



CITY OF MARQUETTE
PLANNING AND ZONING
1100 WRIGHT ST
MARQUETTE, MI 49855
(906) 228-0425
www.marquettetmi.gov

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: May 24, 2021
SUBJECT: **01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)**

Julie Bowerman, Lakeshore Residences LLC, and Picnic Rocks Pointe Association are seeking approval of an amendment to their previously approved Planned Unit Development (PUD) consisting of 15 residential units in the form of single-family dwellings. They are requesting to revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed. It states that “In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.” They would like it to read that “In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place.” The Planning Commission will review the request and send a recommendation to the City Commission.

The following is an excerpt from the PUD Master Deed paragraph 7.6 Codes and Ordinances of the PUD Master Deed:

“7.6 *Codes and Ordinances*. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.”

Section 54.706 of the City of Marquette Land Development Code (LDC), states:

- “Adjoining a Lot Containing a One- or Two-Family Dwelling or Adjoining a Vacant Lot that Could Contain a One- or Two-Family Dwelling. Where a fence or wall is within ten (10) feet of an adjoining lot containing a one- or two-family dwelling or within ten (10) feet of an adjoining a vacant lot that could contain a one- or two-family dwelling; the fence or wall shall not exceed four (4) feet in height if it is located in the side or front yard (see Section 54.706(C)(1)(a)(iii) for additional front yard requirements), with the exception of required retaining walls.”

- Construction. A fence limited to four (4) feet, as stated in [Section 54.706\(C\)\(1\)\(a\)](#) above, may not have more than 50% of the fence area of solid matter or of closed construction (See [Figure 35](#) for examples of noncompliant fences). A six (6) foot high fence may be of solid, opaque construction. A screening fence required by any City ordinance or by State law may be of solid, opaque construction.

Lots 1-9 of the Picnic Rocks PUD are through lots as they front Picnic Rocks Drive and Lakeshore Park Place Drive. So, they have two front yards and two side yards. Per the LDC, you can only have a 6-ft high closed construction fence in a rear yard. These lots do not have rear yards.

Please review the attached:

- PUD application with support material
 - Picnic Rocks Pointe Condo Excavation Area Exhibit for Lot 9
 - Revisions to the PUD proposal
 - Variances from Ordinance(s) proposal
 - Letter signed by the Homeowner's Association Board 7-25-19
 - Letter from the Homeowner's Association Board 11-13-20
 - 3 Photos of the fence
- 2014 First Amendment Recorded Master Deed
- 2019 Second Amendment Recorded Master Deed
- Area Map
- Block Map
- Photos of site
- Correspondence

RECOMMENDED ACTION:

In accordance with the Land Development Code, the Planning Commission should hold a public hearing, review the proposed major PUD amendment request and support information provided in this packet, and make a recommendation to the City Commission regarding the proposed PUD major amendment.

It is also highly recommended that any recommendation regarding the PUD amendment request include:

After conducting a public hearing and review of the PUD application with support information, and staff memo attachments for 01-PUD-05-09-A8, the Planning Commission recommends that the PUD amendment request be (approved/denied) by the Marquette City Commission (for the following reasons/with the following conditions).

Julie Bowerman

1301 Picnic Rocks Drive
Marquette, MI 49855
906-226-7523
jbowerma@nmu.edu

April 26, 2021

Planning Commission
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

Dear Planning Commission:

Enclosed is a PUD Amendment Application for Lot #9 in the Picnic Rocks Pointe Condominium Development. I am the homeowner for Lot #9 and I am requesting to keep the existing fence on this lot. Before I purchased this lot, I asked if I could have a six-foot fence, as my rescue dog is required to have a taller fence. This fence was approved by the Home Owners Association. Once we were notified that this fence was illegal and could not be approved without a change to the PUD the board met to discuss. An email was sent to every homeowner in the community with a request to change the PUD to allow this fence. Each homeowner sent an email in support of this change except two (and they have been causing problems for this development on every issue). I know that there are other neighbors who support the fence too as it is a busy walking area and the fence provides an obstruction so the dog is not barking as they walk past the home.

Throughout the process of building there were many mistakes made with the approval of this fence. The Board was unaware that they could not legally approve this fence and the builder, this being his first home built from the ground up, was not aware that he needed a separate fence permit in addition to the building permit. Everyone has learned a lot throughout this process and I am confident that there will be no similar mistakes made in this development nor with Hagerty Construction.

In closing, I apologize that this amendment has taken so long to submit. I am a single person and it has taken me longer than expected to save the funds to apply as I lost many work hours in the past year due to COVID-19. I have recently picked up a third job and was finally able to write the check to cover the amendment fee. I greatly appreciate all of the help and patience I have received throughout this process from the Zoning Officials.

Thank you very much for your consideration,

Julie Bowerman

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION



1001 Lakeshore, 1301-1317 Picnic Rocks Dr

0370070; 1300010 to 1300150

CITY STAFF USE

Parcel ID#: 1300090 File #: 01-PUD-05-09-AB Required Narrative Submitted: Y/N
Receipt #: 235260 Check #: 1529 + 1531 Received by and date: AMZ 4-30-21
Concept Plans (12 copies) Submitted: Y/N Hearing Date: _____ Notice Date: _____
Preliminary Plan & Pattern Book (12) Submitted: Y/N Hearing Date: _____ Notice Date: _____
Final Site Plan(12) Submitted: Y/N Contract signed: Y/N Meeting Date: _____
Amendment Plan (12) Submitted: Y/N ^{NA} Meeting Date: 6-1-21

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE PLANNED UNIT DEVELOPMENT REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

FEE SCHEDULE

- | | |
|--|----------------|
| <input type="checkbox"/> PUD Criteria Qualification | \$830 |
| <input type="checkbox"/> PUD Review (includes Site plan Review) | \$3,960 |
| PUD Revision – Administrative Minor | |
| <input type="checkbox"/> Residential (additions, etc.) | \$160 |
| <input type="checkbox"/> Commercial structure, ≥ 3 residential units | \$780 |
| <input checked="" type="checkbox"/> PUD Revision - Major | \$1,920 |

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the Planning Commission page for filing deadline and meeting schedule.

Please review the attached:

- ☐ PUD Timeline
- ☐ PUD Checklist
- ☐ Excerpts from the City Land Development Code
 - Section 54.323 Planned Unit Development
 - Section 54.1402 Site Plan Review

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Julie Bowerman
Address: 1301 Picnic Rocks Dr.
City, State, Zip: Marquette MI 49855
Phone #: 906-226-7523
Email: jbowerma@nmu.edu

APPLICANT/OWNER'S REPRESENTATIVE

Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Marquette staff prior to submitting an application for a Planned Unit Development. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PROPERTY INFORMATION

Property Address: 1301 Picnic Rocks Dr. Property Identification Number: 1300090

Size of property (frontage / depth / sq. ft. or acres): See attached sketch

Zoning District: PUD

Current Land Use: Residential

Surrounding Zoning Districts:

Surrounding Land Use:

North - Municipal

North - Lakeshore Blvd & Lakeshore Arena

East - Conservation & Recreation

East - Picnic Rocks Park

South - PUD, Conservation & Recreation

South - Picnic Rocks Park & Single Family residential

West - PUD

West - Lakeshore Place Condos

PLANNED UNIT DEVELOPMENT INFORMATION

Percentage of Land Use by Type

	Residential	Commercial/ Institutional	Industrial	Open Space	Other	Total
# of Acres	<u>3.81</u>					
% of Total	<u>100%</u>					

Residential Density

Type of Unit	Number of Units	Net Acres	Net Density
Single Family Home	<u>15 permitted by PUD</u>	<u>3.81</u>	<u>3.93</u>
Town Home	<u>0</u>		
Apartments	<u>0</u>		
Other	<u>0</u>		
Total	<u>15</u>	<u>3.81</u>	<u>3.93</u>

Net Acres - Land development for land use type not including right-of-way

Net Density - Number of Units/Net Acres

VARIANCES FROM ORDINANCE(S)

THIS IS A REQUIRED SECTION. FAILURE TO FILL OUT MAY INDICATE THAT THE PROPERTY CAN BE DEVELOPED UNDER CURRENT ZONING DISTRICT STANDARDS.

Please list and justify the request variance(s) from the Zoning or Subdivision Ordinances (attach additional pages if necessary):

Please see Attachment 3

REVISIONS TO PUD

Please list the proposed revisions to your approved PUD (attach additional pages if necessary):

Please see Attachment

SIGNATURE

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted.
2. I desire to apply for the Planned Unit Development Permit indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested Planned Unit Development would not violate any deed restrictions attached the property involved in the request.
4. I have read the attached Planned Unit Development section of the Land Development Code and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a Planned Unit Development but only an application for a Planned Unit Development and is valid only with procurement of applicable approvals.
8. I authorize City Staff and the Planning Commission members to inspect the site.

Property Owner Signature: 

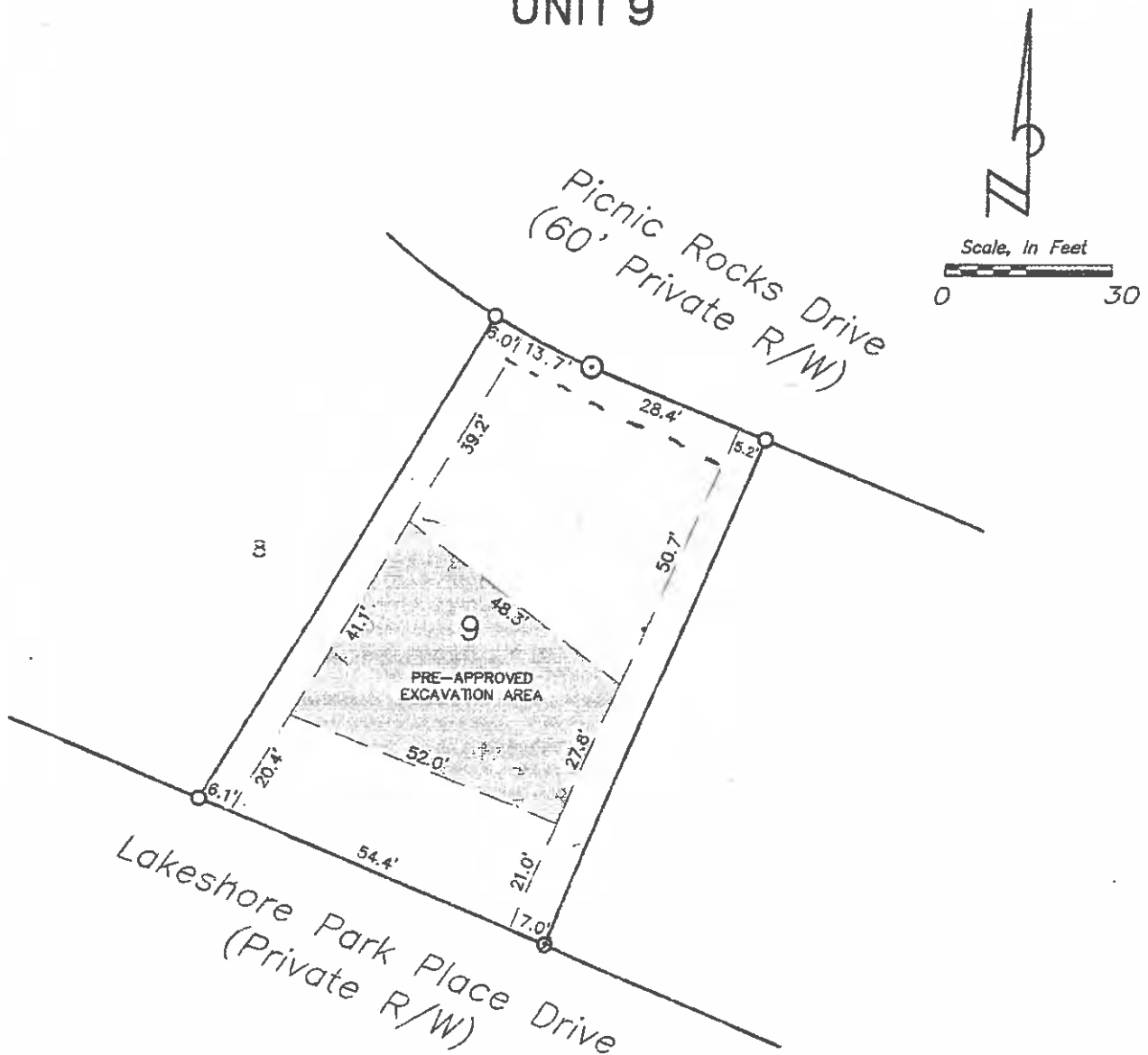
Date: 3/20/21

Applicant Signature: _____

Date: _____

PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 9



JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
LINE NOT DRAWN TO SCALE		

VAN NESTE SURVEYING
 26 YEARS OF PROFESSIONAL SURVEYING SERVICES
 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855
 PHONE (906) 226-6241 FAX 226-6293
www.VanNesteSurveying.com

Revisions to PUD

The current language of paragraph 7.6 Codes and Ordinances of the PUD Master Deed:

“7.6 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.”

Revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed to read as follows:

“7.6 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place.”

Variances from Ordinance(s)

Request for Lot #9 to keep existing six-foot vinyl fence. Justification for this request is that before purchasing this lot the homeowner Julie Bowerman asked if a six-foot fence would be permitted on this lot. Board member and realtor Dano Keller told her that there would not be a problem with the board approving a variance for the six-foot vinyl fence. When Julie Bowerman submitted her development plan, which included the six-foot white vinyl fence, the board did in fact approve the plan (see attached letter of approval). Unfortunately, the board was not aware that legally they could not approve this fence because the PUD adopted the City of Marquette fence regulations instead of creating their own for the development. The builder, this being his first house built from the ground up, also was not aware that he needed to apply for a separate fence permit in addition to his building permit. The reason this fence is so important and was specifically asked if it was permitted before purchase of the land is that homeowner, Julie Bowerman, has a rescue dog from Last Day Dog Rescue that is required to have a six-foot fence, as the dog has been known to jump four-foot fences. Julie Bowerman works long hours and the dog has access to a dog door so that she can relieve herself throughout the day. Lakeshore Boulevard is a busy road and this fence is required to keep the dog safe. Additionally, there are people daily who walk their dogs in this area of the bike path without a leash. This fence is also needed to keep other animals out of the backyard of Lot #9. The current six-foot fence also provides privacy from the dog to the rest of the neighborhood. Nestledown Bed and Breakfast has a gathering area for guests directly behind Lot #9 and throughout the day guests use this area to gather and relax. The current fence allows these guests not to be disturbed by a barking dog. Lastly, the grade of the land and fence placement requires a taller fence because a four-foot fence in the same area would be even with the land and provide no protection. As you can see in the attached photos the back of the house is on a hill, if a four-foot fence is required we will have to move it up the hill (closer to the house) four feet to the top of the hill. In that case, the top of a four-foot fence will be the exact same height as it is currently with the placement of the six-foot fence down the hill. The photos show views of the fence from the neighborhood side, the back and Lakeshore Blvd. As you can see in the photos taken from Lakeshore Boulevard the fence is almost completely hidden by the large pine tree in the community area and cannot be seen, much less cause an obstruction to traffic. This fence has been erect since November 2019 and in that time, there have been no traffic incidents in the area because of this fence as it is not on a corner lot nor can it be seen from the road.



Picnic Rocks Pointe Homeowners' Association, Inc.

1317 Picnic Rocks Dr. Marquette MI 49855

President, Phyllis A. Aurich Vice President, Nancy Seminoff
Secretary, Tom Rulseh Treasurer, Vicki Reuling

July 25, 2019

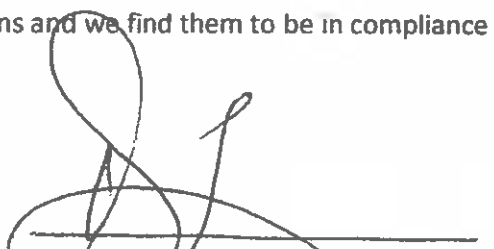
Ms. Julie Bowerman

416 E College Ave.

Marquette, MI 49855

Thank you for submitting the plan details for the new home that you intend to build on Lot # 9 on Picnic Rocks Drive, here in Marquette. The Picnic Rocks Pointe Homeowners Association has reviewed your plans and we find them to be in compliance with our design requirements.


Phyllis A. Aurich, President


Dan Keller Developers' Representative



Picnic Rocks Pointe Homeowners' Association, Inc.

1317 Picnic Rocks Dr. Marquette MI 49855

President, Phyllis A. Aurich Vice President, Nancy Seminoff

Secretary, Tom Rulseh

November 13, 2020

Following a request from Homeowner Julie Bowerman, 1301 Picnic Rocks Drive, for a change in our PUD that would allow her to keep her fence, and having received subsequent majority support from the residents of Picnic Rocks Pointe, a motion was advanced to the Board of the Picnic Rocks Pointe Homeowners Association by way of email. Board member Tom Rulseh circulated the **Motion to support an amendment to the PUD for lot #9 that would permit the existing fence to remain in place provided that the City of Marquette will approve it and that payment of the filing fee for this amendment would be the responsibility of homeowner, Julie Bowerman.** The motion was supported by Board member David Brule. Following responses from other Board members the motion passed on a vote of 3-2 with Dan Keller giving his proxy to David Brule and David Brule casting his vote and Keller's as yes, Tom Rulseh voting yes, and Phyllis Aurich and Nancy Seminoff voting no.

This document will be included with the Minutes of Board Meetings as a formal record of this action by the Board on November 12, 2020.

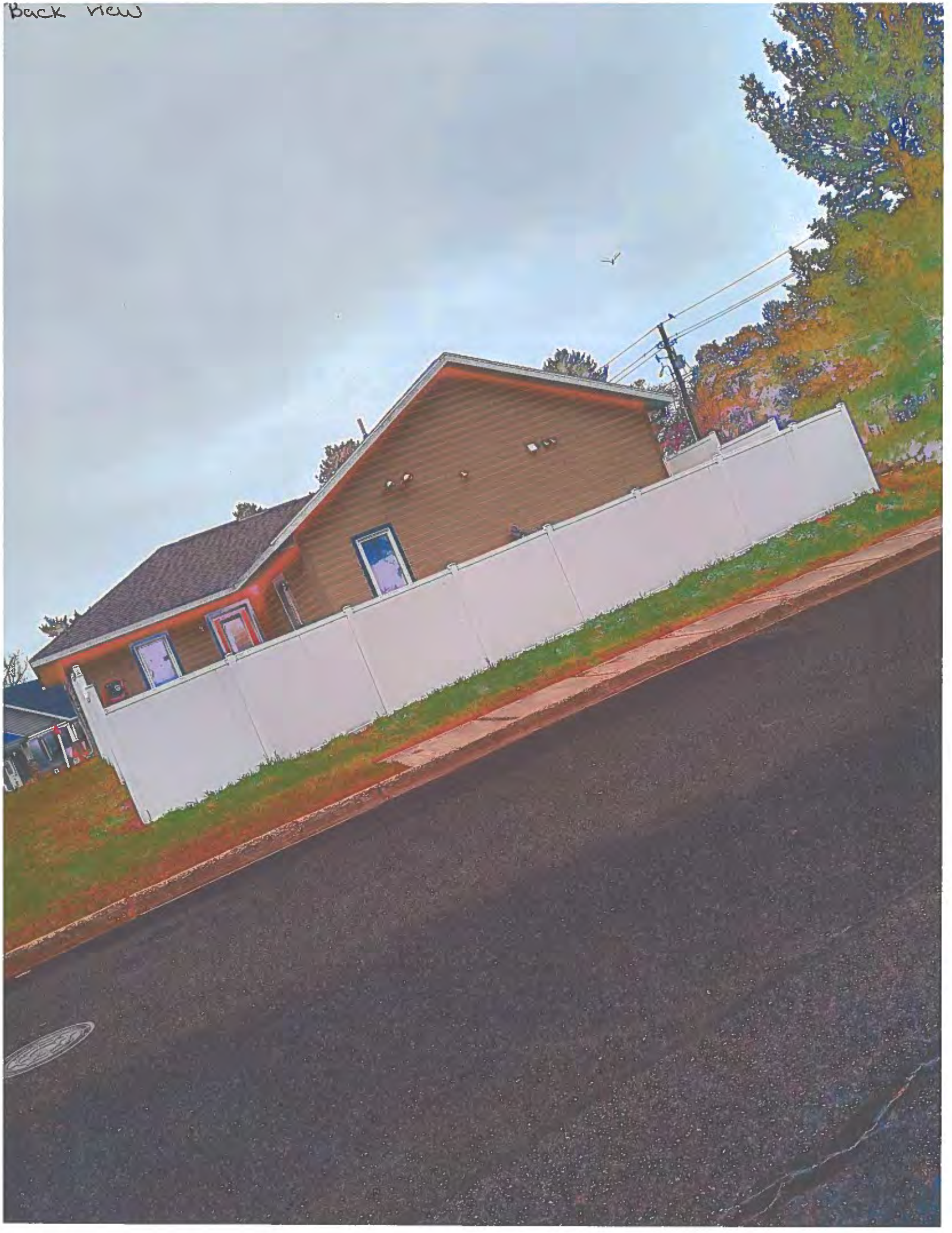
Recorded by Secretary, Tom Rulseh

Ratified on December 2, 2020 at a meeting of the PRPHA Board

Lakeshore Blvd. View



Back view



Side view



RECEIVED APR 11 2014

2:15 p.m.

1 of 77 2014R-03603



* 2 0 1 4 R - 0 3 6 0 3 7 7 *

2014R-03603

PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY, MI

RECORDED ON
04/11/2014 05:19PM
PAGES: 77

FIRST AMENDED MASTER DEED OF PICNIC ROCKS POINTE
Pursuant to the Condominium Act, MCL 559.101 et seq.

Marquette Condominium Subdivision Plan No. 38 containing

1. First Amended Master Deed establishing Picnic Rocks Pointe Condominium;
2. form A to Master Deed: Condominium Bylaws;
3. form B to Master Deed: Condominium Subdivision Plan;
4. form C to Master Deed: Pattern Book;
5. form D to Master Deed: Pre-Approved Excavation Area Exhibit;
6. form E to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership;
and
7. form F to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document drafted by and after recording return to: **Adrianne N. Wolf**
McDonald & Wolf, PLLC
115 S. Lakeshore Blvd., Ste. A
Marquette, MI 49855

This Master Deed is signed and delivered on March 27, 2014, by Lakeshore Residences, LLC, a Delaware limited liability company, of 5257 S. Cicero, Chicago, IL 60632 ("Developer"), on the terms and conditions set forth below.

This Master Deed replaces, in its entirety, the original Master Deed, dated June 27, 2011, and recorded at the Marquette County Register of Deeds as Document No. 2011R-06829 on June 30, 2011.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as Picnic Rocks Pointe Condominium (the "Project"), in the City of Marquette, Marquette County, Michigan, on a parcel of land as described in section 2.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as form A and the Condominium Subdivision Plan attached as form B, to establish the real property described in section 2 (the "Property"), together with the improvements located and to be located on the Property, as a condominium project (the "Condominium") under the provisions of the Michigan Condominium Act (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and 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 in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential site condominium, which is being constructed pursuant to a Planned Unit Development Agreement with the City of Marquette, dated February 22, 2010 and recorded at the Marquette County Register of Deeds on May 27, 2011 as Document No. 2011R-05653. 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 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 Owner Rights. Each owner of a Unit ("Owner") in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

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 a parcel of land situated in the City of Marquette, Marquette County, Michigan, and more fully described as follows:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the East 1/4 corner of said Section 14; thence S01°22'00"W, 39.93' along the East line of said Section 14 to the POINT OF BEGINNING, a found 5/8" rerod with cap on the Southerly Right-of-Way (R/W) line of

Fair Avenue (80' R/W, May 2000); thence N88°34'50"W, 52.51' along said Southerly R/W line; thence S01°22'25"W, 177.55'; thence S32°49'45"E, 132.98'; thence Southeasterly, 112.68' along the arc of a 50.30' radius curve to the right, having a delta angle of 128°21'05", and a chord bearing S32°49'45"E, 90.55'; thence S32°49'45"E, 131.70'; thence S67°01'55"E, 211.31' to the Westerly R/W line of Lakeshore Boulevard (variable R/W, May 2000); thence Northeasterly, 134.78' along the arc of a 1637.02' radius R/W curve to the right, having a delta angle of 04°43'03" and a chord bearing N21°36'58"E, 134.74' along said Westerly R/W line of Lake Shore Boulevard; thence Northwesterly, 277.05' along the arc of a 437.47' radius curve to the left, having a delta angle of 36°17'08" and a chord bearing of N01°40'59"W, 272.44' along said Westerly R/W line of Lake Shore Boulevard to the Southerly R/W line of Agate Street (66' R/W, not constructed, May 2000); thence N58°41'54"W, 301.27' along said Agate Street R/W line to the Southerly R/W line of said Fair Avenue; thence N88°29'12"W, 114.64' along said Southerly Fair Avenue R/W line to the POINT OF BEGINNING. Parcel contains 3.81 acres and is subject to access and utility easements in favor of the City of Marquette.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed 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 and burdened by the ingress, egress, utility, and other easements described or shown on form 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 including, but not limited to, the Articles of Incorporation, Association Bylaws, Rules and Regulations of the Picnic Rocks Pointe Homeowners' 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, MCL 559.101 et seq.
- b. *Association or Association of Owners* means Picnic Rocks Pointe Homeowners' Association, Inc., the Michigan nonprofit corporation of which all Owners shall be members, which 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.
- d. *Common Elements* means the general and limited common elements described in section 4 of this Master Deed.

e. *Condominium Bylaws* means form A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation 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 an Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means form B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns or co-owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Lakeshore Residences, LLC, a Delaware limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the common elements described in paragraph 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the common elements described in paragraph 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

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

p. *Project* or *Condominium* means Picnic Rocks Pointe Condominium, a residential site condominium development of fifteen (15) Units established under the provisions of the Act.

q. *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 Owners unaffiliated with Developer exceed the votes that Developer may cast.

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

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are

a. **Real Estate.** the Property, except for that portion of the Property described in paragraph 5.1 as constituting a part of a Unit and any portion of the Property designated in this section as a Limited Common Element, including easement interests appurtenant to the Property, such as easements for ingress, egress, and utility installation over, across, and through non-Condominium Property or Units in the Project;

b. **Improvements.** lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit and the common sidewalks (if any). All structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located, unless expressly provided to be a Common Element in the Condominium Documents;

c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each Unit;

e. **Water.** the underground sprinkling system for the Common Elements (if any) and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

f. **Sanitary Sewer.** the sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each Unit;

g. **Storm Drainage.** the storm drainage and water retention system throughout the Project;

h. **Telephone.** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

i. **Telecommunications.** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

j. Project Entrance Improvements. any entry signage and other improvements located at or near the entrance to the Project; and

k. 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, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

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 or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. Utility Service Lines. the pipes, ducts, wiring and conduits supplying service to or from a residence now located or subsequently constructed within Unit boundaries for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. Subterranean Land. the subterranean land located within Unit boundaries below a depth of 20 feet, including all utility and supporting lines;

c. Subsurface Improvements. the portion of any footing or foundation extending more than 20 feet below surrounding grade level;

d. Yard Areas. the portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

e. Delivery Boxes. the mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

f. Yard Lights. the yard lights and bulbs installed on each yard area (if any) to illuminate the house number and driveway on that Unit;

g. Driveways. the portion of any driveway, serving the residence constructed within a Unit, located between the residence and the paved roadway; and

h. 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 Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, 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 or Units by subsequent amendment 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 Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit, except for driveways. The Association is responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of the driveways in the Project, except that the affected Owner or Owners shall be assessed the cost of such cleaning, snow removal, maintenance, repair, and replacement on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws.

b. Unit Improvements and Other Owner Responsibilities. Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. Association Oversight. The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. Maintenance by the Association. If an Owner fails, as required by this Master Deed, the Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to

improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer during the Development and Sales Period) will in no event be obligated to repair or maintain any such Limited Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, in accordance with the assessment procedures established by the Condominium Bylaws.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of 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 Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association 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, Developer (during the Development and Sales Period) and the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and 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 to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

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 Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete depiction of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the depiction without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall have its own unique profile and shall include all the space within the Unit boundaries and below to a depth of 20 feet and above the surface to a height of 50 feet as shown on form B, together with all appurtenances to the Unit. The depth and height boundaries for each Unit are to be measured from the average elevation of the centerline of Picnic Rocks Drive adjoining the Unit.

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 every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. 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 register of deeds office in the county where the Project is located. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of the proceeds and expenses of the Association attributable to that Unit and the value of that Unit's Owner(s) vote at meetings of the Association.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the 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. However, no Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All 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 Developer and its successors for any purpose that is similar in nature and effect to that described in paragraph 4.5 of this Master Deed.

5.4 Owner Interest in Common Elements. Each Owner shall have an undivided and inseparable interest in the Common Elements equal to the Unit's Percentage of Value.

Section 6. NONEXPANDABILITY OF THE CONDOMINIUM

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

Section 7. NONCONTRACTIBILITY OF CONDOMINIUM

The Condominium is not a contractible project under the Michigan Condominium Act.

Section 8. EASEMENTS

8.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on 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 over, under, and across the Project (including all Units and Common Elements) in favor of the Association (and Developer during the Development and Sale Period) as may be necessary to develop, construct, and market any Units within the Project and to fulfill any responsibilities of repair, maintenance, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association or Developer to obtain access during reasonable hours and upon reasonable notice to any utilities or other elements which affect other Units or Common Elements and which are located within or must be accessed through any particular Unit or its appurtenant Limited Common Elements.

There shall be easements to, through, and over those portions of the Property (including the Units) 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 reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed in accordance with the Condominium Documents.

The Association shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Property for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Project; subject, however, to the approval of the Developer during the Development and Sales Period.

8.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

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

for the benefit of real property in which Developer owns an interest and real property in which Developer obtains an interest at any time in the future. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

8.3 Easements for Environmental Monitoring. A nonexclusive easement is granted to the Michigan Department of Environmental Quality ("DEQ") and its representatives, successors, and assigns for the purpose of determining and monitoring compliance with the DEQ's restrictions on the Property that are in the chain of title. This easement includes the right of the DEQ to take samples, inspect the operation of the response activities, and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with state law and the restrictions in the Property's chain of title.

8.4 Utility Easement for the City of Marquette. A private, nonexclusive easement for public utilities is granted to the City of Marquette. The location of the easement is more particularly described as:

A 6' wide private easement for public utilities in part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more particularly described as commencing at the 1/4 corner common to Sections 13 and 14; thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southerly Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°29'12"E, 104.63' along said Fair Avenue R/W line to the Easterly R/W line of Picnic Rocks Drive (60' wide private R/W) and the POINT OF BEGINNING; thence continuing S88°29'12"E, 6.00' along said Fair Avenue R/W line to a line parallel with and 6.00' distant from said Easterly R/W line of Picnic Rocks Drive; thence along said 6.00' offset line the following five calls: 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.), 2) Southeasterly, 39.94' along the arc of a 64.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 39.30' to a Point of Tangency (P.T.), 3) S34°14'26"E, 305.74' to a P.C., 4) Southeasterly, 37.38' along the arc of a 64.00' radius curve to the left, delta angle of 33°27'36" and a chord bearing S50°58'14"E, 36.85' to a Point of Tangency (P.T.), 5) S67°42'02"E, 72.51' to the Westerly Lakeshore Boulevard (Variable width public R/W) R/W line; thence Southwesterly, 6.09' along said Lakeshore Boulevard R/W line on the arc of a 437.47' radius curve to the right, delta angle of 00°47'49" and a chord bearing S12°42'43"W, 6.08' to said Easterly R/W line of Picnic Rocks Drive; thence

along said Easterly R/W line the following five calls: 1) N67°42'02"W, 73.52' to a P.C., 2) Northwesterly, 40.88' along the arc of a 70.00' radius curve to the right, delta angle of 33°27'36" and a chord bearing N50°58'14"W, 40.30' to a P.T., 3) N34°14'26"W, 305.74' to a P.C., 4) Northwesterly, 43.69' along the arc of a 70.00' radius curve to the right, delta angle of 35°45'38" and a chord bearing N16°21'37"W, 42.98' to a P.T., 5) N01°31'12"E, 57.14' to the POINT OF BEGINNING, containing 3,101 square feet;

and

A private easement for public utilities in part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more particularly described as commencing at the 1/4 corner common to Sections 13 and 14; thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southerly Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°29'12"E, 38.63' along said Fair Avenue R/W line to the POINT OF BEGINNING; thence continuing S88°29'12"E, 6.00' along said Fair Avenue R/W line to the Westerly R/W line of Picnic Rocks Drive (60' wide private R/W); thence along said Westerly R/W line the following five courses, 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.), 2) Southeasterly, 81.14' along the arc of a 130.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 79.83' to a Point of Tangency (P.T.), 3) S34°14'26"E, 305.74' to a P.C., 4) Southeasterly, 75.92' along the arc of a 130.00' radius curve to the left, delta angle of 33°27'36" and a chord bearing S50°58'14"E, 74.84' to a P.T., 5) S67°42'02"E, 76.22' to the Westerly R/W line of Lakeshore Boulevard (variable width public R/W); thence Southwesterly, 6.00' along said Lakeshore Boulevard R/W line on the arc of a 1637.02' radius curve to the left, delta angle of 00°12'36" and a chord bearing S22°39'24"W, 6.00' to a line parallel with and 6.00' distant from said Westerly R/W line of Picnic Rocks Drive; thence N67°42'02"W, 28.59' along said 6.00' offset line; thence S22°58'05"W, 93.72'; thence N67°01'55"W, 153.27'; thence N22°58'05"E, 20.00'; thence S67°01'55"E, 133.27'; thence N22°58'05"E, 73.48' to said 6.00' offset line; thence N67°42'02"W, 27.59' along said 6.00' offset line to a P.C.; thence Northwesterly, 79.42' along said 6.00' offset line on the arc of a 136.00' radius curve to the right, delta angle of 33°27'36" and a chord bearing N50°58'14"W, 78.30' to a P.T.; thence N34°14'26"W, 149.33' along said 6.00' offset line; thence S57°10'15"W, 95.63' to the Easterly Lakeshore Park Place Drive (variable width private road) R/W line; thence Northeasterly, 42.12' along said Easterly R/W line on the arc of a 50.30' radius curve to the left, delta angle of 47°58'41" and a chord bearing N45°29'57"W, 40.90'; thence N57°10'15"E, 22.68'; thence S33°24'19"E, 15.90'; thence N57°10'15"E, 81.17' to said 6.00' offset line; thence N34°14'26"W, 132.40' along said 6.00' offset line to a P.C.; thence Northwesterly, 78.05' along said 6.00' offset line on the arc of a 136.00' radius curve to the right, delta angle

of 32°52'52" and a chord bearing N17°48'01"W, 76.98'; thence S83°54'28"W, 71.76'; thence S01°22'25"W, 90.49'; thence N88°37'35"W, 20.00'; thence N01°22'25"E, 108.05'; thence N83°54'28"E, 91.81' to said 6.00' offset line; thence N01°31'12"E, 43.81' to the POINT OF BEGINNING, containing 14,316 square feet.

8.5 Access Easement for the City of Marquette. A private, nonexclusive easement for access to the Project for purposes of providing public services is granted to the City of Marquette across Picnic Rocks Drive, the location of which is shown on form B.

Section 9. RECIPROCAL RESTRICTIONS AND COVENANTS

All Units in the Project shall be subject to the following reciprocal restrictions and covenants:

9.1 Single Family Residences Only. Units shall be used exclusively for single-family residential occupancy and purposes incidental to single-family residential occupancy. Only one residence may be constructed within a Unit. No apartment house, rooming house, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

9.2 Home Occupations. 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 unreasonable 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. To be permitted as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

9.3 Approval for Structures. No structure shall be constructed within the boundaries of a Unit until the plans for such structure have been approved in writing by the Developer, if during the Development and Sales Period, or the Association thereafter, pursuant to the Bylaws, to ensure conformity with the Project's overall aesthetics and Pattern Book, attached hereto as form C. No materials may be used on the exterior of any structure within a Unit unless expressly listed in the Pattern Book or specifically authorized in writing by the Developer during the Development and Sales Period or the Association thereafter. No Owner shall use any landscaping or decoration scheme on the exterior of any structure that is inconsistent with the scheme of the Project or the Pattern Book.

9.4 Owner-Occupancy. No Unit may be leased to a non-Owner.

9.5 Completion of Residences. The residence to be built in each Unit must be substantially complete no later than six years from the date the Unit is purchased from Developer. "Substantially complete" as used herein means that a permanent certificate of occupancy has been issued for the residence.

Picnic Rocks Pointe

MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN #38 EXHIBIT 'B' TO THE MASTER DEED OF PICNIC ROCKS POINTE CONDOMINIUM

Part of the Northeast 1/4 of the Southwest 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan

DEVELOPER:

Lakeshore Residences, LLC • 955 Lakeshore Boulevard • Marquette, Michigan 49853

SHEET INDEX:

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Survey, Site, and Utility Plan	Sheet 2



SURVEYORS:

Glenn C. Van Neste
Professional Surveyor # 27464
Travis W. Van Neste
Professional Surveyor # 48895

VNS

VAN NESTE SURVEYING

1401 HUNTER AVENUE, MARQUETTE, MICHIGAN 49855
PHONE (800) 328-6241 FAX 228-9783
www.vannestesurveying.com

LEGAL DESCRIPTION PICNIC ROCKS POINTE CONDOMINIUM

(Recorded as Expandable Area #1 in Lakeshore Park Place Condominium, Marquette County Condominium Subdivision Plan #8)
Part of the Northeast 1/4 of the Southwest 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the East 1/4 corner of said Section 14, thence S01°22'00"W, 39.93' along the East line of said Section 14 to the POINT OF BEGINNING, a found 5/8" iron nail cap on the Southern Right-of-Way (R/W) line of Fair Avenue (80' R/W, May 2000); thence N88°34'50"W, 52.51' along said Southern R/W line; thence S01°22'25"W, 177.55'; thence S32°49'45"E, 132.88'; thence Southeast, 112.88' along the arc of a 50.30' radius curve to the right, having a delta angle of 128°11'05", and a chord bearing S32°48'45"E, 90.53'; thence S32°49'45"E, 131.70'; thence S57°01'58"E, 211.31' to the Western R/W line of Lakeshore Boulevard (variable R/W, May 2000); thence Northeast, 154.78' along the arc of a 1637.02' radius R/W curve to the right, having a delta angle of 04°43'03" and a chord bearing N21°38'58"E, 134.74' along said Western R/W line of Lake Shore Boulevard; thence Northwest, 277.05' along the arc of a 437.47' radius curve to the left, having a delta angle of 36°17'09" and a chord bearing of N01°40'58"W, 272.44' along said Western R/W line of Lake Shore Boulevard to the Southern R/W line of Agate Street (80' R/W, not constructed, May 2000); thence N88°41'54"W, 301.27' along said Agate Street R/W line to the Southern R/W line of said Fair Avenue; thence N88°28'12"W, 14.64' along said Southern Fair Avenue R/W line to the POINT OF BEGINNING. Parcel contains 3.81 acres and is subject to utility easements in favor of the City of Marquette.

LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT 'A'

A 6' wide private easement for public utilities in part of the Northeast 1/4 of the Southwest 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the 1/4 corner common to Sections 13 and 14, thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southern Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°28'12"E, 104.63' along said Fair Avenue R/W line to the Eastern R/W line of Picnic Rocks Drive (80' wide private R/W) and the POINT OF BEGINNING; thence continuing S88°28'12"E, 6.00' along said Fair Avenue R/W line to a line parallel with and 6.00' distant from said Eastern R/W line of Picnic Rocks Drive; thence along said 6.00' offset line the following five calls: 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.); 2) Southeast, 38.94' along the arc of a 64.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 29.30' to a Point of Tangency (P.T.); 3) S34°14'26"E, 305.74' to a P.C.; 4) Southeast, 37.38' along the arc of a 64.00' radius curve to the left, delta angle of 33°27'38" and a chord bearing S00°58'14"E, 38.85' to a Point of Tangency (P.T.); 5) S67°42'02"E, 72.51' to the Western Lakeshore Boulevard (variable with public R/W) R/W line; thence Northwest, 8.09' along said Lakeshore Boulevard R/W line on the arc of a 437.47' radius curve to the right, delta angle of 00°47'49" and a chord bearing S12°42'43"W, 8.08' to said Eastern R/W line of Picnic Rocks Drive; thence along said Eastern R/W line the following five calls: 1) N87°42'02"W, 73.53' to a P.C.; 2) Northwest, 40.88' along the arc of a 70.00' radius curve to the right, delta angle of 33°27'38" and a chord bearing N50°58'14"W, 40.30' to a P.T.; 3) N34°14'26"W, 305.74' to a P.C.; 4) Northwest, 43.65' along the arc of a 73.00' radius curve to the right, delta angle of 35°45'38" and a chord bearing N16°21'37"E, 42.95' to a P.T.; 5) N01°31'12"E, 57.14' to the POINT OF BEGINNING, containing 3.101 square feet.

LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT 'B'

A private easement for public utilities in part of the Northeast 1/4 of the Southwest 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4 of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the 1/4 corner common to Sections 13 and 14, thence S01°22'00"W, 39.93' along the common Section line between 13 and 14 to the Southern Right-of-Way (R/W) line of Fair Avenue (80' wide public R/W); thence S88°28'12"E, 38.83' along said Fair Avenue R/W line to the POINT OF BEGINNING; thence continuing S88°28'12"E, 6.00' along said Fair Avenue R/W line to the Western R/W line of Picnic Rocks Drive (80' wide private R/W); thence along said Western R/W line the following five calls: 1) S01°31'12"W, 57.14' to a Point of Curvature (P.C.); 2) Southeast, 38.94' along the arc of a 64.00' radius curve to the left, delta angle of 35°45'38" and a chord bearing S16°21'37"E, 29.30' to a Point of Tangency (P.T.); 3) S34°14'26"E, 305.74' to a P.C.; 4) Southeast, 37.38' along the arc of a 64.00' radius curve to the left, delta angle of 33°27'38" and a chord bearing S00°58'14"E, 38.85' to a Point of Tangency (P.T.); 5) S67°42'02"E, 72.51' to the Western Lakeshore Boulevard (variable with public R/W) R/W line; thence Northwest, 8.09' along said Lakeshore Boulevard R/W line on the arc of a 437.47' radius curve to the right, delta angle of 00°47'49" and a chord bearing S12°42'43"W, 8.08' to said Eastern R/W line of Picnic Rocks Drive; thence along said Eastern R/W line the following five calls: 1) N87°42'02"W, 73.53' to a P.C.; 2) Northwest, 40.88' along the arc of a 70.00' radius curve to the right, delta angle of 33°27'38" and a chord bearing N50°58'14"W, 40.30' to a P.T.; 3) N34°14'26"W, 305.74' to a P.C.; 4) Northwest, 43.65' along the arc of a 73.00' radius curve to the right, delta angle of 35°45'38" and a chord bearing N16°21'37"E, 42.95' to a P.T.; 5) N01°31'12"E, 57.14' to the POINT OF BEGINNING, containing 4.315 square feet.

NOTES

- The condominium boundary is recorded as Expandable Area #1 in Lakeshore Park Place Condominium, Marquette County Condominium Subdivision Plan #8.
- This condominium project does not lie within a FEMA flood hazard area.

I, Glenn C. Van Neste, a Professional Surveyor in the State of Michigan, hereby certify:

That the subdivision plan known as Picnic Rocks Pointe, Marquette County Condominium Subdivision Plan No. 38, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That the required monuments and iron markers will be located in the ground prior to 01 March 2012, as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 as Amended.

That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 as Amended.



DATE: 24 Jun 2013

PROJECT: Picnic Rocks Pointe Condominium Subdivision Plan #38

DATE OF SURVEY: 24 Jun 2013

DATE OF PLOTTING: 24 Jun 2013

DATE OF PRINTING: 24 Jun 2013

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9.6 Limits of Construction. No structure within the Project that requires any movement of soil may be constructed outside the buildable area for such Unit as shown in the Pre-Approved Excavation Area Exhibit, attached hereto as form D, without the written consent of Developer if during the Development and Sales Period or the Association thereafter, except that this sentence does not apply to Unit 11. In no event may any structure exceed 30 feet in height. All structures on Units 1-9 shall be limited to 2-stories, and structures on Units 10-15 shall be limited to 1 ½-stories.

9.7 Signs. No signs or other advertising devices (other than one professionally made unit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

9.8 Common Areas. The Common Elements shall be used only by the Owners and their agents, 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. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Developer or Association at some future date that affects all or any part of the Common Elements. No Owner shall make any additions, alterations, or modifications to any of the Common Elements without prior written approval of Developer or the Association. The General Common Elements shall not be used for the storage of supplies, personal property, trash or refuse of any kind (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall perform landscaping, planting or decorating of any kind on any Common Element without the prior written approval of the Association.

9.9 Lawn Care. Each Owner shall mow all grass within their respective Unit and Limited Common Elements at least two times each month during the growing season.

9.10 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 unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or 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. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon any Common Element.

9.11 Prohibited Uses. 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, which consent, if given, shall require the Owner to pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No Owner shall permit anything to be done or kept in the 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 violate any law.

9.12 Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property, or allow any unsightly condition, outside a Unit or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on the patio of a Unit only during the appropriate season(s) of reasonable use.

9.13 Pets and Animals. No animals may be kept on any Unit, except for a maximum of three (3) common, domestic, indoor, household pets, without written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Association from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

9.14 Vehicles and recreational vehicles. No commercial vehicle, recreational vehicles, house trailers, motor homes, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, boats, boat trailers or other types of trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property 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 vehicle except within a garage or residence where totally isolated from public view. No unlicensed or inoperable vehicles may be parked or stored outside of the garage.

9.15 Trash Containers and Pick Up. All trash shall be placed in containers subject to the Association's approval and kept inside the garage or other fully enclosed area except that Owners may place trash containers on Common Elements as reasonably necessary for collection the next day.

9.16 Solar Panels and Satellite Dishes. No exterior radio, television or other antenna, aerials, or solar panels, may be installed on the exterior of any building unless the type, design, and location has been approved in writing by the Association. An Owner may install a small satellite dish or other receiving dish on the exterior of a building, subject to reasonable prior approval by the Association for size, location, color, and screening. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.

9.17 Hazardous Materials. Owners shall not, nor shall they permit their agents, invitees, contractors or subcontractors (collectively, "Owners' Agents") to, bring on, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Project except ordinary cleaning chemicals and solutions, suitably packaged goods offered for sale at retail, none of which may pose any significant threat of contamination of the Project. Each Owner shall cause the presence, use, storage, or disposal of any Hazardous Materials on, in, under, or about the Project by the Owner or the Owner's Agents to be in compliance with all applicable laws, rules, regulations, and orders. Each Owner shall defend, indemnify, protect, and hold harmless the Association from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and

costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Material in, on, under, or about the Project caused by the acts, omissions, or negligence of the Owner or the Owner's Agents. The term "Hazardous Materials" as used herein means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local government authority, any agency of the State of Michigan, or any agency of the U.S. government.

9.18 Window Treatments. Window treatments shall be installed within sixty (60) days of occupancy of a residence in the Project. No sheets, blankets, bedspreads, newspapers, aluminum foil, or other material not commercially made for use as a window treatment may be used as a temporary or permanent window treatment for any Unit.

9.19 Additional Structures. No additional temporary or permanent structure, including, but not limited to kennel fencing and hot tubs, shall be constructed or placed in the Development without the prior written approval of the Association.

9.20 Elevations and Surface Water. No changes in land elevations shall be made on any Unit that will cause undue hardship to any adjoining Unit. No change to the surface water management system or draining direction of the Property shall be made without the prior approval of the Association. The Association reserves the right to correct any undesirable areas of standing water or other poor drainage which may develop or exist anywhere on the Property.

9.21 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

a. Nonmaterial Changes. An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any 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) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the

Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. Material Changes. An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. Reserved Developer Rights. During the Development and Sales Period, this Master Deed and forms A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns. Notwithstanding paragraph (b) above, Developer may unilaterally make a material amendment to the Condominium Documents without the consent of any Owner or mortgagee for any of the following purposes:

- i. to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project;
- ii. to the extent required by any federal, state, or local agency in order to permit the residential occupancy of the Property;
- iii. to comply with any requirements of any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- iv. to correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Condominium Documents;
- v. to clarify or explain the provisions of the Condominium Documents;
- vi. to make, define, or limit easements affecting the Project; or
- vii. to record an "as built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any improvements, if any, not shown on the Plan attached hereto.

d. 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 on a vote of the Owners, the costs of which are expenses of

administration. The 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 an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners, in the following manner:

a. Termination Agreement. Agreement of the required number of Owners to termination of the Project shall be evidenced by the Owners' 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 where the Project is located.

b. Real Property Ownership. On recordation of a document terminating the Project, each Owner shall be deemed to hold fee simple title to his/her Unit, and the Common Elements shall be owned by the 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 Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit and Limited Common Elements.

c. Association Assets. On recordation of a document terminating the Project, any rights the 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, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the 10 year time period expires, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

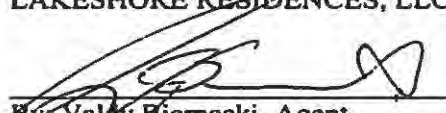
Section 12. DEVELOPER'S RIGHT TO PUT ADDITIONAL BURDENS ON THE PROPERTY

Developer may unilaterally agree to and record with the Marquette County Register of Deeds any document (including, but not limited to, easements and restrictive covenants) required by a federal, state, or local government agency to permit residential occupancy of the Property.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.


DEVELOPER

LAKESHORE RESIDENCES, LLC


By: Valdy Biernacki, Agent

STATE OF MICHIGAN)
COUNTY OF MARQUETTE) ss

On this 27th day of March, 2014, before me a Notary Public, in and for said County, personally appeared Valdy Biernacki, to me known to be the same person described herein and who executed the foregoing instrument as agent of Lakeshore Residences, LLC, and who acknowledged the same to be the free act and deed of Lakeshore Residences, LLC.


Sheryl A. Mardi, Notary Public
Marquette County
My Commission Expires: 07/07/14
Acting in Marquette County

FORM A

PICNIC ROCKS POINTE CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Picnic Rocks Pointe is a residential site condominium project located in the City of Marquette, Marquette County, Michigan being developed in a single phase, to comprise a maximum of 15 building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. 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 Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future 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 the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance or the act of occupying a Condominium 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. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Unit shall be entitled to one vote when voting by number and one vote, the value of which shall equal the total of the Percentage of Value assigned to the Unit, when voting by value. If there is more than one Owner of a Unit, the Unit's vote shall be exercised in accordance with the majority ownership. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulative voting shall be permitted.

2.3 Eligibility to Vote. No member other than Developer will be entitled to vote at any meeting of the Association until the member has presented written evidence of ownership of a Unit in the Project, nor shall the member be entitled to vote (except for elections pursuant to paragraph 4.2) before the Initial Meeting of Members. A member shall be permitted to vote only if the member is not in default of payment of assessments levied against the member's Unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 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 Owner(s). 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.

2.5 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.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the votes cast (counting only those entitled to vote) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law require a majority exceeding a simple majority.

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 have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. Developer may call meetings of members of the Association for informational or other appropriate purposes before 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. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no 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.

3.3 Special Meetings. Special meetings of the Association may be called by the Board of Directors or upon the request of 5 members made to the Board of Directors in writing. Notice of the meeting's date, time, place, and purpose shall be mailed to each member not less than 30 days before the date of the meeting.

3.4 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to a Unit, or within 120 days after conveyance of five Units, whichever first occurs, Developer shall select two or more persons from the non-Developer Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-Developer 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 at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.5 Quorum of Members. The presence in person or by proxy of members in good standing entitled to cast 35 percent of the total number of votes in the Association shall constitute a quorum of members. The written vote of a member properly furnished at or before a meeting at which the member is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association, so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Board Composition. The Board of Directors shall consist of five elected members: four elected officers, as set forth below, and one member at large. The number of directors can be changed by an affirmative vote of a majority of the total number of votes in the Association entitled to be cast. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 1 Unit in the Project.

4.3 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper 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 Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in paragraph 4.2. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

4.4 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper 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 Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in paragraph 4.2.

4.5 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including 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 governing the use of the Condominium Property not inconsistent with these Bylaws;
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes;
- 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, restrictive covenants, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the 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 or other casualty or as a result of condemnation or eminent domain proceedings;

j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and

k. 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.

4.6 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. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each 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 times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.7 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense, unless provided otherwise in the Master Deed or unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain,

repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. 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 or the Common Elements.

4.8 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. 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 of Directors should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.9 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 on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the 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 Developer.

4.10 Managing Agent. The Board of Directors may employ a management company or managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize, including, but not limited to, the powers and duties described in paragraph 4.5. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.11 Officers. The officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. Each of the officers is also a member of the Board of Directors. The duties of the officers shall be as follows:

a. **President.** The President shall preside at all meetings of the Association and shall appoint such committees as the President or the Association shall consider expedient or necessary. The President shall sign all leases, contracts, or other instruments on behalf of the Association. The President shall also serve as Chairman of the Board of Directors.

b. **Vice President.** In the absence of the President, the Vice President shall perform the President's duties. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

c. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association. The Secretary shall mail out all notices for meetings of the Association and shall perform such other duties as may be required by the Condominium Documents, the President, or the Association.

d. **Treasurer.** In the absence of both the President and Vice President, the Treasurer shall preside and assume the duties of the President. The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Association, and disburse funds as authorized by the Association. The Treasurer shall keep regular accounts of all receipts and disbursements, submit the records when requested, and file an itemized statement at annual meetings of the Association. The Treasurer, President, or Vice President may sign checks and withdrawal slips on behalf of the Association.

4.12 Qualifications. Except for the directors selected by the Developer prior to the Initial Meeting of Members, the officers and directors of the Association shall be members of the Association, in good standing at the time of their election. No more than one owner of a particular Unit may serve as an officer or director.

4.13 Elections. Nominations may be made by any member of the Association, and officers and directors shall be elected by a plurality vote at the Annual Meeting. Officers and directors shall serve for a term of two years.

4.14 Vacancy. If a vacancy occurs among the officers or directors, the Board of Directors shall fill the vacancy for the remainder of the director's or officer's term.

4.15 Removal. Any director or officer may be impeached and removed from office by the affirmative vote of 66 percent of the total number of votes in the Association entitled to be cast.

4.16 Compensation. Neither the Board of Directors, officers, nor members serving on committees shall receive any salary or compensation for services rendered to the Association, but may be reimbursed for funds advanced on behalf of the Association as approved by the Board of Directors.

4.17 Indemnification. 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 failed to be taken on behalf of the Association.

Section 5. ASSESSMENTS

5.1 Administrative 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 Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

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

a. Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that 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. 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 shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. Budget Adjustments. If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board of Directors is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors 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. The Board of Directors may make special assessments in excess of those permitted by sub-paragraphs (a) and (b) from time to time following the approval of the Owners to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year or (ii) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this sub-paragraph (but not those assessments referred to in sub-paragraphs (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 66 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this sub-paragraph 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.

5.3 Apportionment of Assessments. All assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the

existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board of Directors elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly 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 the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve an Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board of Directors deems proper to operate and maintain 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. Any reserves established by the Board of Directors before the Initial Meeting of Members shall be subject to approval by the members at the initial meeting. The Board of Directors shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the 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 Owner in paying any assessment, the Board of Directors may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board of Directors may impose reasonable fines and charge interest at the highest legal rate on 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 on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the 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. On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer 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 discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use 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, but this provision shall not operate to deprive any Owner of ingress and egress to and from the 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 the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. Preturnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. Postturnover Expenses. After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer.

c. Exempted Transactions. Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance,

reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property or Common Elements, except for the calendar year in which the Project is 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 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 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.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each 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 Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Project, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible

for maintaining insurance with respect to the Limited Common Elements, 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, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual 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 Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the votes entitled to be cast by Owners are to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

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 Owner of the affected Unit 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 Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. However, if the damaged property is a Limited Common Element and is the sole means of ingress and egress to more than one Unit in the Project, it must be rebuilt or repaired unless agreed otherwise by all affected Owners. The 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.

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 the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. Condominium Units. In the event of the taking of all or any portion of a Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the 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 its distribution to its members according to their Percentage of Value. A majority of the votes entitled to be cast in number shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has 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 Owners based on 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 of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If 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, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Pattern Book and Condominium as a whole.

7.3 Association Review. Following the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to the Association's Board of Directors, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by the Board of Directors. The Board of Directors shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, the Board of Directors shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Pattern Book and Condominium as a whole.

7.4 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders approved in writing by Developer or, following the Development

and Sales Period, by the Association's Board of Directors and licensed as required by the State of Michigan. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. The qualifications of the proposed builder along with its reputation in the community may be taken into consideration before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or Association.

7.5 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. Construction Materials. Each residence shall be finished with materials listed in the Pattern Book or materials of a similar quality. Any children's play areas and fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for Developer or Association approval, and samples shall be furnished to the Developer or Association on request.

b. Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One story home – 1,400 sq. ft.
- One and a half story home – 1,600 sq. ft.
- Two story home – 1,800 sq. ft. (with a minimum of 1,200 sq. ft. on the first floor)

c. Roof Orientation. Any structure to be constructed on Units 10-15 shall be oriented and designed to minimize the obstruction of the view of Lake Superior from Lots 1-9.

d. Garages and Driveways. Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls. The Developer will construct a driveway to serve the residence on each Unit, and the Owner is responsible for its construction cost. Units 2, 3, 4, 5, 6, 7, 12, and 13 share a driveway with another Unit, and any Owner of Unit 2, 3, 4, 5, 6, 7, 12, or 13 shall design and build all structures on the Unit to accommodate the shared driveway as designed and/or built by Developer. The cost of constructing the shared driveways to Units 2, 3, 4, 5, 6, 7, 12, and 13 will be split equally amongst all Units adjoining each driveway.

e. Letter and Delivery Boxes. The Association will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a

mailbox and delivery box or pay the reasonable cost of installation as determined by the Association for installation by the Association.

7.6 Codes and Ordinances. In addition to the construction requirements in this section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.7 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Developer or Association. Once construction has started, work on the residence must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Association may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.8 Reserved Developer Rights. The purpose of this section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.9 Permitted Variance. The Developer, during the Development and Sales Period, or the Association thereafter may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements; except that no variance from the requirements of this section shall be granted if such variance would violate the Planned Unit Development ("PUD") Agreement (as amended from time to time) with the City of Marquette.

7.10 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.11 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8: Use and Occupancy Restrictions

8.1 Zoning Compliance. In addition to the restrictions in section 9 of the Master Deed and section 7 of these Bylaws, the use of any Unit or structure on the Property must satisfy the

requirements of the PUD Agreement with the City of Marquette unless an amendment to the PUD has been obtained.

8.2 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 Association's Board of Directors. Copies of the rules and regulations must be furnished by the Board of Directors to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board of Directors or 60 percent or more of all Owners.

8.3 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 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, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by the Condominium Documents and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce the Condominium Documents throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity and for damages.

8.4 Remedies on Breach. In addition to all other available remedies, the Association shall have the right, in the event of a violation of the restrictions on construction, use and occupancy imposed by these Bylaws and the Master Deed, to enter the Unit and/or Common Elements and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium Project 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 regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to 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 (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors 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 of Directors has notice of their participation.

Section 10. TRANSFER OF UNITS

10.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

10.2 Notice to Association. Whenever a Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 11. ARBITRATION

11.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

11.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. The Association's Option. At the exclusive option of the Association, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

11.3 Preservation of Rights. Election by any 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 12. OTHER PROVISIONS

12.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached or, if not defined in the Master Deed, as defined in the Act.

12.2 Enforcement by Association and Owners. In addition to other available remedies, the Association is entitled to compel enforcement of any provision of the Condominium Documents by an action for injunctive relief or damages. An aggrieved Owner may maintain an action against the Association to compel it to enforce the terms and provisions of the Condominium Documents, and an aggrieved Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents. In a proceeding to enforce the Condominium Documents, the Association or the aggrieved Owner, if successful, shall recover the costs of the proceeding and reasonable attorney fees.

12.3 Assignment and Succession. Developer may assign any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

12.4 Severability. If 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, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

12.5 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 Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any 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 U.S. mail with postage prepaid or when delivered in person.

12.6 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by the Master Deed.

12.7 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
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association
6. Disclosure Statement

FORM B

Picnic Rocks Pointe

MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN #38
EXHIBIT 'B' TO THE MASTER DEED OF PICNIC ROCKS POINTE CONDOMINIUM

Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plot of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 23 West, Marquette County, Michigan.

Survey, Site, and Utility Plan

VICINITY MAP - NO SCALE



TOTAL PARCEL AREA	
EXCLUDING	
PICNIC ROCKS DRIVE	132,213 Sq. Ft.
3.04 Acres	
GENERAL COMMON AREA	
16,088 Sq. Ft.	
UNIT	SQUARE FEET
1	8,013
2	7,532
3	7,470
4	6,640
5	6,700
6	7,640
7	8,220
8	6,644
9	8,018
10	8,583
11	6,112
12	11,815
13	11,271
14	8,288
15	7,178

LEGEND

- 4"x38" Concrete Monument (Major Boundary Corners)
- 5/8" Rebar w/ P.S. CAP #27464 (Minor Boundary Corners)
- Coordinate Point
- Curve Number
- Unit Number
- Elevation Benchmark
- Point of Beginning
- Clear Vision Line
- 30.12'
- Boundary Dimension
- Easement Line
- Public Utility Easement
- General Common Element
- Concrete Surface
- Power Pole
- Fire Hydrant
- Light Pole
- Catch Basin
- Storm Sewer Manhole
- Sanitary Sewer Manhole
- Overhead Utility Line
- Watermain
- Sanitary Sewer Line
- Force-main Sanitary Sewer Line
- Storm Sewer Line
- Natural Gas Line
- Underground Telephone Line
- Underground Electric Line
- Existing Contour Line

NOTES

- Location of water main was determined by information from the City of Marquette Engineering Department. The locations were not field verified.
- Sewer lines were field located.
- Existing storm lines were field located.
- Electric and phone line locations determined by field location of utility company markings and are in both utility easements A and B.
- Gas main is entirely within the Right-of-Way of Fair Avenue per information from Sarnco Energy. The location was not field verified.
- Cable television information was not available.
- There will be no street lighting on Picnic Rocks Drive.
- Ponds in General Common Element are for storm water detention.
- Northern Benchmark Spike in Run of 28" White Pine Elevation = 808.00' (NGVD 1929)
- Easterly Benchmark Spike in Base of 22" Red Pine Elevation = 809.04' (NGVD 1929)

Curve Table

NUM	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
1	112.88'	50.10'	128°21'00"	S 12°49'43" E	60.00'
2	134.78'	163.70'	04°43'00"	N 21°40'58" E	134.75'
3	27.05'	437.47'	36°12'08"	N 01°40'38" W	27.44'
4	40.88'	20.00'	172°1'36"	S 50°58'14" E	40.30'
5	240.80'	427.47'	12°14'55"	N 05°13'51" W	237.44'
6	75.92'	130.00'	33°27'36"	S 50°58'14" E	76.84'
7	61.14'	130.00'	30°43'46"	S 10°21'47" E	78.83'
8	63.85'	70.00'	12°45'38"	S 10°21'47" E	42.98'

Coordinate Table

Node (U)	Northing	Eastings
A	48793.7100	49840.0340
B	48753.2947	49830.0818
C	48754.5855	49786.5883
D	48577.1019	48787.3268
E	48485.3841	49854.4203
F	48388.2737	49903.3178
G	48278.6060	49874.8175
H	48198.1573	50180.4858
I	48371.4188	50119.1037
J	48553.7421	50111.1018
K	48750.2674	49853.6708

I, Glenn E. Van Nests, a Professional Surveyor in the State of Michigan, hereby certify:

That the subdivision plan known as Picnic Rocks Pointe, Marquette County Condominium Subdivision Plan No. 38, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That the required monuments and iron markers will be located in the ground prior to 01 March 2012, as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 as Amended. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 as Amended.

That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 as Amended.



NAME: Glenn E. Van Nests DATE: 24 April 2013

JOB # 10000 SCALE: 1" = 40' DATE: 24 April 2013

(BY) MEASURED (IN) MEASURED DRAWN BY: GVN

LINE NOT SHOWN TO SCALE

VAN NESTS SURVEYING
28 YEARS OF PROFESSIONAL SURVEYING SERVICES
1401 SUMMIT AVENUE, MARQUETTE, MICHIGAN 49855
PHONE: (800) 276-6241 FAX: 226-6363
www.vannestsurveying.com

As-Built June 2013

FORM C

Picnic Rocks Pointe
Marquette, Michigan

Preliminary Planned Unit Development Plan
Pattern Book



Contents

1	Introduction	1
2	Concept	2
3	Home Types	3
4	Architectural Character	7
5	Site Elements	10

Preliminary Planned Unit Development Plan
Pattern Book

Picnic Rocks Pointe

Lakeshore Boulevard
Marquette, Michigan

Presented to:

The City of Marquette
Community Development Department
300 West Baraga Avenue
Marquette, MI 49855

May 5, 2009
Revised March 1, 2011

Owner:

Lakeshore Residences LLC
955 Lakeshore Boulevard
Marquette, MI 49855

Architect:

John Larson Architect
237 Fortress
Gwinn, MI 49841

Tel: 906.372.9290
Email: jl Larsonarchitect@gmail.com

1 Introduction

This pattern book is intended to convey the design intent for the proposed Picnic Rocks Pointe neighborhood. This traditionally styled residential 'neighborhood' will be developed on a parcel located at the corner of Lakeshore Boulevard and Fair Avenue, adjacent to the existing "Park Place" condominium development. This document will describe the proposed architectural character of future residences including information on proposed building forms and materials.



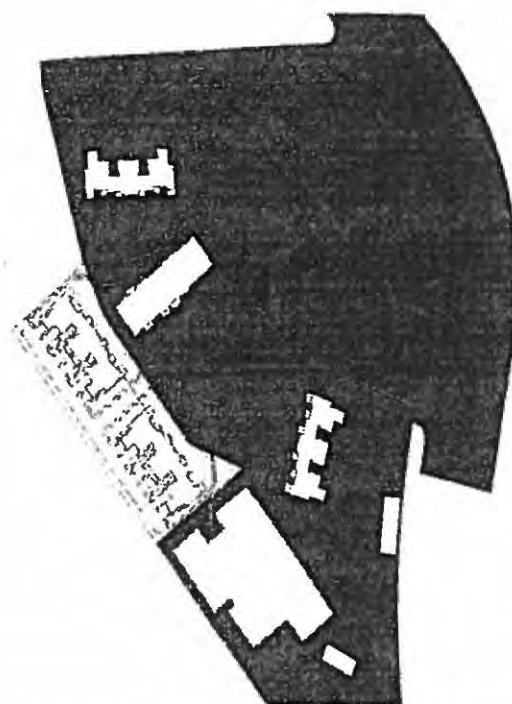
View of Lake Superior at Picnic Rocks

2 Concept

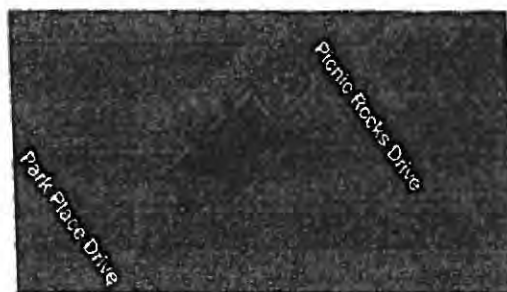
The Picnic Rocks Pointe Condominium development is comprised of fifteen single-family home lots at the corner of Lakeshore Boulevard and Fair Avenue on the city's northeast side. The development will be attractive to future home buyers who will enjoy the site's proximity to Lake Superior, the public Picnic Rocks Park and beaches, and the Lakeshore Boulevard walking path. The development will include a new Picnic Rocks Drive.

The lots are proposed to be sold as site condominiums. Purchasers will own the unit encompassed by the property lines of each lot. Individual owners will design and build their respective residence. The development owner shall monitor and approve home and landscape design and construction, through condominium bylaws and covenants. The bylaws and covenants for architectural character of the homes shall be based upon this Pattern Book and PUD agreement with the City of Marquette.

The mission of the development is to create a residential neighborhood with uniform high construction and design standards. At the same time, it provides each initial owner freedom to create a home unique to individual living needs and aspirations and specific lot limitations. The goal is to have individual unique homes in the context of overriding uniformity to the development as a whole. The following Prototypical Home Types Section and Architectural Character Section begins the development of the guidance to carry out this mission.



Picnic Rocks Pointe Site — Example Two-Story and One-Story House Footprints

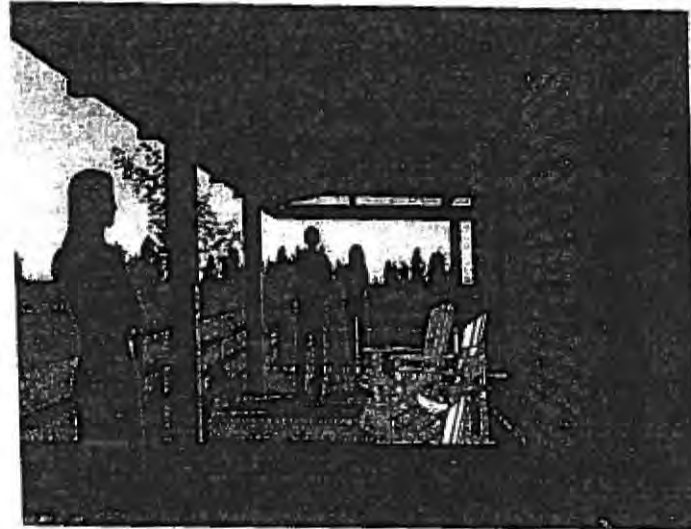


Two-Story House Site Layout



One-Story House Site Layout

3 Home Types



Upper level porch – Two-Story Concept Two

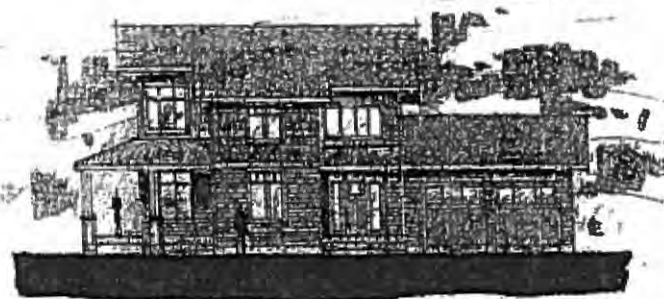
Two schematic home types have been developed to convey an example of the proposed architectural character of the Picnic Rocks Pointe residential neighborhood. A two story option is proposed for lots south of Picnic Rocks Drive and a one story option for lots north of Picnic Rocks Drive. All homes will have full basements under the living area. Homes on the lots north of the drive shall be limited to one and a half stories and the homes on the lots south of the drive shall be limited to two stories. All homes shall be constructed within the set back lines indicated on the site plan.

As outlined in the concept section 2, each individual lot owner shall design and build their own home for Picnic Rocks Pointe. Therefore the Home designs on the proceeding pages do not reflect specific final designs that may be constructed on the lots. The home schematics are prepared hypothetically as an example to illustrate the potential architectural character of the residential neighborhood. Refer to section 4 Architectural Character for additional details, façade materials etc.

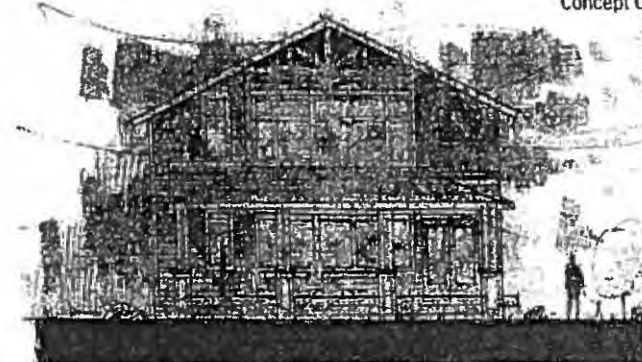
Two Story Home

Concept Only

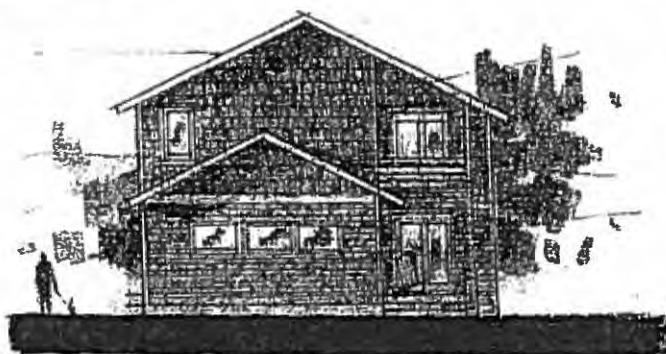
51 of 51
2018 R-03603



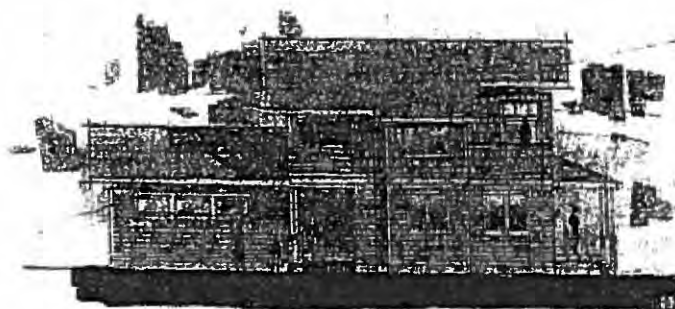
Side Elevation



Lake Facing Elevation



Park Place Facing Elevation



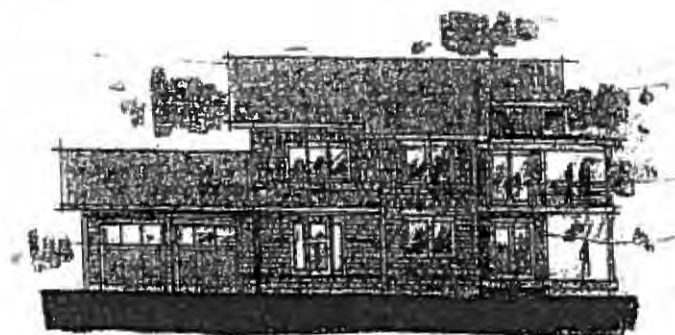
Side Elevation

Description

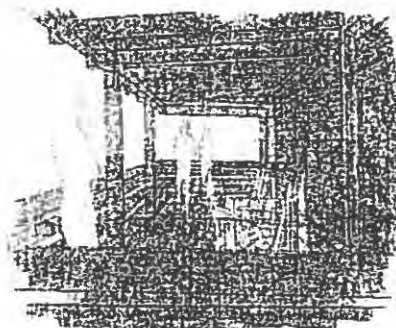
First floor living area	Living, Dining, Kitchen, Half Bath, Guest Bedroom
Second floor area	Master bedroom and bath, and one or two additional bedrooms and bath
Garage	Two car with driveway access to Picnic Rocks Drive
Bedrooms	One master bedroom suite, guest bedroom, 1 or 2 additional bedrooms
Baths	First floor half bath, second floor bath, master bath
Covered Porches	Covered front porch, Protected side entry porch, and privacy porch. Second floor deck with Lake Superior view

Two Story Home

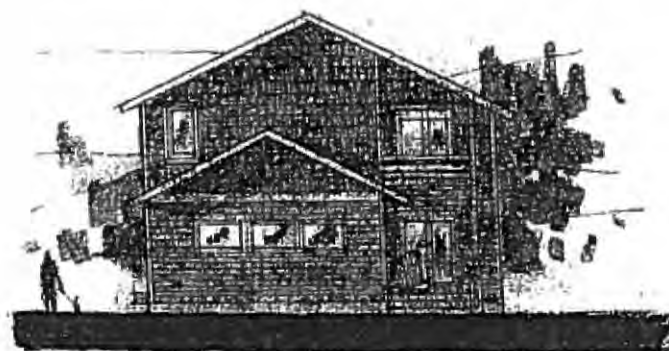
Concept T



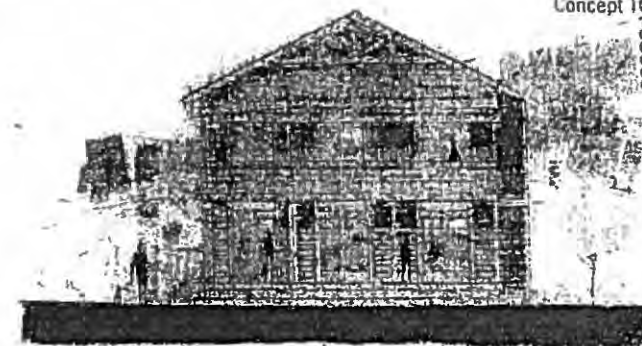
Side Elevation



Two-Story House Deck



Park Place Facing Elevation



Lake facing Elevation

Description

First floor living area	Guest bedroom, living, dining, kitchen, half bath
Second floor area	One or two additional bedrooms, bath, master bath
Garage	Two car
Bedrooms	One master bedroom suite two additional bedroom suites
Baths	First floor bath second floor bath, master bath
Covered Porches	Covered front porch, Protected side entry porch, a privacy porch. Large second floor deck with Lake Superior view

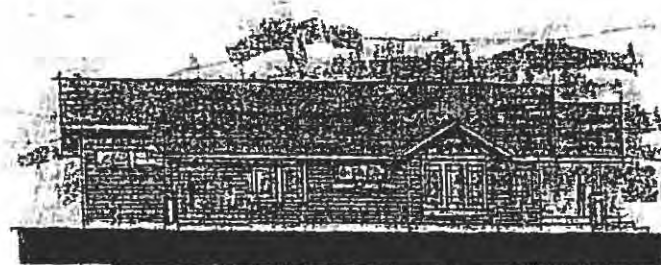
One Story Home



Side Elevation



Lake Facing Elevation



Side Elevation

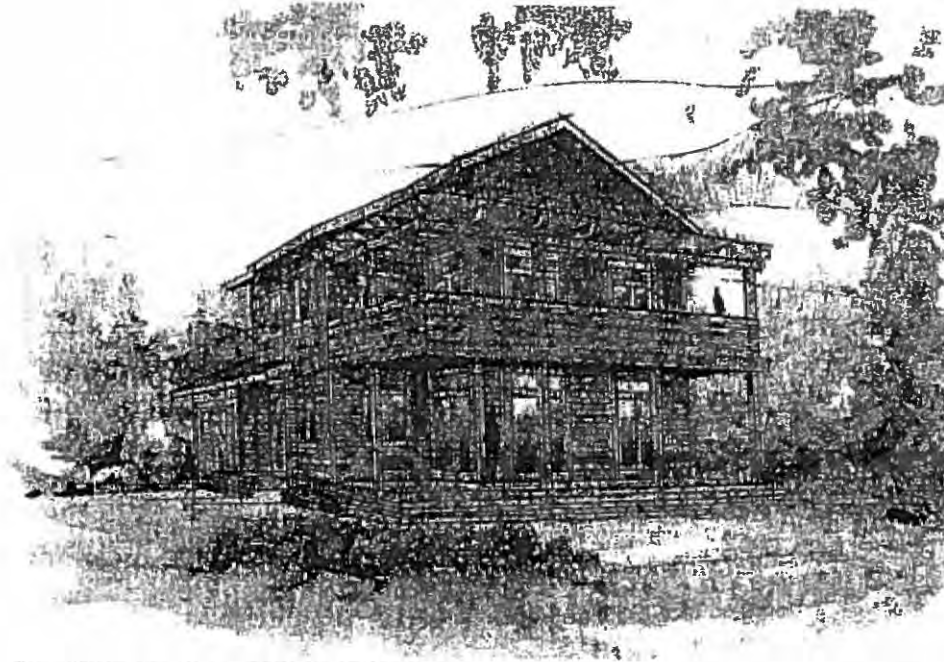


Park Place Facing Elevation

Description

First floor living area	Master bedroom and living area face the lake. Additional bedroom(s), or den and full bath in addition to master bedroom suite and master bath
Second floor living area	Potential bonus room
Garage	Two car with driveway access to Picnic Rocks Drive
Bedrooms	One first floor master bedroom suite
Baths	Master bath at first floor, half bath at first floor
Covered Porches	Covered porch facing lake. Covered side entry porch. Porch access to patio

4 Architectural Character



View of A Two-Story Concept With Double Porches

Picnic Rocks Pointe is ideally situated on Lake Shore Boulevard with panoramic views of Lake Superior. The proposed residential neighborhood will overlook Marquette's picturesque Picnic Rocks Park and beaches, and the Lakeshore Boulevard recreational pathway. The architectural character of Picnic Rocks Pointe respects the architectural fabric of the surrounding residential neighborhoods. These neighborhoods contain some of Marquette's classic homes with Craftsman, Bungalow architectural influences. Picnic Rocks Pointe home designs intend to take advantage of views due to the neighborhood's proximity to the Lake Superior shoreline.

Two Story Homes The owners on the lots 1 through 9, southwest of Picnic Rocks Drive shall have the option to build two story homes. The homes at these lots may have

upper level porches offering spectacular views of the lake. The intent is to ensure consistency in architectural character, while allowing for individual owner design preference. Each of these homes may have living and dining areas with views toward the lake, and upper level master suites with views of the lake. The nine two-story homes have attached garages and are adjacent to the proposed common green space on the southwest side of the site.

One Story Six one-story homes are proposed to be constructed in the 'outer ring' of lots 10 through 15 adjacent to Lakeshore Boulevard. These houses will also have outstanding views of Lake Superior and the rugged Picnic Rocks. It's just a short walk to the beach, the recreational pathway, Lakeview Arena, the YMCA, the Berry Events Center and the NMU



campus. The proposed one-story homes on these sites offer direct views of Picnic Rocks and Lake Superior to the east of Lakeshore Boulevard. They are easily accessible to the Lakeshore Boulevard walkway and Picnic Rocks Park. Each home has an attached two car garage.

Proposed Façade Materials The Picnic Rocks Pointe concept intends to use materials that resemble those used in the traditional early 20th century Marquette neighborhoods, located just west of the site. Façade materials will include wood composite and/or cement board siding, shingles, columns, posts, and trim. Stone products may be used for accent. The design intent is create a neighborhood of residences with natural material exteriors.

Proposed Color Palette.

The Development Team will consult with prospective owners to choose a congruous color scheme for the residences. The selected palette will present exterior color schemes to create a coordinated, harmonious appearance for Picnic Rocks Pointe.

Proposed Façade Materials

As set forth in the Condominium Documents, proposed materials to be used in the construction of Picnic Rocks Pointe will be selected from the following:

Roof Materials:

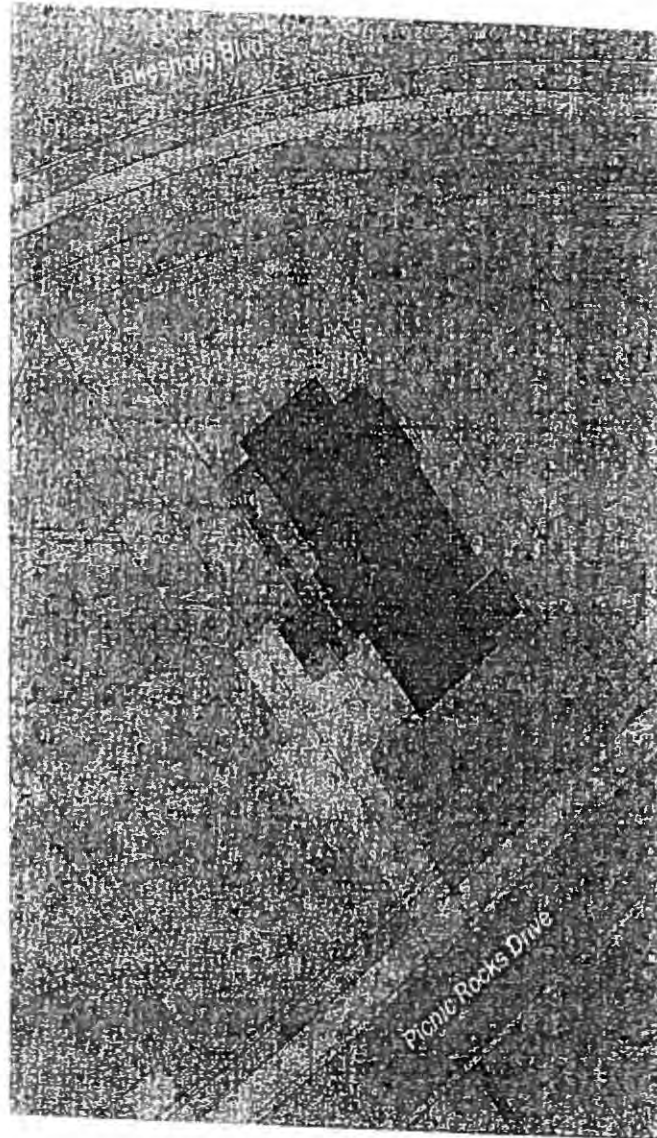
- Fiberglass asphalt shingles*
- Simulated slate*
- Finials and other architectural details*
- No standing seam metal roofs*

Façade cladding or siding

Wood, composite and/or cement board siding

Siding styles:

- Cedar shake*
- Board and batten*
- Tongue and groove*
- Dutch lap siding*
- Bevel horizontal siding*
- Stone or simulated stone*
- Split faced concrete masonry units*



Trim

Traditional trim at doors and windows, accent trim as indicated. Trim may be constructed with simulated wood products.

Rainwater table boards

Lattice work, tracery, finials, brackets, friezes, balusters, trim boards, dentils, etc.

Windows

Casement

Awning

Double hung

Fixed window

Transom, stained

Proposed Façade Materials—Landscape Amenities

Columns and Porch Railings:

Wood,

Composite

Fiberglass

Landscape Amenities

Deciduous shade trees

Cedar trees

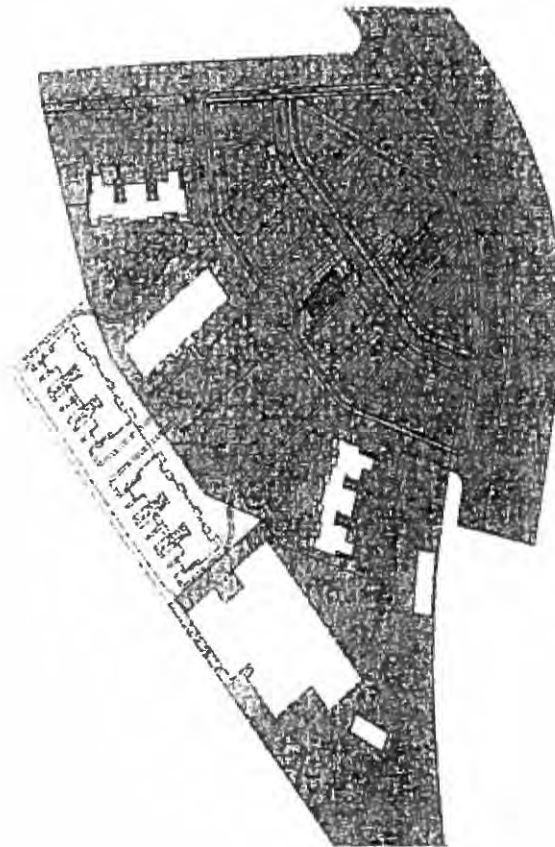
Shrubs

Turf paver grid

Brick pavers, stone, stamped concrete

6 Site Elements

The Picnic Rock Pointe site design establishes a traditional neighborhood vocabulary with defined front, side and back yards, and Lake Superior facing front yard orientation. Each house includes a garage which is accessible from Picnic Rocks Drive. Approved pedestrian scale site lighting by light posts may be installed by the owner of the individual lots, but in design harmony with the established motifs of the east side. Attached building site lighting would be an alternative and supplement to streetscape style lamp posts.



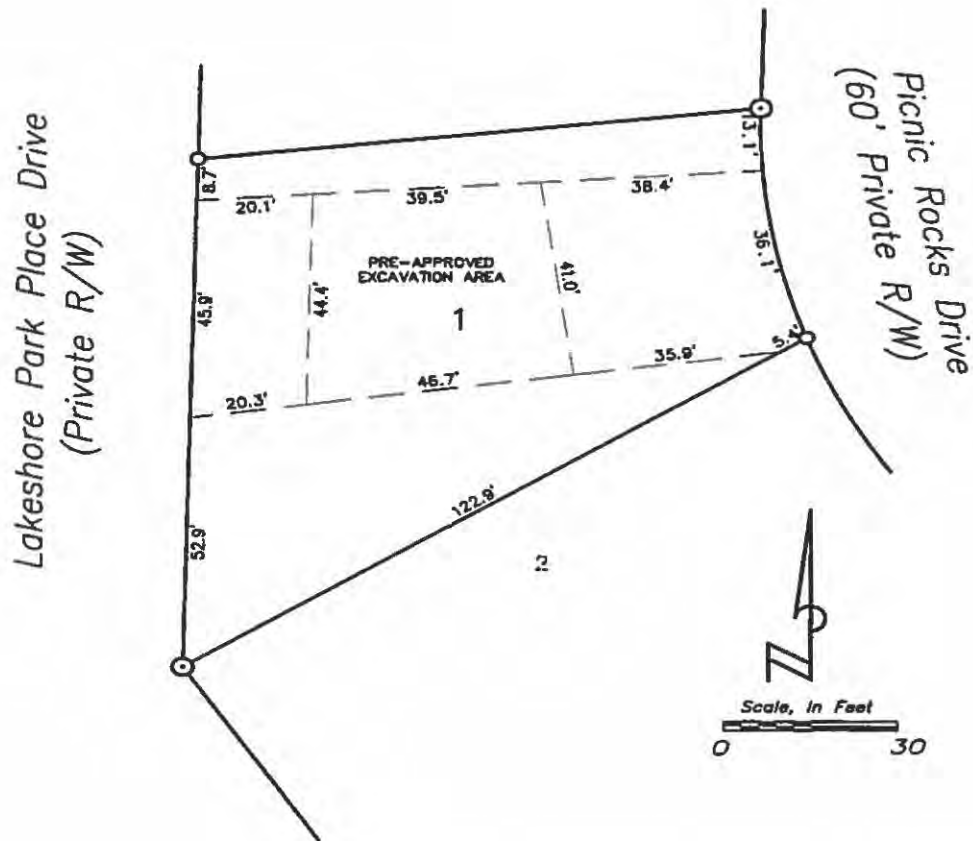
Picnic Rocks Pointe Site Layout



FORM D

PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

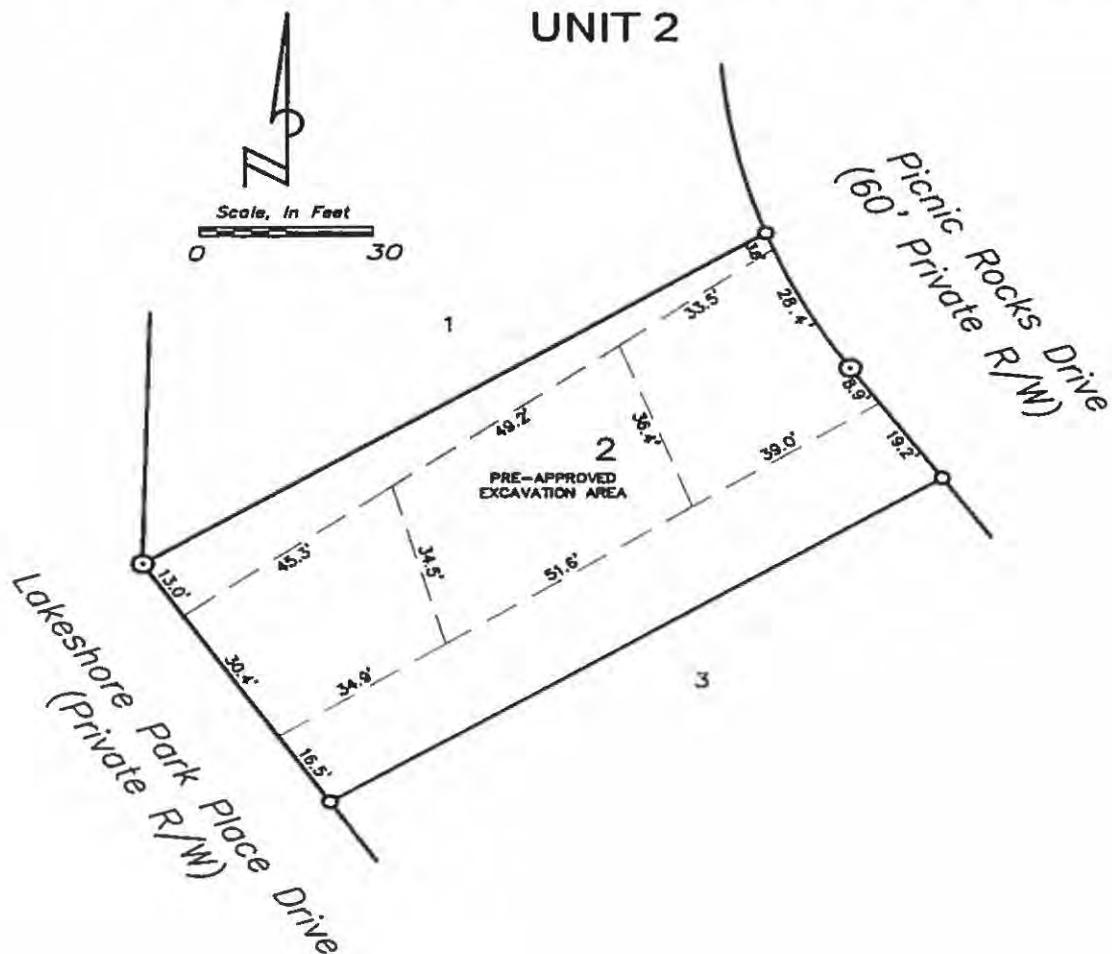
UNIT 1




JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
LINE NOT DRAWN TO SCALE		
VAN NESTE SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



UNIT 2



JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWWN
LINE NOT DRAWN TO SCALE 		


VAN NESTE SURVEYING

26 YEARS OF PROFESSIONAL SURVEYING SERVICES

1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855

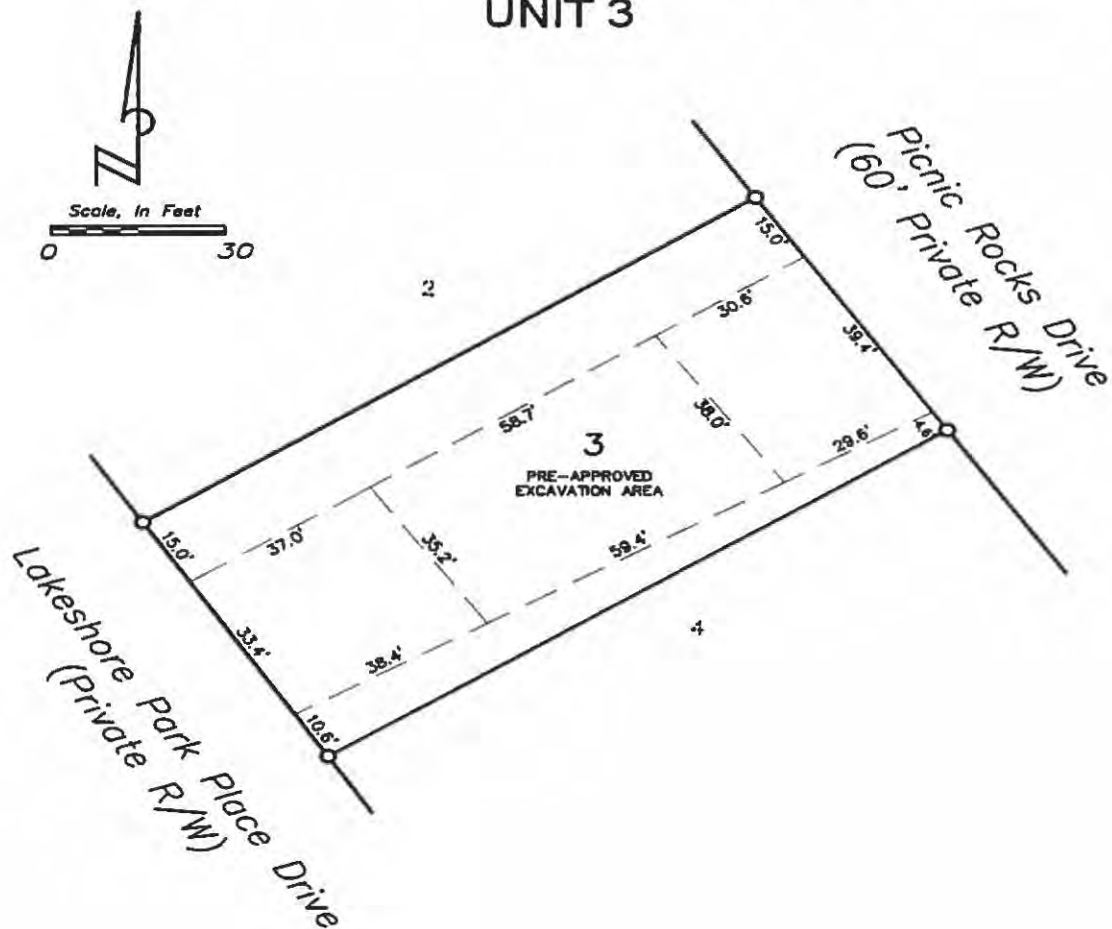
PHONE (906) 226-6241 FAX 226-6293

www.VanNesteSurveying.com



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 3

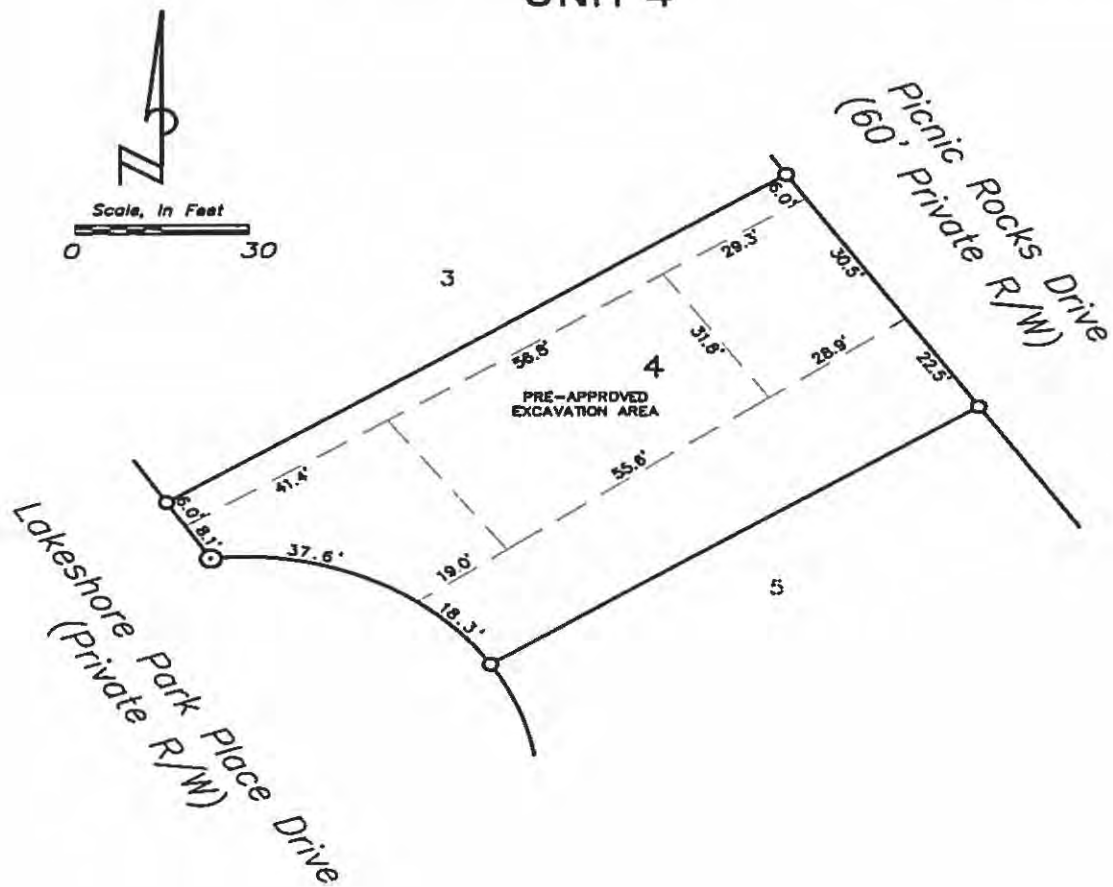


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(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
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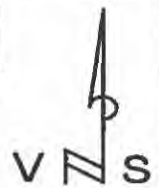


PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

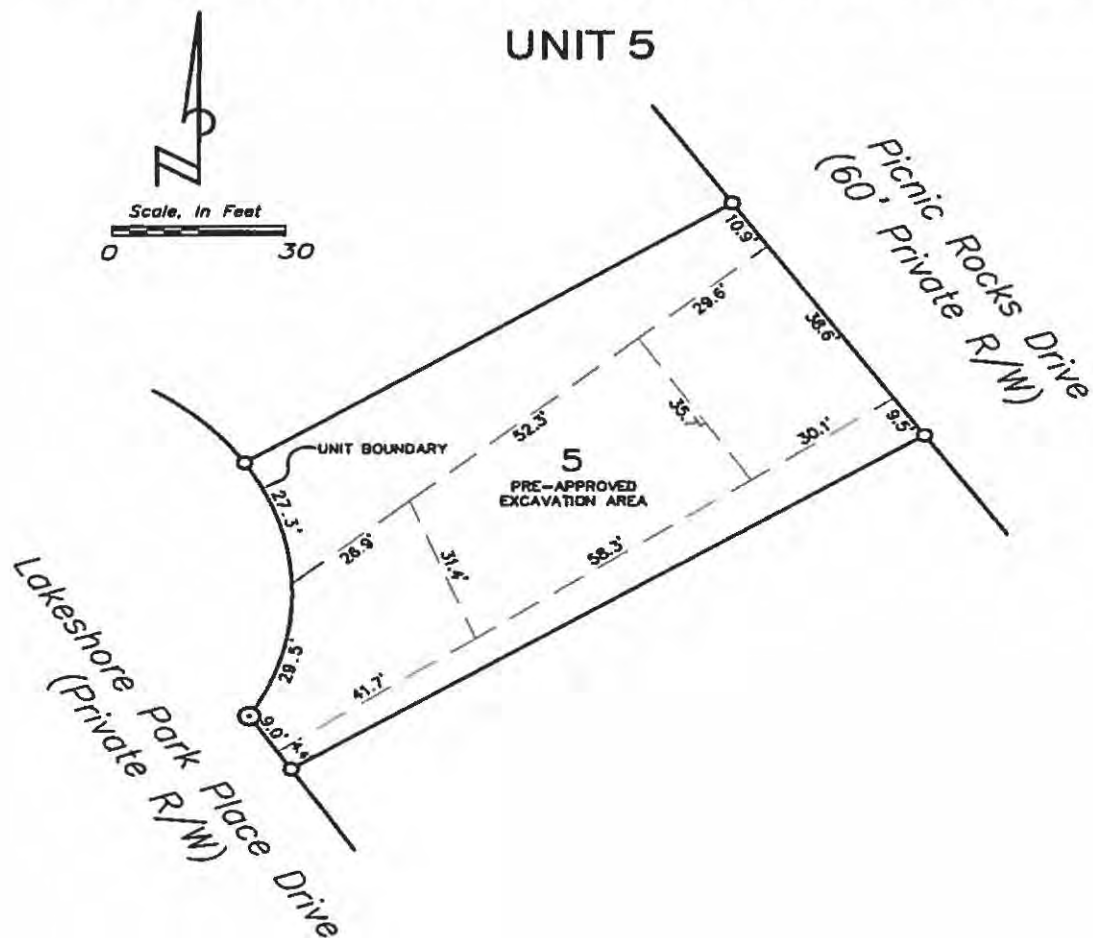
UNIT 4




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LINE NOT DRAWN TO SCALE		
VAN NESTE SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

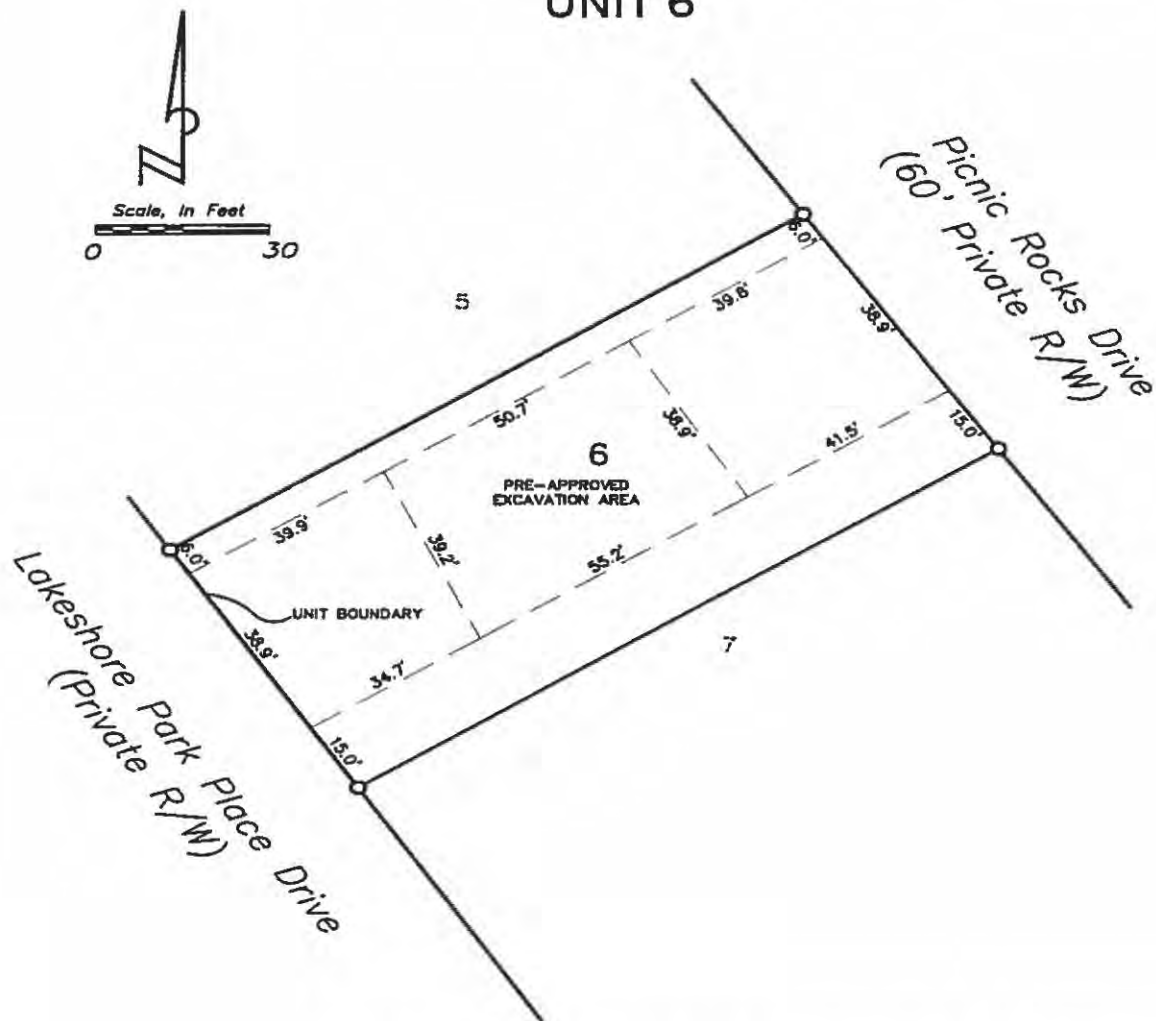


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
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VAN NESTE S SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

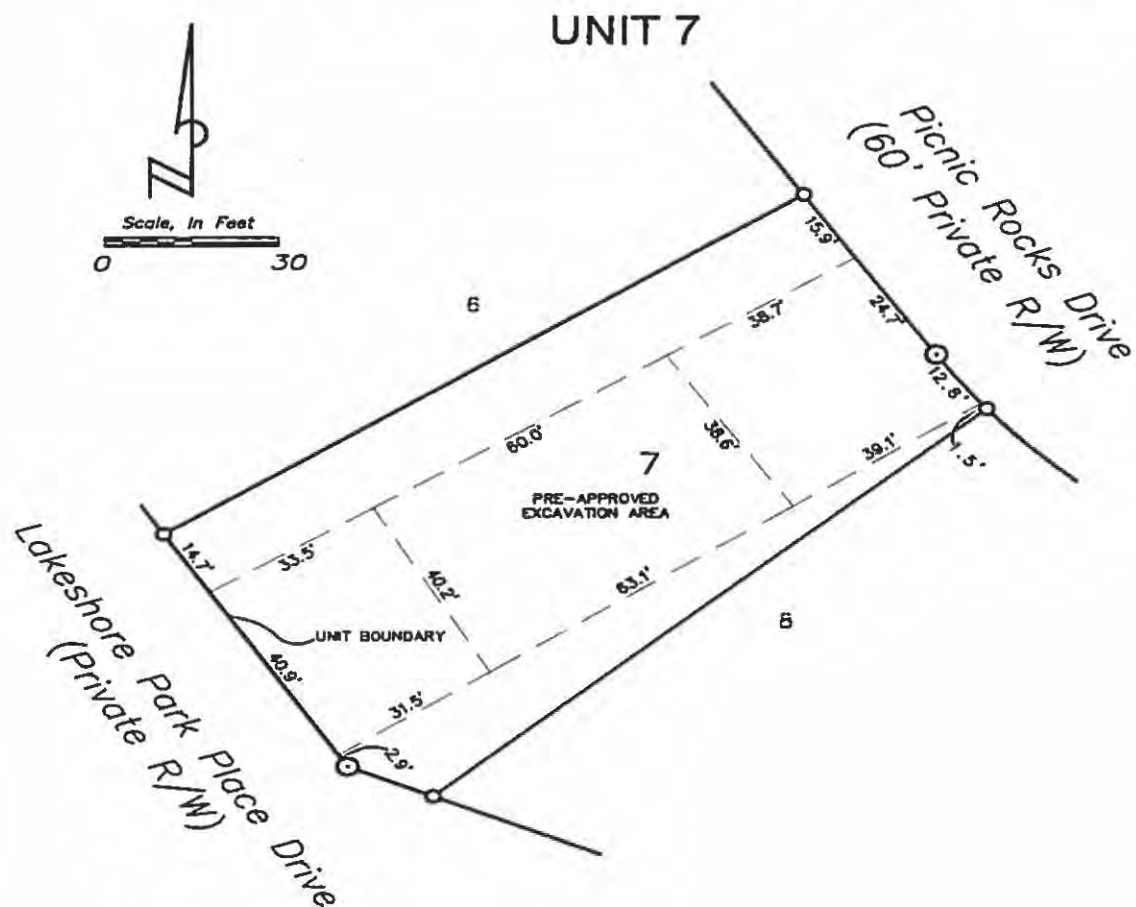
UNIT 6



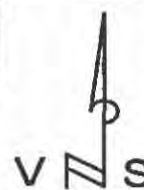
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PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

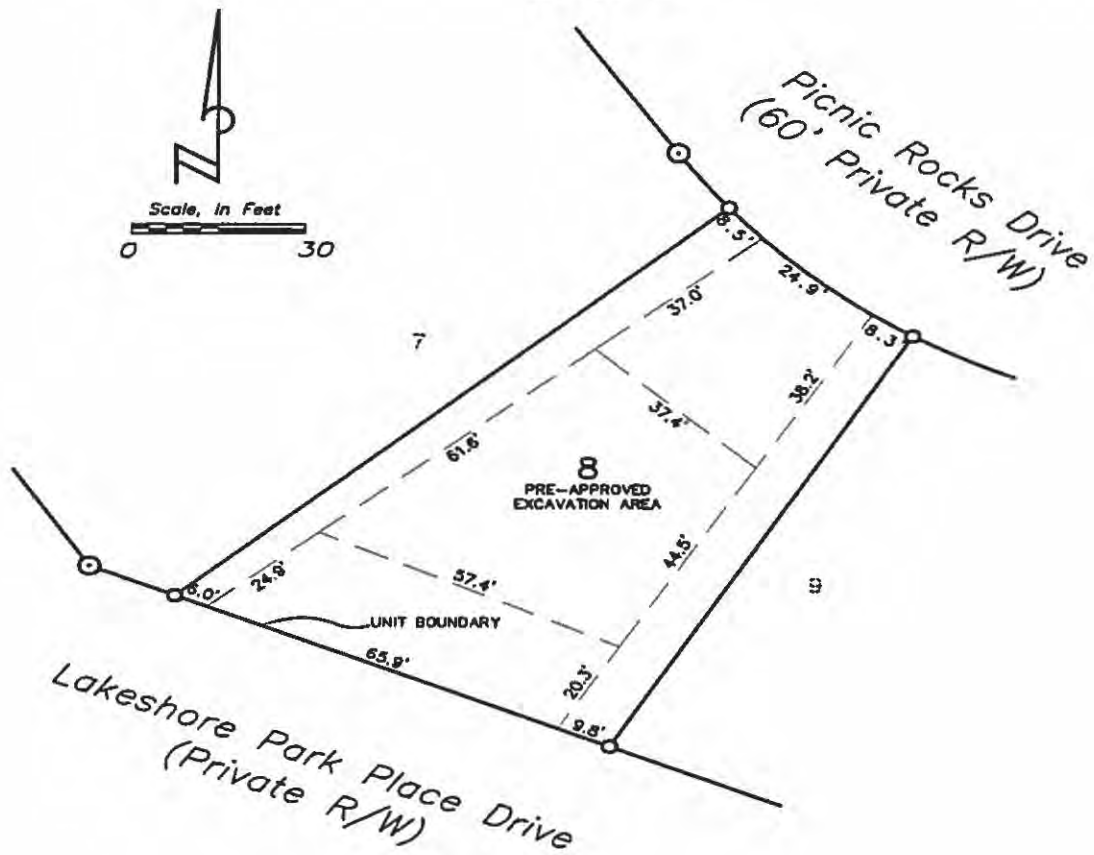


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VAN NESTE S SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 8

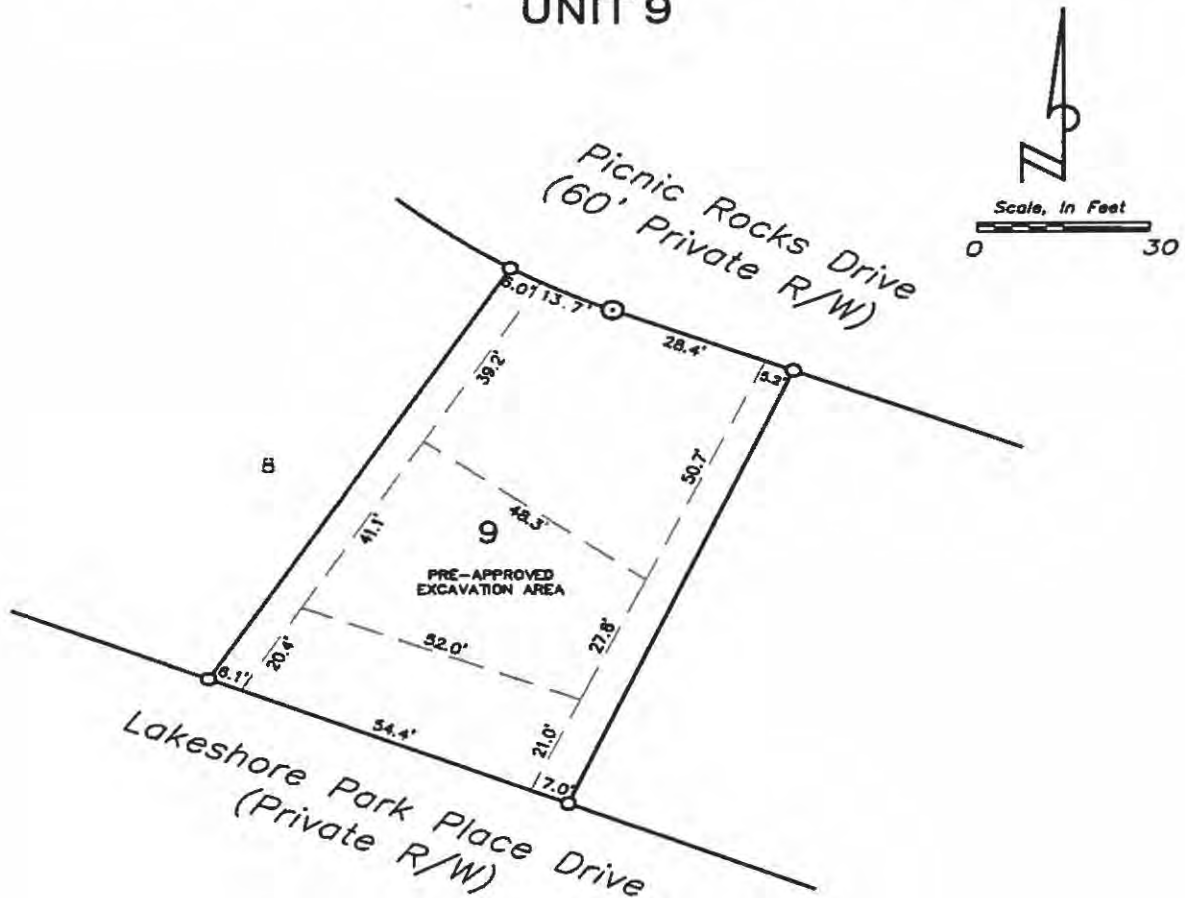


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VAN NESTE SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 9

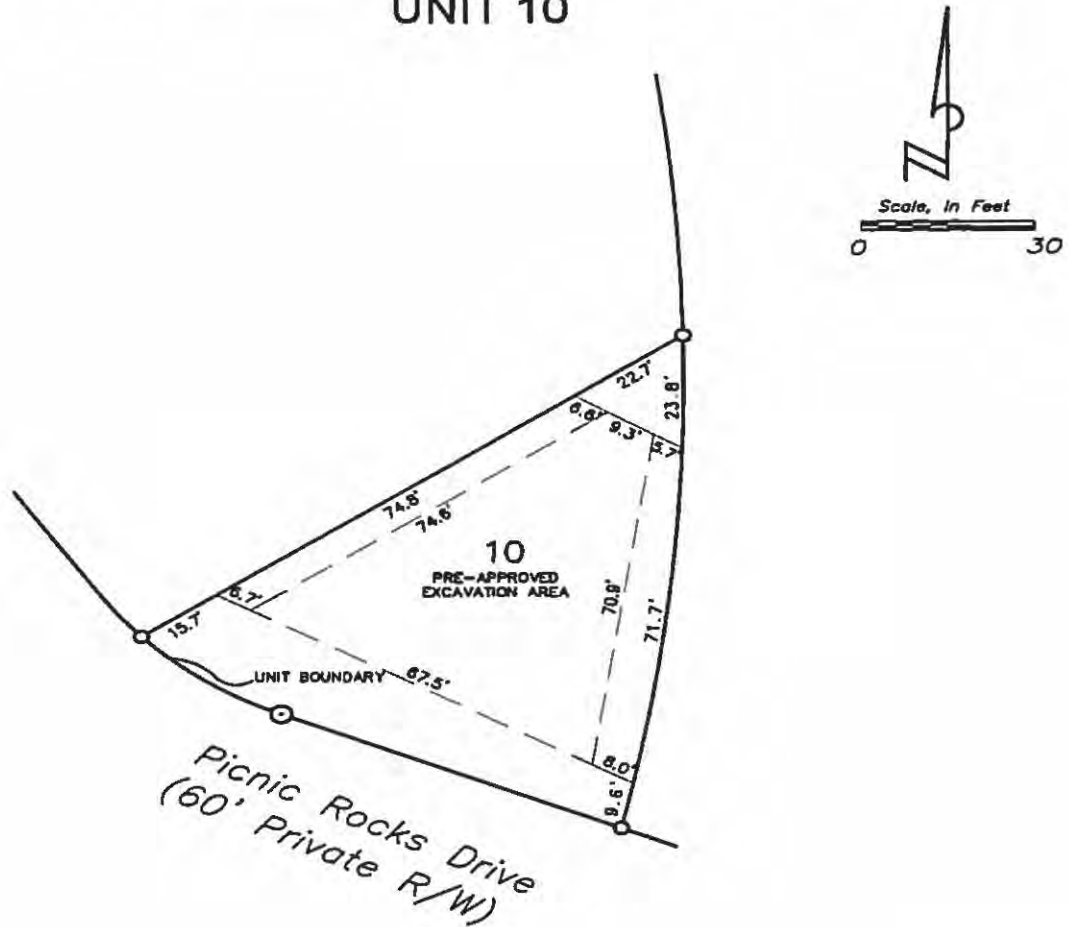


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
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PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

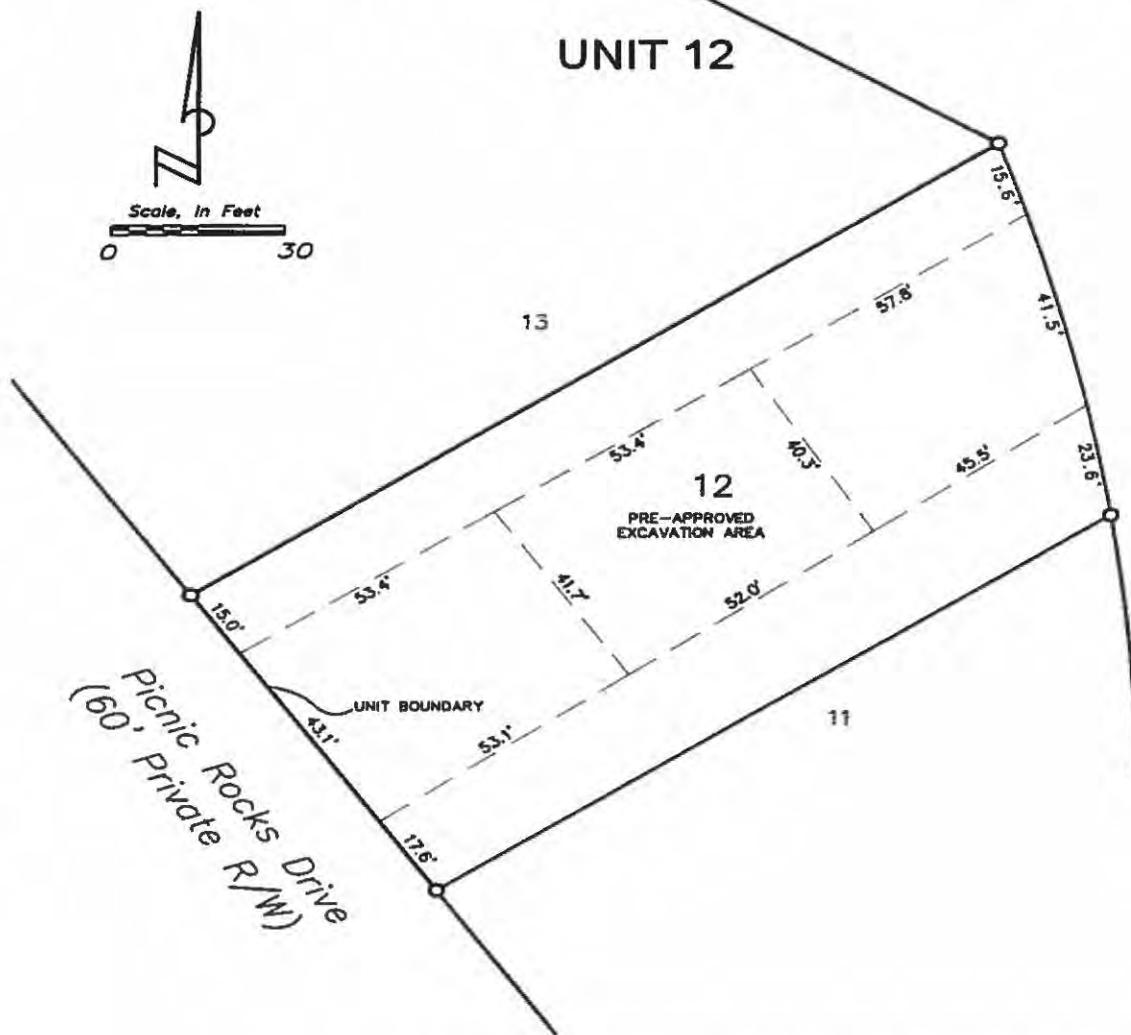
UNIT 10



JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
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VAN NESTE SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

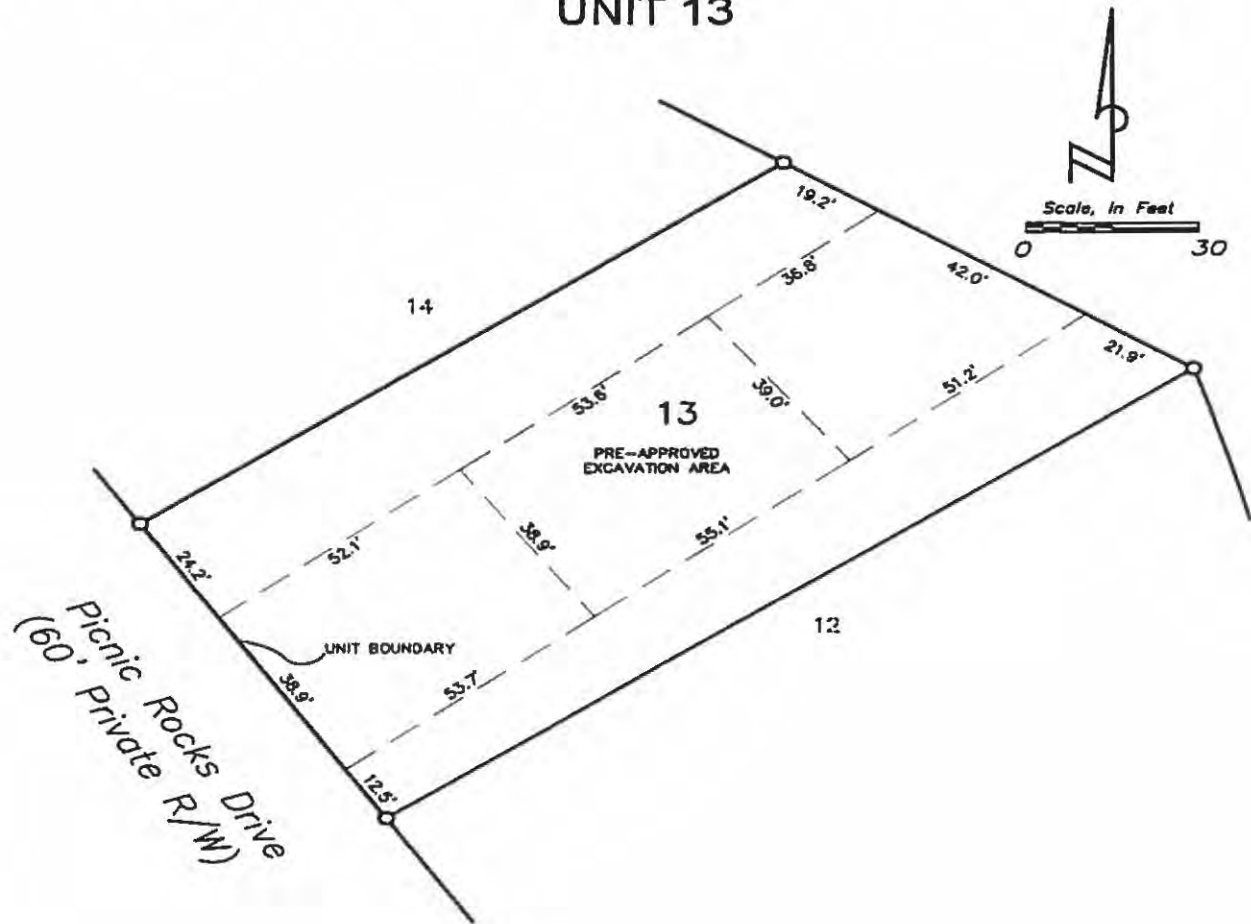


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PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 13

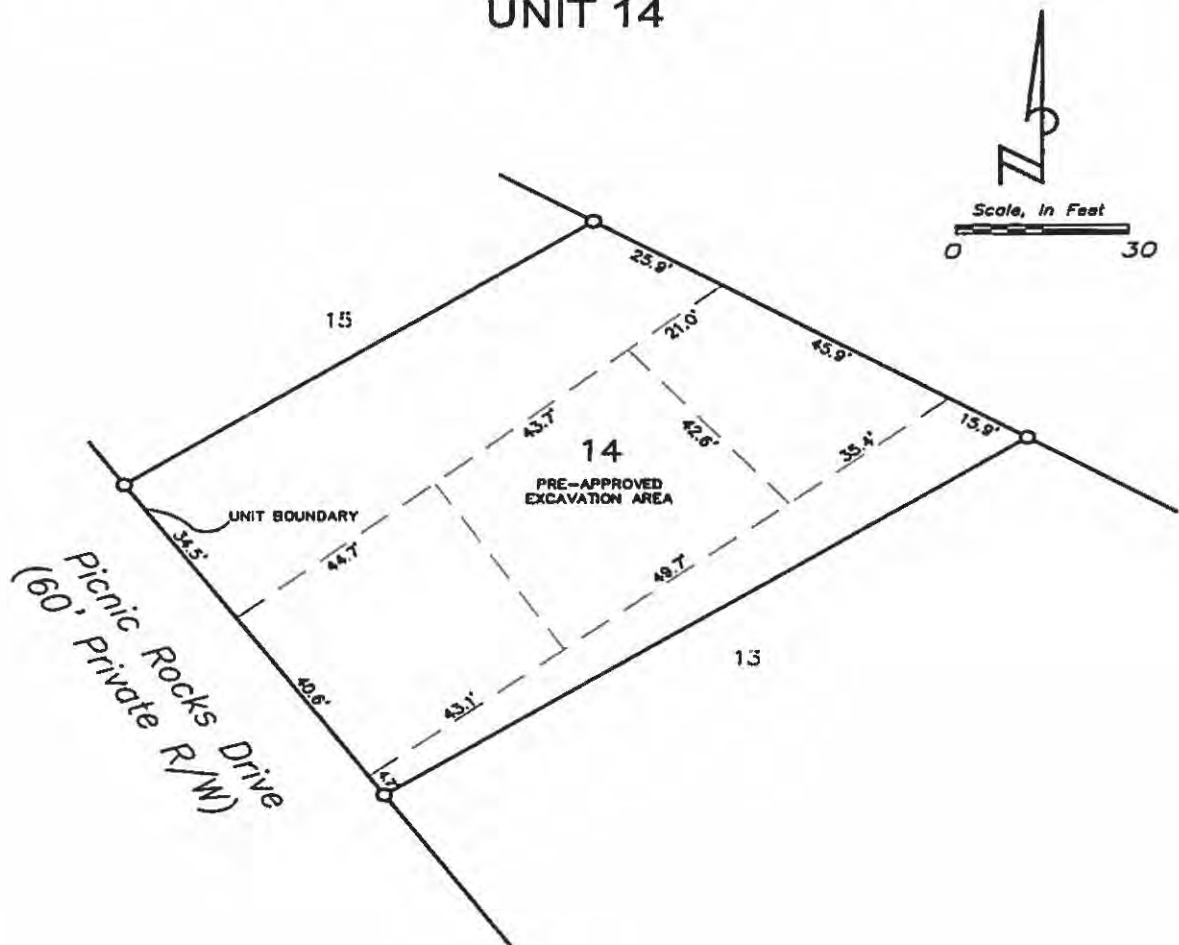


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
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VAN NESTE SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 14

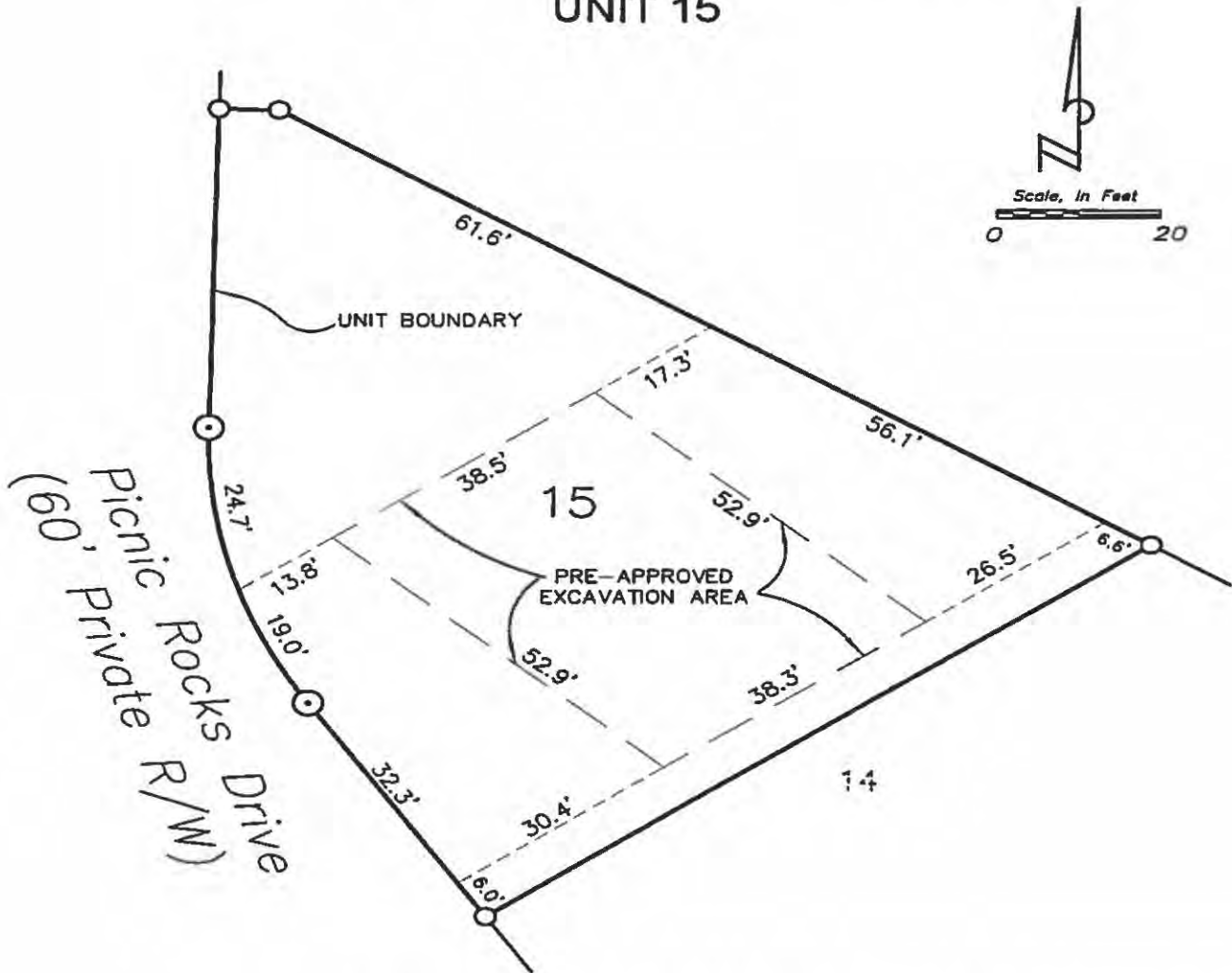


JOB # 209009	SCALE: 1" = 30'	DATE: 24 SEP 2013
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PICNIC ROCKS POINTE CONDOMINIUM PRE-APPROVED EXCAVATION AREA EXHIBIT

UNIT 15



JOB # 209009	SCALE: 1" = 20'	DATE: 19 AUG 2013
(R) RECORDED	(M) MEASURED	DRAWN BY: TWVN
LINE NOT DRAWN TO SCALE		
VAN NESTE SURVEYING 26 YEARS OF PROFESSIONAL SURVEYING SERVICES 1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855 PHONE (906) 226-6241 FAX 226-6293 www.VanNesteSurveying.com		



FORM E

**MORTGAGEE'S CONSENT TO SUBMISSION TO
CONDOMINIUM OWNERSHIP**

Lakeshore Residences, LLC a Delaware limited liability company, as Developer, is establishing Picnic Rocks Pointe Condominium (the Condominium) as a condominium project by recordation in the office of the Marquette Register of Deeds of the master deed (the Master Deed) of Picnic Rocks Pointe Condominium, to which this consent is attached, submitting to condominium ownership the real property in the city of Marquette, Marquette county, Michigan, described in the Master Deed as

Part of the Northeast 1/4 of the Southeast 1/4 of Section 14, and part of the plat of Ely Park subdivision in the Northwest 1/4 of the Southwest 1/4, of Section 13, as recorded in Liber 3 of Plats, Page 21, Marquette County records, all in the City of Marquette, Town 48 North, Range 25 West, Marquette County, Michigan, more particularly described as commencing at the East 1/4 corner of said Section 14; thence S01°22'00"W, 39.93' along the East line of said Section 14 to the POINT OF BEGINNING, a found 5/8" rered with cap on the Southerly Right-of-Way (R/W) line of Fair Avenue (80' R/W, May 2000); thence N88°34'50"W, 52.51' along said Southerly R/W line; thence S01°22'25"W, 177.55'; thence S32°49'45"E, 132.98'; thence Southeasterly, 112.68' along the arc of a 50.30' radius curve to the right, having a delta angle of 128°21'05", and a chord bearing S32°49'45"E, 90.55'; thence S32°49'45"E, 131.70'; thence S67°01'55"E, 211.31' to the Westerly R/W line of Lakeshore Boulevard (variable R/W, May 2000); thence Northeasterly, 134.78' along the arc of a 1637.02' radius R/W curve to the right, having a delta angle of 04°43'03" and a chord bearing N21°36'58"E, 134.74' along said Westerly R/W line of Lake Shore Boulevard; thence Northwesterly, 277.05' along the arc of a 437.47' radius curve to the left, having a delta angle of 36°17'08" and a chord bearing of N01°40'59"W, 272.44' along said Westerly R/W line of Lake Shore Boulevard to the Southerly R/W line of Agate Street (66' R/W, not constructed, May 2000); thence N58°41'54"W, 301.27' along said Agate Street R/W line to the Southerly R/W line of said Fair Avenue; thence N88°29'12"W, 114.64' along said Southerly Fair Avenue R/W line to the POINT OF BEGINNING. Parcel contains 3.81 acres and is subject to access and utility easements in favor of the City of Marquette.

(the Premises). River Valley Bank, a Michigan banking corporation, holds an interest in the Premises as mortgagee; consents to the submission of the Premises to the Condominium described and set forth in the Master Deed; and consents to the recordation of the Master Deed in the office of the Register of Deeds for Marquette County, Michigan.

MORTGAGEE
River Valley Bank

Dated: 6/24/11

By: [Signature]
Todd Horton
Its: Vice President, Business Banking Officer

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 24th day of June 2011, before me a Notary Public, in and for said County, personally appeared Todd Horton, personally known to me to be the Vice President, Business Banking Officer of River Valley Bank, on behalf of River Valley Bank.

[Signature]
Notary Public

Marquette County
My Commission Expires: April 7, 2015
Acting in Marquette County

Drafted by and when recorded return to:
Adrianne N. Wolf
115 S. Lakeshore Blvd., Ste. A
Marquette, MI 49855
TITLE NOT EXAMINED BY SCRIVENER

STACY B. CHANTELOIS
Notary public, Marquette County, Michigan
My commission expires April 7, 2015

FORM F

STATE OF MICHIGAN)
)ss.
COUNTY OF MARQUETTE)

Sheryl Nardi, being duly sworn, states that on February 16, 2011, she served copies of a notice of intent with regard to the Picnic Rocks Pointe Condominium Project on the following persons at the addresses listed below by mailing them the notice of intent by U.S. mail, certified mail, return receipt requested, first-class postage fully prepaid:

**On-Site Wastewater Unit
Water Bureau
Michigan Department of Environmental Quality
PO Box 30273
Lansing, MI 48909-7773**

David Stensaas
City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

Marquette County Drain Commissioner
2133 Montgomery Avenue
Marquette, MI 49855

Michigan Department of Transportation
Bureau of Highway Operations, Design Division
PO Box 30050
Lansing, MI 48909

Marquette County Road Commission
1610 N. Second Street
Ishpeming, MI 49849

Subscribed and sworn before me
February 16, 2011.

Sheryl Nardi
Sheryl Nardi

Adrianne N. Wolf
Adrianne N. Wolf, Notary Public
Marquette County, Michigan
My Commission Expires: 08/10/2016
Acting in Marquette County

6 DANO



8 0 4 4 7 8 0

Tx:4026669

7/3/2019 3:12:00 PM

2019R-05891

CARLA A L'HUILLIER

REGISTER OF DEEDS

MARQUETTE COUNTY, MI

RECORDED ON

07/03/2019 03:21 PM

PAGES: 6

SECOND AMENDMENT TO THE MASTER DEED
PICNIC ROCKS POINTE CONDOMINIUM

This Second Amendment to the Master Deed has been executed on the 19 day of ^{JUNE} ~~April~~, 2019, by and on behalf of, Lakeshore Residences, LLC (the "Developer"), a Delaware limited liability company, of 5257 S. Cicero, Chicago, IL 60632; Lily Properties, LLC, a Michigan limited liability company, of P.O. Box 148, Channing, MI 49815; and Picnic Rocks Pointe Homeowners' Association, Inc. ("Association"), a Michigan nonprofit corporation, of 955 N. Lakeshore Blvd., Marquette, MI 49855, on the terms and conditions set forth below. ✓

Marquette Condominium Subdivision Plan No..38

RECITALS

- A. The original Master Deed for the Picnic Rocks Pointe Condominium (the "Project"), was dated June 27, 2011, and recorded at the Marquette County Register of Deeds as Document No. 2011R-06829 on June 30, 2011.
- B. The First Amended Master Deed for the Project was dated March 27, 2014, and recorded at the Marquette County Register of Deeds as Document No. 2014R-03603 on April 11, 2014, which replaced the original Master Deed in its entirety.
- C. Lily Properties, LLC is the current owner of Units 12 and 13 in the Project.
- D. Lily Properties, LLC desires to merge Units 12 and 13, as shown on the Subdivision Plan, into one Unit to be designated as Unit 12 with the voting rights, Percentage of Value, and responsibility for assessments equal to one Unit. The Developer and Association consent to the same.

By executing and recording this Second Amendment to the Master Deed, pursuant to paragraphs 4.6 and 5.3 of the First Amended Master Deed, the parties hereby amend the First Amended Master Deed as follows:

- A. The first sentence of Paragraph 5.1 of the First Amended Master Deed shall be deleted in its entirety and replaced with the following:

A complete depiction of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the depiction without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, except that Units 12 and 13 identified on the Subdivision Plan are merged into one Unit to be designated Unit 12.

- B. Paragraph 9.6 of the First Amended Master Deed shall be deleted in its entirety and replaced with the following:

No structure within the Project that requires any movement of soil may be constructed outside the buildable area for such Unit as shown in the Pre-Approved Excavation Area Exhibit, attached hereto as form D, without the written consent of Developer if during the Development and Sales Period or the Association thereafter, except that this sentence does not apply to Unit 11; further, the Developer agrees to provide such written consent to the Owner of Unit 12 (as amended in this Second Amended Master Deed) on reasonable terms, including indemnification of Developer for any movement of soil outside of the Pre-Approved Excavation Area. In no event may any structure exceed 30 feet in height. All structures on Units 1-9 shall be limited to 2-stories, and structures on Units 10-15 shall be limited to 1 ½-stories.

- C. In paragraph 1.1 of the Condominium Bylaws, attached as form A to the First Amended Master Deed, the phrase "15 building sites" shall be replaced with the phrase "14 building sites."
- D. Except as specifically and expressly amended by this Second Amendment to the Master Deed, all of the terms, conditions, covenants and exhibits set forth in the First Amended Master Deed remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Master Deed as of the date and year first written.

DEVELOPER
LAKESHORE RESIDENCES, LLC

By: Dan Keller, Agent

STATE OF MICHIGAN)

)ss

COUNTY OF MARQUETTE)

On this 12th day of June, 2019, before me a Notary Public, in and for said County, personally appeared Dan Keller, to me known to be the same person described herein and who executed the foregoing instrument as agent of Lakeshore Residences, LLC, and who acknowledged the same to be the free act and deed of Lakeshore Residences, LLC.

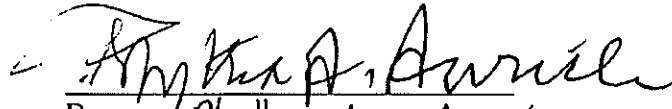
William I. McDonald
Sheryl A. Nardi, Notary Public
Marquette County

My Commission Expires: ~~07/07/21~~ 1/23/2024

Acting in Marquette County

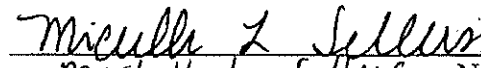
William I. McDonald
NOTARY PUBLIC - STATE OF MICHIGAN
County of Marquette
My Commission Expires 1/23/2024
Acting in the County of Marquette

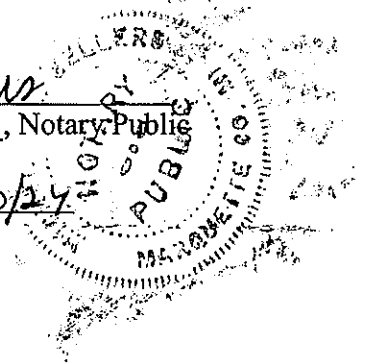
ASSOCIATION
PICNIC ROCKS POINTE HOMEOWNERS'
ASSOCIATION, INC.


By: Phyllis Ann Aurich
Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 25 day of ~~April~~ ^{JUNE} 2019, before me a Notary Public, in and for said County, personally appeared Phyllis Aurich ^{dk}, to me known to be the same person described herein and who executed the foregoing instrument as President of Picnic Rocks Pointe Homeowners' Association, Inc., and who acknowledged the same to be the free act and deed of Picnic Rocks Pointe Homeowners' Association, Inc.

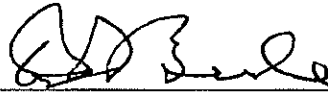

Michelle L. Sellers, Notary Public
Marquette County, MI
My Commission Expires: 10/30/24
Acting in Marquette County



This Second Amendment to the Master Deed is exempt from taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

Drafted by and when recorded return to:
Adrienne N. Wolf
McDonald & Wolf, PLLC
115 S. Lakeshore Blvd., Suite A
Marquette, MI 49855
(906) 226-6537

OWNER
LILY PROPERTIES, LLC



By: David J. Brule
Its: Member

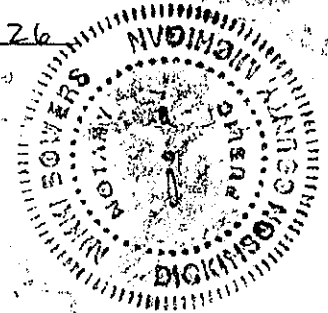
STATE OF MICHIGAN)
)ss
COUNTY OF MARQUETTE)

On this 19 day of ~~April~~^{JUNE}, 2019, before me a Notary Public, in and for said County, personally appeared David J. Brule, to me known to be the same person described herein and who executed the foregoing instrument as a member of Lily Properties, LLC, and who acknowledged the same to be the free act and deed of Lily Properties, LLC.

Nikki Bowers
Nikki Bowers, Notary Public
Dickinson Marquette County

My Commission Expires: 5-17-26
Acting in ~~Marquette~~ County

Dickinson



RECEIVED APR 11 2014 *yr*

1 of 77 2014R-03603



2014R-03603

PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY, MI

RECORDED ON
04/11/2014 05:19PM *pm*
PAGES: 77

FIRST AMENDED MASTER DEED OF PICNIC ROCKS POINTE
Pursuant to the Condominium Act, MCL 559.101 et seq.

Marquette Condominium Subdivision Plan No. 38 containing

1. First Amended Master Deed establishing Picnic Rocks Pointe Condominium;
2. form A to Master Deed: Condominium Bylaws;
3. form B to Master Deed: Condominium Subdivision Plan;
4. form C to Master Deed: Pattern Book;
5. form D to Master Deed: Pre-Approved Excavation Area Exhibit;
6. form E to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership;
and
7. form F to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171.

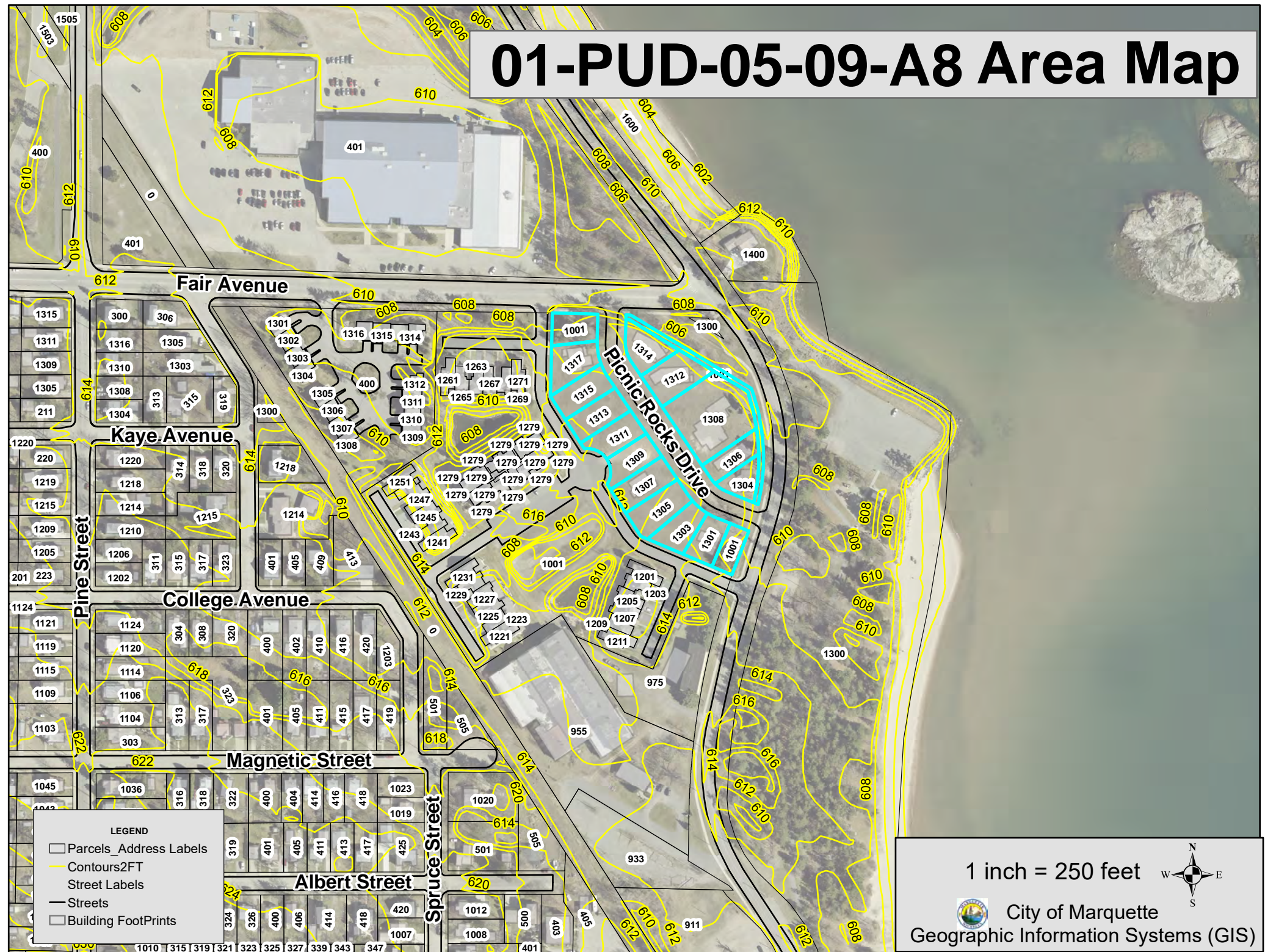
This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document drafted by and after recording return to: **Adrianne N. Wolf**
McDonald & Wolf, PLLC
115 S. Lakeshore Blvd., Ste. A
Marquette, MI 49855

This Master Deed is signed and delivered on March 27, 2014, by Lakeshore Residences, LLC, a Delaware limited liability company, of 5257 S. Cicero, Chicago, IL 60632 ("Developer"), on the terms and conditions set forth below.

This Master Deed replaces, in its entirety, the original Master Deed, dated June 27, 2011, and recorded at the Marquette County Register of Deeds as Document No. 2011R-06829 on June 30, 2011.

01-PUD-05-09-A8 Area Map







Nancy E. Seminoff
1314 Picnic Rocks Drive
Marquette, MI 49855

May 24, 2021

To Marquette City Planning Commission Members:

I am writing as a member of the Picnic Rocks Pointe Homeowners Association (PRP HOA) to express *my strong opposition to allowing the existing fence on Lot #9 to remain in place.*

1-The fence does not comply with the City of Marquette ordinance with its height and closed construction which can be explained by any Marquette Zoning Official.

2-The existing fence does not comply with the PRP HOA Bylaws expectation that a resident must obtain a City of Marquette permit and, consequently, meet all city ordinances. Further the Bowerman fence does not comply with the HOA Bylaws in materials used.

3-Not all Homeowners Association members support the existing fence as you may have been led to believe. At an August 24, 2020 HOA Board of Directors meeting three members (Keller-Developer's Representative, Aurich-President, Seminoff-Vice President) voted unanimously not to seek an amendment to the PUD despite Bowerman's request to do so. At a follow-up meeting, two Board members (Brule-who used Keller's two votes given to him until December 31, 2020 because Keller was incapacitated), and Rulesh-Secretary) voted in the affirmative but Aurich and Seminoff voted no (resulting in a vote of 3-2) on the motion to support Bowerman in seeking a change to the PUD for Lot #9 if she paid for the city fee to do so.

NOTE: The second Board vote was presented to City of Marquette officials as seemingly representing a vote of all homeowners which was never legally taken. Residents were told that Bowerman threatened to sue the Board, because the Board had given permission to her to build an illegal fence when her plans were reviewed. Her plans were not approved with an illegal fence.

4-Importantly, to allow the existing fence to remain will set an untenable precedent for future fence construction,

5-If the existing fence is allowed to remain, the clear message is that seeking permission after the fact is permissible and there are no consequences. This issue was first addressed in the fall of 2019 and the City of Marquette has not levied any fines yet.

6-The reduced visibility for Lakeshore Park Place residents and the incompatibility of a large swath of white vinyl fencing with other fencing in this neighborhood should be and is of considerable concern for residents in this highly visible condominium complex.

I respectfully request you recommend to the City Commission that the existing 6' vinyl fence NOT remain in place.

Nancy E. Seminoff

Phyllis A. Aurich
1317 Picnic Rocks Dr.
Marquette, MI 49855

To: Ms. Andrea M. Landers, Zoning Official

Marquette County Planning Commission

May, 22, 2021

Re: Picnic Rocks Pointe, Lot #9, Julie Bowerman's issue with her fence

Dear Ms. Landers,

I am writing as a homeowner in Picnic Rocks Pointe Homeowners Association.

The plans for the house to be built on Lot #9 for Ms. Julie Bowerman were submitted and signed by 3 HOA board members (Keller-Developer, Aurich-Pres. and Seminoff -Vice Pres.) There was no indication on the plans showing a fence.

Under our By Laws Section 7. CONSTRUCTION REQUIREMENTS,

7.3 Association Review...

"no residences, buildings, fences...shall be commenced, erected, "... until plans or specifications and approximate cost of the structure are acceptable to the Association's Board of Directors, showing the nature, kind, shape, and height, material, color scheme, and location, and showing the plans or specifications acceptable to the Association's Board of Directors. The Board of Directors shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans that are not suitable or desirable In its opinion for aesthetic or other reasons."

NO PLANS for this fence, color scheme, height or grading, were ever presented to the Board of Directors. The fence seemed to have appeared "overnight. "

Not all of the HOA Board members supported the fence as it stood. Three Board members, (Keller-developer, Aurich-Pres. and Seminoff -Vice Pres.) voted unanimously not to seek an amendment to the PUD. Following this meeting three (3) Board members, Brule with 2 votes (1 as homeowner, 1 as Developer's rep, and Rulesh, Secretary voted in the affirmative, however, Aurich-President and Seminoff-Vice President voted no, the result was a vote of 3-2 to support Bowerman to seek a change to the PUD for Lot #9 if she paid the city fee to make this change.

The 2nd Board vote was presented to the City of Marquette officials and noted this was a vote of all homeowners. This vote was never legally taken. All residents were told that Bowerman threatened to sue the Board because the Board had given permission for Bowerman to build an illegal fence when her plans were reviewed. Bowerman's plans were NOT approved with an illegal fence.

If the existing fence is allowed, the message is that seeking permission is no longer required. This issue was 1st addressed in the Fall of 2019.

Sincerely,

Phyllis A. Aurich

Fence on Lot 9 of Picnic Rocks Planned Unit Development at 1001 Lakeshore Boulevard and 1301-1317 Picnic Rocks Drive.

Cary Bjork <[REDACTED]>

Sun 5/23/2021 7:52 PM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Ms. Andrea M. Landers, Zoning Official,

I am opposed to allowing the six foot high vinyl fence on lot 9 to remain in place. This fence was apparently constructed without a permit from the city. The fence interferes with nearby residents' views of Lake Superior and is detrimental to the aesthetics of the neighborhoods in close proximity to lot 9.

The city needs a healthy tax base which includes new housing units. However, the property value of existing units needs to be protected as well. This fence obstructs views of The Lake which could decrease the value of existing housing near the lot in question.

I urge you to encourage compliance with PUD Master Deeds and not to grant the requested revision.

Thank you for requesting comments on this matter.

Cary Bjork
1279 Lakeshore Park Place
Unit PD
Marquette, MI 49855
Cary M. Bjork MD, FACP, CTropMed®

Notice of Public Hearing (Picnic Rocks Assn. Fence)

Nancy Fierstine [REDACTED] >

Mon 5/24/2021 9:21 AM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Commision:

As affected property owners we feel the existing fence on Lot #9 of the Picnic Rocks Planned Unit Development is not acceptable and should not remain in place.

1. The fence does not meet Marquette City fence permit requirements and we believe it would not have been approved prior to construction.
2. The fence was constructed without an approved fence permit from the City of Marquette. The permitting process should followed for fencing, as is done for building, mechanical, electrical, and plumbing construction or installation.
3. The factors of the height and because it is closed, gleaming white vinyl fencing gives us other concerns: negative impact on neighborhood aesthetics, visibility of pedestrian and vehicle traffic along Lakeshore Blvd and on a personal note, the view from our ground-level patio and interior living area.
4. Codes and ordinances are in place to service the community as a whole and any amendments to fit the needs of individuals may set a precedence to allow additional non-compliant fencing or other non-compliant structures.
We would discourage "act first, ask later"

Please consider our comments and deny the six-foot high, closed construction vinyl fence from remaining in place.

Thank you
Nancy and Greg Fierstine
1279 Lakeshore Park Place #1G
Marquette

Amendment to the Picnic Rocks Planned Unit Development, 1001 Lakeshore Blvd.

Dave Blair <[REDACTED]>

Mon 5/24/2021 11:15 AM

To: Andrea Landers <alanders@marquette.mi.gov>

As an affected property owner residing at 1279 Lakeshore Park Place, Suite PE, I believe the existing fence on lot 9 of the Picnic Rocks Planned Unit Development is not acceptable and should not remain in place.

1. The fence does not meet Marquette City fence permit requirements.
2. The fence was constructed without an approved fence permit from the City of Marquette. The permitting process should be followed for fencing, just as is done for building, electrical, mechanical and plumbing construction or installation. Because there was not an approved fence permit the fence must be removed, rather than changing the PUD. I would also like to note that Picnic Rocks previously sought approval of an amendment that was based on individual, self-serving reasons that did not respect the interests of the neighborhood. As in the past case, this amendment should also be denied.
3. The fence has a negative impact on neighborhood aesthetics and hinders the visibility of pedestrian and vehicle traffic along Lakeshore Park Place Drive. These factors would have resulted in denial of a permit for the fence, had the owners followed proper procedures. Approval of the fence after the fact would set an unacceptable precedent and must not be allowed to occur.

Please consider my comments and deny approval of the requested amendment.

Leon D. Blair

1279 Lakeshore Park Place, Suite PE
[REDACTED]

FW: RE: FW: Notice of Public Hearing (Picnic Rocks Assn. fence)

[REDACTED] >

Mon 5/24/2021 2:45 PM

To: Andrea Landers <alanders@marquettetmi.gov>

Cc: [REDACTED] >

As affected property owners we feel the existing fence on lot 9 of the Picnic Rocks Planned Unit Development is not acceptable and should not remain in place.

1. The fence does not meet Marquette City fence permit requirements.
2. The fence was constructed without an approved fence permit from the City of Marquette. The permitting process should be followed for fencing, as is done for building, electrical, mechanical and plumbing construction or installation. Because there was not an approved fence permit we now must go through this lengthy process. This has been a waste of time, energy and resources.
3. The factors of the height and because it is closed construction fencing give us other concerns; negative impacts on neighborhood aesthetics, visibility of pedestrian and vehicle traffic along Lake Shore Blvd., and the potential precedence to allow additional non-compliant fencing or other non-compliant structures.

Please consider our comments and deny the fence as constructed .

Thank you

Karen and Frank Nettell

1279 Lake Shore Park Place #3B

Marquette, Mich 49855

Kevin and Judy Moyle
1304 Picnic Rocks Dr
Marquette MI 49855

kevinamoyle@gmail.com / 906-281-0211
moylejudy@gmail.com / 906-281-0106

RECEIVED

MAY 25 2021

Marquette City
Community Development Office

5/21/2021

TO: Community Development Department
City of Marquette

FR: Kevin and Judy Moyle

RE: Public Hearing
01-PUD-05-09-A8
Amendment to the Picnic Rocks Planned Unit Development
1001 Lakeshore Blvd and 1301-1317 Picnic Rocks Drive

We are unable to participate in the public hearing on June 1, 2021, therefore, we are submitting our written comments.

We have reviewed the letter we received regarding the property of Julie Bowerman.

We are in favor of the proposed changes to paragraph 7.6 Codes and Ordinances of the PUD Master Deed.

If you have any questions, please feel free to contact us.

Thank you,



Kevin Moyle



Judy Moyle

May 13, 2021

Dear Property Owner or Occupant:



RE: Notice of PUBLIC HEARING before the Marquette City Planning Commission regarding: **01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)**

Julie Bowerman, Lakeshore Residences LLC, and Picnic Rocks Pointe Association are seeking approval of an amendment to their previously approved Planned Unit Development (PUD) consisting of 15 residential units in the form of single-family dwellings. They are requesting to revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed. It states that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected." They would like it to read that "In addition to the construction requirements in this section, all buildings and other- structures must comply with applicable building and other- structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place." The Planning Commission will review the request and send a recommendation to the City Commission.

You are being notified of the public hearing referenced above because you own or occupy property within 300 feet of the property.

The public hearing for this request will begin at 6:00 p.m. on Tuesday, **June 1, 2021**, and the meeting will be held virtually with Commission members and Staff attending remotely. This meeting will be streamed on the City of Marquette YouTube channel, at <https://www.youtube.com/user/CityofMarquetteGov>. **Please note that the YouTube livestream will have at least a 20-second delay, and that anyone that wishes to offer public comment via Zoom (directions are provided below) will need to open the livestream to follow along while they wait to enter the meeting.**

Public Participation

There will be three options for public participation in this meeting: video conferencing, phone conferencing, or written comment. There will be three public comment periods for the meeting, one near the beginning of the agenda, one for the public hearing, and one at the end. Comments are limited to three minutes and speakers must give their name and address before speaking.

In order to offer a live video comment, you must visit:
<https://us02web.zoom.us/j/84127534741>

Picnic Rocks Planned Unit Development Lot #9 Exception requested for fence to remain in place

John Ashby <[REDACTED]>

Tue 5/25/2021 3:54 PM

To: Andrea Landers <alanders@marquettemi.gov>

John and Judy Ashby
Lakeshore Park Place Condo
1201 Lakeshore Park Place
Marquette, MI 49855
DATE: 5/25/2021

TO; MARQUETTE CITY PLANNING COMMISSION/ZONING

Commissioners:

THIS LETTER IS RELATIVE TO THE RECENT PUBLIC NOTICE WE RECEIVED FROM THE ZONING OFFICIAL OF MARQUETTE, MICHIGAN CONCERNING A REQUEST FOR "AN EXCEPTION TO PERMIT THE EXISTING SIX-FOO HIGH CLOSED CONSTRUCTION VINYL FENCE ON LOT #9 TO REMAIN IN PLACE..

AS AN AFFECTED PROPERTY OWNER, WE FEEL THE EXISTING FENCE ON LOT #9 OF THE PICNIC ROCKS PLANNED UNIT DEVELOPMENT IS NOT ACCEPTABLE AND SHOULD NOT REMAIN IN PLACE.

OUR OBJECTIONS INCLUDE:

...THE FENCE DOES NOT MEET MARQUETTE CITY FENCE PERMIT REQUIREMENTS

...THE FENCE PERMIT PROCESS WAS NOT INITIATED. IN OTHER WORDS BUILD NOW, REQUEST VARIANCE LATER

...THE ENCLOSED 6' HIGH CLOSED VINYL FENCE OBSTRUCTS OTHERS' VIEWS OF THE LAKE

...WE FEEL ALL MARQUETTE RESIDENTS SHOULD FOLLOW PERMITTING PROCEDURES WHETHER FOR FENCES, BUILDINGS, ELECTRICAL, MECHANICAL, OR PLUMBING INSTALLATIONS.

WE ARE SIGNIFICANTLY OPPOSED TO BUILD NOW, ASK FOR A VARIANCE AFTER. THIS PROCEDURE ESTABLISHES A VERY BAD PRECEDENT FOR OTHER RESIDENTS TO FOLLOW NON-COMPLIANT FENCING OR OTHER STRUCTURES.

John and Judith Ashby

Carol Cappuccio

1279 Lakeshore Park Place, Apt. 1F, Marquette, Michigan 49855

May 23, 2021
Andrea M. Landers
Zoning official
Community Development Department
1100 Wright Street
Marquette, Michigan 49855

Dear Ms. Landers

I am writing regarding the Picnic Rocks Association's request for approval to have an amendment to revise their Planned Unit Development so that an existing six-foot high closed construction vinyl fence can remain on Lot #9. This request will be considered at a public hearing before the Marquette City Planning Commission on June 1. I live at 1279 Lakeshore Park Place, Unit 1F. The fence blocks the view of the lake for several residents in the Lakeshore Park Place Condominium Association. I am concerned that if the fence remains in place other owners in the Picnic Rocks Pointe Association may use the fact that unit 9 was allowed to build a fence as a rational for building more fences on their properties. This could in turn block the lake views of even more members in the Lakeshore Park Place Condominium Association. For these reasons I am asking that the request for the revision be denied.

Sincerely,

Carol Cappuccio

Carol Cappuccio

RECEIVED
MAY 26 2021

Marquette City
Community Development Office

May 24, 2021

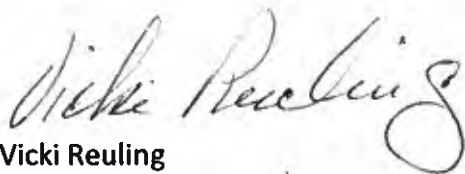
Community Development Department
1100 Wright Street
Marquette, Michigan 49855

RE: PUBLIC HEARING before the Marquette City Planning Commission regarding: 01-PUD-05-09-A8- Amendment to the Picnic Rocks Planned Unit Development

I am writing in support of this proposed amendment to the PUD. I own a home at 1307 Picnic Rocks Drive, two lots away from Lot #9 which has the six-foot high closed construction vinyl fence. The home with the fence was built at about the same time as we built our home, one and a half years ago.

I have no objection to the current fence on Lot #9. It is well cared for, neat, and provides privacy to the residents and the adjoining lots. It fits well within the neighborhood. As I pass it nearly every day, I do not see it as a safety hazard. There is good sight distance to all roads and intersections. The current owner has a dog and the fence provides a safe opportunity for the dog to be off-leash.

Thank you for your consideration,



Vicki Reuling
1307 Picnic Rocks Drive
Marquette, MI

RECEIVED
MAY 26 2021

Marquette City
Planning Commission
01-PUD-05-09-A8

May 23, 2021

Tom Rulseh
1307 Picnic Rocks Drive
Marquette MI 49855

Marquette City Planning Commission
1100 Wright Street
Marquette MI 49855

Re: 01-PUD-05-09-A8 - Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)

Dear Commission Members:

Please know that I am in full support of Julie Bowerman's request for the above referenced amendment so that she may keep her fence in its current location and in its current design. In fact, as Julie's neighbor I very much appreciate her fence and the multiple purposes it serves in its current placement and design. Further, in my experience as a pedestrian, cyclist and motorist in this neighborhood I do not perceive any safety hazards posed by Julie's fence in its current location and design.

Thank you for your attention to this matter as you continue to do what is best for our community and its residents.

Respectfully,



Tom Rulseh

RECEIVED
MAY 26 2021

Marquette City
Community Development Office

CHURCH AND KORHONEN, PC

ATTORNEYS AT LAW

May 26, 2021

CATHY C. CHURCH
CARA KORHONEN

Andrea Landers
Marquette City Planning Commission
Sent via email to alanders@marquettemi.gov

RE: Public Hearing regarding Julie Bowerman, 01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd and 1301 – 1317 Picnic Rocks Drive

Dear Ms. Landers/Marquette City Planning Commission:

We are writing to voice our strong support for Ms. Bowerman's request to amend the Picnic Rocks PUD as referenced above.

We live across the street and one house over from Ms. Bowerman. We appreciate that Ms. Bowerman took the time and expense of having a fence put up for her dog and privacy. We know that at times Ms. Bowerman has to work long hours, and her dog has the option of going out into the yard as she needs. As you are aware, we live in a very high traffic area for pedestrians and vehicles. Personally, if we had a low or partially-open style fence, we would never leave one of our dogs out due to concerns of the dog escaping, being taken, or barking incessantly at all the passersby. It would be aggravating to the neighbors should the dog be able to sit and bark at everyone she sees through the fence, and even worse it would be heart breaking if something happened to Ms. Bowerman's dog should she be required to change her current fence to a less secure style of fence. Furthermore, any mess in the yard due to her dog is hidden away by this fence. It's an attractive fence that complements her home and our neighborhood.

This seems to be a really unfortunate situation that is due in no part to Ms. Bowerman's actions. She took the appropriate actions in gaining HOA Board approval prior to having the fence erected, and the HOA did in fact approve the current fence. Ms. Bowerman then relied on the HOA approval and the expertise of her builder to ensure that her fence was in compliance. Unfortunately, she learned after the fact that her reliance was misplaced. Now it seems that the brunt of this problem has fallen entirely at her feet, despite the fact that she was the only party who did everything they were supposed to. In contrast, the HOA should have known that the fence they were approving was not in compliance, and her builder should have known to pull the appropriate permits. However innocent the HOA and builder's actions were, they have caused this problem for Ms. Bowerman.

Our question really becomes what is the benefit of denying Ms. Bowerman's request? The current fence is well done, it keeps her backyard private, it adds to the appearance of her property and the surrounding properties, it keeps her dog safe, it enables her dog to quietly enjoy the backyard, etc. We do not understand how it could negatively impact anyone else in any way. Accordingly, we urge the Commission to grant Ms. Bowerman's request to alter the PUD.

Sincerely,


Cara Korhonen and Cathy Church




Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Thomas Deslats


112 E. Prospect - Apt 1

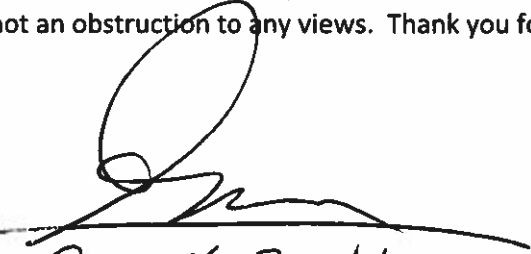
Picnic Rocks PUD Development Lot #9 June 1, 2021

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.



Sarah K. Reynolds
Former City Commissioner
424 W. Bancroft
Marquette, MI 49855

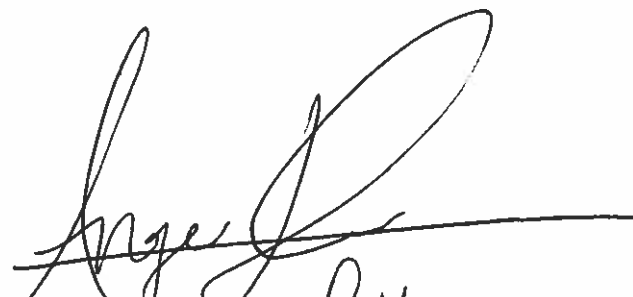
Picnic Rocks PUD Development Lot #9 June 1, 2021

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As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.



Angela Hill
1200 Walden St
MQT, 49855


Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.


611 N. Third St.
Marquette MI 49855


Picnic Rocks PUD Development Lot #9 June 1, 2021

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I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

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318. E. Park
Marquette, MI

Picnic Rocks PUD Development Lot #9 June 1, 2021

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Nicole Limback

Mr. Limback

1201 ALBION

MQT, MI.

Picnic Rocks PUD Development Lot #9 June 1, 2021

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TJ Carpenter
TJ Carpenter

520 Fisher St.

MQT

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

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RAT SLRATT, 348 L. Howitt

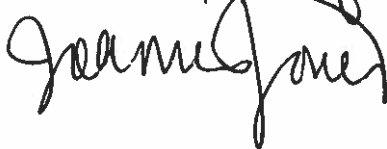
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Joanne Jones
1613 West, Marquette


Picnic Rocks PUD Development Lot #9 June 1, 2021

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Jessica Darcy
Third Base Bar Owner
Jessica Darcy

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Scott Beaulieu
1554B W. Ridge St Apt # 14
Marquette MI 49855

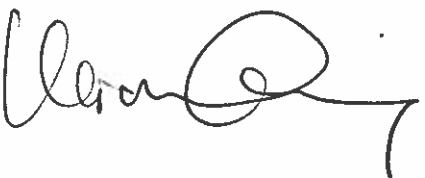
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MICHAEL MERING 421 E. RIDGE MQT


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Sm
Shelly K Moley
5.31.21


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Steve Kelly 123 E Ridge 

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Paul Mant
112 E. Ring St
Marquette MI
49855

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Dorene Tmune
107 N. Lakeshore Blvd
Marq. Mi

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Leslie Seratti

352 E. NEWITT AVE

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103 N. Lakeshore BLVD
Marquette MI 49855

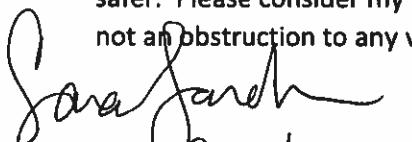
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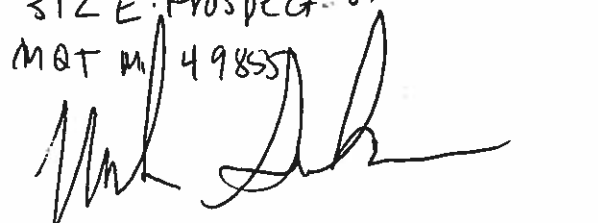
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Sara Sanderson
312 E. Prospect St
Marquette, MI 49855


Nick Sanderson
312 E Prospect Apt. 2
Marquette, MI 49855

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A handwritten signature in black ink, appearing to read "NG St. AD." with a period at the end. The signature is stylized with large, flowing loops.

622 N. Third St.

Marquette, MI

49855.

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Laura McLaughlin
113 E Michigan
Marquette MI 49855
906-361-3542
LML 5/28/2021


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Leo Elder Drive
MQT, MI 49855

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Cris Osler

Cris Osler 315 E College Ave M&T

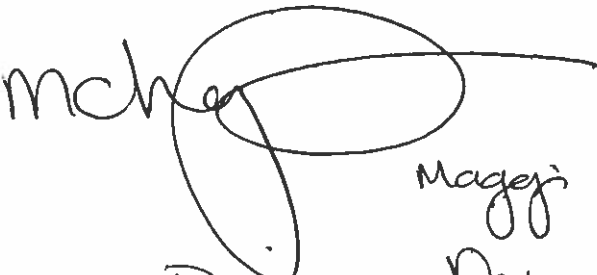
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Magezi Chapin
1413 Birch Ave.
MQT, MI 49855


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(TORI CAREY)
325 W. PARK ST.
APT. 1 MQT, MI 49855

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Alan Poole

923 N+Wind St
Marquette MI 49855

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Dub DeMott
244 Rock Street
Marquette, MI 49855

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Alexander Scott
2817 Cedarville Drive Apt 2
Marquette, MI 49855


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1603 WEST FAIR,
MARQUETTE 49855

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A handwritten signature in black ink, appearing to read "J. Arch". The signature is stylized with a long horizontal stroke at the beginning and a large, looped "A".

325 E ARCH, MQT, 49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Miranda Stradinger
409 Norwood St
MQT, 49855

A large, stylized handwritten signature in black ink, likely belonging to Miranda Stradinger, written over a horizontal line.

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

As a member of this community I appreciate that the fence offers safe protection from the dog that lives at 1301 Picnic Rocks Drive. It is often unnerving to walk past a property that has a large dog without a fence and I worry if that dog is going to run at me when I am walking. It is equally unnerving when a large dog can fit a head through the fence slots or put feet on top of the fence and bark as I pass by, I never know if it will be able to break through or jump the fence and attack.

I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.

Deana Groop
710 N. 3rd St.
Marquette MI
49855

Picnic Rocks PUD Development Lot #9 June 1, 2021

Dear Andrea Landers, Zoning Official, and Marquette County Planning Commission,

I am writing this letter in support of the PUD amendment allowing the six-foot vinyl fence on the property at 1301 Picnic Rocks Drive. I write as a member of the community who frequently uses the bike path and the sidewalk on the Lakeshore Blvd. side of this property. This fence is clean, new and professionally built which is more than I can say for many other fences in the area. This fence does not obstruct the visibility of the road or pedestrians on the sidewalk, as there is a very large tree in front of this fence. The fence is also placed at a safe distance from the road and private drive as to not be an obstruction and was aligned properly as to not obstruct any views of the lake more than the house already does.

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I believe this fence is an asset to the community and helps everyone using the area for recreation to feel safer. Please consider my comments and take the time to look at the fence in person and see that it is not an obstruction to any views. Thank you for your time and consideration.



314 W. Hawitt Avenue
Marquette, MI
49855

Bowerman fence

Rachel Alworden <[REDACTED]>

Tue 6/1/2021 10:41 AM

To: Andrea Landers <alanders@marquette.mi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood. Please take into account my comments and allow the PUD change.

Thank you,
Rachel Alworden

Re: sidewalk near Picnic Rocks Park

Penny Barney <[REDACTED]>

Tue 6/1/2021 3:41 PM

To: Andrea Landers <alanders@marquette.mi.gov>

Hello,

I am writing to express concern regarding the area near the Bowerman residence across the street from Picnic Rocks. My husband and I frequent that area while out walking and running and use the sidewalk and prefer the fencing to stay the same. It is not a problem and looks nice. Please consider other better uses of the city's time and resources by focusing on the areas that need to be cleaned up. It could only be a blessing for our city's areas of blight to have fencing as nice as the Bowerman's. Thank you for your consideration.

Penny Barney

[REDACTED]
339 Jackson St.

Julie Bowerman Request to Amend PUD

Brule Sr., Dave <[REDACTED]>

Mon 5/31/2021 12:44 PM

To: Andrea Landers <alanders@marquette.mi.gov>

Andrea, As neighbors , Thu and I support Julie Bowerman's request to amend the Picnic Rocks PUD to allow her to retain the six foot fence she built in her back yard.

Thank you,

David & Thu Brule

Bowerman Fence Approval

Dominic Hagerty <[REDACTED]>

Tue 6/1/2021 4:43 PM

To: Andrea Landers <alanders@marquette.mi.gov>

Andrea,

I would like to offer my support to Julie Bowerman's nicely constructed fence for the following reasons in my humble opinion:

1. The fence is not impeding on line of sight for motorists making the corner onto Lakeshore Blvd. Making that turn is not a safety issue in regards to the fence location.
2. The fence is well constructed of nice looking higher quality fence materials.
3. The fence fits well with the surrounding areas and steps down nicely to fit in with grade changes.
4. The fence would stop her dog from barking at passerby's and neighboring Nestledown Inn visitors.

Please take the time to consider approving the fence and possibly take a look at the site to find reason for approval if needed.

Thanks,

Dom Hagerty

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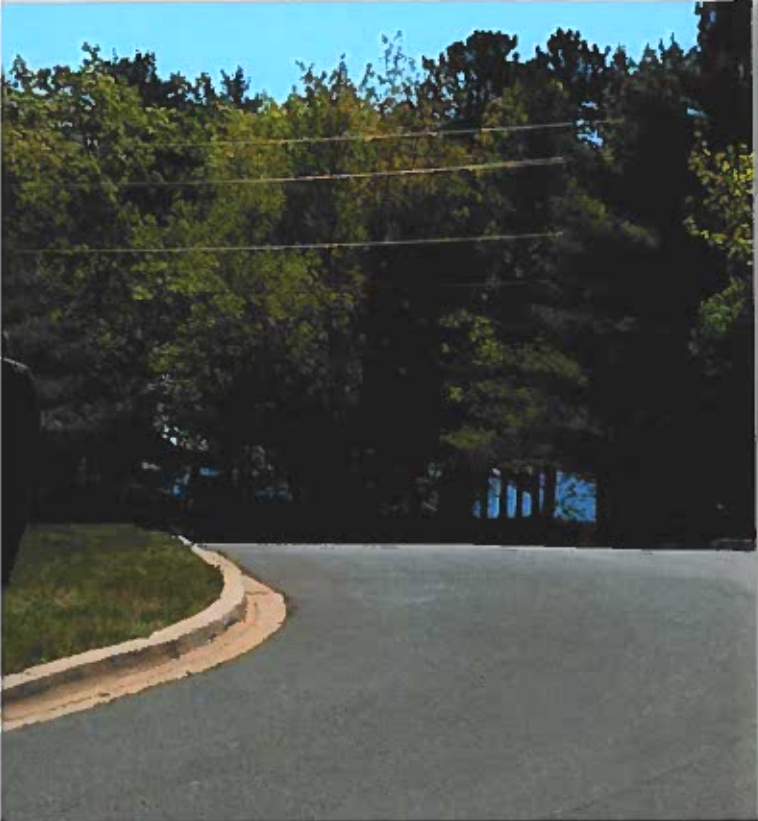
Ground view second ground condo 1279



1279 ground corner

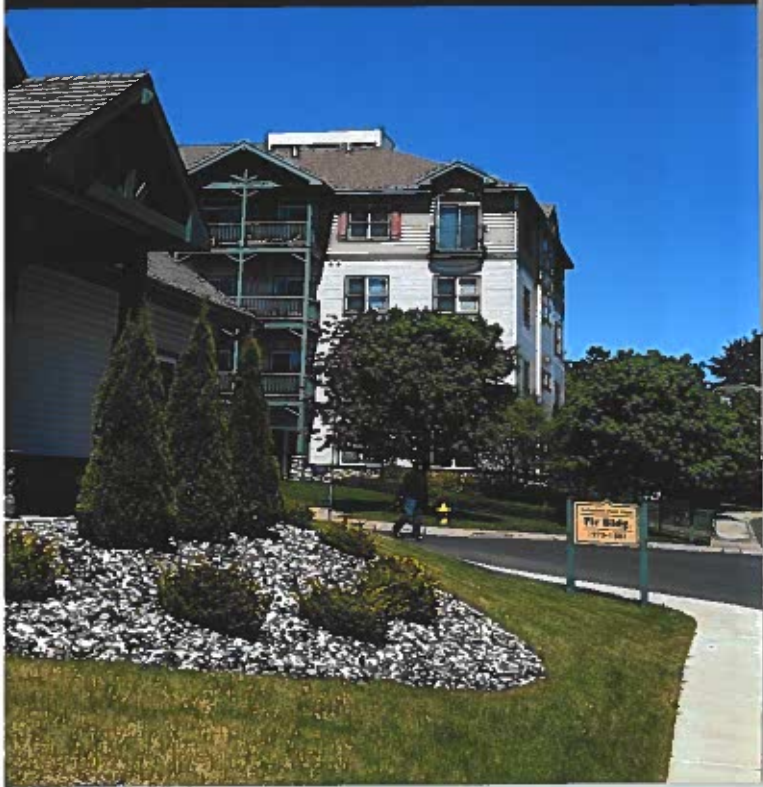


View from 1201



View from Fir building

Penthouse at 1279 complaining fence blocks his view









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MAY 27 2021

05/27/21 @ 5: 02pm

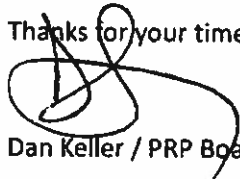
Andrea landers

City of MQT

Zoning Dept

I wish to give my full support to Julie Bowerman as developers agent, board member and I designed the Picnic Rocks Pointe Condo's. The fence is set back from the line of sight for the safe turning at Private drive. The SE Corner of the fence steps down for a nice style, the big Pine tree is a big buffer. The condo's cluster just to the SW of Julie's home orientation face West not East. I believe the city ruling for 4 ½ ft and not a 6 ft fence, issues due to a corner lot that abuts 2 streets, Julie's lot setback is a good distance from the street corner, both private drives have good line of sight. The fence in my opinion fits with this neighborhood mix and is made of higher quality materials, which looks good in my opinion. I hope the PUD board will take a few minutes to visit the location and get a feel for this specific sight orientation.

Thanks for your time with this matter,



Dan Keller / PRP Board Member

105 S Lakeshore Blvd, Mqt Mi.

PUD at 1301 Picnic Rocks Drive

Lori Malnor [REDACTED] >

Fri 5/28/2021 9:35 AM

To: Andrea Landers <alanders@marquette.mi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood.

Please take into account my comments and allow the PUD change.

Thank you,

Lori Malnor

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1301 Picnic Rocks Drive

Lee Marana <[REDACTED]>

Mon 5/31/2021 3:56 PM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing as a neighbor affected by the PUD change at 1301 Picnic Rocks Drive. I fully support keeping the existing fence on this property. It does not pose a safety issue for traffic or pedestrians and unlike the condos behind it, does not block anyone's view of the lake. I know the homeowner took responsibility to ask and was approved by her HOA board to get a variance for a six foot fence on this property before building as I used to live next door to her and the dog would occasionally jump the fence into my yard while she was working, especially in the winter. She took care of this issue by putting up a six foot fence to keep the dog safely contained. Please consider approving this PUD change.

Thank you,

Lee Marana
413 E College Ave
Marquette, MI 49855

Andrea Landers,

I am writing this letter in support of the PUD change to keep the existing fence at 1301 Picnic Rocks Drive. As a business owner in the area I support this fence remaining as is. The fence is done tastefully, reflects the design of the house and is visually pleasing.

Thank you,

A handwritten signature in black ink, appearing to read "Derek Parker", with a long horizontal flourish extending to the right.

Derek Parker
Owner of Parker and Sons Properties
955 North Lakeshore Blvd
Marquette MI, 49855

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JUN 01 2021

Marquette City
Community Development Office

Good fences make good neighbors - 1301 Picnic Rocks Drive

Heather Pickett <[REDACTED]>

Tue 6/1/2021 4:11 PM

To: Andrea Landers <alanders@marquettemi.gov>

Dear Ms. Landers:

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I frequently use the sidewalk and bike path in front of this house. Personally, I quite like the look of the fence. It goes with the house and aesthetic of the surrounding properties. It poses no safety concerns as far as I, or any of my friends in the neighborhood can tell. Please take into account my comments and allow the PUD change. Thank you in advance for your consideration.

Sincerely,
Heather Pickett

Picnic Rocks Point PUD Amendment

Nestledown Bed and Breakfast <[REDACTED]>

Thu 5/27/2021 9:50 PM

To: Andrea Landers <alanders@marquettemi.gov>

Hello Andrea. Thank you for seeing this letter to the City Planning Commission documents regarding agenda item:

01-PUD-05-09-A8 – Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150)

Dear City Planning Commission

This is Ken and Sue Schauland, owners and Innkeepers of Nestledown Bed and Breakfast. We are nearby neighbors to Julie Bowerman, and her fence is directly North of our Inn. We have a full view of it across our yard. We see Julie Bowerman as a good neighbor in building the fence. Her motivation and need to keep good track of her dog, provide a secure yard that is private and one that would minimize aggravation from people, cars and other dogs going by is effective and appreciated here at Nestledown.

Ken and I do see that the fence doesn't meet the city fence ordinance. It may cause others to want fences of their own if Julie is not penalized and asked to take down the fence. Sure, these are thoughts out there in the neighborhood, but is this the right thing to do? Is this the most neighborly way to proceed? The fence is built, materials and labor have been used and spent. It would be shameful and costly to destroy what is already in place. It is our understanding the fence was not built with malice towards the permitting process or the Picnic Rocks Point Association. Mistakes were made as they often are in a building project.

We are asking for empathy and understanding on Julie's behalf and that the amendment to the Picnic Rocks Planned Unit development be allowed.

Thank you for serving!

Sincerely,

Ken and Sue Schauland
975 N. Lakeshore Blvd
Marquette MI 49855

Privacy Matters

Jason Schneider <[REDACTED]>

Tue 6/1/2021 5:44 PM

To: Andrea Landers <alanders@marquette.mi.gov>

To whom it may concern,

I am writing in support for use of 6ft fencing in the new development across from the picnic rocks area, specifically at the house located at 1301 Picnic Rocks Dr.. As someone who walks and bikes through this beautiful neighborhood, I would find it distracting to see what happens in backyard of these homes, especially since this particular home has a hill that goes down to the sidewalk level. A 4ft fence will not provide the privacy that homeowners need in that part of the property. Please consider the use of 6ft fencing in this neighborhood.

Sincerely,
Jason Schneider

Nancy E. Seminoff
1314 Picnic Rocks Drive
Marquette, MI 49855

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JUN 01 2021

Marquette City
Community Development Office

May 29, 2021

To Members of the Marquette Planning Commission:

RE: Proposed Amendment to Lot #9, Picnic Rocks Pointe PUD

I am writing in response to J. Bowerman's letter of April 26, 2021 to the Planning Commission. As the second *resident (in 2014)* on Picnic Rocks Drive, my expectation is to reside in a neighborhood where residents respect each other and subscribed to association bylaws and city ordinances.

J. Bowerman's letter of April 26, 2021 contains several inaccuracies and an unfounded allegation against me. As Commission members, you have the right to accurate, documented information (available upon request) in your deliberations, and I should not be vilified for standing on principle. 1-The current fence was not approved by the Homeowners Association *with any formal action*. 2-The allegation that I "have been causing problems for this development on every issue" is false and obviously publicly defamatory. Evidently subscribing to city and condominium documented expectations is considered problematic to those who want to exercise their free will. 3-Citing the association board "was unaware that they could not legally approve this fence" is nonsense. The association's bylaws are clear regarding the need to comply with city ordinances. (If the association board had infinite power, we could approve a water tower in each yard for example.) 4-Noting the builder "was not aware he needed a separate fence permit" attempts to absolve J. Bowerman of her personal responsibility in the building process.

The expectation here is that one can build something, expect city officials not to take any immediate action, and then have neighbors claim the built item is acceptable. Further, J. Bowerman's excuse that she did not have funds to secure a permit as an acceptable reason for inaction is spurious. The permit should have been secured in 2019 before building.

Attempts have been made to discuss this issue with J. Bowerman to explore alternative solutions; she declined. I have two rescue cats, and I understand the need to be concerned about their care. My neighbor has dogs but did not expect the neighborhood to accommodate these dogs.

We make personal choices in our lives – in this instance adopting a pet. That kind action should not require city officials, city boards, or neighbors to change bylaws and ordinances to accommodate the individual's choice.

Hopefully, decisions by the commission are not made based on emotional appeal, personal attacks, or threats to one's welfare (a documented police report exists regarding a previous decision related to Picnic Rocks Pointe where Marquette residents stood on principle and were threatened.). Reasonable people can work together to find reasonable solutions, without setting precedents for future requests seeking forgiveness rather than permission after the fact.

Again, the Planning Commission's response to this request will set a precedent for additional requested changes to this PUD that will likely be filed in the near future.

Respectfully,

Nancy E. Seminoff

Freedom of having a fence to protect the safety and security of pets and property.

Sara Stabile <[REDACTED]>

Thu 5/27/2021 8:24 PM

To: Andrea Landers <alanders@marquettemi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood. Please take into account my comments and allow the PUD change. Thank you,

Sara Stabile

Sent from my iPhone

Julie's fence

Livio Stabile <[REDACTED]>

Tue 6/1/2021 3:41 PM

To: Andrea Landers <alanders@marquette.mi.gov>

I am writing to express my support for the PUD change at 1301 Picnic Rocks Drive to keep the existing fence on the property. I am in the area almost daily and have been using the sidewalk and bike path in front of this house for over a year. In that time I have not seen nor been made aware of any safety concerns regarding this fence. It looks professional and compliments the house and neighborhood. Please take into account my comments and allow the PUD change. Thank you,

Amendment to Picnic Rocks Planned Unit Developed located at 1001 Lakeshore Blvd

Jeannie Wagner [REDACTED] >

Fri 5/28/2021 9:38 PM

To: Andrea Landers <alanders@marquettemi.gov>

As affected property owner 1279 Lakeshore Park Place, Apt PA, we are not in support of the fence at Lot #9 of the Picnic Rocks development.

1. The fence does not meet the City of Marquette requirements
2. The fence has a negative impact on the aesthetics of the neighborhood and obscures the view of the lake for several residents at Lakeshore Park Place
3. The fence was constructed prior to obtaining proper permits
4. Approval of this amendment would set a precedent for other homeowners in the Picnic Rocks development to construct a fence in a similar manner which would negatively impact the aesthetics of the area.

Respectfully submitted,

I-Chung and Grace Chien
1279 Lakeshore Park Place, Apt PA