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RECORDED
VICTORIA L ROUPE
REGISTER OF DEEDS, BAY COUNTY MICHIGAN
RECEIPT # 2447, STATION 1
\$224.00 MASTER DEED

TAX CERTIFICATE #

DATE: 6-17-05

RICHARD F. BRZEZINSKI
BAY COUNTY TREASURER



R2337 539 1

LIBER 2337

PAGE 539

MASTER DEED

OF

Iron Bridge at Wheeler Landing

(Pursuant to Act 59, Public Acts of 1978 as amended)

Bay County Condominium Subdivision Plan No. 59 containing:

1. Master deed establishing **Iron Bridge at Wheeler Landing** Condominium
2. Exhibit A to Master Deed: Condominium Bylaws
3. Exhibit B to Master Deed: Condominium Subdivision Plan
4. Exhibit C to Master Deed: Sewer Agreement
5. Exhibit D to Master Deed: Water Agreement
6. Exhibit E to Master Deed: Perpetual Funding Escrow Agreement

This document is exempt from transfer tax under MCL 207.505(a).

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10.2 Post-Conveyance Amendments

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Exhibit C-Sewer Agreement for Iron Bridge at Wheeler Landing

Exhibit D-Water Agreement for Iron Bridge at Wheeler Landing

Exhibit E – Perpetual Funding Escrow Agreement for Iron Bridge at Wheeler Landing

MASTER DEED

OF

Iron Bridge at Wheeler Landing CONDOMINIUM

(Pursuant to Act 59, Public Acts of 1978 as amended)

This master deed is signed and delivered on June 17, 2005, by **Iron Bridge at Wheeler Landing, LLC** a Michigan Limited Liability Company, (the “developer”) upon the terms and conditions set forth below.

Section 1

ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The developer is engaged in the development of a project to be known as **Iron Bridge at Wheeler Landing Condominium** (the “project”), in Bay City, Bay County, Michigan, on a parcel of land as described in section 2.

1.2 Establishment of Condominium. The developer desires, by recording this master deed together with the condominium bylaws attached as Exhibit A and the condominium subdivision plan attached as Exhibit B to establish the real property described in section 2 (the “property”), together with the improvements located and to be located on such property, as a condominium project (the “condominium”) under the provisions of the Michigan Condominium Act, as amended (the “act”). The developer does hereby declare that upon the recording of this master deed, the condominium shall be a project under the act and the project shall be held,



conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used, subject to the provisions of the act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations contained in this master deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The project is a residential condominium. The condominium units that may be developed in the project, including the number, boundaries, dimensions, and area of each unit ("unit"), are shown on the condominium subdivision plan. Each building contains individual units and each of the units is capable of individual use by reason of having its own entrance from and exit to a common element of the project.

1.4 Co-Owner Rights. Each owner of a unit ("co-owner") in the project shall have an exclusive property right to the co-owner's unit and shall have an undivided right to share with other co-owners in the ownership and use of the common elements of the project to the extent and as described in this master deed. No Co-owner shall use his/her condominium unit or the common elements in any manner inconsistent with the purposes of the condominium or in any way which will interfere or diminish the rights of other co-owners.

1.5 Title of Condominium. The Condominium shall be known as Iron Bridge at Wheeler Landing, Bay County Subdivision Plan No. 59. The plans for the Condominium were approved by Bay City, Bay County, Michigan.

Section 2

LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to condominium ownership in accordance with the provisions of the act is described as follows:

A parcel of land beginning at the Northwest corner of Lot "E", F.W. Wheeler & Company's Second Addition to West Bay City, Now City of Bay City, as per plat thereof recorded in Liber 3 of Plats of Page 16 of Bay County Records; thence South 41 degrees 32 minutes 30 seconds East 757.96 feet along the Southwesterly line of said Lot "E", thence South 47 degrees 51 minutes 30 seconds West 584.94 feet along the shore line of the Saginaw River to a point 294.0 feet Northerly at right angles to the Northerly right of way line of Maple Street in Mrs. E. P. Birneys Addition to Wenona now City of Bay City as per plat thereof recorded in Liber 2 of Plats at Page 12 of Bay County Records; If extended Southeasterly thence North 56 degrees 15 minutes West 357.87 feet perpendicular to the Northerly line of said Maple Street extended to the Easterly right of way line of a former P.C.R.R. spur track; thence Northeasterly 630.70 feet along the arc of curve to the left having a chord bearing and distance of North 9 degrees 39 minutes 25 seconds East 619.74 feet; thence North 39 degrees 52 minutes 30 seconds East; 197.3 feet along the Southerly line of Marquette Street to the point of beginning. Including all land between the Northeasterly and Southwesterly lines of the above described parcel extended Southeasterly to the waters edge of the Saginaw River; being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 and a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, all in Town



14 North, Range 6 East.

EXCEPT

Commencing at the Northwest corner of Lot E; thence South 41 degrees 22 minutes 30 seconds East, 757.96 feet along the Southwesterly line of Lot E; thence South 47 degrees 51 minutes 30 seconds West, 119.75 feet; thence North 43 degrees 21 minutes 25 seconds West 65.47 feet; thence North 37 degrees 24 minutes 00 seconds West 684.69 feet; thence North 39 degrees 26 minutes 00 seconds East 75.56 feet to the point of beginning.

Together with and subject to easements and restrictions of record, governmental limitations and such other and further easements and restrictions as declared and reserved in this Master Deed.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the project and the units located in the project, and the project and the units located in the project are benefited by the ingress, egress, utility, and other easements described and/or shown on Exhibit B.

Section 3 DEFINITIONS

3.1 Definitions. Certain terms used in this master deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the project such as, by way of example and not of limitation, the articles of incorporation, association bylaws, and rules and regulations of the **Iron Bridge at Wheeler Landing** Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the project. As used in documents regarding the project, unless the context otherwise requires:

a. *Act or condominium act* means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

b. *Association or association of co-owners* means **Iron Bridge at Wheeler Landing** Condominium Association, the Michigan nonprofit corporation of which all co-owners shall be members that shall administer, operate, manage, and maintain the project.

c. *Association bylaws* means the corporate bylaws of the association organized to manage, maintain, and administer the project. The Condominium By-laws attached hereto as Exhibit A shall serve as the Association By-laws.

d. *Common elements* means the portions of the project other than the condominium units, including all general and limited common elements described in section 4 of this master deed.

e. *Condominium bylaws* means Exhibit A to this master deed, which are the bylaws that describe the substantive rights and obligations of the co-owners.

f. *Condominium documents* means this master deed with its exhibits, the articles and bylaws of the association, the rules and regulations adopted by the board of directors of the association, and any other document that affects the rights and obligations of a co-



owner in the condominium.

g. *Condominium property* means the land described in section 2, as the same may be amended, together with all structures, improvements, easements, rights, and appurtenances located on or belonging to such property.

h. *Condominium subdivision plan* or *subdivision plan* means Exhibit B to this master deed, which is the site, survey, floor, and other drawings depicting both existing and proposed structures and improvements to be included in the project.

i. *Condominium unit* or *unit* means that portion of the project that is designed and intended for separate ownership and use, as described in this master deed.

j. *Co-owner* means the person, firm, corporation, partnership, association, trust, or other legal entity or any combination of such entities who or which own a condominium unit in the project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term *owner*, wherever used, is synonymous with the term *co-owner*.

k. *Developer* means **Iron Bridge at Wheeler Landing**, a Michigan Limited Liability Company, which has signed, delivered, and recorded this master deed, and the successors and assigns of developer.

l. *Development and sales period*, for purposes of the condominium documents and the rights reserved by the developer and its successors, shall be deemed to continue for as long as the developer or its successors continue to own and offer for sale any unit in the project that has not been previously conveyed or leased.

m. *General common elements* means those common elements described in section 4.1 that are for the use and enjoyment of all co-owners in the project.

n. *Limited common elements* means those common elements described in section 4.2 that are reserved for the exclusive use of the co-owners of a specified unit or units.

o. *Master deed* means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the project is being submitted to condominium ownership.

p. *Percentage of value* means the percentage assigned to each unit by this master deed, which is determinative of the value of a co-owner's vote at meetings of the association and the proportionate share of each co-owner in the common elements of the project.

q. *Project* or *condominium* means **Iron Bridge at Wheeler Landing** Condominium, a residential condominium development established under the provisions of the act.

r. *Transitional control date* means the date on which a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the developer exceed the votes that may be cast by the developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.



Section 4 COMMON ELEMENTS

4.1 General Common Elements. The general common elements are:

a. *Real estate.* The land described in section 2 of this master deed that is not otherwise designated as a limited common element, including easement interests of the condominium provided to it for ingress, egress, and/or utility installation, maintenance and repair over, across, and through non-condominium properties and/or individual units in the project;

b. *Roads.* The roads throughout the Condominium, as designated on the Plan, so long as neither the Developer nor the Association has dedicated the roads to the public use through the acceptance of such a dedication to the Board of Road Commissioners for Bay County or such other governmental agency as may be appropriate;

c. *Electrical.* The street lighting system and the electrical transmission system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;

d. *Gas.* The natural gas line network and distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;

e. *Heating and air-conditioning.* The heating and/or air-conditioning conduits and ducts throughout the common areas of the project, including those conduits and ducts contained within common walls, floors, and ceilings;

f. *Water.* The underground sprinkling system (if any) for the common elements, and the water distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings. The community water system serving the Condominium shall be a General Common Element of the condominium. Notwithstanding its status as a general common element the community water system shall be under the exclusive control of the developer until such time as the Developer, in the Developer's sole and absolute discretion transfers control of the water system to the Association. Such transfer of control may take place before or after the Transitional Control Date described in the Bylaws attached as Exhibit A hereto at the Developer's sole and absolute discretion.

g. *Sanitary sewer.* The private wastewater treatment system (WWTS) to be constructed on the Condominium including, without limitation, the mains thereof throughout the Condominium up to the boundary of each unit as well as the mains located within the sewer easements, shall be a General Common Element of the Condominium. Notwithstanding its status as General Common Element, the WWTS shall be under the exclusive control of the Developer until such time as the Developer, in the Developer's sole and absolute discretion, transfers control of the WWTS to the Association by recording an amendment to the Master Deed at which time the Association shall be deemed to have accepted and assumed the responsibility for the operation and maintenance of the WWTS in compliance with this Master Deed and all applicable law, including without limitation the rules of the Michigan Department of Environmental Quality. Such transfer of control may take place before or after the Transitional Control Date described in the Bylaws attached as Exhibit A hereto at the Developer's sole and absolute discretion.



h. *Storm drainage.* The storm drainage and/or water retention system throughout the common areas of the project;

i. *Telephone.* The telephone wiring system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;

j. *Telecommunications.* The cable television and/or other telecommunications systems installed throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;

k. *Building elements.* The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors, and entrances and exits of the project;

l. *Attic spaces.* The attic spaces and any other building areas not otherwise designated as a limited common element on Exhibit B;

m. *Project entrance improvements.* Any entry signage and other improvements located at or near the entrance to the project;

n. *Recreational facilities.* Any community building, guest house, swimming pool, tennis court(s), or other recreational facilities planned for construction on the property;

o. *Miscellaneous common elements.* All other common elements of the project not designated as limited common elements and not enclosed within the boundaries of a condominium unit, that are intended for common use or are necessary to the existence, upkeep, or safety of the project; and

p. *Ownership of utility and telecommunications systems.* Some or all of the utility lines, equipment, and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment, and systems shall be general common elements only to the extent of the co-owners' interest in them, and the developer makes no warranty whatsoever with respect to the nature or extent of such interest. Easements for all of the above mentioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" attached hereto.

4.2 Limited Common Elements. The limited common elements are:

a. *Utility service lines.* The pipes, ducts, wiring, and conduits supplying service for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a condominium unit and supplying service to that unit alone;

b. *Balconies and porches.* The balcony and/or porch attached to each unit in the project and the exterior hardware of each unit;

c. *Delivery boxes.* The mail and/or newspaper box located on a unit or permitted by the association on the general common elements to serve the unit;

d. *Heating and cooling appliances.* The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner, and/or compressor located within or adjacent to a unit and serving that unit exclusively;

e. *Windows, sliders, doors, and screens.* The automatic garage door opening



mechanism and the windows, sliders, doors, and/or screens located within or adjacent to any unit perimeter wall;

f. *Garage interiors.* Garage interior spaces and the interior surfaces of garage walls, ceilings, and floors;

g. *Interior unit surfaces.* The interior surfaces of perimeter walls, doors, ceilings, and floors located within a condominium unit;

h. *Driveways and walkways.* The portion of any driveway and walkway exclusively serving the residence, constructed within a unit, located between the unit and the paved roadway;

i. *Miscellaneous.* Any other improvement designated as a limited common element appurtenant to a particular unit or units in the subdivision plan or in any future amendment to the master deed made by the developer or the association; and

j. *Subsequent assignment.* In the event that no specific assignment of one or more of the limited common elements described in this section has been made in the subdivision plan, the developer (during the development and sales period) and the association (after the development and sales period has expired) reserve the right to designate each such space or improvement as a limited common element appurtenant to a particular unit by subsequent amendment or amendments to this master deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the common elements will be as follows:

a. The Association's obligation to insure, maintain, repair and replace all General Common Elements includes, but is not limited to, the responsibility to maintain, repair, replace, and possibly enhance the storm sewers and other storm drainage facilities in the Condominium including all facilities up to the point of connection to a public system. The cost of maintenance, repair, replacement and enhancement of the storm water drainage system as described herein shall be borne by the sum of all co-owners.

b. The Developer will be responsible for the initial construction and installation of the common sanitary sewer/wastewater treatment system ("Wastewater System") within the sewer easement granted for such purposes. The association shall thereafter be responsible for the maintenance, repair and ultimate replacement of the wastewater system, including that portion contained within an easement connecting through the Wheeler Landing Marina, all of which shall be performed in strict conformance with all applicable statutes, ordinances, rules and regulations of the State of Michigan, Bay County, and other governmental units and agencies thereof having jurisdiction. All costs of such maintenance repair and/or replacement shall be a cost of administration of the association, and shall be assessed to the Co-Owners. The Association shall be responsible for compliance with the Sanitary Sewer Agreement and Water Service Agreement (Exhibits C and D attached hereto and incorporated herein by reference) executed between the Developer and the City of Bay City on September 27, 2004 as well as all requirements of the Michigan Department of Environmental Quality. A reserve fund shall be maintained for such purpose in accordance with regulations developed by the Michigan Department of Consumer and Industry Services pursuant to Section 142 of 59PA1978.

c. *Co-Owner Responsibilities for the Perpetual Funding Mechanism for the Operation, Maintenance and Replacement of the Sewerage System:*



(i) Each Co-Owner will be responsible for payment of appropriate charges/fees made for the use of the wastewater treatment services and payment of appropriate charges/assessed fees made into the perpetual escrow fund.

(ii) A perpetual escrow fund shall be established and maintained solely for the use of operation, maintenance and possible replacement of those elements of the sewerage system other than those elements defined herein as limited common elements. This fund is established solely for the use by the association of Iron Bridge at Wheeler Landing in the event that the association is otherwise unable to sufficiently operate and maintain the sewerage system. The escrow funds shall be separate from any other fund established and held for Iron Bridge at Wheeler Landing.

(iii) The perpetual escrow fund shall be initially established for a two year amount of operation, maintenance and possible replacement of the sewerage system as certified by a Michigan Licensed engineer and reviewed by the MDEQ for administrative completeness in the permit application process for a sewerage system construction permit under the authority of Part 41 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Additionally, no later than two years after the first day of operation of the sewerage system, this perpetual escrow fund shall be increased to the amount as was certified by the Michigan licensed engineer and reviewed for administrative completeness by the MDEQ for the 5 year amount of operation, maintenance and possible replacement of the sewerage system. This amount may be increased in the future as determined to be necessary by a Michigan licensed engineer; but shall never be decreased. If this fund is accessed for the sole purpose of operating, maintaining or completing necessary replacements of the sewerage system, notice shall be sent to the association and the MDEQ within 10 days of the initial withdrawal. The notice to the association members shall include a description of the additional prorated fee for reimbursement of the escrow. Each Co-Owner consents and agrees to pay a prorated amount of money into the escrow account as is necessary to fully replenish it to the required amount as identified herein, in the event the escrow funds or portion thereof are utilized for the operation, maintenance, repair, replacement or for other sewage treatment purposes of the entire sewerage system. The certified 5 year amount shall be achieved not later than five years from the date of the initial withdrawal.

d. *Co-Owner Responsibilities for Unit Systems.* The Sanitary sewage system for Iron Bridge at Wheeler Landing is a gravity system which integrates with the municipal system of the City of Bay City (See Exhibit C). To the extent that any current components or future components include facilities dedicated to service individual units, then the construction and maintenance of such individual components will be the sole responsibility of the Co-Owner(s) of the Unit which is served and shall be performed strictly in accordance of the Association rules/requirements and all applicable state, county and local public health and other statutes, regulations, rules and ordinances and the condominium documents. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, repair and replacement of any sanitary sewage facility appurtenant to each Unit will be jointly and severally borne by the sum of all Co-Owners, which are served thereby._

e. *Limited common elements.* Each co-owner shall be individually responsible for insuring and for the routine cleaning, maintenance, repair, and replacement of all limited

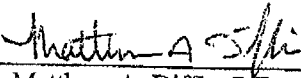


Financial Workbook For Private Wastewater Systems Operation and Maintenance

IRON BRIDGE AT WHEELER LANDING CONDOMINIUMS
TOTAL ESCROW AMOUNTS NEEDED

I, Matthew A. Diffin, P.E., a licensed professional engineer in the State of Michigan, have personally examined the design specifications and operational plans for the sewerage system project proposal for Iron Bridge at Wheeler Landing Condominiums located at in the City of Bay City, County of Bay. I hereby certify that the amount of the escrow sufficient to operate, maintain and/or replace the wastewater system on an annual basis is \$2,600.00. This amount was determined on the February 10, 2005 using the attached documents that summarize each cost of operation, maintenance and/or replacement. Additionally, I hereby certify that Iron Bridge at Wheeler Landing Condominiums will need \$12,200.00 to operate, maintain and/or replace the system for a period of five years considering reasonable inflationary costs as provided in the attached evaluation document.

Signature: _____


Matthew A. Diffin, P.E.Date: February 10, 2005Credentials: Licensed Professional Engineer, Michigan License # 6201049087***Bartow and King Engineers***1616 Tech Drive
Bay City, MI 48706
Ph: (989) 684-8850
Fax: (989) 684-8404



(i) Each Co-Owner will be responsible for payment of appropriate charges/fees made for the use of the wastewater treatment services and payment of appropriate charges/assessed fees made into the perpetual escrow fund.

(ii) A perpetual escrow fund shall be established and maintained solely for the use of operation, maintenance and possible replacement of those elements of the sewerage system other than those elements defined herein as limited common elements. This fund is established solely for the use by the association of Iron Bridge at Wheeler Landing in the event that the association is otherwise unable to sufficiently operate and maintain the sewerage system. The escrow funds shall be separate from any other fund established and held for Iron Bridge at Wheeler Landing.

(iii) The perpetual escrow fund shall be initially established for a two year amount of operation, maintenance and possible replacement of the sewerage system as certified by a Michigan Licensed engineer and reviewed by the MDEQ for administrative completeness in the permit application process for a sewerage system construction permit under the authority of Part 41 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Additionally, no later than two years after the first day of operation of the sewerage system, this perpetual escrow fund shall be increased to the amount as was certified by the Michigan licensed engineer and reviewed for administrative completeness by the MDEQ for the 5 year amount of operation, maintenance and possible replacement of the sewerage system. This amount may be increased in the future as determined to be necessary by a Michigan licensed engineer; but shall never be decreased. If this fund is accessed for the sole purpose of operating, maintaining or completing necessary replacements of the sewerage system, notice shall be sent to the association and the MDEQ within 10 days of the initial withdrawal. The notice to the association members shall include a description of the additional prorated fee for reimbursement of the escrow. Each Co-Owner consents and agrees to pay a prorated amount of money into the escrow account as is necessary to fully replenish it to the required amount as identified herein, in the event the escrow funds or portion thereof are utilized for the operation, maintenance, repair, replacement or for other sewage treatment purposes of the entire sewerage system. The certified 5 year amount shall be achieved not later than five years from the date of the initial withdrawal.

d. *Co-Owner Responsibilities for Unit Systems.* The Sanitary sewage system for Iron Bridge at Wheeler Landing is a gravity system which integrates with the municipal system of the City of Bay City (See Exhibit C). To the extent that any current components or future components include facilities dedicated to service individual units, then the construction and maintenance of such individual components will be the sole responsibility of the Co-Owner(s) of the Unit which is served and shall be performed strictly in accordance of the Association rules/requirements and all applicable state, county and local public health and other statutes, regulations, rules and ordinances and the condominium documents. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, repair and replacement of any sanitary sewage facility appurtenant to each Unit will be jointly and severally borne by the sum of all Co-Owners, which are served thereby.

e. *Limited common elements.* Each co-owner shall be individually responsible for insuring and for the routine cleaning, maintenance, repair, and replacement of all limited



common elements appurtenant to the co-owner's unit.

f. *Unit improvements and other co-owner responsibilities.* Unit co-owners shall also be responsible for snow removal of that portion of the common sidewalk (if any) adjacent to the unit. If any unit owner shall elect to construct or install any improvements to the interior of a unit or, with the prior written consent of the association, to the unit exterior or the common elements appurtenant to the unit that increase the costs of insurance, maintenance, repair, or replacement for which the association is responsible, such increased costs or expenses may, at the option of the association, be specially assessed against that unit or units;

g. The cost of maintaining, repairing and replacing the water heater, garage door opener, internal unit plumbing, individual basement sump pumps, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment, lighting fixtures, and other items servicing a unit that are not common elements, whether or not they are within the unit they service, shall be sole responsibility of the co-owner whose unit is serviced by such items.

h. The individual co-owners shall be responsible for the cost and installation of bulbs within the light fixtures at the front and back of their respective units, although the fixtures themselves shall be maintained by the Association.

i. *Association oversight.* The appearance of the balconies, porches, driveways, and unit walkways shall at all times be subject to the approval of the association (or the Developer prior to the transition control date). In the event that the cleaning and decoration of such common elements by the responsible co-owner does not conform to reasonable aesthetic and maintenance standards established by the association, the association and/or the developer will have the right to take such action as may be necessary to bring such common elements up to required standards. All costs incurred by the Association or the Developer in performing any responsibilities under this Section shall be assessed against such co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall 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 imposition of fines.

j. *Other common elements.* The cost of insuring, cleaning, decoration, maintenance, repair, and replacement of all common elements other than as described above shall be the responsibility of the association, except to the extent of repair or replacement of a common element due to the act or neglect of a co-owner or a co-owner's agent, invitee, family member, or pet.

4.4 Consent to Special Assessment District.

a. **Permit.** The wastewater treatment system will be established, constructed, owned, operated and maintained pursuant to, and subject to the provisions of Part 41 of the Michigan Natural Resources and Environmental Protection Act, MCLA 324.4101 et seq ("Act 451"), as amended. Section 4105 of Act 451 requires that a permit be applied for by the Developer/owner and issued by the Michigan Department of Environmental Quality ("MDEQ") prior to commencement of construction of the wastewater treatment system.

b. **Municipality Requirements.** The Municipality of Bay City may be



required to undertake the operation and maintenance of the wastewater treatment system at some time in the future. The Municipality of Bay City may, in the case of Agreement with the Association, undertake the operation and maintenance of the system in the event the Association becomes insolvent or dissolves the corporation, and is no longer able to operate the wastewater treatment facility and/or the Association fails or refuses to undertake or complete any necessary repairs or maintenance. In consideration of, and as an inducement to operate, maintain and perform necessary replacements to the wastewater system in the future the Municipality of Bay City will require the Association to indemnify it for funds required to be expended by the Municipality for the maintenance, operation and possible replacement of the wastewater treatment system in the future, and to consent to the establishment of a special assessment district ("SAD") to recover such expenditures.

c. **Consent to Establishment of Special Assessment District (SAD).** The Association, and each of the Co-Owners, on behalf of themselves and their respective heirs, devisees, personal representatives, successors and assigns, and with the express intent to bind, and run with, their respective Units and the User Association Premises in perpetuity, hereby irrevocably grant to the Association the authority to assess a user fee to each Unit to be paid in monthly payments to the Association or municipality at the rate proportionate to each Unit based upon the gallons of waste water generated and sent to the sanitary sewer system, or water SAD, granting the Association the authority to assess the user fee as indicated above until such time that the municipality may assume operation and maintenance of the sanitary sewer system. This establishment shall be the Condominium Premises for the SAD. In connection therewith, the Association, its officers, directors, and members covenant and agree to enter into, and execute, any and all documentation from time to time determined by the Municipality and its attorneys to be necessary for the establishment of such SAD.

d. **Indemnification; Assignment of Lien Rights.** In connection with the foregoing, the Co-Owners authorize and empower the developer and/or the Association's President and Vice President, or any of them, to enter into and execute such indemnification agreement or agreements as may be required by the Municipality of Bay City to evidence the indemnity undertaking of the Association hereunder. Further, the Association shall be deemed to have collaterally assigned to the Municipality of Bay City the Association's lien rights under the Association Documents, for the purpose of funding the expenses, if any, incurred by the Municipality in carrying out any future undertaking with respect to the operation and maintenance of the wastewater treatment system, if for any reason the contemplated SAD is not established, or if established, is determined to be invalid.

4.5 Assignment of Limited Common Elements. A limited common element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the board of directors of the association by all co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the board shall promptly prepare and execute an amendment to this master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved, and shall deliver the amendment to the co-owners of the units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.6 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance all co-owners, mortgagees, and other interested parties are deemed to have appointed the developer (during the development and sales period)



and/or the association (after the development and sales period has expired), as their agent and attorney to act in connection with all matters concerning the common elements and their respective interests in the common elements. Without limiting the generality of this appointment, the developer (or association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the general common elements or any part of them, to dedicate as public streets any parts of the general common elements, to amend the condominium documents for the purpose of assigning or reassigning the limited common elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.7 Separability. Except as provided in this master deed, condominium units shall not be separable from their appurtenant common elements, and neither shall be used in any manner inconsistent with the purposes of the project, or in any other way that might interfere with or impair the rights of other co-owners in the use and enjoyment of their units or their appurtenant common elements.

4.8 Modification by Developer. Until the Developer has sold all of the units in the Condominium, it may, in its discretion, (a) modify the dimensions of unsold units, the general common elements and limited common elements appurtenant to any unit, by enlargement, combination, division or reduction in size and (b) make such structural alterations as it deems necessary or appropriate to any unsold units or common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. All space in the Condominium, since it is or could be affected by such a modification or structural alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit "B". Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or any replacement therefore may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. No unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such other persons interested or to become interested in the condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed and irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 5

DESCRIPTION, VALUE, AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each condominium unit in the project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the subdivision plan as surveyed by the project's consulting engineers and surveyors. Each such unit shall include all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings as depicted in the subdivision plan and as delineated by detailed dimensional descriptions contained by the outline, less any common elements located



within the description. In determining dimensions, each condominium unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished sub floor.

5.2 Percentage of Value. The total percentage value of the project is 100, and the percentage of value assigned to each of the condominium units in the project shall be equal to each other unit. The determination that percentages of value for all such units should be equal was made after reviewing the comparative characteristics of each unit that would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be changed only in the manner permitted by section 10, expressed in an amendment to this master deed and recorded in the public records of the county in which the project is located.

5.3 Unit Modification. The number, size, style, and/or location of units or of any limited common element appurtenant to a unit may be modified from time to time by the developer or its successors without the consent of any co-owner, mortgagee, or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy, or other significant attribute of any unit that adjoins or is proximate to the modified unit or limited common element; provided, that no unit that has been sold or that is subject to a binding purchase agreement shall be modified without the consent of the co-owner or purchaser and the mortgagee of such unit. The developer may also, in connection with any such modification, readjust percentages of value for all units in a manner that gives reasonable recognition to such changes based upon the method of original determination of percentages of value for the project. All co-owners, mortgagees of units, and other persons interested or to become interested in the project from time to time shall be deemed to have granted a power of attorney to the developer and its successors for such purpose that is similar in nature and effect to that described in section 4.5 of this master deed.

Section 6

NONEXPANDABILITY OF CONDOMINIUM

The project is not an expandable project under the Michigan Condominium Act.

Section 7

CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The project established by this master deed consists of 68 units constructed in up to 5 phases. At the election of the developer, the project may be contracted to a minimum of one phase with 4 units.

7.2 Withdrawal of Units. The number of units in the project may, at the option of the developer from time to time within a period ending not later than six years after the recording of the master deed, be decreased by the withdrawal of all or any portion of the lands described in section 2.1; provided, that no unit that has been sold or that is the subject of a binding purchase agreement may be withdrawn without the consent of the co-owner, purchaser, and/or mortgagee of such unit. The developer may also, in connection with any such contraction, readjust the percentages of value for units in the project in a manner that gives reasonable recognition to the number of remaining units, based upon the method of original determination of the percentages of value. Other than as provided in this section 7, there are no restrictions or limitations on the



right of the developer to withdraw lands from the project or as to the portion or portions of land that may be withdrawn, the time or order of such withdrawals or the number of units and/or common elements that may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining units in the project with reasonable access and utility service to such units.

7.3 Contraction Not Mandatory. There is no obligation on the part of the developer to contract the project nor is there any obligation to withdraw portions of the project in any particular order or to construct particular improvements on any withdrawn lands. The developer may, in its discretion, establish all or a portion of the lands withdrawn from the project as a separate project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining project.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this project by the developer will be given effect by an appropriate amendment(s) to the master deed, which amendment(s) will not require the consent or approval of any co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the developer, and may adjust the percentages of value assigned by section 5.2 in order to preserve a total value of 100 percent for the entire project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the master deed made by the developer to contract the condominium may also contain such provisions as the developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of common elements, affecting the parcel or parcels being withdrawn from the project or affecting the balance of the project, as reasonably necessary in the developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the project.

7.6 Withdrawal of Property. If the development and construction of all improvements to the project has not been completed within a period ending 10 years after the date on which construction was commenced, or six years after the date on which rights of expansion, contraction, or convertibility were last exercised, whichever first occurs, the developer shall have the right to withdraw all remaining undeveloped portions of the project without the consent of any co-owner, mortgagee, or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods shall remain as general common elements of the project, and all rights to construct units on such lands shall cease.

7.7 Access and Use of Withdrawn Property. At the option of the developer, any undeveloped portions of the project that have been withdrawn under the provisions of section 7.6 shall be granted easements for access and utility installation over, across, and through the remaining project, subject to the payment of a pro rata share of the cost of maintaining such easements based upon the number of units developed on the withdrawn lands to the number of units developed in the remaining project. Removed lands shall be developed in a manner that is not detrimental to, or inconsistent with, the character of the remaining project.

Section 8 EASEMENTS

8.1 Easements. The easements shown on the subdivision plan shall benefit and burden the condominium units and common elements as shown on Exhibit B, and shall be maintained by



the association unless otherwise provided in the condominium documents.

8.2 Easements for Support, Maintenance, and Repair. Every portion of a condominium unit that contributes to the structural support of a building not entirely within the unit shall be burdened with an easement of structural support for the benefit of the common elements within the building. In the event that any portion of a unit or common element encroaches upon another unit or common element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the association (and/or the developer during the development and sales period) for the maintenance and repair of common elements for which the association (or developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility, and there shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls (including interior unit walls) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the project. Public utilities shall have access to the common elements and to the units at such times as may be reasonable for the installation, repair, or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall, or other improvement to install, repair, or maintain utility services shall be an expense of administration assessed against all co-owners in accordance with the condominium bylaws.

8.3 Easements Reserved by Developer. Until the initial sale of all units that may be created under the provisions of this master deed or of any other project developed by the developer or its successors on the property has been completed, the developer reserves nonexclusive easements that may be used at any time or times for the benefit of itself, its successors, and assigns:

- a. to use, improve, and/or extend all roadways, drives, and walkways in the condominium for the purpose of ingress and egress to and from any unit or real property owned by it; and
- b. to use, tap, tie into, extend, and/or enlarge all utility lines and mains, public and private, located on the land described in section 2.

The easements described in this section are subject to payment by the owners of a proportionate share (based on the total number of residences using the easements) of the cost of maintenance and repair of the improvements constructed in such easements.

Section 9

CONVERTIBLE AREAS

9.1 Limits of Conversion. The project established by this master deed initially consists of 68 condominium units.

9.2 Conversion Rights. The number of units in the project may, at the option of the developer from time to time within a period ending not later than six years after the initial recording of the master deed, be increased by the conversion of all or any part of the common elements designated as "convertible areas" on the condominium subdivision plan into additional condominium units and/or limited common elements appurtenant to such units. The developer may also, in connection with any the conversion; readjust percentages of value for all units in the



project under a manner that gives reasonable recognition to the total number of units, based upon the method of original determination of percentages of value.

9.3 Conversion Not Mandatory. There is no obligation on the part of the developer to convert any part of the convertible area nor is there any obligation neither to convert portions of such area in any particular order nor to construct particular improvements on any converted unit. Other than as provided in this article, there are no restrictions or limitations on the right of the developer to create additional units or as to the portion or portions of the convertible area that may be converted, the time or order of such conversions or the number of units and/or common elements that may be converted.

9.4 Amendment(s) to Master Deed. An increase in the number of units by exercise of the developer's conversion rights will be given effect by an appropriate amendment(s) to the master deed, which amendment(s) will not require the consent or approval of any co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the developer, and may proportionately adjust the percentages of value assigned by section 5.2 in order to preserve a total value of 100 percent for the entire project.

9.5 Redefinition of Common Elements. The conversion amendment(s) to the master deed made by the developer may contain such further definitions and redefinitions of general or limited common elements as the developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional units being added to the project. In connection with any such amendment(s), the developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the intent of this Article.

9.6 Additional Provisions. Any amendment(s) to the master deed made by the developer for conversion purposes may also contain such provisions as the developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the unit(s) being added to the project; and (ii) to create or change restrictions or other terms and provisions affecting the additional unit(s) being added to the project or affecting the balance of the project as may be reasonably necessary in the developer's judgment to enhance the value or desirability of such units.

Section 10

AMENDMENT AND TERMINATION

10.1 Pre-Conveyance Amendments. If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the register of deeds office in the county in which the project is located.

10.2 Post-Conveyance Amendments. If there is a co-owner other than the developer, the recordable condominium documents may be amended for a proper purpose as follows:

a. *Nonmaterial changes.* The amendment may be made 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: (i) amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements; (ii) amendments correcting survey or other errors in the condominium documents; or (iii) changes required by the City or other public



authority or (iv) 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 the State of Michigan or (iv) changes reflecting "as-built" conditions. A mortgagee's rights are not materially altered or changed by any amendment as to which the developer or association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any unit affected by the change.

b. *Material changes.* An amendment may be made, even if it will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the co-owners or mortgagees; provided, that a co-owner's unit dimensions or limited common elements may not be modified without that co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the developer and each affected co-owner. Rights reserved by the developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the developer so long as the developer or its successors continue to own and to offer for sale any unit in the project.

c. *Compliance with law.* Amendments may be made by the developer without the consent of co-owners and mortgagees, even if the amendment will materially alter or change the rights of co-owners and mortgagees, to achieve compliance with the act or rules, interpretations, or orders adopted by the administrator or by the courts pursuant to the act or with other federal, state, or local laws, ordinances, or regulations affecting the project.

d. *Reserved developer rights.* A material amendment may also be made unilaterally by the developer without the consent of any co-owner or mortgagee for the specific purpose(s) reserved by the developer in this master deed. During the development and sales period, this master deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the developer, its successors, or assigns.

e. *As-built plans.* A consolidating master deed or amendment to the master deed with as-built plans attached shall be prepared and recorded by the developer within one year after construction of the project has been completed.

f. *Costs of amendments.* 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 the co-owners, the costs of which are expenses of administration. The co-owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a co-owner other than the developer, the project may be terminated only with consent of the developer and not less than 80 percent of the co-owners and mortgagees, in the following manner:

a. *Termination agreement.* Agreement of the required number of co-owners and mortgagees to termination of the project shall be evidenced by their execution of a



termination agreement, and the termination shall become effective only when the agreement has been recorded in the register of deeds office in the county in which the project is located.

b. *Real property ownership.* Upon recordation of a document terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their condominium unit.

c. *Association assets.* Upon recordation of a document terminating the project, any rights the co-owners may have to the net assets of the association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the condominium documents and the act.

d. *Notice to interested parties.* Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the administrator.

Section 11 RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the condominium unit of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision.

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Unless at least two-thirds (2/3) of the co-owners and of the first mortgagees, pursuant to Section 90a of the Act, have given their prior written approval, the Association shall not be entitled to:

a. by act or omission seek to abandon or terminate the Condominium (in



which event 80% of the co-owners and the first mortgagees must give their approval);

b. change the pro-rata interest or obligations of any condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or share condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements.

e. use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the Condominium.

5. Each first mortgagee has the right to examine the books and records of the Association and the Condominium.

6. No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the cases 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.

7. Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days written notice any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the condominium documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

Section 12

ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the developer in the condominium documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the developer to any other entity or person, including the association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the register of deeds office in the county in which the project is located.

This master deed has been signed by the developer as of the day and year that appear on page one.



LIBER 2337

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IRON BRIDGE AT WHEELER LANDING, LLC DEVELOPER

By: [Signature]
David Hajciar, ManagerSTATE OF MICHIGAN)
Oakland COUNTY)

This document was acknowledged before me on June 17, 2005, by David Hajciar the Managing Member of Iron Bridge at Wheeler Landing, LLC, a Michigan Limited Liability Company, on behalf of the Company.

Subscribed and sworn to before me on June 17, 2005.

[Signature]

Barbara Cuddie

Notary public, State of Michigan, County of Oakland.My commission expires 01-01-06.Acting in the County of Oakland.

Drafted by and when recorded return to:
STUART B. COONEY (P25900)
KARLSTROM COONEY, LLP
5840 Lorac Drive
Clarkston, MI 48346
248-625-0600



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CONDOMINIUM BYLAWS
IRON BRIDGE AT WHEELER LANDING
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**CONDOMINIUM BYLAWS OF
IRON BRIDGE AT WHEELER LANDING**

**Section 1
ASSOCIATION OF CO-OWNERS**

1.1 Organization. Iron Bridge at Wheeler Landing is a residential condominium project located in Bay City, Bay County, Michigan being developed in up to 5 phases so as to comprise a total of 68 units with a minimum of 4 units. . Upon the recording of the master deed, the management, maintenance, operation, and administration of the project shall be vested in an association of co-owners organized as a nonprofit corporation under the laws of the State of Michigan. These by-laws shall constitute both the by-laws referred to in the Master Deed and required by the Act and the by-laws of the Association. Each Co-owner shall be entitled to membership in the Association and no other person or entity shall be so entitled. 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/her unit. The association will keep current copies of the master deed, all amendments to the master deed and other condominium documents for the project available at reasonable hours for inspection by co-owners, prospective purchasers, mortgagees, and prospective mortgagees of units in the project.

1.2 Compliance. All present and future co-owners mortgagees, lessees, or other persons who may use the facilities of the condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended, the master deed and any amendments, the condominium bylaws, and the articles of incorporation, association bylaws, and other condominium documents that pertain to the use and operation of the project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a unit in the project shall constitute an acceptance of the terms of the condominium documents and an agreement to comply with their provisions.

Section 2 VOTING

2.1 Voting Rights. Each co-owner will be entitled to one vote for each unit owned when voting by number, and one vote, the value of which shall equal the total of the percentages assigned to the unit or units owned, when voting by value (See 2.3 infra). Voting shall be by number, except in those instances where voting is specifically required in the master deed or bylaws to be by number and value, and no cumulation of votes shall be permitted.

2.2 Eligibility to Vote. No co-owner, other than the developer, will be entitled to vote at any meeting of the association until the co-owner has presented written evidence of ownership of a unit in the project, nor shall the co-owner be entitled to vote (except for elections pursuant to section 3.4) prior to the initial meeting of members. The developer shall be entitled to vote only those units to which the developer still holds title and for which the developer is paying the current assessment then in effect at the date on which the vote is cast.

2.3 Designation of Voting Representative. The person entitled to cast the vote for each unit and to receive all notices and other communications from the association shall be designated by a certificate signed by all the record owners of a unit and filed with the secretary of the association. The certificate shall state the name and address of the individual representative designated, the number of the unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the unit.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the association before the appointed time of the meeting.

2.5 Majority. At any meeting of members at which a quorum is present, 51 percent of the co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these bylaws, the master deed, or by law.



Section 3 MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the association may be convened only by the developer and may be called at any time after two or more of the units in the project have been sold and the purchasers qualified as members of the association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer co-owners of 75 percent of the total number of units that may be created Iron Bridge at Wheeler Landing (the Project); or (ii) 54 months after the first conveyance of legal or equitable title to a no developer co-owner of a unit, whichever first occurs, at which meeting the eligible co-owners may vote for the election of directors of the association. The developer may call meetings of members of the association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the board of directors, and reasonably convenient to the Co-Owners. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place, and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days' written notice shall be provided to each member of any proposed amendment to these bylaws or to other recorded condominium documents. Meetings shall be conducted in accordance with Roberts Rules of Order or similarly recognized manual of procedure, if not in conflict with the act or the condominium documents.

3.3 Special Meetings of Members. It shall be the duty of the president to call a special meeting of the Co-owners at his/her discretion or as directed by resolution of the Association or upon a petition signed by 1/3 of the Co-owners presented to the secretary of the Association. Written notice of such special meeting shall be mailed or delivered to each Co-owner not less than 10 days nor more than 60 days, prior to such meeting. No Business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings. It shall be the duty of the secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 2.3 of these By-laws shall be deemed notice served. Any member may, be 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.

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

3.6 Order of Business. The Order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or wavier of notice; (c) reading of minutes of preceding meeting; (d) reports of



officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

3.7 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 3.5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of votes necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted upon receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

3.10 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created in Iron Bridge at Wheeler Landing, at least one director and not less than one-fourth of the board of directors of the association shall be elected by nondeveloper co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 50 percent of the units that may be created in Iron Bridge at Wheeler Landing, not less than one-third of the board of directors shall be elected by nondeveloper co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 75 percent of the units that may be created in Iron Bridge at Wheeler Landing, and before conveyance of 90 percent of such units, the nondeveloper co-owners shall elect all directors on the board except that the developer shall have the right to designate at least one director as long as the developer owns and offers for sale



at least 10 percent of the units in the project or as long as 10 percent of the units remain that may be created.

3.11 Owner Control. If 75 percent of the units that may be created in Iron Bridge at Wheeler Landing have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner, the nondeveloper co-owners shall have the right to elect the percentage of members of the board of directors of the association equal to the percentage of units they hold, and the developer will have the right to elect the percentage of members of the board equal to the percentage of units that are owned by the developer and for which assessments are payable by the developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in section 3.10. Application of this provision does not require a change in the size of the board as designated in the association bylaws.

3.12 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper co-owners have a right to elect, or the product of the number of members of the board multiplied by the percentage of units held by the nondeveloper co-owners results in a right of nondeveloper co-owners to elect a fractional number of members of the board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of the developer to designate at least one member as provided in section 3.10.

3.13 Quorum of Members. The presence in person or by proxy of 35 percent of the co-owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 4

ADVISORY COMMITTEE

4.1 Advisory Committee. Within one year after the initial conveyance by the developer of legal or equitable title to a co-owner of a unit in the project, or within 120 days after conveyance of one-third of the total number of units that may be created in Iron Bridge at Wheeler Landing, whichever first occurs, two or more persons shall be selected by the developer from among the nondeveloper co-owners to serve as an advisory committee to the board of directors. The purpose of the advisory committee is to facilitate communication between the developer-appointed board of directors and the nondeveloper co-owners and to aid in the ultimate transition of control to the owners. The members of the advisory committee shall serve for one year or until their successors are selected, and the committee shall automatically cease to exist at the transitional control date. The board of directors and the advisory committee shall meet with each other upon the request of the advisory committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.



Section 5 ADMINISTRATION

5.1 Board of Directors. The business, property, and affairs of the association shall be managed by a board of directors (the "board"). All actions of the first board designated in the articles of incorporation or any successors to such directors selected by the developer before the initial meeting of members shall be binding upon the association in the same manner as though such actions had been authorized by a board of directors elected by the members of the association, so long as such actions are within the scope of the powers and duties that may be exercised by a board as provided in the condominium documents. A service contract or management agreement entered into between the association and the developer or affiliates of the developer shall be voidable without cause by the board on the transitional control date or within 90 days after the initial meeting has been held, and on 30 days' notice at any time thereafter for cause.

5.2 Number and Qualification of Directors. The Board of Directors shall be comprised of 5 members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

5.3 Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one of the three Directors shall be selected by non-developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

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

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be conveyed equal at least 10% of all Units in the Project. Such designee, if any, shall be one of the total number of Directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (4) below. Whenever the required conveyance level is achieved a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a nondeveloper



Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the board of directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. The election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1). Application of this subparagraph does not require a change in the size of the board of directors.

(3) If the calculation of the percentage of members of the board of directors that the non-developer Co-owners have the right to elect under subsection 2(b) and subparagraph (c)(1), or if the product of the number of members of the board of directors multiplied by the percentage of Units held by the non-developer Co-owners under subparagraph (c)(2) results in a right of non-developer Co-owners to elect a fractional number of members of the board of directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board of directors that the non-developer Co-owners have the right to elect. After application of this formula the developer shall have the right to elect the remaining members of the board of directors. Application of this subsection shall not eliminate the right of the developer to designate one director as provided in subsection (c)(2).

(4) At the first annual meeting two (2) directors shall be elected for a term of three (3) years and two (2) directors shall be elected for a term of 2 years and one (1) director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of three years the next 2 highest number of votes shall be elected for a term of two years and the person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one (1) or two (2) directors shall be elected depending upon the number of directors whose terms expire. Terms of directors elected after the first annual meeting shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting. Vacancies shall be filled by appointment of the Board and shall serve until the regular end of the term.

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

(6) After the first annual meeting a director elected by the numbers may be removed with or without cause by the affirmative vote of 66 2/3% of the members.

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

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



on the written request of two Directors.

5.6 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him or her 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.

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

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

5.9 Powers and Duties. The board shall have all powers and duties necessary for the administration of the affairs of the association, and may take all actions in support of the administration as are not prohibited by the condominium documents or specifically reserved to the members, including by way of example, the following:

- a. care, upkeep, and maintenance of the common elements;
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the condominium;
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the condominium property;
- d. adoption and amendment of rules and regulations, consistent with these bylaws, governing the use of the condominium property;
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the association, and designating signatories required for such purpose;
- f. obtaining insurance for the common elements, the premiums of which shall be an expense of administration;
- g. granting licenses for the use of the common elements for purposes not inconsistent with the provisions of the act or of the condominium documents;
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the condominium on behalf of the co-owners;
- i. making repairs, additions, and improvements to, or alterations of, the common elements, and repairs to and restoration of the common elements after damage or destruction by fire



- j. or other casualty, or as a result of condemnation or eminent domain proceedings; asserting, defending, or settling claims on behalf of all co-owners in connection with the common elements of the project and, upon written notice to all co-owners, instituting actions on behalf of and against the co-owners in the name of the association; and
- k. such further duties as may be imposed by resolution of the members of the association or that may be required by the condominium documents or the act.
- l. to make rules and regulations in accordance with section 8.5 of these by-laws.

5.10 Books of Account. The association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the association and its members. Such accounts shall be open for inspection by the co-owners and their mortgagees during reasonable hours. The association shall also prepare and distribute a financial statement to each co-owner at least once a year, the contents of which will be defined by the association. The books and records shall be reviewed annually and audited at such times as required by the board of directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

5.11 Maintenance and Repair. The responsibility for maintenance and repair of units and common elements is as follows:

- a. All maintenance of and repair to a unit (other than maintenance and repair of general common elements located within a unit) and to a limited common element that is the responsibility of the co-owner of a unit as set forth in the master deed, shall be made by the co-owner of the unit. Any co-owner who desires to make structural modifications to a unit or limited common element must first obtain the written consent of the association and shall be responsible for all damages to the common elements resulting from such repairs.
- b. All maintenance of, repair to, and replacement for the general common elements, whether located inside or outside the units, and to limited common elements to the extent required by the master deed, and contracts shall be made by the association and shall be charged to all the co-owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular co-owner, in which case the expense shall be charged to the co-owner individually. The association or its agent shall have access to each unit from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair, or replacement of any of the common elements that are the responsibility of the association located within or accessible only from a unit. The association or its agents shall also have access to each unit at all times without notice for making emergency repairs necessary to prevent damage to other units and/or to the common elements.

5.12 Compliance with Governmental Regulations and Municipal Agreements.

Maintenance and repair to and replacement for the Waste Water Treatment System, the water system and the Storm drainage facilities, as well as compliance with the terms of Exhibits C and D to the Master Deed shall be the responsibility of the Association and shall be charged to all the Co-owners or as a common expense. IF repair, maintenance or replacement of the sanitary, storm or water systems is necessitated by the negligence, misuse, or neglect of a co-owner or co-owners, the expense incurred by the Association may be assessed to the units owned



by such co-owner(s) as reimbursement to the Association. Access to units for compliance with the terms of this provision shall be permitted in the same manner as set forth in section 5.11(b) above.

5.13 Reserve Fund.

a. The association shall maintain a reserve fund to be used for major repairs and replacement of the common elements as provided by section 105 of the act. The fund shall be established in the minimum amount required on or before the transitional control date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then-current annual budget of the association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the board should carefully analyze the project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes

b. Waste Water Treatment System.

The Developer has been issued a Sewerage System Construction Permit pursuant to part 41 of the Natural Resources and Environmental Protection Act. In addition to the reserve described in 5.13(a) above the Association shall maintain a perpetual funding mechanism (escrow) in accordance with MDEQ requirements for operational, maintenance and replacement of the system and system components in accordance with all local, state and federal laws and regulations. The Developer shall establish and fund the initial escrow for this reserve. Any funds for the reserve shall be reimbursed to the Developer by the association on the transition control date. The escrow shall be payable jointly and severally to the Developer and the Association and each is obligated to use the fund, when necessary, for its intended use only.

5.14 Construction Liens. A construction lien arising as a result of work performed on a unit or on an appurtenant limited common element shall attach only to the unit upon which the work was performed, and a lien for work authorized by the developer shall attach only to condominium units owned by the developer at the time of recording the statement of account and lien. A construction lien for work authorized by the association shall attach to each unit only to the proportionate extent that the co-owner of such unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a condominium unit for work performed on the general common elements not contracted for by the association or the developer.

5.15 Managing Agent. The board may employ a management company or managing agent at a compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the powers and duties described in section 5.9. The developer or any person or entity related to the developer may serve as managing agent if so appointed; provided, however, that any compensation so paid to the developer shall be at competitive rates.

5.16 Officers. The principal officers of the Association shall be a president, who shall be a member of the board of directors, a vice president, a secretary and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary and such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be



held by one person.

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

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

(c) Secretary. The secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors and he shall in general, perform all duties incident to the office of the secretary.

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

5.17 Election of Officers. 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.

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

5.19 Duties of Officers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the board of directors.

5.20 Indemnification of Directors and Officers. All directors and officers of the association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or not taken on behalf of the association upon 10 days' notice to all co-owners, in the manner and to the extent provided by the association bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of co-owners vote to procure such an opinion.

Section 6

ASSESSMENTS

6.1 Administration Expenses. The association shall be assessed as the entity in possession of any tangible personal property of the condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of



administration. 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 project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance covering the interests of the co-owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of such common elements shall be receipts of administration.

6.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

- a. *Initial budget.* The board of the association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the condominium project, including a reasonable allowance for contingencies and reserves and including, without limitation a distinct budget item for the water system and waste water treatment system. The annual assessment to be levied against each unit in the project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each owner, although the failure to deliver such a copy to each owner will not affect or in any way diminish the liability of a co-owner for any existing or future assessment.
- b. *Budget assessments.* Should the board determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the common elements; (2) to provide for the replacement of existing common elements; (3) to provide for additions to the common elements not exceeding \$5,000 or \$100 per unit annually, whichever is less; (4) to operate, maintain, repair or replace the water and waste water treatment system including assessments for the MDEQ required escrow fund as identified in Section 4 subsection 4.3 of the Master Deed; (5) to meet governmental requirements or (6) to respond to an emergency or unforeseen development; the board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the board to levy additional assessments will rest solely with the board for the benefit of the association and its members, and may not be attached by or subject to specific performance by any creditors of the association.
- c. *Special assessments.* Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the board from time to time with the approval of the co-owners as provided in this subsection to meet other needs or requirements of the association, including but not limited to: (1) assessments for additions to the common elements costing more than \$5,000 in any year; (2) assessments to purchase a unit upon foreclosure of the lien described in section 5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), will not be levied without the prior approval of 60 percent or more of all co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the association and its members and may not be attached by or subject to specific performance by any creditors of the association.



6.3 Apportionment of Assessments. All assessments levied against the unit owners to cover expenses of administration shall be apportioned among and paid by the co-owners on an equal basis, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Unless the board shall elect some other periodic payment schedule, annual assessments will be payable by co-owners in 12 equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a unit, or with the acquisition of title to a unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the association in full on or before the due date for such payment established by rule or regulation of the association.

6.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the board may deem proper for the operation and maintenance of the condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The board shall advise each co-owner in writing of the amount of common charges payable by the co-owner and shall furnish copies of each budget containing common charges to all co-owners.

6.5 Collection of Assessments. Each co-owner shall be obligated for the payment of all assessments levied upon the co-owner's unit during the time that the person is the co-owner of the unit, and no co-owner may become exempt from liability for the co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements, or by the abandonment of a unit.

- a. *Legal remedies.* In the event of default by any co-owner in paying the assessed common charges, the board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection, and late charges; advances made by the association for taxes or other liens to protect its lien; attorney fees; and fines in accordance with the condominium documents shall constitute a lien on the unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the association, and the association may record such lien with the Register of Deeds and enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by section 108 of the act or the general laws of foreclosure in the State of Michigan. In a foreclosure proceeding, whether by advertisement or by judicial action, the co-owner or anyone claiming under the co-owner shall be liable for assessments charged against the unit that become due before the redemption period expires, together with interest, advances made by the association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.
- b. *Sale of unit.* Upon the sale or conveyance of a unit, all unpaid assessments against the unit shall be paid out of the sale price by the purchaser in preference over any other



assessment or charge except as otherwise provided by the condominium documents or by the act. A purchaser or grantee may request a written statement from the association as to the amount of unpaid assessments levied against the unit being sold or conveyed. The purchaser or grantee shall not be liable for, and the unit sold or conveyed shall not be subject to a lien for any unpaid assessments in excess of, the amount stated in a written response from the association. Unless the purchaser or grantee requests a written statement from the association at least five days before sale as provided in the act, however, the purchaser or grantee shall be liable for any unpaid assessments against the unit together with interest, late charges, fines, costs, and attorney fees.

- c. *Self-help.* The association may enter upon the common elements, limited or general, to remove and abate any condition constituting a violation of the condominium documents, or may discontinue the furnishing of services to a co-owner in default under any of the provisions of the condominium documents, upon seven days' written notice to such co-owner of the association's intent to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the association so long as the default continues; provided, that this provision shall not operate to deprive any co-owner of ingress and egress to and from the co-owner's unit.
- d. *Application of payments.* Money received by the association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

6.6 Financial Responsibility of the Developer. The developer of the condominium, although a member of the association, will not be responsible for payment of either general or special assessments levied by the association during the development and sales period.

- a. *Pre-turnover expenses.* Prior to the initial meeting of co-owners, it will be the developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the initial meeting, the developer will be liable for the funding of any existing deficit of the association that was incurred prior to the date of the initial meeting.
- b. *Post-turnover expenses.* After the initial meeting and for the duration of the development and sales period, the developer shall not be responsible for the payment of either general or special assessments levied by the association on units owned by the developer that have not been conveyed or leased. To the extent the developer holds title to units that were previously conveyed or leased, the developer shall be responsible for the same maintenance assessment levied against other units in the project and for all special assessments levied by the association.
- c. *Exempted transactions.* At no time will the developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs. Any funds deposited by the developer in the



perpetual escrow fund shall be reimbursed by the Association on the transition control date, or as soon thereafter as practical. Any funds deposited by the developer in the perpetual escrow fund shall be reimbursed by the association on the transition control date, or as soon thereafter as practical.

Section 7

TAXES, INSURANCE, AND REPAIR

7.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual units and not against the property of the project, except for the calendar year in which the project was established. Taxes and assessments that become a lien against the property in the year in which the project was established shall be expenses of administration and shall be assessed against the units located on the land with respect to which the tax or assessment was levied in proportion to the percentage of value assigned to each unit. Real property taxes and assessments levied in any year in which a vacation of the project occurs shall be assessed only against the individual units. For tax and special assessment purposes no unit shall be combined with any other unit or units, and no assessment of any fraction of a unit or combination of any unit with other whole or partial units shall be made, nor shall any division or split of the assessment or taxes of a single unit be made, whether the unit is owned by an individual or multiple co-owners. Taxes for real property improvements made to or within a specific unit shall be assessed against that unit only, and each unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

7.2 Insurance Coverage. The association shall be appointed as attorney-in-fact for each co-owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the common elements of the project. All insurance shall be purchased by the board of directors for the benefit of the association, the co-owners, the mortgagees, and the developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

- a. *Co-owner responsibilities.* Each co-owner will be responsible for obtaining casualty insurance coverage at the co-owner's expense with respect to the improvements constructed or located within the perimeters of the co-owner's unit. It shall also be each co-owner's responsibility to obtain insurance coverage for the co-owner's personal property located within the co-owner's unit or elsewhere on the condominium, for personal liability for occurrences within the co-owner's unit or on the limited common elements appurtenant to the co-owner's unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the co-owner's unit. All insurance carried by the association or any co-owner shall contain provisions waiving the right of subrogation as to any claims against any co-owner or the association for insured losses.
- b. *Common element insurance.* The common elements of the project shall be insured by the association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be



determined annually by the board. The association shall not be responsible in any way for maintaining insurance with respect to the units themselves, or any improvements located within the units.

- c. *Fidelity insurance.* The association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling funds of the association.
- d. *Power of attorney.* The board is irrevocably appointed as the agent for each co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the condominium or the property, to adjust and settle all claims arising under insurance policies purchased by the board and to execute and deliver releases upon the payment of claims.
- e. *Indemnification.* Each individual co-owner shall indemnify and hold harmless every other co-owner, the developer, and the association for all damages, costs, and judgments, including reasonable attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual co-owner's unit or appurtenant limited common elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual co-owner, the developer or the association.
- f. *Premium expenses.* Except as otherwise provided, all premiums upon insurance purchased by the association pursuant to these bylaws shall be expenses of administration.

7.3 Reconstruction and Repair. The following provisions will control, if any part of the condominium property is damaged or destroyed:

- a. *General common elements.* If the damaged property is a general common element, the damaged property shall be repaired or rebuilt promptly unless 80 percent or more of the co-owners and the institutional holders of mortgages on any unit in the project agree to the contrary. Provided, that if the affected general common element is the common roadway providing the sole means of ingress and egress to one or more units in the project, the water system or wastewater treatment system they will be repaired or rebuilt unless the 80 percent or more of the co-owners agree not to repair or rebuild. When repaired the wastewater treatment system shall be required or rebuilt to remain in accordance with all applicable federal, state and local laws and rules.
- b. *Limited common elements and improvements.* If the damaged property is a limited common element or an improvement located within the boundaries of a unit, the co-owner of the applicable unit or units alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the co-owner shall be responsible for the cost of any reconstruction or repair that the co-owner elects to make. The co-owner shall in any event remove all debris and restore the unit and its improvements to a clean and sightly condition satisfactory to the association within a reasonable period of time following the occurrence of the damage.



- c. *Reconstruction standards.* Any reconstruction or repair shall be substantially in accordance with the master deed and the original plans and specifications for the improvements located within the unit, unless prior written approval for changes is obtained from the association. Reconstruction must meet local municipal requirements.
- d. *Procedure and timing.* Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the association, the association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the association are insufficient, assessments shall be levied against all co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair.
- e. *Withdrawal from the condominium.* If a decision to reconstruct is not made in the manner provided by subparagraphs (a) and (b) of section 6.3, provision for the withdrawal of the damaged property from the project and the provisions of the act may be made by the affirmative vote of not fewer than 80 percent of the co-owners voting at a meeting called for the specific purpose. The meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after the casualty happens, whichever first occurs. If any unit or portion of a unit is withdrawn, the percentage of ownership in the common elements appurtenant to the withdrawn property shall be reallocated among the remaining units not withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each remaining unit. If only a portion of a unit is withdrawn, the percentage of ownership in the common elements appurtenant to the unit shall be reduced accordingly, upon the basis of the diminution in market value of such unit, as determined by the board.
- f. *Allocation of proceeds.* In the event of the withdrawal of a unit, a common element or a portion of either, any insurance proceeds received by the association shall be allocated among the withdrawn units and/or common elements on the basis of the square footage withdrawn or such other equitable basis as the board may determine. As compensation for such withdrawals: (1) any insurance proceeds allocated to withdrawn units or portions of units shall be applied in payment to the owners of such units in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn units, or portions of them; (2) any insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the unit co-owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the units saved by such limited common elements; and (3) any insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all unit co-owners in proportion to their relative percentages of ownership in the common elements. Upon the withdrawal of any unit or portion of a unit, the co-owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such unit, if only a portion of the unit is withdrawn.



7.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

- a. *Units.* In the event of the taking of all or any portion of a unit, the award for such taking shall be paid to the co-owner of the unit and any mortgagee of the unit, as their interests may appear. If a co-owner's entire unit is taken by eminent domain, such co-owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the project.
 - b. *Common elements.* In the event of the taking of all or any portion of the general common elements, the condemnation proceeds relative to the taking shall be paid to the association for use and/or distribution to its members. The affirmative vote of 80 percent or more of the co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as the co-owners deem appropriate.
 - c. *Amendment to master deed.* In the event the project continues after the taking by eminent domain, the remaining portion of the project shall be resurveyed and the master deed amended accordingly. If any unit shall have been taken, section 5 of the master deed shall also be amended to reflect the taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing total value of the condominium of 100 percent. The amendment may be completed by an officer of the association duly authorized by the board without the necessity of execution or specific approval by any co-owner.
 - d. *Notice to mortgagees.* In the event any unit in the condominium, the common elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the association shall promptly notify each holder of a publicly recorded mortgage lien on any of the units in the condominium.
 - e. *Inconsistent provisions.* To the extent not inconsistent with the provisions of this section, section 133 of the act ("contractible projects") shall control upon any taking by eminent domain.
- 7.5 Storm Water Management.** In order to assure that storm water drainage is properly maintained, all storm water drainage facilities in the Condominium have been designated General Common elements in the Master Deed. Accordingly, the Association will maintain, repair and replace all storm water drainage systems and areas in the Condominium for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

Section 8

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium units shall be used exclusively for, and no unit or appurtenant common element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate traffic by members of the general public and do not change the residential character of the unit or neighborhood, are permitted as incidental to primary



residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted on any unit.

8.2 Common Areas. The common elements shall be used only by the co-owners of units in the condominium and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective units, and for other purposes incidental to use of the units; provided, that any parking areas, storage facilities, or other common elements designed for a specific purpose shall be used only for those purposes or other uses approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed, damaged, or unreasonably interfered with by any co-owner, and shall be subject to any lease or easement presently in existence or entered into by the board at some future date that affects all or any part of the common elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of sections 7.1 and 7.2, the use of the project and its common elements by any co-owner shall be subject to the following specific restrictions:

- a. *Exterior changes.* No co-owner shall make any additions, alterations, or modifications to any of the common elements, nor make any changes to the exterior appearance or structural elements of the unit without the prior written approval of the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. Any co-owner may make alterations, additions, or improvements within the co-owner's unit without the prior approval of the board, but the co-owner shall be responsible for any damage to other units, the common elements, or the property resulting from such alterations, additions, or improvements.
- b. *Unit rental.* No portion of a unit may be rented, and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire unit together with its appurtenant limited common elements for residential purposes in the manner permitted by these bylaws.
- c. *Nuisances.* No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the project by the co-owners. No unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the unit to appear in an unclean or untidy condition. No substance or material shall be kept on a unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding units.
- d. *Occupancy.* No more than two (2) persons may occupy any one (1) bedroom unit. No more than four (4) persons may occupy any two (2) bedroom unit. No more than six (6) persons may occupy a three (3) bedroom unit, if any. Occupants or Co-owners in one (1) bedroom units may not keep more than two (2) vehicles on premises. Occupants or Co-owners of two (2) or three (3) bedroom units may not keep more than three (3) vehicles on premises.



- e. *Prohibited uses.* No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any unit or on the common elements that will increase the rate of insurance for the project without the prior written consent of the association. No co-owner shall permit anything to be done or kept in the co-owner's unit or elsewhere on the common elements that will result in the cancellation of insurance on any unit or any part of the common elements, or that will be in violation of any law.
- f. *Signs.* No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, not larger than four square feet in size, advertising a unit for sale) that are visible from the exterior of the unit or from the common elements shall be displayed on any unit without written permission from the association or its managing agent.
- g. *Personal property.* No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside a unit. This restriction shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a unit; provided, that no such furniture or other personal property shall be stored during the winter season on any open patio, deck, or balcony that is visible from another unit or from the common elements of the project.
- h. *Firearms and weapons.* No co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles, or devices anywhere on or about the property.
- i. *Pets and animals.* No pets shall be maintained by any Co-owner or tenant unless specifically approved in writing by the Association. The word "pets" as used herein means ordinary household pets as that term is commonly understood. Any such Association approval shall be limited to no more than one dog or two domestic cats, or one dog and one domestic cat, small caged animals such as hamsters and gerbils, caged birds such as canaries and parakeets, and aquarium fish. Farm animals, large amphibians, snakes, birds of prey, and other "exotic" pets are prohibited.

1. No pet may be kept or bred for any commercial purpose, and all pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. No pet that emits sound audible inside another unit without provocation may be kept in a unit.

2. No dog houses or unattended tethering of dogs shall be permitted on the general common elements. No pet may be permitted to run loose at any time upon the common elements, and any pet shall at all times be on a leash and attended by some responsible person while on the common elements, limited or general. No savage or dangerous pet shall be kept, and any Co-owner who causes any pet to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such pet on the premises whether or not the Association has given its permission therefore.



3. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner.
4. The Association may charge all Co-owners maintaining pets a reasonable additional assessment to be collected in the manner provided in Article II, Section 6 of these By-laws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating pets within the Condominium. Initially this charge shall be Ten Dollars (\$10.00) per unit each month for a dog.
5. The Association may, without liability to the Co-owner thereof, remove or cause to be removed any pet from the Condominium which it determines to be in violation of the restrictions imposed by this section.
6. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to pets as it may deem proper. In the event of any violation of this Section, the Board of Directors may assess fines for such violation in accordance with these By-laws and in accordance with duly adopted rules and regulations of the Association.
7. Dogs in the following breeds shall not be permitted to occupy a unit in the condominium: Akita, Alaskan Malamute, Anatolian Shepherd, Bernese Mountain Dog, Boxer, Bullmastiff, Chow Chow, Doberman Pinscher, German Shepherd Dog, Giant Schnauzer, Great Dane, Great Pyrenees, Greater Swiss Mountain Dog, Komondor, Kuvasz, Mastiff, Newfoundland, Pit Bull-type, Portuguese Water Dog, Presa Canario Rottweiler, Saint Bernard, Samoyed, Siberian Husky, Standard Schnauzer, and Wolf-dog Hybrid.
- j. *Recreational vehicles.* No recreational vehicles, boats, or trailers shall be parked or stored anywhere on the property, except within a unit's garage, with the garage door closed, without the written approval of the association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.
- k. *Satellite dishes.* A co-owner may install a satellite dish on the co-owner's unit, subject to reasonable prior written approval by the association as to size, location, color, and screening. To the extent required by applicable federal law, the association's regulations shall not unreasonably impair a co-owner's installation, maintenance, or use of the satellite dish.
- l. *Window Treatments.* Draperies or other window treatments approved by the Association are required. Treatments and linings other than a neutral or off white color are prohibited.
- m. *Application of restrictions.* Unless there is an election to arbitrate pursuant to these bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this section has occurred shall be submitted to the board, which shall conduct a hearing and render a decision in writing; the decision shall be binding upon all co-owners and other parties having an interest in the project.



- n. *Use of common elements.* The general common elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). Co-owners vehicles shall be parked in individual garages or in the driveway space immediately in front of the Co-owners garage door. No vehicles shall otherwise be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking), and co-owners shall not personally use or obstruct any guest parking areas that may be located on the common elements of the project without the prior consent of the association. No co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the common elements or that affects an association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any co-owner either in the co-owner's unit or upon the common elements that despoils the appearance of the condominium.

8.4 Zoning Compliance. In addition to the restrictions contained in this section, the use of any unit must satisfy the requirements of the zoning ordinances of the municipality in which the project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from the municipality. The provision applies to all reconstruction modification of units and common elements subsequent to the original approval of Construction plans.

8.5 Rules of Conduct. Additional rules and regulations consistent with the act, the master deed, and these bylaws concerning the use of units and common elements may be promulgated and amended by the board. Copies of such rules and regulations must be furnished by the board to each co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60 percent or more of all co-owners.

8.6 Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the co-owners and all other persons interested in the condominium. If at any time the association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair, and/or replace any common elements or to do any landscaping required by these bylaws and to charge the cost to the association as an expense of administration. The developer shall have the right to enforce these bylaws throughout the development and sales period, which right of enforcement shall include (without limitation) an action to restrain the association or any co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved co-owner will also be entitled to compel enforcement of the condominium documents by action for injunctive relief and/or damages against the association, its officers, or another co-owner in the project.

8.8 Remedies on Breach. In addition to the remedies granted by these bylaws for the collection of assessments, the association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section, to enter the unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the co-owner of the unit will reimburse the association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of



the association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions contained in this section shall not apply to the commercial activities of the developer during the development and sales period. The developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and such access to, from, and over the property as may be reasonable to enable development and sale of the entire project.

8.10 Assignment and Succession. Any of the rights granted to or reserved by the developer in the condominium documents or by law may be assigned by it to any other entity or to the association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the developer and recorded in the public records of the county in which the project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the developer in the condominium documents.

8.11 Water Softeners. For purposes of maintaining permitted discharge limits in the waste water treatment system that serves the Condominium, the use of sodium chloride in water softeners installed in Units or elsewhere within the condominium is prohibited. Potassium chloride or such other treatment as approved by the Municipality or MDEQ is permitted.

8.12 Water Access. No Co-owner shall have any access to the water appurtenant to the Condominiums. The developer may make boat slips available as a separate transaction to a limited number of Co-owners if and when those slips become available.

8.13 Wetland Protection. Except as shown on the plans approved by the municipality, all common element land areas, and all portions of Units and limited common elements that are adjacent to or within the boundaries of designated wetlands, shall remain in their natural state and shall not be altered or disturbed by either the Co-owners or the Association without the approval of the municipality and the developer and without first obtaining all other necessary federal, state and local permits. There shall be no prohibited activity within regulated wetlands unless permits have first been obtained from the Michigan Department of Environmental Quality. Activities prohibited by this provision include but are not limited to cutting, filling, dredging and removal of vegetation from the wetlands. Portions of the land in Iron Bridge at Wheeler Landing are green space and wetlands, some of which may be protected by state and federal law. Under these laws, any disturbance of a wetland may be done only after a permit has been obtained from the agency having jurisdiction over wetlands (currently at the Michigan Department of Environmental Quality). Penalties for non-compliance are substantial. The association will assess substantial fines and penalties and will seek recovery of money damages and other remedies, as provided in the condominium documents, for violations of the provisions of this section. It shall be the duty of the association to preserve the wetlands by enforcement of this section.

8.14 Compliance with Regulations. The developer and each Co-owner and his or her agents, employees and contractors shall comply with all soil protection laws, ordinances and regulations, including but not limited to the Michigan Soil Erosion and Sedimentation Control Act. No digging or excavation may be conducted at any depth more than 12 inches below grade except for the replacement of existing trees, shrubs and facilities. No construction or clearing of any land within Iron Bridge at Wheeler Landing shall commence without first obtaining any required soil erosion and sedimentation control permit. Silt fencing and other soil



erosion controls and devices shall be erected, installed and maintained at all times required by the permits issued. Without limiting the generality of the foregoing, no activity shall be conducted on any part of the condominium premises that may cause the risk of soil erosion. This provision may not be modified, amended or terminated without the consent of the municipality.

8.15 Storage Prohibited. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property, firewood, or trash or refuse of any kind, which shall be stored in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. Reasonably sized trash receptacles shall be maintained in garages 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. Automobiles may only be washed on the limited common element driveway in front of each garage.

8.16 Obstruction. Pedestrian pathways, yards, landscaped areas, roads and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements.

8.17 Access to units. The Association or its duly authorized agents shall have access to each condominium unit from time to time during reasonable working hours and 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 condominium unit at all times without notice as may be necessary to make emergency repairs to prevent damage to that condominium unit, the common elements or to another condominium unit. It shall be the responsibility of each Co-owner to provide the Association with means of access to his condominium unit 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 condominium unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

8.18 Co-owner Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements except in such Co-owner's patio area appurtenant solely to his/her unit wherein landscaping and ornamentation shall be installed and maintained by the Co-owner with the approval of materials and design by the Association, and subject to Section 8.14. The Board of Directors may also designate such other areas adjacent to each unit wherein a Co-owner may install approved landscaping.

8.19 Motorized Vehicles. Use of motorized vehicles anywhere on the condominium premises other than passenger cars and authorized maintenance vehicles is prohibited. The Board of Directors may, by duly adopted regulations, make reasonable exceptions to this section.

8.20 Developer Exemption. None of the restrictions contained in this Section 8 shall apply to the commercial activities or signs, if any, of the Developer during the construction and



sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein, as the same may be amended from time to time. For the purposes of this section, the construction and sales period shall be deemed to continue so long as the Developer owns any condominium unit which it offers for sale. Until all condominium units in the entire condominium project are sold by the Developer, the Developer shall have the right to maintain a sales office, construction office, model condominium units, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by the Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

8.21 Developer Approval. During the construction and sales period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained; nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any unit; nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors and assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plans or specifications, or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential Development, and shall be binding upon both the Association and upon all Co-owners.

8.22 Protective Measures. All Co-owners, their tenants and invitees, shall maintain the heat in their units to a minimum of 55 degrees because of the danger of freezing water pipes that would damage the common elements or other units. Garage doors shall remain closed at all times when the garages are not in active use.

Section 9 MORTGAGES

9.1 Notice to Association. Any co-owner who mortgages a unit shall notify the association of the name and address of the mortgagee (referenced in this section as a "mortgagee"), and the association will maintain such information. The information relating to mortgagees will be made available to the developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagee concerning actions requiring consent or notice to mortgagees under the condominium documents or the act.

9.2 Insurance. The association shall notify each mortgagee of the name of each company insuring the condominium against fire, perils covered by extended coverage, and



vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation, a mortgagee has the following rights:

- a. *Inspection and notice.* Upon written request to the association, a mortgagee will be entitled to: (1) inspect the books and records relating to the project upon reasonable notice; (2) receive a copy of the annual financial statement that is distributed to co-owners; (3) notice of any default under the condominium documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (4) notice of all meetings of the association and its right to designate a representative to attend the meetings.
- b. *Exemption from restrictions.* A mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage or by deed in lieu of foreclosure, shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged unit in the condominium documents.
- c. *Past-due assessments.* A mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage, or by deed in lieu of foreclosure, shall take the unit free of any claims for unpaid assessments on charges against the mortgaged unit that accrue prior to the time the mortgagee comes into possession, except for assessments having priority as liens against the unit or claims for a pro rata share of such assessments or charges resulting from a reallocation of such assessments charged to all units including the mortgaged unit.

9.4 Additional Notification. When notice is to be given to a mortgagee, the board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of units in the condominium if the board has notice of such participation.

Section 10 LEASES

10.1 Notice of Lease. A co-owner, including the developer, intending to lease a unit, shall disclose that fact in writing to the association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the association with a copy of the lease form. No unit shall be leased for a period of less than 180 days without the prior written consent of the association.

10.2 Terms of Lease. Non-co-owner occupants of a unit shall comply with all the conditions of the condominium documents of the project, and all lease and rental agreements must require such compliance. Failure to comply shall be a default under the terms of the lease for which eviction is the authorized remedy under section 10.3(c) below.

10.3 Remedies of Association. If the association determines that any non-co-owner occupant has failed to comply with any conditions of the condominium documents, the association may take the following action:



- a. *Notice.* The association shall notify the co-owner of the unit by certified mail advising of the alleged violation by the non-co-owner occupant.
- b. *Investigation.* The co-owner will have 15 days after mailing of the notice to investigate and correct the alleged breach by the non-co-owner occupant or to advise the association that a violation has not occurred.
- c. *Legal action.* If, after 15 days, the association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against both the co-owner and the non-co-owner occupant for breach of the conditions of the condominium documents. The relief provided for in this section may be by summary proceeding. The costs incurred by the Association for any activity under this Section, including reasonable attorney fees may be included in the claim for damages and/or assessed against the unit's Co-owners'. The association may hold both the non-co-owner occupant and the co-owner liable for any damages to the common elements caused by the co-owner or non-co-owner occupant in connection with the unit or the project.

10.4 Liability for Assessments. If a co-owner is in arrears to the association for assessments, the association may give written notice of the arrearage to a non-co-owner occupant occupying the co-owner's unit under a lease or rental agreement and the non-co-owner occupant, after receiving such notice, shall deduct from rental payments due the co-owner the full arrearage, and future assessments as they fall due, and pay them to the association. Such deductions shall not be a breach of the lease agreement by the non-co-owner occupant.

Section 11 TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual co-owner may, without restriction under this section, sell, lease, give, devise, or otherwise transfer the co-owner's unit, or any interest in the unit, to a spouse or to the co-owner's child, parent, brother, sister, grandchild or descendant, or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the co-owner or a spouse, child, parent, brother, sister, grandchild or descendant, or any one or more of them. A partnership or corporation that owns a unit may also transfer or convey the unit or any interest therein to an individual partner or shareholder, or to another entity owned and controlled by the transferor without restriction. Notice of any such unrestricted transfer shall be given to the association within five days following consummation of the transfer.

11.2 Notice to Association. Whenever a co-owner shall propose to sell, give, devise, or otherwise transfer the co-owner's unit, or any interest in the unit, to any person or entity other than a person or entity described in section 11.1, the co-owner shall give the association not less than 15 days' prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the co-owner and shall state the name and address of the proposed transferee. The notice shall also include a copy of the proposed terms of sale or other documents, if any, affecting the transfer.

11.3 First Option of Association.

- a. If a co-owner proposes to sell a unit or any interest therein to a person or entity other than



a person or entity described in section 11.1, for a period of 15 days following the date notice of the proposed transfer is given to the association, the association shall have the right, at its option, to purchase the unit or interest being sold from the co-owner (the "transferring party") upon the terms described in the notice.

- b. If a co-owner proposes to make a gift of a unit or any interest in a unit to any person or entity other than a person or entity described in section 11.1 above, for a period of 30 days following the date notice of the proposed transfer is given to the association, the association shall have the first right, at its option, to purchase the unit or interest. The price to be paid by the association for the unit shall be agreed upon by the co-owner (the "transferring party") and the association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in section 11.3 (d) below.
- c. If a co-owner dies and under applicable law the co-owner's unit or any interest therein is subject to a probate proceeding, then during a period of three months after appointment of a personal representative of the deceased co-owner, the association shall have the first right, at its option, to purchase the unit either from the devisee named in the deceased co-owner's will, if any, or from the appointed personal representative of such deceased co-owner who is empowered or authorized to sell the unit (the "transferring party"). However, this option shall not apply to any transfer upon the death of a co-owner to a person or entity described in section 11.1 above. The price to be paid by the association for the unit or interest shall be agreed upon by the association and the transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in section 11.3(d) below.
- d. If the price to be paid by the association for a condominium unit or interest therein pursuant to subsections (b) or (c) above is not promptly agreed upon, the price shall be equal to the fair market value of the unit or interest therein as determined by an MAI appraiser mutually agreed upon by the transferring party and the association, and, in the event of no prompt agreement on such an appraiser, by a majority decision of three MAI appraisers, one chosen by the transferring party, one chosen by the association, and the third chosen by the other two selected appraisers. The cost of an appraiser or appraisers shall be paid one-half by the transferring party and one-half by the association as a common expense.

11.4 Election Not to Exercise. The board shall have authority, on behalf of and in the name of the association, to elect not to exercise the options granted by this section, and shall promptly give written notice of such election to the transferring party. The association shall be deemed to have elected not to exercise its option if either (i) the association notifies the transferring party that it has elected not to exercise its option, or (ii) the association fails to notify the transferring party before the expiration of the applicable option period that the association has elected to exercise its option.

- a. If the association elects not to exercise its option, in the case of a proposed sale or gift of a unit or interest therein, the transferring party may proceed to close the proposed transfer any time within 45 days after the election. Thereafter, the transfer of the unit, or any interest therein, shall again become subject to the association's option rights as provided in this section.



- b. A certificate executed by the president, vice-president, secretary or other duly authorized officer of the association, certifying that the association has elected not to exercise its option, shall be conclusive evidence of that election. A certificate shall be furnished to the co-owner upon the co-owner's compliance with the provisions of this section, provided that the co-owner requests such a certificate from the association in writing.

11.5 Election to Exercise. The board shall have the authority to recommend to the co-owners that the association elect to exercise its option under this section as follows:

- a. In the event the board shall decide to recommend to the co-owners that the association elect to exercise its option, the board shall call and hold a meeting of all the co-owners, within 10 days following its determination to make that recommendation, for the purpose of voting upon whether the association will exercise its option. If co-owners owning not less than 60 percent in number and in value, by affirmative vote at the meeting or by written proxy or consent, elect to exercise the association's option, then the board shall promptly give written notice of the election to the transferring party.
- b. The association shall be deemed to have exercised its option if it tenders the required sum of money to the transferring party within the option period stated above.

11.6 Purchase at Judicial Sale. The board shall have the power and authority to bid and purchase, for and on behalf of the association, any unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the act, an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the co-owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the board or its duly authorized agent may bid and pay for the unit.

11.7 Financing of Purchase. The board shall have authority to make mortgage arrangements and special assessments proportionately among the respective co-owners, and other such financing arrangements as authorized by the vote of the co-owners, in order to close and consummate the purchase of a unit by the association. No such financing arrangement may be secured by an encumbrance on any interest in the project other than the unit to be purchased and the limited common elements appurtenant to the unit.

11.8 Miscellaneous.

- a. A transfer of a unit to the association or the holder of any mortgage on a unit that comes into possession of the mortgaged unit in the manner provided by sections 5 or 9 shall not be subject to the provisions of this section.
- b. The association shall hold title to any unit acquired pursuant to this section in the name of the association or a nominee delegated by the board, for the sole benefit of all co-owners. The board shall have the authority at any time to sell, lease, or sublease the unit on behalf of the association upon such terms as the board shall deem desirable, but in no event shall a unit be sold for less than the amount paid by the association to purchase the unit unless co-owners owning not less than 60 percent in number and in value first authorize the sale for such lesser amount.
- c. The provisions of this section with respect to the association's option rights shall be and remain in full force and effect until the project as a whole shall be sold unless the



provisions of this section are sooner rescinded or amended by the co-owners.

- d. If any transfer of a unit is made or attempted without complying with the provisions of this section, the grantee's interest in the unit shall remain subject to the exercise by the association of its option after the transfer and the transfer shall be further subject to each and all of the rights and options of and remedies and actions available to the association.
- e. Except as otherwise provided in the master deed or in these bylaws, in the event of any transfer of a unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

Section 12 ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the master deed, bylaws, or other condominium documents, and any disputes, claims, or grievances arising among or between co-owners or between co-owners and the association may, upon the election and written consent of the parties to the dispute, claim, or grievance, and written notice to the association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The commercial arbitration rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the developer and any claimant with respect to any claim against the developer that might be the subject of a civil action, provided that:

- a. *Purchaser's option.* At the exclusive option of a purchaser or co-owner in the project, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, unit, or the project.
- b. *Association's option.* At the exclusive option of the association of co-owners, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim arises out of or relates to the common elements of the project, if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any co-owner or by the association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13 OTHER PROVISIONS

13.1 Definitions. All terms used in these bylaws will have the same meaning assigned



by the master deed to which the bylaws are attached, or as defined in the act.

13.2 Severability. In the event that any of the terms, provisions, or covenants of these bylaws or of any condominium document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair 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.

13.3 Notices. Notices provided for in the act, master deed, or bylaws shall be in writing and shall be addressed to the association at its registered office in the State of Michigan and to any co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The association may designate a different address for notices to it by giving written notice of such change of address to all co-owners. Any co-owner may designate a different address for notices by giving written notice to the association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid or when delivered in person.

13.4 Amendment. These bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed in the master deed.

13.5 Conflicting Provisions. In the event of a conflict between the act (or other laws of the State of Michigan) and any condominium document, the act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the condominium documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the master deed, including the condominium subdivision plan (but excluding these bylaws); and exhibits c and d.
2. these condominium bylaws;
3. the articles of incorporation of the association;
4. the rules and regulations of the association; and
5. the disclosure statement.

BAY COUNTY RESIDENTIAL CONDOMINIUM COMMUNITY SUBDIVISION PLAN NO. 59

EXHIBIT TO THE MASTER DEED IRON BRIDGE AT WHEELER LANDING CITY OF BAY CITY, BAY COUNTY, MICHIGAN

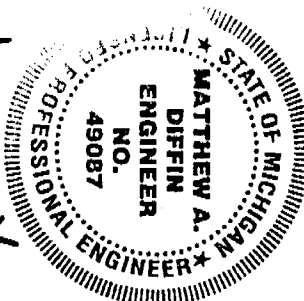
PARCEL DESCRIPTION

A parcel of land being a part of the Southwest 1/4 of the Southwest 1/4 of Section 16 and a part of the Northwest 1/4 of the Northwest 1/4 of Section 21, all in Town 14 North, Range 6 East.

A parcel of land beginning at the Northwest corner of Lot "E", F. W. Wheeler & Company's Second Addition to West Bay City, now City of Bay City, as per plat thereof recorded in Liber 3 of Plats at Page 16 of Bay County Records; thence South 41 degrees 32 minutes 30 seconds East 757.96 feet along the Southwesterly line of said Lot "E", thence South 47 degrees 51 minutes 30 seconds West 564.94 feet along the shore line of the Saginaw River to a point 294.0 feet Northerly at right angles to the Northerly right of way line of Maple Street in Mrs. E. P. Birney's Addition to Wenona, now City of Bay City, as per plat thereof recorded in Liber 2 of Plats at Page 12 of Bay County Records; if extended Southeasterly, thence North 56 degrees 15 minutes West 357.87 feet Perpendicular to the Northerly line of said Maple Street extended to the Easterly right of way line of a former P.C.R.R. spur track; thence Northeasterly 630.70 feet along the arc of curve to the left having a chord bearing and distance of North 9 degrees 39 minutes 25 seconds East 619.74 feet; thence North 39 degrees 52 minutes 30 seconds East 197.3 feet along the Southerly line of Marquette Street to the Point of Beginning. Including all land between the Northeasterly and Southwesterly lines of the above described parcel extended Southeasterly to the waters edge of the Saginaw River.

EXCEPT:

Commencing at the Northwest corner of Lot E, thence South 41 degrees 22 minutes 30 seconds East, 757.96 feet along the Southwesterly line of Lot E, thence South 47 degrees 51 minutes 30 seconds West, 119.75 feet; thence North 43 degrees 21 minutes 25 seconds East, 63.47 feet; thence North 37 degrees 24 minutes 00 seconds West, 684.69 feet; thence North 39 degrees 26 minutes 00 seconds East, 75.56 feet to the Point of Beginning.



Matthew A. Diffin
6-16-05

PLAN INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN
5. UPPER & MAIN LEVEL FLOOR PLAN UNITS A,B,C,D
6. GROUND LEVEL FOUNDATION PLAN UNITS A,B,C,D

PROPOSED
1-3-05

ALL BUILDINGS, DRIVEWAYS, UTILITIES, ROADWAYS AND LANDSCAPING SHOWN TO BE CONSTRUCTED DURING THE INITIAL DEVELOPMENT "MUST BE BUILT" UNITS A, B, C, D "MUST BE BUILT" FUTURE DEVELOPMENT AREAS "NEED NOT BE BUILT"

REGISTER OF DEEDS
CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED BAY COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 59

JOB NO. 010405

022337 208 54

6-16-05
Matta P J Jr
49087
PROFESSIONAL ENGINEER
NO. R 1
SAGINAW ENGINEER

6-16-05

EX. EDGE OF SAGINAW RIVER
B.F.E. 585.70 U.S.G.S.
B.F.E. 586.08 U.S.G.S.

Date: 10-16-05

Signature _____

BENCH MARK
AIRTOS ON HYDRANT DONE AT NW
CORNER MARQUETTE AVE. & BRADLEY
STREET BAY CITY BENCH MARK BOOM
USLS BAY CITY DATUM - 56482

William A. Dillman
Registered Civil Engineer
Registration No. 49087
Division 5, P.E. Engineers, Inc.

Bartow & King Engineers
304 W. Wackerly Road, Midland, Michigan 48641

Tel. (988) 837-3280
Fax (988) 837-3290

DATE	2.4
CRK	MD
DATE	1-3-05
DATE	2 OF 1

ZONED R2

NORTHWEST CORNER OF LOT "E"
F.W. WHEELER AND COMPANY'S
2ND. ADDITION TO WEST BAY CITY

FLETCHER OIL COMPANY, 11
20' WIDE EASEMENT FOR
PRIVATE RAIL ROAD 5419
11529 1007 5419 234.

MARQUETTE AVENUE
END. 3/4" PIPE

ELEV. = 593.00

ELEV.=590.01
24' COTTONWOOD

PAGES 385-390

END 2 1/2" DIST

LIMITS OF ROAD
RIGHT-OF-WAY

**IRON BRIDGE PARCEL
ZONED M-2
(PROPOSED REZONING RM-1)**

LIAM C. ROESE TO WILLIAM C. ROESE
(OUT CLERK L1411, P.022)

UTILITIES EASEMENT

WESTERLY LINE OF LOT "E"
-F.W. WHEELER AND
COMPANY'S 2ND. ADDITION
TO WEST BAY CITY

WHEELER LANDING INC. MARINA
PROPERTY (L.1212, P.561)

INC. (L)

**WHEELER
LANDING**

ZONED MD

SURVEYOR'S CERTIFICATE

PROPOSED

SURVEY PLAN

**IRON BRIDGE
AT WHEELER LANDING
A RESIDENTIAL CONDOMINIUM COMMUNITY
CITY OF BAY CITY, BAY COUNTY, MICHIGAN**

LOCATION MAP

PARCEL DESCRIPTION

A parcel of land being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18 and a part of the Northwest 1/4 of the Northwest 1/4 of Section 21. of in Town 14 North, Range 5 East.

[illegible]

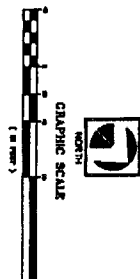
Commenting at the Northwest corner of Lot E: thence South 41 degrees 22 minutes 50 seconds East, 757.95 feet along the Southwesterly line of Lot E; thence South 47 degrees 51 minutes 30 seconds West, 119.75 feet; thence North 43 degrees 21 minutes 25 seconds West, 65.47 feet; thence North 37 degrees 24 minutes 00 seconds West, 694.69 feet; thence North 38 degrees 28 minutes 00 seconds East, 75.56 feet to the Point of Beginning.

PROPOSED
1-3-05

MARQUETTE AVENUE

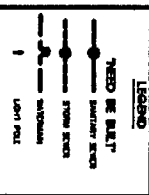
FLETCHER OIL COMPANY, INC.
20' WIDE EASEMENT FOR
PRIVATE RAIL ROAD SPUR
LIBER 1092, PAGE 236

S39°32'30"W
121.74'



"NEED BE BUILT"

WHEELER LANDING



PROPOSED
1-3-05

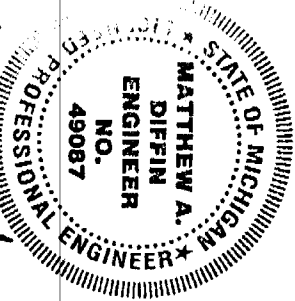
UTILITY PLAN

IRON BRIDGE
AT WHEELER LANDING
A RESIDENTIAL CONDOMINIUM COMMUNITY
CITY OF BAY CITY, BAY COUNTY, MICHIGAN

Barlow & King Engineers
304 W. Wackerly Road, Midland, Michigan 48640
Tel. (989) 837-3380
Fax. (989) 837-3350

DATE	1-3-05
BY	AK
CHECKED	AK
SCALE	AS SHOWN

Justin A. Diefen
6-16-05



LIBER 2337

PAGE 597



SAGINAW RIVER

FUTURE DEVELOPMENT
"NEED NOT BE BUILT"

HYDRANT
(TYP.)

CATCH BASIN
(TYP.)

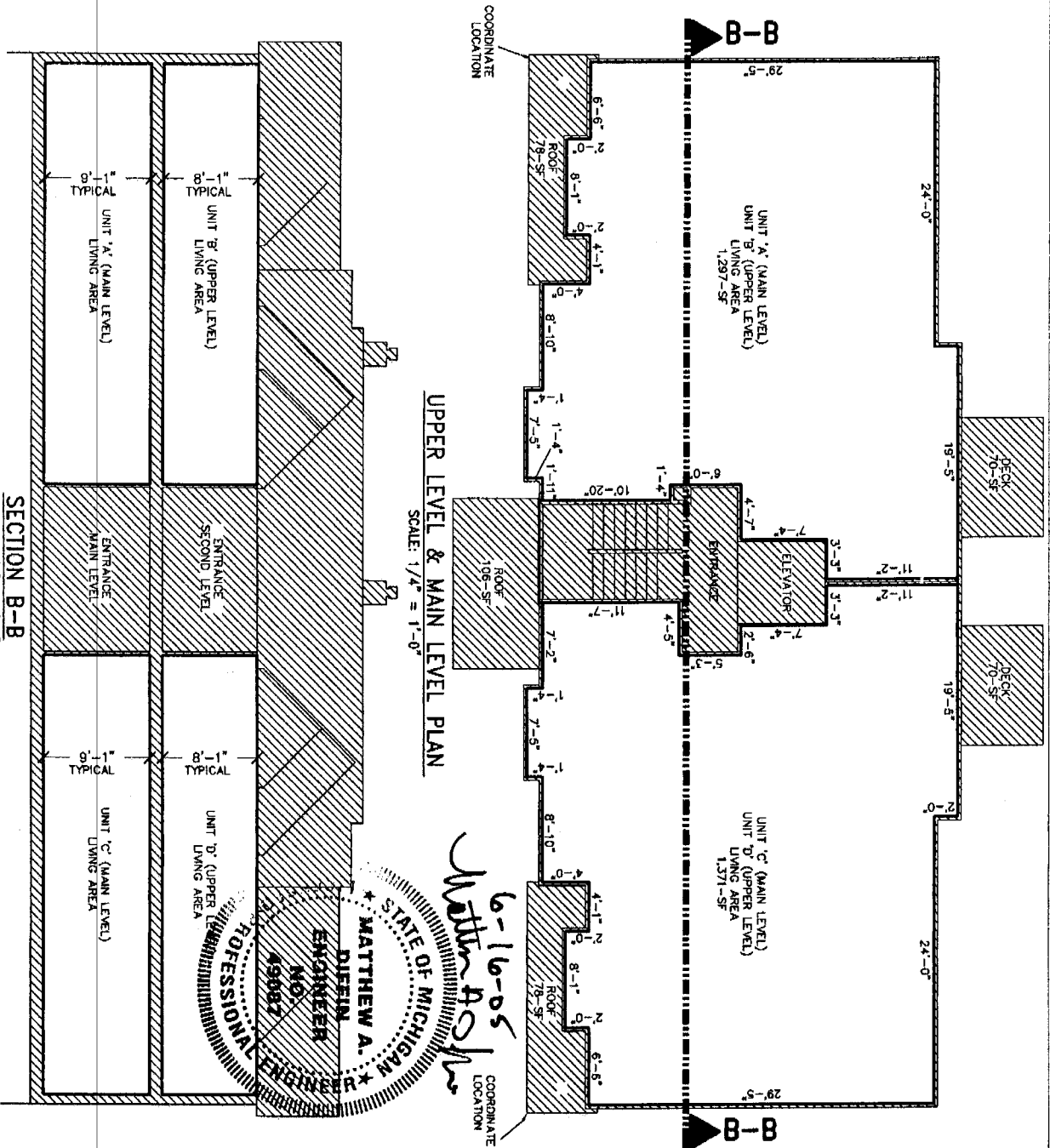
SANITARY MANHOLE
(TYP.)

30' PUBLIC UTILITY EASEMENT

NOTE:
ALL AREAS SHOWN WITHIN THE LIMITS OF DEVELOPMENT
ARE GENERAL COMMON ELEMENTS EXCEPT FOR THOSE
AREAS DESIGNATED AS LIMITED COMMON ELEMENTS.

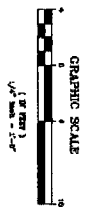
SANITARY SEWER SYSTEM, WATER SYSTEM, AND STORM
DRAINAGE SYSTEM SHALL BE OWNED, OPERATED,
MAINTAINED BY THE CONDOMINIUM ASSOCIATION. THE
ASSOCIATION SHALL ALSO BE RESPONSIBLE FOR THE
OPERATION & MAINTENANCE OF THE EXISTING PRIVATE
SANITARY SEWER WHICH SERVES THE SITE LOCATED
ON WHEELER AND ACROSS THE LANDING PROPERTY TO
THE PUBLIC ROAD RIGHT-OF-WAY.

SECTION B-B
SCALE: 1/4" = 1'-0"



UPPER LEVEL & MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"

6-16-05
Matthew A. Diehl
STATE OF MICHIGAN
PROFESSIONAL ENGINEER
NO. 49087



NOTES:

1. ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
2. REFER TO SITE PLAN FOR COORDINATES AT LOCATIONS SHOWN.
3. THE INFORMATION SHOWN ON THIS DRAWING WAS OBTAINED FROM ARCHITECTURAL PLANS FURNISHED BY THE DEVELOPER. NO GUARANTEE IS MADE EITHER AS TO COMPLETENESS OR ACCURACY.
4. ALL FLOOR AREAS SHOWN ARE CALCULATED USING INTERIOR DIMENSIONS.
5. FOR CLARITY THE EXTERIOR WALLS, INCLUDING COLUMNS AND ARCHITECTURAL DETAILS, ARE SHOWN UNIFORM IN THICKNESS DIMENSIONS. HOWEVER, THE EXTERIOR WALLS, COLUMNS AND ARCHITECTURAL DETAILS DO VARY IN THICKNESS AND LOCATION DIMENSIONS. THESE VARIATIONS LOCATED WITHIN THE LIMITED COMMON ELEMENTS WERE CONSIDERED INCONSEQUENTIAL AND NEGLECTED IN THE AREA CALCULATIONS.

□ LIMITED COMMON ELEMENT
▨ GENERAL COMMON ELEMENTS
— UNITS OF OWNERSHIP



LIBER 2337

PAGE 598

4 UNIT DUPLEX
UPPER & MAIN LEVEL FLOOR PLAN
UNITS A,B,C,D
SECTION B-B
IRON BRIDGE
AT WHEELER LANDING
A RESIDENTIAL CONDOMINIUM COMMUNITY
CITY OF BAY CITY, BAY COUNTY, MICHIGAN

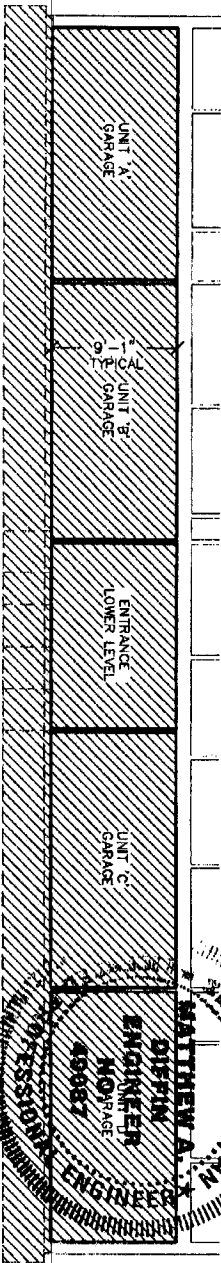
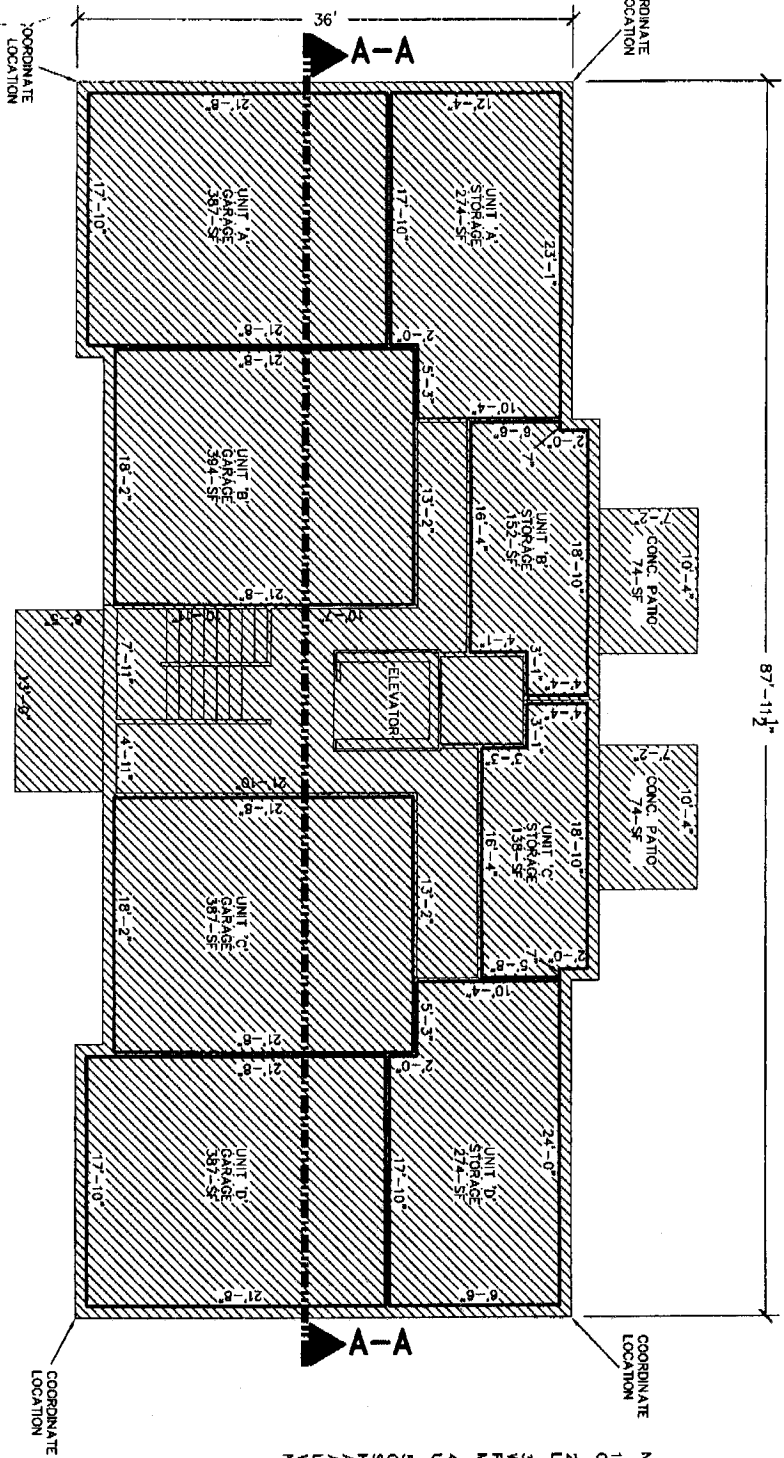
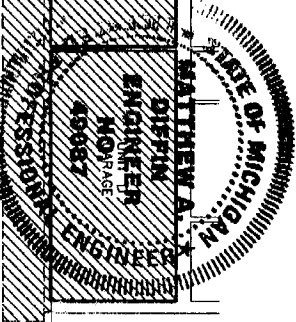
PROPOSED
1-3-05

Barlow & King Engineers
304 W. Woodruff, Suite 600, Midland, Michigan 48640
Tel. (509) 837-3280
Fax. (509) 837-3290

DATE: 6-16-05
BY: [Signature]
5 OF 6



dwg\2001\010405\Master Deed\07-elev.dwg, 6/16/2005 4:21:46 PM

SECTION A-A
SCALE: 1/4" = 1'-0"GROUND LEVEL PLAN
SCALE: 1/4" = 1'-0"Matthew P. D. Jr.
6-16-05PROPOSED
1-3-054 UNIT DUPLEX
GROUND LEVEL / FOUNDATION PLAN
UNITS A,B,C,D
SECTION A-AIRON BRIDGE
AT WHEELER LANDING
= A RESIDENTIAL CONDOMINIUM COMMUNITY =
CITY OF BAY CITY, BAY COUNTY, MICHIGANBarlow & King Engineers
304 W. Wackerly, Suite 600, Midland, Michigan 48640
Tel. (989) 837-3280
Fax. (989) 837-3280DRAWN BY: J.K.
CHECKED BY: M.D.
DATE: 1-3-05
PAGE: 5 OF 6

NOTES:

1. ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
2. REFER TO SITE PLAN FOR COORDINATES AT LOCATIONS SHOWN.
3. THE INFORMATION SHOWN ON THIS DRAWING WAS OBTAINED FROM ARCHITECTURAL PLANS FURNISHED BY THE DEVELOPER. NO GUARANTEE IS MADE EITHER AS TO COMPLETENESS OR ACCURACY.
4. ALL FLOOR AREAS SHOWN ARE CALCULATED USING INTERIOR DIMENSIONS.
5. FOR CLARITY THE EXTERIOR WALLS, INCLUDING COLUMNS AND ARCHITECTURAL DETAILS, ARE SHOWN UNIFORM IN THICKNESS DIMENSION; HOWEVER, THE EXTERIOR WALLS, COLUMNS AND ARCHITECTURAL DETAILS DO VARY IN THICKNESS AND LOCATION DIMENSION. THESE VARIATIONS WERE NOTED IN THE FIELD AND ELEMENTS WERE CONSIDERED IN THE AREA CALCULATIONS AND NOTED IN THE AREA CALCULATIONS.

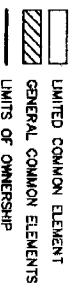




EXHIBIT C
SANITARY SEWER AGREEMENT

This Agreement made and entered into this 27 day of September, 2004 by and between the City of Bay City (hereinafter "City"), a Michigan municipal corporation, of 300 Washington Avenue, Bay City, Michigan 48708 and Iron Bridge at Wheeler Landing, LLC, (hereinafter "Iron Bridge"), a Michigan limited liability company, of 904 Starkweather, Plymouth, Michigan 48170.

WITNESSETH:

Whereas, Iron Bridge is presently engaged in the development and improvement of a certain parcel of land to be known as Iron Bridge Condominiums, Exhibit A, and

Whereas, upon completion of the project Iron Bridge Condominiums will consist of 13 condominium buildings, and

Whereas, Iron Bridge is providing for the installation of certain sanitary sewer lines to serve Iron Bridge Condominiums and such sewer lines are to be connected with the City's municipal sewer system at a location to be determined at or near the entrance to the condominium project, and

Whereas, the entire sewer system within Iron Bridge Condominiums is to be a private system within the operation, control and maintenance of Iron Bridge, its successors and assigns, in compliance with Article II of Chapter 106 of the Bay City Code of Ordinances and all applicable state and federal laws, rules and regulations, and

Whereas, the City waives any right that it may have to operate the sanitary sewer system within the boundaries of Iron Bridge Condominiums;

Now Therefore; it is hereby agreed and covenanted as follows:

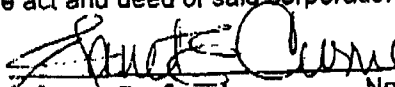
1. Iron Bridge may maintain a private sewer system within the boundaries of Iron Bridge Condominiums, Exhibit A, in compliance with Article II of Chapter 106 of the Bay City Code of Ordinances and all applicable state and federal laws, rules and regulations.
2. City hereby grants Iron Bridge permission to hook up and connect its sewer system to the City's main sewer line located at the property line adjacent to Marquette Avenue. All such installations, hookups and connections, together with all accessories, to be done at the sole cost and expense of Iron Bridge, its successors and assigns. Iron Bridge, its successors and assigns, agree to pay to City all regular tap-in fees, meter fees and sewer service charges imposed by the City pursuant to Article II of Chapter 106 of the



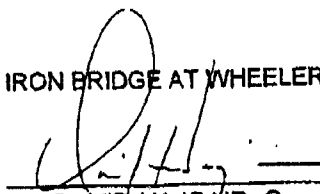
STATE OF MICHIGAN)
)ss.
COUNTY OF BAY)



On this 27 day of September, 2004, before me, a Notary Public in and for said County, appeared ROBERT J. KATT, to me personally known, who, being duly sworn, did for himself, say that he is the Mayor of the City of Bay City, the municipal corporation named herein and which executes the within instrument and that said instrument was signed in behalf of said corporation by authority of its Commission and acknowledged said instrument to be the free act and deed of said corporation.


 Janet E. Cuffie, Notary Public
 Bay County, Michigan
 My Commission Expires: 9/28/05

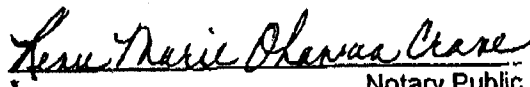
Dated this 27 day of September, 2004. IRON BRIDGE AT WHEELER LANDING, LLC


 By: DAVID HAJCIAR, Company Officer for
 Iron Bridge at Wheeler Landing, LLC

STATE OF MICHIGAN)
) ss.
 COUNTY OF BAY)

The foregoing instrument was acknowledged before me this 27 day of September, 2004, by David Hajciar, Officer of Iron Bridge at Wheeler Landing, LLC, on behalf of the limited liability company.

RENÉE MARIE CROMBIE
 Notary Public for the State of Michigan
 Commission Expires 10/1/2008
 My Commission Expires: 10/1/2008


 Renee Marie Crombie, Notary Public
 Bay County, Michigan
 My Commission Expires: _____

*The name of the Notary Public must be printed, typewritten or stamped immediately beneath the signature of that person.

Legal Description Attached as
 Exhibit "A"
 Tax Parcel No. 9-13-21-126-001

When recorded return to:

Bay City Clerk
 301 Washington Avenue
 Bay City, MI 48708

Prepared by:
 Neil P. Wackerly, Esq., (P27812)
 ALLSOPP, KOLKA & WACKERLY, P.C.
 509 E. Midland Street
 Bay City, MI 48706
 (989) 893-1661



EXHIBIT D
WATER SERVICE AGREEMENT

This Agreement made and entered into this 27 day of September, 2004 by and between the City of Bay City (hereinafter "City"), a Michigan municipal corporation, of 300 Washington Avenue, Bay City, Michigan 48708 and Iron Bridge at Wheeler Landing, LLC (hereinafter "Iron Bridge"), a Michigan limited liability company, of 904 Starkweather, Plymouth, Michigan 48170,

WITNESSETH:

Whereas, Iron Bridge is presently engaged in the development and improvement of a certain parcel of land to be known as Iron Bridge Condominiums, Exhibit A, and

Whereas, Iron Bridge is providing for the installation of certain water lines to serve Iron Bridge Condominiums and such water lines are to be connected with the City's municipal water system at a location to be determined at or near the entrance to the condominium project, and

Whereas, the entire water system within Iron Bridge Condominiums is to be a private system within the operation, control and maintenance of Iron Bridge, its successors and assigns, in compliance with Article III of Chapter 106 of the Bay City Code of Ordinances and all applicable state and federal laws, rules and regulations, and

Whereas, the City waives any right that it may have to operate the water system within the boundaries of Iron Bridge Condominiums;

Now Therefore; it is hereby agreed and covenanted as follows:

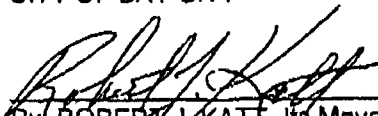
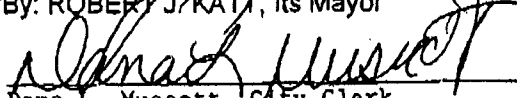
1. Iron Bridge may maintain a private water system within the boundaries of Iron Bridge Condominiums, Exhibit A, in compliance with Article III of Chapter 106 of the Bay City Code of Ordinances and all applicable state and federal laws, rules and regulations.
2. City hereby grants Iron Bridge permission to hook up and connect its water system to the City's water main located at the property line adjacent Marquette Avenue. All such installations, hookups and connections, together with all accessories, to be done at the sole cost and expense of Iron Bridge, its successors and assigns. Iron Bridge, its successors and assigns, agree to pay to City all regular tap-in fees, meter fees and water charges, imposed by the City pursuant to Article III of Chapter 106 of the Bay City Code of Ordinances, or as the same may be changed or modified from time to time.



3. All the aforesaid work by owner to be done upon approval of the plans and specifications therefore by the City Engineer and the Superintendent of the Water Department.
4. City shall have the right to perform periodic cross-connection inspections in accordance with state statues or Article III of Chapter 106 of the Bay City Code of Ordinances. A prohibition against cross-connections exists as set forth in Section 106-419 of the Bay City Code of Ordinances.
5. The water system shall be kept in good working condition. Private fire service mains, hydrants and appurtances shall be installed and maintained in accordance with all codes, including the fire code. The City and the Bay City Fire Department will not be liable for loss or damage to persons or property, including the water system, resulting from alleged negligence, i.e. water "surge" or water "hammer", by its officers, employees or firefighters carrying out emergency services.
6. Iron Bridge, its successors and assigns, further agrees and covenants to indemnify and hold City harmless from any liability of any type arising out of or in connection with the water system installation and hookup, and the operation and maintenance thereof, within Iron Bridge Condominiums.

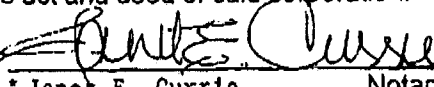
This instrument is exempt from the county Real Estate Transfer Tax, MCLA 207.505(a), and the State Real Estate Transfer Tax Act, MCLA 207.526(a), the consideration for the property being less than \$100.00.

Dated this 27 day of September, 2004. CITY OF BAY CITY


By: ROBERT J. KATT, its Mayor

Dana L. Muscott, City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF BAY)

On this 27 day of September, 2004, before me, a Notary Public in and for said County, appeared ROBERT J. KATT, to me personally known, who, being duly sworn, did for himself, say that he is the Mayor of the City of Bay City, the municipal corporation named herein and which executes the within instrument and that said instrument was signed in behalf of said corporation by authority of its Commission and acknowledged said instrument to be the free act and deed of said corporation.


* Janet E. Currie, Notary Public
Bay County, Michigan
My Commission Expires: 9/28/05



LIBER 2337

PAGE 605

Dated this 21 day of September, 2004, IRON BRIDGE AT WHEELER LANDING, LLCBy: DAVID HAJCIAR, Company Officer for
Iron Bridge at Wheeler Landing, LLCSTATE OF MICHIGAN)
)ss.
COUNTY OF BAY)The foregoing instrument was acknowledged before me this 21 day of
September, 2004, by David Hajciar, Officer of Iron Bridge at Wheeler
Landing, LLC, on behalf of the limited liability company.RENEWED BY THE STATE OF MICHIGAN
Notary Public for the State of Michigan
My Commission Expires: 12/31/2009
Acting in the County of BayDebra Marie Okuma Crowe
_____, Notary Public
Bay County, Michigan
My Commission Expires: _____

*The name of the Notary Public must be printed, typewritten or stamped immediately beneath the signature of that person.

Legal Description Attached as
Exhibit "A"
Tax Parcel No. 9-13-21-126-001

When recorded return to:

Bay City Clerk
301 Washington Avenue
Bay City, MI 48708

Prepared by:

Neil P. Wackerly, Esq., (P27812)
ALLSOPP, KOLKA & WACKERLY, P.C.
509 E. Midland Street
Bay City, MI 48706
(989) 893-1661



EXHIBIT E
**SEWERAGE SYSTEM MAINTENANCE
AND ESCROW AGREEMENT**

Iron Bridge at Wheeler Landing, LLC a Michigan limited liability company (developer), Iron Bridge at Wheeler Landing Condominium Association, a Michigan Not for Profit Corporation (Association) and Alpha Title Company, a Michigan Corporation (escrow agent) agree to the following terms and conditions:

RECITALS

1. Developer has developed the Iron Bridge at Wheeler Landing Condominium project.
2. Association will be the successor to developer in operating and maintaining the project.
3. The project includes a gravity feed, private sewerage system that connects to the City of Bay City system and is subject to a construction and maintenance permit from the Michigan Department of Environmental Quality (MDEQ) under part 41 of the Natural Resources and Environmental Protection Act (451 PA 1994) as amended.
4. The MDEQ requires that a reserve fund be set aside in escrow to ensure that sufficient funding is available and restricted for the sole purpose of continuing uninterrupted system operation and maintenance in the event that the primary funding mechanism from user fees or other assessments is inadequate or becomes unavailable.
5. Escrow agent has agreed to hold funds in an escrow account to meet the MDEQ requirement.

AGREEMENT

The parties hereby agree as follows:

- A. Developer shall deposit with Escrow Agent such funds as shall be determined necessary to meet MDEQ requirements for a "perpetual funding mechanism" for the Sewerage System serving the Iron Bridge Condominium Project. The project engineer's initial estimated budget for the operation of the system is attached hereto and incorporated herein by reference. Upon approval by MDEQ the funds designated by the engineer shall make up the escrow.
- B. Escrow agent shall release funds to Developer or the Association upon notice whenever general revenues of the Condominium are inadequate or unavailable and it is necessary to use the escrowed funds to ensure that sufficient restricted funding is available for the sole purpose of continuing uninterrupted sewerage system operation and maintenance.
- C. Escrow agent's sole responsibility shall be to hold the funds as described. Escrow agent shall have no duty to see to the proper use of funds by developer or the association, and must release funds upon written notice from the President or other authorized officer of

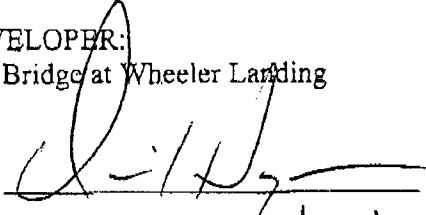


either of those parties that general revenues of the Condominium are inadequate or unavailable for continuing uninterrupted operation of the sewerage system. Escrow agent shall send written notice to MDEQ after release of any funds, but shall have no duty to secure repayment of such funds. Developer and Association agree to defend and hold escrow agent harmless against any claims, charges, costs, fees, fines, penalties and reasonable actual attorney fees arising out of improper use of funds drawn by the other parties. Escrow agent may withdraw from this agreement upon 60 days written notice to Developer prior to the transition control date, or to the Association, after the transition control date. Escrow agent's duties shall terminate upon payment of deposited funds to a new escrow agent.

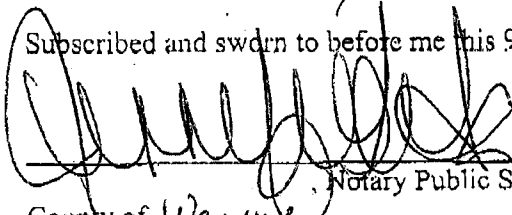
- D. If funds are drawn from the escrow accounts the developer or the association shall restore such funds as necessary to reestablish compliance with the applicable regulations.
- E. Prior to the "transitional control date" as defined in the Condominium documents the developer shall be responsible for assuring proper funding of the escrow account.
- F. After the transitional control date the association shall assume full responsibility for maintaining the escrow funds in accordance with regulations, and shall reimburse developer for any funds deposited by developer.
- G. Upon sale of all developer owned units in the condominium the developer shall have no further duties or responsibilities under this agreement.
- H. This agreement shall be filed with the MDEQ, and shall be part of the "Condominium Documents".

DEVELOPER:

Iron Bridge at Wheeler Landing

By: 

Subscribed and sworn to before me this 9 February 2005.



JENNIFER LYNN GEORGE
NOTARY PUBLIC WAYNE COUNTY, MI
MY COMMISSION EXPIRES OCT. 10, 2007

Notary Public State of Michigan

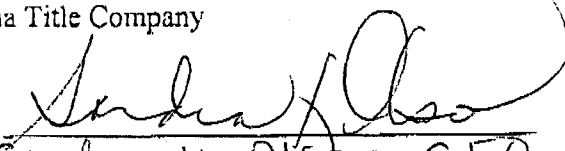
County of Wayne

My commission expires: 10-10-07

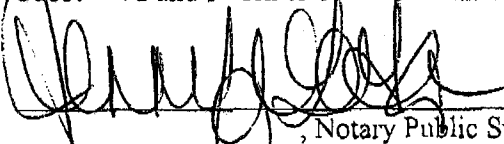
Acting in the County of Wayne



Alpha Title Company

By: Sandra K. Olson CEO

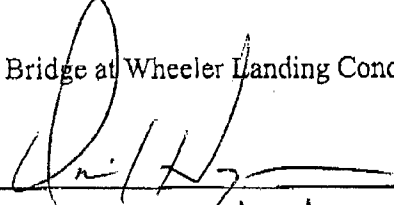
Subscribed and sworn to before me this 9 February 2005.



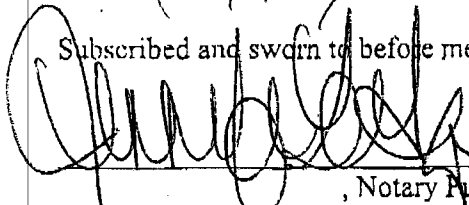
, Notary Public State of Michigan

County of WayneMy commission expires: 10-10-07Acting in the County of Wayne**JENNIFER LYNN GEORGE
NOTARY PUBLIC WAYNE COUNTY, MI
MY COMMISSION EXPIRES OCT. 10, 2007**

Iron Bridge at Wheeler Landing Condo Association

By: 

Subscribed and sworn to before me this 9 February 2005.



, Notary Public State of Michigan

County of WayneMy commission expires: 10-10-07Acting in the County of Wayne**JENNIFER LYNN GEORGE
NOTARY PUBLIC WAYNE COUNTY, MI
MY COMMISSION EXPIRES OCT. 10, 2007**

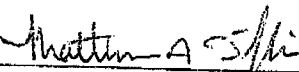


Financial Workbook For Private Wastewater Systems Operation and Maintenance

IRON BRIDGE AT WHEELER LANDING CONDOMINIUMS
TOTAL ESCROW AMOUNTS NEEDED

I, Matthew A. Diffin, P.E., a licensed professional engineer in the State of Michigan, have personally examined the design specifications and operational plans for the sewerage system project proposal for Iron Bridge at Wheeler Landing Condominiums located at in the City of Bay City, County of Bay. I hereby certify that the amount of the escrow sufficient to operate, maintain and/or replace the wastewater system on an annual basis is \$2,600.00. This amount was determined on the February 10, 2005 using the attached documents that summarize each cost of operation, maintenance and/or replacement. Additionally, I hereby certify that Iron Bridge at Wheeler Landing Condominiums will need \$12,200.00 to operate, maintain and/or replace the system for a period of five years considering reasonable inflationary costs as provided in the attached evaluation document.

Signature: _____


Matthew A. Diffin, P.E.Date: February 10, 2005Credentials: Licensed Professional Engineer, Michigan License # 6201049087***Bartow and King Engineers***1616 Tech Drive
Bay City, MI 48706
Ph: (989) 684-8850
Fax: (989) 684-8404



08/10/2006 11:13:08 AM
RECORDED
VICTORIA L ROUPE
REGISTER OF DEEDS, BAY COUNTY MICHIGAN
RECEIPT# 18434, STATION 6
\$17.00 AFFIDAVIT



LIBER 2462 PAGE 543

**IRON BRIDGE AT WHEELER LANDING
SCRIVENOR'S AFFIDAVIT
CORRECTING ERROR IN LEGAL DESCRIPTION**

STUART B. COONEY, being first duly sworn deposes and says:

1. That he is the person who drafted the Master Deed for Iron Bridge at Wheeler Landing, a Michigan Condominium recorded in Liber 2337 at pages 539 through 561, inclusive, and that he is otherwise competent to testify to matters contained herein.
2. That the legal description for the land included in said condominium contained an error in the designation of the range where the property is located.
3. That the Master Deed states Range 6 East while the correct designation is Range 5 East.
4. That the correct legal description is attached hereto as exhibit A.
5. That this affidavit is given for the purpose of correcting the scrivener's error in said Master Deed and no other provisions of said deed are affected hereby.

Dated: July 28, 2006

Affiant:

Stuart B. Cooney
5840 Lorac
Address Clarkston, MI 48346

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 28th day of July, 2006, by Stuart B. Cooney.

✓ Prepared By: Stuart B. Cooney
Karlstrom Cooney, LLP
5840 Lorac Drive
Clarkston, Michigan 48346

Constance M. Scott
Constance M. Scott, Notary Public
Oakland, County, Michigan
My Commission Expires: 9/10/2012
Acting in Oakland, County, Michigan

CONSTANCE M. SCOTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 10, 2012
ACTING IN COUNTY OF Oakland

**EXHIBIT A****IRON BRIDGE AT WHEELER LANDING**

A parcel of land beginning at the Northwest corner of Lot "E", F.W. Wheeler & Company's Second Addition to West Bay City, Now City of Bay City, as per plat thereof recorded in Liber 3 of Plats of Page 16 of Bay County Records; thence South 41 degrees 32 minutes 30 seconds East 757.96 feet along the Southwesterly line of said Lot "E", thence South 47 degrees 51 minutes 30 seconds West 584.94 feet along the shore line of the Saginaw River to a point 294.0 feet Northerly at right angles to the Northerly right of way line of Maple Street in Mrs. E. P. Birneys Addition to Wenona now City of Bay City as per plat thereof recorded in Liber 2 of Plats at Page 12 of Bay County Records; If extended Southeasterly thence North 56 degrees 15 minutes West 357.87 feet perpendicular to the Northerly line of said Maple Street extended to the Easterly right of way line of a former P.C.R.R. spur track; thence Northeasterly 630.70 feet along the arc of curve to the left having a chord bearing and distance of North 9 degrees 39 minutes 25 seconds East 619.74 feet; thence North 39 degrees 52 minutes 30 seconds East; 197.3 feet along the Southerly line of Marquette Street to the point of beginning. Including all land between the Northeasterly and Southwesterly lines of the above described parcel extended Southeasterly to the waters edge of the Saginaw River; being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 and a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, all in Town 14 North, Range 5 East.

EXCEPT

Commencing at the Northwest corner of Lot E; thence South 41 degrees 22 minutes 30 seconds East, 757.96 feet along the Southwesterly line of Lot E; thence South 47 degrees 5 minutes 30 seconds West, 119.75 feet; thence North 43 degrees 21 minutes 25 seconds West 65.47 feet; thence North 37 degrees 24 minutes 00 seconds West 684.69 feet; thence North 39 degrees 26 minutes 00 seconds East 75.56 feet to the point of beginning.

Together with and subject to easements and restrictions of record, governmental limitations and such other and further easements and restrictions as declared and reserved in this Master Deed.

13-21-126-003

to

13-21-126-070

TAX CERTIFICATE #

9071

DATE: 6-8-07

RICHARD F. BRZEZINSKI
BAY COUNTY TREASURER



07/11/2007 4:35:10 PM
RECORDED
VICTORIA L ROUPE
REGISTER OF DEEDS, BAY COUNTY MICHIGAN
RECEIPT# 27407, STATION 6
\$20.00 AMEND TO MASTER DEED



LIBER 2546

PAGE 331

**FIRST AMENDMENT TO MASTER DEED OF
IRON BRIDGE AT WHEELER LANDING**

Iron Bridge at Wheeler Landing, LLC a Michigan Limited Liability Company (the developer of Iron Bridge at Wheeler Landing) does hereby, as provided for by section 10, paragraph 10.1 of the Master Deed amends, for the first time, the master deed of said condominium development inasmuch as there are no co-owners other than said developer.

This amendment is applicable to real property situated within the City of Bay City, County of Bay, State of Michigan as more particularly described in Exhibit A to this amendment. Exhibit A to said Master Deed which is the condominium bylaws of Iron Bridge at Wheeler Landing is amended to delete, in it's entirety, section 8 (use and occupancy restrictions) paragraph 8.3, sub-paragraph i7, only.

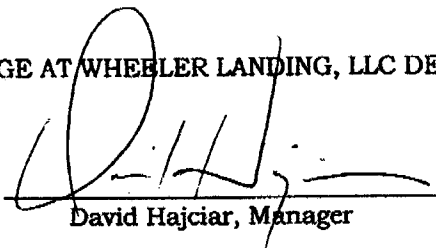
Other than the deletion provided for by this amendment said bylaws, which are attached to the Master Deed shall remain in full force and effect unless further amended pursuant to the condominium documents.

Continued on Page 2

07-11-07P12:20 RCVD



IRON BRIDGE AT WHEELER LANDING, LLC DEVELOPER

By: 

David Hajciar, Manager

STATE OF MICHIGAN)

Wayne COUNTY)

This document was acknowledged before me on June 8, 2007, by David Hajciar the Managing Member of Iron Bridge at Wheeler Landing, LLC, a Michigan Limited Liability Company, on behalf of the Company.

Subscribed and sworn to by David Hajciar, ManagerBefore me on the 8 day of June, 2007Signature Printed name Tracy M. OsannNotary public, State of Michigan, County of Wayne
My commission expires _____

TRACY M. OSANN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 05, 2011
Acting in the County of Wayne

Drafted by and when recorded return to:
✓ ROBERT L. SHARBAUGH (P20287)
35416 Heritage Lane
Farmington, MI 48335
(248) 615-9971

**LEGAL DESCRIPTION OF THE PROPERTY**

Condominium Property. The land that is being submitted to condominium ownership in accordance with the provisions of the act is described as follows:

A parcel of land beginning at the Northwest corner of Lot "E", F.W. Wheeler & Company's Second Addition to West Bay City, Now City of Bay City, as per plat thereof recorded in Liber 3 of Plats of Page 16 of Bay County Records; thence South 41 degrees 32 minutes 30 seconds East 757.96 feet along the Southwesterly line of said Lot "E", thence South 47 degrees 51 minutes 30 seconds West 584.94 feet along the shore line of the Saginaw River to a point 294.0 feet Northerly at right angles to the Northerly right of way line of Maple Street in Mrs. E. P. Birneys Addition to Wenona now City of Bay City as per plat thereof recorded in Liber 2 of Plats at Page 12 of Bay County Records; If extended Southeasterly thence North 56 degrees 15 minutes West 357.87 feet perpendicular to the Northerly line of said Maple Street extended to the Easterly right of way line of a former P.C.R.R. spur track; thence Northeasterly 630.70 feet along the arc of curve to the left having a chord bearing and distance of North 9 degrees 39 minutes 25 seconds East 619.74 feet; thence North 39 degrees 52 minutes 30 seconds East; 197.3 feet along the Southerly line of Marquette Street to the point of beginning. Including all land between the Northeasterly and Southwesterly lines of the above described parcel extended Southeasterly to the waters edge of the Saginaw River; being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 and a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, all in Town

14 North, Range 5 East.

EXCEPT

Commencing at the Northwest corner of Lot E; thence South 41 degrees 22 minutes 30 seconds East, 757.96 feet along the Southwesterly line of Lot E; thence South 47 degrees 51 minutes 30 seconds West, 119.75 feet; thence North 43 degrees 21 minutes 25 seconds West 65.47 feet; thence North 37 degrees 24 minutes 00 seconds West 684.69 feet; thence North 39 degrees 26 minutes 00 seconds East 75.56 feet to the point of beginning.

Together with and subject to easements and restrictions of record, governmental limitations and such other and further easements and restrictions as declared and reserved in this Master Deed.

Exhibit A to First Admendment of
Master Deed of Iron Bridge at Wheeler
Landing



FIRST AMENDMENT TO THE MASTER DEED IRON BRIDGE AT WHEELER LANDING CONDOMINIUM

THIS FIRST AMENDMENT to the Master Deed of Iron Bridge at Wheeler Landing Condominium previously recorded in the Bay County Records on June 6, 2005, at Liber 2337, Page 538 et seq., (the "Master Deed") and designated as Bay County Condominium Subdivision Plan #59, is made effective as of the date of the latest signature below on behalf of IRON BRIDGE, LLC, a Michigan limited liability company of 5496 Garfield Rd., Saginaw, MI 48603, (the "Successor Developer").

Authority. This First Amendment is made pursuant to the authority granted to the Successor Developer by the Michigan Condominium Act, being PA 59 of 1978, as amended, and as reserved in Article 4.8, 5.3, 9.4 and 10.2 of the Master Deed.

Intent. The Developer desires to reduce the size of the condominium project from 64 units to 35 units and by increasing the size of the unit square footage of Units 1-31 as shown in the attached Exhibit B plans.

Amendment. This instrument shall amend the Master Deed as follows:

Section 4 COMMON ELEMENTS

4.1 General Common Elements. The general common elements are:

- a. *Real estate.* The property described in section 2 of this master deed, including easement interests benefiting the condominium including, but not limited to, interests for ingress, egress, and utility installation including waste water treatment pipes, fixtures and equipment, storm water pipes, fixtures and equipment and other purposes, over, across, and through noncondominium properties but excluding individual units in the project and the real estate designated as limited common elements;
- b. *Exterior improvements.* The private roadway(s), parking spaces, and the common walkways, lawns, yards, trees, shrubs, and other improvements;
- c. *Electrical.* The street lighting system and the electrical transmission system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;

- d. *Gas*. The natural gas line network and distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;
- e. *Heating and air-conditioning (HVAC)* The heating and/or air-conditioning conduits and ducts throughout the common areas of the project, including those conduits and ducts contained within common walls, floors, and ceilings;
- f. *Water*. The interior building sprinkler system located in Units A,B,C and D. As well as the underground sprinkling system (if any) for the common elements, and the water distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;
- g. *Sanitary sewer*. The sanitary sewer system throughout the common areas of the project, including those service lines contained within common walls, floors, and ceilings;
- h. *Storm drainage*. The storm drainage and/or water retention system throughout the common areas of the project;
- i. *Telephone*. The telephone wiring system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;
- j. *Telecommunications*. The cable television and/or other telecommunications systems installed throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;
- k. *Building elements*. The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors;
- l. *Attic spaces*. The attic spaces and any other building areas not otherwise designated as a limited common element on Exhibit B;
- m. *Project entrance improvements*. Any entry signage and other improvements located at or near the entrance to the project;
- n. *Miscellaneous common elements*. All other common elements of the project not designated as limited common elements and not enclosed within the boundaries of a condominium unit, that are intended for common use or are necessary to the existence, upkeep, or safety of the project; and
- o. *Ownership of utility and telecommunications systems*. Some or all of the utility lines, equipment, and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment, and systems shall be general common elements only to the extent of the co-owners' interest in them, and the developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The limited common elements are:

- a. *Utility service lines*. The pipes, ducts, wiring, and conduits supplying service for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a condominium unit and supplying service to that unit alone;
- b. *Balconies and porches*. The balcony and/or porch attached to each unit in the project and the exterior hardware of each unit;

- c. *Delivery boxes.* The mail and/or newspaper box located on a unit or permitted by the association on the general common elements to serve the unit;
- d. *Heating and cooling appliances.* The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner, and/or compressor located within or adjacent to a unit and serving that unit exclusively;
- e. *Windows, sliders, doors, and screens.* The automatic garage door opening mechanism and the windows, sliders, doors, and/or screens located within or adjacent to any unit perimeter wall serving that unit exclusively;
- f. *Garage interiors.* Garage interior spaces located within a condominium unit, and the interior surfaces of garage walls, ceilings, and floors;
- g. *Interior unit surfaces.* The interior surfaces of perimeter walls, doors, ceilings, and floors located within a condominium unit;
- h. *Driveways and walkways.* The portion of any driveway and walkway exclusively serving the residence, located between the unit and the paved roadway;
- i. *Miscellaneous.* Any other improvement designated as a limited common element appurtenant to a particular unit or units in the subdivision plan or in any future amendment to the master deed made by the developer or the association; and
- j. *Subsequent assignment.* In the event that no specific assignment of one or more of the limited common elements described in this section has been made in the subdivision plan, the developer (during the development and sales period) and the association (after the development and sales period has expired) reserve the right to designate each such space or improvement as a limited common element appurtenant to a particular unit by subsequent amendment or amendments to this master deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the common elements will be as follows:

- a. *Limited common elements.* Each co-owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all limited common elements appurtenant to the co-owner's unit, except for the following: ;
- b. *Unit improvements and other co-owner responsibilities.* Unit co-owners shall also be responsible for snow removal of that portion of the common sidewalk (if any) adjacent to the unit. If any unit owner shall elect to construct or install any improvements to the interior of a unit or, with the prior written consent of the association, to the unit exterior or the common elements appurtenant to the unit that increase the costs of maintenance, repair, or replacement for which the association is responsible, such increased costs or expenses may, at the option of the association, be specially assessed against that unit or units;
- c. *Elevators and interior sprinklers.* Units A,B,C and D share a common elevator and interior building sprinkler system. Any maintenance, repair, replacement and improvement of the elevator or interior sprinkler system shall be paid solely by the owners of Units A,B,C and D.
- d. *Association oversight.* The appearance of the balconies, porches, driveways, and unit walkways shall at all times be subject to the approval of the association. In the event that the cleaning and decoration of such common elements by the responsible co-owner does not conform to reasonable aesthetic and maintenance standards established by the

association, the association will have the right to take such action as may be necessary to bring such common elements up to required standards and to charge all costs incurred to the owner responsible for cleaning, repair, and maintenance; and

e. *Other common elements.* The cost of cleaning, decoration, maintenance, repair, and replacement of all common elements other than as described above shall be the responsibility of the association, except to the extent of repair or replacement of a common element due to the act or neglect of a co-owner or a co-owner's agent, invitee, family member, or pet.

Exhibit A of the Master Deed is amended as follows:

By-Law Sections: 11.1, 11.2, 11.3, 11.4 and 11.5 are deleted in their entirety without replacement or modification.

Exhibit B Condominium Subdivision Plans are amended as shown on the attached plans:

Exhibit B of this Amendment is re-platted and revised to show the new size and dimensions of Units 1-31. The newly re-platted Exhibit B is attached to this First Amendment of the Master Deed showing the newly designated boundary lines for Units 1-31. Units A, B, C, D have already been constructed and accordingly, the original Exhibit B Condominium Plans recorded at Liber 2337, Page 598-599 are incorporated by reference as if set forth herein to show the condominium details of Units A, B, C and D.

All other portions of the Master Deed not in conflict with this Amendment are incorporated by reference as if set forth fully herein.

Certification and Binding Nature. The undersigned officer of Iron Bridge, LLC, as successor Developer certifies that this Amendment has been approved by the members of Iron Bridge, LLC in accordance with the provisions governing amendments of the condominium documents. In addition, the officers of Iron Bridge at Wheeler Landing Condominium Association by signing below, the Association officer accepts this Amendment on behalf of the co-owners and the Association. It is agreed that this Amendment contains covenants that shall run with the land, and therefore the burdens and benefits described herein shall be binding on and inure to the heirs, successors, assigns, and transferees of all parties hereto.

IRON BRIDGE, LLC

Dated: December 28, 2023

By: [Signature]

BERNARD KRUEGER

Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF SAGINAW)

On this 28 th day of December, 2023, BERNARD KRUEGER personally appeared before me in Saginaw County, Michigan, and acknowledged the foregoing instrument as his free act and deed on behalf of Iron Bridge, LLC as Successor Developer.

[Signature]
Arenac, Notary Public
~~Saginaw~~ County, Michigan
My Commission expires: 4/21/2027

IRON BRIDGE AT WHEELER LANDING
CONDOMINIUM ASSOCIATION

By: [Signature]
BRUCE W. BAKKE Its President

STATE OF MICHIGAN)
)ss
COUNTY OF BAY)

On this 27 th day of December, 2023, Bruce W Bakke personally appeared before me in Bay County, Michigan, and acknowledged the foregoing instrument as his free act and deed on behalf of Iron Bridge at Wheeler Landing Condominium Association.

Drafted by and when recorded return to:
Robert A. Jarema, Attorney
Smith Bovill, PC
200 St. Andrews Rd.
Saginaw, Michigan 48638
(989) 792-9641

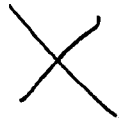
STATE OF MI
COUNTY OF Saginaw acting in Bay

Sworn to (or affirmed) and subscribed before me
this 27 day of Dec, 2023, by Bruce W Bakke

[Signature]
Notary Public's Signature

Cassy Harris
Notary Name

My Commission Expires on 11/25/2026





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Brandon Krause, Register of Deeds
Bay County, MI
INSTRUMENT 202400287
Page 1 of 19

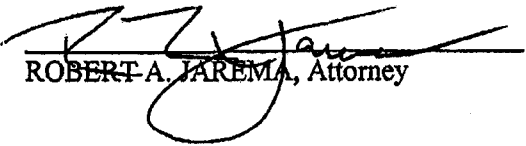
AFFIDAVIT OF CORRECTION

STATE OF MICHIGAN)
) ss.
COUNTY OF SAGINAW)

The undersigned, ROBERT A. JAREMA, Attorney, whose address is 200 St. Andrews Road, Saginaw, MI 48638, being duly sworn, states:

1. He makes this Affidavit to correct the recording of a First Amendment to the Master Deed Iron Bridge at Wheeler Landing Condominium recorded on January 4, 2024, at Document Number 202400095, Bay County Register of Deeds.
2. The First Amendment to the Master Deed stated there was an Exhibit B, Condominium Subdivision Plan attached, however, Exhibit B was inadvertently not recorded.
3. The attached is now recorded with the First Amendment to the Master Deed Iron Bridge at Wheeler Landing Condominium as Exhibit B.
4. This Affidavit is being executed and will be recorded pursuant to MCL 565.451d.

Dated: January 9, 2024


ROBERT A. JAREMA, Attorney

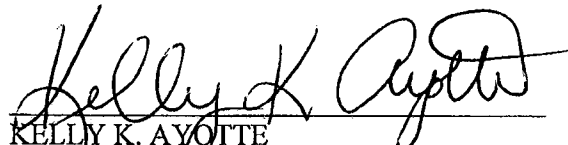
SMITH BOVILL, A Professional Corporation, 200 ST. ANDREWS ROAD, SAGINAW, MI 48638-5938

RECEIVED Register of Deeds - JR
BAY COUNTY, MI - 1/9/2024 1:46:21 PM

STATE OF MICHIGAN)

) ss.
COUNTY OF SAGINAW)

On January 9, 2024, Robert A. Jarema, Attorney, executed and acknowledged this Affidavit of Correction.


KELLY K. AYOTTE
Notary Public for Bay County, Michigan
Acting in the County of Saginaw
My Commission Expires: November 29, 2025

Prepared by:
Robert A. Jarema (P31537)
SMITH BOVILL, P.C.
200 St. Andrews Road
Saginaw, MI 49638-5938
989.792.9641



**FIRST AMENDMENT TO THE MASTER DEED
IRON BRIDGE AT WHEELER LANDING CONDOMINIUM**

THIS FIRST AMENDMENT to the Master Deed of Iron Bridge at Wheeler Landing Condominium previously recorded in the Bay County Records on June 6, 2005, at Liber 2337, Page 538 et seq., (the "Master Deed") and designated as Bay County Condominium Subdivision Plan #59, is made effective as of the date of the latest signature below on behalf of IRON BRIDGE, LLC, a Michigan limited liability company of 5496 Garfield Rd., Saginaw, MI 48603, (the "Successor Developer").

Authority. This First Amendment is made pursuant to the authority granted to the Successor Developer by the Michigan Condominium Act, being PA 59 of 1978, as amended, and as reserved in Article 4.8, 5.3, 9.4 and 10.2 of the Master Deed.

Intent. The Developer desires to reduce the size of the condominium project from 64 units to 35 units and by increasing the size of the unit square footage of Units 1-31 as shown in the attached Exhibit B plans.

Amendment. This instrument shall amend the Master Deed as follows:

Section 4 COMMON ELEMENTS

4.1 General Common Elements. The general common elements are:

- a. *Real estate.* The property described in section 2 of this master deed, including easement interests benefiting the condominium including, but not limited to, interests for ingress, egress, and utility installation including waste water treatment pipes, fixtures and equipment, storm water pipes, fixtures and equipment and other purposes, over, across, and through noncondominium properties but excluding individual units in the project and the real estate designated as limited common elements;
- b. *Exterior improvements.* The private roadway(s), parking spaces, and the common walkways, lawns, yards, trees, shrubs, and other improvements;
- c. *Electrical.* The street lighting system and the electrical transmission system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;

- d. *Gas*. The natural gas line network and distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;
- e. *Heating and air-conditioning (HVAC)*. The heating and/or air-conditioning conduits and ducts throughout the common areas of the project, including those conduits and ducts contained within common walls, floors, and ceilings;
- f. *Water*. The interior building sprinkler system located in Units A,B,C and D. As well as the underground sprinkling system (if any) for the common elements, and the water distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;
- g. *Sanitary sewer*. The sanitary sewer system throughout the common areas of the project, including those service lines contained within common walls, floors, and ceilings;
- h. *Storm drainage*. The storm drainage and/or water retention system throughout the common areas of the project;
- i. *Telephone*. The telephone wiring system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;
- j. *Telecommunications*. The cable television and/or other telecommunications systems installed throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;
- k. *Building elements*. The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors;
- l. *Attic spaces*. The attic spaces and any other building areas not otherwise designated as a limited common element on Exhibit B;
- m. *Project entrance improvements*. Any entry signage and other improvements located at or near the entrance to the project;
- n. *Miscellaneous common elements*. All other common elements of the project not designated as limited common elements and not enclosed within the boundaries of a condominium unit, that are intended for common use or are necessary to the existence, upkeep, or safety of the project; and
- o. *Ownership of utility and telecommunications systems*. Some or all of the utility lines, equipment, and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment, and systems shall be general common elements only to the extent of the co-owners' interest in them, and the developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The limited common elements are:

- a. *Utility service lines*. The pipes, ducts, wiring, and conduits supplying service for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a condominium unit and supplying service to that unit alone;
- b. *Balconies and porches*. The balcony and/or porch attached to each unit in the project and the exterior hardware of each unit;

- c. *Delivery boxes.* The mail and/or newspaper box located on a unit or permitted by the association on the general common elements to serve the unit;
- d. *Heating and cooling appliances.* The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner, and/or compressor located within or adjacent to a unit and serving that unit exclusively;
- e. *Windows, sliders, doors, and screens.* The automatic garage door opening mechanism and the windows, sliders, doors, and/or screens located within or adjacent to any unit perimeter wall serving that unit exclusively;
- f. *Garage interiors.* Garage interior spaces located within a condominium unit, and the interior surfaces of garage walls, ceilings, and floors;
- g. *Interior unit surfaces.* The interior surfaces of perimeter walls, doors, ceilings, and floors located within a condominium unit;
- h. *Driveways and walkways.* The portion of any driveway and walkway exclusively serving the residence, located between the unit and the paved roadway;
- i. *Miscellaneous.* Any other improvement designated as a limited common element appurtenant to a particular unit or units in the subdivision plan or in any future amendment to the master deed made by the developer or the association; and
- j. *Subsequent assignment.* In the event that no specific assignment of one or more of the limited common elements described in this section has been made in the subdivision plan, the developer (during the development and sales period) and the association (after the development and sales period has expired) reserve the right to designate each such space or improvement as a limited common element appurtenant to a particular unit by subsequent amendment or amendments to this master deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the common elements will be as follows:

- a. *Limited common elements.* Each co-owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all limited common elements appurtenant to the co-owner's unit, except for the following: ;
- b. *Unit improvements and other co-owner responsibilities.* Unit co-owners shall also be responsible for snow removal of that portion of the common sidewalk (if any) adjacent to the unit. If any unit owner shall elect to construct or install any improvements to the interior of a unit or, with the prior written consent of the association, to the unit exterior or the common elements appurtenant to the unit that increase the costs of maintenance, repair, or replacement for which the association is responsible, such increased costs or expenses may, at the option of the association, be specially assessed against that unit or units;
- c. *Elevators and interior sprinklers.* Units A,B,C and D share a common elevator and interior building sprinkler system. Any maintenance, repair, replacement and improvement of the elevator or interior sprinkler system shall be paid solely by the owners of Units A,B,C and D.
- d. *Association oversight.* The appearance of the balconies, porches, driveways, and unit walkways shall at all times be subject to the approval of the association. In the event that the cleaning and decoration of such common elements by the responsible co-owner does not conform to reasonable aesthetic and maintenance standards established by the

association, the association will have the right to take such action as may be necessary to bring such common elements up to required standards and to charge all costs incurred to the owner responsible for cleaning, repair, and maintenance; and

e. *Other common elements.* The cost of cleaning, decoration, maintenance, repair, and replacement of all common elements other than as described above shall be the responsibility of the association, except to the extent of repair or replacement of a common element due to the act or neglect of a co-owner or a co-owner's agent, invitee, family member, or pet.

Exhibit A of the Master Deed is amended as follows:

By-Law Sections: 11.1, 11.2, 11.3, 11.4 and 11.5 are deleted in their entirety without replacement or modification.

Exhibit B Condominium Subdivision Plans are amended as shown on the attached plans:

Exhibit B of this Amendment is re-platted and revised to show the new size and dimensions of Units 1-31. The newly re-platted Exhibit B is attached to this First Amendment of the Master Deed showing the newly designated boundary lines for Units 1-31. Units A, B, C, D have already been constructed and accordingly, the original Exhibit B Condominium Plans recorded at Liber 2337, Page 598-599 are incorporated by reference as if set forth herein to show the condominium details of Units A, B, C and D.

All other portions of the Master Deed not in conflict with this Amendment are incorporated by reference as if set forth fully herein.

Certification and Binding Nature. The undersigned officer of Iron Bridge, LLC, as successor Developer certifies that this Amendment has been approved by the members of Iron Bridge, LLC in accordance with the provisions governing amendments of the condominium documents. In addition, the officers of Iron Bridge at Wheeler Landing Condominium Association by signing below, the Association officer accepts this Amendment on behalf of the co-owners and the Association. It is agreed that this Amendment contains covenants that shall run with the land, and therefore the burdens and benefits described herein shall be binding on and inure to the heirs, successors, assigns, and transferees of all parties hereto.

IRON BRIDGE, LLC

Dated: December 28, 2023

By: [Signature]
BERNARD KRUEGER
Its: Member

STATE OF MICHIGAN)
COUNTY OF SAGINAW)ss

On this 28 th day of December, 2023, BERNARD KRUEGER personally appeared before me in Saginaw County, Michigan, and acknowledged the foregoing instrument as his free act and deed on behalf of Iron Bridge, LLC as Successor Developer.

[Signature]
Archac, Notary Public
Saginaw County, Michigan
My Commission expires: 4/21/2027

IRON BRIDGE AT WHEELER LANDING
CONDOMINIUM ASSOCIATION

By: [Signature]
BRUCE W. BAKKE Its President

STATE OF MICHIGAN)
COUNTY OF BAY)ss

On this 29 th day of December, 2023, Bruce W Bakke personally appeared before me in Bay County, Michigan, and acknowledged the foregoing instrument as his free act and deed on behalf of Iron Bridge at Wheeler Landing Condominium Association.

Drafted by and when recorded return to:
Robert A. Jarema, Attorney
Smith Bovill, PC
200 St. Andrews Rd.
Saginaw, Michigan 48638
(989) 792-9641

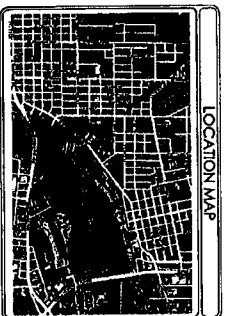
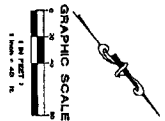
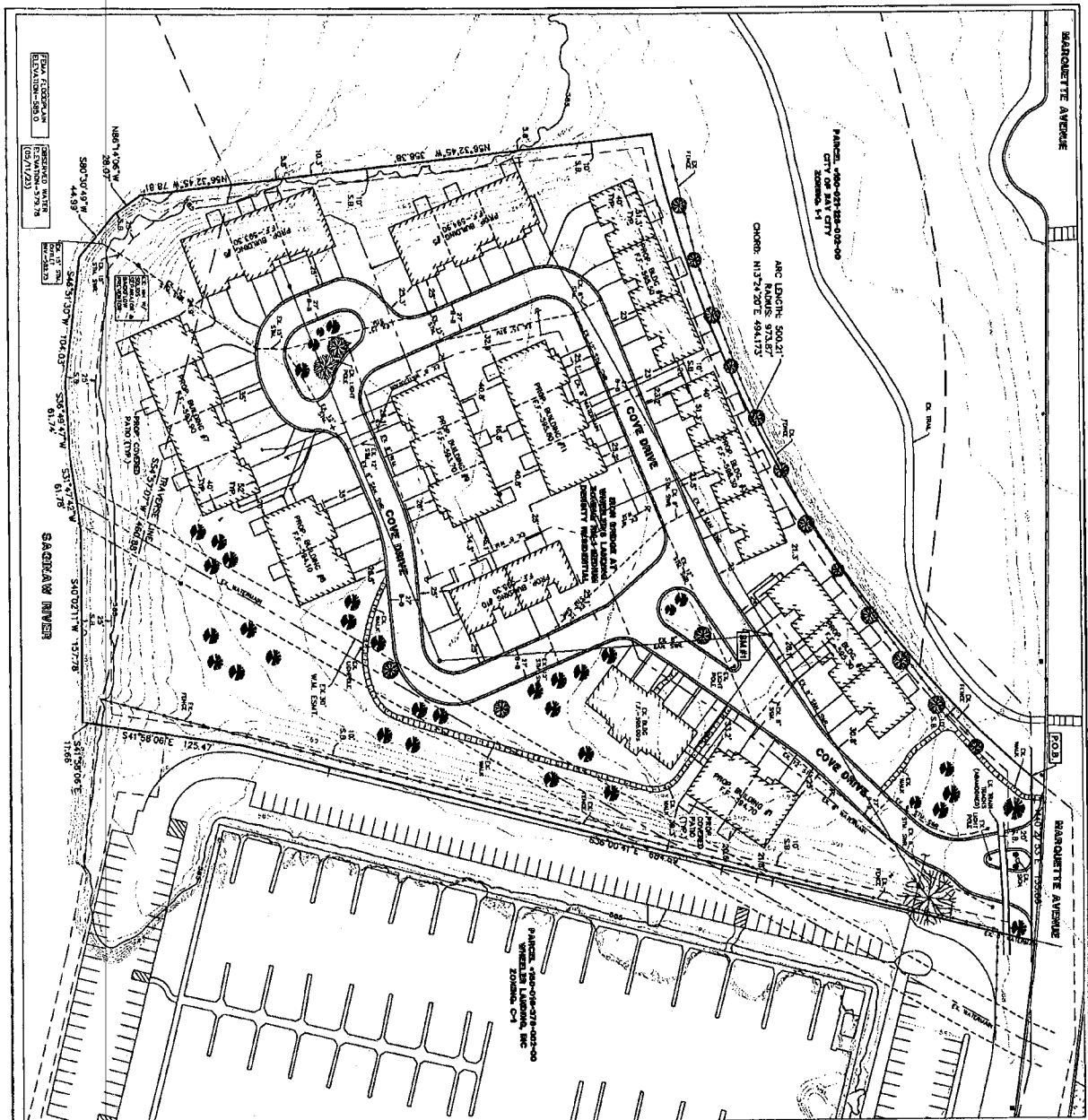
STATE OF MI
COUNTY OF Saginaw acting in Bay

Sworn to (or affirmed) and subscribed before me
this 29 day of Dec. 2023, by Bruce W Bakke

[Signature] Cassy Harris
Notary Public's Signature Notary Name
My Commission Expires on 11/25/2026



EXHIBIT B



LEGEND	
1	EXISTING / LOTLINE CORNER
2	EXISTING PROPERTY LINE
3	EXISTING CONVEYANCE
4	EXISTING CONVEYANCE
5	EXISTING CONVEYANCE
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MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Ferndale, Michigan 48223
Phone: (989) 692-5034
www.mlr-engineering.com

IRON BRIDGE AT WHEELER'S LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN
SITE PLAN

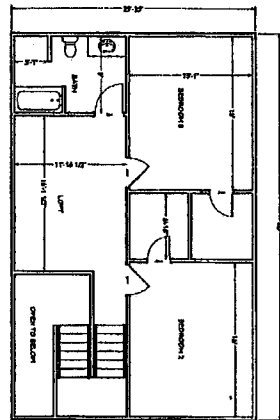
IRON BRIDGE LLC.
5498 GARFIELD ROAD
SAGINAW, MI 48603
(989) 253-5047
ATTN: BUTCH KOURGER

C2.0
MKS3620

FILE: 345-02.DWG
PROJECT WORK: KLR
DESIGNED BY: BAK
DRAWN BY: BAK
CHECKED BY: TWA
SCALE: 1"=40'
SHEET: 1 OF 1

PREPARED UNDER THE SUPERVISION OF:

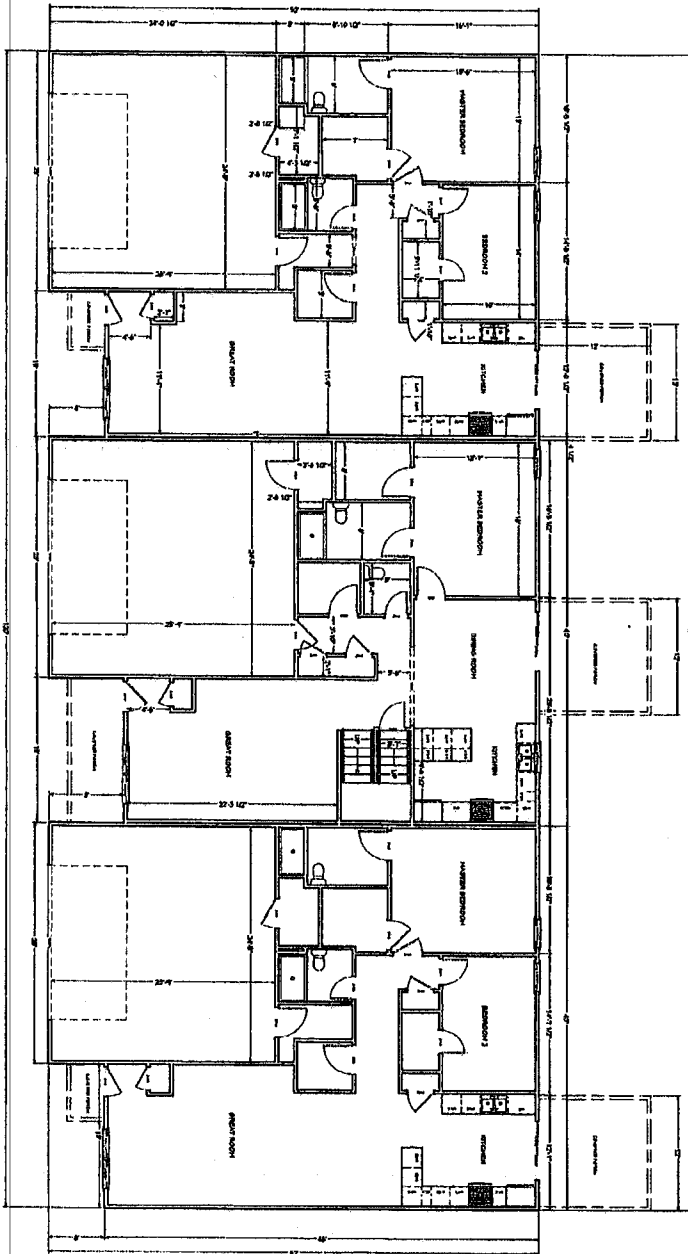
PROJECT LOG
SURVEY: 5/13/23
SITE PLAN: 6/12/23
CONSTRUCTION SET: 11/23/23



SECOND FLOOR
SCALE: 3/16" = 1'0"

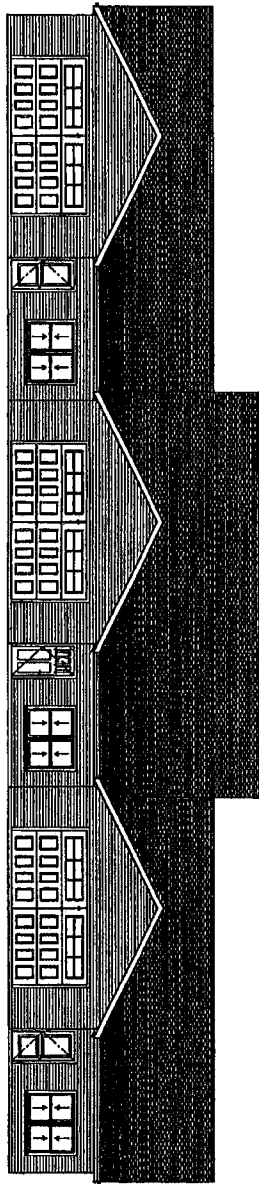


To the best of my knowledge and belief, the drawings and specifications herein are true and correct, and I am not aware of any circumstances or conditions which would make them false or misleading. I am a duly licensed Professional Engineer in the State of Michigan, No. 4863, and I am not aware of any circumstances or conditions which would make them false or misleading. I am not aware of any circumstances or conditions which would make them false or misleading. I am not aware of any circumstances or conditions which would make them false or misleading.

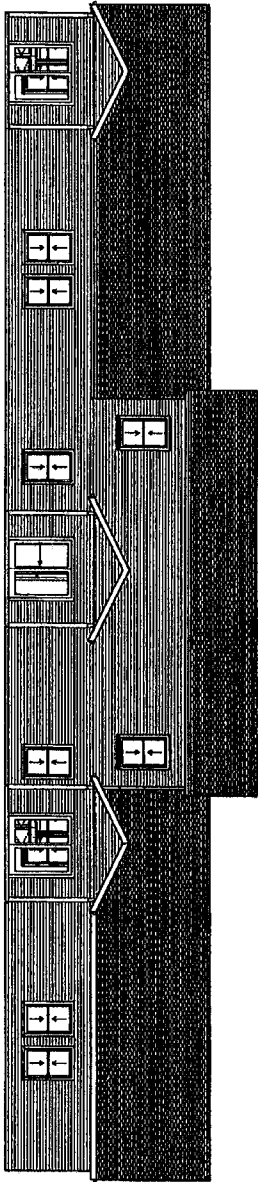


MAIN FLOOR
SCALE: 3/16" = 1'0"

SHEET: P-1	SCALE: 3/16" = 1'0"	DATE: 6/17/2023	DRAWINGS PROVIDED BY: SEGUR LUMBER BAY CITY	OSMOND CONCRETE IRON BRIDGE CONDO 3-PLEX	REVISION TABLE	
					NUMBER	DATE



Elevation 1



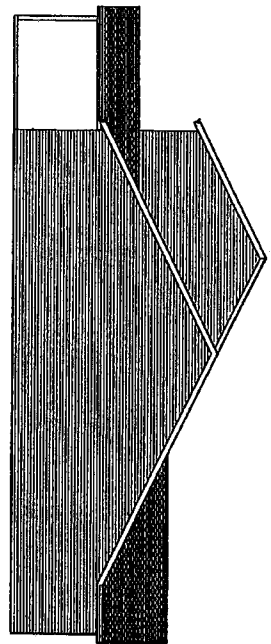
Elevation 2

For the purpose of this drawing, these plans are shown as a guide only. The contractor is responsible for obtaining all necessary permits and for verifying all dimensions and conditions of the site. The contractor is also responsible for obtaining all necessary permits and for verifying all dimensions and conditions of the site. The contractor is also responsible for obtaining all necessary permits and for verifying all dimensions and conditions of the site.

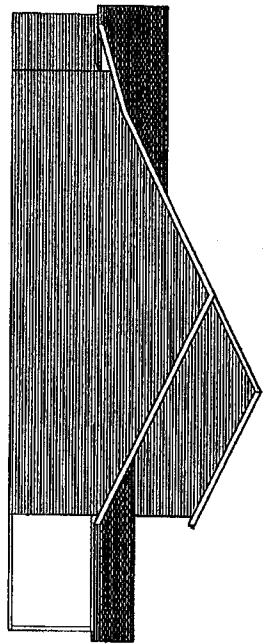


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This set of drawings shall be used to construct the building. The drawings are prepared by the architect and are subject to change without notice. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable codes and regulations. The architect shall not be responsible for the construction of the building or for the safety of the building. The architect shall not be responsible for the construction of the building or for the safety of the building.



Elevation 3



Elevation 4

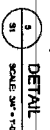


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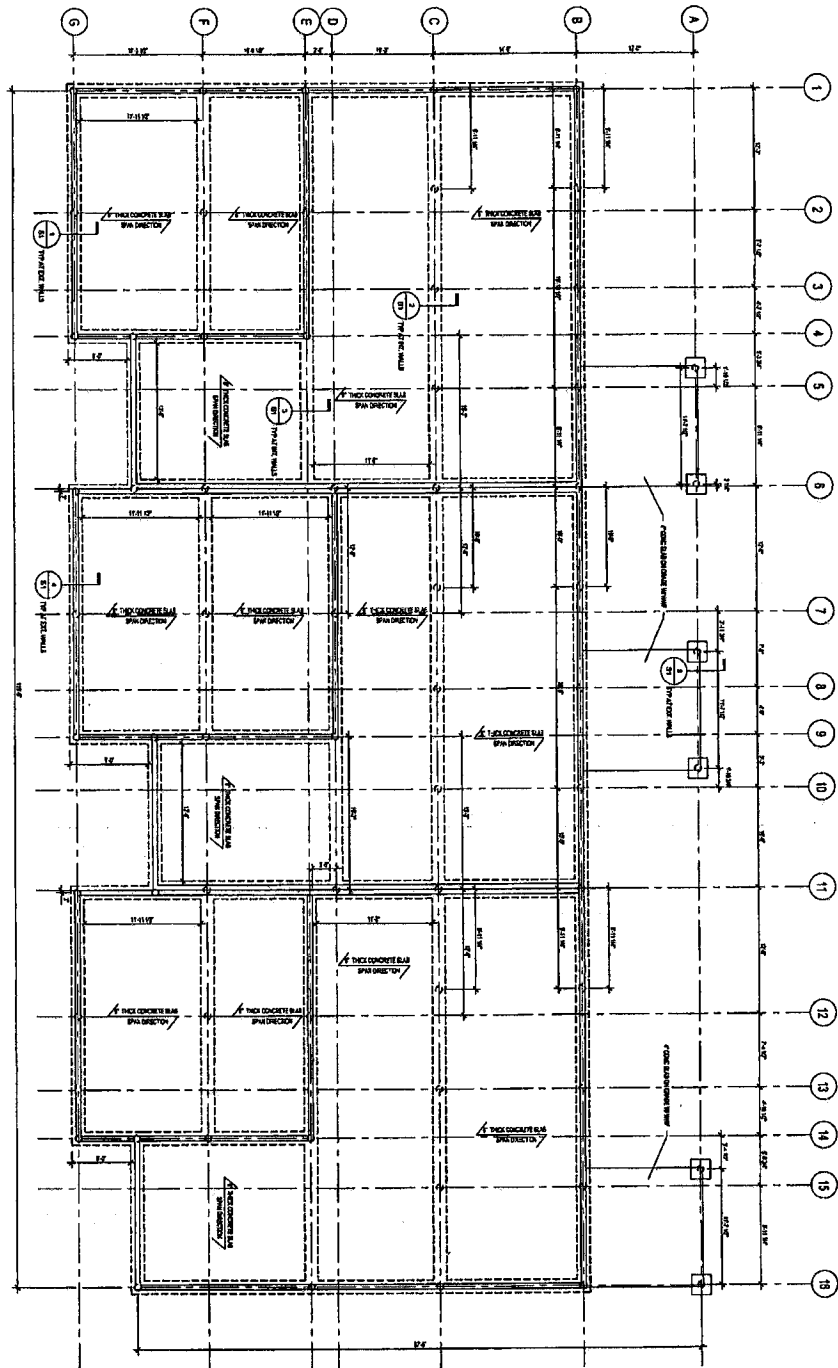
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1. **NEUTRALIZATION REACTION** is the reaction between an acid and a base to form a salt and water.
2. **SALT** is a compound formed from the reaction of an acid and a base.
3. **ACID** is a substance that can donate protons (H⁺) in an aqueous solution.
4. **BASE** is a substance that can accept protons (H⁺) in an aqueous solution.
5. **INDICATOR** is a substance that changes color at a specific pH value.
6. **PH** is a measure of the acidity or basicity of a solution, ranging from 0 to 14.
7. **STOICHIOMETRY** is the study of the quantitative relationships between the reactants and products in a chemical reaction.
8. **MOLECULAR WEIGHT** is the sum of the atomic weights of the atoms in a molecule.
9. **PERCENTAGE COMPOSITION** is the percentage of each element in a compound.
10. **EMPIRICAL FORMULA** is the simplest whole-number ratio of atoms in a compound.
11. **MOLECULAR FORMULA** is the actual number of atoms of each element in a molecule.
12. **STRUCTURAL FORMULA** is a diagram that shows the arrangement of atoms in a molecule.
13. **ISOMERISM** is the phenomenon where two or more compounds have the same molecular formula but different structures.
14. **FUNCTIONAL GROUP** is a specific group of atoms within a molecule that determines its chemical properties.
15. **HYDROLYSIS** is the reaction of a compound with water, often catalyzed by an acid or base.
16. **CONDENSATION** is the reaction where two molecules combine to form a larger molecule, with the loss of a small molecule like water.
17. **REDUCTION** is the gain of electrons or the decrease in the oxidation state of an element.
18. **OXIDATION** is the loss of electrons or the increase in the oxidation state of an element.
19. **REDUCING AGENT** is a substance that causes another substance to be reduced.
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1. A. L. HUBBARD, *Advances in Chemical Series*, **14**, 1 (1952); *Chemical Reviews*, **32**, 1 (1952).
2. R. M. HARRIS, *Chem. Rev.*, **32**, 133 (1952); *Chem. Rev.*, **32**, 137 (1952); *Chem. Rev.*, **32**, 141 (1952).
3. R. M. HARRIS, *Chem. Rev.*, **32**, 143 (1952); *Chem. Rev.*, **32**, 145 (1952).
4. R. M. HARRIS, *Chem. Rev.*, **32**, 147 (1952); *Chem. Rev.*, **32**, 149 (1952).
5. R. M. HARRIS, *Chem. Rev.*, **32**, 151 (1952); *Chem. Rev.*, **32**, 153 (1952).
6. R. M. HARRIS, *Chem. Rev.*, **32**, 155 (1952); *Chem. Rev.*, **32**, 157 (1952).
7. R. M. HARRIS, *Chem. Rev.*, **32**, 159 (1952); *Chem. Rev.*, **32**, 161 (1952).
8. R. M. HARRIS, *Chem. Rev.*, **32**, 163 (1952); *Chem. Rev.*, **32**, 165 (1952).
9. R. M. HARRIS, *Chem. Rev.*, **32**, 167 (1952); *Chem. Rev.*, **32**, 169 (1952).
10. R. M. HARRIS, *Chem. Rev.*, **32**, 171 (1952); *Chem. Rev.*, **32**, 173 (1952).
11. R. M. HARRIS, *Chem. Rev.*, **32**, 175 (1952); *Chem. Rev.*, **32**, 177 (1952).
12. R. M. HARRIS, *Chem. Rev.*, **32**, 179 (1952); *Chem. Rev.*, **32**, 181 (1952).
13. R. M. HARRIS, *Chem. Rev.*, **32**, 183 (1952); *Chem. Rev.*, **32**, 185 (1952).
14. R. M. HARRIS, *Chem. Rev.*, **32**, 187 (1952); *Chem. Rev.*, **32**, 189 (1952).
15. R. M. HARRIS, *Chem. Rev.*, **32**, 191 (1952); *Chem. Rev.*, **32**, 193 (1952).
16. R. M. HARRIS, *Chem. Rev.*, **32**, 195 (1952); *Chem. Rev.*, **32**, 197 (1952).
17. R. M. HARRIS, *Chem. Rev.*, **32**, 199 (1952); *Chem. Rev.*, **32**, 201 (1952).
18. R. M. HARRIS, *Chem. Rev.*, **32**, 203 (1952); *Chem. Rev.*, **32**, 205 (1952).
19. R. M. HARRIS, *Chem. Rev.*, **32**, 207 (1952); *Chem. Rev.*, **32**, 209 (1952).
20. R. M. HARRIS, *Chem. Rev.*, **32**, 211 (1952); *Chem. Rev.*, **32**, 213 (1952).
21. R. M. HARRIS, *Chem. Rev.*, **32**, 215 (1952); *Chem. Rev.*, **32**, 217 (1952).
22. R. M. HARRIS, *Chem. Rev.*, **32**, 219 (1952); *Chem. Rev.*, **32**, 221 (1952).
23. R. M. HARRIS, *Chem. Rev.*, **32**, 223 (1952); *Chem. Rev.*, **32**, 225 (1952).
24. R. M. HARRIS, *Chem. Rev.*, **32**, 227 (1952); *Chem. Rev.*, **32**, 229 (1952).
25. R. M. HARRIS, *Chem. Rev.*, **32**, 231 (1952); *Chem. Rev.*, **32**, 233 (1952).
26. R. M. HARRIS, *Chem. Rev.*, **32**, 235 (1952); *Chem. Rev.*, **32**, 237 (1952).
27. R. M. HARRIS, *Chem. Rev.*, **32**, 239 (1952); *Chem. Rev.*, **32**, 241 (1952).
28. R. M. HARRIS, *Chem. Rev.*, **32**, 243 (1952); *Chem. Rev.*, **32**, 245 (1952).
29. R. M. HARRIS, *Chem. Rev.*, **32**, 247 (1952); *Chem. Rev.*, **32**, 249 (1952).
30. R. M. HARRIS, *Chem. Rev.*, **32**, 251 (1952); *Chem. Rev.*, **32**, 253 (1952).
31. R. M. HARRIS, *Chem. Rev.*, **32**, 255 (1952); *Chem. Rev.*, **32**, 257 (1952).
32. R. M. HARRIS, *Chem. Rev.*, **32**, 259 (1952); *Chem. Rev.*, **32**, 261 (1952).
33. R. M. HARRIS, *Chem. Rev.*, **32**, 263 (1952); *Chem. Rev.*, **32**, 265 (1952).
34. R. M. HARRIS, *Chem. Rev.*, **32**, 267 (1952); *Chem. Rev.*, **32**, 269 (1952).
35. R. M. HARRIS, *Chem. Rev.*, **32**, 271 (1952); *Chem. Rev.*, **32**, 273 (1952).
36. R. M. HARRIS, *Chem. Rev.*, **32**, 275 (1952); *Chem. Rev.*, **32**, 277 (1952).
37. R. M. HARRIS, *Chem. Rev.*, **32**, 279 (1952); *Chem. Rev.*, **32**, 281 (1952).
38. R. M. HARRIS, *Chem. Rev.*, **32**, 283 (1952); *Chem. Rev.*, **32**, 285 (1952).
39. R. M. HARRIS, *Chem. Rev.*, **32**, 287 (1952); *Chem. Rev.*, **32**, 289 (1952).
40. R. M. HARRIS, *Chem. Rev.*, **32**, 291 (1952); *Chem. Rev.*, **32**, 293 (1952).
41. R. M. HARRIS, *Chem. Rev.*, **32**, 295 (1952); *Chem. Rev.*, **32**, 297 (1952).
42. R. M. HARRIS, *Chem. Rev.*, **32**, 299 (1952); *Chem. Rev.*, **32**, 301 (1952).
43. R. M. HARRIS, *Chem. Rev.*, **32**, 303 (1952); *Chem. Rev.*, **32**, 305 (1952).
44. R. M. HARRIS, *Chem. Rev.*, **32**, 307 (1952); *Chem. Rev.*, **32**, 309 (1952).
45. R. M. HARRIS, *Chem. Rev.*, **32**, 311 (1952); *Chem. Rev.*, **32**, 313 (1952).
46. R. M. HARRIS, *Chem. Rev.*, **32**, 315 (1952); *Chem. Rev.*, **32**, 317 (1952).
47. R. M. HARRIS, *Chem. Rev.*, **32**, 319 (1952); *Chem. Rev.*, **32**, 321 (1952).
48. R. M. HARRIS, *Chem. Rev.*, **32**, 323 (1952); *Chem. Rev.*, **32**, 325 (1952).
49. R. M. HARRIS, *Chem. Rev.*, **32**, 327 (1952); *Chem. Rev.*, **32**, 329 (1952).
50. R. M. HARRIS, *Chem. Rev.*, **32**, 331 (1952); *Chem. Rev.*, **32**, 333 (1952).
51. R. M. HARRIS, *Chem. Rev.*, **32**, 335 (1952); *Chem. Rev.*, **32**, 337 (1952).
52. R. M. HARRIS, *Chem. Rev.*, **32**, 339 (1952); *Chem. Rev.*, **32**, 341 (1952).
53. R. M. HARRIS, *Chem. Rev.*, **32**, 343 (1952); *Chem. Rev.*, **32**, 345 (1952).
54. R. M. HARRIS, *Chem. Rev.*, **32**, 347 (1952); *Chem. Rev.*, **32**, 349 (1952).
55. R. M. HARRIS, *Chem. Rev.*, **32**, 351 (1952); *Chem. Rev.*, **32**, 353 (1952).
56. R. M. HARRIS, *Chem. Rev.*, **32**, 355 (1952); *Chem. Rev.*, **32**, 357 (1952).
57. R. M. HARRIS, *Chem. Rev.*, **32**, 359 (1952); *Chem. Rev.*, **32**, 361 (1952).
58. R. M. HARRIS, *Chem. Rev.*, **32**, 363 (1952); *Chem. Rev.*, **32**, 365 (1952).
59. R. M. HARRIS,

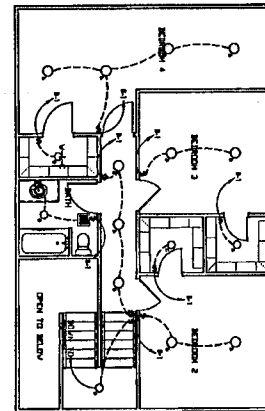
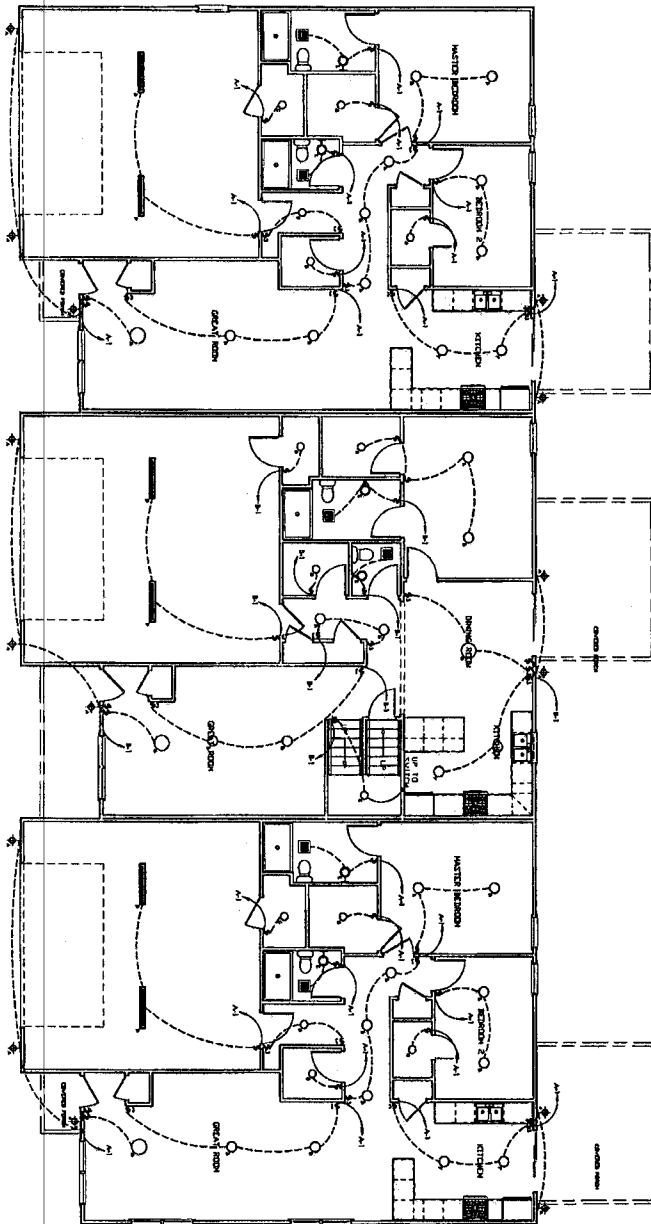


PROJECT TITLE: IRON BRIDGE CONDO MINIMUMS BAY CITY, MICHIGAN		 SNYDER & STALEY ENGINEERING, P.C.		CONSULTING ENGINEERS 824 TITTABAWASSEE ROAD BAGINAW, MI 48604 PH: (989) 797-1710 FX: (989) 797-1715		THIS DOCUMENT IS THE PROPERTY OF SNYDER & STALEY ENGINEERING, P.C. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SNYDER & STALEY ENGINEERING, P.C.			
SHEET TITLE: GENERAL NOTES AND DETAILS									
NO. DATE PRODUCT NUMBER 23-0715-0715 DRAWN BY: JAWAYAT CHECKED BY: JAWAYAT SCALE: 1/8" = 1'-0" S1		PROJECT NUMBER: DATE: DRAWN BY: CHECKED BY: SCALE:							
SHEET 1 OF 3									



IRON BRIDGE CONDO 3-PLEX
SCALE: 1/4" = 1'-0"

S3 OF 3	PROJECT TITLE: IRON BRIDGE CONDO 3-PLEX MINIMUMS BAY CITY, MICHIGAN	SNYDER & STALEY ENGINEERING, P.L.C. CONSULTING ENGINEERS 824 TITTABAWASSEE ROAD LAGUNA, MI 48064 PH: (888) 787-1710 FAX: (888) 787-1716	STATE OF MICHIGAN PROFESSIONAL ENGINEER No. 25456 SNYDER & STALEY ENGINEERING, P.L.C.
	SHEET TITLE: FOUNDATION PLAN		
	REVISION:		
	NO. DATE PROJECT NUMBER: 25456-275 DATE: 07/03/03 DRAWN BY: J. SNYDER CHECKED BY: J. SNYDER		



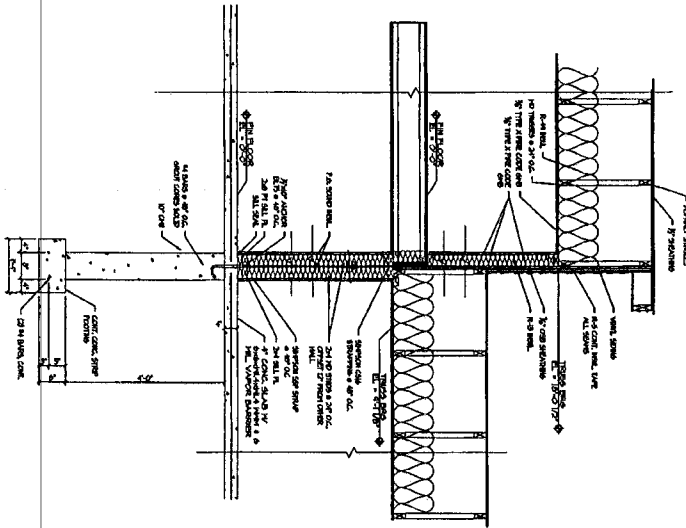
E2.0 MLR Engineering CIVIL ENGINEERING & CONSULTING SERVICES 134 S. Main Street, Suite 1, Friesland, Michigan 49623 Phone: (989) 692-5034 www.mlrengineering.com	IRON BRIDGE CONDOMINIUMS CITY OF BAY CITY BAY COUNTY, MICHIGAN LIGHTING PLAN	IRON BRIDGE LLC. 5498 GARFIELD ROAD SAGINAW, MI 48603 (989) 235-3047 ATTN: BUTCH KRUEGER	FILE: 245-01.DWG PROJECT: WPL V.A. DESIGNED BY: SAR DRAWN BY: SAR CHECKED BY: SCALE: 3/16"=1'-0" SHEET: 1 OF 1	PREPARED UNDER THE SUPERVISION OF: 	PROJECT LOG 12/14/23 DRAWING 12/14/23

[illegible]

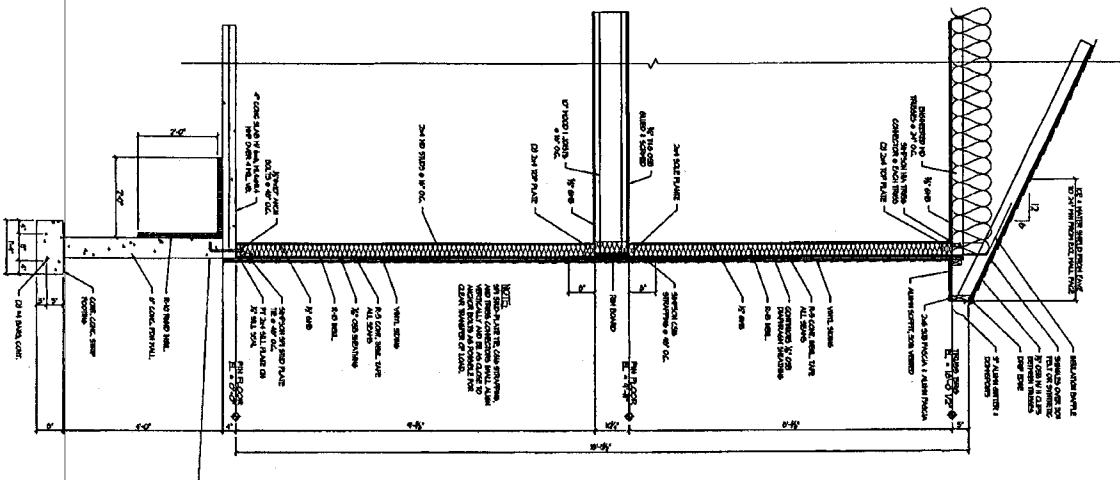
The top diagram shows a 200 AMP BATTERY CHARGER connected to a 200 AMP BATTERY. The charger is connected to the positive terminal of the battery. The battery is labeled "200 AMP BATTERY" and "12 VOLT". The charger is labeled "200 AMP BATTERY CHARGER".

The bottom diagram shows a 200 AMP BATTERY CHARGER connected to a 200 AMP BATTERY. The charger is connected to the negative terminal of the battery. The battery is labeled "200 AMP BATTERY" and "12 VOLT". The charger is labeled "200 AMP BATTERY CHARGER".

2 TYP. PARTY WALL SECTION
SCALE: 3/4" = 1'-0"



3 TYP. TWO STORY WALL SECTION
SCALE: 3/4" = 1'-0"



MLR Engineering CIVIL ENGINEERING & CONSULTING SERVICES 134 S. Main Street, Suite 1, Freehold, Michigan 48623 Phone: (989) 692-5034 www.mlr-engineering.com	IRON BRIDGE CONDOS 3-PLEX CITY OF BAY CITY BAY COUNTY, MICHIGAN WALLS SECTIONS & DETAILS		FILE: 315-01-BW0 PROJECT WORK: W.B. DESIGNED BY: B.A. DRAWN BY: B.A. CHECKED BY: N/A SCALE: N/A SHEET: 1 OF 1	PREPARED UNDER THE SUPERVISION OF 	PROJECT LOG DRAWING 12/11/23
	IRON BRIDGE LLC. 5498 GARFIELD ROAD SAGINAW, MI 48602 (989) 233-3027 ATTN: BUTCH KRUEGER				



RECORDED 04/09/2024 02:54:20P
AMNDCON \$30.00 RECEIPT = 130317
BRANDON KRAUSE, REGISTER OF DEEDS
Bay County, MI



202404606
Page 1 of 14

SECOND AMENDMENT TO THE MASTER DEED IRON BRIDGE AT WHEELER LANDING CONDOMINIUM

THIS SECOND AMENDMENT to the Master Deed of Iron Bridge at Wheeler Landing Condominium previously recorded in the Bay County Records on June 6, 2005, at Liber 2337, Page 538 et seq., (the "Master Deed") as amended on January 4, 2024, in Instrument No. 20240095 and re-recorded on January 9, 2024, in instrument No. 202400287 (to include the condominium plans inadvertently left off the Amended Master Deed recorded January 4, 2024) designated as Bay County Condominium Subdivision Plan #59, is made effective as of the date of the latest signature below on behalf of IRON BRIDGE CONDO'S, LLC, a Michigan limited liability company of 5496 Garfield Rd., Saginaw, MI 48603, (the "Successor Developer").

Authority. This Second Amendment is made pursuant to the authority granted to the Successor Developer by the Michigan Condominium Act, being PA 59 of 1978, as amended, and as reserved in Article 4.8, 5.3, 9.4 and 10.2 of the Master Deed.

Intent. The Developer IRON BRIDGE CONDO'S, LLC, previously identified as Iron Bridge, LLC, desires to re-number the proposed condominium units and to also renumber 4 existing units previously identified in the original Master Deed Condominium Plans and identified as Unit A, Unit B, Unit C and Unit D to now be known as Units 13, 15, 17 and 19, respectively as shown in the attached Exhibit B plans.

Exhibit B Condominium Subdivision Plans are amended as shown on the attached plans which are incorporated by reference and attached hereto.

All other portions of the Master Deed and First Amendment not in conflict with this Second Amendment are incorporated by reference as if set forth fully herein.

Certification and Binding Nature. The undersigned officer of Iron Bridge Condo's, LLC, as successor Developer certifies that this Amendment has been approved by the members of Iron Bridge Condo's, LLC in accordance with the provisions governing



RECEIVED 04/09/2024 02:49:02P
BRANDON KRAUSE, REGISTER OF DEEDS
Bay County, MI

amendments of the condominium documents. In addition, the officers of Iron Bridge at Wheeler Landing Condominium Association, by signing below, the Association officer accepts this Amendment on behalf of the co-owners and the Association. It is agreed that this Amendment contains covenants that shall run with the land, and therefore the burdens and benefits described herein shall be binding on and inure to the heirs, successors, assigns, and transferees of all parties hereto.

IRON BRIDGE CONDO'S, LLC

Dated: 4/9/, 2024

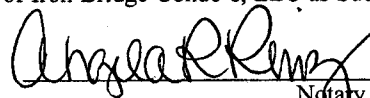
By: 

BERNARD KRUEGER

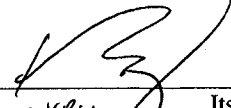
Its: Member

STATE OF MICHIGAN)
)
COUNTY OF SAGINAW)

On this 9 th day of April, 2024, BERNARD KRUEGER personally appeared before me in Saginaw County, Michigan, and acknowledged the foregoing instrument as his free act and deed on behalf of Iron Bridge Condo's, LLC as Successor Developer.

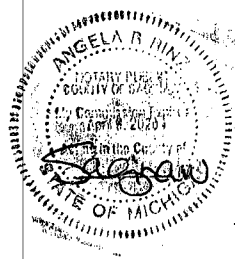
, Notary Public
Saginaw County, Michigan
My Commission expires:

IRON BRIDGE AT WHEELER LANDING
CONDOMINIUM ASSOCIATION

By: 

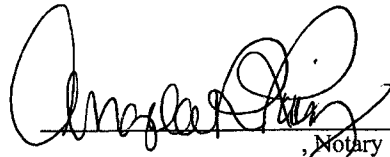
BERNARD KRUEGER

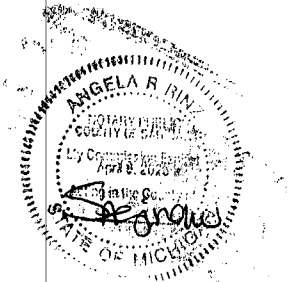
Its President



STATE OF MICHIGAN)
)ss
COUNTY OF BAY)

On this 9 th day of April, 2024, Bernard Krueger
personally appeared before me in Bay County, Michigan, and acknowledged the foregoing
instrument as his free act and deed on behalf of Iron Bridge at Wheeler Landing
Condominium Association.


_____, Notary Public
Saginaw County,
Michigan My
Commission expires:



Angela R Rinz
NOTARY PUBLIC - STATE OF MICHIGAN
County of Saginaw
My Commission Expires 4/9/2025
Acting in the County of Saginaw

Drafted by and when recorded return to:
Robert A. Jarema, Attorney
Smith Bovill, PC
200 St. Andrews Rd.
Saginaw, Michigan 48638
(989) 792-9641

REPLAT NO. 1 OF BAY COUNTY RESIDENTIAL
CONDOMINIUM COMMUNITY SUBDIVISION PLAN NO. 59
EXHIBIT "B" TO AMEND MASTER DEED OF

IRON BRIDGE AT WHEELER LANDING

CITY OF BAY CITY
BAY COUNTY, MICHIGAN

DEVELOPER:
IRON BRIDGE LLC.
6498 GARFIELD ROAD
SAGINAW, MICHIGAN 48603

PROFESSIONAL ENGINEER:
MICHAEL J. RYBICKI, P.E. 45663
MLR ENGINEERING
134 S. MAIN STREET STE 1
FREELAND, MICHIGAN 48623

PROPERTY DESCRIPTION

DESCRIPTION AS SURVEYED:
PART OF THE SOUTHWEST 1/4, SECTION 16 AND PART OF THE NORTHWEST 1/4, SECTION 21, T14N - R05E, CITY OF BAY CITY, BAY COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, F.W. WHEELER & COMPANY'S SECOND ADDITION TO WEST BAY CITY, MICHIGAN, RECORDED IN PLAT 3, PAGE 16, SAID CORNER BEING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MARQUETTE STREET AND THE NORTHEASTERLY LINE OF BRADLEY STREET (A.K.A. MADISON STREET); THENCE S41°22'30"E ALONG SAID NORTHEASTERLY LINE OF BRADLEY STREET (A.K.A. MADISON STREET), IF EXTENDED, 33.10'; THENCE S53°02'30"W 76.78'; THENCE S39°42'30"W 188.68'; THENCE S10°52'10"E 44.30' TO THE POINT OF BEGINNING; THENCE N40°27'53"E 135.85'; THENCE S36°00'41"E 684.69'; THENCE N56°32'45"W 358.38'; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 500.21' AND A RADIUS OF 973.87', WITH A CHORD BEARING AND DISTANCE OF N13°24'20"E 494.73'; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 130.41' AND A RADIUS OF 844.81', WITH A CHORD BEARING AND DISTANCE OF N05°43'52"W 130.28' TO THE POINT OF BEGINNING, INCLUDING ALL LANDS LYING SOUTHEASTERLY OF SAID TRAVERSE LINE AND THE WATER'S EDGE OF THE SAGINAW RIVER, CONTAINING 7.78 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY WHETHER USED, IMPLIED OR OF RECORD.

DESCRIPTION PER IRON BRIDGE AT WHEELER LANDING, BAY COUNTY RESIDENTIAL CONDOMINIUM COMMUNITY SUBDIVISION PLAN NO. 59:
A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 AND A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWN 14 NORTH, RANGE 5 EAST:
A PARCEL OF LAND BEGINNING AT THE NORTHWEST CORNER OF LOT 1, F.W. WHEELER & COMPANY'S SECOND ADDITION TO WEST BAY CITY, NOW CITY OF BAY CITY, AS PER PLAT THEREOF RECORDED IN LIBER 3 OF PLATS AT PAGE 16 OF BAY COUNTY RECORDS; THENCE **SOUTH 41 DEGREES 32 MINUTES 30 SECONDS EAST ** 757.96 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, F.W. WHEELER & COMPANY'S SECOND ADDITION TO WEST BAY CITY, NOW CITY OF BAY CITY, AS PER PLAT THEREOF RECORDED IN LIBER 3 OF PLATS AT PAGE 16 OF BAY COUNTY RECORDS; THENCE S41°22'30"E ALONG SAID NORTHEASTERLY LINE OF BRADLEY STREET (A.K.A. MADISON STREET), IF EXTENDED, 33.10'; THENCE S53°02'30"W 76.78'; THENCE S39°42'30"W 188.68'; THENCE S10°52'10"E 44.30' TO THE POINT OF BEGINNING; THENCE N40°27'53"E 135.85'; THENCE S36°00'41"E 684.69'; THENCE N56°32'45"W 358.38'; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 500.21' AND A RADIUS OF 973.87', WITH A CHORD BEARING AND DISTANCE OF N13°24'20"E 494.73'; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 130.41' AND A RADIUS OF 844.81', WITH A CHORD BEARING AND DISTANCE OF N05°43'52"W 130.28' TO THE POINT OF BEGINNING, INCLUDING ALL LANDS LYING SOUTHEASTERLY OF SAID TRAVERSE LINE AND THE WATER'S EDGE OF THE SAGINAW RIVER, CONTAINING 7.78 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY WHETHER USED, IMPLIED OR OF RECORD.

SURVEYOR'S NOTE: POSSIBLE TYPO **SOUTH 41 DEGREES 32 MINUTES 30 SECONDS EAST** SHOULD PROBABLY READ SOUTH 41 DEGREES 22 MINUTES 30 SECONDS EAST TO AGREE WITH EXCEPTION DESCRIPTION AND TO CLOSE THE BOUNDARY.
EXCEPT COMMENCING AT THE NORTHWEST CORNER OF LOT 1, F.W. WHEELER & COMPANY'S SECOND ADDITION TO WEST BAY CITY, NOW CITY OF BAY CITY, AS PER PLAT THEREOF RECORDED IN LIBER 3 OF PLATS AT PAGE 16 OF BAY COUNTY RECORDS; THENCE S41°22'30"E ALONG SAID NORTHEASTERLY LINE OF BRADLEY STREET (A.K.A. MADISON STREET), IF EXTENDED, 33.10'; THENCE S53°02'30"W 76.78'; THENCE S39°42'30"W 188.68'; THENCE S10°52'10"E 44.30' TO THE POINT OF BEGINNING; THENCE N40°27'53"E 135.85'; THENCE S36°00'41"E 684.69'; THENCE N56°32'45"W 358.38'; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 500.21' AND A RADIUS OF 973.87', WITH A CHORD BEARING AND DISTANCE OF N13°24'20"E 494.73'; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 130.41' AND A RADIUS OF 844.81', WITH A CHORD BEARING AND DISTANCE OF N05°43'52"W 130.28' TO THE POINT OF BEGINNING, INCLUDING ALL LANDS LYING SOUTHEASTERLY OF SAID TRAVERSE LINE AND THE WATER'S EDGE OF THE SAGINAW RIVER, CONTAINING 7.78 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY WHETHER USED, IMPLIED OR OF RECORD.

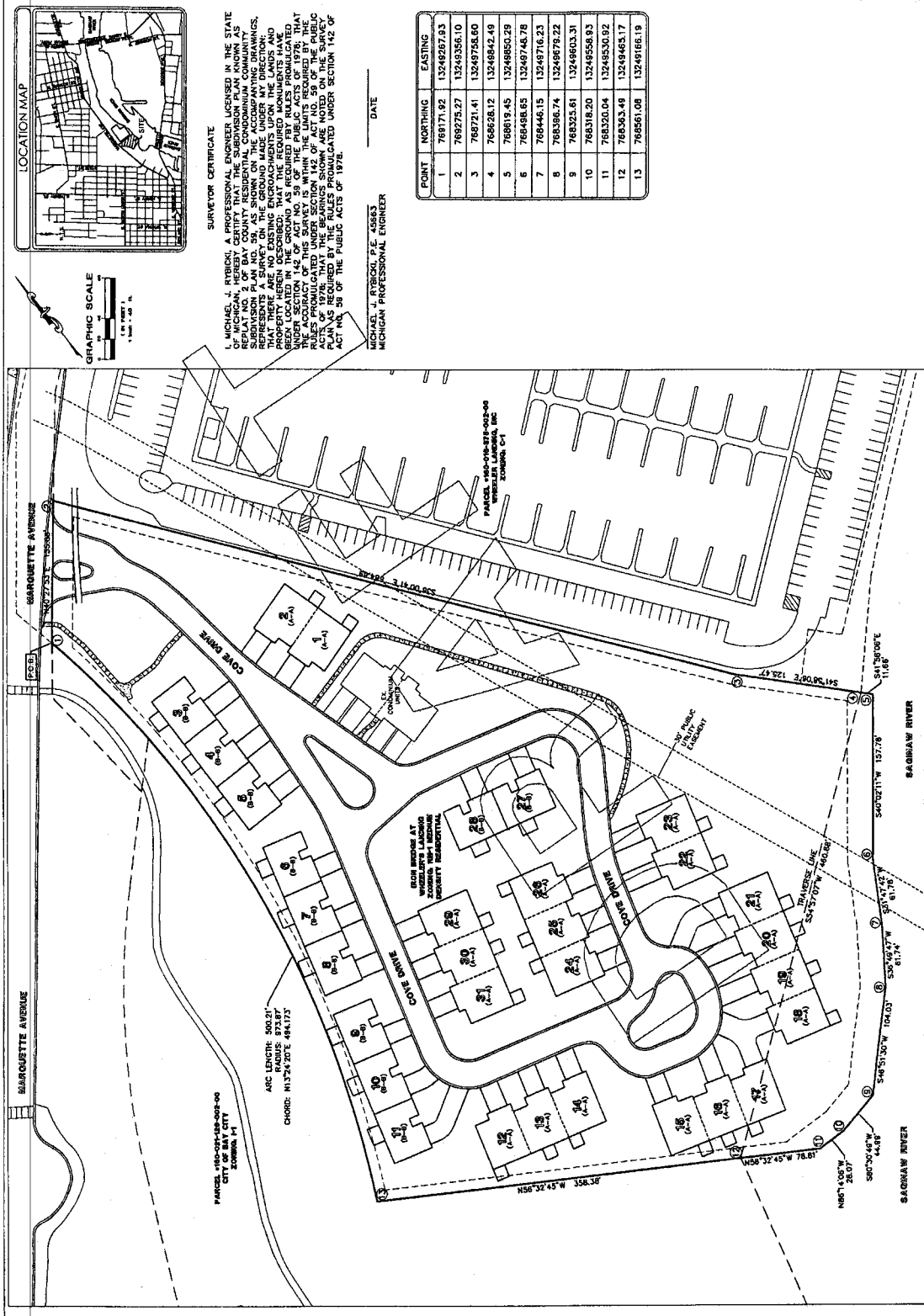
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2 AND IN THE MASTER DEED.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED 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.

SHEET INDEX

- 1) COVER SHEET
- 2) SURVEY PLAN
- 3) SITE PLAN
- 4) UTILITY PLAN
- 5) BUILDING PLAN: A-A
- 6) BUILDING PLAN: A-A
- 7) BUILDING PLAN: A-A
- 8) BUILDING PLAN: A-A
- 9) BUILDING PLAN: B-B
- 10) BUILDING PLAN: B-B
- 11) BUILDING SECTION SHEET

IRON BRIDGE AT WHEELER LANDING CITY OF BAY CITY BAY COUNTY, MICHIGAN		EXHIBIT "B" DRAWING - COVER SHEET	
IRON BRIDGE LLC. 6498 GARFIELD ROAD SAGINAW, MI 48603 (989) 233-3007 A/E/C: BUNCH KREIGER		SHEET 1 OF 11 SCALE: N/A DATE: 10/11/23 PROJECT: L06	
MLR ENGINEERING & CONSULTING SERVICES 134 S. Main Street, Suite 1, Freeland Michigan 48623 Phone: (989) 592-5034 www.mlr-engineering.com		2023	
MICHAEL J. RYBICKI, P.E. 45663 MICHIGAN PROFESSIONAL ENGINEER		PROPOSED, DATED	



MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Irtland, Michigan 48523
Phone: (987) 692-5034
www.mlrengineering.com

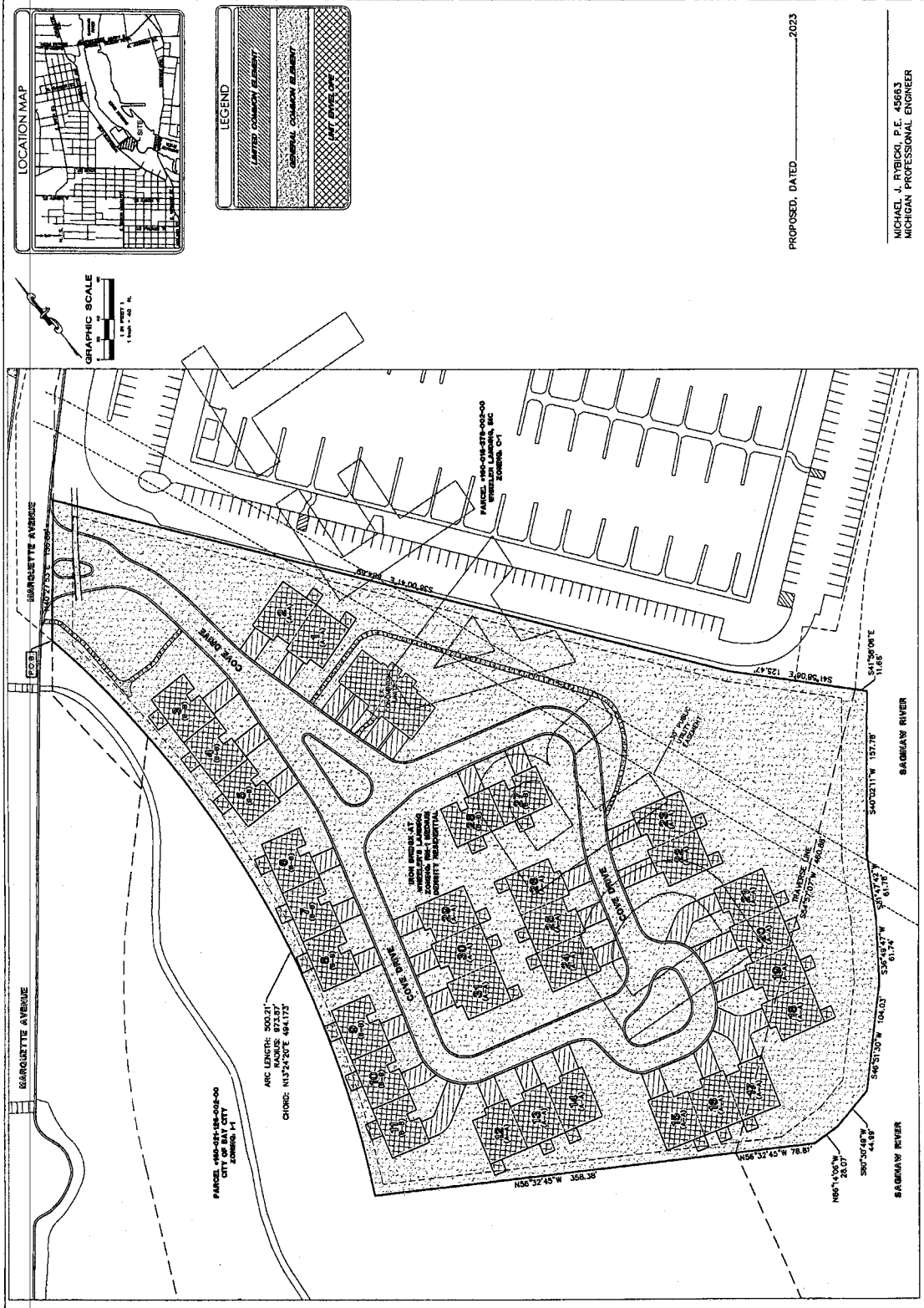
WHEELER'S LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN
EXHIBIT B: DRAWING - SITE PLAN

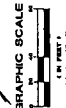
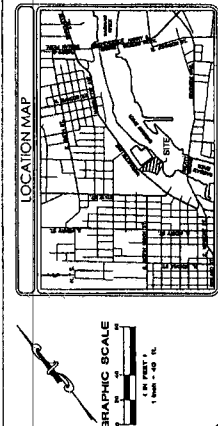
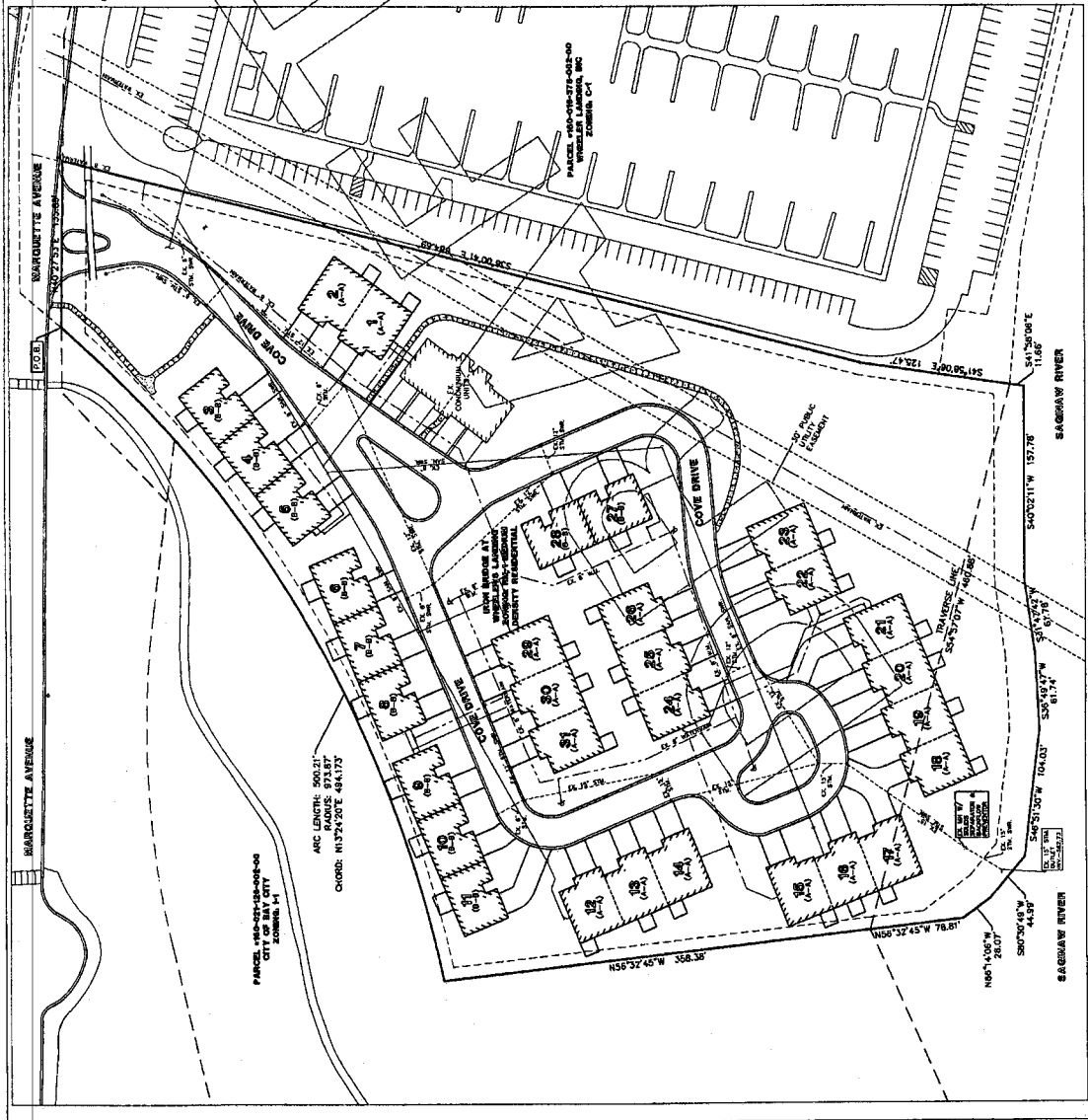
IRON BRIDGE LLC,
5498 CARFIELD ROAD
SAGINAW, MI 48603
(989) 233-3067
ATTN: BUTCH KRUEGER

PROJECT NAME	WFO 0001
DESIGNED BY	WFO 0001
DRAWN BY	WFO 0001
CHECKED BY	WFO 0001
SCALE	1"=40'
DATE	3 OF 11

10/10/23	EXHIBIT B DYNAMICS
10/10/23	NEW 55T
10/10/23	FINAL SET

PROPOSED, DATED _____ 2023





NOTES:

1. ALL UNITS ARE TO BE SERVICED WITH PROPOSED PRIVATE SANITARY SEWER AND WATER MAIN.
2. SERVICE LEADS FOR SANITARY SEWER, STORM SEWER AND WATER MAIN ARE NOT SHOWN ON THIS SHEET.
3. THE LOCATION OF PROPOSED/EXISTING UTILITIES AS DEPICTED ON THIS SHEET MAY VARY FROM THE LOCATIONS OF THE UTILITIES AS CONSTRUCTED.
4. SERVICE LINES FOR GAS, ELECTRICITY, TELEPHONE AND CABLE TELEVISION ARE NOT SHOWN ON THIS SHEET.
5. ALL UTILITY MAINS AND APPURTENANCES SHOWN ON THIS SHEET ARE TO BE MAINTAINED BY THE OWNER. ANY OTHER IMPROVEMENTS SHOWN ON THIS SHEET NEED NOT BE BUILT.
6. SANITARY SEWER, WATER, STORM SEWER, AND STORM DRAINAGE SYSTEM SHALL BE OWNED, OPERATED, AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION. THE ASSOCIATION SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXISTING PRIVATE SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON WHEELER AND ACROSS THE LANDING PROPERTY TO THE PUBLIC ROAD RIGHT-OF-WAY.

LEGEND

1	MONUMENT/SECTION CORNER
2	EXISTING UTILITY POWER POLE
3	EXISTING MANHOLE
4	EXISTING VALVE
5	EXISTING WATER MAIN
6	EXISTING STORM SEWER
7	EXISTING WATER MAIN
8	PROPOSED SANITARY SEWER
9	PROPOSED STORM SEWER
10	PROPOSED WATER MAIN

UNDERGROUND ELECTRICAL, GAS, CABLE T.V. AND TELEPHONE LINES SHALL BE MAINTAINED BY THE OWNER DESIGNATED AS PUBLIC UTILITY EQUIPMENT - FURNISHED BY OTHERS

MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Livestock, Michigan 48023
Phone: (989) 922-5034
www.mlr-engineering.com

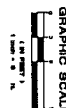
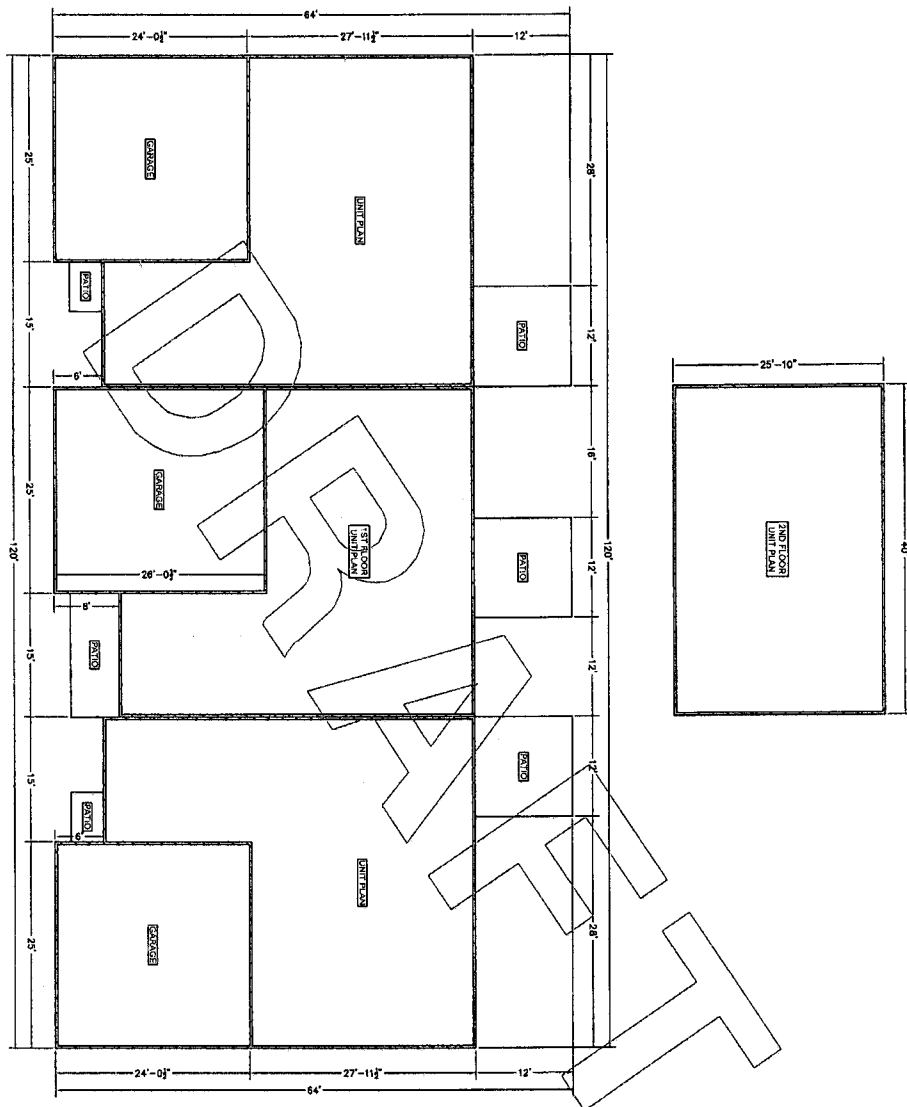
IRON BRIDGE AT WHEELER'S LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN
EXHIBIT "B" DRAWING - UTILITIES PLAN

IRON BRIDGE LLC
SAGINAW MI 48603
ATTN: BUCK KEMMER
DATE: 11/23/2023
SCALE: 1"=40'
SHEET: 1 OF 11

PROJECT: 100
SUBMIT: 8/21/23
REVIEW: 8/21/23
DATE: 8/21/23

MICHAEL J. RYBICKI, P.E. 45663
MICHIGAN PROFESSIONAL ENGINEER

PROPOSED, DATED: 2023



FLOOR PLAN A-A

3-BLOCK UNITS, 15-17

LEGEND

- GENERAL COMMON ELEMENTS
- LIMITS OF OWNERSHIP
- OWNERSHIP LINES ARE 90 DEGREES TO EACH OTHER
- GARAGES ARE INCLUDED AS PART OF THE UNIT
- PORCHES AND PATIOS ARE LIMITED COMMON ELEMENTS

PROPOSED, DATED 2023

MICHAEL J. RYAN, P.E. 45683
MICHIGAN PROFESSIONAL ENGINEER

MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Highland, Michigan 48633
Phone: (989) 692-5034
www.mlrengineering.com

IRON BRIDGE AT
WHEELER'S LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN

IRON BRIDGE LLC.
5498 GARFIELD ROAD
SACRAMENTO, CA 95833
(916) 233-3667
ATTN: BUTCH KRUEGER

FILE: 245-DI EXHIBIT B-C.DWG
PROJECT WORK: HLR
DRAWN BY: BAR
CHECKED BY:
SCALE: 1"=6'
SHEET: 8 OF 11

PREPARED UNDER THE
SUPERVISION OF:

PROJECT LOG	
EXHIBIT B DRAWINGS	10/11/23
REVIEW SET	10/16/23
FINAL SET	

MICHAEL J. RYCKI, P.E. #5883
MICHIGAN PROFESSIONAL ENGINEER

MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Freeland, Michigan 49623
(Phon): (517) 922-5434
www.mlr-engineering.com

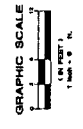
IRON BRIDGE AT
WHEELER'S LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN
EXHIBIT B DRAWING - BUILDING PLAN A-A

IRON BRIDGE LLC
5400 GARFIELD ROAD
SACRAMENTO, CA 95833
(916) 443-3047
ARTHUR BUNCH-KRUEGER

FILE: 24-01 EXHIBIT B-BUILDING
3-PILEX UNITS: 12-14, 24-26, 28-31
PROJECT 100

PREPARED UNDER THE
SUPERVISION OF:
[Signature]

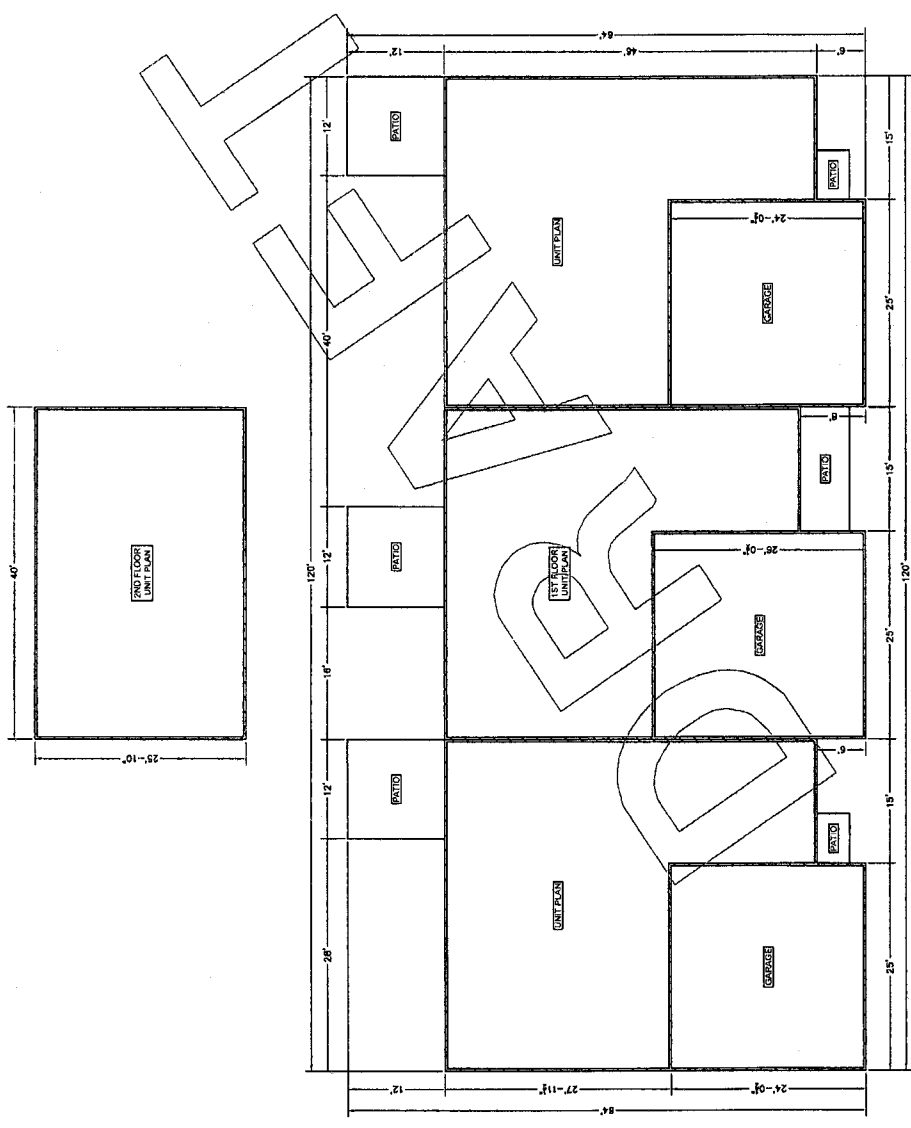
PROJECT 100
CONTRACT NO. 2019-03
REVISION SET
DATE: 10/17/23



FLOOR PLAN A-A
3-PILEX UNITS: 12-14, 24-26, 28-31

- LEGEND**
- GENERAL COMMON ELEMENTS
 - LIMITS OF OWNERSHIP
 - OWNERSHIP LINES ARE 90 DEGREES TO EACH OTHER
 - GARAGES ARE INCLUDED AS PART OF THE UNIT
 - PORCHES AND PATIOS ARE LIMITED COMMON ELEMENTS

PROPOSED, DATED 2023



8

MICHAEL J. RYBICKI, P.E. 45663
MICHIGAN PROFESSIONAL ENGINEER

MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Freeland, Michigan 48033
Phone: (810) 673-9034
www.mlr-engineering.com

**IRON BRIDGE AT
WHEELER'S LANDING**

EXHIBIT 'B' DRAWING - BUILDING PLAN-A-A
CITY OF SAGINAW
SAGINAW, MI 48603
BAY COUNTY, MICHIGAN

IRON BRIDGE LLC
5400 GARFIELD ROAD
SAGINAW, MI 48603
1999.233.3067
ALVIN BRUCH-DESIGNER

FILE: 2016-05-08-0007-B-CL-0100
PROJECT: 2016-05-08-0007-B-CL-0100
DESIGNED BY: BAH
CHECKED BY: BAH
SCALE: 1"=8'
SHEET: 8 OF 11

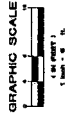
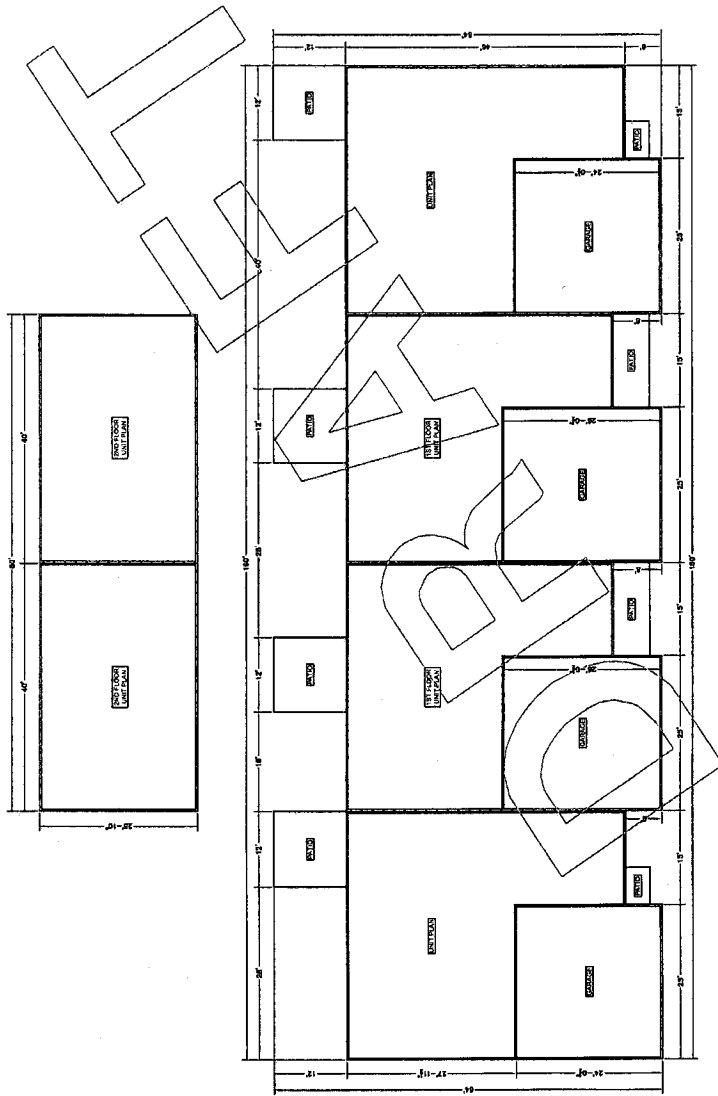
PREPARED UNDER THE
SUPERVISION OF:

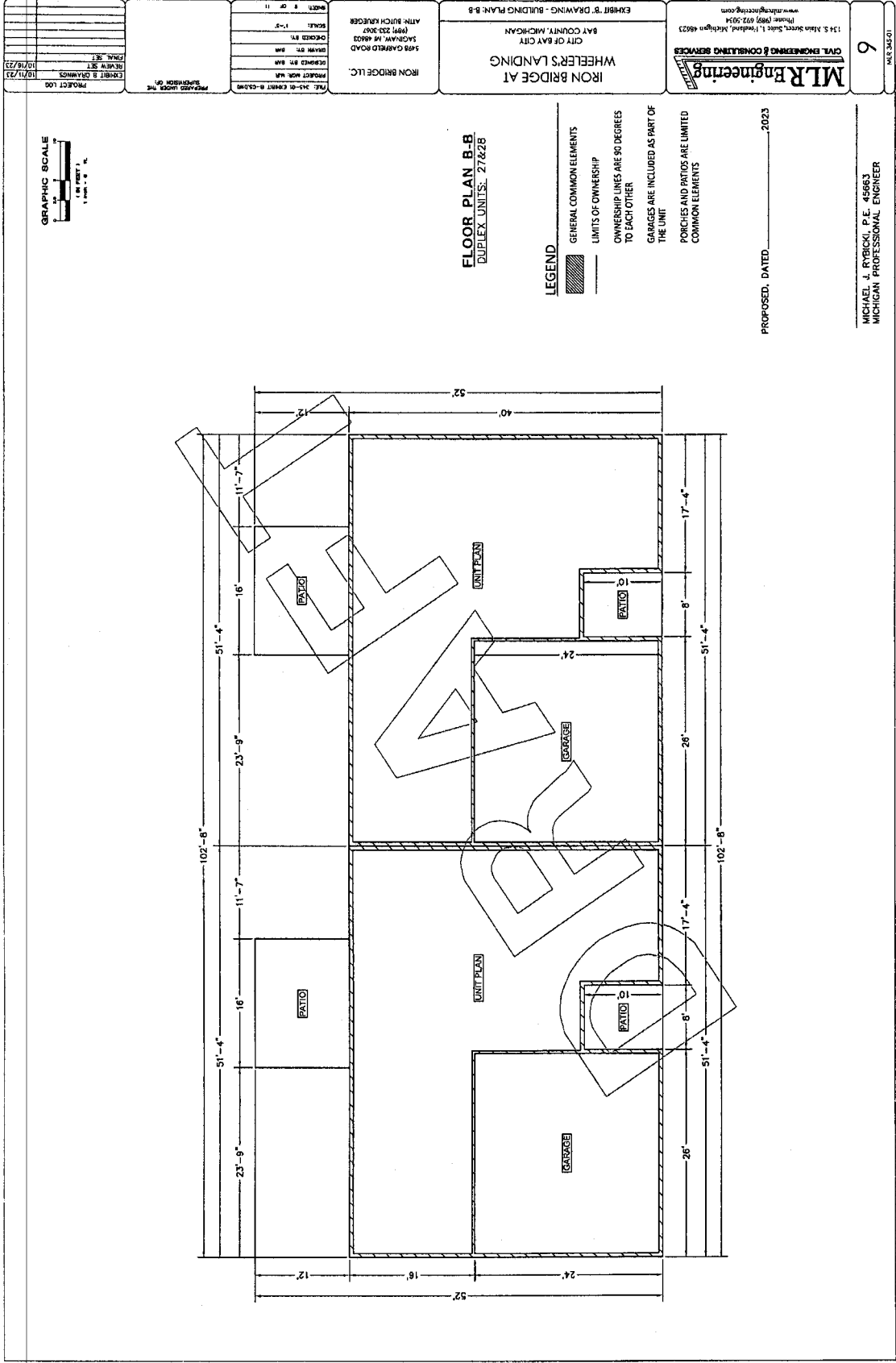
PROJECT LOG
SUBMIT & GRANTING
REVIEW SET
FINAL SET
10/18/23
10/17/23

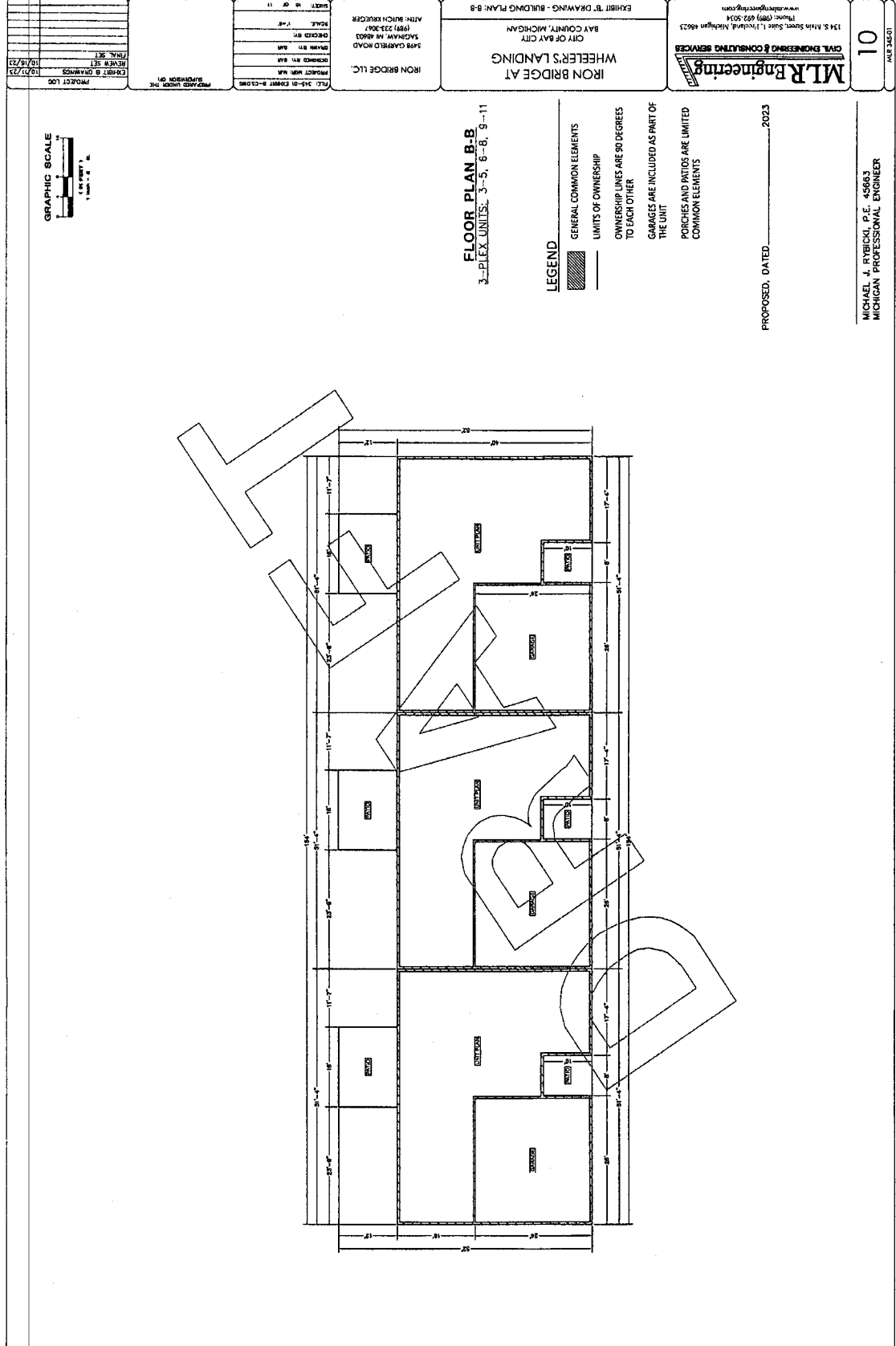
PROPOSED, DATED _____, 2023

LEGEND
GENERAL COMMON ELEMENTS
LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE 90 DEGREES
TO EACH OTHER
GARAGES ARE INCLUDED AS PART OF
THE UNIT
PORCHES AND PATIOS ARE LIMITED
COMMON ELEMENTS

**FLOOR PLAN A-A
4-PLEX UNITS: 18-21**







FLOOR PLAN B-B
3-PLEX UNITS: 3-5, 6-8, 9-11

FLOOR PLAN B-B
3-PLEX UNITS: 3-5, 6-8, 9-11

LEGEND

GENERAL COMMON ELEMENTS

LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE 90 DEGREES
TO EACH OTHER

GARAGES ARE INCLUDED AS PART OF
THE UNIT

PORCHES AND PATIOS ARE LIMITED
COMMON ELEMENTS

PROPOSED, DATED _____ 2023

**MICHAEL J. RYBICKI, P.E., 45663
MICHIGAN PROFESSIONAL ENGINEER**

10
MLR 345-01

MLR Engineering
CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Liverpool, Michigan 48025
Phone: (734) 682-5014
www.mlr-engineering.com

IRON BRIDGE AT
WHEELER'S LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN
EXHIBIT "B" DRAWING - BUILDING PLAN: B-8

FILE: 345-01 EXHIBIT B-CSSMG	PROJECT MGMT. UNIT	EXCHANGED BY: BSM	EXCHANGED BY: BSM	DATE: 11/1/98	DATE: 11/1/98
IRON BRIDGE LLC.					
3458 GARFIELD ROAD					
SAGINAW, MI 48603					
ATTN: BRYAN KREUZER					
(989) 223-3067					

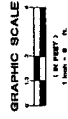
10/21/23	CR-817 @ GRAMMIS	10/16/23	REVIEW SET	FINAL SET
	PROJECT LOG			

GRAPHIC SCALE



(IN FEET)

1 inch = 8 ft.



PROPOSED, DATED _____, 2023

WLR 345-01

134 S. Main Street, Suite 1, Ireland, Michigan 48623
Phone: (989) 692-5034
www.milcoincert.org



RECORDED 09/24/2024 01:55:44P
AMNDCON \$30.00 RECEIPT = 136168
BRANDON KRAUSE, REGISTER OF DEEDS
Bay County, MI



202411177
Page 1 of 11

THIRD AMENDMENT TO THE MASTER DEED OF IRON BRIDGE AT WHEELER LANDING CONDOMINIUM

THIS THIRD AMENDMENT to the Master Deed of Iron Bridge at Wheeler Landing Condominium previously recorded in the Bay County Records on June 6, 2005, at Liber 2337, Page 538 et seq., (the "Master Deed") as amended on January 4, 2024, in Instrument No. 20240095 and re-recorded on January 9, 2024, in instrument No. 202400287 (to include the condominium plans inadvertently left off the Amended Master Deed recorded January 4, 2024) designated as Bay County Condominium Subdivision Plan #59, is made effective as of the date of the latest signature below on behalf of IRON BRIDGE CONDO'S, LLC, a Michigan limited liability company of 5496 Garfield Rd., Saginaw, MI 48603, (the "Successor Developer").

Authority. This Third Amendment is made pursuant to the authority granted to the Successor Developer by the Michigan Condominium Act, being PA 59 of 1978, as amended, and as reserved in Article 4.8, 5.3, 9.4 and 10.2 of the Master Deed.

Intent. The Developer IRON BRIDGE CONDO'S, LLC, has revised its plans for the condominium structures to change from four and three unit structures to primarily two unit structures and to re-number the units within the project as depicted in the condominium plans.

Exhibit B Condominium Subdivision Plans are amended as shown and the amended plans are incorporated by reference and attached hereto.

All other portions of the Master Deed and all prior Amendments not in conflict with this Third Amendment are incorporated by reference as if set forth fully herein.

Certification and Binding Nature. The undersigned officer of Iron Bridge Condo's, LLC, as successor Developer certifies that this Amendment has been approved by the members of Iron Bridge Condo's, LLC in accordance with the provisions governing amendments of the condominium documents.



RECEIVED 09/24/2024 01:52:29P
BRANDON KRAUSE, REGISTER OF DEEDS
Bay County, MI

IRON BRIDGE CONDO'S, LLC

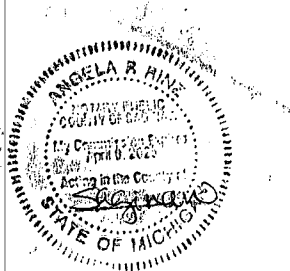
Dated: 9-23, 2024

By: [Signature]
BERNARD KRUEGER
Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF SAGINAW)

On this 23rd day of September, 2024, BERNARD KRUEGER personally appeared before me in Saginaw County, Michigan, and acknowledged the foregoing instrument as his free act and deed on behalf of Iron Bridge Condo's, LLC as Successor Developer.

[Signature]
_____, Notary Public
Saginaw County, Michigan
My Commission expires: 4/9/2025



Angela R Rinz
NOTARY PUBLIC - STATE OF MICHIGAN
County of Saginaw
My Commission Expires 4/9/2025
Acting in the County of Saginaw

Drafted by and when recorded return to:
Robert A. Jarema, Attorney
Smith Bovill, PC
200 St. Andrews Rd.
Saginaw, Michigan 48638
(989) 792-9641

REPLAT NO. 3 OF BAY COUNTY RESIDENTIAL
CONDOMINIUM COMMUNITY SUBDIVISION PLAN NO. 59
EXHIBIT "B" TO AMEND MASTER DEED OF

IRON BRIDGE AT WHEELER LANDING
CITY OF BAY CITY
BAY COUNTY, MICHIGAN

DEVELOPER:
IRON BRIDGE LLC.
5498 GARFIELD ROAD
SAGINAW, MICHIGAN 48603

PROFESSIONAL ENGINEER:
MICHAEL J. RYBICKI, P.E. 45663
MLR ENGINEERING
134 S. MAIN STREET STE 1
FREELAND, MICHIGAN 48623

PROPERTY DESCRIPTION

DESCRIPTION AS SURVEYED:

PART OF THE SOUTHWEST 1/4, SECTION 16 AND PART OF THE NORTHWEST 1/4, SECTION 21, T14N - ROSE, CITY OF BAY CITY, BAY COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF LOT D, F.W. WHEELER & COMPANY'S SECOND ADDITION TO WEST BAY CITY, MICHIGAN, RECORDED IN PLAT 3, PAGE 16, SAID CORNER BEING AT THE INTERSECTION OF THE NORTHEASTLY LINE OF MARQUETTE STREET AND THE NORTHEASTLY LINE OF BRADLEY STREET (A.K.A. MADISON STREET); THENCE S41°22'30"E ALONG SAID NORTHEASTLY LINE OF MARQUETTE STREET (A.K.A. MADISON STREET), IF EXTENDED, 33.10'; THENCE S53°02'30"W, 76.78'; THENCE S39°42'30"W, 188.68'; THENCE S10°52'10"E, 44.30' TO THE POINT OF BEGINNING; THENCE N40°27'53"E, 135.85'; THENCE S36°00'41"E, 684.69'; THENCE S41°38'06"E, 125.47' TO A TRAVERSE LINE ALONG THE SAGINAW RIVER; THENCE S54°57'07"W ALONG SAID TRAVERSE LINE, 460.88'; THENCE N56°32'45"W, 358.38'; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 500.21' AND A RADIUS OF 973.87' WITH A CHORD BEARING AND DISTANCE OF N13°24'20"E, 494.73'; THENCE WITH A CHORD BEARING AND DISTANCE OF N05°43'52"W, 130.28' TO THE POINT OF BEGINNING, INCLUDING ALL LANDS LYING SOUTHEASTLY OF SAID TRAVERSE LINE AND THE WATER'S EDGE OF THE SAGINAW RIVER, CONTAINING 7.78 ACRES, MORE OR LESS AND IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS OF WAY WHETHER USED, IMPLIED OR OF RECORD.

DESCRIPTION PER IRON BRIDGE AT WHEELER LANDING, BAY COUNTY RESIDENTIAL CONDOMINIUM COMMUNITY SUBDIVISION PLAN NO. 59.
A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 AND A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWN 14 NORTH, RANGE 5 EAST.

A PARCEL OF LAND BEGINNING AT THE NORTHWEST CORNER OF LOT E, F.W. WHEELER & COMPANY'S SECOND ADDITION TO WEST BAY CITY, NOW CITY OF BAY CITY, AS PER PLAT THEREOF RECORDED IN LIBER 3 OF PLATS AT PAGE 16 OF BAY COUNTY RECORDS; THENCE S41°22'30"E, 30 SECONDS EAST, 757.96 FEET ALONG THE SOUTHWESTLY LINE OF SAID LOT E; THENCE SOUTH 47 DEGREES 51 MINUTES 30 SECONDS WEST 594.94 FEET ALONG THE SHORE LINE OF THE SAGINAW RIVER TO A POINT 294.0 FEET NORTHERLY AT RIGHT ANGLES TO THE NORTHERLY RIGHT OF WAY LINE OF MARLE STREET IN MRS. E. P. BIRNEY'S ADDITION TO WENONA, NOW CITY OF BAY CITY, AS PER PLAT THEREOF RECORDED IN LIBER 2 OF PLATS AT PAGE 12 OF BAY COUNTY RECORDS; IF EXTENDED SOUTHEASTLY, THENCE NORTH 56 DEGREES 15 MINUTES WEST 357.87 FEET PERPENDICULAR TO THE NORTHERLY LINE OF SAID MARLE STREET EXTENDED TO THE EASTLY RIGHT OF WAY LINE OF A FORMER P.C.R.R. SPUR TRACK; THENCE NORTHEASTLY 630.70 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 9 DEGREES 39 MINUTES 25 SECONDS EAST 619.74 FEET; THENCE NORTH 39 DEGREES 52 MINUTES 30 SECONDS EAST 197.3 FEET ALONG THE SOUTHERLY LINE OF MARQUETTE STREET TO THE POINT OF BEGINNING, INCLUDING ALL LAND BETWEEN THE NORTHEASTLY AND SOUTHWESTLY LINES OF THE ABOVE DESCRIBED PARCEL EXTENDED SOUTHEASTLY TO THE WATER'S EDGE OF THE SAGINAW RIVER.

SURVEYOR'S NOTE: POSSIBLE TYPED "SOUTH 41 DEGREES 32 MINUTES 30 SECONDS EAST" SHOULD PROBABLY READ SOUTH 41 DEGREES 22 MINUTES 30 SECONDS EAST TO AGREE WITH EXCEPTION CORNER OF LOT E, THENCE SOUTH 41 DEGREES 22 MINUTES 30 SECONDS EAST 757.96 FEET ALONG THE SOUTHWESTLY LINE OF LOT E; THENCE SOUTH 47 DEGREES 51 MINUTES 30 SECONDS WEST, 119.75 FEET; THENCE NORTH 43 DEGREES 21 MINUTES 25 SECONDS WEST, 65.47 FEET; THENCE NORTH 37 DEGREES 24 MINUTES 00 SECONDS WEST, 684.69 FEET; THENCE NORTH 38 DEGREES 26 MINUTES 00 SECONDS EAST, 75.56 FEET TO THE POINT OF BEGINNING.

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.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED 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.

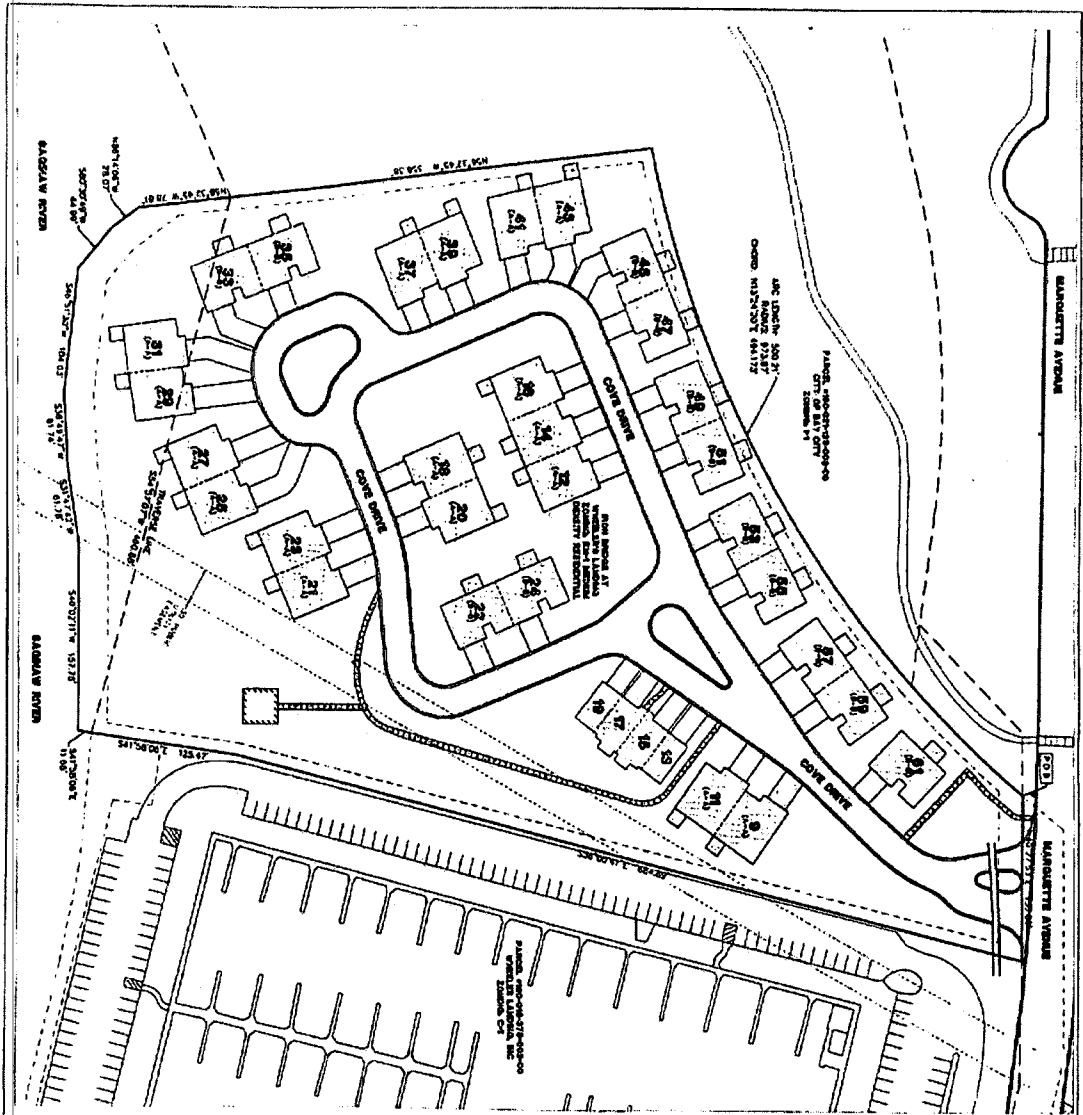
SHEET INDEX

- 1) COVER SHEET
- 2) SURVEY PLAN
- 3) SITE PLAN
- 4) UTILITY PLAN
- 5) BUILDING PLAN, A-A
- 6) BUILDING PLAN, A-A
- 7) BUILDING PLAN, B-B
- 8) BUILDING PLAN, B-B
- 9) BUILDING SECTION SHEET

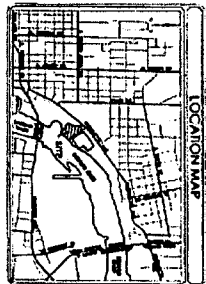
PROPOSED, DATED 9-20-2024

Michael J. Rybicki
MICHAEL J. RYBICKI, P.E. 45663
MLR ENGINEERING

 MLR Engineering CIVIL ENGINEERING & CONSULTING SERVICES 134 S. Main Street, Suite 1, Freeport, Michigan 48603 Phone: (517) 831-5804 www.mlr-engineering.com	IRON BRIDGE AT WHEELER LANDING CITY OF BAY CITY BAY COUNTY, MICHIGAN EXHIBIT "B" DRAWING - COVER SHEET	IRON BRIDGE LLC. 5498 GARFIELD ROAD SAGINAW, MI 48603 PH: 224-3907 ATTN: IRON BRIDGE	FILED: JAN-20 EXHIBIT B-11-21-20		PROJECT LOG
			PROJECT WORK SHEET REVIEW SET DESIGNED BY: MJB DRAWN BY: MJB CHECKED BY: SCALE: N/A SHEET: 1 OF 8		DESIGN & DRAFTING REVIEW SET DATE: 9/20/24 REPLAT #1



NOTES.
1. ALL UTILITIES NOT ALREADY CONSTRUCTED OR EXISTING ON SITE NEED
NOT BE SHOWN

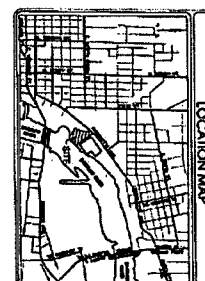


LEGEND
EXISTING CONCRETE SLAB
PROPOSED CONCRETE SLAB
EXISTING DRIVEWAY

PROPOSED, DATED 9-20-2024

Michael J. Reichen
MICHAEL J. REICHEN, P.E.
MICHAEL PROFESSIONAL ENGINEER

MLREngineering CIVIL ENGINEERING & CONSULTING SERVICES 140 S. Main Street, Suite 1, Iron Bridge, Michigan 48023 Phone: (586) 407-5031	IRON BRIDGE AT WHEELER'S LANDING CITY OF BAY CITY BAY COUNTY, MICHIGAN EXHIBIT "B" DRAWING - SITE PLAN	IRON BRIDGE LLC 1405 GARFIELD ROAD SAGINAW MI 48602 (919) 750-3000 ATTN: RICHARD J. BUCHHEIMER	PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: 9-20-2024	PROJECT NO.: 24-001 SHEET NO.: 1 OF 1 SCALE: AS SHOWN DATE: 9-20-2024
---	--	---	--	--



2. SERVICE LINES FOR GAS, ELECTRICITY, TELEPHONE AND CABLE TELEVISION SHALL NOT BE SHOWN ON THIS SHEET.

3. THE LOCATION OF PROPOSED EXISTING UTILITIES AS DEPICTED ON THIS SHEET MAY VARY FROM THE LOCATIONS OF THE UTILITIES AS CONSTRUCTED.

4. SERVICE LINES FOR GAS, ELECTRICITY, TELEPHONE AND CABLE TELEVISION SHALL NOT BE SHOWN ON THIS SHEET.

5. ALL UTILITY MAINS AND APPURTENANCES SHOWN ON THIS SHEET MUST BE MAINTAINED AND PROTECTED BY THE OWNER OF THE PROPERTY AND NOT OTHER ADJACENT OWNERS SHOWN ON THIS SHEET.

6. A SANITARY SEWER SYSTEM, WATER SYSTEM, AND STORM DRAINAGE SYSTEM SHALL BE OWNED, OPERATED, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE ASSOCIATION SHALL ALSO BE RESPONSIBLE FOR THE PROTECTION OF THE SYSTEMS. THE ASSOCIATION SHALL PROVIDE SANITARY SEWER SERVICES TO THE LOTS LOCATED ON THE LOT AND ACROSS THE LANDING PROPERTY TO THE PUBLIC ROAD FRONTED-ON-LAND.

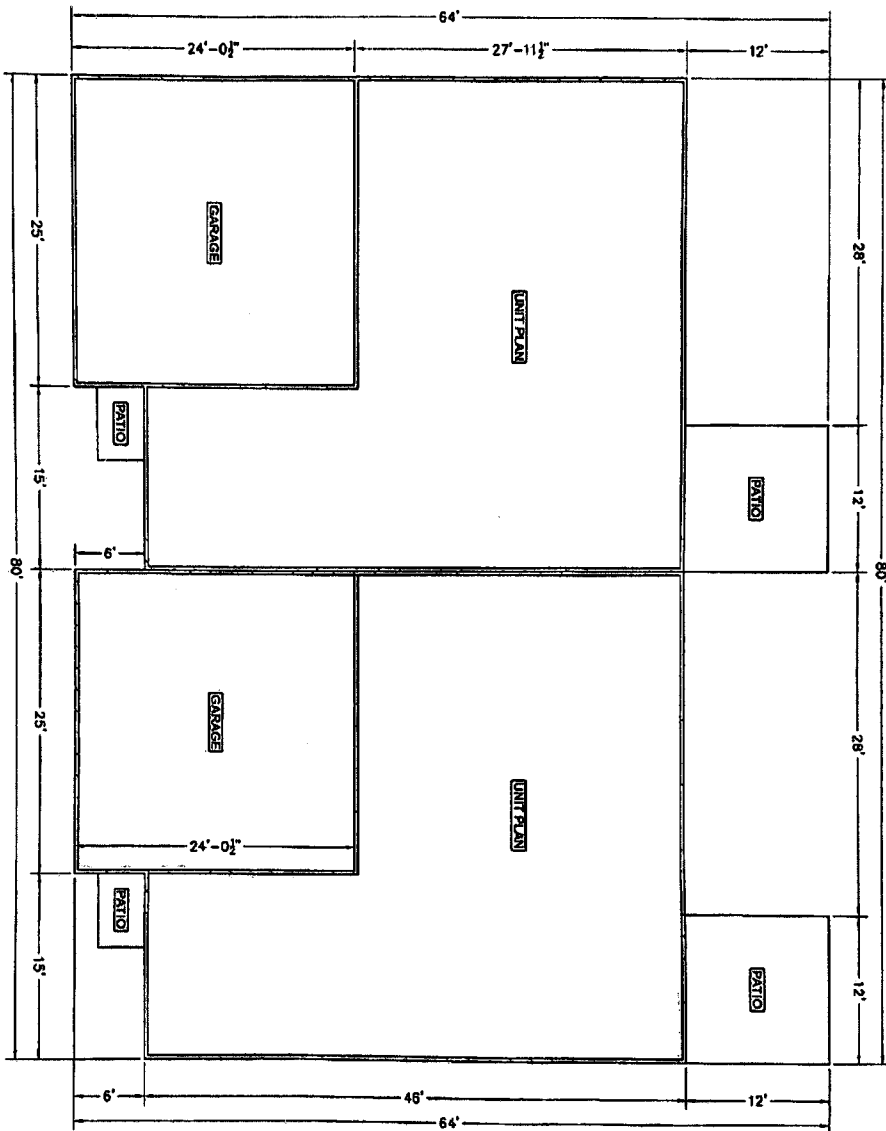
LEGEND	
1	WOUNDED, SECTION CORNER
2	ENDING CALTOMASIN
3	ENDING ULLIV, POWER, POS
4	ENDING WANNON
5	ENDING COBALT
6	ENDING KANTARY, SECTOR
7	ENDING STEER, SLEIGH
8	ENDING MANTROF
9	ENDING WANDOLF
10	ENDING KANTARY, SECTOR
11	ENDING STEER, SLEIGH
12	ENDING MANTROF
13	ENDING WANDOLF

UNDERGROUND ELECTRICAL, GAS, CABLE T.V. AND TELEPHONE SERVICES ARE LOCATED WHEN WORK IS DESIGNATED AS PUBLIC UTILITY EMERGENCY - HANDLED BY OTHERS

PROPOSED, DATED 9-20, 2022

Michael J. Riebel
MICHAEL J. RIEBEL, P.E., ASSESSOR
MICHAEL PROFESSIONAL ENGINEERS

DRAWING NO. 4 MLR Engineering CIVIL ENGINEERING & CONSULTING SERVICES 114 E. Main Street, Suite 1, Flandreau, SD 58528 Phone: (605) 695-5054 www.mlrengineering.com	IRON BRIDGE AT WHEELER'S LANDING CITY OF BAY CITY BAY COUNTY, MICHIGAN EXHIBIT "B" DRAWING - UTILITY PLAN	IRON BRIDGE LLC. 5495 GARFIELD ROAD SAGINAW, MI 48602 (989) 232-5551 ATTN: BRYAN KUSLEGIS	FILE: 243-CV-00341-B-C-0000 PROJECT NAME: IRON BRIDGE AT WHEELER'S LANDING DESIGNED BY: EAM DRAWN BY: BAK CHECKED BY: BAK DATE: 1/14/17 PROJECT LOG <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>COMMITTEE MEMBERS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>MR. JEFFREY A. BROWN</td> <td>10/17/12</td> </tr> <tr> <td>MR. JEFFREY A. BROWN</td> <td>10/17/12</td> </tr> <tr> <td>MR. JEFFREY A. BROWN</td> <td>10/17/12</td> </tr> <tr> <td>MR. JEFFREY A. BROWN</td> <td>10/17/12</td> </tr> </tbody> </table> APPROVED UNDER THE SUPERVISION OF: <i>[Signature]</i> _____ Professional Engineer	COMMITTEE MEMBERS	DATE	MR. JEFFREY A. BROWN	10/17/12	MR. JEFFREY A. BROWN	10/17/12	MR. JEFFREY A. BROWN	10/17/12	MR. JEFFREY A. BROWN	10/17/12
COMMITTEE MEMBERS	DATE												
MR. JEFFREY A. BROWN	10/17/12												
MR. JEFFREY A. BROWN	10/17/12												
MR. JEFFREY A. BROWN	10/17/12												
MR. JEFFREY A. BROWN	10/17/12												



FLOOR PLAN A-A
 DUPLEX UNITS: 9&11, 18&20,
 21&23, 25&27, 29&31, 37&39,
 41&43

LEGEND

- GENERAL COMMON ELEMENTS
- UNITS OF OWNERSHIP
- OWNERSHIP LINES ARE SO DESIGNATED TO EACH OTHER
- GARAGES ARE INCLUDED AS PART OF THE UNIT
- PORCHES AND PATIOS ARE LIMITED COMMON ELEMENTS

PROPOSED, DATED **9-26**, 2024

Michael J. Ryback, P.E.
 MICHAEL J. RYBACK, P.E.
 LICENSED PROFESSIONAL ENGINEER

MLR Engineering
 CIVIL ENGINEERING & CONSULTING SERVICES
 134 S. Main Street, Suite 1, Ferndale, Michigan 48031
 Phone: (979) 652-5538
 www.mlrengineering.com

**IRON BRIDGE AT
 WHEELER'S LANDING**
 CITY OF BAY CITY
 BAY COUNTY, MICHIGAN
 EXHIBIT B DRAWING - BUILDING PLAN: A-A

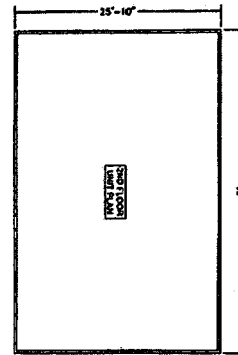
IRON BRIDGE LLC.
 5499 GARFIELD ROAD
 SAGINAW, MI 48602
 (989) 233-3067
 ATRIC BLANCH BRUNGER

FILE: 243-0112 EXHIBIT B - CIVIL ENG.
 PROJECT: WHEELER'S LANDING
 DESIGNED BY: JAR
 DRAWN BY: JAR
 CHECKED BY: JAR
 SCALE: 1"=10'-0"

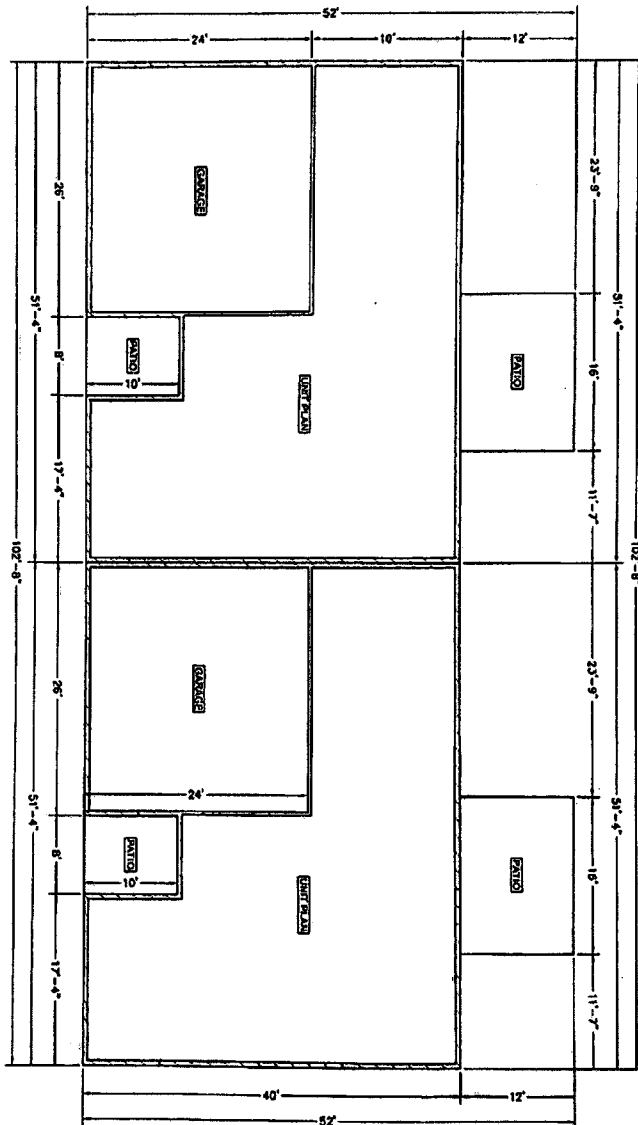


REVISION LOG	
REVISION #	DATE
1	10/11/23
2	10/18/23
3	11/17/23
4	09/26/24

5



MLR Engineering CIVIL ENGINEERING & CONSULTING SERVICES 134 S. Main Street, Suite 1, Portland, Michigan 48632 Phone: (502) 692-5934 www.mlrengineering.com	IRON BRIDGE AT WHEELER'S LANDING CITY OF BAY CITY BAY COUNTY, MICHIGAN EXHIBIT "B" DRAWING - BUILDING PLAN: A-A	IRON BRIDGE LLC 5434 GARFIELD ROAD SAGINAW, MI 48605 (919) 823-3047 ATTN: BUTCH GRUGER	FILE: 24-01-01-001-B-01-000 PROJECT: 24-01-01-001 DRAWING: 24-01-01-001-B-01-000 SHEET: 1 OF 1	PREPARED BY: J.E. GRUGER DATE: 10/1/2024	PROJECT: 24-01-01-001 SHEET: 1 OF 1 DATE: 10/1/2024
			CHECKED BY: J.E. GRUGER DATE: 10/1/2024	PROJECT: 24-01-01-001 SHEET: 1 OF 1 DATE: 10/1/2024	



FLOOR PLAN B-B
 DUPLEX UNITS: 728.21, 318.35
 458.47, 488.51, 538.55, 578.59

LEGEND

- GENERAL COMMON ELEMENTS
- UNITS OF OWNERSHIP
- OWNERSHIP LINES ARE 50 DEGREES TO EACH OTHER
- GARAGES ARE INCLUDED AS PART OF THE UNIT
- PORCHES AND PATIOS ARE LIMITED COMMON ELEMENTS

PROPOSED, DATED 9-26, 2024

Michael J. Ryback
 MICHAEL J. RYBACK, P.E., 45860
 MICHIGAN PROFESSIONAL ENGINEER

MLR Engineering
 CIVIL ENGINEERING & CONSULTING SERVICES
 134 E Main Street, Suite 1, Redford, Michigan 48823
 Phone: (313) 552-5034
 www.mlr-engineering.com

**IRON BRIDGE AT
 WHEELER'S LANDING**
 CITY OF BAY CITY
 BAY COUNTY, MICHIGAN

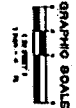
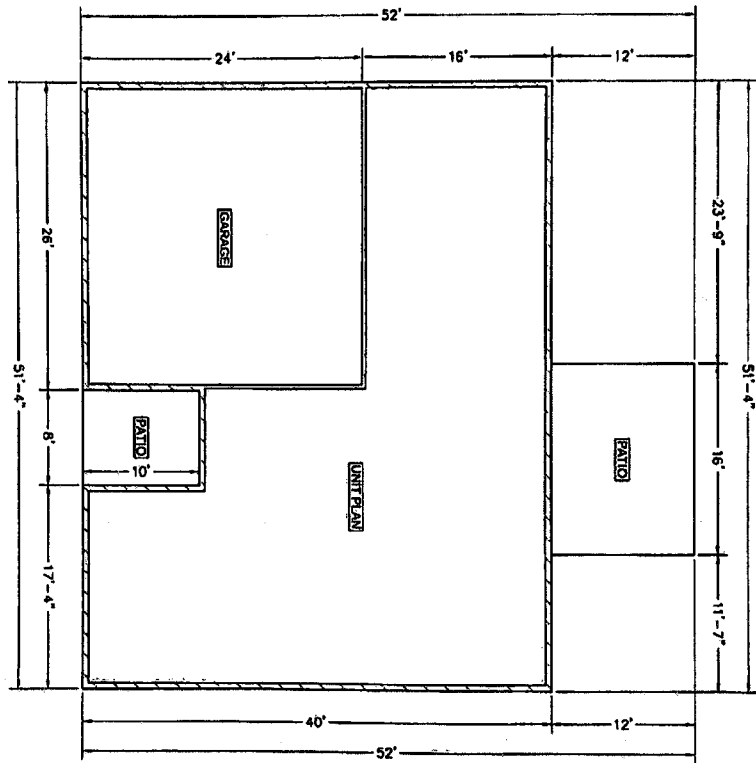
IRON BRIDGE LLC.
 5495 CLARENDON ROAD
 SAGINAW, MI 48603
 (907) 523-5047
 ATTN: BRYAN BRUGGER

DES. 313-552-5034
 PROJECT NO. 48
 DESIGNED BY: BAP
 DRAWN BY: BAP
 CHECKED BY: BAP
 SCALE: 1"=15'



PROJECT NO.	48
DATE	10/21/23
REVISION	10/21/23
REVISION	10/21/23
REVISION	10/21/23
REVISION	10/21/23
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REVISION	10/21/23
REVISION	10/21/23
REVISION	10/21/23
REVISION	10/21/23

EXHIBIT "B" DRAWING - BUILDING PLAN: B-B



FLOOR PLAN B-B
SCALE: 1/8" = 1'-0"

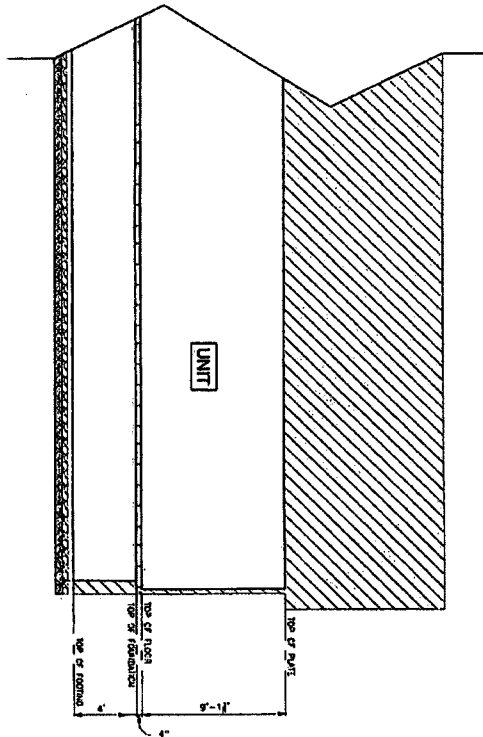
LEGEND

- GENERAL COMMON ELEMENTS
- UNITS OF OWNERSHIP
- OWNERSHIP LINES ARE SO DISPOSED TO EACH OTHER
- GARAGES ARE INCLUDED AS PART OF THE UNIT
- PORCHES AND PATIOS ARE LIMITED COMMON ELEMENTS

PROPOSED, DATED 9-26, 2024

Michael A. Rubin
MICHAEL A. RUBIN, P.E. 45564
LICENSED PROFESSIONAL ENGINEER

MLR Engineering CIVIL ENGINEERING & CONSULTING SERVICES 134 S. Main Street, Suite 1, Ferndale, Michigan 48031 Phone: (586) 952-5034 www.mlr-engineering.com	IRON BRIDGE AT WHEELER'S LANDING CITY OF BAY CITY BAY COUNTY, MICHIGAN SHEET "B" DRAWING - BUILDING PLAN: B-B	IRON BRIDGE LLC. 5475 GARFIELD ROAD SAGINAW, MI 48603 (907) 335-2067 ATTA BUTCH-KRUEGER	FILE: 2024-01-01-01-01-01 PROJECT NO.: 2024-01-01-01-01-01 DESIGNED BY: GJM CHECKED BY: GJM DRAWN BY: GJM SCALE: 1/8" = 1'-0" SHEET: 1 OF 1	PROJECT LOG CONSULTING ENGINEER: 10/1/23 REVIEWED BY: 10/1/23 FINAL SET: 10/1/23 PRINTED BY: 10/1/23
	8			



LEGEND

GENERAL COMMON ELEMENTS

LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE NO DEGREES TO EACH OTHER

GLASSES ARE INCLUDED AS PART OF THE UNIT

PORCHES AND PORCH ARE LIMITED COMMON ELEMENTS



PROPOSED, DATED

9.20

2024

MICHAEL J. RYBICKI, P.E., SEALS
MICHAEL J. RYBICKI, P.E., SEALS
MICHAEL J. RYBICKI, P.E., SEALS

MLR Engineering
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**IRON BRIDGE AT
WHEELER'S LANDING**
CITY OF BAY CITY
BAY COUNTY, MICHIGAN

EXHIBIT "B" DRAWING - BUILDING SECTION SHEET

IRON BRIDGE LLC
8490 GARFIELD ROAD
SAGINAW, MI 48603
THRU 553-3048
ATTN: BUTCH KRUGER

FILE: 245-01 EXHIBIT B-02.DWG
PROJECT NO: 245-01
DESIGNED BY: DM
DRAWN BY: DM
CHECKED BY: DM
SCALE: 1/4" = 1'-0"



PROJECT LOG
EXHIBIT B DRAWING
REVIEW BY
FILE NO.
DATE
REVISION

9