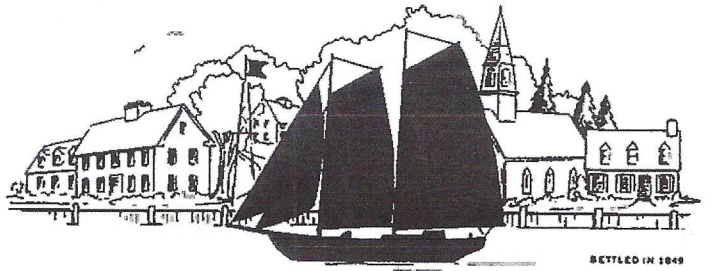


Village of Northport



116 W. NAGONABA • P.O. BOX 336 • NORTHPORT, MI 49670 • (231) 386-5182 • FAX (231) 386-5184

VILLAGE OF NORTHPORT

SITE PLAN REVIEW APPLICATION

Fee – (See Fee Schedule) \$ 560.00 ^{BY} OWNER Application Number _____

Project Address 440 VINCER WAY

Legal Description and Tax Parcel ID# TAX I.D. 042-100-069-02

DESCRIPTION IS ATTACHED, ALSO SEE DECEMBER 10, 2024
SUBMITTAL LETTER AND EXHIBITS.

Applicant Name JFK LAND SURVEYING CONSULTANT, LLC

Mailing Address 3345 BASSWOOD DR., TRAVERSE CITY, MI 49686

E-Mail Address JFKORR@CHARTER.NET Phone 231-590-3537

Property Owner's Name (if different from applicant) CHRISTINE C. WOONER, BY TRUSTEE

Describe Project 3 UNIT CONDOMINIUM PROJECT, UNDER P.A. 59
OF 1978, AS AMENDED

Attach twelve (12) copies of a detailed site plan and the applicable fee to the Northport Village Office, Attn. Village Clerk, 116 W. Nagonaba, P.O. Box 336, Northport, Michigan 49670. Costs of reviews by the Village Zoning Administrator, Village Engineer, Village Attorney and Compliance Division, including costs of planning commission meetings will be charged against the deposit. If the costs exceed the initial fee, the applicant shall pay the balance as part of the site plan approval.

I understand the above and will comply as required by Village Ordinances:

[Signature]
Signature of Applicant

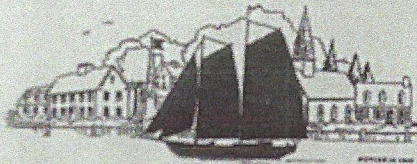
JAN 8, 2025
Date

As owner of the property on which this project is proposed, I hereby permit the applicant to act in my behalf to present this plan for approval by the Village of Northport.

Signature of Property Owner

Date

Village of Northport



116 W. NAGONABA • P.O. BOX 336 • NORTHPORT, MI 49670 • (231) 366-5182 • FAX (231) 366-5184

VILLAGE OF NORTHPORT

SITE PLAN REVIEW APPLICATION

Fee - (See Fee Schedule) \$ 560.00 ^{BY} OWNER Application Number _____

Project Address 440 VINEER WAY

Legal Description and Tax Parcel ID# TAX I.D. 042-100-069-02

DESCRIPTION IS ATTACHED, ALSO SEE DECEMBER 10, 2024
SUBMITTAL LETTER AND EXHIBITS.

Applicant Name JFK LAND SURVEYING CONSULTANT, LLC

Mailing Address 3345 BASSWOOD DR, TRAVERSE CITY, MI 49686

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Property Owner's Name (if different from applicant) CHRISTINE C. WOONER, BY TRUSTEE

Describe Project 3 UNIT CONDOMINIUM PROJECT, UNDER P.A. 59
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I understand the above and will comply as required by Village Ordinances:

Signature of Applicant

JAN 8, 2025

Date

As owner of the property on which this project is proposed, I hereby permit the applicant to act in my behalf to present this plan for approval by the Village of Northport.

Christina C. Wooner

Signature of Property Owner

JAN 8, 2025

Date

VILLAGE OF NORTHPORT

SITE PLAN REVIEW APPLICATION

The information on the following pages is printed to assist you in creating the site plan. However, it is your responsibility to meet all the requirements of the Village Ordinances.

SITE PLAN REQUIREMENTS – SITE PLAN MUST INCLUDE

- A. Location of sketch/Project Name
- B. Developer/designer information
- C. North arrow, scale, and date of original drawing & all revisions
- D. *FINAL ONLY* Professional Seal of an architect or engineer licensed in the State of Michigan
- E. Project address and legal description
- F. Area in square feet or acres excluding existing and proposed rights-of-way
- G. Boundary & dimensions of subject lots & relationship to abutting properties
- H. Existing topography with contours at 2" intervals
- I. *N/A* Location & elevations of water courses & bodies, underground drains, man-made drainage ways, flood plains and wetlands
- J. *STATEMENT LETTER 12/10/24* Location and type of significant vegetation and trees 8" or greater
- K. Significant site amenities or unique features
- L. Existing land use & zoning classification of subject property & adjacent parcels
- M. All required minimum setbacks
- N. *N/A* Location and dimension (length, width, height) of structures *NO STRUCTURES*
- N/A* On-site existing
- N/A* On-site proposed
- ☒ Existing structures within 100 feet of subject property
- O. Location of public roads, streets, alleys, easements of record (need title Insurance policy/abstract) & existing driveways
- P. *SITE CANON* Residential proposal: #of One Bedroom Units; #of Two Bedroom Units; #of Three Bedroom Units with typical floor plan of each; *SEE EX. B*
- Square feet of floor areas *N/A* Density computation *N/A* Recreation Facilities
- Open spaces Street names Lot coverage

Q. *N/A* Non-Residential:

N/A Number of offices

N/A Number of employees

N/A Number of floors

N/A Floor plans are required to be submitted w/this application (12 sets)

R. *N/A* Proposed parking with details of layout and space dimensions

S. Location and dimension of proposed streets, drives, curb cuts & access easements *EXISTING ONLY*

T. *NONE* Traffic and pedestrian circulation patterns:

N/A Proposed sidewalks

N/A Barrier free access

N/A Fire lanes

N/A Carports

EXISTING "VINGER WAY" 40 FT. PRIVATE

U. Site screening *NONE*

V. Signs, dimensions & locations of free standing or wall signs (Attach detail) *NONE PRESENTLY*

W. Trash receptacles, locations, specifications *NONE/INDIVIDUAL HOME SITES*

X. Outdoor containment structures, location and specifications *NONE PROPOSED*

Y. *N/A* Variances needed or obtained (Attach copy of variances)

Z. Performance guarantees (amounts, types and terms) *NOT ANTICIPATED*

AA. Attach written, signed statement that applicant will comply w/all state & federal laws *WORKER SAFETY*

BB. Attach written statements relative to project impacts on existing infrastructures (including water, sewer, traffic capacity of streets, schools, & other existing utilities) and on the natural environment of the site and adjoining lands *SEE LETTER 12/16/24*

CC. Details of all hazardous substances (Attach MSDS Sheets) *NONE*

DD. Delineation of any on-site contamination *NONE*

EE. Proposed finished grade of buildings, driveways, walkways and parking lots *PARTIAL SEE EX. B*

FF. *N/A* Proposed building materials

GG. *N/A* Location and size of proposed water service (calculation of REU's) *INDIVIDUAL WELLS*

HH. Location and size of proposed sanitary sewer service (waste stream strength & composition)

II. Storm water management plan *SEE LETTER 12/16/24 - EXISTING SYS. INSTALLED EXISTING IN PLACE, NOTED IN 12/16/24 LETTER*

JJ. *N/A* Proposed fire hydrants (include hydrant detail) *NO PUBLIC WATER*

- KK. Location of all other utilities (natural gas, electric, cable t.v., telephone)
- LL. List soil erosion and sedimentation control measures *INDIVIDUAL SITES NEED TO APPLY AT CONSTRUCTION.*
- MM. *N/A* Detail landscaping plan:
 Location Quantity Types and sizes of material
 Attach written landscape maintenance plan (be specific)
- NN. Note any easements required for public rights-of-way, utilities, access shared access and drainage *SEE EXHIBIT B PLANS*
- OO. *N/A* Critical information or special data needed for review
- PP. Other data reasonably requested by the Village *UNKNOWN!*
- QQ. Outdoor lighting fixtures shall be rated at a color temperature of 4000K or less and shall have 100% cutoff above the horizontal plane at the lowest part of the light source. That is, light rays may not be emitted by the luminaries at angles above the horizontal plane. *EXISTING ONLY*
- RR. Applicant acknowledges that both signage and driveway permits must also be obtained through separate applications and actions
- SS. The use of vibratory rollers for compaction of material is prohibited unless expressly pre-authorized by the Village Manager
- TT. Property owner recognizes winter maintenance by the Village may cause damage to property within Village right-of-way. The Village assumes no responsibility for restoration or repair of property within Village right-of-way.
- UU. Beyond village acceptance of storm water runoff handling plans approved during this application process, the future impact of storm water/surface water may still require improvements or further action on the part of the applicant, after completion of site development
- VV. The applicant acknowledges that the Village of Northport has developed comprehensive standards for installation of both above ground and underground infrastructure, and will abide by these standards during design and construction. These standards are available in electronic format upon request of the applicant. *SEWER LEADS BY FUTURE BUYER*
- WW. *N/A* The applicant will begin electrical needs evaluation process by contacting electrical company *SMALL SCALE 3 UNITS*
- XX. Applicant acknowledges full compliance with Ordinance regarding FCC Regulations regulating electro-magnetic emission and interference

ZZ. In regard to potential Village of Northport business licensing, applicant acknowledges all actions taken by you and/or your agents are fully at-risk, and no guarantee whatsoever, of any kind, is made or implied by the Village of Northport

AAA. Approval of this site plan application applies to Village ordinances. Any federal or state Regulations are beyond the scope of this application

OK Applicant initials acknowledging conditions.

VILLAGE USE ONLY

Soil Erosion Permit Required: YES NO

Natural River Zoning Permit Required: YES NO

Flood Plain Permit Required: YES NO

Approved by Planning Commission: _____

Conditions of Approval: _____

Zoning Permit Approved: _____

Zoning Administrator

Date

Project Completed: _____

Zoning Administrator

Date

January 8, 2025

James Dyer, Village Manager
Village of Northport
P.O. Box 336
Northport, MI 49670

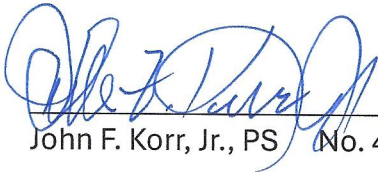
Subject: Signed Written Statement, Vincer Woods, a Condominium.

Dear Mr. Dyer:

As the Applicant and Owner, we agree to Conform to all State of Michigan and Federal laws if applicable, affecting this project.

Applicant:

JFK Land Surveying Consultant, LLC
By: John F. Korr, Jr., it's Owner/Manager
3345 Basswood Dr., Traverse City, MI 49686



John F. Korr, Jr., PS No. 4001024600

Date: JAN. 8, 2025

Owner:

Christine C. Woomer, as Trustee
305 S. Shore Drive, Northport, MI 49670

Christine C. Woomer, Trustee
Of the Reverse QTIP Marital Trust of
William T. Collins Jr. Trust, U/T/D
April 26, 2008.

Date: _____, 2025

January 8, 2025

James Dyer, Village Manager
Village of Northport
P.O. Box 336
Northport, MI 49670

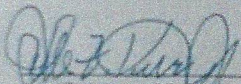
Subject: Signed Written Statement, Vincer Woods, a Condominium.

Dear Mr. Dyer:

As the Applicant and Owner, we agree to Conform to all State of Michigan and Federal laws if applicable, affecting this project.

Applicant:

JFK Land Surveying Consultant, LLC
By: John F. Korr, Jr., it's Owner/Manager
3345 Basswood Dr., Traverse City, MI 49686


John F. Korr, Jr., PS No. 4001024600

Date: Jan. 6, 2025

Owner:

Christine C. Woormer, as Trustee
305 S. Shore Drive, Northport, MI 49670


Christine C. Woormer, Trustee
Of the Reverse QTIP Marital Trust of
William T. Collins Jr. Trust, U/T/D
April 26, 2006.

Date: Jan. 8, 2025

Vincer Woods Boundary Description

Being a retracement of Parcel "C" Warranty Deed Liber 1251, Page 80

(As Provided)

Part of Lot 69 of the assessor's Plat No. 1, in the North ½ of Section 31, T31N, R11W, Village of Northport, Leelanau County, Michigan, more fully described as follows:

BEGINNING at the Northeast corner of Lot 69, "Assessor's Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way line of State Highway M-22; thence South 01°20'30" West 274.24 feet (recorded as South 01°21'00" West and South 01°21'18" West); thence North 88°42'45" West, 440.62 feet (recorded as North 88°43'32" West, 440.11 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and the West Line of "Vincer Woods"; thence along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" and the centerline of a 40 foot wide Ingress and Egress easement, along a curve to the left, said curve (R = 420.00 feet, Delta = 09°51'39" (recorded as 09°51'09"), Long Chord = North 02°28'54" East, 72.19 feet (recorded as North 02°11'31" East, 72.13 feet) 72.28 feet (recorded as 72.22 feet; thence leaving said centerline of easement along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" North 02°25'12" West, 200.75 feet (recorded as North 02°25'32" West, 200.70 feet and North 02°26'25" West, 200.84 feet) to the Southerly line of State Road (now M-22); thence along said State Road (now M-22) South 88°55'54" East, 452.36 feet to the POINT OF BEGINNING. Containing 121,369 Square Feet or 2.79 acres of land more or less. Containing 3 units.

Subject to a 40-foot-wide easement as follows:

{Insert Description}

Subject to: A 40-foot-wide ingress and egress easement recorded in Liber 343, Page 766 for Northport Heights and Liber 334, Page 572, for Northport Crossing. Including a relocation for part of said 40-foot-wide easement as recorded in Liber 369, page 358 and Liber 369, Page 360 for Northport Crossing, in First Amendment to the Master Deed.

Subject to: Easement for electrical Facilities in recorded in Liber 334, Page 82 to Consumers Power Company.

Subject to: Covenants and Restrictions for Parcel "C" (present Vincer Woods) recorded in Liber 629, Page 758.

Subject to: Terms and conditions as contained in the Land Division approval by the Village of Northport, Recorded in Liber 629, Page 766. As it pertains to Parcel "C" in said approval.

Subject to: A State of Michigan Highway Easement, Granted in and Recorded in Liber 1187, Page 485.

Further Subject to: A Well Maintenance and Repair Easement, Recorded in Document No. 2023000671. Note, this easement is to be released and replaced by a more particularly described easement to cover the well (75 foot Radius) and the easement for watermain to Northport Crossing Condominium.

Prepared By:

JFK Land Surveying Consultant, LLC

November 7, 2024

File No. 2024.02



DATUM: NGVD29

BM A:
NAIL IN SOUTH FACE OF 18" MAPLE, NORTH SIDE OF VINCER WAY.
±57' NORTH-NORTHEAST OF WATER WELL & ±17' NORTHEAST OF
SANITARY MANHOLE #30113.
ELEV = 681.55

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	100.32'	90.00'	63°52'04"	577°59'36"E 95.21'
C2	69.45'	107.63'	36°58'15"	N51°33'34"E 68.25'
C3	55.73'	50.00'	63°52'04"	S77°59'33"E 52.89'
C4	85.54'	67.63'	72°28'14"	N33°48'29"E 79.95'
C5	73.58'	440.00'	93°34'53"	N02°20'32"E 73.45'
C6	72.28'	420.00'	95°1'39"	N02°28'54"E 72.19'
C7	30.40'	50.00'	34°50'02"	N87°29'26"E 29.93'
C8	25.34'	50.00'	29°02'02"	S60°34'32"E 25.07'

SOIL TYPES ARE ACCORDING TO THE USDA SOIL SURVEY WEB SITE
(<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>)

- EsF: EMMET-OMENA SANDY LOAMS, 25-50% SLOPES
- LIE: LEELANAU-EAST LAKE LOAMY SANDS, 18-25% SLOPES
- MIB: MANCELONA-EAST LAKE LOAMY SANDS, 0-6% SLOPES

UNIT 1 = 20,560 SQUARE FEET
UNIT 2 = 19,776 SQUARE FEET
UNIT 3 = 59,720 SQUARE FEET

DATUM: NGVD29

BM A:
NAIL IN SOUTH FACE OF 18" MAPLE, NORTH SIDE OF VINCER WAY.
±57' NORTH-NORTHEAST OF WATER WELL & ±17' NORTHEAST OF
SANITARY MANHOLE #30113.
ELEV = 681.55

BEARINGS ARE BASED ON THE NORTH
LINE OF NORTHPORT CROSSING
CONDOMINIUM.

R-3 SINGLE FAMILY DEVELOPMENT

MAXIMUM HEIGHT: 35 FEET

SETBACKS:
FRONT: 35'
SIDE: 20'
REAR: 30'

MAXIMUM LOT AREA COVERED BY
STRUCTURES = 35%

EX. SANITARY SEWER		
STRUCTURE	RIM ELEV.	PIPES
(30011) SMH	696.92	8" S IE = 690.02 8" N IE = 689.92
(30110) SMH	690.22	8" S IE = 680.87 8" NE IE = 680.87
(30112) SMH	684.00	8" SW IE = 676.10 8" SE IE = 676.10
(30113) SMH	680.96	8" W IE = 672.46 8" SE IE = 672.46
(30114) SMH	660.48	8" NW IE = 653.08 8" SE IE = 653.18
(30115) SMH	645.71	8" NW IE = 637.41 8" SE IE = 637.51
(30119) SMH	644.89	8" W IE = 635.59 8" N IE = 635.19 8" S IE = 635.19

PHONE: AT&T
RECEIVED: 09/12/2024

ELEC: CONSUMER
RECEIVED: 09/11/2024

GAS: DTE ENERGY
RECEIVED: 09/16/2024

1. ALL FRANCHISE UTILITIES (GAS, FIBER, CABLE, UG ELEC., TELE.) SHOWN ARE BASED ON MISS DIG MARKINGS LOCATED AT TIME OF SURVEY UNLESS NOTED OTHERWISE.
2. THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

UG TELE, MH, TELE PED, CABLE PED
 UG FIBER, PED, LINE MARKER, VAULT
 UG ELEC, MH, TRANSFORMER, AC UNIT, METER, BOX
 OH ELEC, UTIL POLE, GUY WIRE
 GROUND LIGHT, POLE, POLE W/ ARM LT
 LIGHT MH, LT CTRL BOX, PARK, METER, CAR CHARGER
 ELEC HAND HOLE, OUTLET, SIGNAL MH, SIGNAL BOX
 UG GAS, MH, VALVE, LINE MARKER
 GAS WELL, METER, VENT
 WATER MAIN, MH, VALVE IN BOX, HYDRANT, FDC
 WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
 IRRIGATION CONTROL VALVE, SPRINKLER HEAD
 STORM SEWER, MH, CB, INLET, YARD DRAIN, DOWN SPOUT
 CULVERT/ END SECTION
 SANITARY SEWER, MH, CLEAN OUT
 COMBINED SEWER, MH
 STEAM LINE, MH
 MISC. MANHOLE, HAND HOLE, HAND BOX
 PARKING BLOCK, SIGN, FLAG POLE, POST, ROCK, MAIL BOX
 SECTION LINE, SECTION CORNER
 FOUND IRON ROD (FIR), FD MON, FD PK
 SET IRON ROD (SIR), SET PK, MAG NAIL
 CONTOUR

900

EX. ASPHALT
 EX. CONCRETE
 EX. GRAVEL

ACCORDING TO THE DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE) WEBSITE ([HTTPS://WWW.MCGI.STATE.MI.US/WETLANDS/MCGIMAP.HTML](https://www.mcgi.state.mi.us/wetlands/mcgimap.html)), THERE ARE NO NOTED WETLANDS ON THE SUBJECT PARCEL.

WETLAND FLAGGING WAS NOT OBSERVED DURING THE FIELD SURVEY. AN OFFICIAL STUDY FOR THE PRESENCE OF WETLANDS WAS NOT CONDUCTED BY MONUMENT ENGINEERING GROUP ASSOCIATES.

FEMA MAP SCALES DO NOT SUPPLY SUFFICIENT LEVEL OF DETAIL TO PLOT ACCURATELY. ZONES IF PLOTTED HEREIN ARE APPROXIMATE.

BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO LIE ENTIRELY IN ZONE (X) AREA OF MINIMAL FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF LEEANAU, COMMUNITY PANEL NO. (26089C0276E), EFFECTIVE DATE JUNE 7, 2023.

PARCEL TAX NUMBER: 042-100-069-02

Part of Lot 69 of the assessor's Plat No. 1, in the North 1/2 of Section 31, T31N, R11W, Village of Northport, Leelanau County, Michigan, more fully described as follows:

BEGINNING at the Northeast corner of Lot 69, "Assessor's Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way line of State Highway M-22; thence South 01°20'30" West 274.24 feet (recorded as South 01°21'00" West and South 01°21'18" West); thence North 88°42'45" West, 440.62 feet (recorded as South 88°43'32" West, 440.11 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and the West Line of "Vincer Woods"; thence along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" and the centerline of a 40 foot wide Ingress and Egress easement, along a curve to the left, said curve (R = 420.00 feet, Delta = 095°13'09" (recorded as 095°19'09"), Long Chord = North 02°28'54" East, 72.19 feet (recorded as North 02°13'14" East, 72.13 feet) 72.28 feet (recorded as 72.22 feet); thence leaving said centerline of easement along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" North 02°25'12" West, 200.75 feet (recorded as North 02°25'32" West, 200.70 feet and North 02°26'25" West, 200.84 feet) to the Southerly line of State Road (now M-22); thence along said State Road (now M-22) South 88°55'54" East, 452.36 feet to the POINT OF BEGINNING. Containing 121,369 Square Feet or 2.79 acres of land more or less. Containing 3 units.

Subject to a 40-foot-wide easement as follows:

A 40-foot-wide easement for ingress and egress, and installation and maintenance of public and private utilities across, Part of Lot 69, "Assessor's Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the South one-half of the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said easement lying 20.00 feet each side of and coincident with the following described centerline as follows:

Commencing at the Northeast corner of said Lot 69, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way of State Highway M-22; thence South 01°20'30" West 334.24 feet (recorded as South 01°21'00" West and South 01°21'18" West) along the westerly right-of-way of M-22 to the POINT OF BEGINNING; thence North 85°32'11" West 12.74 feet (recorded as North 85°31'49" West 12.76 feet) to the P.C. of a curve to the right; thence along said curve (R = 48.00 feet, Delta = 50°48'57" (recorded as 50°50'11" West), Long Chord = North 60°16'00" West 41.19 feet (recorded as North 60°06'00" West 41.21 feet), 42.57 feet (recorded as 42.69 feet), to the North 34°43'23" West 103.60 feet (recorded as North 34°43'39" West 102.66 feet); thence North 46°03'23" West 190.60 feet (recorded as North 46°02'53" West 190.56 feet) to the P.C. of a curve to the left; thence along said curve (R = 70.00 feet, Delta = 63°52'04", (recorded as 63°49'58"), Long Chord = North 77°59'35" West, 74.05 feet (recorded as 77°57'52" West, 74.02 feet), 78.03 feet (recorded as 77.99 feet); thence South 70°04'14" West, 55.71 feet (recorded as South 70°07'09" West, 55.67 feet) to the P.C. of a curve to the left; thence along said curve (R = 87.63 feet, Delta = 72°28'14" (recorded as 72°32'41"), Long Chord = South 33°48'32" West, 103.60 feet (recorded as South 33°50'49" West, 103.69 feet), 110.84 feet (recorded as 110.95 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and to the West Line of "Vincer Woods"; thence continuing along the common boundary line of "Northport Crossing" and "Vincer Woods"; said boundary line being South 22°42'51" East 24.35 feet (recorded as South 02°25'32" East 21.34 feet) to the P.C. of a curve to the right, along said curve (R = 420.00 feet, Delta = 09°51'39" (recorded as 09°51'09"), Long Chord = South 02°28'54" West, 72.19 feet (recorded as South 02°21'31" West, 72.13 feet), 72.28 feet (recorded as 72.22 feet) to the South Line of "Vincer Woods" and the POINT OF ENDING.

The Northerly sideline of said easement is to shorten at the West line of "Vincer Woods" and the East Line of "Northport Crossing Condominium". The southerly and easterly sideline is to shorten at the southerly line of "Vincer Woods" along a bearing of South 88°42'45" East. The sidelines at State Highway M-22 are to Shorten or Lengthen at the right-of-way for said highway.

JFK LAND SURVEYING CONSULTANT
3345 BASSWOOD DRIVE
TRAVERSE CITY, MI 49686



Call MISS DIG
3 full working days before you dig:
Michigan's Utility
One-Call Notification
Organization
1-800-482-7171

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OF ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATION AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

AGENT : CHRISTINE C. WOOMER

SITE PLAN

[illegible]

ORIGINAL ISSUE DATE

PROJECT NO: 2024.02

SCALE: 1" = 30'



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '1/2"' at the midpoint, and '1' at the right end.

FIELD: DS
DRAWN BY: CS
DESIGN BY: NA
CHECK BY: DC

1 OF 1

NOT FOR CONSTRUCTION

LEELANAU COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. ____
EXHIBIT "B" TO THE MASTER DEED OF
VINCER WOODS CONDOMINIUM
VILLAGE OF NORTHPORT
LEELANAU COUNTY, MICHIGAN

PROPERTY DESCRIPTION

Part of Lot 69 of the assessor’s Plat No. 1, in the North 1/2 of Section 31, T31N, R11W, Village of Northport, Leelanau County, Michigan, more fully described as follows: BEGINNING at the Northeast corner of Lot 69, "Assessor’s Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way line of State Highway M-22; thence South 01°20’30" West 274.24 feet (recorded as South 01°21’00" West and South 01°21’18" West); thence North 88°42’45" West, 440.62 feet (recorded as North 88°43’32" West, 440.11 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and the West Line of "Vincer Woods"; thence along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" and the centerline of a 40 foot wide Ingress and Egress easement, along a curve to the left, said curve (R = 420.00 feet, Delta = 09°51’39" (recorded as 09°51’09"), Long Chord = North 02°28’54" East, 72.19 feet (recorded as North 02°11’31" East, 72.13 feet) 72.28 feet (recorded as 72.22 feet); thence leaving said centerline of easement along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" North 02°25’12" West, 200.75 feet (recorded as North 02°25’32" West, 200.70 feet and North 02°26’25" West, 200.84 feet) to the Southerly line of State Road (now M-22); thence along said State Road (now M-22) South 88°55’54" East, 452.36 feet to the POINT OF BEGINNING. Containing 121,369 Square Feet or 2.79 acres of land more or less. Containing 3 units.

Subject to a 40-foot-wide easement as follows:
A 40-foot-wide easement for ingress and egress, and installation and maintenance of public and private utilities across, Part of Lot 69, "Assessor’s Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the South one-half of the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said easement lying 20.00 feet each side of and coincident with the following described centerline as follows:

Commencing at the Northeast corner of said Lot 69, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way of State Highway M-22; thence South 01°20’30" West 334.24 feet (recorded as South 01°21’00" West and South 01°21’18" West) along the westerly right-of-way of M-22 to the POINT OF BEGINNING; thence North 85°32’11" West 12.74 feet (recorded as North 85°31’49" West 12.76 feet) to the P.C. of a curve to the right; thence along said curve (R = 48.00 feet, Delta = 50°48’57" (recorded as 50°50’11" West), Long Chord = North 60°07’47" West, 41.19 feet (recorded as North 60°06’44" West, 41.21 feet) 42.57 feet (recorded as 42.59 feet); thence North 34°43’23" West 120.73 feet (recorded as North 34°41’38" West 120.66 feet); thence North 46°03’23" West 190.60 feet (recorded as North 46°02’53" West 190.56 feet) to the P.C. of a curve to the left; thence along said curve (R = 70.00 feet, Delta = 63°52’04", (recorded as 63°49’58"), Long Chord = North 77°59’35" West, 74.05 feet (recorded as North 77°57’52" West, 74.02 feet) 78.03 feet (recorded as 77.99 feet); Thence South 70°04’14" West, 55.71 feet (recorded as South 70°07’09" West, 55.67 feet) to the P.C. of a curve to the left; thence along said curve (R = 87.63 feet, Delta = 72°28’14" (recorded as 72°32’41"), Long Chord = South 33°48’32" West, 103.60 feet (recorded as South 33°50’49" West, 103.69 feet) 110.84 feet (recorded as 110.95 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and to the West Line of "Vincer Woods"; thence continuing along the common boundary line of "Northport Crossing" and "Vincer Woods" and said centerline South 02°25’12" East, 21.35 feet (recorded as South 02°25’32" East, 21.34 feet to the P.C. of a curve to the right, along said curve (R = 420.00 feet, Delta = 09°51’39" (recorded as 09°51’09"), Long Chord = South 02°28’54" West, 72.19 feet (recorded as South 02°11’31" West, 72.13 feet) 72.28 feet (recorded as 72.22 feet to the South Line of "Vincer Woods" and the POINT OF ENDING.

The Northerly sideline of said easement is to shorten at the West line of "Vincer Woods" and the East Line of "Northport Crossing Condominium". The southerly and easterly sideline is to shorten at the southerly line of "Vincer Woods" along a bearing of South 88°42’45" East. The sidelines at State Highway M-22 are to Shorten or Lengthen at the right-of-way for said highway.

Subject to: A 40-foot-wide ingress and egress easement recorded in Liber 343, Page 766 for Northport Height’s and Liber 334, Page 572, for Northport Crossing. Including a relocation for part of said 40-foot-wide easement as recorded in Liber 369, page 358 and Liber 369, Page 360 for Northport Crossing, in First Amendment to the Master Deed.

Subject to: Easement for electrical Facilities in recorded in Liber 334, Page 82 to Consumers Power Company.

Subject to: Covenants and Restrictions for Parcel "C"(present Vincer Woods) recorded in Liber 629, Page 758.

Subject to: Terms and conditions as contained in the Land Division approval by the Village of Northport, Recorded in Liber 629, Page 766. As it pertains to Parcel "C" in said approval.

Subject to: A State of Michigan Highway Easement, Granted in and Recorded in Liber 1187, Page 485.

Further Subject to: A Well Maintenance and Repair Easement, Recorded in Document No. 2023000671. Note, this easement is to be released and replaced by a more particularly described easement to cover the well (75 foot Radius) and the easement for watermain to Northport Crossing Condominium.

DEVELOPER

CHRISTINE C. WOOMER
305 S. SHORE DRIVE
NORTHPORT, MI 49670

PLANTE MORAN TRUST
600 EAST FRONT STREET
TRAVERSE CITY, MI 49686

AS CO-TRUSTEES OF THE
REVERSE QTIP MARITAL
TRUST OF WILLIAM T.
COLLINS JR., TRUST, U/T/D
APRIL 26, 2008

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR’S CERTIFICATION, SHEET 1

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	SURVEY & EASEMENT PLAN
3	SITE, CROSS SECTION & UNIT (FLOOR) PLAN
4	UTILITY PLAN

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

SURVEYOR

JOHN F. KORR JR.
PROFESSIONAL SURVEYOR
LICENSE NO. 4001024600
JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

SURVEYORS CERTIFICATE

I, JOHN F. KORR JR., LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS LEELANAU COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.



JANUARY __, 2025
AS-BUILT DATED

JOHN F. KORR JR.
PROFESSIONAL SURVEYOR
LICENSE NO. 4001024600
JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

SHEET 1
COVER SHEET

JOB NO. 2024.02

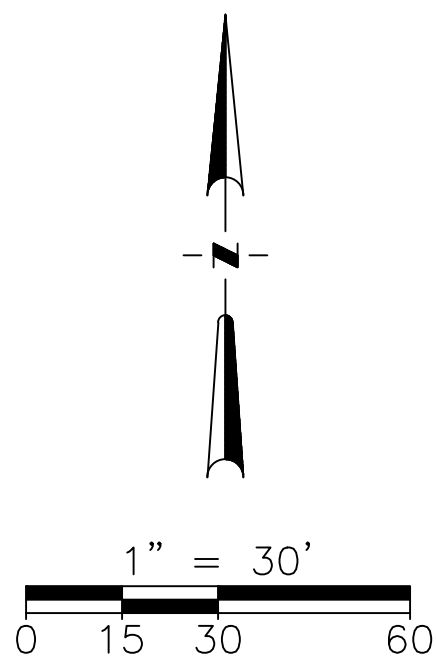
JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	85.54'	67.63'	72°28'14"	S33°48'32"W 79.95'
C2	73.58'	440.00'	9°34'53"	S02°20'32"W 73.49'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S70°04'14"W	16.45'
L2	S2°25'12"E	21.34'

COORDINATE DATA		
POINT #	NORTHING	EASTING
5	5034.1166	2650.4398
6	5025.6824	3102.7179
10	4833.5457	2658.9165
403	4751.5176	3096.2968
404	4761.4186	2655.7903
406	4917.3218	2655.3759
420	4691.5341	3094.8926
421	4692.5257	3082.1889
422	4713.0398	3046.4710
423	4812.2680	2977.7029
424	4944.5380	2840.4634
425	4959.9431	2768.0317
426	4940.9538	2715.6587
427	4854.8755	2658.0150

CO-ORDINATE VALUES TAKEN FROM
NORTHPORT CROSSING
CONDOMINIUM.



BENCHMARKS

DATUM: NGVD29

BM:
NAIL IN SOUTH FACE OF 18" MAPLE, NORTH SIDE
OF VINCER WAY. ±57' NORTH-NORTHEAST OF
WATER WELL & ±17' NORTHEAST OF SANITARY
MANHOLE #30113.
ELEV = 681.55

LEGEND

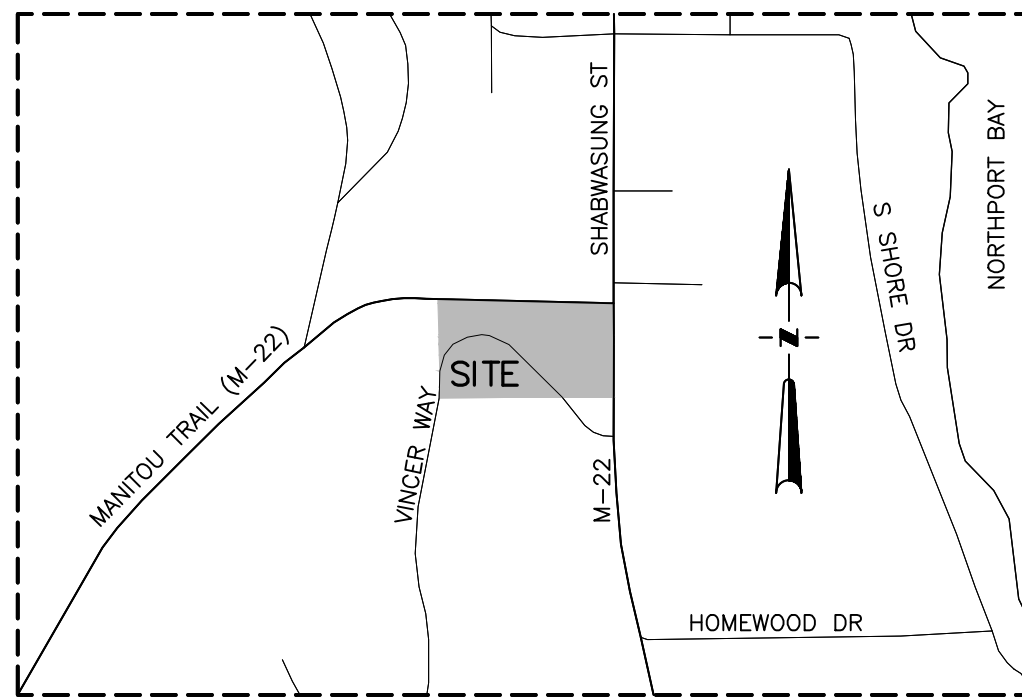
- PROPERTY LINE
- FOUND IRON ROD
- ⊙ FOUND CONCRETE MONUMENT
- ⊙ SET CONCRETE MONUMENT
- SET IRON ROD WITH
CAP 4001024600 IN PAVEMENT
- 100 COORDINATE POINT

BEARING SOURCE

BEARINGS ARE BASED ON THE NORTH
LINE OF NORTHPORT CROSSING
CONDOMINIUM. LIBER 334, PAGE 572
AND LIBER 369, PAGE 360.

VINCER WOODS

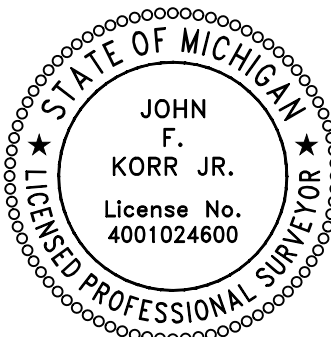
SURVEY & EASEMENT PLAN



LOCATION MAP-NO SCALE

SURVEYOR'S NOTE:

- ALL VINCER WAY RIGHT OF WAY SET IRONS ARE 1/2" x 18" WITH CAP #24600, UNLESS OTHERWISE NOTED.
- PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY POLICY OX-09832727, FILE NO. 15-SB-0133, SCHEDULE B EXCEPTIONS ARE AS FOLLOWS:
 - BUILDING AND USE RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN LIBER 629, PAGE 758, LEELANAU COUNTY RECORDS. AFFECTS THE PROJECT. (NOT PLOTTABLE).
 - TERMS AND CONDITIONS OF DECLARATION OF LAND DIVISION RECORDED IN LIBER 629, PAGE 766, LEELANAU COUNTY RECORDS. AFFECTS THE PROJECT. (NOT PLOTTABLE)
 - EASEMENTS FOR ELECTRIC FACILITIES RECORDED IN LEELANAU COUNTY RECORDS:
 - LIBER 104, PAGE 139 DOES NOT AFFECT THE PROJECT.
 - LIBER 228, PAGE 610 DOES NOT AFFECT THE PROJECT
 - LIBER 334, PAGE 82 AFFECTS THE PROJECT. (PLOTTED)
 - EASEMENT FOR COMMUNICATION LINES RECORDED IN LIBER 241, PAGE 572, LEELANAU COUNTY RECORDS, DOES NOT AFFECT THE PROJECT.
 - EASEMENT FOR INGRESS AND EGRESS RECORDED IN LIBER 369, PAGE 358 AND LIBER 369, PAGE 360, LEELANAU COUNTY RECORDS, AFFECTS THE PROJECT. (PLOTTED-VINCER WAY).
 - EASEMENT FOR INGRESS AND EGRESS RECORDED IN LIBER 629, PAGE 773, LEELANAU COUNTY RECORDS, DOES NOT AFFECT THE PROJECT.
 - HIGHWAY EASEMENT RECORDED IN LIBER 1187, PAGE 485, LEELANAU COUNTY RECORDS, AFFECTS THE PROJECT (PLOTTED)
 - RIGHTS OF CO-OWNERS OF UNITS IN NORTHPORT HEIGHTS CONDOMINIUM RECORDED IN LIBER 343, PAGE 723, LEELANAU COUNTY RECORDS.



JOHN F. KORRR JR.
PROFESSIONAL SURVEYOR
LICENSE NO. 4001024600
JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

NOTES:

- THIS PROJECT IS NOT CONTRACTABLE OR OR EXPANDABLE.
- ENTIRE PROJECT IS WITHIN LOT 69 OF ASSESSOR'S PLAT NO. 1 OF NORTHPORT. LIBER 2, PAGE 43.

JANUARY __, 2025

AS-BUILT DATED

SHEET 2

SURVEY & EASEMENT SHEET

JOB NO. 2024.02

JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

VINCER WOODS

SITE, CROSS SECTION &
UNIT (FLOOR) PLAN

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	100.32'	90.00'	63°52'04"	S77°59'36"E 95.21'
C2	69.45'	107.63'	36°58'15"	N51°33'34"E 68.25'
C4	85.54'	67.63'	72°28'14"	N33°48'32"E 79.95'
C5	73.58'	440.00'	9°34'53"	N02°20'32"E 73.49'
C7	30.40'	50.00'	34°50'02"	N87°29'26"E 29.93'
C8	25.34'	50.00'	29°02'02"	S60°34'32"E 25.07'
C9	50.43'	75.00'	38°31'23"	S39°00'14"E 49.48'
C10	41.28'	32.63'	72°28'14"	N33°48'14"E 38.58'
C11	65.82'	475.00'	7°56'20"	N01°31'15"E 65.76'
C12	23.84'	75.00'	18°12'35"	N65°07'45"E 23.74'
C13	3.15'	125.00'	1°26'39"	N46°46'54"W 3.15'
C19	72.28'	420.00'	9°51'39"	S02°28'54"W 72.19'
C20	14.91'	90.00'	9°29'39"	N74°48'45"E 14.96'
C21	68.96'	75.00'	52°44'45"	S34°26'34"W 66.55'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S1°17'00"W	84.59'
L2	N88°42'45"W	58.75'
L3	N2°25'12"W	21.32'
L4	N70°04'14"E	7.63'
L5	S46°03'23"E	113.18'
L6	S34°43'23"E	13.99'
L7	N88°42'45"W	112.77'
L8	S88°55'54"E	136.94'
L9	S1°20'30"W	143.53'
L10	S88°39'30"E	30.00'
L11	S1°20'29"W	60.71'
L12	N34°43'23"W	74.30'
L13	N46°03'23"W	196.06'
L15	N70°58'34"E	25.03'
L16	N1°17'00"E	77.55'
L17	N2°25'12"W	21.34'

COORDINATE DATA

POINT #	NORTHING	EASTING
5	5034.1166	2650.4398
6	5025.6824	3102.7179
10	4833.5457	2658.9165
403	4751.5176	3096.2968
404	4761.4186	2655.7903
406	4917.3218	2655.3759
407	4959.7529	2708.8328
408	4978.7454	2761.2144
409	4958.9391	2854.3418
410	4825.2913	2993.0107
411	4752.7085	3043.3128
412	4753.8197	2993.8759
413	4799.2447	2962.3950
414	4930.0879	2826.6359
415	4941.1409	2774.8490
416	4922.1547	2722.4846
417	4855.7200	2677.9972
418	4834.4001	2678.8982
419	4760.9667	2675.8948
420	4758.1632	2800.6237

CO-ORDINATE VALUES TAKEN FROM
NORTHPORT CROSSING
CONDOMINIUM.

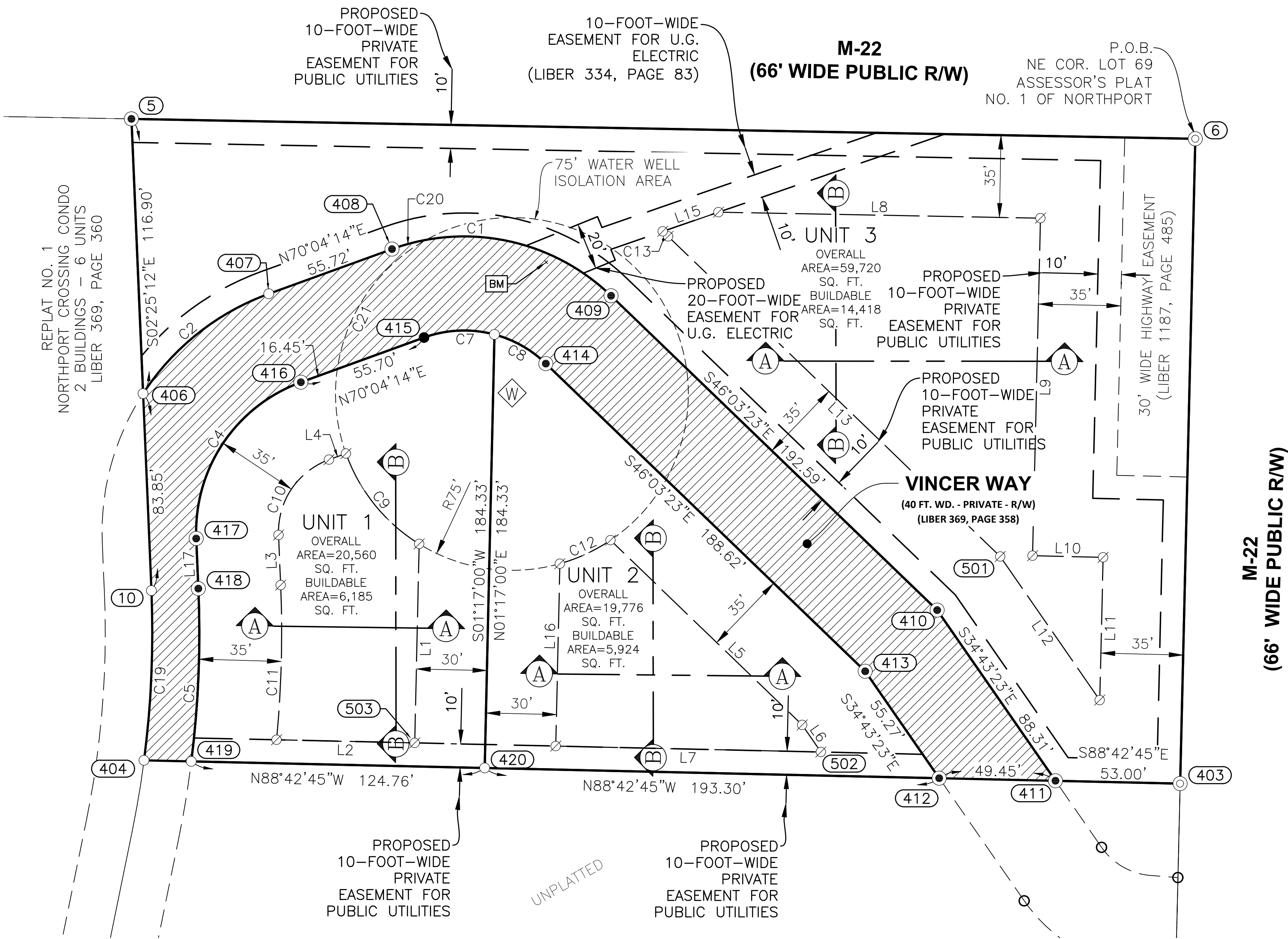
BENCHMARKS

DATUM: NGVD29

BM:
NAIL IN SOUTH FACE OF 18" MAPLE, NORTH SIDE
OF VINCER WAY. ±57' NORTH-NORTHEAST OF
WATER WELL & ±17' NORTHEAST OF SANITARY
MANHOLE #30113.
ELEV = 681.55

LEGEND

- GENERAL COMMON ELEMENT
- COORDINATE POINT
- FOUND IRON ROD
- FOUND CONCRETE MONUMENT
- SET CONCRETE MONUMENT
- SET IRON ROD WITH
CAP 4001024600 IN PAVEMENT
- SET 1/2"x18" REBAR W/ 3/4"
PVC OVER REBAR ABOVE GROUND

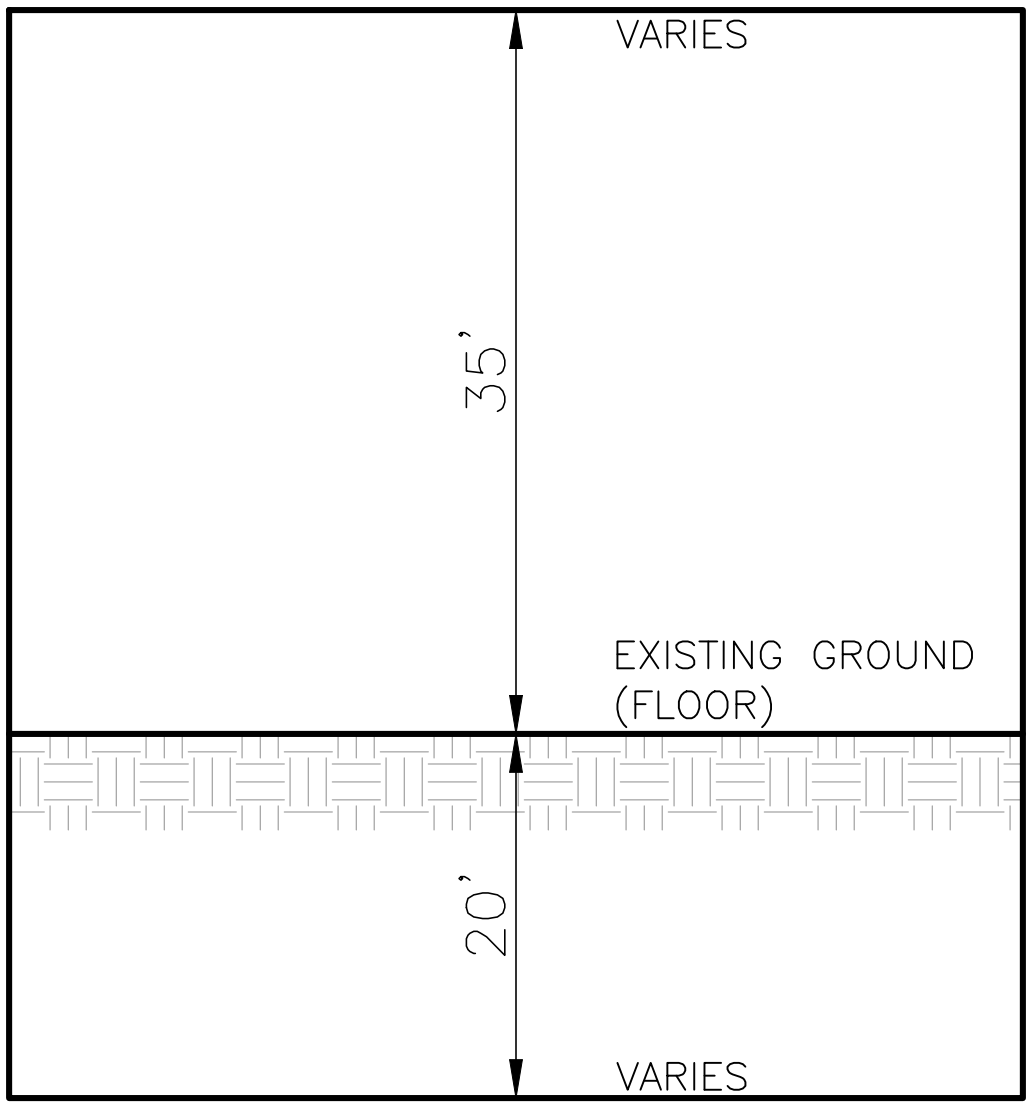


UNIT FLOOR/BASE GROUND ELEVATIONS

UNIT 1 = 692'
UNIT 2 = 672'
UNIT 3 = 650'

CROSS SECTION DISTANCES

	SECTION A-A	SECTION B-B
UNIT 1	57.66'	91.76'
UNIT 2	82.50'	71.02'
UNIT 3	101.87'	79.18'



CROSS SECTION A-A AND
CROSS SECTION B-B
NO SCALE

JANUARY __, 2025

AS-BUILT DATED

SHEET 3

SITE, CROSS SECTION &
UNIT (FLOOR) SHEET



JOHN F. KORRR JR.
PROFESSIONAL SURVEYOR
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3345 BASSWOOD DRIVE
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JOB NO. 2024.02

JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

VINCER WOODS

UTILITY PLAN

EXISTING LEGEND

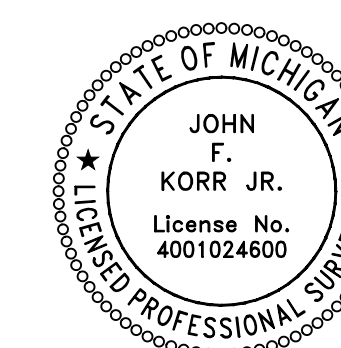
---	UG TELE, TELE PED
---ELEC---	UG ELEC, METER, BOX
---ELEC---	OH ELEC, UTIL POLE, GUY WIRE
---	LIGHT POLE
---	WATER MAIN
---	WATER WELL
---	SANITARY SEWER, MH
●	FOUND IRON ROD
⊙	FOUND CONCRETE MONUMENT
⊙	SET CONCRETE MONUMENT
○	SET IRON ROD WITH CAP 4001024600 IN PAVEMENT

NOTES:

- ALL IMPROVEMENTS SHOWN HEREON NEED NOT BE BUILT.

SOURCE

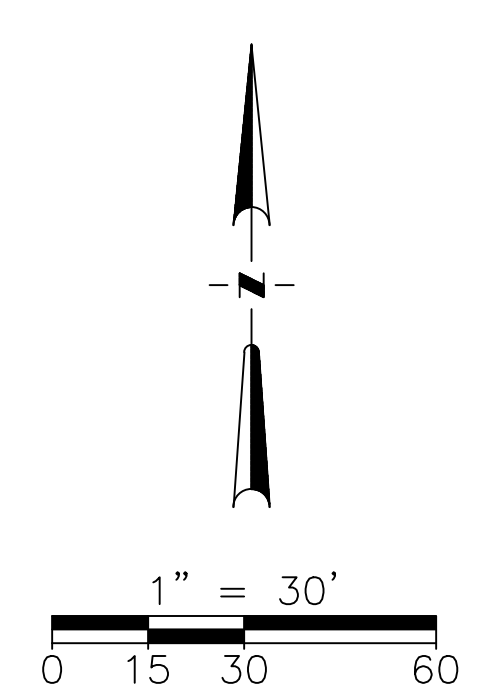
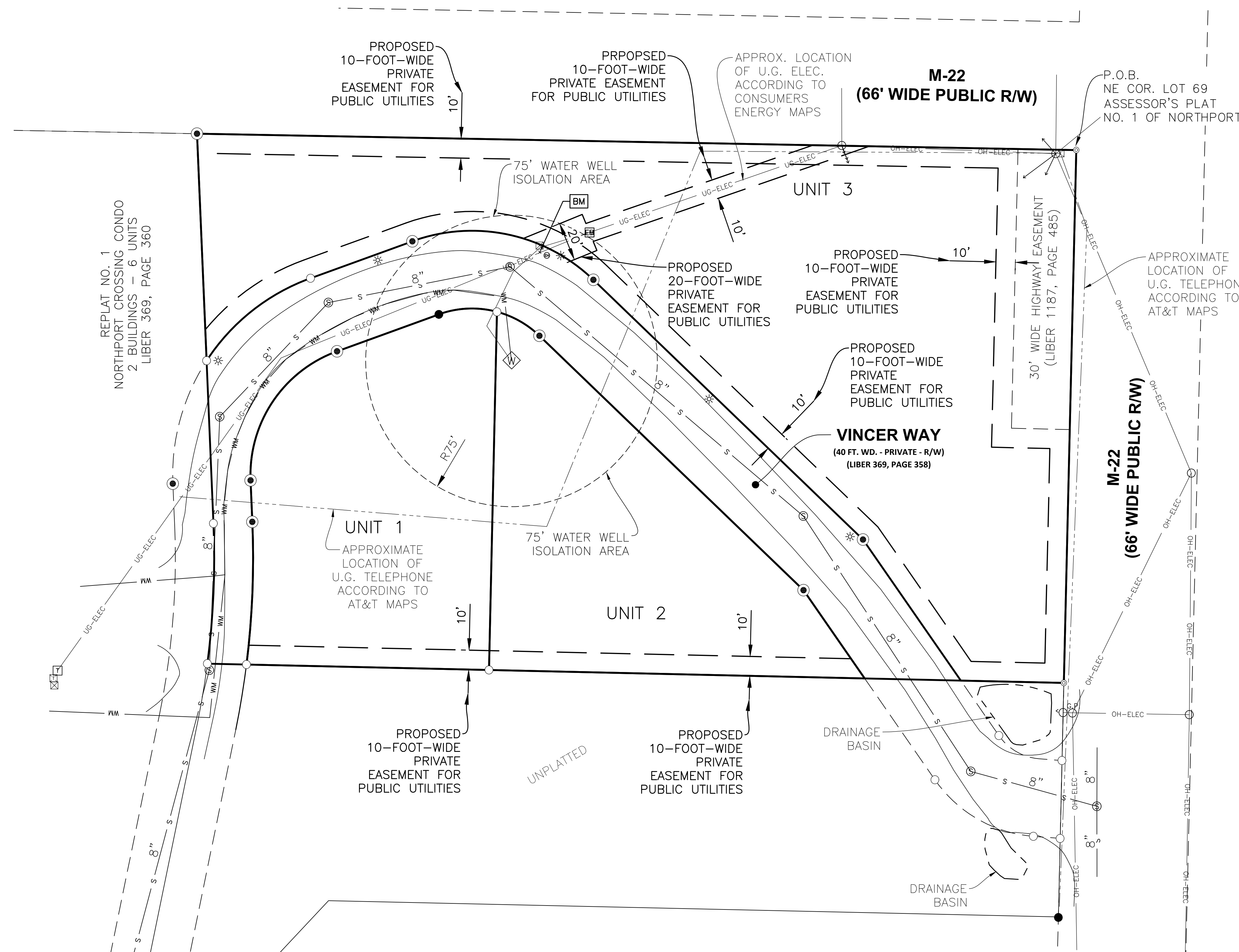
PHONE - AT&T
ELEC. - CONSUMERS ENERGY
GAS - DTE ENERGY
SEWER - VILLAGE OF NORTHPORT
WATER - EASTLING CONSTRUCTION



JOHN F. KORRR JR.
PROFESSIONAL SURVEYOR
LICENSE NO. 4001024600
JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686

JOB NO. 2024.02

JFK LAND SURVEYING CONSULTANT, LLC
3345 BASSWOOD DRIVE
TRAVERSE CITY, MICHIGAN 49686



JANUARY __, 2025

AS-BUILT DATED

SHEET 4
UTILITY SHEET

MASTER DEED OF VINCER WOODS CONDOMINIUM

This Master Deed is signed and delivered on _____, 2024, by **CHRISTINE C. WOOMER** of 305 S. Shore Drive, Northport, Michigan 49670, and **PLANTE MORAN TRUST**, of 600 East Front Street, Suite 300, Traverse City, Michigan 49686, as **CO-TRUSTEES OF THE REVERSE QTIP MARITAL TRUST OF WILLIAM T. COLLINS JR. TRUST, U/T/D APRIL 26, 2008**, (hereinafter the *Developer*), on the terms and conditions set forth below.

SECTION 1 ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as **Vincer Woods Condominium** (the Project), in the Village of Northport, Leelanau County, Michigan, on a parcel of land as described as:

Part of Lot 69 of the assessor's Plat No. 1, in the North ½ of Section 31, T31N, R11W, Village of Northport, Leelanau County, Michigan, more fully described as follows:

BEGINNING at the Northeast corner of Lot 69, "Assessor's Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way line of State Highway M-22; thence South 01°20'30" West 274.24 feet (recorded as South 01°21'00" West and South 01°21'18" West); thence North 88°42'45" West, 440.62 feet (recorded as North 88°43'32" West, 440.11 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and the West Line of "Vincer Woods"; thence along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" and the centerline of a 40 foot wide Ingress and Egress easement, along a curve to the left, said curve (R = 420.00 feet, Delta = 09°51'39" (recorded as 09°51'09"), Long Chord = North 02°28'54" East, 72.19 feet (recorded as North 02°11'31" East, 72.13 feet) 72.28 feet (recorded as 72.22 feet); thence leaving said centerline of easement along a common boundary line for "Northport Crossing Condominium" and "Vincer Woods" North 02°25'12" West, 200.75 feet

(recorded as North 02°25'32" West, 200.70 feet and North 02°26'25" West, 200.84 feet) to the Southerly line of State Road (now M-22); thence along said State Road (now M-22) South 88°55'54" East, 452.36 feet to the POINT OF BEGINNING. Containing 121,369 Square Feet or 2.79 acres of land more or less. Containing 3 units.

Subject to a 40-foot-wide easement as follows:

A 40-foot-wide easement for ingress and egress, and installation and maintenance of public and private utilities across, Part of Lot 69, "Assessor's Plat No. 1 of Northport" (recorded in Liber 2 of Plats, Page 43) in the South one-half of the North one-half of Section 3, Town 31 North, Range 11 West, Village of Northport, Leelanau County, Michigan, said easement lying 20.00 feet each side of and coincident with the following described centerline as follows:

Commencing at the Northeast corner of said Lot 69, said corner being the intersection of the southerly right-of-way of State Road (now M-22) and the westerly right-of-way of State Highway M-22; thence South 01°20'30" West 334.24 feet (recorded as South 01°21'00" West and South 01°21'18" West) along the westerly right-of-way of M-22 to the POINT OF BEGINNING; thence North 85°32'11" West 12.74 feet (recorded as North 85°31'49" West 12.76 feet) to the P.C. of a curve to the right; thence along said curve (R = 48.00 feet, Delta = 50°48'57" (recorded as 50°50'11" West), Long Chord = North 60°07'47" West, 41.19 feet (recorded as North 60°06'44" West, 41.21 feet) 42.57 feet (recorded as 42.59 feet); thence North 34°43'23" West 120.73 feet (recorded as North 34°41'38" West 120.66 feet); thence North 46°03'23" West 190.60 feet (recorded as North 46°02'53" West 190.56 feet) to the P.C. of a curve to the left; thence along said curve (R = 70.00 feet, Delta = 63°52'04", (recorded as 63°49'58"), Long Chord = North 77°59'35" West, 74.05 feet (recorded as North 77°57'52" West, 74.02 feet) 78.03 feet (recorded as 77.99 feet);

Thence South 70°04'14" West, 55.71 feet (recorded as South 70°07'09" West, 55.67 feet) to the P.C. of a curve to the left; thence along said curve (R = 87.63 feet, Delta = 72°28'14" (recorded as 72°32'41"), Long Chord = South 33°48'32" West, 103.60 feet (recorded as South 33°50'49" West, 103.69 feet) 110.84 feet (recorded as 110.95 feet) to the East Line of Northport Crossing Condominium, Leelanau County Condominium Plan No. 38, Original Recording in Liber 334, Pages 535 to 577 and Replat No. 1, As Recorded in Liber 369, Pages 360 to 369 and to the West Line of "Vincer Woods"; thence continuing along the common boundary line of Northport Crossing and Vincer Woods and said centerline South 02°25'12" East, 21.35 feet (recorded as South 02°25'32" East, 21.34 feet) to the P.C. of a curve to the right, along said curve (R = 420.00 feet, Delta = 09°51'39" (recorded as 09°51'09"), Long Chord = South 02°28'54" West, 72.19 feet (recorded as South 02°11'31" West, 72.13 feet) 72.28 feet (recorded as 72.22 feet) to the South Line of "Vincer Woods" and the POINT OF ENDING.

The Northerly sideline of said easement is to shorten at the West line of "Vincer Woods" and the East Line of "Northport Crossing Condominium". The southerly and easterly sideline is to shorten at the southerly line of "Vincer Woods" along a bearing of South

88°42'45" East. The sidelines at State Highway M-22 are to Shorten or Lengthen at the right-of-way for said highway.

Subject to: A 40-foot-wide ingress and egress easement recorded in Liber 343, Page 766 for Northport Height's and Liber 334, Page 572, for Northport Crossing. Including a relocation for part of said 40-foot-wide easement as recorded in Liber 369, page 358 and Liber 369, Page 360 for Northport Crossing, in First Amendment to the Master Deed.

Subject to: Easement for electrical Facilities in recorded in Liber 334, Page 82 to Consumers Power Company.

Subject to: Covenants and Restrictions for Parcel "C" (present Vincer Woods) recorded in Liber 629, Page 758.

Subject to: Terms and conditions as contained in the Land Division approval by the Village of Northport, Recorded in Liber 629, Page 766. As it pertains to Parcel "C" in said approval.

Subject to: A State of Michigan Highway Easement, granted in and Recorded in Liber 1187, Page 485.

Further Subject to: A Well Maintenance and Repair Easement, Recorded in Document No. 2023000671 and the Amended and Restated Well Maintenance and Repair Easement Recorded in Document # _____.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** to establish the real property described above (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 consisting of three (3) units. 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, **Exhibit B**. 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 described on the first page of the attached Subdivision Plan, **Exhibit B** and above in Section 1.

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 **Exhibit B**.

SECTION 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 regarding the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the **Vincer Woods Condominium Association**, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act* or *Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq.
- b. *Association* or *Association of Owners* means **Vincer Woods Condominium Association**, 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 portions of the Project other than the Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.
- e. *Condominium Bylaws* means **Exhibit A** to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* means this Master Deed with its **Exhibits A and B**, 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 **Exhibit B** and Section 1 together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.
- h. *Condominium Subdivision Plan* or *Subdivision Plan* means **Exhibit 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 a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.
- k. *Developer* means **CHRISTINE C. WOOMER and PLANTE MORAN TRUST, as CO-TRUSTEES OF THE REVERSE QTIP MARITAL TRUST OF WILLIAM T. COLLINS JR. TRUST, U/T/D APRIL 26, 2008** whom have signed, delivered, and recorded this Master Deed, and their 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 section 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 section 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. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.
- q. *Project* or *Condominium* means **Vincer Woods Condominium**, a residential site condominium development of **three (3)** Units established under the provisions of the Act.
- r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible 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 referenced in section 1 of this Master Deed (except for that portion of the Property described in section 5.1 constituting a part of a Unit and any portion of the Property designated in **Exhibit B** as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;
- b. **Private Roadway:** the private drive known as Vincer Way, however the roadway is not for the exclusive use of the Unit Owners and it is used by other property owners not owners within the Project. The cost to maintain Vincer Way is shared by all users.
- c. **Project Entrance Improvements:** any entry signage and other improvements located at or near the entrance to the Project and not located within the boundaries of a Unit; and
- d. **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.

The utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems which are depicted on the utility plan which is part of Exhibit A are owned by the local public authorities or by the company that is providing the pertinent service. Accordingly, such utility and telecommunication lines, equipment, and systems are not General Common Elements and Developer makes no warranty with respect to the location, or nature of such utilities.

4.2 Limited Common Elements. The Limited Common Elements are

- a. **Subterranean Land:** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on form B, including all utility and supporting lines located on or beneath that land;
- b. **Subsurface Improvements:** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;
- c. **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;
- d. **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;

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.
- 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 of the appearance of an improvement as 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, and replacement of all Common Elements other than that described above (including the mowing of all lawn areas accessible to large mowing equipment and the snow plowing of all drives and driveways accessible to truck-mounted equipment) shall be the responsibility of the Association, except for repair or replacement 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 regarding 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) will in no event be obligated to repair or maintain any such 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. Unusual common expenses benefitting less than all of the condominium Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the condominium project or by their licensees or invitees, shall be specially assessed against the condominium Unit or Units involved as determined by the Association's Board of Directors. 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 maintenance expenses incurred by the Association attributable acts by a particular Owner or that Owner's agents, guests, contractors or subcontractors shall be reimbursed to the Association and may be assessed by the Association directly to the Owner.

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 regarding 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 (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or 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 nor 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 description 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 description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, **JFK Land Surveying Consultant, LLC** of 3345 Basswood Drive, Traverse City, Michigan 49686 Each Unit shall include all the space within the Unit boundaries as shown on **Exhibit B**, together with all appurtenances to 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 9, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in **Leelanau County**.

SECTION 6

NONEXPANDABILITY OF THE CONDOMINIUM

The Project is not an expandable project under the Act.

SECTION 7

CONTRACTABILITY OF CONDOMINIUM

The Project is not contractable.

SECTION 8

CONVERTIBLE AREAS

8.1 Limits of Conversion. The Project contains no convertible area.

SECTION 9

EASEMENTS

9.1 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 as long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be

reasonable for the installation, maintenance, and repair of all utility services furnished to the Project and for the deposit of snow from the common driveway. 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 opening or 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 against all Owners in accordance with the Condominium Bylaws. Nothing in this language, The cost of any repair for damage caused to the roadway as the result of installation or maintenance of utilities attributable solely to a particular Unit shall be the responsibility of that particular Unit Owner.

9.2 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 it and to and from all or any portion of the land described in section 2 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 that adjoins the Project. 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.

9.3 Easement for Ingress and Egress/Maintenance. Ingress and Egress to and from the Project and the placement of both public and private utilities are afforded through a private easement which is recorded at Liber 369 page 358, Leelanau County Register of Deeds on August 13, 1993. Maintenance of the easement is the responsibility of the Northport Crossing Condominium Association and/or the Northport Heights Condominium Association as set forth in a document entitled Covenants and Restrictions, recorded at Liber 629 pages 758-765, Leelanau County Register of Deeds on December 12, 2002. Under the terms of this agreement each Owner within Vincer Woods Condominium is obligated to pay to the Northport Heights Condominium Association an amount equal to the annual dues assessed by that Association to its members. An Owner failing to pay such assessment is subject to the same restrictions, rules and enforcement rights as members of the Northport Heights Condominium Association, and such Association, under the terms of the December 12, 2002, agreement, is granted all rights of enforcement (for payment of dues) against an Owner which the Association enjoys (has) against its own members.

9.4 Private Well Isolation Zone. There currently exists within the boundaries of the Project a private Type III water well permitted by the Leelanau Benzie Health Department. This well is owned by and provides potable water to the homes in the adjacent Northport Crossings Condominium and requires a seventy-five (75) foot isolation distance. The presence of the well within the boundaries of the Project is afforded by a Well Maintenance and Repair Easement, recorded at Document 2023000671, Leelanau County Register of Deeds on February 17, 2023 and the Amended and Restate Well Maintenance and Repair Easement recorded at Document # _____ Leelanau County Register of Deeds on _____ 2024. The well and

the isolation zone are depicted in the attached **Exhibit B**. No structures, above ground or subsurface, may be placed or constructed within the 75-foot isolation zone.

SECTION 10

AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Pre-Conveyance 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 for Leelanau County.

10.2 Post-Conveyance Amendments. If there is an Owner other than Developer, the 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 (2/3rds) 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 as long as Developer or its successors continue to own and to offer for sale any Unit in the Project. While the Project consists of three (3), two (2) Units shall be considered 2/3rds of all Units.
- c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, 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.
- d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee to achieve specific purposes as provided in MCL 559.190(3). During the Development and Sales Period, this Master Deed and **Exhibits A and B** shall not be amended nor shall provisions be

modified in any way without the written consent of Developer or its successors or assigns.

- e. **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 and mortgagees, in the following manner:

- a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees 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, the property constituting the Condominium 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.
- 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.

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 for Leelanau County.

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

[Remainder of page left intentionally blank]

DRAFT

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20__, by **Christine C. Woomer**, Co-Trustee of the Reverse QTIP Marital Trust of William T. Collins, Jr. Trust, U/T/D April 26, 2008

_____, Notary Public

County, MI
Acting in _____ County, MI
My commission expires: _____

_____, on behalf of **Plante
Moran Trust**, Co-Trustee of the Reverse QTIP
Marital Trust of William T. Collins, Jr. Trust, U/T/D
April 26, 2008

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20__, by
_____ on behalf of **Plante Moran Trust**, Co-Trustee of the Reverse QTIP
Marital Trust of William T. Collins, Jr. Trust, U/T/D April 26, 2008

_____, Notary Public
_____, County, MI
Acting in _____ County, MI
My commission expires: _____

Drafted by:
Robert W. Parker, Esq.
Parker Harvey, PLC
901 S. Garfield Ave., Suite 200
Traverse City, MI 49686
231-929-4878

8.2 Home Occupations. 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.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

- a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.
- b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.
- c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that 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.
- d. **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. 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.

- e. **Signs.** No signs or other advertising devices (other than one professionally made unlit 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.
- f. **Personal Property.** No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit. No patio, deck or balcony shall be used for storage.
- g. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.
- h. **Pets and Animals.** No animals may be kept on any Unit except for one domestic dog, one domestic cat, and two caged birds without the prior 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 Board of Directors 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.
- i. **Recreational Vehicles.** No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or stored on a year-round basis on the Property without the written approval of the Association. Recreational vehicles, boats, or trailers may be parked temporarily within a Unit Owner's defined boundaries for a continuous period not to exceed three (3) days in any given week. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.
- j. **Trees.** Each Unit, as much as practicable, shall remain in its natural state. Units shall not be clear cut. Other than trees which must be removed to accommodate the construction of a home and driveway, trees with a diameter of 12 inches or more shall not be removed without the approval of the Review Committee.
- k. **Recreational Facilities.** No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.
- l. **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

- m. **Exterior Lighting.** No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.
- n. **Solar Panels and Satellite Dishes.** No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.
- o. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.
- p. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions in section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board 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 or 60 percent or more of all Owners.

8.7 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 these Bylaws and to charge the cost to the Association as an