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OF SHADOWS ON THE GREEN

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BAY COUNTY  
REGISTER OF DEEDS

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# AMENDED AND RESTATED MASTER DEED OF SHADOWS ON THE GREEN

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

## BAY COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 64

This Amended and Restated Master Deed is made and executed on this 2<sup>nd</sup> day of July, 2019 by Shadows on the Green Condominium Association, a Michigan nonprofit corporation (hereinafter referred to as the "Association") and Michigan Land Developers, LLC, a Michigan limited liability company, of 310 Center Avenue, Bay City, Michigan 48708, its successors and/or assigns, (upon its purchase of Units 1-21, 29-30, and 46-54 shall hereinafter referred to as the "Developer"). The Association's registered office is c/o Larry Bourassa, 5968 Lexie Lane, Bay City, Michigan 48706, represented herein by Jean KAH the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act, MCL 559.101 et al., as amended (hereinafter referred to as the "Condominium Act").

Shadows on the Green was established as a condominium project pursuant to the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended) (the "Act"), the original Master Deed recorded at Liber 2494, Pages 1 et seq., known as Bay County Condominium Subdivision Plan No. 64 (the "Original Master Deed"), with a First Amendment to the Master Deed dated May 21, 2009, recorded at Liber 2678, Pages 35-41, Bay County Records (the "First Amendment"), a Second Amendment to the Master Deed dated June 4, 2013, recorded at Liber 2965, Pages 973, et seq., Bay County Records (the "Second Amendment"), (collectively, the "Master Deed").

The Association and Developer desire to amend the Master Deed and Condominium Bylaws of Shadows on the Green pursuant Section 90 and 90a of the Act, as amended, (MCL § 559.190, MCL § 559.190a), Article VIII of the Master Deed and Article X of the Condominium Bylaws. The Master Deed for Shadows on the Green, as amended by the First Amendment and the Second Amendment, is superseded (including the Condominium Subdivision Plan attached hereto as "Exhibit B").

This Amendment shall not enlarge the common elements of the existing condominium project, or alter the existing percentages of value in the project. The Amended and Restated Master Deed of Shadows on the Green shall be effective upon recording with the Bay County Register of Deeds, as required by Section 73 of the Condominium Act (MCL § 559.173).

## ARTICLE I TITLE AND NATURE

**Section 1. Condominium Name and Subdivision Plan Number.** The Condominium will be known as Shadows on the Green, Bay County Condominium Subdivision Plan No. 64. The Condominium is established in accordance with the Condominium Act.

**Section 2. Voting.** Co-owners will have voting rights in Shadows on the Green Condominium Association as set forth herein the Amended and Restated Condominium Bylaws and the Articles of Incorporation of the Association, as amended.

## ARTICLE II LEGAL DESCRIPTION

The land which was submitted to the Condominium Project established by the original Master Deed is described as follow:

Part of the NW 1/4 and the SW 1/4 of fractional Section 2, T13N-R4E, Frankenlust Township, Bay County, Michigan, being further described as beginning at the center of said Section: Thence S00°44'23"W, 35.00 feet, along the North-South 1/4 line; thence N89° 20'25"W, 450.00 feet; thence N69°42'32"W, 104.20 feet; thence N89°20'25"W, 257.56 feet, along the East-West 1/4; thence S52°01'55"W, 291.34 feet; thence S57°53'24"W, 27.35 feet, to the center line of the West branch of the Squaconnig Creek; thence along said center line, N15°48'39"E, 99.56 feet; thence N20°13'17"W, 57.77 feet; thence N41°01'23"W, 28.61 feet; thence N56°09'55"W, 11.81 feet; thence N33°45'23"W, 53.09 feet; thence N56°17'01"W, 53.23 feet; thence N72°28'53"W, 30.27 feet; thence N54°24'26"W, 23.17 feet; thence N27°47'38"W, 51.77 feet; thence N09°21'59"W, 46.77 feet; thence N00°31'34"W, 34.40 feet; thence N08°42'33"W, 41.82 feet; thence N49°31'46"W, 39.91 feet; thence S88°56'53"W, 27.18 feet; thence S74°04'13"W, 15.46 feet; thence N00°42'59"E, 274.26 feet, along the West 1/8 line; thence S89°57'48"E, 606.78 feet; thence N74°58'35"E, 547.61 feet; thence S85°35'20"E, 200.65 feet; thence S00°44'53"W, 679.45 feet, along the North-South 1/4 line, to the point of beginning. Containing 18.45 acres, more or less.

Subject to the Bylaws, Rules and Regulations of the Bay Valley Master Association and other easements, restrictions and reservations of record.

## ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B", but are or may be used in various other Condominium Documents. Wherever used in such documents or any other pertinent instruments, the terms set forth below will be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et al., as amended. If any provision of this Amended and Restated Master Deed or Exhibits "A" or "B" is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision.

B. "Additional Assessment" means the increase in Annual Assessment or such additional Assessments levied by the Board of Directors pursuant to Article II, Section 3(B) of the Amended and Restated Condominium Bylaws, not provided for in the determination of the Annual Assessment under Article II, Section 3(A) of the Amended and Restated Condominium Bylaws and which does not require approval of the Co-owners.

C. "Amended and Restated Condominium Bylaws" means the attached Exhibit "A", being also the Association Bylaws setting forth the substantive rights and obligations of the Co-owners.

D. "Amended and Restated Master Deed" means this document which, when recorded, will reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws are attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" are attached or incorporated by reference as exhibits.

E. "Annual Assessment" means the annual amount of Regular Monthly Assessments, including a reasonable amount for contingences and reserves, calculated by reference to the Annual Budget established pursuant to Article II, Section 3(A) of the Amended and Restated Condominium Bylaws.

F. "Articles of Incorporation" means the Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs on or about October 8, 2007, for Shadows on the Green Condominium Association, as amended and restated.

G. "Assessment" means the determination of the share of Common Expenses and other charges levied against the Unit Co-owner(s) which, from time to time, are payable by each Unit Co-owner as determined in accordance with the Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, the Association Bylaws, if any, and the Rules and Regulations, if any. Assessments include Annual Assessments, Additional Assessments, and Special Assessments, and the term "other charges" includes:

- i. The costs, expenses, and charges for repairs and replacements the Association makes that are the Unit Co-owner's obligation or responsibility to make;
- ii. Any special charges made by the Association to the Unit Co-owner for special services or facilities rendered to the Unit or Unit Co-owner such as are provided for in MCL 559.169(2);
- iii. Any charges for special or extraordinary uses or consumptions attributable to such Unit or Unit Co-owner;
- iv. Damages or fines resulting from the failure of the Unit Co-owner or any occupant of the unit to comply with any of the terms, conditions, obligations, or restrictions contained in the Amended and Restated Master Deed, the Amended and Restated

Condominium Bylaws, the Association Bylaws, if any, and the Rules and Regulations, if any;

- v. The costs (including court costs and reasonable attorneys' fees) of any action to obtain injunctive or other necessary relief against any non-compliance;
- vi. Any other charges or Assessments permitted by the Condominium Documents to be made against the Unit Co-owner or Non-Co-owner occupant;
- vii. Interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys' fees) and reasonable monthly administrative late charges); and
- viii. The proportionate share of expenses of the Developer and any other charges required to be paid under Article II, Section 6 of the Bylaws.

H. "Association" means Shadows on the Green Condominium Association, a Michigan nonprofit corporation, organized under Michigan law of which all Co-owners are members, which will administer, operate, manage and maintain the Condominium in accordance with all applicable law and the Condominium Documents. Any action required of or permitted to the Association will be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

I. "Association Bylaws" or "Corporate Bylaws" will refer to those portions of the Amended and Restated Condominium Bylaws of Shadows on the Green attached as Exhibit "A" to the Amended and Restated Master Deed pertaining to the operation of the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

J. "Board of Directors" or "Board" means the Board of Directors of the Association organized to manage, maintain and administer the Condominium.

K. "Building" means each of the structures containing Units that are located within the Condominium.

L. "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV and does not refer to Units.

M. "Common Expenses" means those expenses assessed against the Condominium Units in proportion to the percentage of value or other provisions as may be contained in the Amended and Restated Master Deed for apportionment of the expenses of administration, operation, management, and maintenance of the Condominium, including:

- i. All sums the Association lawfully assesses against all Units in the Condominium;

ii. Expenses associated with the maintenance, repair, renovation, restoration, or replacement of Common Elements, except to the extent such expenses may be allocable to a single Unit or to a group of Units which are less than all Units in the Condominium; and

iii. Expenses the Association determines from time to time to be Common Expenses.

N. "Completed Unit" means a Unit which has been constructed and for which a certificate of occupancy has been issued.

O. "Condominium", "Condominium Project" or "Project" means Shadows on the Green as a Condominium established in conformity with the provisions of the Condominium Act and includes 1) the land and all buildings, all improvements and structures and 2) all easements, rights and appurtenances belonging to the Condominium.

P. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws attached as Exhibit "A", the Condominium Subdivision Plan attached as Exhibit "B", the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

Q. "Condominium Premises" means and includes the land described in Article II above and the buildings, improvements and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium.

R. "Condominium Subdivision Plan" or "Plan" means the Condominium Subdivision Plan attached as Exhibit "B", and assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

S. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination(s) thereof who or which owns one or more Units in the Condominium. The term "Owner" or "owner" is synonymous with the term "Co-owner." Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents or in the Condominium Act.

T. "Developer," shall mean, upon its purchase of Units 1-21, 29-30, and 46-54, Michigan Land Developers, LLC, and its successors and assigns.

U. "General Common Elements" means the Common Elements other than the Limited Common Elements as described in Article IV.

V. "Improvements" mean any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, modifications, additions, improvements, or other items or changes



W. "Limited Common Elements" means a portion of the Common Elements reserved in this Amended and Restated Master Deed for the exclusive use of less than all of the Co-owners.

X. "Master Deed" means that document which was recorded in Liber 2494, Page 1, Bay County Records which included the original Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached thereto as Exhibit "B", as amended by the First Amendment and the Second Amendment.

Y. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Z. "Percentage of Value" means the percentage assigned to each Unit in Article VI. The Percentages of Value assigned to each Unit shall be equal. The Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value will be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

AA. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

BB. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds or similar documents.

CC. "Rules" or "Rules and Regulations" means those rules and regulations duly adopted by the Board of Directors in accordance with the Condominium Documents and Section 65 of the Condominium Act, MCL 559.165.

DD. "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Unit computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

EE. "Special Assessments" as used in the Condominium Documents means those Assessments which may be levied by the Board of Directors other than Annual Assessments and Additional Assessments if approved by the Co-owners in accordance with Article II, Section 3(C) of these Amended and Restated Condominium Bylaws. Developer shall not be responsible for payment of any Special Assessment for any incomplete Units.

FF. "Township" means the Township of Frankenlust, Michigan.

GG. "Unit" or "Condominium Unit" means a single Unit in Shadows on the Green, and has the same meaning as the term "Condominium Unit" as defined in the Condominium Act being MCL 559.104(3), as amended.

Other terms which may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings as provided in the Condominium Act.

Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference also includes to the plural where the same would be appropriate.

#### **ARTICLE IV COMMON ELEMENTS**

**Section 1. Common Elements.** The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

**A. General Common Elements.** The General Common Elements are:

(1) **Land.** The land described in Article II including sidewalks except to the extent otherwise designated herein;

(2) **Road.** All roads and parking areas within the Condominium, except to the extent otherwise designated herein;

(3) **Gas.** The gas distribution system throughout the Condominium, including that contained within Units and Unit walls, up to the point of connection with, but not including, fixtures for and contained within any Unit;

(4) **Electrical.** The electrical transmission mains and wiring throughout the Condominium, including that contained within Units and Unit walls, up to the point of connection with, but not including those electrical fixtures, plugs and switches within any Unit, together with common lighting for the Condominium;

(5) **Water.** The water distribution system throughout the Condominium, including water shutoff valves and any portion of the water distribution system that are contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within Unit, and the irrigation system throughout the Condominium, including all common irrigation system fixtures, pumps and connections and all common irrigation system controls for the Common Elements;

(6) **Telephone.** The telephone wiring throughout the Condominium;

(7) **Telecommunications and Cable Television.** The telecommunications system throughout the Condominium up to the point of entry to each Unit;

(8) **Sanitary Sewer and Plumbing.** The sanitary sewer system throughout the Condominium, including any portions of the system that are contained within Unit walls, up to the point of connection with, but not including, plumbing and plumbing fixtures contained within any Unit;

(9) **Storm Water Drainage Facilities.** The water drainage system throughout the Condominium, including below-ground and above-ground systems, including the sump pump discharge facilities located within and outside of the Buildings, except for the sump pumps and pits located within each Unit which shall be Limited Common Elements;

(10) **Landscaping.** All landscaping, berms, trees, plantings and signage for the Condominium, and other structures and improvements, if any, located on the General Common Element land;

(11) **Fencing.** Any wall, fencing or similar structures including privacy fences, located within the General or Limited Common Elements;

(12) **Easements.** All easements that are appurtenant to and that benefit the Condominium pursuant to recorded easement agreements, reciprocal or otherwise;

(13) **Foundations, Supporting Columns and Walls.** Foundations, supporting columns, Building perimeter walls and interior and exterior Building doors (excluding Unit windows, Unit sliding-glass doors, interior Unit doors, and Unit entry doors), outside connecting walls, roofs (including those over porches), ceilings, and floor construction between Units and Unit levels; and

(14) **Other.** All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment will be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above ("utility system") service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there will be an easement for the Common Element through each Unit to enable the utility system to appropriately serve each of the Units in the subject building.

**B. Limited Common Elements.** Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) **Driveways and Designated Parking Areas.** Driveways appurtenant to attached garages, and any designated parking areas within the Condominium;

(2) **Porches, Decks, Patios and Walkways.** Porches, decks, patios and walkways which are adjacent to or lead to a Unit are restricted for the sole use of the Co-owner of the applicable Unit as shown on the Condominium Subdivision Plan;

(3) **Windows, Sliding-Glass Doors and Unit Entry Doors.** Windows, sliding-glass doors and Unit entry doors are Limited Common Elements to the Units to which they are attached;

(4) **Garages and Fireplace Units.** Garages, garage doors, garage door openers, and fireplace units are restricted for the sole use of the Co-owner of the applicable Unit as shown on the Condominium Subdivision Plan;

(5) **Mailboxes.** Mailboxes and mailbox stands throughout the Condominium;

(6) **Air-Conditioner Compressors.** Each air-conditioner compressor and pad located appurtenant to a Unit is restricted for the use of the Co-owner of the Unit which is serviced by such compressor;

(7) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, ceilings, decks, garages, garage doors, garage floors, windows and doors and floors contained within a Unit will be subject to the exclusive use and enjoyment of the Co-owner of such Unit, including, without limitation, any fixtures such as lighting, plumbing, electrical, gas, telephone or otherwise located within a Unit;

(8) **Exterior Lights.** The exterior lighting fixtures in front of each Unit shall be Limited Common Elements appurtenant to each Unit;

(9) **Floors.** The garage floors, basement floors, and floor construction between Unit levels are appurtenant to each Unit and are restricted in use to the Co-owner of the Unit of which such floors are a part;

(10) **Sump Pumps.** The sump pumps and pits located in each Unit, including all related accessories, are appurtenant to the Units to which they are respectively located; and

(11) **Other.** Any other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, will be Limited Common Elements.

**Section 2. Responsibility for Unit and Common Elements.** Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

## A. Co-owner Responsibilities:

(1) **Unit and Limited Common Elements.** Except as provided in Section 2(B) below, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements and those General Common Elements described herein, will be borne by the Co-owner of the Unit. In addition to and in clarification of the Co-owners' responsibility under this Section 2(A)(1), each Co-owner will be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace, air conditioner and compressor and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, microwave, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, individual hot water heaters, and fireplaces;
- (b) Those electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with the electrical fixtures, plugs and switches within any Unit (i.e., to the extent such items are not General Common Elements; additionally, to the extent any such lines, wires, outlets, switches, boxes, circuit breakers and fixtures are within the exterior or interior walls of a Unit, they are Association responsibility to maintain, repair, and replace);
- (c) The gas lines, pipes, valves and fixtures from the point of connection with the fixtures for and contained within any Unit, (to the extent any such lines, pipes, valves, and fixtures are within the exterior or interior walls of a Unit, they are Association responsibility to maintain, repair, and replace);
- (d) The water lines and traps within a Unit from the point of connection with the fixtures for and contained within any Unit, (to the extent any such lines and traps are within the exterior or interior walls of a Unit, they are Association responsibility to maintain, repair, and replace);
- (e) All cabinets, counters, interior doors, closet doors, sinks, basement floors, garage floors, garage door hardware, and floor construction between Unit levels to which such floor is appurtenant, floor tile, wall tile and related hardware;

- (f) All improvements and/or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor covering and trim regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance repair or replacement responsibilities;
- (g) The costs of maintenance, repair, and replacement of sump pumps, including the sump pit and all piping, wiring or other material appurtenant thereto shall be borne by the individual Co-owners, (except to the extent such piping, wiring, or other material is within an interior or exterior walls it is the responsibility of the Association to maintain, repair, and replace). Damage to the Common Elements caused by malfunction of a sump pump shall be borne by the Co-owner of the Unit containing such sump pump. It is required that each Unit will have its own sump pump; and
- (h) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) **Utility Charges.** All individually metered utility services, including electricity, gas, cable and telephone, will be borne by the Co-owner of the Unit to which the services are furnished. The cost of electricity service to sump pumps located within a Unit will be borne by the Co-owner of such Unit. All commonly metered utilities will be borne by the Association as an expense of administration. In the event of waste, the Board of Directors has the authority to assess the excess consumption cost to the Co-owner of the Unit where the waste occurred. "Waste" will mean and include the failure (whether intentional or by virtue of negligence) to maintain appliances as determined by the Board of Directors in its reasonable discretion. Any costs or damages to the Association or to other Co-owners for such waste may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Condominium Bylaws.

(3) **Common Exterior Lighting.** The cost of electricity for common lighting will be borne by the Association as an expense of administration. Co-owners will not modify or change any exterior light fixtures nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner will be responsible for paying the electrical charges for porch lighting that is appurtenant to such Co-owner's Unit and for replacing light bulbs within such porch fixtures. No Co-owner will disconnect or render exterior lighting inoperative.

(4) **Co-owner Additions, Modifications.** Co-owner improvements, additions or modifications, even though approved by the Association, will not be considered Limited or General Common Elements in any case, and will be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification will be borne by the Co-owner. A Co-owner will refrain from repairing, altering, replacing, removing,

painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air conditioning units and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws. Any replacement window, door, or other element will be comparable to the original and must be approved by the Association prior to installation.

(5) **Co-owner Fault.** Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, will be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(6) **Repair to Association Specifications.** All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws will be performed subject to the Association's (or its Environmental Control Committee or Landscaping Committee, if appointed), mandatory prior written approval and control with respect to color, style, timing, material and appearance.

(7) **Failure of Co-owner to Perform Maintenance Responsibilities.** In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he or she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to maintain, decorate, repair or replace any such Limited Common Elements, at the expense of the Co-owner of the Unit, in accordance with Article VII, Section 3 of this Amended and Restated Master Deed.

**B. Association Responsibilities:**

Except as otherwise expressly provided in this Master Deed or the Condominium Bylaws, the Association will, to extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the following Common Elements for which it bears such responsibility, in a reasonable state of good working order, condition and repair, in a reasonably clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements:

(1) **Limited Common Elements.** Except in cases of Co-owner fault, the Association will be responsible for the maintenance, repair and replacement of:

- (a) **Driveways and Designated Parking Areas.** Driveways appurtenant to attached garages, and any designated parking areas within the Condominium.
- (b) **Porches and Walkways.** Limited common element walkways and porches;

- (c) **Windows and Doors.** All windows, door walls, Unit entry and access doors, including storm doors (if installed by the builder), screens, locks, hardware, thresholds, sills and weather stripping (except that the Co-owner shall have the responsibility to decorate and maintain such items);
- (d) **Attic and Wall Insulation.** All attic and wall insulation repair and replacement, and all interior drywall repair and replacement (even though some of these elements may be designated as a General Common Element), except that except that the Co-owner shall have the responsibility to decorate and maintain such items;
- (e) **Decks.** The decks, deck stairs, deck railing, and deck skirting, (except that Co-owners shall have the responsibility to decorate and maintain such items); and
- (f) **Garage Doors.** The garage doors (except that Co-owners shall have the responsibility to decorate and maintain such items and also the responsibility for the cost of repair and replacement of garage door openers).

(2) **General Common Elements.** The costs of maintenance, decoration, repair and replacement of all General Common Elements—except those assigned to the Co-owners under the various subsections of Section 2(A) above—will be borne by the Association, in accordance with the provisions of this Article and the Amended and Restated Condominium Bylaws.

(3) **Unauthorized Repair.** The Association will not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association will only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. **Special Obligations of Developer.** Developer shall pay the entire cost of installing underground electrical and plumbing infrastructure necessary to build the Units owned by Developer. Developer shall pay the entire cost of installing two (2) street lights on Faith Blvd. Developer will pay 100% of cost for the finish coat of asphalt on Faith Blvd. Developer and its respective successors and assigns shall bear all costs and responsibility for the construction, operation, maintenance and repairs of Incomplete Units, 1-21, 29-30, 46-51 and 52-54 they elect to build and any general common elements and limited common elements related to the construction of those units. Developer and its respective successors and assigns, at their sole expense, shall restore all disturbed areas in the Condominium to a like and similar condition, including adequate backfill, compaction, grading, seeding and paving of all disturbed parts of the Condominium or any other damage to the Condominium resulting from any of their construction activities in the Condominium. In addition, Developer and its respective successors and assigns, at their sole expense, shall remedy any disturbances to the Conservation Easement and Wetland



areas adjacent to the Condominium arising out of their construction activities and shall be responsible for, and shall indemnify the Association against, any fines, costs, or damages arising out of any such disturbances.

D. **Unusual Expenses.** Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, will be specifically assessed against the Unit or Units or Units involved in accordance with MCL 559.169 of the Condominium Act.

E. **Sump pumps, Irrigation Equipment, Water Shutoff Valves and Fire Alarm System.** A Co-owner whose Unit contains a sump pump, irrigation equipment, common water shutoff valves or fire alarm equipment will not restrict the Association, contractors, utility companies or respective governmental agencies from entering into the Unit to maintain, repair or replace such equipment if necessary by the Association. To ensure reasonable accessibility to such equipment, Co-owners will not convert the portion of the Unit containing such equipment to living area without the prior written approval of the Association. The Association will not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment or due to any and all failure of the equipment.

## ARTICLE V USE OF PREMISES

No Co-owner will use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of the Township of Frankenlust, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

## ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Unit Description.** The condominium consists of 54 units labeled 1 through 54 inclusive. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of Shadows on the Green as prepared by D&M Site, Inc., and attached as Exhibit B. A complete description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the project, as described in the Condominium Subdivision Plan, shall include all that space contained within the confines of a unit as described in "Exhibit B" and delineated with heavy outlines, but not any common elements contained therein. Detailed plans for the project will be placed on file with the County of Bay, Register of Deeds, for said County.

**Section 2. Calculation of Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there were not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

## **ARTICLE VII EASEMENTS, RESTRICTIONS AND AGREEMENTS**

### **Section 1. Easements for Encroachment, Utilities and Support.**

A. In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140 of the Condominium Act.

B. There will be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

C. Easements of support will exist with respect to any Unit wall that supports a Common Element.

**Section 2. Right to Grant Easements.** The Developer and the Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located on the Condominium premises to the public for such consideration as the Association will determine in its sole discretion.

**Section 3. Association's Easement for Maintenance, Repair and Replacement.** Developer, the Association and all public or private utilities will have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill and responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. If a Co-owner fails to maintain, decorate, repair, replace or otherwise keep their Unit, any improvements or appurtenances or any Common Elements for which the Co-owner is responsible, the Association may (but is not required) in its discretion take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common

Elements for which the Co-owner is responsible. The Association will not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action will not be deemed a waiver of the Association's right to take any such action at a future time. All expenses, costs and reasonable attorney fees incurred by the Association in performing any responsibilities as set forth in this Section will be assessed against such Co-owner in accordance with Article II of the Amended and Restated Condominium Bylaws and will be immediately due and payable. Further, the lien for nonpayment will attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

**Section 4. Telecommunications Agreements.** The Developer, and the Association, acting through its duly constituted Board of Directors, will have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively referred to as "Telecommunications") to the Condominium or any Unit therein. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, will be receipts of administration of the Condominium within the meaning of the Condominium Act and will be paid over to and will be the property of the Association.

**Section 5. Emergency and Public Service Vehicle Access Easement.** There will exist for the benefit of the Co-owners, the Township of Frankenlust and any emergency service agency or other governmental unit, an easement over all roads and driveways in the Condominium for use by the Township of Frankenlust and emergency or other governmental service vehicles. Said easement will be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service will have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements will not be construed as a dedication of any streets, roads or driveways to the public.

**Section 6. Conservation Easement.** The Condominium Property is subject to an Agreement for Conservation Easement under which the Michigan Department of Environmental Quality ("MDEQ") is the Grantee dated October 4, 2006, and recorded on January 17, 2007, in Liber 2502, Page 373, Bay County Records.\_

**Section 7. Further Rights Reserved to Developer.** Developer reserves for the right for itself, the Association, their respective successors and assigns and all Co-owners of the land

described in Article II, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article II of the Master Deed for the purpose of reasonable access over the Roads and from the Roads to the Units in furtherance of development of the Project or any legitimate purpose, and Developer may maintain a single office and Developer and its representatives, successors and assigns may maintain, a single model unit and other facilities on the Condominium and engage in any acts reasonably necessary to facilitate the construction and sale of Units. In connection therewith, Developer shall have full and free access to all common elements and unsold units. Developer reserves to itself and its successors and assigns the right to terminate any utility or other easement at such time as the easement becomes unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated. No utility easement may be terminated unless all Units served by it are adequately served by an appropriate substitute easement.

**Section 8. Other Easements.** The Condominium Property is also encumbered by other easements, including, but not necessarily limited to: (i) easements for sanitary sewers granted to the Township of Frankenlust and the State; (ii) an easement in favor of the Township of Frankenlust; and (iii) the rights of the public and of any governmental unit to any road, street or highway.

## ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner:

**Section 1. Co-owner Approval.** Except as otherwise provided and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, which will be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees as defined in MCL 559.190a(9) of the Condominium Act, such amendment will require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee will have one vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a of the Condominium Act.

**Section 3. Modification of Units, Common Elements and Percentage of Value.** Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or

appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with MCL 559.151 of the Condominium Act. Units may be consolidated as provided in MCL 559.148 of the Condominium Act.

**Section 4. Rights of Developer Regarding Amendment.** Developer may make an amendment without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to make minor modifications to the dimensions or architectural details of unsold condominium units and their appurtenant Limited Common Elements, amendments to correct survey errors, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or of the State of Michigan. So long as Developer, and not successors and assigns, owns any Unit, including any incomplete Unit, this Amended and Restated Master Deed, Articles and Exhibits shall not be amended or modified in any way without the written consent of the Developer.

**Section 5. Termination, Vacation, Revocation and Abandonment.** The Condominium may be terminated, vacated, revoked or abandoned with the written consent of eighty percent (80%) of the Co-owners and eighty percent (80%) of first mortgagees, and otherwise allowed by law.

#### **ARTICLE IX MCL 559.167 RIGHT OF WITHDRAWAL**

MCL 559.167, as amended by 2016 PA 233, applies to this Condominium as the commencement of construction of the Condominium did not commence more than ten (10) years before September 21, 2016, the effective date of MCL 559.167, as amended by 2016 PA 233. Upon the recording of this Amended and Restated Master Deed, the Association agrees that it will not hold a vote to declare that any Need Not be Built Units will revert to common elements, as permitted under MCL 559.167(4).

Upon the recording of this Amended and Restated Master Deed, the Developer agrees to waive its rights under MCL 559.167 and agrees that it will not withdraw or otherwise modify any Need Not be Built Units, limited common elements appurtenant to the Need Not be Built Units and general common elements surrounding the Need Not Be Built Units from the Condominium without the consent of the Association.

#### **ARTICLE X CONFLICTING PROVISIONS**

In the event that any provision of this Amended and Restated Master Deed conflicts with the Act, the Act shall control. In the event that any provision of this Amended and Restated Master Deed conflicts with any provision of the Amended and Restated Condominium Bylaws,

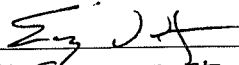
the Condominium Subdivision Plan, the Articles of Incorporation and any Rules and Regulations, the following order of priority controls:

1. Amended and Restated Master Deed
2. Condominium Subdivision Plan
3. Amended and Restated Articles of Incorporation
4. Amended and Restated Condominium Bylaws
5. Rules and Regulations

If any provision of this Amended and Restated Master Deed is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the Amended and Restated Master Deed will be severable and remain in effect.

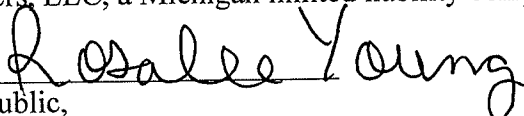
IN WITNESS WHEREOF, the Developer and the Association have caused this Amended and Restated Master Deed to be executed the day and year first above written.

**Michigan Land Developers, LLC**

By:   
 Name: EARNEST STOUTENBURG  
 Its: Member

STATE OF MICHIGAN       )  
   ) ss  
 COUNTY OF Bay       )

On this 2nd day of July, 2019 the foregoing Amended and Restated Master Deed was acknowledged before me by Earnest Stoutenburg Member of Michigan Land Developers, LLC, a Michigan limited liability company, on behalf of the company.

  
 Notary Public,

\_\_\_\_ County, Michigan  
 My Commission Expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

**ROSALEE YOUNG**  
 Notary Public, Bay County, MI  
 Acting In Bay County  
 My Commission Expires April 3, 2024

**Shadows on the Green Condominium Association**

By: Jean M. Kahl  
 Name: JEAN M. KAHL  
 Its: President

STATE OF MICHIGAN      )  
   ) ss  
 COUNTY OF Bay      )

On this 2nd day of July, 2019, the foregoing Amended and Restated Master Deed was acknowledged before me by Jean M. Kahl, President of Shadows on the Green Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Rosalee Young  
 Notary Public,

\_\_\_\_\_, County, Michigan  
 My Commission Expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

**ROSALEE YOUNG**  
 Notary Public, Bay County, MI  
 Acting In Bay County  
 My Commission Expires April 3, 2024

**Drafted by and when recorded, return to:**

Matthew W. Heron  
 HIRZEL LAW, PLC  
 37085 Grand River Avenue, Suite 200  
 Farmington, Michigan 48335  
 (248)478-1800

AMENDMENT NO. 3 TO BAY COUNTY  
SITE CONDOMINIUM SUBDIVISION PLAN NO. 64  
EXHIBIT "B" TO MASTER DEED OF  
SHADOWS ON THE GREEN

FRANKENLUST TOWNSHIP  
BAY COUNTY, MICHIGAN

SITE CONDOMINIUM DEVELOPER,  
MICHIGAN LAND DEVELOPERS, LLC

SURVEYOR,  
BRIAN D. FERGUSON, P.S.  
D AND M SITE, INC.  
401 BALSAM STREET  
CARROLLTON, MICHIGAN 48724

PROPERTY DESCRIPTION

PART OF THE NW 1/4 AND THE SW 1/4 OF FRACTIONAL SECTION 2, T33N-R4E, FRANKENLUST TOWNSHIP, BAY COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS BEGINNING AT THE CENTER OF SAID SECTION; THENCE S00°44'23"W, 35.00 FEET, ALONG THE NORTH - SOUTH 1/4 LINE; THENCE N89°20'25"W, 450.00 FEET; THENCE N69°42'32"W, 104.20 FEET; THENCE N89°20'25"W, 275.56 FEET, - SOUTH 1/4 LINE; THENCE S52°01'55"W, 291.34 FEET; THENCE S57°53'24"W, 27.35 FEET, TO THE CENTER LINE OF THE ALONG THE EAST - WEST 1/4; THENCE S52°01'55"W, 291.34 FEET; THENCE S57°53'24"W, 27.35 FEET, TO THE CENTER LINE OF THE WEST BRANCH OF THE SQUACONNING CREEK; THENCE ALONG SAID CENTER LINE, N15°47'39"E, 99.56 FEET; THENCE N33°45'23"W, 53.09 FEET; THENCE N56°57.77 FEET; THENCE N41°01'23"W, 28.61 FEET; THENCE N56°09'55"W, 11.81 FEET; THENCE N33°45'23"W, 53.09 FEET; THENCE N56°17'01"W, 53.23 FEET; THENCE N72°28'53"W, 30.27 FEET; THENCE N54°24'26"W, 23.17 FEET; THENCE N27°47'38"W, 51.77 FEET; THENCE N09°21'59"W, 46.77 FEET; THENCE N00°31'34"W, 34.40 FEET; THENCE N08°42'33"W, 41.82 FEET; THENCE N49°31'46"W, 39.91 FEET; THENCE S88°56'53"W, 27.18 FEET; THENCE S74°04'13"W, 15.46 FEET; THENCE N00°42'59"E, 274.26 FEET, ALONG THE WEST 1/8 LINE; THENCE S89°57'48"E, 606.78 FEET; THENCE N74°58'35"E, 547.61 FEET; THENCE S85°35'20"E, 200.65 FEET; THENCE S00°44'53"W, 879.45 FEET, ALONG THE NORTH - SOUTH 1/4 LINE, TO THE POINT OF BEGINNING. CONTAINING 18.45 ACRES, MORE OR LESS.

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2 AND IN THE MASTER DEED.

SHEET INDEX

- 1) TITLE/DESCRIPTION SHEET
- 2) SURVEY SHEET
- 3) SITE PLAN SHEET
- 4) UTILITY/EASEMENT SHEET
- 5) UNIT FLOOR PLAN
- 6) UNIT FOUNDATION PLAN
- 7) UNIT ELEVATION PLAN

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

201909360

Page 24 of 30

PROPOSED DATE

PREPARED UNDER THE  
SUPERVISION OF:

PROJECT LOG	
FILE: CY1	
PROJECT NO: 201909360	
DESIGNED BY: ZAA	
DRAWN BY: ZAA	
CHECKED BY: BOF	
SCALE:	
SHEET: 1 of 7	

TITLE/DESCRIPTION SHEET

SHADOWS ON THE GREEN  
AMENDMENT NO. 3

SECTION 2, T33N-R4E  
FRANKENLUST TOWNSHIP  
BAY COUNTY, MICHIGAN

EXHIBIT "B" DRAWING



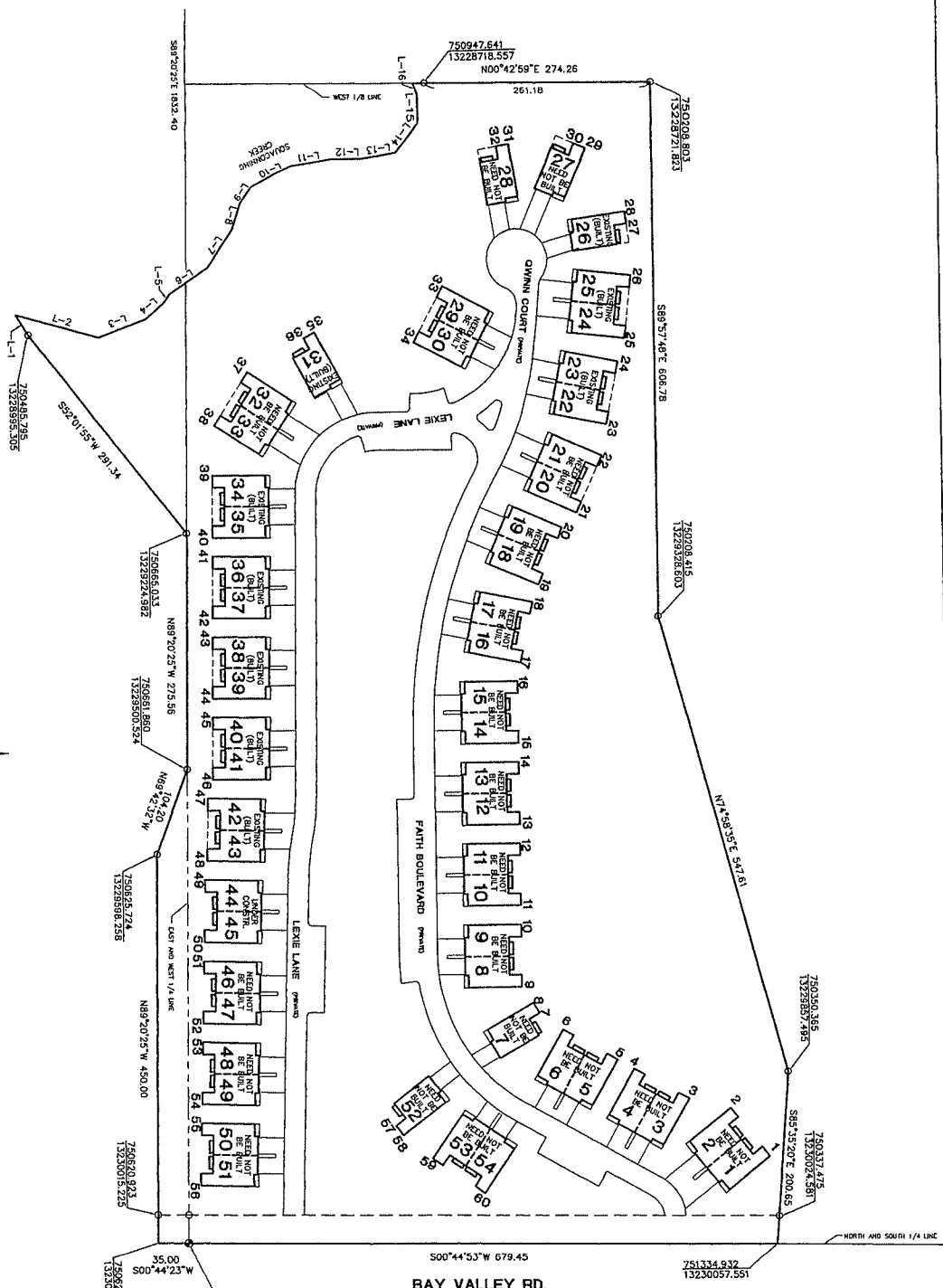
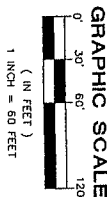
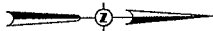
CY1

2019012

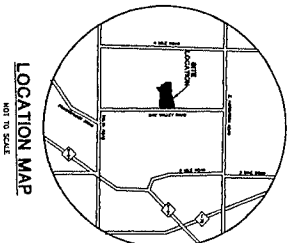
BRIAN D. FERGUSON, P.S. 26454  
MICHIGAN PROFESSIONAL SURVEYOR



LINE	LENGTH	BEARING	END NTY	END ETY
L-1	27.35	S57°53'24"W	750471.256	1322892.336
L-2	99.56	N15°47'39"E	750567.681	1322892.336
L-3	57.77	N65°13'17"W	750642.857	1322892.336
L-4	16.81	N65°09'53"W	750642.857	1322892.336
L-5	53.09	N43°45'23"W	750642.857	1322892.336
L-6	53.23	N57°10'01"W	750732.233	1322892.336
L-7	50.27	N57°10'01"W	750732.233	1322892.336
L-8	51.77	N57°10'01"W	750732.233	1322892.336
L-9	51.77	N57°10'01"W	750732.233	1322892.336
L-10	51.77	N57°10'01"W	750732.233	1322892.336
L-11	51.77	N57°10'01"W	750732.233	1322892.336
L-12	51.77	N57°10'01"W	750732.233	1322892.336
L-13	51.77	N57°10'01"W	750732.233	1322892.336
L-14	51.77	N57°10'01"W	750732.233	1322892.336
L-15	51.77	N57°10'01"W	750732.233	1322892.336
L-16	51.77	N57°10'01"W	750732.233	1322892.336



UNIT	COORDINATES
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60	750642.857



SHADOWS ON THE GREEN  
AMENDMENT NO. 3

SECTION 2, TOWNSHIP  
FRANKLIN TOWNSHIP  
BAY COUNTY, MICHIGAN

EXHIBIT "B" DRAWING

DATE

2019.012

D&M SITE INC.  
Surveying, Inspection, Testing, Engineering  
401 BALSAM STREET PO BOX 155, CARROLLTON, MICHIGAN 48724  
PHONE: (517) 735-0000 FAX: (517) 735-0000

SHADOWS ON THE GREEN  
AMENDMENT NO. 3

SECTION 2, TOWNSHIP  
FRANKLIN TOWNSHIP  
BAY COUNTY, MICHIGAN

EXHIBIT "B" DRAWING

SURVEY SHEET

FILE: CYS  
PROJECT MOR: JEM  
DESIGNED BY:  
DRAWN BY: ZAA  
CHECKED BY: BOF  
SCALE:  
SHEET: 2 of 7

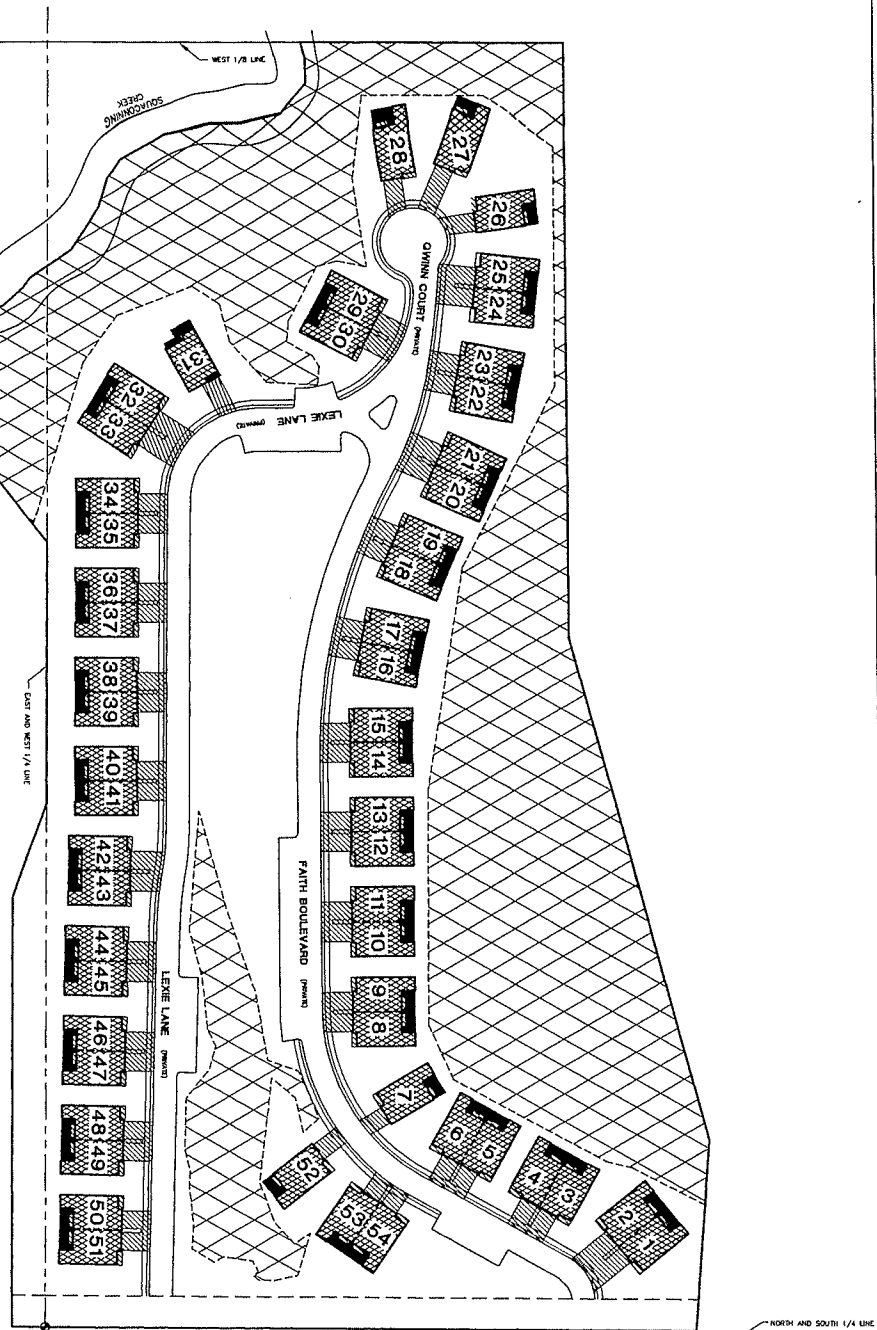
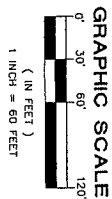
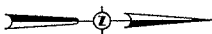
PROJECT LOG

DATE	DESCRIPTION
10-28-01	Survey completed

PREPARED UNDER THE SUPERVISION OF

LEGEND	
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	PROPOSED LIMITED COMMON ELEMENT
	LIMITED GENERAL COMMON ELEMENT
	UNIT ENVELOPE
	UNIT NUMBER

NOTE: ROAD(S) ARE PRIVATE  
NOTE: SIDEWALKS ARE GENERAL  
COMMON ELEMENTS



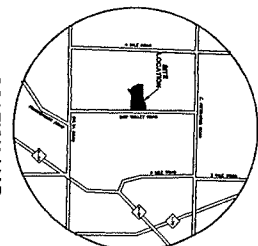
BAY VALLEY RD.

CENTER OF SECTION  
SECTION 2, T13N-R4E

201909360

Page 26 of 30

LOCATION MAP  
NOT TO SCALE



PROPOSED DATE \_\_\_\_\_

BRIAN D. FERGUSON, P.E., 26454  
MICHIGAN PROFESSIONAL SURVEYOR

CY3  
2019.012

**D&M SITE INC.**  
Surveying • Inspection • Testing • Engineering  
401 BALSAM STREET PO BOX 150, CARROLLTON, MICHIGAN 48724  
PHONE (989) 752-8900 • FAX (989) 752-8900

**SHADOWS ON THE GREEN  
AMENDMENT NO. 3**

SECTION 2, T13N-R4E  
FRANKENMUTH TOWNSHIP  
BAY COUNTY, MICHIGAN

EXHIBIT "B" DRAWING

SITE PLAN SHEET

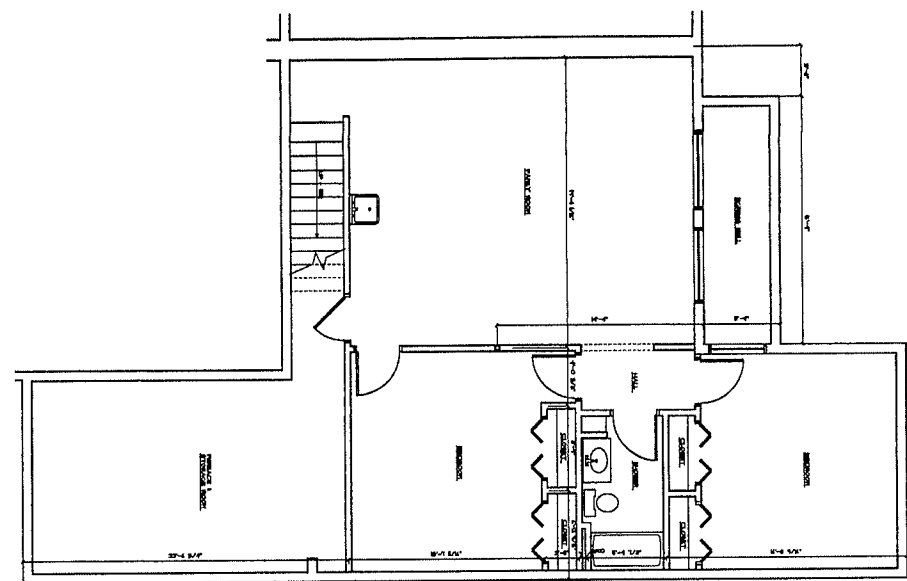
FILE:	CY3	PROJECT LOG	
PROJECT MGR:	JDM	START DRAWDING	09-13-19
DESIGNED BY:		REVISED FOR CLIENT	09-24-19
DRAWN BY:	ZXA		
CHECKED BY:			
SCALE:			
SHEET:	3 of 7		

PREPARED UNDER THE  
SUPERVISION OF:

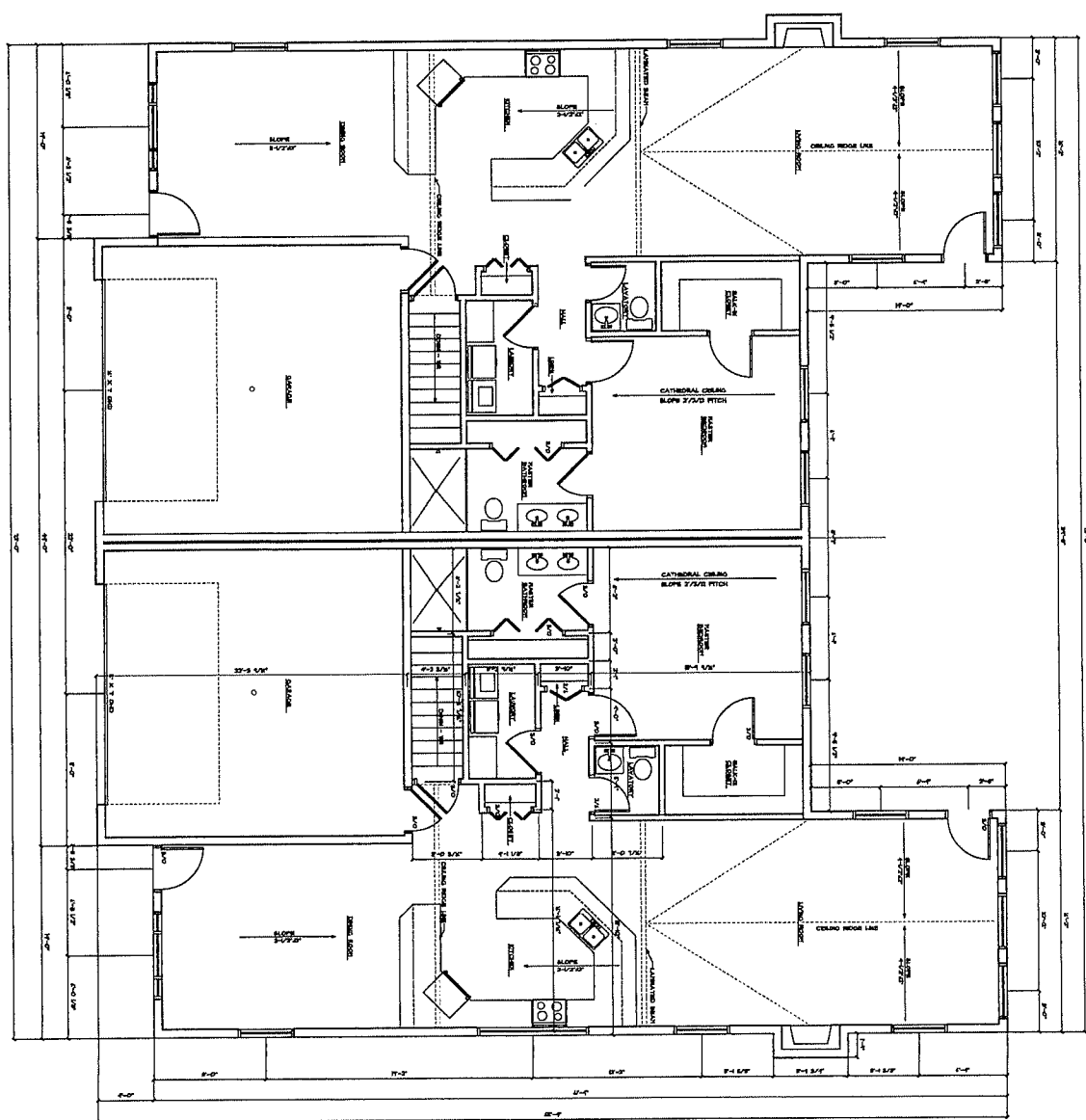
**MDEQ EASEMENT PREMISES**

С/у

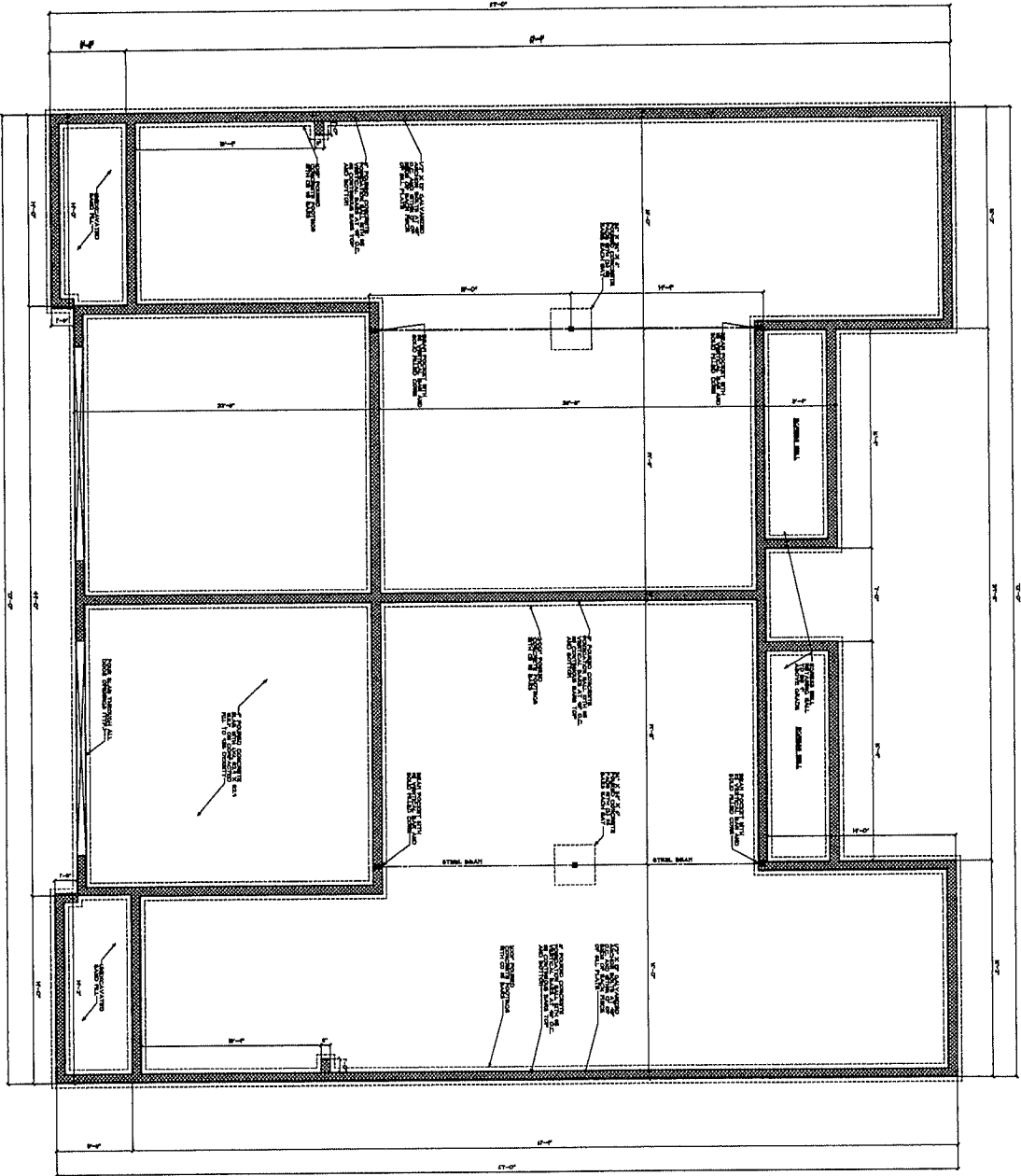
# FLOOR PLAN



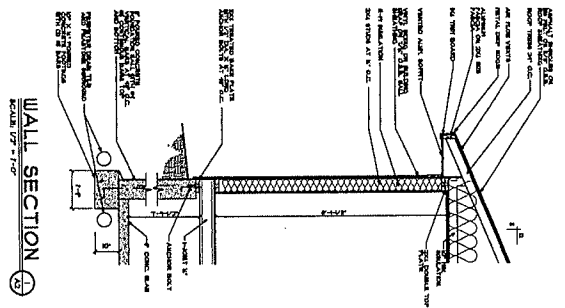
# FLOOR PLAN



A1	PROJECT NO. 18-302	PROJECT MDL COMPANIES PRELIMINARY FLOOR PLAN	 <b>ASEIDELL ARCHITECTS</b> COMMERCIAL RESIDENTIAL INDUSTRIAL 114 N. COURT AVE., STE. 201 RICHMOND, VIRGINIA 23261 PHONE (804) 771-5273 FAX (804) 771-5822	DESIGNED BY	D.P.G.	DATE	8/9/2018	DATE
				CHECKED BY	T.L.S.	OWNER REVIEW		
				APPROVED BY	T.L.S.			
				DATE	8/1/2018			



FOUNDATION PLAN



WALL SECTION

DATE	REVISION	DATE	REVISION	DATE	REVISION
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW
5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW	5/3/2018	OWNER REVIEW

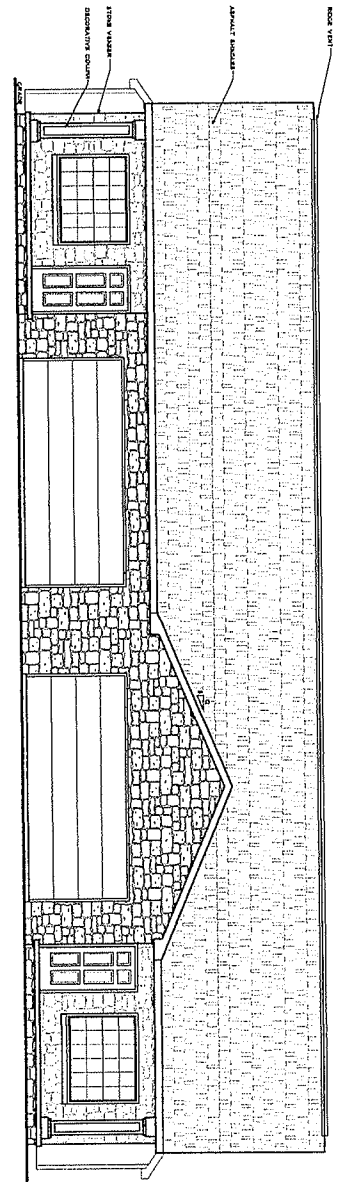
**ASEIDELL ARCHITECTS**  
COMMERCIAL RESIDENTIAL INDUSTRIAL  
111 N. COURT AVE., STE. 201  
PORT ST. LOUIS, MO 64074  
PHONE (816) 731-0372  
FAX (816) 731-9835

**MDL COMPANIES**  
**PRELIMINARY FLOOR PLAN**  
PROJECT NO. 18-302  
DATE 10-3-2018

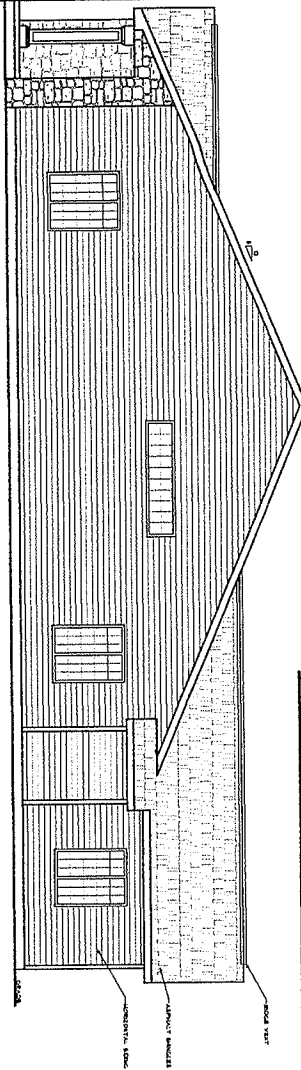
A2

DATE: 10-28-04

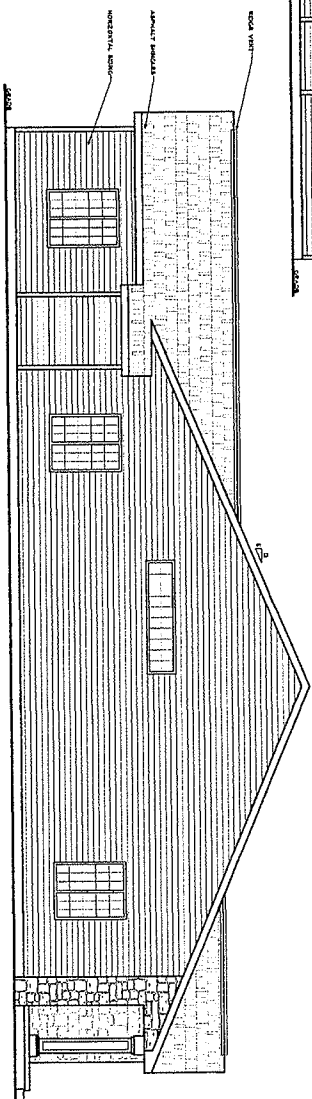
NOT FOR CONSTRUCTION. ALL RIGHTS RESERVED. D AND M SITE



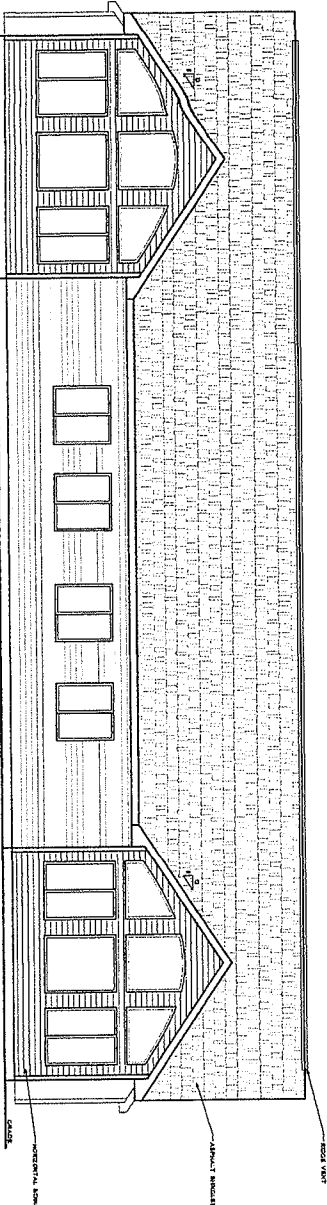
NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



WEST ELEVATION  
SCALE: 1/4" = 1'-0"



EAST ELEVATION  
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

8'x15' Privacy Wall  
between units  
STEPS and decks not  
shown.

FILE: CYS-8-7	PROJECT LOG	PREPARED UNDER THE SUPERVISION OF:
PROJECT MGR: JEM	DATE DRAWN: 10/28/04	
DESIGNED BY:		
DRAWN BY: ZAA		
CHECKED BY:		
SCALE:		
SHEET: 7 of 7		

UNIT ELEVATION PLAN

SHADOWS ON THE GREEN  
AMENDMENT NO. 3

SECTION 2, TOWN-SHARE  
FRANKENLIST TOWNSHIP  
BAY COUNTY, MICHIGAN

EXHIBIT "B" DRAWING

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CY7

2019.012