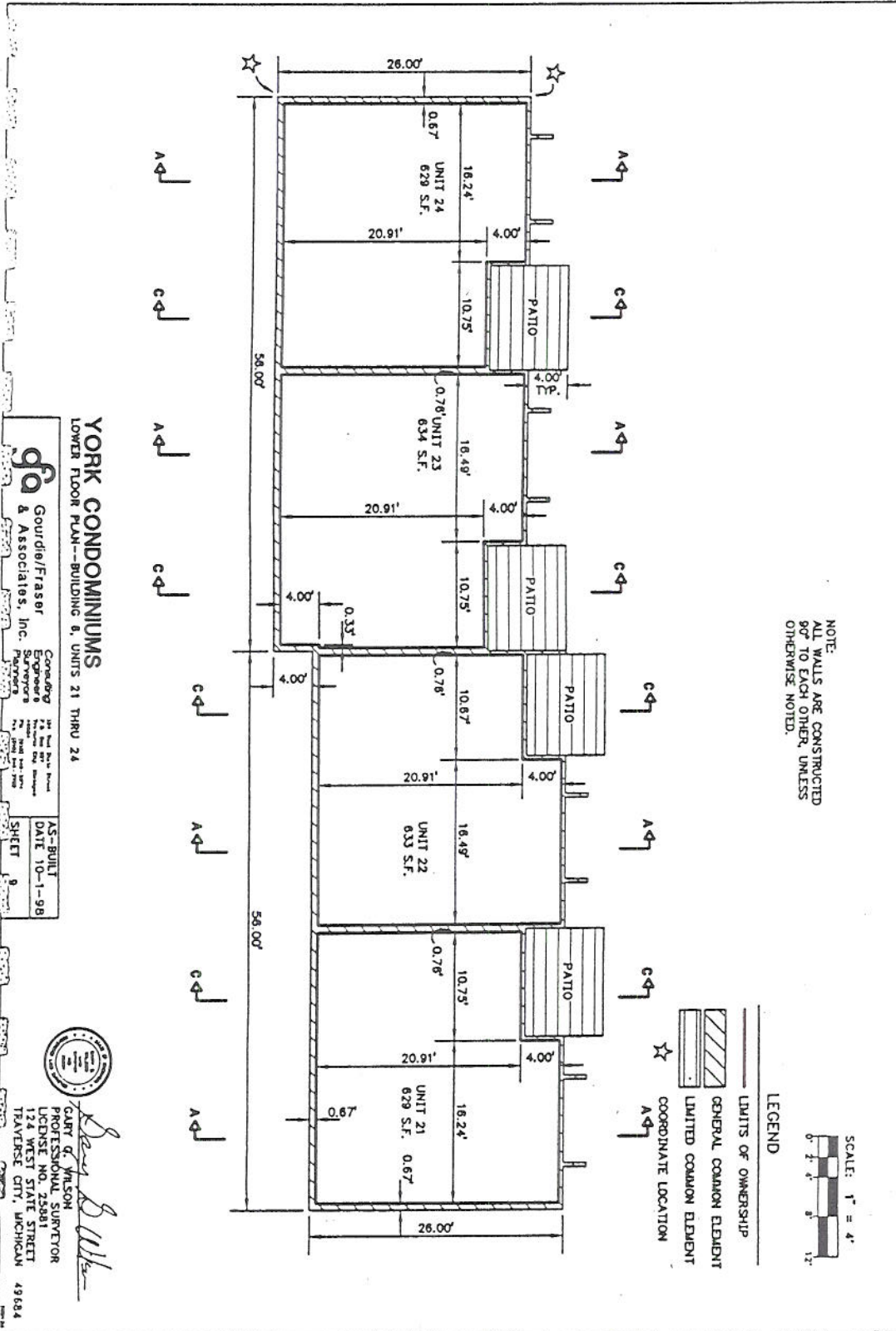


YORK CONDOMINIUMS
UPPER FLOOR PLAN--BUILDING 5, UNITS 9 THRU 12
BUILDING 3, UNITS 13 THRU 16
BUILDING 4, UNITS 17 THRU 20

df Gourde/Fraser
& Associates, Inc. Consulting Engineers, Architects, Planners, and Environmental Scientists
DATE: 10-1-98
SHEET 1



Robert J. Wilson
ROBERT J. WILSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25681
124 WEST STATE STREET
TRAVERSE CITY, MICHIGAN 49684

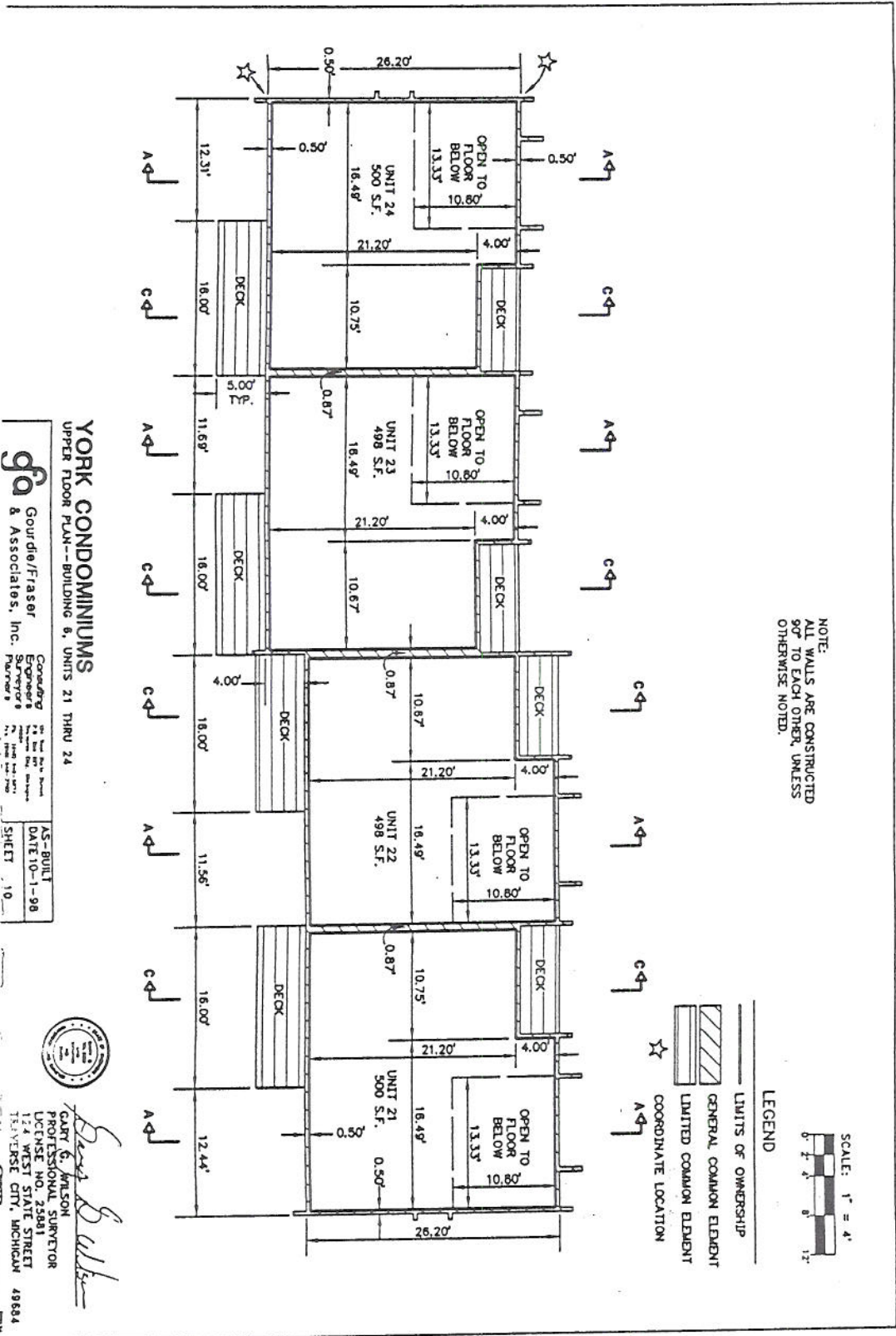


AS-BUILT
DATE 10-1-98
SHEET 8

Gourdie/Fraser & Associates, Inc.
CONDOMINIUM ARCHITECTS
124 WEST STATE STREET
TAYLORVILLE CITY, MICHIGAN 49684



GARY Q. JANSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25881
124 WEST STATE STREET
TAYLORVILLE CITY, MICHIGAN 49684



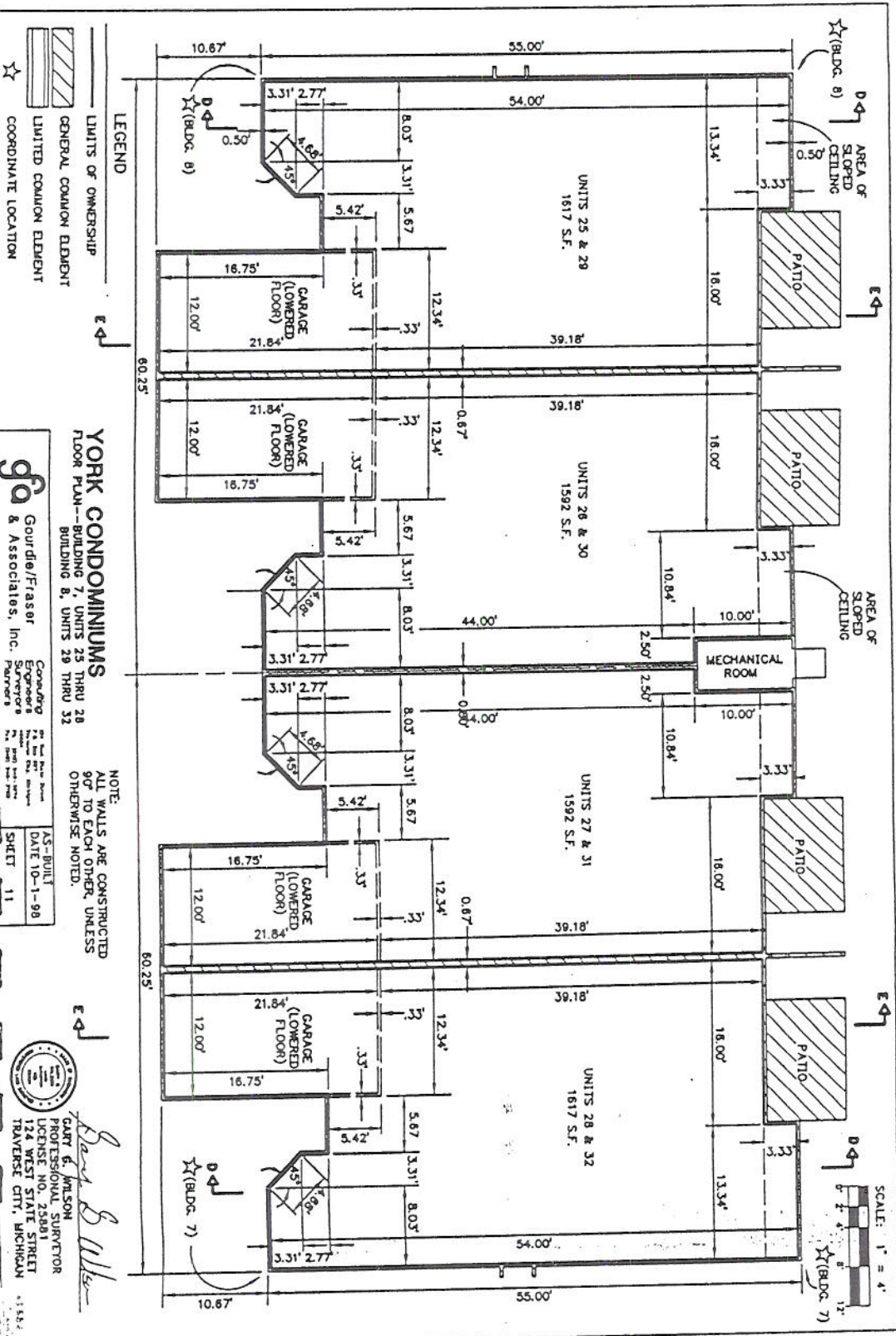
YORK CONDOMINIUMS
UPPER FLOOR PLAN--BUILDING 6, UNITS 21 THRU 24

AS-BUILT
DATE: 10-1-98
SHEET 10

GARY G. WALSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25881
124 WEST STATE STREET
TELEVERSE CITY, MICHIGAN 48884

gfa
Gourdi/Fraser & Associates, Inc.

CONDUCTED BY: Gary G. Walson
DATE: 10-1-98
SCALE: 1" = 4'



YORK CONDOMINIUMS
 FLOOR PLAN--BUILDING 7, UNITS 25 THRU 28
 BUILDING 8, UNITS 29 THRU 32

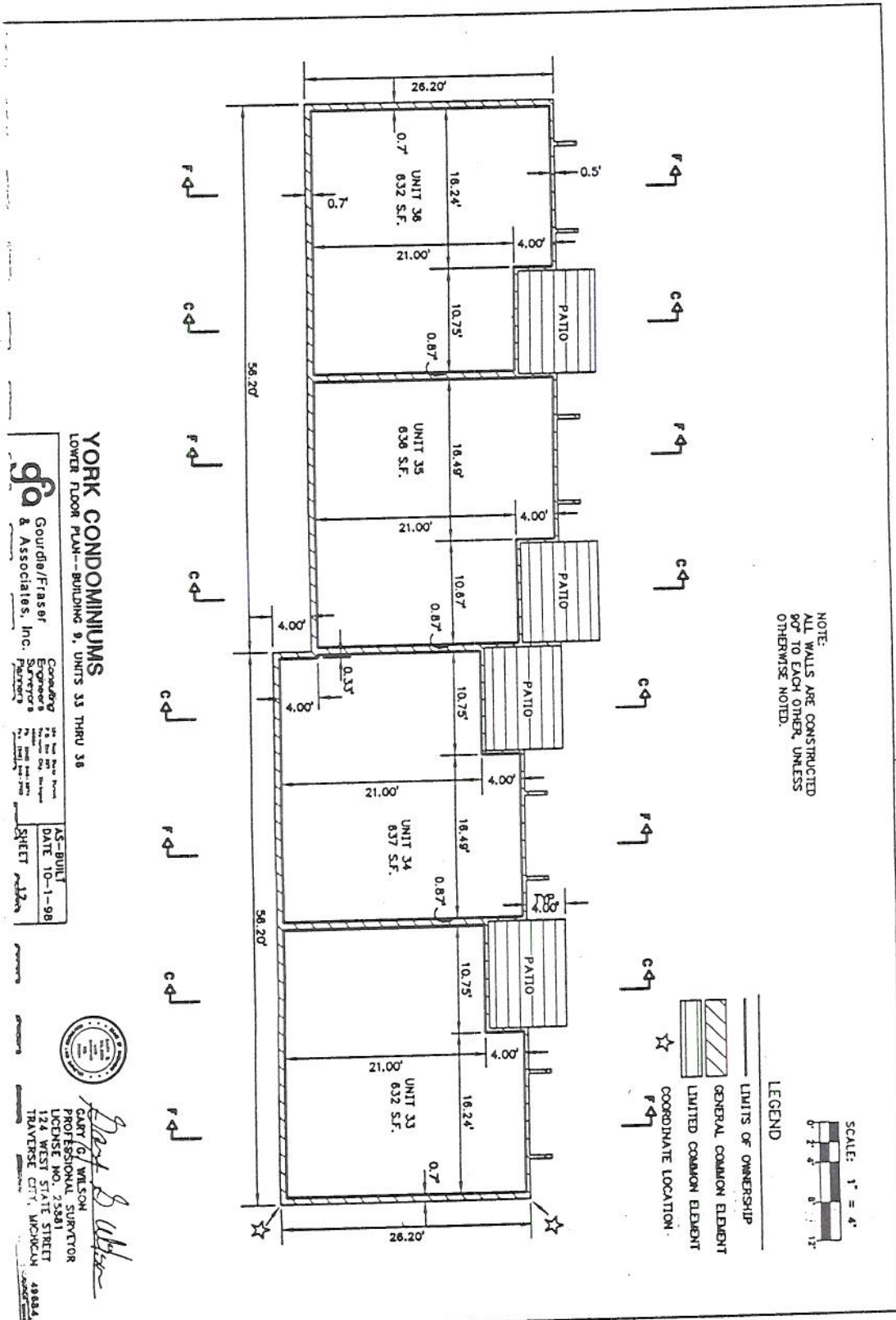
NOTE:
 ALL WALLS ARE CONSTRUCTED
 90° TO EACH OTHER, UNLESS
 OTHERWISE NOTED.

GARY E. WILSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 2580
 174 WEST 5TH AVE. STREET
 TROY, MICHIGAN 48060



Gourdier/Fraser & Associates, Inc.
 Consulting Engineers, Surveyors, Planners
 1000 East Main Street
 Troy, Michigan 48060
 Phone: 482-1111
 Fax: 482-1112

45-BUILD
 DATE 10-1-96
 SHEET 11

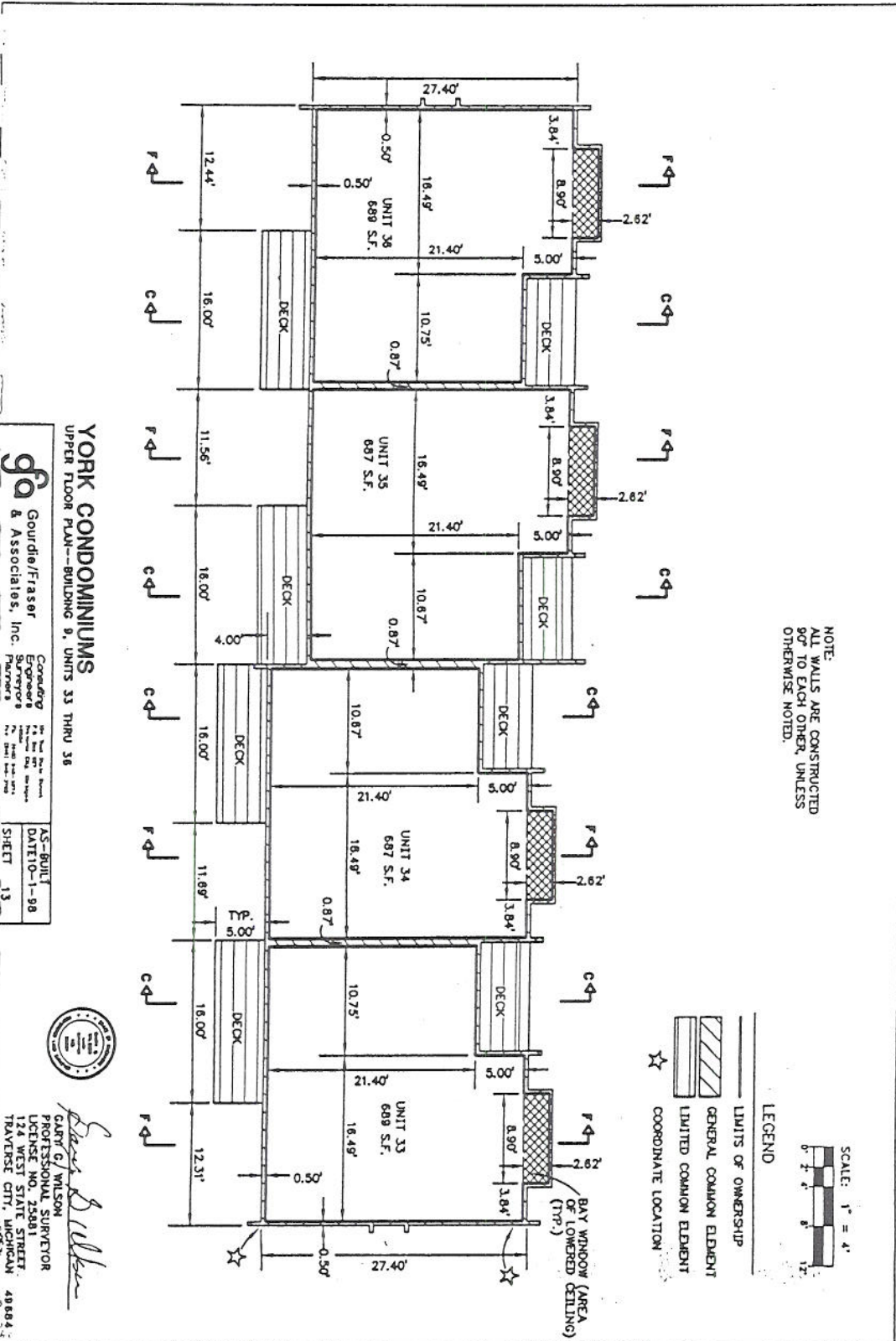


YORK CONDOMINIUMS
LOWER FLOOR PLAN--BUILDING 9, UNITS 33 THRU 38

gfa Gourdie/Fraser & Associates, Inc. Planning

CONTRACT NO. 10-1-98
DATE 10-1-98
SHEET 13

GARY G. WILSON
PROFESSIONAL SURVEYOR
15 WEST STATE STREET
TRAVERSE CITY, MICHIGAN 49884

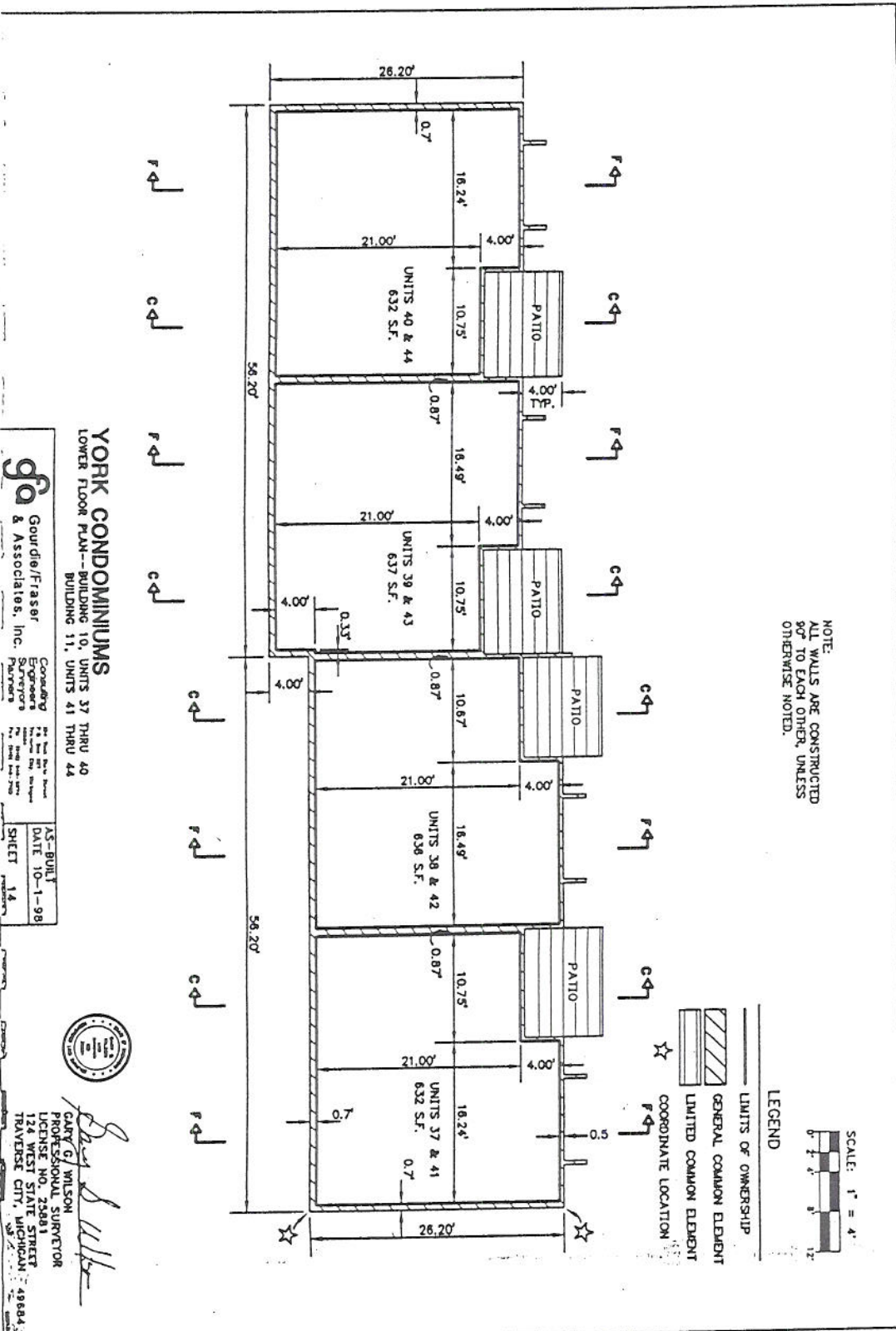


YORK CONDOMINIUMS
UPPER FLOOR PLAN--BUILDING 9, UNITS 33 THRU 36

go Goude/Fraser & Associates, Inc. **Consulting Surveyors & Planners**

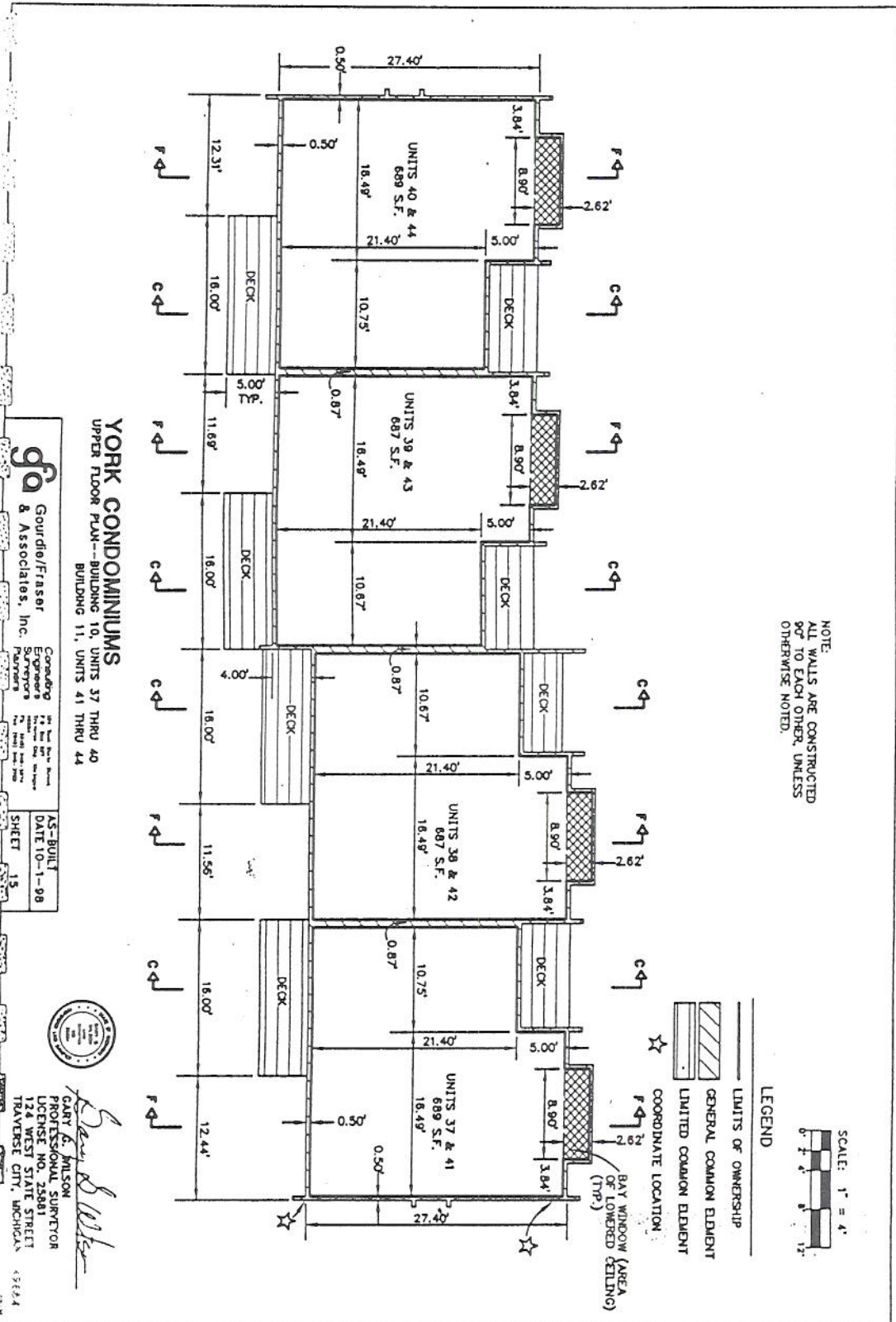
135-RUIT
DATE: 10-1-98
SHEET 13

Gary G. Wilson
GARY G. WILSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25861
124 WEST STATE STREET
TRAVELERS CITY, MICHIGAN 49884



gof Gourdie/Fraser & Associates, Inc.
 Consulting Engineers and Planners
 135-BULL
 DATE 10-1-98
 SHEET 14

Gary G. Wilson
 GARY G. WILSON
 PROFESSIONAL SURVEYOR
 LICENSE NO. 42589
 174 WEST STREET
 TRAVERSE CITY, MICHIGAN 49884



YORK CONDOMINIUMS
UPPER FLOOR PLAN--BUILDING 10, UNITS 37 THRU 40
BUILDING 11, UNITS 41 THRU 44

gfo Gourdiefrazer & Associates, Inc.
Consulting Engineers, Surveyors, Architects
100 West State Street, 15th Floor
Milwaukee, WI 53233
AS-BUILT DATE 10-1-98 SHEET 15



Gary C. Milson
GARY C. MILSON
PROFESSIONAL SURVEYOR
LICENSE NO. 25881
144 WEST STATE STREET
MILWAUKEE, WI 53233
431244

ASSOCIATION BYLAWS

YORK CONDOMINIUM ASSOCIATION

ARTICLE I.

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of YORK CONDOMINIUMS, a Condominium, (hereinafter known as the "Condominium Bylaws") as attached to the Master Deed and recorded in Liber 493, Pages 193 through 242, Leelanau County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association.

ARTICLE II.

MEETINGS

Section 1. 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 in accordance with Roberts' Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Condominium, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. The First Annual Meeting of the Members of the Association shall be held in accordance with Article I, Section 8, of the Condominium Bylaws. The date, time, and place of the First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. Thereafter, the annual meetings of members of the Association shall be held in the Fall of each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected, by ballot of the Co-owners, a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Co-owners may also transact at annual meetings such other business of the corporation as may properly come before them.

Section 3. It shall be the duty of the president to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the secretary of the Association. Notice of any special meetings 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 4. It shall be the duty of the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address found in the notice required to be filed with the Association by Article I, Section 3(e) of the Condominium 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 5. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting for a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III.

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a board of three (3) directors, all of whom must be members of the corporation, except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the corporation until a successor Board of Directors is elected at the first meeting of members of the corporation convened at the time required by Article II, Section 2, of these Bylaws. The term of office (except for the Board of Directors elected at the First Annual Meeting of members) of each director shall be one (1) year. The director shall hold office until his successor has been elected and hold their meeting.

Section 3. The Board of Directors shall have the following powers and duties:

(a) Management and administration of the affairs of and maintenance of the Condominium Project and the common elements thereof.

(b) To 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 and in furtherance of any of the purposes of the Association, including, but without limitation, the lease or purchase of any unit in the Condominium for use by a resident manager).

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by an affirmative vote of more than seventy-five (75%) per cent of all the members of the Association, both in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 11, of the Condominium 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 make rules and regulations and/or enter into agreements with institutional lenders, the purpose of which is to obtain mortgage financing for the unit Co-owners.

(k) To enforce the provisions of the Condominium documents.

Section 4. Vacancies in the Board of Directors, including the first Board of Directors named in the Articles of Incorporation caused by any reason other than the removal of a director by a vote of the members of the Association, shall be filled by the vote of the majority of the remaining directors, even though they may constitute even less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of members, the Developer may remove and replace any and/or all of the directors from time to time in its sole discretion.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which meeting such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such a meeting, providing a majority of the whole board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone, or telegraph, at least ten (10) days prior to the date set for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director.

Section 9. Before or at any meeting of the Board of Directors any director may, in writing, waive notice of such a meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting 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 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any such 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 the purposes of determining a quorum.

Section 11. The Board of Directors may require that all officers and employees of the Association handling and responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV.

OFFICERS

Section 1. The principal officers of the Association shall be a president, who shall be a member of the Board of Directors, a vice-president, secretary, and a treasurer. 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.

Section 2. 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. Upon affirmative vote of the 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 of Directors called for such purpose.

Section 4. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. 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.

Section 5. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent and 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 do so 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.

Section 6. The secretary shall keep the minutes of all the meetings of the Board of Directors and the minutes of all the meetings of the members of the Association; he shall have charge of the corporate seal and 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.

Section 7. The treasurer shall have responsibilities for the Association's funds and securities and shall be responsible for keeping full and accurate account 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 made, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have other duties, powers, and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V.

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "corporate seal", and "Michigan".

ARTICLE VI.

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the corporation 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. The funds of the corporation shall be deposited in such bank as may be designated by the Board of 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.

ARTICLE VII.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder, based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstained) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification of which it has approved, the Board of Directors shall notify all Co-owners thereof.

ARTICLE VIII.

AMENDMENT

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by affirmative vote of a simple majority of the Co-owners present in person, by proxy, or by written vote, as such vote is defined in Article I, Section 3(i) of the Condominium Bylaws.

Section 2. Amendment 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 by one-third or more in number of the members of the Association, whether meeting in members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section I of Article VIII, without approval

by the State of Michigan, and without recording same in the Office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX.

COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act 162 of the Public Acts of Michigan of 1982, as amended, and Act 59 of the Public Acts of Michigan of 1978, as amended, with the duly recorded Master Deed of the Condominium and Exhibits "A" and "B" thereto. In the case any of these Bylaws conflict with the provisions of said statutes or with the provisions of said Master Deed or the exhibits thereto, provisions of the statute and said Master Deed shall be controlling.

YORK CONDOMINIUM ASSOCIATION Policy Resolution #1

Schedule of Fines

WHEAREAS Article II, Section 3 of the by-laws grant the Board of Directors the power to conduct Association business and to protect community harmony by providing guidelines and a procedure to address conditions that disrupt that harmony.

LET IT BE RESOLVED THAT the following Schedule of Fines will be followed:

1. The Board of Directors is authorized to enforce compliance with Rules and Regulations, timely assessment payments from owners, and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners who are in violation.
2. Fines for specific offenses are:

SCHEDULE OF FINES

	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd Violation</u>	<u>Subsequent Violations</u>
Modification(s) to Common and/or Limited Common Elements without Board approval	Remove / Abate + Warning issued \$25.00	Remove / Abate + \$25.00 fine	Remove / Abate + \$50.00 fine	Remove / Abate + \$100.00 fine
Excessive Noise	Remove / Abate + Warning issued	Remove / Abate + \$25.00 fine	Remove / Abate + \$50.00 fine	Remove / Abate + \$100.00 fine
Parking Violations	Remove / Abate + Warning issued	Remove / Abate + \$25.00 fine	Remove / Abate + \$50.00 fine	Remove / Abate + \$100.00 fine
Pet Violations	Remove / Abate + Warning issued	Remove / Abate + \$25.00 fine	Remove / Abate + \$50.00 fine	Remove / Abate + \$100.00 fine
Rental Violations	Remove / Abate + Warning issued	Remove / Abate + \$25.00 fine	Remove / Abate + \$50.00 fine	Remove / Abate + \$100.00 fine
Other Violation(s) See below	Remove / Abate + Warning issued	Remove / Abate + \$25.00 fine	Remove / Abate + \$50.00 fine	Remove / Abate + \$100.00 fine

3. **Appeal Process** - Any Co-Owner receiving a violation notice will be given an opportunity to appear before the board no less than seven (7) days from the date of notice, and offer evidence in defense of the alleged violation. No violation remedy or fine will be imposed until after the hearing.

Signed: *York Condominium Association Board of Directors*

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

LANDSCAPING POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure structural modifications and/or installations to York Condominium units are consistent with the best interest of all Co-Owners and in a manner that adheres to all building codes.

GENERAL REQUIREMENTS:

1. Written permission from the York Condominium Board of Directors must be obtained prior to any structural modification or installation.
2. All work must be completed by a licensed contractor, in accordance with state, local, and federal building codes.
3. Proper proof of insurance and Workers Compensation coverage must be provided to the Association prior to beginning the project.

LANDSCAPE GUIDELINES:

At their own expense, Co-Owners may landscape the common property immediately adjacent the front and rear of their units. It is the responsibility of the Co-Owners to provide ongoing maintenance of their personal landscaping throughout the season.

Personal landscaping of areas other than the common property immediately adjacent to the front and rear of each unit is subject to board approval.

If Co-Owners choose not to landscape their common property, the association will provide for the spreading of approved ground cover at Association expense.

All existing trees and shrubs on the common property will be maintained by a contracted provider at Association expense. Co-Owners are NOT to prune, cut, or otherwise maintain common landscaping.

Attaching or mounting items to the exterior of the buildings (ie. American flags, flower baskets) is limited to the fascia board (wood trim) sections only.

Yard art should be limited and kept to a height of 3 ft. or less (excluding garden poles).

Recommendations for the placement of flowers, shrubs, trees, and ground cover:

1. Plants and flowers should not exceed 2½ ft. in height.
2. Planting of vegetables is limited to containers only.
3. Trees and shrubs are limited to a maximum height of 15ft. at maturity.
4. No fruit bearing trees are allowed due to agricultural zoning.
5. Any shrub, tree, or climbing vine planted must not interfere with any building, structure, foundation, or pedestrian or vehicle traffic utility.
6. Any mulch must be consistent with the mulch applied to all other common areas.

Board of Directors
York Condominium Association

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

PATIO ENLARGEMENT POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure structural modifications and/or installations to York Condominium units are consistent with the best interest of all Co-Owners and in a manner that adheres to all building codes.

GENERAL REQUIREMENTS:

1. Written permission from the York Condominium Board of Directors must be obtained prior to any structural modification or installation.
2. All work must be completed by a licensed contractor, in accordance with state, local, and federal building codes.
3. Proper proof of insurance and Workers Compensation coverage must be provided to the Association prior to beginning the project.

PATIO ENLARGEMENT REQUIREMENTS:

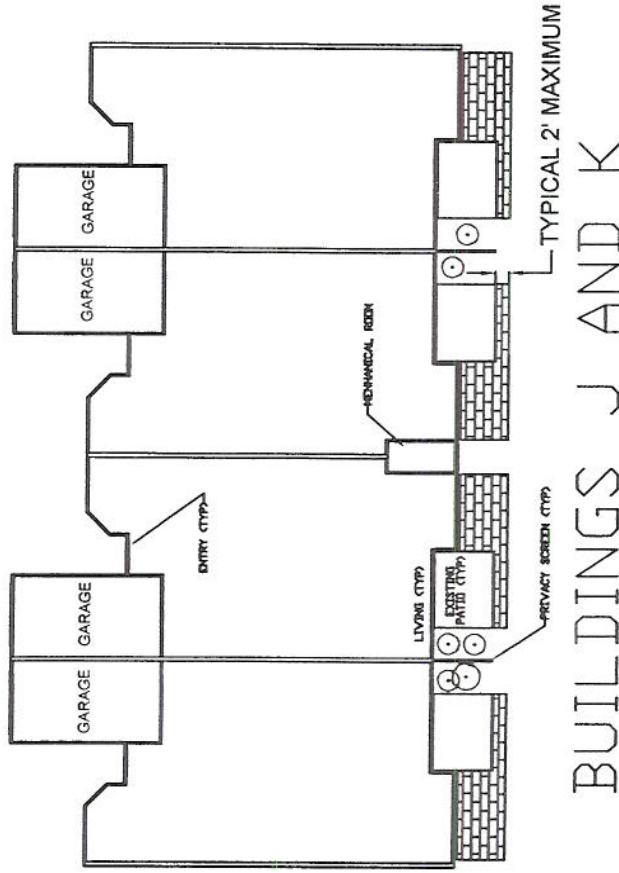
At their own expense, Co-Owners may enlarge their lower patios with the following requirements:

1. A plan must be submitted to the Board of Directors prior to any enlargement.
2. Building material is limited to poured concrete of a color which matches the existing patio.
3. Due to privacy considerations with adjoining units, no patio may extend more than 2ft. out (perpendicular to the line of units) from the existing slab.
4. Patios for Buildings A through I may be extended along the fronts of the units up to the second privacy wall in front of the lower picture window. Buildings J and K may extend the patio up to the mechanical room stoop or to the edge of the building, whichever direction is applicable. A drawing is available from the Board showing extension plans that conform to the outlined requirements.
5. Expenses for materials and labor for installation will be born by the Co-Owner and should the extension become unsafe or an eyesore, the Board of Directors may instruct the co-owner to remove the extension, also at the Co-Owner's expense.

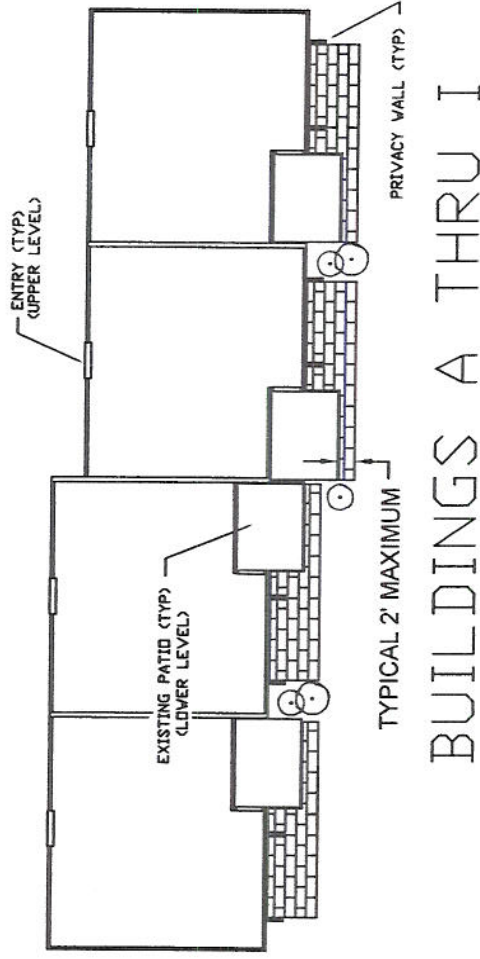
Board of Directors
York Condominium Association

YORK CONDOMINIUMS

11255 E. FORT ROAD
SUTTONS BAY, MI
49682
10-07-2002



BUILDINGS J AND K



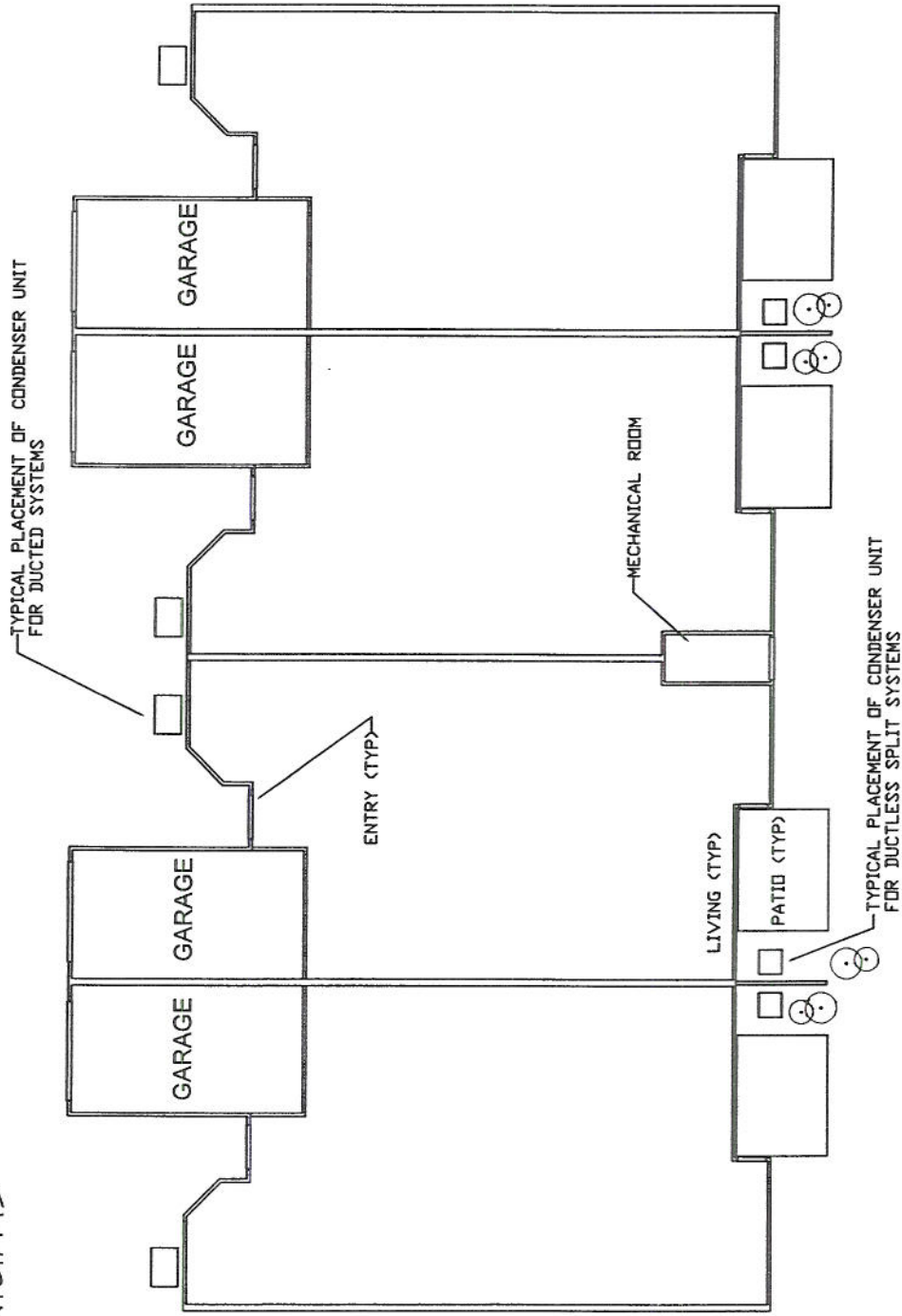
BUILDINGS A THRU I

SUGGESTED PATIO ENLARGEMENT LAYOUTS

PATIOS NO NOT HAVE TO BE ENLARGED AS SHOWN BUT MUST NOT
EXCEED THIS LAYOUT

YORK CONDOMINIUMS

11255 E. FORT ROAD
SUTTONS BAY, MI
49682
10-07-2002



AIR CONDITIONING CONDENSER PLACEMENT
J AND K BUILDINGS

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

CENTRAL AIR CONDITONER POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure structural modifications and/or installations to York Condominium units are consistent with the best interest of all Co-Owners and in a manner that adheres to all building codes.

GENERAL REQUIREMENTS:

1. Written permission from the York Condominium Board of Directors must be obtained prior to any structural modification or installation.
2. All work must be completed by a licensed contractor, in accordance with state, local, and federal building codes.
3. Proper proof of insurance and Workers Compensation coverage must be provided to the Association prior to beginning the project.

CENTRAL AIR CONDITIONING - INSTALLATION REQUIREMENTS:

At their own expense, Co-Owners may install central air conditioning units. Systems for buildings A through I are available in both standard and high-efficiency units. J and K buildings have different requirements and are available in both ducted and ductless systems. They are also available in both standard and high-efficiency units.

Certain technical specifications and appearance factors must be met and some models and ratings may not be allowed. However, due to the constantly changing nature of regulations and availability of equipment, specific brands, models, and efficiency ratings will not spelled out in this policy.

In order to satisfy the above general requirements and to insure that equipment will not detract from the overall appearance of the common areas, a written plan must be submitted by the Co-Owner and written permission granted by the Board, prior to installation. All installations must pass local building inspection code for conformity and workmanship.

Upon approval from the Board, the co-owner will be notified in writing of any changes or other conditions deemed necessary. It is strongly recommended that no air conditioning unit be purchased until the Co-Owner has received written permission from the Board. Removal of an unacceptable air conditioning system, installed without Board approval, will be at Co-Owner expense.

Board of Directors
York Condominium Association

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

SIGN POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure, in a manner consistent with the best interests of all of the co-owners, that York Condominiums remains attractive to the eye by limiting the placement of signs throughout the complex.

GENERAL REQUIREMENTS:

1. Absolutely no signs of any type may be posted on York Condominium grounds, with the noted exception of real estate open house signs, to be displayed on a one day basis only.
2. Signs (except where previously noted) are not permitted at the entrance, in windows or doorways, nor on any Association property adjoining the public right of way at M-22 (S. West Bayshore Drive) and/or Fort Road.

A copy of these requirements has been sent to the Board of Realtors and they have made their agents aware of this policy.

Board of Directors
York Condominium Association

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

OUTDOOR HOT TUB POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure structural modifications and/or installations to York Condominium units are consistent with the best interest of all Co-Owners and in a manner that adheres to all building codes.

GENERAL REQUIREMENTS:

1. Written permission from the York Condominium Board of Directors must be obtained prior to any structural modification or installation.
2. All work must be completed by a licensed contractor, in accordance with state, local, and federal building codes.
3. Proper proof of insurance and Workers Compensation coverage must be provided to the Association prior to beginning the project.

OUTDOOR HOT TUB REQUIREMENTS:

At their own expense, Co-Owners may install one, free-standing, hot tub outside of the unit on limited common area, specifically, on patios or sunporches, with the following requirements:

1. A written plan must be submitted to the board, and written permission granted by the board, prior to installation.
2. York Condominium Association will not be responsible for any upkeep nor damage to the hot tub or any damage caused by the presence of the hot tub to the building or grounds. All associated expenses for damages or liability will be born by the co-owner.
3. The co-owner will provide, prior to installation, proof of homeowner's insurance that provides injury and damage coverage from liability resulting from the ownership of the hot tub. If such coverage does not exist, it must be added to the co-owner's insurance policy.
4. The hot tub must be U.L. (Underwriters Laboratory) approved and specifically designed for outdoor use.
5. The hot tub will be allowed only on the lower level, is limited in size to four (4) persons, and must fit entirely on the concrete.
6. Installation must not block egress from the co-owner's or their neighbor's units.
7. Nothing may be attached to the building.
8. No permanent water lines will be allowed.

9. Electrical: 120 volt units must use the existing patio outlet. 240 volt units' wiring must be installed by a licensed contractor.
10. Selected hot tub must blend in with the building exterior and must be maintained in a fashion so as to preserve the original finish.
11. Hot tub must be installed, used, and maintained as per the manufacturer's instructions.
12. Hot tub must be covered when not in use and the cover must be firmly secured to prevent unauthorized use.
13. Use of the hot tub must not be disruptive to neighbors.

Upon approval the co-owner will be notified in writing of any changes or other conditions deemed necessary. It is strongly recommended that no hot tub unit be purchased or contracted for until the co-owner has received written permission of the Board.

This policy supersedes any previously issued by the York Condominiums.

Board of Directors
York Condominium Association

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

SATELLITE TELEVISION POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure structural modifications and/or installations to York Condominium units are consistent with the best interest of all Co-Owners and in a manner that adheres to all building codes.

GENERAL REQUIREMENTS:

1. Written permission from the York Condominium Board of Directors must be obtained prior to any structural modification or installation.
2. All work must be completed by a licensed contractor, in accordance with state, local, and federal building codes.
3. Proper proof of insurance and Workers Compensation coverage must be provided to the Association prior to beginning the project.

SATELLITE TELEVISION REQUIREMENTS:

At their own expense, Co-Owners may install one (1) satellite television dish of the compact variety. Larger dishes or multiple dishes are not allowed. The following will be strictly enforced, upon penalty of removal at owner expense.

1. These dishes are permitted at buildings A, B, C, D, E, J, and K only. There is no available line of sight to the satellites at buildings F,G,H, and I, due to trees and the necessity of unacceptable dish locations away from the buildings. Therefore dishes are not permitted at these buildings.
2. This policy permits only compact satellite TV dishes. No other external antennae (ie. ham radio, VHF/UHF, HDTV, AM/FM, satellite phone, short-wave radio) are allowed under this policy. These fixtures are expressly forbidden.
3. No satellite dishes may be attached to the outside of the building or wooden decks. Dishes may be mounted on a mast that is securely planted in a buried concrete base. Tripods are also acceptable if they are securely fixed in the ground or weighted down on the patio. No new installations shall fix masts or tripods in the concrete slab of the patio by means of penetrating fasteners (lag bolts) that puncture the patio slab.

4. The positioning of the satellite dish shall be limited to the ground level on the east side of the buildings. No dishes may be mounted on the upper level balcony decks. The position of the dish shall be as close as possible to the building, no further than absolutely necessary for proper reception alignment, and preferably inside the right angles formed by the east/west wall extensions. No dish may be sighted in front of any door or window.
5. Contractor or Installer must be pre-approved by the Board.

The co-owner will, prior to installation, provide proof of homeowner's insurance that provides injury and damage coverage from liability resulting from the ownership of the satellite dish. If such coverage does not exist, it must be added to the co-owner's insurance policy.

Upon receipt of the aforementioned documentation, the Board will, if satisfied that all requirements have been met, issue written permission to the co-owner to proceed with the installation. It is strongly recommended that no purchases be made or contracts entered into with satellite television providers prior to receiving the permission.

This policy supersedes any previously issued by the York Condominiums.

Board of Directors
York Condominium Association

YORK CONDOMINIUM ASSOCIATION
11255 E. FORT ROAD
SUTTONS BAY, MI 49682

FIREPLACE POLICY
NOVEMBER 2010

PURPOSE: The following requirements and/or guidelines have been developed to assure structural modifications and/or installations to York Condominium units are consistent with the best interest of all Co-Owners and in a manner that adheres to all building codes.

GENERAL REQUIREMENTS:

1. Written permission from the York Condominium Board of Directors must be obtained prior to any structural modification or installation.
2. All work must be completed by a licensed contractor, in accordance with state, local, and federal building codes.
3. Proper proof of insurance and Workers Compensation coverage must be provided to the Association prior to beginning the project.

FIREPLACE REQUIREMENTS:

At their own expense, Co-Owners may install a gas fireplace unit upon proof of the following:

1. Selected fireplace unit must be approved by the U.L. (Underwriter's Laboratory) and the AGA (American Gas Association).
2. Fireplace must be installed, used, and maintained as per the manufacturer's instructions.
3. All required permits must be in place prior to installation.
4. Upon completion, all work must be inspected by the Leelanau County Building Department.
5. The fireplace must be vented through the outside wall, never through the roof.
6. A plan showing the location of the fireplace and vent must be submitted to the Board for approval, prior to installation.
7. The co-owner will provide, prior to installation, proof of homeowner's insurance that provides injury and damage coverage for liability resulting from the ownership of said fireplace. If such coverage does not exist, it must be added to the co-owner's insurance policy.

Upon approval, the co-owner will be notified in writing with any changes and/or other conditions deemed necessary attached. Upon penalty of removal, it is strongly recommended that no fireplace unit be purchased or contracted for prior to permission for such being granted by the York Condominium Board.

WOOD BURNING FIREPLACE MAINTENANCE POLICY- J and K BUILDINGS

All existing wood burning fireplaces and chimneys in J and K buildings will be inspected annually, and cleaned as required, by a licensed professional contractor of the Association's choosing, as required by the Association's master insurance policy. The cost of said inspection and cleaning will be born by the individual co-owners of J and K buildings. After the initial inspection, and having evidence of no active burning since the last inspection, no cleaning will be required and only a nominal fee for inspection will be assessed.

Board of Directors
York Condominium Association