

**PURCHASER'S INFORMATION BOOKLET**

**For**

**Alden Meadows**

**A Site Condominium**

**Helena Township, Antrim County, Michigan**

**(Revised 10/19/2019)**

**Developed By:**

**RANDALL W. MANN dba  
GREAT LAKES LAND CO.  
8995 Alden Meadows Drive  
Alden, Michigan 49612**



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For

**ALDEN MEADOWS**

**A Site Condominium**

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## INSTRUCTION SHEET

### ALDEN MEADOWS

Pursuant to Section 84(a) of the Condominium Act, you, as a prospective purchaser of a unit in this project, are advised of the following:

**The Developer must provide copies of all of the following documents to a prospective purchaser:**

1. The recorded Consents to Submission, if any.
2. The recorded Master Deed.
3. A copy of the Purchase Agreement.
4. A copy of the Escrow Agreement.
5. A Condominium Buyer's Handbook.
6. A Disclosure Statement containing all of the following:
  - B. An explanation of the Association of Co-Owner's possible liability in the event of foreclosure of a first mortgage.
  - C. The names, addresses and previous experience with condominium projects of each developer, and any management agency, real estate broker, residential builder and residential maintenance and alteration contractor.
  - D. A projected budget for the first year of operation of the Association of Co-Owners.
  - E. An explanation of the escrow arrangement prescribed by the Condominium Act.
  - F. Any expressed warranties undertaken by the developer, together with a statement that expresses that the warranties are not provided unless specifically stated.
  - G. An explanation of the provisions in the Master Deed relating to the election to expand the project prescribed by the Condominium Act and an explanation of the material consequences of expanding the project.

- H. An identification of all structures and improvements labeled "need not be built."
- I. The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built."
- J. Other material information about the condominium project and the developer that the administrator requires by rule.

If you, as a prospective purchaser, have any questions of the foregoing, you should direct your questions to the developer or the real estate broker. Your signature in the place provided below is prima facia evidence that the documents identified above have been received and understood by you.

Dated: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
\_\_\_\_\_

Unit No.: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF CONDOMINIUM DOCUMENTS**

**For**

**ALDEN MEADOWS**

The undersigned hereby acknowledges receipt of a copy of the condominium documents for **ALDEN MEADOWS** from Randall W. Mann dba Great Lakes Land Co., the Developer, including the Disclosure Statement for this project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FIRST AMENDMENT TO MASTER DEED**

**For**

**ALDEN MEADOWS**

**FIRST AMENDMENT TO MASTER DEED** made this \_\_\_\_\_ day of July, 1998, by RANDALL W. MANN, d/b/a GREAT LAKES LAND CO., a single man, of 236-1/2 East Front Street, Traverse City, Michigan 49684 (hereinafter referred to as the "Developer"):

**WITNESSETH :**

WHEREAS, the Developer caused the Master Deed for ALDEN MEADOWS dated September 29, 1997 to be recorded on September 30, 1997 in Liber 00471, Pages 1290 through 1326, Kalkaska County Register of Deeds; and

WHEREAS, Article IX contemplates amendment of the Master Deed and its exhibits which does not alter or change the rights of Co-Owners, mortgagees or other interested parties; and

WHEREAS, Developer wishes to amend the Master Deed to increase the minimum square footage required for construction of a residence on any unit within the project, which amendment shall bind all future purchasers of units within this project.

NOW, THEREFORE, in accordance with the authority reserved the Developer, the Master Deed for ALDEN MEADOWS is hereby amended as follows:

1. Article VI, Section 2.1(a), of the Condominium Bylaws (Exhibit "A" to the Master Deed, is amended in its entirety as follows:

*"No single-floor or split-level residence structure shall be erected, altered, placed, or permitted to remain on any lot unless such structure shall have one floor of living area 1,250 square feet in size. Residences classified as a two-story structure shall not have less than 1,000 square feet on the main level, nor less than a total living of 1,500 square feet. The area may be computed by including exterior walls, partitions, bay windows (if the same reach to the floor and are fully enclosed and heated). The Committee may deny construction in accordance with any plan submitted because of lack of harmony of external design with existing structures, or because of too great a similarity to other or nearby existing structures. No plan will be approved that will result in the same style being repeatedly used so as to create sameness of design in Alden Meadows."*

2. In all other respects said Master Deed for ALDEN MEADOWS is hereby reaffirmed and ratified in its entirety except as amended prior hereto or herein.

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

Signed in the Presence of:

**DEVELOPER:**

\_\_\_\_\_  
Donald A. Brandt

\_\_\_\_\_  
RANDALL W. MANN  
d/b/a GREAT LAKES LAND CO.

\_\_\_\_\_  
Susan N. Sanford



STATE OF MICHIGAN            )  
  ) ss  
County of Grand Traverse        )

On this \_\_\_\_\_ day of July, 1998, before me, a Notary Public in and for said County and State, personally appeared RANDALL W. MANN, a single man, to me personally known, who, being by me duly sworn, did say that he is the Developer of said condominium project, and he acknowledged that he executed said instrument as his free and voluntary act and deed.

---

Susan N. Sanford, Notary Public  
Grand Traverse County, Michigan  
My Commission Expires: April 18, 1999

Prepared in the Law Office of:  
When Recorded, Return to:

DONALD A. BRANDT, ESQ.  
**Brandt, Fisher, Alward & Roy, P.C.**  
401 Munson Avenue, P.O. Box 5817  
Traverse City, Michigan 49696-5817  
(616) 941-9660

**SECOND AMENDMENT TO MASTER DEED**

**For**

**ALDEN MEADOWS**

**FIRST AMENDMENT TO MASTER DEED** made this 18<sup>th</sup> day of August, 1999, by RANDALL W. MANN, d/b/a GREAT LAKES LAND CO., a single man, of 8995 Alden Meadows Drive, Alden, Michigan 49612 (hereinafter referred to as the "Developer"):

**W I T N E S S E T H :**

WHEREAS, the Developer caused the Master Deed for ALDEN MEADOWS dated September 29, 1997 to be recorded on September 30, 1997 in Liber 00471, Pages 1290 through 1326, Antrim County Register of Deeds; and

WHEREAS, the Developer caused the First Amendment to the Master Deed for ALDEN MEADOWS dated July 13, 1998 to be recorded on July 16, 1998 in Liber 00493, Page 0125, Antrim County Register of Deeds.

WHEREAS, Article IX contemplates amendment of the Master Deed and its exhibits which does not alter or change the rights of Co-Owners, mortgagees or other interested parties; and

WHEREAS, Developer wishes to reconfigure the size of certain lots not yet sold and to depict on the subdivision plans certain easements which have been granted.

NOW, THEREFORE, in accordance with the authority reserved the Developer, the Master Deed for ALDEN MEADOWS is hereby amended as follows:

1. That attached hereto are Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plans for ALDEN MEADOWS, which Sheets shall replace original Sheets 1, 2, 3, 4 and 5 in Exhibit "B" to the Master Deed.

2. Depicted on new Sheet 2 attached hereto are the following:

A. On Lot 29 there is a setback line. The Co-Owner of Lot 29 shall be precluded from building any improvements on the North side of said setback line.

B. On Lot 46 there is a private easement depicted which is for the benefit of Lot 30 for establishment of ingress and egress (to Lot 30). The owner of Lot 30 shall be solely responsible for any costs or maintenance incurred in regard to the use and enjoyment of said private easement.

3. Article VI, Section 2.1(a), of the Condominium Bylaws (Exhibit "A" to the Master Deed, is amended in its entirety as follows:

*"No single-floor or split-level residence structure shall be erected, altered, placed, or permitted to remain on any lot unless such structure shall have one floor of living area 1,600 square feet in size. Residences classified as a two-story structure shall not have less than 1,200 square feet on the main level, nor less than a total living of 1,850 square feet. The area may be computed by including exterior walls, partitions, bay windows (if the same reach to the floor and are fully enclosed and heated). The Committee may deny construction in accordance with any plan submitted because of lack of harmony of external design with existing structures, or because of too great a similarity to other or nearby existing structures.*

*No plan will be approved that will result in the same style being repeatedly used so as to create sameness of design in Alden Meadows."*

4. Article VI, of the Condominium Bylaws (Exhibit "A" to the Master Deed, is amended through the addition of a new Section 9 as follows:

*"No mobile homes or manufactured or modular homes shall be erected, placed, or permitted to remain on any lot or home site."*

5. In all other respects said Master Deed for ALDEN MEADOWS is hereby reaffirmed and ratified in its entirety except as amended prior hereto or herein.

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

Signed in the Presence of:

**DEVELOPER:**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**Randall W. Mann**  
**d/b/a Great Lakes Land Co.**

STATE OF MICHIGAN            )  
  ) ss  
County of Grand Traverse        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, a Notary Public in and for said County and State, personally appeared **Randall W. Mann, d/b/a Great Lakes Land Co.**, to me personally known, who, being by me duly sworn, did say that he is the Developer of said condominium project, and he acknowledged that he executed said instrument as his free and voluntary act and deed.

---

Notary Public  
County:  
My Commission Expires:

*Prepared in the Law Office of, When Recorded, Return to DONALD A. BRANDT, ESQ., **Brandt, Fisher, Alward & Roy, P.C.**, 401 Munson Avenue, P.O. Box 5817, Traverse City, Michigan 49696-5817 (616) 941-9660*

Certified Copy  
Dated 10-26-03 Time 1:00 PM  
Patty Niepoth  
Register of Deeds • Antrim **County**

PATTY NIEPOTH

Antrim County  
Register of Deeds

6/26/CC 13 00:00

Recorded

**THIRD AMENDMENT**  
**TO**  
**MASTER DEED FOR**  
**ALDEN MEADOWS**

This Third Amendment to the Master Deed is made this **:26** day of June, 2003, by the Board of Directors of the Alden Meadows Condominium Association ;

**WITNESSETH**

WHEREAS, the developer caused the Master Deed for Alden Meadows dated September 29, 1997, to be recorded on September 30, 1997 in Liber 00471, Pages 1289 through 1326, Antrim County Register of Deeds;

WHEREAS, Exhibit "A" to the Master Deed as recorded is the Condominium Bylaws of Alden Meadows;

WHEREAS, Article IV of the Alden Meadows Condominium Bylaws contemplates amendment of the Condominium Bylaws after proposal by the Association at any regular quarterly meeting or 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

WHEREAS, such proposal was made and an affirmative vote of not less than two-thirds (2/3) of all co-owners in number was obtained in support of such amendment.

**NOW, THEREFORE**, in accordance with Article 9 of the Alden Meadows Condominium Bylaws, the Condominium Bylaws for Alden Meadows are hereby amended as follows:

1. ARTICLE VII, SECTION 12 of the Condominium Bylaws is amended in its entirety as follows:

No hunting or discharge of firearms is allowed anywhere within Alden Meadows as platted. Any co-owner, individual residing with co-owner, or

#1 181

guest of co-owner found responsible for hunting or the discharge of firearms in Alden Meadows will be subject to the rules and regulations of the Alden Meadows Condominium Association in addition to any relief afforded under applicable local, state and federal laws.

2. In all other respects, said Master Deed and Condominium Bylaws for Alden Meadows are hereby reaffirmed and ratified in their entirety except as amended prior hereto or herein.

IN WITNESS WHEREOF, the Alden Meadows Board of Directors has caused this Third Amendment to Master Deed to be executed the day and year first written above.

In the Presence of:

Alden Meadows Condominium Association

[Signature]

By:

Jack E Astor

Its:

President

[Signature]  
[Signature]

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ANTRIM )

On this 01 day of 11, 2003, before me, a Notary Public in and for said County, personally appeared Jack E Astor, on behalf of the Alden Meadows Condominium Association, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his/her free act and deed.

[Signature]  
Notary Public in and for the State of Michigan  
Antrim County, Michigan  
My Commission Expires: 8/24/07

DRAFTED by  
Brenda Jones Quick  
Smith Haughey Rice, ROGGE  
100 City Center Plaza

JULIA G. COLEMAN  
NOTARY PUBLIC ANTRIM CO., MI  
MY COMMISSION EXPIRES Aug 24, 2007

#2 [Signature]

NOTE - RESCINDED BY 5TH Amendment  
FOURTH AMENDMENT TO MASTER DEED

200500001027  
Filed for Record in  
ANTRIM COUNTY MICHIGAN  
PATTY NIEPOTH - 268  
07-02-2005 At 02:40 pm.  
LST D AMEND 20.00  
OR Liber 729 Page 397 399

FOR

ALDEN MEADOWS

,?iY

Fourth Amendment to Master Deed made this 2- day of -JBHtftfY, 2005, by Alden Meadows Condominium Association, of P.O. Box 394, Alden, Michigan 49612 (hereinafter referred to as the "Association"):

WITNESSETH:

WHEREAS. the Developer caused the Master Deed for Alden Meadows dated September 29, 1997 to be recorded on September 30, 1997 in Liber 00471, Pages 1290 through 1326, Antrim County Register of Deeds; and

WHEREAS, the Developer caused the First Amendment to the Master Deed for Alden Meadows dated July 13, 1998 to be recorded on July 16, 1998 in Liber 00493, Page 0125, Antrim County Register of Deeds; and

WHEREAS , the Developer caused the Second Amendment to the Master Deed for Alden Meadows dated August 18, 1999 to be recorded on August 19, 1999 in Liber 00524, Page 0500, Antrim County Register of Deeds; and

WHEREAS, the Association caused the Third Amendment to the Master Deed for Alden Meadows dated June 26, 2003 to be recorded on June 26, 2003 in liber 00670, page 0013, Antrim County Register of Deeds: and

WHEREAS, Article IX contemplates an amendment of the Master Deed and its exhibits which does not alter or change the rights of Co-Owners, mortgagees or other interested parties; and

WHEREAS, the Board of Directors of the Association wish to amend the Condominium Bylaws (Exhibit "A") to the Master Deed, to provide for a revised schedule of fines for violation of the provisions of the Condominium documents by any Co-Owner.

NOW, THEREFORE, in accordance with the authority reserved to the Board of Directors in the Condominium documents and MCLA 559.190(1) allowing for an amendment without the consent of co-owners or mortgagees if the amendment does not materially alter or change the rights of a co-owner or mortgagee and if the Condominium documents contain a reservation of the right to amend for that purpose to the Association of Co-Owners, the Master Deed for Alden Meadows Condominium Association is hereby amended as follows:

1. Article XII. Section I (d), of the Condominium Bylaws (Exhibit «A" to the Master Deed), is amended in its entirety as follows:



(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. The fine may be assessed only upon written notice to the offending Co-Owner. The offending Co-Owner will have seven (7) days to respond in writing and request to appear before the Board of Directors to offer evidence in defense of the alleged violation.

#### Schedule of Fines

Class I: \$250.00 - \$1,000 plus legal and repair costs and correction of the violation as determined by the Board of Directors. Complaint of violation must be brought to the Board of Directors in writing.\*

\*Class I violations include but are not limited to vandalism, unapproved construction, and actions that threaten the safety and welfare of residents, employees or the general public.

Class II \$100 - \$500 plus legal and repair costs and correction of the violation as determined by the Board of Directors. Complaint of violation must be brought to the Board of Directors in writing.\*

\*Class II violations include but are not limited to noise, misuse of Association property and littering of the common areas.

Class III \$0 - \$250 plus legal and repair costs and correction of the violation as determined by the Board of Directors. Complaint of violation must be brought to the Board of Directors in writing.

\*Class III violations include but are not limited to minor violations not covered above.

2. Article VII, Section 5 of the Condominium Bylaws (Exhibit "A" to the Master Deed), is amended in its entirety as follows:

No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, without written permission from the Board of

Directors. The Association will provide an information center listing properties available, prices, real estate agent or seller and contact information.

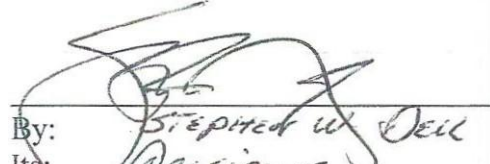
3. In all of the respects said Master Deed for Alden Meadows Condominium Association is hereby reaffirmed and ratified in its entirety except as amended prior hereto or herein.

IN WITNESS WHEREOF the Association has caused this Fourth Amendment to Master Deed to be executed the day and year first above written.

Signed in the Presence of:

Alden Meadows Condominium Association:

\_\_\_\_\_  
\_\_\_\_\_

By:   
Its: PRESIDENT

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Alcona )

On this 2 day of January, 2005, before me, a Notary Public in and for said County and State, personally appeared Stephen W. Dell, on behalf of Alden Meadows Condominium Association, to me personally known, who, being by me duly sworn, did say that he/she is the President of said Association, and he/she acknowledged that he/she executed said instrument as his/her free and voluntary act and

tl-u Notary Public  
County, MI  
My Commission Expires: // 11-24-06

**DARLENE SEXTON**  
Notary Public, Antrim County, MI  
My Commission Exp. Nov. 24, 2006

Prepared by:  
Heather Blanton-Dykstra, Esq.  
Smith, Haughey, Rice & Roegge, P.C.  
202 E. State Street, P.O. Box 848  
Traverse City, MI 49685-0848  
(231) 929-4878

200:00003959  
Filed for Record in  
ArHR IM COUrH Y rIICHIGArI  
PATTY NIEPOTH - 268  
04-28-2008At 01:47 PM.  
AMENDMENT 20,00  
OR Liber 779 Pase 2332 - 2334

**FIFTH AMENDMENT TO MASTER DEED**

**FOR**

**ALDEN MEADOWS**

This Fifth Amendment to Master Deed made this ag-rid. ay of ftpR.l L, 2008, by Alden Meadows Condominium Association , of P.O. Box 394, Alden, Michigan 49612 (hereinafter referred to as the "Association "):

**WITNESSETH:**

WHEREAS, the Developer caused the Master Deed for Alden Meadows dated September 29, 1997 to be recorded on September 30, 1997 in Liber 00471, Pages 1289 through 1326, Antrim County Register of Deeds; and

WHEREAS, the Developer caused the First Amendment to the Master Deed for Alden Meadows dated July 13, 1998 to be recorded on July 16, 1998 in Liber 00493, Page 0125, Antrim County Register of Deeds; and

WHEREAS, the Developer caused the Second Amendment to the Master Deed for Alden Meadows dated August 18, 1999 to be recorded on August 19, 1999 in Liber 00524, Page 0500, Antrim County Register of Deeds; and

WHEREAS, the Association caused the Third Amendment to the Master Deed for Alden Meadows dated June 26, 2003 to be recorded on June 26, 2003 in liber 00670, page 0013, Antrim County Register of Deeds: and

WHEREAS, the Association caused the Fourth Amendment to the Master Deed for Alden Meadows dated February 2, 2005 to be recorded on February 2, 2005 in liber 00729, page 0397, Antrim County Register of Deeds: and

WHEREAS, it has recently been determined that the Fourth Amendment was improperly enacted as it was enacted without the requisite consent of Co-owners: and

WHEREAS, the Association has determined that the improperly enacted Fourth Amendment must be rescinded in its entirety: and

WHEREAS, pursuant to Article IX, Section 1 of the Condominiwn Bylaws (Exhibit "A" to the Master Deed), and after having obtained the requisite number of votes of the Co-owners of the Association either in person or by proxy at its October 6, 2007 meeting, the Association wishes to amend Article I, Section 3, Subsection (g) of the Condominiwn Bylaws, to provide for a reduced quorum requirement.

NOW, THEREFORE, the Fourth Amendment is rescinded in its entirety.

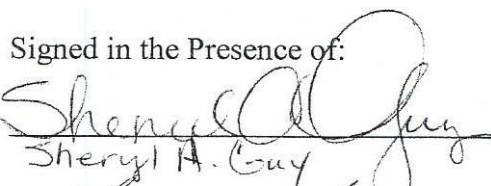
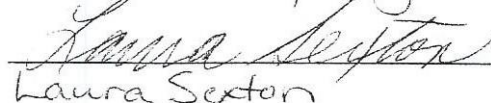
NOW FURTHER, THEREFORE, Article I, Section 3, Subsection (g) of the Condominium Bylaws, is amended in its entirety as follows:

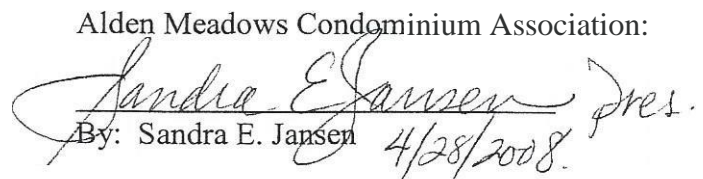
(g) the presence, in person or by proxy, of one half (1/2) of the Co-Owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at such 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.

2. In all other the respects said Master Deed for Alden Meadows Condominium Association is hereby reaffirmed and ratified in its entirety except as amended prior hereto or herein.

*This document is recorded to correct a scrivener's error in a document previously recorded at Liber 775, page 2260-2262. A reference in the second paragraph of said document incorrectly stated the fiber and page of the original recording of the Master Deed. The correct recording data is Liber 00471, Pages 1289 through 1326 as stated herein.*

IN WITNESS WHEREOF the Association has caused this Fifth Amendment to Master Deed to be executed the day and year first above written.

Signed in the Presence of:  
  
Sheryl A. Guy  
  
Laura Sexton

Alden Meadows Condominium Association:  
 Pres.  
By: Sandra E. Jansen 4/28/2008.  
Its: President

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF ANTRIM )

On this day of Ct:pte,J2, 2008, before me, a Notary Public in and for said County and State, personally appeared Sandra E. Jansen, on behalf of Alden Meadows Condominium Association, to me personally known, who, being by me duly sworn, did say that she is the President of said Association, and she acknowledged that she executed instrument as her free and voluntary act and deed.

  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by:  
Charles B. Judson, Esq.  
Smith, Haughey, Rice & Roegge, P.C.  
202 E. State Street, P.O. Box 848  
Traverse City, MI 49685-0848  
(231) 929-4878

**SHERYL A. GUY**  
**Notary Public, Antrim County, MI**  
**My Commission Expires May 27, 2011**  
**Acting in Antrim County, MI**

Figure 1Sixth Amendment



8 0 3 2 0 0 9

Tx:4021856

**201700009352**

Filed for Record in  
ANTRIM COUNTY MICHIGAN  
PATTY NIEPOTH  
REGISTER OF DEEDS  
12/05/2017 11:21 AM  
PAGES: 3

SIXTH AMENDMENT TO MASTER DEED.

FOR

ALDEN MEADOWS

This Sixth Amendment to Master Deed made this 8th day of October, 2016, by Alden Meadows Condominium Association, of PO Box 394, Alden, MI 49612 (hereinafter referred to as the "Association"):

WITNESSETH:

WHEREAS, The Developer Caused the Master Deed for Alden Meadows dated September 29, 1997 to be recorded on September 30, 1997 in Liber 00471, pages 1289 through 1326, Antrim County Register of Deeds; and

WHEREAS, pursuant to Article IX, Section 1 of the Condominium Bylaws (exhibit "A" to the Master Deed), and after having obtained the requisite number of votes of the Co-Owners of the Association, either in person or by proxy at its October 8, 2016 meeting, the Association wishes to amend those certain provisions of the Condominium Bylaws, Association Bylaws, and Disclosure Statement for Alden Meadows as provided herein:

NOW, THEREFORE, CONDOMINIUM BYLAWS, Article VI, Section 1, 1.2 (p – 11 under ARCHITECTURAL CONTROL, COMMITTEE/CONSTRUCTION), be and hereby is amended to read as follows: Except as otherwise provided herein, a majority of the Members of the Architectural Control Committee shall have the power to act on behalf of the Committee. The Committee may act only by written instrument setting forth the action taken, and signed by the members of the Committee consenting to such action. Provided further, however, that the Board's consent shall be required for all committee action.

NOW, THEREFORE, CONDOMINIUM BYLAWS, Article VII Section 9 (p – 16) under RESTRICTIONS) be and hereby is amended to read as follows:

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

Received ANTRIM, MI  
12/5/2017 11:18 AM

m/s  
hc

removed from the Condominium Premises unless they are damaged or diseased, without the prior approval of the committee.

NOW, THEREFORE, ASSOCIATION BYLAWS, Article II, Section 2 (p – 1 MEETINGS), be and hereby is amended to read as follows:

The first by bi-annual meeting of the members of the Association shall be held in accordance with Article 1, Section 8, of the Condominium Bylaws. The date, time, and place of the first bi-annual meeting shall be set by the board of directors, at least 10 (10) days' written notice thereof shall be given to each Co-owner. Thereafter, annual meetings of members of the Association shall be held in 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 such meetings such other business of the Corporation as may properly come before them.

NOW, THEREFORE, ASSOCIATION BYLAWS, Article III, Section 6 (p – 4 BOARD OF DIRECTORS) be and hereby is amended to read as follows:

The first meeting of the newly elected Board of Directors shall be held within sixty (60) days of election at such place and 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, provide a majority of the whole board shall be present.

NOW, THEREFORE, PRIVATE ROADS AND EASEMENTS (Disclosure Statement for Alden Meadows (p – 9), be and hereby is amended to read as follows:

There is a public road, which services Alden Meadows. It will be maintained by the Antrim County Road commission and is patrolled by public police forces.

The usual public utility easements, such as telephone and electricity are to be used by those companies and municipalities, responsible for the furnishing of public utilities to the condominium. As set forth more fully in Article VII of the Master Deed, easements have been reserved for the unrestricted use of the road and driveways for the purpose of ingress and egress to and from any portion of the condominium and any land contiguous to the condominium.

Representatives of Alden Meadows Association are entitled to enter a unit (except a residence constructed thereon) in the case of an emergency or to make necessary repairs to a common element. While such an entry may cause inconvenience, it is necessary to the well-being of all the co-owners.

IN ALL OTHER RESPECTS, SAID MASTER DEED FOR ALDEN MEADOWS CONDOMINIUM ASSOCIATION IS HEREBY REAFFIRMED AND RATIFIED IN ITS ENTIRETY, EXCEPT AS AMENDED PRIOR HERETO OR HEREIN.





Seventh Amendment To Master Deed



202000001619

Filed for Record in  
ANTRIM COUNTY MICHIGAN  
PATTY NIEPOTH  
REGISTER OF DEEDS  
03/12/2020 09:52 AM  
PAGES: 3

SEVENTH AMENDMENT TO MASTER DEED

FOR

ALDEN MEADOWS

The Seventh Amendment to Master Deed made this 19<sup>th</sup> day of October, 2019, by Alden Meadows Condominium Association, of PO Box 394, Alden, MI 49612 (hereinafter referred to as the "Association"):

WITNESSETH:

WHEREAS, The Developer Caused the Master Deed for Alden Meadows dated September 29, 1997 to be recorded on September 30, 1997 in Liber 00471, pages 1289 through 1326, Antrim County Register of Deeds; and

WHEREAS, pursuant to Article IX, Section 1 of the Condominium Bylaws (exhibit "A" to the Master Deed), and after having obtained the requisite number of votes of the Co-Owners of the Association, either in person or by proxy at its October 19, 2019 meeting, the Association wishes to amend those certain provisions of the Condominium Bylaws, as provided herein:

NOW, THEREFORE, CONDOMINIUM BYLAWS, ARTICLE VI, SECTION 1.1 (under ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION), be and hereby is amended to read as follows:

*"An Architectural Control Committee shall be established by the AMCA Board of Directors (Board) and shall at all times consist of a member of the Board and one or more persons appointed by the Board."*

NOW, THEREFORE, CONDOMINIUM BYLAWS, ARTICLE VI, SECTION 2.1, (b) (under ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION), be and hereby is amended to read as follows:

*"All homes shall be located so as to comply with the setback restrictions established by the Helena Township Zoning Commission which as of the date of this amendment are as follows: The front setback is 35' from the front lot corner. The rear setback is 25' from the rear property line. The side setback is a total of 40' with the smallest being 15' (if one side is 15'; the other side must be at least 25' for a total of 40'). All homes shall be located so as to comply with all applicable building*

3/12/2020 9:48 AM

20

*codes and on that portion of a lot as permitted by the Committee with an orientation approved by the Committee, it being the intent of these restrictions to keep homes as compatible as possible with the natural surroundings and with each other. All homes must have an attached two car garage, or larger. All homes must have a driveway that extends from the garage to the road and that is paved with concrete, asphalt, or an equal hard surface approved by the Committee. Homes built without a paved driveway before this amendment was approved by the association members are hereby exempt from this requirement."*

NOW, THEREFORE, CONDOMINIUM BYLAWS, ARTICLE VI, SECTION 2.2, (c), (2), (3), (4) (under ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION) be and hereby is amended to read as follows:

- (2) The exterior design; including the type of siding, roof materials, and foundation.*
- (3) The exterior color scheme: including the color of the house, doors and windows, trim, roof, garage and garage door(s).*
- (4) The exact location of the improvement on the lot; Including a site plan that shows the distance from the lot lines to the house, garage, driveway, and/or other structures.*

NOW, THEREFORE, CONDOMINIUM BYLAWS, ARTICLE VI, SECTION 2.4 (under ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION) be and hereby is amended to read as follows:

*"If at any time a lot or unit owner shall have submitted to the Committee all plans and specifications requested by the Committee in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within the thirty (30) days from the date of submission nor notified the lot or unit owner of its objection within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that a lot or unit owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original plans and specifications, and the Committee has neither approved them nor notified the lot or unit owner of further objections within thirty (30) days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Committee."*

NOW, THEREFORE, CONDOMINIUM BYLAWS, ARTICLE VI, SECTION 9 (under ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION) be and hereby is added after SECTION 8 as follows:

*"No mobile homes, double-wide mobile homes and other factory built structures which have metal frames or titles (whether referred to as modular or not) shall be permitted to remain on any lot or home site. Factory built panelized or modular structures constructed with conventional building materials, may be permitted if approved by the Committee."*

IN ALL OTHER RESPECTS, SAID MASTER DEED FOR ALDEN MEADOWS CONDOMINIUM ASSOCIATION IS HEREBY REAFFIRMED AND RATIFIED IN ITS ENTIRETY, EXCEPT AS AMENDED PRIOR HERETO OR HEREIN.

WITNESS WHEREOF, the Association has caused this Seventh, Amendment to the Master Deed to be executed the date first above written.

Signed in the presence of:

Alden Meadows Condominium Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rich Hannan

By

Rich Hannan

Its President

STATE OF MICHIGAN }

}

}, ss,

COUNTY OF ANTRIM }

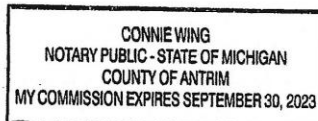
The foregoing instrument was acknowledged before me this

12th day of March 2020 by Rich Hannan,  
Its president.

Connie Wing  
Notary Public Connie Wing

Antrim County, Michigan

My commission expires Sept 30, 2023



Prepared by  
Steve Dell  
8991 Alden Meadows Dr.  
Alden, MI 49612

**MASTER DEED**

**For**

**ALDEN MEADOWS**

**MASTER DEED**, Made this 29th day of September, 1997, by RANDALL W. MANN d/b/a GREAT LAKES LAND CO., a single man, of P.O. Box 318, Kalkaska, MI 49646 (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 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 **ALDEN MEADOWS** by recording of this Master Deed as a condominium project and does declare that **ALDEN MEADOWS** 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 **ALDEN MEADOWS**, Antrim County Condominium Subdivision Plan No.\_\_\_\_\_. 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 Helena, County of Antrim, and State of Michigan, and described as follows, viz:

A parcel of land situated in Helena Township, Antrim County, Michigan and more fully described as follows:

That part of the Southwest 1/4 of Section 34, Township 29 North, Range 8 West, described as: Beginning at the West 1/4 Corner of said Section; thence South 89°49'33" East, along the East-West 1/4 line of said Section, 2614.96 feet to the North-South 1/4 line of said Section; thence South 00°16'17" West, along said 1/4 line, 2657.31 feet to the South line of said Section; thence North 89°25'19" West, along said Section line, 2644.90 feet; to the West line of said Section; thence North 00°55'15" East, along said Section line, 2638.88 feet to the Point of Beginning.

Containing 159.87 acres of land.

Subject to easements, right-of-ways, reservations and restrictions of record.

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

A. **The Act** means the Michigan 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. **Lot or Unit** shall each mean the space within the boundaries of a single unit in the Condominium as such area and 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 **ALDEN MEADOWS** as a 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**. RANDALL W. MANN d/b/a. GREAT LAKES LAND CO.

M. **Architectural Control Committee** shall mean the committee appointed in accordance with the provisions of Article VI, Section (1) of the Condominium Bylaws.

N. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any unit.

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 such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference 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, including the roadway and park, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

2. Such other elements of the project not herein designated as general or limited common elements which are not 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 costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association.

C. 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.

D. Any maintenance, repair or replacement of a general common element shall be performed by or under the direction of the Association and the cost shall be an expense of the Association.

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 area and space contained within the boundary for each unit as shown on 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 only of the proportionate share of each respective Co-Owner in the common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the Association and each unit shall share equally in the proceeds and expenses of administration of the Association. The total value of the project is 100 percent. 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 except as provided in Article VII hereof.

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 location, size, value and allocable expenses of maintenance were the proper determining factors to be considered.

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

VI.

### **EASEMENTS**

There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls in favor of the Association located

within any lot for the continuing maintenance and repair of all utilities in the Condominium.

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 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. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any

such easement shall be effected by the recordation of an appropriate instrument of termination.

VIII.

**RESTRICTIVE COVENANTS**

The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and which restrictions, notwithstanding Article X 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.

Further, each lot established herein is subject to the following restrictions and limitations regarding individual wells and sewage disposal systems:

- A. All wells shall be installed by a licensed well driller.
- B. All wells shall be at least 100 feet from any sewage disposal system.
- C. All wells shall have a minimum depth of 50 feet.
- D. All wells not protected by a minimum of 10 feet of continuous clay shall have minimum of 100 feet.
- E. All wells shall be grouted along the full length of the casing. All grouting shall be completed in accordance with techniques established by the Michigan Water Well Grouting Manual, Michigan

Department of Public Health Ground Water Quality Control  
Section, January, 1988.

- F. All wells shall be minimum of 10 feet from all buried sewer pipes connecting single family dwellings to sewer mains. Sewer pipes shall be constructed of Schedule 40 PVC with sealed joints or other pipe approved by the Health Department.
- G. All wells shall be minimum of 50 feet from all other types of buried sewer pipe (main, force mains, etc.).
- H. All wells shall be a minimum of 150 feet from all major sources of contamination (storage tanks, lift stations, grinder pumps, etc.).
- I. All wells shall comply with the provisions of Part 127 of Act 368 of the Public Acts of 1978, of Michigan's Public Health Code, being Sections 333.12701 through 333.12715 of the Michigan Compiled Laws, and the Administrative Rules promulgated under the Act, being R325.1601 through R325.1676 of the Michigan Administrative Code and any subsequent revisions thereto.
- J. Each sewage disposal system must be installed in accordance with a permit issued by the appropriate District Health Department. This permit shall be obtained prior to beginning any construction on the lot.

- K. Each application for a sewage disposal system shall include a copy of the floor plan for all buildings to be constructed on the site and a map showing their location on the lot.
- L. The bottom of each stone field must be a minimum of 48 inches above the seasonal high water table and all unsuitable soils, i.e., sandy loam; of the minimum 49 inches; 24 inches must be undisturbed, native soils.
- M. The sewage disposal system must be a minimum of 100 feet from the established high water mark of any surface water.

#### **AMENDMENT**

A. The Condominium Documents may be amended for a proper purpose, without consent of Co-Owners, mortgagees and other interested parties, as long 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 unit dimensions 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 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:**

\_\_\_\_\_  
Donald A. Brandt

\_\_\_\_\_  
RANDALL W. MANN  
d/b/a GREAT LAKES LAND CO.

\_\_\_\_\_  
Susan N. Sanford

STATE OF MICHIGAN            )  
  ) ss  
County of Grand Traverse    )

On this 29<sup>TH</sup> day of September, 1997, before me, a Notary Public in and for said County and State, personally appeared RANDALL W. MANN, a single man, to me personally known, who, being by me duly sworn, did say that he is the Developer of

said condominium project, and he acknowledged that he executed said instrument as his free and voluntary act and deed.

---

Donald A. Brandt, Notary Public  
Grand Traverse County, Michigan  
My Commission Expires: September 7, 1999

Prepared in the Law Office of:  
When Recorded, Return to:

DONALD A. BRANDT, ESQ.  
**BRANDT, FISHER, ALWARD & ROY, P.C.**  
401 Munson Avenue, P.O. Box 5817  
Traverse City, Michigan 49696-5817  
(616) 941-9660



## CONDOMINIUM BYLAWS

### **ALDEN MEADOWS**

#### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

Section 1. **ALDEN MEADOWS** 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) Each Co-Owner shall be entitled to one vote for each Condominium unit owned when voting by number and one vote when voting by value (all units being assigned an equal percentage of value in Article V of the Master Deed). 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 8 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 half (1/2) (revised by the Fifth Amendment to the Master Deed)* 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 members 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 at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants, nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any lien in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. 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 prior to the First Annual Meeting.

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.

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 of 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 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, that the assessments levied are or may prove to be insufficient:

- (1) to provide for 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) to provide for the costs 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 equally among each unit. Annual assessments as determined in accordance with Article II, Section 3(a) above, shall be payable by Co-Owners in equal quarterly 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 action 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 prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. The Developer shall be responsible for payment of the full Association maintenance assessment, and all special assessments, for all units it owns.

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 only carry liability insurance, and worker'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 shall obtain all necessary insurance coverage at his own expense upon his unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for his unit, including any structures constructed thereon and his personal property located within his unit or elsewhere in the Condominium Project, for his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and 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 as determined annually by the Board of Directors of the Association.

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.

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 insurance coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project 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, 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 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 his unit.

Section 5. The Association shall be responsible for the reconstruction, repair, and maintenance of the common elements.

Section 6. The Act shall control upon any taking by eminent domain.

Section 7. Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner or any other party priority over any rights of first mortgagees of Condominium units pursuant to their mortgages and in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

#### Section 1. Architectural Control Committee

1.1 An Architectural Control Committee shall be established by the *AMCA Board of Directors (Board)* and shall at all times consist of *a member of the Board* and one or more persons appointed by the *Board*.

1.2 Except as otherwise provided *herein*, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the *Board's* consent shall be required for all Committee action. *(Revised by the 6<sup>th</sup> Amendment to the Master Deed).*

#### Section 2. Approval of Construction By Committee

2.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of lots consistent with its plan for Alden Meadows. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all lot or unit owners and for the preservation of the Developer's concept for the development of the project, the Developer wishes to make certain that any development of a lot will be consistent with its plan for Alden Meadows, including the following:

- (a) No single-floor or split-level residence structure shall be erected, altered, placed, or permitted to remain on any lot unless such structure shall have one floor of living area 1,600 square feet in size.*

*Residences classified as a two-story structure shall not have less than 1,200 square feet on the main level, nor less than a total living of 1,850 square feet (revised by the Second Amendment to the Master Deed).* The area may be computed by including exterior walls, partitions, bay windows (if the same reach to the floor and are fully enclosed and heated). The Committee may deny construction in accordance with any plan submitted because of lack of harmony of external design with existing structures, or because of too great a similarity to other or nearby existing structures. No plan will be approved that will result in the same style being repeatedly used so as to create sameness of design in Alden Meadows.

- (b) All homes shall be located so as to comply with the setback restrictions *established by the Helena Township Zoning Commission which as of the date of this amendment are as follows: The front setback is 35' from the front lot corner. The rear setback is 25' from the rear property line. The side setback is a total of 40' with the smallest being 15' (if one side is 15', the other side must be at least 25' for a total of 40'). All homes shall be located so as to comply with* all applicable building codes and on that portion of a lot as permitted by the Committee with an orientation approved by the Committee, it being the intent of these restrictions to keep homes as compatible as possible with the natural surroundings and with each other. *All homes must have an attached two car garage, or larger. All homes must have a driveway that extends from the garage to the road and that is paved with concrete, asphalt, or an equal hard surface approved by the Committee. Homes built without a paved driveway before this amendment was approved by the association members are hereby exempt from this requirement.*
- (c) The Committee shall have the right to waive or vary any of the restrictions contained in this section in such cases as it, *in* its sole judgment, shall deem to be in the best interests of those owning property in Alden Meadows.

2.2 No lot or unit or unit owner shall construct, modify, alter, or maintain any improvements on a lot until all of the following have been completed.

- (a) The lot or unit owner has submitted to the Committee two complete sets of preliminary sketches showing floor plans, exterior elevations and an outline specification for materials and finishes.

- (b) The Committee has approved the preliminary sketches.
- (c) Upon approval of preliminary sketches, the lot or unit owner has submitted to the Committee two complete sets of plans and specifications therefor, in form satisfactory to the Committee, showing insofar as is appropriate:
  - (1) The size and dimensions of the improvements;
  - (2) The exterior design; *including the type of siding, roof materials, and foundation.*

- (3) The exterior color scheme; *including the color of the house, doors and windows, trim, roof, garage and garage door(s).*
  - (4) The exact location of the improvement on the lot; *Including a site plan that shows the distance from the lot lines to the house, garage, driveway, and/or other structures.*
  - (5) The location of the parking areas and landscaping (including location and construction of all utilities).
- (d) Such plans and specifications have been approved in writing by the Committee.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or with the improvements erected in the immediate vicinity of the lot or unit.

2.3 In the event that a lot or unit owner wishes to change the exterior color scheme of any improvement, he shall submit to the Committee such information with respect to this proposed change as the Committee shall require and to make this change only after receiving written approval from the Committee.

2.4 If at any time a lot or unit owner shall have submitted to the Committee *all* plans and specifications *requested by the Committee* in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within the thirty (30) days from the date of submission nor notified the lot or unit owner of its objection with *in* such 30-day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that a lot or unit owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original plans and specifications, and the Committee has neither approved them nor notified the lot or unit owner of further objections within thirty (30) days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.

Section 3. Except with the approval of the Committee or as may be necessary in connection with the construction of an approved improvement, no excavation shall be made on any lot nor shall any dirt be removed there from.

Section 4. Except with the approval of the Committee, the natural drainage on any lot shall not be changed.

Section 5. The exterior of any improvement shall not remain incomplete for a period of longer than six (6) months from the date upon which construction of the improvement was commenced without prior approval of the Committee and all construction shall be pursued diligently to completion.

Section 6. Any and all landscaping must be completed within one (1) year.

Section 7. No exposed concrete or concrete blocks shall be permitted on any exterior except for foundation walls.

Section 8. All utilities such as telephone and electric service shall be underground from the private ways to all structures. Overhead utility service is not permitted in any lot or home site.

*Section 9. No mobile homes, double-wide mobile homes and other factory built structures which have metal frames or titles (whether referred to as modular or not) shall be permitted to remain on any lot or home site. Factory built panelized or modular structures constructed with conventional building materials, may be permitted if approved by the Committee.*

*(All items in Article VI in blue ink were Revised by the 7<sup>th</sup> Amendment to the Master Deed).*

## ARTICLE VII

### 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. 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 3. 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 except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-Owner either in his unit or upon the common elements, which spoils the appearance of the Condominium. Each lot owner whose lot borders a common element shall be responsible for maintenance and upkeep of his lot to the actual location of the common element notwithstanding a contrary depiction on Exhibit "B" to the Master Deed.

Section 4. 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.

Section 5. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, except standard "For Sale" signs, without written permission from the Association and the Developer.

Section 6. No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds. Such animals are not to 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. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

Section 7. 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%) percent 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 8. The Association or its duly authorized agents shall have access to each unit (but not the residence constructed thereon) 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 9. 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 *unless they are damaged or diseased*, without *the* prior approval of the Committee. *(Revised by the 6<sup>th</sup> amendment to the Master Deed).*

Section 10. 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 11. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, 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 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.

*Section 12. No hunting or discharge of firearms is allowed anywhere within Alden Meadows as platted. Any co-owner, individual residing with co-owner, or guest of co-owner found responsible for hunting or the discharge of firearms in Alden Meadows will be subject to the rules and regulations of the Alden Meadows Condominium Association in addition to any relief afforded under applicable local, state and federal laws. (Added by the 3rd Amendment to the Master Deed).*

## ARTICLE VIII

### 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 IX

### 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 IX, 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.

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 to make such amendments 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.

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 X

### 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 XI

### 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 XII

### 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-Owners 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.

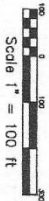
### ARTICLE XIII

#### 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

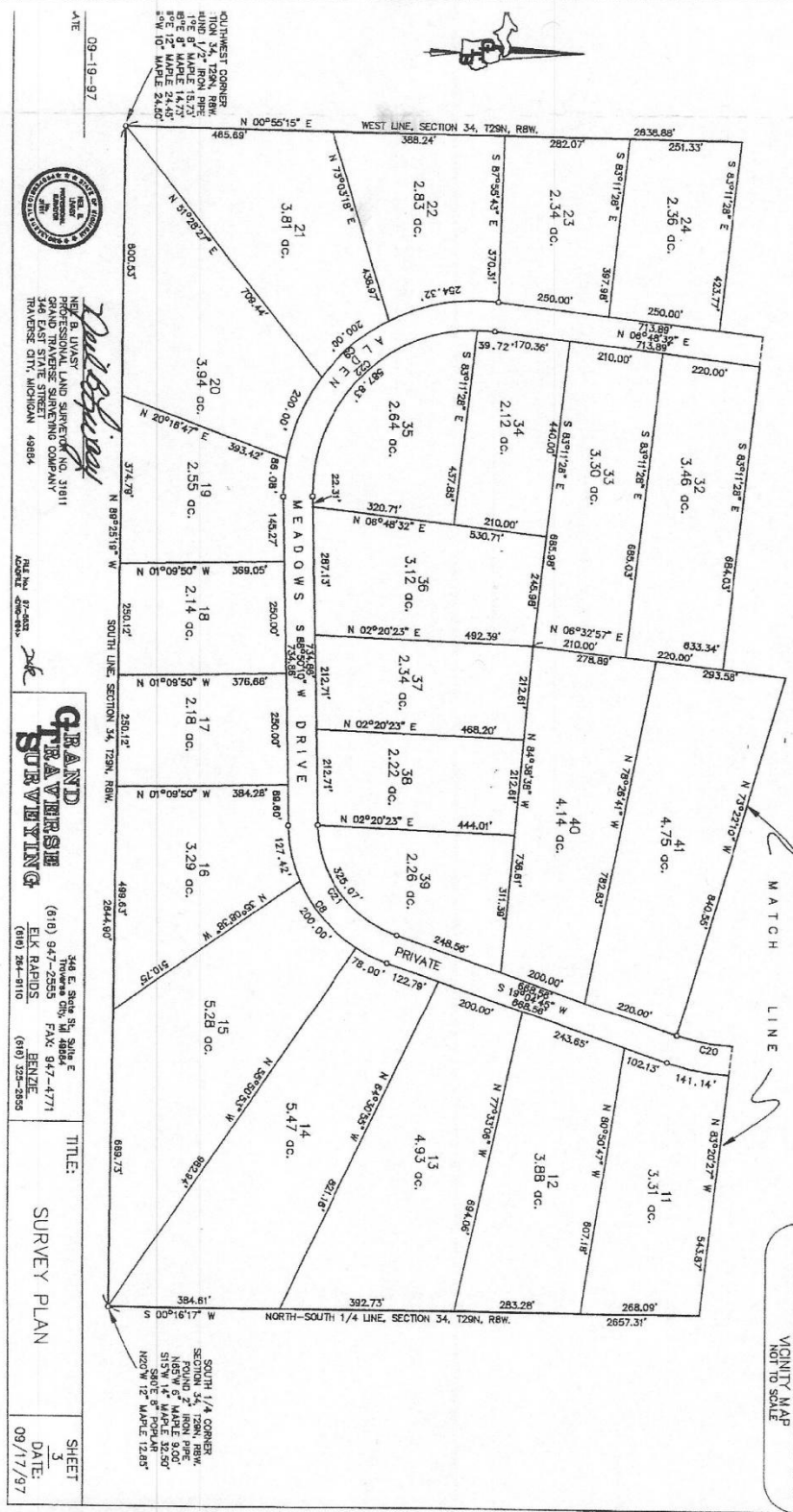
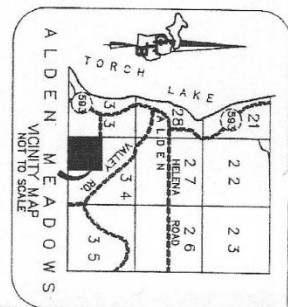
# ALDEN MEADOWS

A CONDOMINIUM IN  
PART OF SECTION 34, TOWNSHIP 29 NORTH,  
RANGE 8 WEST, HELENA TOWNSHIP,  
ANtrim COUNTY, MICHIGAN.



BEARING BASE:  
UBER 499, PAGE 1187.  
NOTE:  
ALL UTILITIES SHOWN ARE AS BUILT 09/03/97.  
ALL UTILITIES NOT SHOWN ARE NOT BUILT.  
SEE COVER SHEET FOR CURVE DATA.

SURVEYOR'S CERTIFICATE  
I, NEIL B. LUYK, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY  
THAT THE SUBDIVISION PLAN KNOWN AS ANTRIM COUNTY CONDOMINIUM SUBDIVISION NUMBER 142  
AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER  
THE REQUIRED MONUMENTS AND NON-WARRERS HAVE BEEN LOCATED IN THE GROUND AS  
REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 98 OF PUBLIC ACTS OF 1978.  
UNDER SECTION 142 OF ACT NUMBER 98 OF THE PUBLIC ACTS OF 1978, THE FIELD NOTES REFERRED TO BY THE RULES PROMULGATED  
UNDER SECTION 142 OF ACT NUMBER 98 OF THE PUBLIC ACTS OF 1978, ARE NOTED IN THE SURVEY PLAN AS REQUIRED BY THE RULES  
PROMULGATED UNDER SECTION 142 OF ACT NUMBER 98 OF THE PUBLIC ACTS OF 1978.



*Neil B. Luyk*  
NEIL B. LUYK  
PROFESSIONAL LAND SURVEYOR  
NO. 27-2533  
GRAND TRAVERS SURVEYING COMPANY  
346 EAST STATE STREET  
ROMEO CITY, MICHIGAN 48864

**GRAND TRAVERS SURVEYING**  
346 E. STATE ST. SUITE E  
ELK RAPIDS, MICHIGAN 49727  
(616) 947-2555 FAX: 947-4771  
(616) 284-8110 (616) 282-2556

TITLE:  
SURVEY PLAN

SHEET  
3  
DATE:  
09/17/97

Figure 2 Subdivision Plans



ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NUMBER 146  
EXHIBIT B TO THE MASTER DEED OF

# ALDEN MEADOWS

A CONDOMINIUM IN  
PART OF SECTION 34, TOWNSHIP 29 NORTH,  
RANGE 8 WEST, HELENA TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.

DEVELOPER  
RANDALL W. MANN  
4383 HARVARD AVE.  
LAMESA, CA. 91941

SHEET INDEX  
1 COVER SHEET  
2 & 3 SURVEY PLAN  
4 & 5 SITE & UNIT PLAN

DATE: 08-19-97



*Grand Traverses*  
NICK A. TRAVERS  
PROFESSIONAL LAND SURVEYOR NO. 18684  
144 EAST STATE STREET  
TROY, MI 48064

DATE: 08-19-97  
SHEET: 08-19-97

**GRAND TRAVERSES SURVEYING**

144 E. State St., Ste. 6  
Troy, Mich. 48064  
(618) 347-2525 FAX: 947-4771  
ELK HARBOR, BENZIE  
(618) 34-8110 (618) 222-2855

TITLE: COVER SHEET

SHEET: 1  
DATE: 08/17/97

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

A PARCEL OF LAND SITUATE IN HELENA TOWNSHIP, ANTRIM COUNTY, MICHIGAN AND MORE  
FULLY DESCRIBED AS FOLLOWS:  
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 8 WEST,  
DESCRIBED AS, BEGINNING AT THE WEST CORNER OF SAID SECTION, 291.49 FEET TO  
89°43'17" EAST, ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION, 291.49 FEET TO  
THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, THENCE SOUTH 60°16'17" WEST, ALONG  
SAID NORTH-SOUTH 1/4 LINE, 158.48 FEET TO THE POINT OF BEGINNING, ALONG  
89°25'15" WEST, ALONG SAID SECTION LINE, 284.450 FEET, TO THE WEST LINE OF SAID  
SECTION, THENCE NORTH 00°55'15" EAST, ALONG SAID SECTION LINE, 238.88 FEET TO  
THE POINT OF BEGINNING,  
CONTAINING 159.87 ACRES OF LAND.

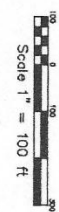
### CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	DELTA ANGLE
C1	297.00	813.00	192.46	S 60°46'49" E	179°48'39"
C2	287.00	110.70	118.70	S 60°46'49" E	22°11'19"
C3	333.00	103.70	103.70	S 60°46'49" E	22°11'19"
C4	333.00	873.64	248.83	S 70°36'57" E	43°14'12"
C5	287.00	748.38	237.74	S 70°45'47" E	52°42'29"
C6	333.00	412.97	189.01	S 67°40'17" E	71°03'22"
C7	333.00	468.43	158.17	S 53°10'24" E	51°13'17"
C8	333.00	468.43	158.17	N 07°32'24" W	97°48'22"
C9	433.00	748.41	653.44	N 42°10'30" W	97°48'22"
C10	787.00	1384.17	581.17	N 07°32'24" W	28°41'54"
C11	333.00	181.05	158.48	N 08°02'02" W	27°42'38"
C12	333.00	141.74	158.48	N 34°02'29" W	79°42'29"
C13	333.00	141.74	158.48	N 57°57'59" W	79°42'29"
C14	333.00	73.80	72.65	N 43°20'10" W	124°41'34"
C15	30.00	53.97	46.73	N 58°38'26" E	102°41'16"
C16	333.00	148.28	148.02	S 84°33'04" E	25°41'15"
C17	287.00	620.12	213.94	S 70°36'57" E	42°14'12"
C18	287.00	620.12	213.94	S 70°36'57" E	42°14'12"
C19	287.00	331.12	310.81	S 69°40'17" E	52°52'25"
C20	442.00	1354.14	363.11	S 08°31'54" E	51°13'17"
C21	287.00	1394.07	305.38	S 53°37'28" W	69°45'25"
C22	387.00	627.25	353.84	N 42°10'30" W	97°48'22"
C23	953.00	471.25	414.88	N 07°32'24" W	28°41'54"
C24	157.00	151.19	157.00	N 08°02'02" W	27°42'38"

# ALDEN MEADOWS

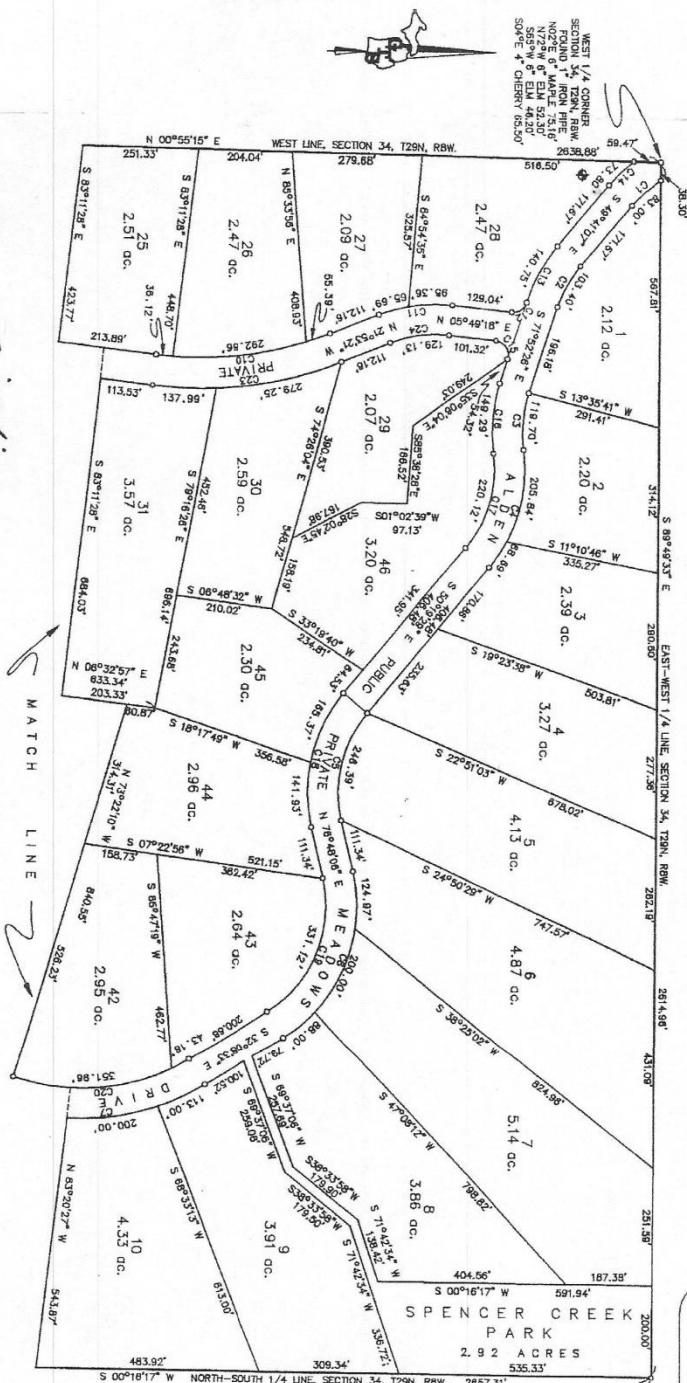
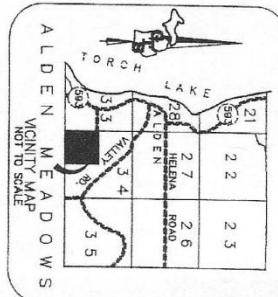
A CONDOMINIUM IN

PART OF SECTION 34, TOWNSHIP 29 NORTH,  
RANGE 8 WEST, HELENA TOWNSHIP,  
ANTRIM COUNTY, MICHIGAN.



BEARING BASE:  
UBER 459, PAGE 1187.  
NOTE:  
ALL DIMENSIONS ARE AS SHOWN ON THIS PLAN.  
SEE COVER SHEET FOR CURVE DATA.

SURVEYOR'S CERTIFICATE  
I, NEIL B. LIVASY, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLANNED AS ANTRIM COUNTY CONDOMINIUM SUBDIVISION NUMBER 246, AS SHOWN ON THIS PLAN, IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MICHIGAN CONDOMINIUM ACT, PUBLIC ACT 142 OF 1978, AND THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS SHOWN ON THIS PLAN. I FURTHER CERTIFY 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.



SECTION 34, T29N, R6W.  
NORTH 1/4 CORNER  
N27°12'17" E 117.00'  
S89°54'57" E 117.00'  
S89°54'57" E 117.00'  
N27°12'17" W 117.00'

Legend  
○ = CONCRETE MONUMENT  
□ = SET IN 12" MURPLE  
OF UNIT 25.  
(ELEV. = 717.07)

DATE: 09-19-97

NEIL B. LIVASY  
PROFESSIONAL LAND SURVEYOR, NO. 3181  
345 EAST STATE STREET  
TRAVERSE CITY, MICHIGAN 49884

GRAND TRAVELERS SURVEYING  
345 E. State St., Suite E  
Traverse City, MI 49884  
(616) 947-2550 FAX: 947-4771  
ELK RAPIDS SERVICE  
(616) 251-1110 (616) 251-2835

TITLE: SURVEY PLAN

SHEET 2  
DATE: 09/17/97





N

PROFESSIONAL  
LAND SURVEYOR  
ID: 31611 GRAND  
TRAVERSE  
SURVEYING  
COMPANY LLC  
EAST STATE  
STREET  
TRAVERSE CITY,  
MICHIGAN 49684



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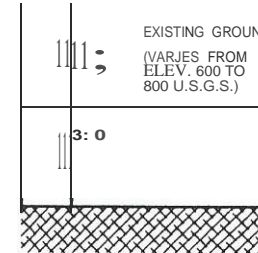
A CONDOMINIUM IN

PART OF GETSNETL s w H RTH.  
ANTR IM COUNTY, MICHIGAN.

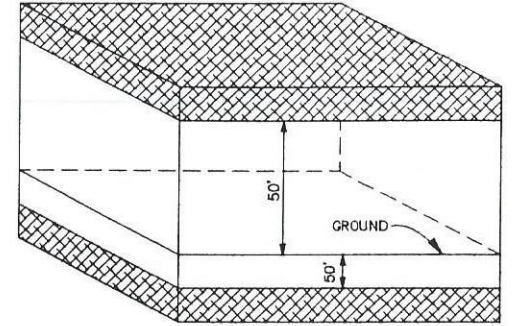
**§m**  
**c=J**

GENERAL CONSTRUCTION ELEMENT  
UNIT  
PUBLIC ROADWAY

**Legend**



TYPICAL UNIT PROFILE

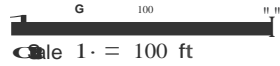


TYPICAL UNIT ENVELOPE

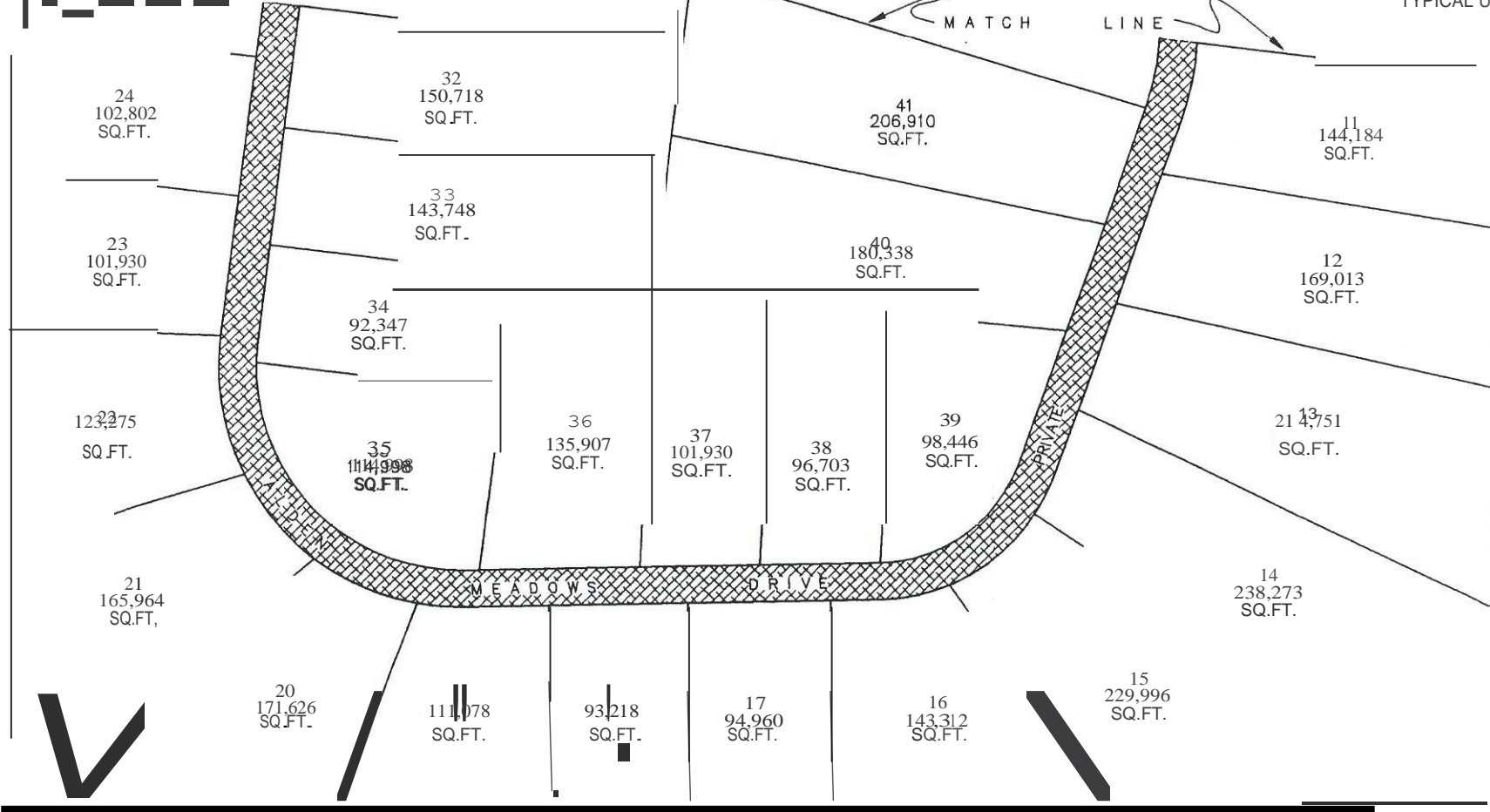
**Legend**

o - CONCRETE MONUMENT

NOTE:  
ALL UTILITIES SHOWN ARE AS BUILT 09/07/97.  
ALL UTILITIES NEED TO BE BUILT.  
SEE CO. #11 SHEET FOR CURVE DATA.  
ALL UTILITIES NEED NOT BE BUILT.



ITT



SOUTHWEST CORNER

SOUTH EAST CORNER

09-19-97  
DATE



*Neil B. Livasy*  
NEIL B. LIVASY  
PROFESSIONAL LAND SURVEYOR NO. 31811  
GRAND TRAVERSE SURVEYING COMPANY  
348 EAST STATE STREET  
TRAVERSE CITY, MICHIGAN 49884

PL

JD)  
**AWJEam**  
**liWlmYIIE'rG**

(616) 947-2555  
**ELK RAPIDS**  
(515) 264-6110

y.S E  
FAX: 947-4771  
BENZIE  
(818) J2-25,,

TITLE:  
**SITE & UTILITY PLAN**

SHEET  
5  
DATE:  
09/17/97

(A Nonprofit Domestic Corporation)

ARTICLES OF INCORPORATION

Of

ALDEN MEADOWS CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed by the incorporators for the purpose of forming a nonprofit corporation, pursuant to the provisions of Act 162, Public Acts of 1982 as follows:

ARTICLE I.

The name of the corporation is:

**ALDEN MEADOWS CONDOMINIUM ASSOCIATION**

ARTICLE II.

The purpose or purposes for which the corporation is organized is to administer, manage, operate and control the common elements, covenants and restrictions, and other matters relating to **ALDEN MEADOWS**, a land area condominium located in the Township of Helena, Antrim County, Michigan, and in furtherance of those purposes, to exercise all the powers permitted to be exercised by a nonprofit corporation under the laws of the State of Michigan.

ARTICLE III.

Said corporation is organized upon a membership non-stock basis; the amount of assets which said corporation possesses is:

Real Property

Personal Property

None

None

Said corporation is to be financed under the following general plan:

Assessment of members; the corporation is organized on a membership basis.

ARTICLE IV.

The address of the initial registered office is 308 S. Cedar, Kalkaska, Michigan 49646. The name of the initial resident agent at the registered office is RANDALL W. MANN.

ARTICLE V.

The name and address of the incorporator is as follows:

RANDALL W. MANN, P.O. Box 318, Kalkaska, MI 49646.

ARTICLE VI.

The name and address of the first Board of Directors are as follows:

Randall W. Mann, P.O. Box 318, Kalkaska, MI 49646.

ARTICLE VII.

The term of corporate existence is perpetual.

ARTICLE VIII.

The qualification of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- A. Each Co-owner (including the Developer) of a unit (lot) in the condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
  
- B. Membership in the corporation (except with respect to any non-Co-owner incorporators, who shall cease to be members upon the qualification for membership of any Co-owner) shall be established by acquisition of fee simple title to a unit (lot) in the condominium and by recording with the Register of Deeds in the county where the condominium is located, a deed or other instrument establishing a change of record title to such unit (lot) and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the condominium shall become a member immediately upon establishment of the condominium) the new



Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.

- C. The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his unit (lot) in the condominium.
- D. Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

I, the Incorporator, sign my name this 29<sup>TH</sup> day of September, 1997.

---

RANDALL W. MANN

RETURN DOCUMENT TO:

DONALD A. BRANDT, ESQ  
**Brandt, Fisher, Alward & Roy, P.C.**  
401 Munson Avenue, P.O. Box 5817  
Traverse City, Michigan 49696-5817  
(616) 941-9660

## ASSOCIATION BYLAWS

### **ALDEN MEADOWS ASSOCIATION**

#### ARTICLE I.

#### ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of **ALDEN MEADOWS**, a residential land area condominium, (hereinafter known as the "Condominium Bylaws") as attached to the Master Deed and recorded in Liber 00471, Pages 1289 through 1326, Antrim 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 Bi-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 Bi-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, *annual* meetings of members of the Association shall be held in 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 such meetings such other business of the corporation as may properly come before them. *(Revised by the 6<sup>th</sup> amendment to the Master Deed).*

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 bi-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 up to five (5) 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 prior to the First Bi-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) To manage and administer the affairs of and maintain 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%) percent 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 Bi-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 *sixty (60)* 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, provided a majority of the whole board shall be present. *(Revised by the 6<sup>th</sup> amendment to the Master Deed).*

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) proves 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 is 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 1 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 control.

## DISCLOSURE STATEMENT

For

### **ALDEN MEADOWS**

Developer: Randall W. Mann  
d/b/a Great Lakes Land Co.  
236 East Front Street, Suite 17  
Traverse City, Michigan 49684

**ALDEN MEADOWS**, a site condominium, is a forty-six (46) lot residential land area condominium project located in the Township of Helena, County of Antrim and State of Michigan.

The effective date of this Disclosure Statement is May 15, 1999.

**THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED OR OTHER LEGAL DOCUMENTS, AND ALL BUYERS SHOULD READ ALL DOCUMENTS TO ACQUAINT THEMSELVES FULLY WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO.**

**WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY OR OTHER ADVISOR PRIOR TO PURCHASING A CONDOMINIUM UNIT.**

### INTRODUCTION

Condominium development in Michigan is governed largely by a statute called the Michigan Condominium Act. This Disclosure Statement, together with copies of the legal documents pertaining to the creation and operation of Alden Meadows, a site Condominium (which are referred to as the "condominium documents") are furnished to each purchaser pursuant to the requirement of the Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

"Condominium" is a form of real property ownership. Under Michigan law, a condominium unit (that part of the condominium individually owned and occupied) has the same legal attributes as any other form of real property and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents. The condominium units described herein are land area residential units. Each unit has been designed and intended for separate ownership

and use, and each unit has individual access to a common element of the condominium project.

Each co-owner receives a deed to his individual condominium unit. Each co-owner owns, in addition to his unit, an undivided interest in the common facilities (called "common elements") which service the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each co-owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are reserved in the Master Deed for use by less than all co-owners. General common elements are all common elements other than limited common elements.

Except for the year in which the project is established, real property taxes and assessments will be levied individually against each unit at Alden Meadows. These individual taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established, the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the co-owner of such units in proportion to the percentages of value assigned to the units owned by them.

Of course, no summary such as the one contained in this Disclosure Statement can fully state all of the details of a condominium development. Each purchaser is, therefore, urged to review carefully all of the documents contained in the Alden Meadows Purchaser's Information Booklet, as well as the other documents that have been delivered to the purchaser in connection with this project. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional adviser.

### **LEGAL DOCUMENTATION**

- A. **General.** Alden Meadows was established as a condominium project pursuant to a Master Deed recorded in the office of the Antrim County Register of Deeds. A copy of the Master Deed has been provided to you with this Disclosure Statement. The Master Deed includes the Condominium Bylaws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B". All of these documents should be reviewed carefully by prospective purchasers.

- B. **Master Deed.** The Master Deed contains a definition of terms used within the condominium project, the percentage of value assigned to each unit in the Condominium Project, a general description of the units and general and limited common elements included in the project, and a statement regarding the relative responsibilities for maintaining the common elements.
  
- C. **Condominium Bylaws.** The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of the Association members for the purpose of paying the costs of operation of the condominium project. Articles VI and VII contain certain restrictions upon the ownership, occupancy and use of the condominium project. Article VII also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association.
  
- D. **Condominium Subdivision Plan.** The Condominium Subdivision Plan is a two-dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

### **SUMMARY OF PROJECT**

Alden Meadows is located in the County of Antrim and State of Michigan. Alden Meadows is a residential land area condominium and includes forty-six (46) lots.

### **DEVELOPER**

The Developer of Alden Meadows is Randall W. Mann d/b/a Great Lakes Land Co. Randall W. Mann is a licensed real estate broker. This is the first condominium project for the Developer.

### **REAL ESTATE BROKER**

The Developer will serve as the real estate broker for Alden Meadows.

### **STRUCTURES AND IMPROVEMENTS WHICH NEED NOT BE BUILT**

The Michigan Condominium Act, as amended, requires the Developer to clearly inform potential purchasers what its construction obligations are through the use of the labels "Must Be Built" and "Need Not Be Built." The Developer is obligated to

construct only those units and improvements labeled "Must Be Built" in the Condominium Subdivision Plan attached to the Master Deed. All of the lots and improvements shown in the Condominium Subdivision Plan for Alden Meadows are labeled "Must Be Built".

### **ESCROW OF FUNDS**

In accordance with Michigan law, all funds received from prospective purchasers of units at Alden Meadows will be deposited in an escrow account with an escrow agent. The escrow agent for Alden Meadows is Kalkaska-Antrim Title Co. The address and principal place of business of Kalkaska-Antrim Title Co. is 308 S. Cedar, Kalkaska, MI 49646.

Funds held in the escrow account will be returned to the prospective purchaser within three (3) business days upon such purchaser's withdrawal from a Purchase Agreement within the specified period. Nine (9) business days after purchaser signs a receipt for the Purchaser's Handbook, all funds received from the purchaser will be retained in escrow until closing or, upon default of a purchaser, the escrowed monies will be paid to the Developer.

Any interest earned on funds held in the escrow account will be released to the party who is entitled to receive the funds upon which the interest has accrued, except that interest on funds released from the escrow account due to a prospective purchaser's withdrawal from a Purchase Agreement shall be paid to the Developer.

Additional details of the escrow arrangements made in connection with Alden Meadows are contained in the Escrow Agreement which is attached to your Purchase Agreement.

### **RECREATIONAL FACILITIES**

No recreational facilities will be included in Alden Meadows, although there is a park area for use of all Co-Owners and their guests.

### **ORGANIZATION AND CONTROL OF THE CONDOMINIUM**

- A. **The Condominium Buyer's Handbook**. General information about the government and organization of condominiums in Michigan may be found in the Condominium Buyer's Handbook, published by the Michigan Department of Commerce, and provided to you previously by the Developer.

- B. **Alden Meadows Association.** Alden Meadows Association has been incorporated under the laws of the State of Michigan as a nonprofit corporation. It will be responsible for the management, maintenance and administration of the condominium. A person will automatically become a member of Alden Meadows Association upon closing on the purchase of a unit.

The Articles of Incorporation and Bylaws of the Association which have been provided to you with this Disclosure Statement govern the procedural operations of the Association. The Association is governed by a three-person Board of Directors whose initial members have been appointed by the Developer who are empowered to serve pursuant to the provisions of the Condominium Bylaws until the First Annual Meeting of Members of the Association. Article III of the Association Bylaws sets forth the complete requirements for appointment of directors.

Control of Alden Meadows will be turned over to Alden Meadows Association as an independent entity at the transitional control date. The transitional control date is the date on which a Board of Directors, including at least two (2) directors who are unaffiliated with the Developer, takes office. Until the transitional control date, the condominium will be managed by Alden Meadows Association, although the Association will be controlled by the Developer. Even after the transitional control date, the Developer is entitled to participate, through voting and through appointment of directors, in the affairs of the condominium to the extent it owns units in the condominium.

- C. **Annual Meetings.** Following the First Annual Meeting, annual meetings of the co-owners of Alden Meadows will be held each year in accordance with the Condominium Bylaws for the purpose of conducting the business of the Association and appointing directors for the succeeding year. Prior to each Annual Meeting, co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Condominium Bylaws.
- D. **Advisory Committee.** The Board of Directors of the Association must establish an Advisory Committee of non-Developer co-owners upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to five (5) 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 will meet with the

Board of Directors to facilitate communication with the non-Developer co-owners and to aid in transferring control from the Developer to non-Developer co-owners. The Advisory Committee will be composed of not less than one (1) or more than three (3) non-Developer members, who will 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 will automatically dissolve following the appointment of a majority of the Board of Directors by non-Developer co-owners. The Advisory Committee must meet at least quarterly with the Board of Directors.

- E. **Percentage of Value.** Each of the units at the condominium has been assigned a percent of the total value of the project based upon its location, size, value and allocable expenses of maintenance. The total value of the project is one hundred (100%) percent. The percentage of value assigned to each unit is determinative of the share of each unit in the common elements. Each unit will share equally in the expenses of administration of the Condominium Association and each unit owner will have one (1) vote at meetings of the Association.
  
- F. **Management.** The Developer will serve as managing agent for the condominium until the transitional control date. Thereafter, the Association must provide for its own management. The Developer will not be paid for its services as managing agent.

As manager, the Developer will be given responsibility for the day-to-day management of the condominium.

### **SUMMARY OF LIMITED WARRANTIES**

**CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED HEREIN. YOU, INDIVIDUALLY, OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST.**

### **BUDGET**

At closing, each purchaser of a unit at Alden Meadows will pay two months' assessment as a working capital deposit. After the closing, each co-owner will pay a quarterly assessment as his share of the common expenses of the condominium.



The quarterly amounts collected from co-owners are used to operate and maintain the condominium. Because day-to-day operation of the condominium is dependent upon the availability of funds, it is important that each co-owner pay his quarterly assessment in a timely manner. Quarterly assessments at Alden Meadows are due by the first day of each quarter. In the event a co-owner fails to pay this amount in a timely manner, the Condominium Bylaws provide that Alden Meadows Association may impose a lien upon a delinquent co-owner's unit, collect interest at the rate of seven (7%) percent per annum on delinquent assessments, and impose other penalties.

The amount of the quarterly assessment will be determined by the amount of the common expenses. Under the budget of the Alden Meadows Association for fiscal year 1999 adopted by the Developer in the exercise of its best judgment, each co-owner will pay \$57.00 per quarter. This will generate an annual revenue from forty-six (46) units of \$10,488.00.

For fiscal year 1999<sup>1</sup>, the estimated revenues and expenses of the condominium are as follows:

<u>Income:</u>	\$10,488.00 <sup>2</sup>
<u>Expenses:</u>	
Liability Insurance	987.00
Road Maintenance	3,500.00
Snow Removal	5,000.00
Contingency Reserve	<u>1,000.00<sup>3</sup></u>
<u>TOTAL EXPENSES:</u>	<u>\$10,488.00</u>

Each co-owner must also pay other charges in connection with his ownership of a unit at Alden Meadows. For example, each co-owner will be responsible for paying real estate taxes levied on his unit and his undivided interest in the common

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<sup>1</sup>There will be no dues collected prior to the 4<sup>th</sup> quarter of 1998 (i.e., October 1, 1998). During the period prior to October 1, 1998, the Developer will pay for liability insurance and any necessary road maintenance.

<sup>2</sup>Based upon \$57.00 per quarter, per lot (number of lots equals forty-six).

<sup>3</sup>There is no assurance that the contingency reserve will be adequate.

elements, as well as any assessment for maintenance and repair of the road. The amount of such taxes will be determined by the assessor of the Township of Helena.

Like other unit owners, the Developer, is required to pay its assessments when they are due. The Developer will commence paying the full quarterly assessment for each unsold unit it owns within sixty (60) days after legal or equitable title to any condominium unit has been conveyed to a non-developer co-owner.

Each co-owner could be required to pay special assessments, if special assessments are levied by the Board of Directors of Alden Meadows Association. Special assessments may be levied by the Board of Directors in the event that, among other things, the regular assessment should prove inadequate, common elements need to be replaced or expanded, or an emergency occurs. The Bylaws of Alden Meadows attached to the Master Deed should be examined for further details about special assessments.

Like most expenses today, the expenses in the budget are subject to changes as a result of changing costs in the economy. The budget contained herein represents Alden Meadows Association's best estimate of those expenses at this time. However, these costs may increase from year to year on account of such factors as cost increases, the need for repair or replacement of common elements and property improvements.

There are no fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration.

### **RESTRICTIONS ON USE**

In order to provide an environment conducive to pleasant living at Alden Meadows, the Condominium Bylaws contain certain limitations upon the activities of co-owners which might infringe upon the right to quiet enjoyment of all co-owners. Some of these restrictions are set forth herein. You should read Article VII of the Condominium Bylaws to ascertain the full extent of the restrictions.

The units in Alden Meadows may be used solely for the purpose of single-family dwellings. Many restrictions apply to construction of residences at Alden Meadows. Article VI and Article VII of the Condominium Bylaws should be reviewed by prospective purchasers.

The use restrictions at Alden Meadows are enforceable by Alden Meadows Association, which may take appropriate action to enforce the restrictions, such as

legal actions for injunctive relief and damages. The remedies available in the event of default are contained in Article XII of the Condominium Bylaws.

### **INSURANCE**

Alden Meadows Association is responsible for securing vandalism and malicious mischief and liability insurance, and, when necessary, worker's compensation insurance pertinent to the ownership, use, and maintenance of the common elements of the condominium. Such insurance policies contain deductible clauses which, in the event of a loss, could result in the Association's being responsible for a certain portion of the loss.

Unit owners, as members of the Association, would bear any such loss in proportion to their percentage ownership of the common elements. Alden Meadows Association has taken out an all risk policy of insurance on the common elements. A copy of the all risk policy of insurance is available at the sales office for inspection by prospective purchasers. Worker's compensation insurance will not initially be secured by the Association, since Alden Meadows Association will have no employees. Co-owners should regularly review the insurance coverage of the Condominium to insure it is adequate.

The insurance coverage provided by the Association will not cover the individual units, any articles contained therein or any personal property of a co-owner on the grounds of the condominium other than items provided by the Developer in the initial sale of a unit. Each unit owner must, therefore, secure condominium owner's insurance to insure against loss to his unit and his personal property. A unit owner should consult with his insurance adviser to determine the amount of coverage required for his particular needs. In the event a unit owner fails to procure his own insurance, he will be uninsured for any loss that might occur to his unit, to himself or his property.

### **PRIVATE ROADS AND EASEMENTS**

There *is a public road, which services Alden Meadows. It will be maintained by the Antrim County Road Commission and is patrolled by public police forces.*

The usual public utility

easements, such as telephone and electricity are *to be used* by those companies and municipalities responsible for the furnishing of public utilities to the condominium. As set forth more fully in Article VII of the Master Deed, *easements have been reserved* for the unrestricted use of the road and driveways for the purpose of ingress and egress to and from any portion of the condominium and any land contiguous to the condominium. *(Revised by the 6<sup>th</sup> Amendment to the Master Deed).*

Representatives of Alden Meadows Association are entitled to enter a unit (except a residence constructed thereon) in the case of an emergency or to make necessary repairs to a common element. While such an entry may cause inconvenience, it is necessary to the well-being of all the co-owners.

#### **CO-OWNER LIABILITY**

If title to a unit at Alden Meadows passes by virtue of a first mortgage foreclosure, the new title holder is not liable for the assessments of Alden Meadows Association which came due prior to the acquisition of the title to the unit by that person. Any unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners, including that person. This provision is contained in the Condominium Bylaws, as required by the laws of the State of Michigan.

#### **UNUSUAL CIRCUMSTANCES**

To the Developer's knowledge, there are no unusual circumstances associated with Alden Meadows, excepting Association dues which will not be collected until the fourth quarter of 1998; there will be no snow plowing of road during the Winter of 1997-1998.

#### **LEGAL MATTERS**

Donald A. Brandt, Brandt, Fisher, Alward & Roy, P.C., 401 Munson Avenue, P.O. Box 5817, Traverse City, Michigan 49696-5817, served as legal counsel in connection with the preparation of this Disclosure Statement and related documents. Legal counsel has not passed upon the accuracy of the factual matters herein contained.

## ALDEN MEADOWS ESCROW AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between RANDALL W. MANN, d/b/a GREAT LAKES LAND CO., a Michigan corporation (the "Developer"), and KALKASKA-ANTRIM TITLE COMPANY, a Michigan corporation (the "Escrow Agent");

### **WITNESSETH :**

WHEREAS, Developer intends to establish a land area residential condominium known as **ALDEN MEADOWS** under and in accordance with the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter called the "Condominium Act"); and

WHEREAS, Developer plans to sell lots in **ALDEN MEADOWS** to such persons ("Subscribers") who shall execute and enter into Purchase Agreements substantially in the form attached hereto as Exhibit "A" (the "Purchase Agreement"); and

WHEREAS, all deposits received from Subscribers executing Purchase Agreements are required to be deposited in escrow with a bank, savings and loan association or title insurance company, licensed or authorized to do business in Michigan under and pursuant to the terms and conditions specified by Section 103b of the Condominium Act; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of satisfying the escrow requirement of the Condominium Act; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Deposit of Funds and Other Documents; Investment of Funds.** Developer shall promptly deposit with Escrow Agent all funds received as deposits from Subscribers executing a Purchase Agreement, together with a fully executed copy of each Agreement and, if then available, a signed copy of the receipt of each Subscriber required by Section 84a(3) of the Condominium Act acknowledging receipt of the documents required to be delivered by Section 84a(1) of the Act. If not delivered with the initial deposit of funds, the receipt required by Section 84a(3) shall be promptly delivered by Developer upon receipt of the same. Upon receipt of such funds, Escrow Agent may place the same in such interest bearing and insured deposit account or certificate of deposit at such bank or other financial institution as Escrow Agent shall determine to be appropriate in the sole and exclusive exercise of its discretion to the end that such funds will be secure as to principal, insured against loss and readily liquid so that they may be released and disbursed to the Subscriber or Developer as otherwise provided by this Agreement.

2. **Interest Earned Upon Escrowed Funds.** Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

3. **Release of Funds.** Escrow Agent shall hold all funds deposited with it, and all interest earned and accrued thereon, in escrow until the occurrence of one of the conditions set forth below, at which time Escrow Agent shall deliver the principal amount of such escrowed funds and interest accrued to date to the party indicated.

(a) **Voluntary Withdrawal by Subscriber.** If the Subscriber shall withdraw from the Purchase Agreement prior to the time that the Purchase Agreement becomes binding as specified in Paragraph (2) of the general conditions, then within three (3) business days from the date of receipt of notice of such withdrawal from Developer, Escrow Agent shall deliver to the Subscriber the principal amount of the sum deposited pursuant to the Purchase Agreement and shall deliver to Developer all interest earned thereon.

(b) **Default Prior to Purchase Agreement Becoming Binding.** If the Subscriber shall default in performing any obligation of the Purchase Agreement requiring Subscriber's performance prior to the time that the Purchase Agreement becomes binding as set forth in Paragraph (2) of the general conditions, and Developer elects to terminate the Purchase Agreement and so notifies Escrow Agent, then Escrow Agent shall promptly deliver to the Subscriber the principal amount of the sum deposited pursuant to the Purchase Agreement and shall deliver all interest earned thereon to Developer.

(c) **Voluntary Withdrawal by Developer.** If Developer decides not to establish **ALDEN MEADOWS** as a condominium project or not to construct the Subscriber's unit and so notifies Escrow Agent, then Escrow Agent shall deliver all funds deposited pursuant to the Purchase Agreement, together with all interest earned thereon, to the Subscriber.

(d) **Inability to Obtain Financing.** If the Purchase Agreement is contingent upon the Subscriber obtaining a mortgage or other financing and permits the Subscriber to voluntarily withdraw in the event such financing is not obtained subsequent to the Purchase Agreement becoming binding, and the Subscriber is unable to obtain such financing and duly withdraws as a result thereof, then promptly following receipt of notice from Developer of such withdrawal, Escrow Agent shall

deliver to the Subscriber the principal amount of the sum deposited pursuant to the Purchase Agreement and shall deliver to Developer all interest earned thereon unless otherwise specifically provided by the Purchase Agreement, in which case Escrow Agent shall disburse such funds as therein provided.

(e) **Default After Purchase Agreement Becomes Binding.** If, after the Purchase Agreement becomes a binding agreement, either the Subscriber or the Developer shall default in performing their respective obligations therein set forth, and the non-defaulting party provides notice of such default as required by the Purchase Agreement and provides a copy of such notice to Escrow Agent, then following the passage of such grace period, if any, as may be provided by the Purchase Agreement, Escrow Agent shall deliver all funds deposited pursuant to the Purchase Agreement, together with all interest earned thereon, to the non-defaulting party promptly following receipt of a written demand for the same, provided, however, that if prior to the release of such funds Escrow Agent receives a written objection to the notice of default or a written claim of interest in the funds from the alleged defaulting party, then Escrow Agent shall hold or dispose of the funds as provided in Paragraph (7) hereof.

(f) **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a unit covered by a Purchase Agreement from the Developer to a Subscriber (or upon execution of a Land Contract between the Developer and the Subscriber in fulfillment of a Purchase Agreement) Escrow Agent shall release to Developer all sums held in escrow pursuant to such Agreement provided Escrow Agent has confirmed:

- (i) That all other common elements or facilities intended for common use, wherever located and which under the terms of the Condominium Documents "must be built" are substantially complete; or
- (ii) That, if the elements or facilities referred to in Subparagraph 3(f)(i) above are not substantially complete, sufficient funds to finance substantial completion of such elements or facilities are being retained in escrow or that other adequate security has been arranged as provided in Paragraph (4) below.

For purposes of improvements of the type described in Subparagraph 3(f)(i) above, said improvements shall be substantially complete when certificates of substantial completion have been issued therefor by the Developer and by a licensed professional architect or engineer, as described in Paragraph (6).





(g) **Release of Funds for Completion of Incomplete Improvements.**

Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

4. **Substitute Security.** Notwithstanding anything in this Agreement to the contrary, Developer may withdraw all or any part of the escrowed funds prior to the occurrence of any of the events set forth in Paragraph (3) above, provided that Developer shall deliver to Escrow Agent security having, in the judgment of the Escrow Agent, a value equal to the amount of the funds withdrawn, which security may include, without limitation, any irrevocable letter of credit, lending commitment, indemnification agreement or other resource of value which in the judgment of Escrow Agent is sufficient to assure repayment of the funds withdrawn.

5. **Ultimate Disposition of Funds Received for the Completion of Incomplete Elements or Facilities.** Not earlier than nine (9) months after closing the sale of the first unit in a phase of the Condominium Project for which escrowed funds have been retained or for which security has been provided for the substantial completion of the portions thereof labeled as "must be built", Escrow Agent shall, upon the request of the ALDEN MEADOWS CONDOMINIUM ASSOCIATION or any interested Co-Owner, notify the Developer of the amount of funds remaining in escrow for such purpose, and of the date determined under this paragraph upon which such funds can be released. In the case of a recreational facility or other facility intended for general common use, not earlier than nine (9) months after the date on which the facility was promised in the Condominium Documents to be completed by the Developer, Escrow Agent shall, upon the request of the ALDEN MEADOWS CONDOMINIUM ASSOCIATION or any interested Co-Owner, notify the Developer of the amount of funds remaining in escrow for such purpose, and the date determined under this paragraph upon which such funds can be released. Three (3) months after receipt of a request pertaining to any of the funds described above, the funds that have not yet been released to Developer may be held or disposed of by Escrow Agent as follows:

- (i) Escrow Agent may undertake completion of any such improvements pursuant to and in accordance with the plans and specifications therefor as set forth in the Condominium Documents and/or incorporated into Subscribers' Purchase Agreements, as the case may be, for the benefit of all interested parties, including the Developer, and may administer and disburse escrowed funds or security held for construction of the same in such prudent and reasonable manner as may be reasonably necessary;
- (ii) Escrow Agent may release such funds or security in accordance with the terms of such written agreement, if any, as may be entered into by and between the Developer and the ALDEN MEADOWS CONDOMINIUM ASSOCIATION, provided that such agreement is entered into subsequent to the transitional control date of the Condominium Project;
- (iii) With the consent of the Developer and all other interested parties, Escrow Agent may initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer, the ALDEN MEADOWS CONDOMINIUM ASSOCIATION and all other interested parties shall be named as parties. Escrow Agent shall continue to hold all sums in escrow pending the outcome arbitration, but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any Circuit Court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided below; or
- (iv) Escrow Agent may initiate an interpleader action in any Circuit Court in the State of Michigan naming the Developer, the ALDEN MEADOWS CONDOMINIUM ASSOCIATION and all other interested parties as parties and deposit all funds or other security in escrow with the Clerk of such Court in full acquittance of its responsibilities under this Agreement.

6. **Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete.** Escrow Agent may require reasonable proof of any event, action or condition stated herein before releasing any funds held by it pursuant to any Purchase Agreement either to a Subscriber thereunder or to the Developer. Whenever Escrow Agent is required hereto to confirm that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans and specifications therefor, it may base such confirmation entirely upon the certificate of a licensed professional architect or engineer to such effect. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under Subparagraph 3(g) above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Condominium Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent, and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

7. **Conflicting Claims.** If Escrow Agent receives conflicting instructions or claims to the funds, securities or documents held in escrow, then it may take any one or more of the following actions;

- (i) It may release all or any portion of the funds to the party which it reasonably determines in good faith to be entitled to receive such funds under other provisions of this Agreement.
- (ii) It may hold all or any portion of the funds, securities and documents affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or final Order of a Court of competent jurisdiction; or
- (iii) It may initiate an interpleader action in any Circuit Court in the State of Michigan naming all interested parties as parties and depositing all or any portion of the funds, securities and documents affected by the adverse claims with the Clerk of such Court in full acquittance of its responsibilities under this Agreement.

8. **Status and Liability of Escrow Agent.** Upon delivering or applying all funds deposited with it hereunder in accordance with this Agreement, and after performing the obligations and services required by law and in all Purchase Agreements, Escrow Agent shall be released from any further liability under this Agreement and the Purchase Agreements, it being expressly understood that, unless and except to the extent that Escrow Agent undertakes to complete any facilities or improvements in the Condominium Project as permitted by Subparagraph 5(i), liability is limited by the terms and the provisions set forth in this Agreement and the Purchase Agreements. By acceptance of this Agreement, Escrow Agent acknowledges that it is acting in the capacity of a depository and that it is not responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it by Developer, the marketability of title to any unit sold under any Purchase Agreement, or the nature, extent or quality of construction of any facility or improvement unless completed by Escrow Agent as permitted by Subparagraph (5)(i). Escrow Agent shall not be responsible for the failure of any bank used as a depository for funds received pursuant to this Agreement.

9. **Notices.** All notices required or permitted to be given pursuant to this Agreement and all notices of change of address shall be sufficient if personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the address shown above such party's signature on this Agreement or the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, all notices shall be deemed effective upon mailing or personal delivery, whichever is applicable.

10. **Construction.** This Agreement shall be subject to, and construed in all respects in accordance with, the Laws of the State of Michigan. The words and phrases herein used shall have such meanings, if any, as are ascribed to them by the Condominium Act unless the context in which they are used clearly indicates to the contrary. In the event any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement, so long as practicable, shall be valid and enforceable to the full extent permitted by law.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement as of the date first hereinabove set forth.

**DEVELOPER:**

**ESCROW AGENT:**

KALKASKA-ANTRIM TITLE COMPANY

\_\_\_\_\_  
RANDALL W. MANN  
d/b/a GREAT LAKES LAND CO.

By:\_\_\_\_\_

Its:\_\_\_\_\_

WAIVER

The undersigned, for good cause acknowledged by the undersigned, hereby waives the nine (9) day waiting period from receipt of the condominium documents as provided by the Condominium Act prior to closing of the purchase of Unit No. , **ALDEN MEADOWS**. The undersigned represents and warrants that he/she is familiar with this project, and has knowingly and intentionally and of his/her own volition waived the nine-day waiting period as provided by the Condominium Act.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Unit No.: \_\_\_\_\_