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MASTER DEED

Terrace Point Landing Condominiums

(Act 59, Public Acts of 1978)
as amended

Muskegon County Condominium Subdivision Plan No. 206

- (1) Master Deed establishing Terrace Point Landing Condominiums, a Condominium Project
- (2) Exhibit A to Master Deed: Condominium Bylaws of Terrace Point Landing Condominiums
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Terrace Point Landing Condominiums
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

No interest in real estate being conveyed by this Master Deed, no revenue stamps are required.

DRAFTED BY AND AFTER RECORDING RETURN TO:

David W. Charron
Charron Law
5020 E. Beltline Avenue, NE, Suite 201B
Grand Rapids, MI 49525

Muskegon, Mich: September 20 18
"I hereby certify that there are no tax liens or titles held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office."
No. 1 [Signature] Co. None

MASTER DEED

Terrace Point Landing Condominiums

THIS MASTER DEED is made and executed on this 13th day of September, 2018, by Terrace Point Landing, LLC, a Michigan limited liability company whose principal office is located at 75 W. Walton, Suite A, Muskegon, MI 49440-1330 ("Developer").

RECITALS

A. The Developer is engaged in the development of a residential condominium project, to be known as Terrace Point Landing Condominiums ("Project"), pursuant to development plans approved by the City of Muskegon, Muskegon County, Michigan, on a parcel of land described in Section 2.1 of this Master Deed;

B. The Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Section 2.1, together with the improvements (and all appurtenances) located and to be located on such property, as a condominium project under the provisions of the Michigan Condominium Act, as amended ("Act"); and

C. Upon the recording of this Master Deed, Terrace Point Landing Condominiums shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators, and assigns.

PROVISIONS

In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I NATURE OF PROJECT

1.1 Project Description. The Project is a residential condominium which initially consists of sixteen (16) residential units ("Units"). The numbers, boundaries, dimensions, and areas of the Units are set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by reason of having its



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own entrance from and exit to a Common Element of the Project. The number of Units in the Project may be increased to include no more than one hundred (100) condominium units, or decreased to not less than two (2) units, by the exercise of the Developer's reserved rights under Article VII of this Master Deed.

1.2 Exclusive Right. Each Co-owner in the Project shall have a particular and exclusive property right to his or her Unit and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided interest in, and an inseparable right to share with other Co-owners, the General Common Elements of the Project as described in this Master Deed.

ARTICLE II LEGAL DESCRIPTION

2.1 The Land. The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in the City of Muskegon, Muskegon County, Michigan, and legally described as follows:

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55



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SECONDS EAST 264.94 FEET FOR THE POINT OF BEGINNING (P.O.B. "D"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 105.49 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 485.54 FEET; THENCE NORTHERLY 16.64 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 41 MINUTES 16 SECONDS EAST 16.61 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 22 SECONDS EAST 10.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 97.35 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 504.95 FEET TO THE POINT OF BEGINNING. CONTAINS 1.22± ACRES (53,224± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 17 DEGREES 19 MINUTES 40 SECONDS WEST 93.73 FEET FOR THE POINT OF BEGINNING (P.O.B. "E"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 108.54 FEET; THENCE NORTHWESTERLY 52.38 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 41 MINUTES 30 SECONDS WEST 51.05 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 68.57 FEET; THENCE NORTHWESTERLY 32.08 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 26 DEGREES 13 MINUTES 06 SECONDS WEST 31.95 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 35 SECONDS EAST 11.16 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 87.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 81.70 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 73.39 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 149.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 111.99 FEET TO THE POINT OF BEGINNING. CONTAINS 0.62± ACRES (26,807± SQ. FT.)

ALSO, RECOMMENCE AT POINT "H"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 8.00 FEET FOR THE POINT OF BEGINNING (P.O.B. "F"); THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 100.00 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 216.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 108.21 FEET; THENCE



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NORTH 07 DEGREES 59 MINUTES 49 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 6.61 FEET; THENCE SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 57 MINUTES 36 SECONDS EAST 21.87 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 196.65 FEET; THENCE SOUTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 34 MINUTES 05 SECONDS EAST 24.04 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 299.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.01± ACRES (44,063± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.58 FEET FOR THE POINT OF BEGINNING (P.O.B. "G"); THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET; THENCE WESTERLY 13.53 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 45 MINUTES 46 SECONDS WEST 13.51 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 47 DEGREES 19 MINUTES 10 SECONDS EAST 0.67 FEET; THENCE SOUTHERLY 13.37 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 38 MINUTES 58 SECONDS EAST 13.30 FEET; THENCE SOUTH 17 DEGREES 17 MINUTES 45 SECONDS EAST 68.57 FEET; THENCE SOUTHEASTERLY 103.97 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 41 MINUTES 30 SECONDS EAST 101.35 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 88.51 FEET TO THE POINT OF BEGINNING. CONTAINS 0.26± ACRES (11,480± SQ. FT.) PLEASE SEE PARCEL CERTIFICATION PAGE ON 5.1

Parcel #61

2.2 Other Interests. The property submitted to condominium ownership by this Master Deed and by any future amendment to this Master Deed is subject to local zoning, building and use ordinances, to easements, restrictions and agreements of record, to the rights of the public, and of any governmental unit in any part of the property taken, used, or deeded for street or highway uses.



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PARCEL CERTIFICATION PAGE

61-24-793-000-0000-00
PART OF
PART OF

61-24-793-000-0029-00

61-24-793-000-0030-00

61-24-793-000-0031-00

61-24-793-000-0032-00

61-24-793-000-0033-00

61-24-793-000-0034-00

61-24-793-000-0035-00

61-24-793-000-0036-00

61-24-793-000-0037-00

61-24-793-000-0038-00

61-24-793-000-0039-00

61-24-793-000-0040-00

61-24-793-000-0041-00

61-24-793-000-0042-00

61-24-793-000-0043-00

61-24-793-000-0044-00

61-24-793-000-0045-00

61-24-793-000-0046-00

61-24-793-000-0047-00

61-24-793-000-0048-00

61-24-793-000-0049-00

61-24-793-000-0050-00

61-24-793-000-0051-00

61-24-793-000-0052-00

61-24-793-000-0053-00

61-24-793-000-0054-00

61-24-793-000-0063-00

61-24-793-000-0064-00

61-24-793-000-0065-00

61-24-793-000-0066-00

61-24-793-000-0067-00

61-24-793-000-0068-00

61-24-793-000-0069-00

61-24-793-000-0070-00



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ARTICLE III DEFINITIONS

3.1 Definitions. Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Terrace Point Landing Condominiums as a condominium project. As used in such documents, unless the context otherwise requires:

a. "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

b. "Arbitration Association" means the American Arbitration Association or its successor.

c. "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. The entity created by the Developer for this purpose is identified as Terrace Point Landing Condominium Association, a Michigan non-profit corporation. Any action required of or permitted to the Association shall be exercisable by its Board of Directors ("Board of Directors" or "Board") unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

d. "Association Bylaws" means the corporate bylaws of the Association.

e. "Common Elements," where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV of this Master Deed.

f. "Condominium Bylaws" means Exhibit A to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners with respect to the Project.

g. "Condominium Documents" means and includes this Master Deed and all of its exhibits, the Articles of Incorporation, and Bylaws of the Association, the Rules and Regulations of the Association, and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Condominium.



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h. "Condominium Subdivision Plan," "Subdivision Plan" or "Plan" means Exhibit B to this Master Deed, which is the set of the site, survey, floor plans, and other drawings depicting the real property and existing and proposed improvements to be included in the Project.

i. "Condominium Unit" or "Unit" means that portion of the Project which is designed and intended for separate ownership and use by a Co-owner, as described in this Master Deed.

j. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Terrace Point Landing Condominiums as a completed Project, and shall reflect all Units added to the Project from time to time or taken from the Project and all Common Elements, and shall express a percentage of value pertinent to each Unit as finally readjusted. When recorded in the office of the Muskegon County Register of Deeds, the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed.

k. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of those entities who or which owns a Condominium Unit in the Project, including the vendee of any executory land contract. A land contract vendor and vendee shall be jointly and severally liable for the payment of condominium assessments to the Association and for no other purposes under the Condominium Documents. The term "Owner", wherever used, shall be synonymous with the term "Co-owner."

l. "Developer" means Terrace Point Landing, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

m. "Development and Sales Period," for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of the Master Deed and shall be deemed to continue for as long as the Developer continues to own or offer for sale any Unit in the Project, or for as long as the Developer owns any possible future development area which may be added to the Project without the Developer's having to obtain the consent of any Co-owner or the Association.



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n. "Electronic Transmission" means any form of communication that meets all of the following: (a) it does not directly involve the physical transmission of paper; (b) it creates a record that may be retained and retrieved by the recipient; and (c) it may be directly reproduced in paper form by the recipient through an automated process. To the extent the definition of "electronic transmission" is modified or expanded under Section 106 of the Michigan Non-profit Corporation Act, or a successor provision, the definition utilized in this Consolidating Master Deed shall be similarly modified or expanded. An "electronic transmission" is a writing for all purposes of the condominium documents."

o. "General Common Elements" means those Common Elements of the Project described in Section 4.1 of this Master Deed which are for the use and enjoyment of all Co-owners of the Project.

p. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 of this Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified Unit or Units.

q. "Master Deed" means this document, together with the exhibits attached to it and all amendments to this document which may be adopted in the future.

r. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner's undivided interest in the Common Elements of the Project.

s. "Project" or "Condominium" means Terrace Point Landing Condominiums, a residential condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on the land, and all easements, appurtenances, and other rights belonging to Terrace Point Landing Condominiums.

t. "City" or "Muskegon" means the City of Muskegon, or its successor. When approval or other action of the City is required by the Condominium Documents, the approval or action shall be by the governing body of the City or by a committee, commission, or person designated by the governing body.

u. "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



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that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Gender and Number. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate.

ARTICLE IV **COMMON ELEMENTS**

4.1 General Common Elements. The General Common Elements are:

a. **Land.** The land (including air space) described in Section 2.1 of this Master Deed (except for any portion of land designated in Exhibit B as a Limited Common Element, if any), all as designated on the Plan. The General Common Elements also include easement interests for the benefit of the Condominium Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under and across the Units and/or Common Elements and/or areas located outside of the Project;

b. **Wiring Networks.** The electrical, telephone, cable television, and other telecommunications and service wiring networks throughout the Common Elements of the Project (including those contained within common walls, floors and ceilings) up to, but not including, the point of intersection with a Unit perimeter wall;

c. **Plantings.** The lawns, trees, shrubs, and other plantings located within the Common Elements of the Project, and any common irrigation network, if any;

d. **Gas.** The gas distribution system, if any, throughout the Common Elements of the Project (including those contained within the common walls, floors, and ceilings) up to, but not including, the point of intersection with a Unit perimeter wall;

e. **Access.** The private roadways and trails, if any, of the Project, and any sidewalks which do not lead to specific Unit(s), all traffic signs, gates, fencing, and other equipment used in association with such means of access;



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f. **Stormwater Drainage System.** The stormwater drainage system within the Project, including drainage ditches, culverts, pipes, and stormwater detention ponds or retaining basins associated with the system;

g. **Entry Improvements.** The entry signage and other improvements, if any, located at or near the entry or entries to the Project;

h. **Recreational Areas.** The recreational areas and open space, if any, designated on the Condominium Subdivision Plan for common use, and any equipment or structures associated with the recreational areas.

i. **Water.** The underground sprinkling system, including wells, pumps and/or treatment systems, if any, and any public or private water distribution system throughout the Common Elements of the Project (including those contained within common walls, floors, and ceilings) and water meters and sub-meters, up to, but not including, the point of intersection with a Unit perimeter wall;

j. **Sanitary Sewer.** Any sanitary sewer system throughout the Common Elements of the Project (including those contained within common walls, floors, and ceilings), up to, but not including, the point of intersection with a Unit perimeter wall;

k. **Roof Coverings and Siding.** The roof coverings such as felt paper and shingles (or the equivalent) and the exterior siding of buildings, but not the exterior wall sheathing, the roof sheathing, nor the load bearing beams, columns, walls or roof trusses of buildings;

l. **Retaining Walls.** The concrete, block, boulder, and/or wood retaining walls, if any, in the Project;

m. **Common Lighting.** Any system of lighting intended to illuminate the common access paths for the Project, if any;

n. **Miscellaneous.** All other Common Elements of the Project which are not designated as Limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility systems and/or cable television lines (including any lift station, mechanical building, mains, and services leads) and/or equipment may be owned by a governmental entity, public authority, or utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or cable television lines,



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systems, and equipment shall be General Common Elements only to the extent of the Co-owners' or the Association's interest, if any, in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

a. **Cable and Utility Service Lines.** The pipes, ducts, wiring, cable, meter and conduits supplying service for electricity, gas, water, sewage, television, and/or other utility or telecommunication services to a single Unit, and any devices situated exclusively within a Unit;

b. **Garage.** The area designated on the Plan as a garage, including the cement floor and footings, all walls and ceilings, all drywall, and all coverings for walls, floors or the ceiling;

c. **Doors, Windows and Sliders.** The doors, garage door(s), garage door hardware, automatic garage opening mechanism, and the windows (including skylights), sliders and/or screens located within or adjacent to any Unit perimeter wall or ceiling, garage or to any three- or four- season porch perimeter wall or ceiling which are appurtenant to the Unit they service. The foregoing terms include all materials utilized to fill the fenestration (opening in the structure), such as casements, sashes, transparent material, glazing, pivots, transoms, muntins, sills, frames, millwork and trim and any materials used to attach the materials to the building or to seal, insulate or caulk the fenestration;

d. **Decks, Patios and Porches.** Each deck, concrete patio, front or back porch (and the interior of any enclosed three- or four-season porch, which porch shall be a Limited Common Element appurtenant to the Unit to which it is attached) and/or stoop appurtenant to a Unit or specific Units;

e. **Driveways, Sidewalks, Stairways and Paths, and Lighting.** The driveway leading to the garage, the sidewalk and/or ramp leading to the porch, any side yard walk or garage lighting or electrical fixture, which is appurtenant to the Unit(s) it services; any exterior stairway, railing or path or similar area depicted on the Plan as being appurtenant to less than all Units;

f. **Parking Areas.** Any parking areas which may be designated on the Plan for use by less than all of the Co-owners;

g. **Heating and Cooling Appliances; Fans.** The fireplace combustion chamber and flue and the separate furnace, water heater, humidifier, air conditioner and/or compressor, and all ceiling or wall exhaust fan(s) located within



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or adjacent to a Unit or cluster of Units and serving only that Unit or cluster of Units;

h. **Building Elements.** The footings, vapor barrier, cement slab foundations, cement floors and walls, load bearing walls and beams, columns, roof sheathing and trusses, and the perimeter walls which enclose a Unit, as shown on Exhibit B, all of which are appurtenant to the Unit they serve. All drywall, ceiling materials and subfloors, exterior sheathing (but not roof covering such as shingles or felt paper or exterior siding) attached to the floors, walls and ceilings are included. The load bearing wall located between the Units is appurtenant to both units of the building.

i. **Three- or Four-Season Porches.** The foundations or cement slabs, pads, perimeter walls (including doors and windows), ceilings, and floors of any three- or four-season porch;

j. **Attic Spaces.** The attic space, and the attic portions of any garage, or other building area not otherwise designated as a Unit or General Common Element on the Condominium Subdivision Plan; and

k. **Interior Unit Surfaces.** The interior demising and perimeter walls, ceilings and floors located within a Condominium Unit, including without limitation, all drywall, tap, mud, paint, wallpaper, trim, carpeting, tile, or other decorative coverings for ceiling, wall or floor surfaces;

l. **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed.

If no specific assignment of all of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, maintenance, decoration, repair, and replacement of the Common Elements shall be as follows:

a. **Limited Common Elements.** Each Co-owner shall be individually responsible for the decoration, maintenance (including cleaning and snow



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removal), repair, and replacement of all Limited Common Elements appurtenant to his or her Unit, except that the Association shall be responsible for the snow removal of driveways (except the two (2) feet closest to the garage, which shall be the responsibility of the Co-owner of the Unit to which the driveway is appurtenant).

b. **Unit Improvements.** If any Unit Owner shall elect to construct or install any improvement to the interior of his or her Unit, or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit, which increases the costs of cleaning, decoration, maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units. This includes, without limitation, any three- or four-season porches which may be constructed by a party other than the Developer.

c. **Foundations.** The cost of repairing, maintaining and/or replacing (including waterproofing and/or vapor/radon gas proofing measures) the basement foundation wall, floor, footings or tiles of a Unit shall be borne by the Co-owner of the Unit(s) appurtenant to such improvements. The cost of cleaning, repairing, maintaining, restoring or replacing any personal property, carpeting, flooring, walls, wall coverings, fixtures or improvements located within the lower level of the Unit and damaged by water shall be borne exclusively by the Co-owner of the Unit, regardless of the cause of the loss. Each Co-owner is encouraged to obtain property and casualty insurance to protect against this risk.

d. **Association Oversight.** While it is intended that each Co-owner will be solely responsible for the performance and cost of the decoration, maintenance, repair, renovating, restoration, and replacement of certain of the aforementioned items, it is nevertheless a matter of concern that a Co-owner may fail to do so in a proper manner and in accordance with the standards set forth by the Association. In the event a Co-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, renovate, restore, replace, or otherwise maintain his or her Unit or any improvement or appurtenance located in the Unit or any Limited Common Element appurtenant to the Unit, the Association (and/or the Developer during the Development and Sales Period), shall have the right, but not the obligation, to undertake such obligation of the Co-owner. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association (or the Developer) in performing any responsibilities which are required in the first instance to be borne by a Co-



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owner shall be specially assessed to the affected Unit(s) and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

e. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements other than as described above shall be the responsibility of the Association. To the extent that any governmental entity, public authority, utility company, or other service provider does not properly maintain, repair, or replace any equipment or other property located within the Project and which services the Project, the Association may do so.

f. **Co-owner Neglect.** Notwithstanding any provision in this Section 4.3 to the contrary, to the extent that cleaning, other maintenance, repair, or replacement of any Common Element is needed due to the act or neglect of a Co-owner or his or her agent, invitee, family member or pet, such Co-owner shall be liable for such costs.

4.4 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance, all Co-owners, mortgagees, and other interested parties shall be deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests in, and/or to convey title to, the land and/or improvements constituting the General Common Elements, or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.5 Assignment and Reassignment. A Limited Common Element may be assigned and reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed (re)assigning



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all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval of the amendment. If any directly affected Co-owner objects in writing to a proposed (re)assignment of a Limited Common Element, the Limited Common Element shall not be (re)assigned.

4.6 No Separation. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit nor a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or appurtenant Common Elements.

ARTICLE V DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Driesenga & Associates, Inc. Each Unit shall include the airspace located within Unit boundaries from the sub-floor to the drywall surfaces of the walls and ceilings, including all paint, wallpaper, carpeting, tile, or other decorative ceiling surface, coverings, flooring or trim situated therein.

5.2 Percentage of Value. The total value of the Project is one hundred (100), and the percentage of such value assigned to each of the Condominium Units of the Project shall be equal. The determination that Percentages of Value for all Units shall be equal was made after reviewing the comparative characteristics of each Unit and the allocable expenses of maintenance for each Unit and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. Except as otherwise provided in this Master Deed, such Percentages of Value shall be changed only in the manner provided by Article IX expressed in an amendment to the Master Deed, duly executed and recorded.

5.3 Unit Modification. The number, style, size, and/or location of Units or of any Limited Common Element may be modified from time to time, in the Developer's sole discretion, by amendment effected solely by the Developer without the consent of any Co-owner, mortgagee, or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of



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the Co-owner or purchaser and the mortgagee of such Unit. The Developer's (and, with the prior written approval of the Developer prior to the Transitional Control Date and of the Association thereafter, a Co-owner's) enclosing of a Limited Common Element deck or patio or otherwise creating a three- or four-season porch as part of a Unit shall not be deemed to be a modification which unreasonably impairs or diminishes the appearance of the Project or the view, privacy, or other significant attribute or amenity of any other Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentage of Value for the Project. Unless prior written approval has been obtained from the title insurance company issuing policies to purchasers of Units, no Unit modified in accordance with this Section 5.3 shall be conveyed until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendments and to have granted a power of attorney to the Developer for such purpose which is similar in nature and effect to the power of attorney described in Section 4.4 of this Master Deed.

ARTICLE VI EASEMENTS

6.1 Maintenance of Encroachments. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or the Developer) may from time to time be responsible or for which it may elect to assume responsibility.

6.2 Utility Easements. The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under, and across those portions of the Project designated on the Condominium Subdivision Plan as private or public roadways or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company and/or service provider engaged in supplying one or more utility services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining, and removing all and every type of line, pipe, or main with all necessary equipment and appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-



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public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement, or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing, or otherwise working on any Common Element of the Project to install, repair, maintain, improve, or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.

6.3 Storm Water Management. The Developer grants and reserves for the benefit of itself, the Association, and the Co-owners of the Project, and their successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described in Section 2.1 of this Master Deed, and appurtenant to any land adjacent to the Project which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including, or any other permanent structure that may interfere with storm water drainage. The Developer (and the Association after the Development and Sales Period) shall have the right to determine if any obstruction exists and to determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair, and replacement of the drainage system located within the Project, and all costs incurred in connection shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that if the maintenance, repair, or replacement is caused by any action or inaction of a Co-owner or the family member, guest, pet, invitee, or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association, for such costs).

6.4 Ingress and Egress. The Developer reserves a perpetual easement appurtenant for utility and pedestrian and vehicular ingress and egress purposes over, across, under and through those portions of the land designated on the Condominium Subdivision Plan as private roadways or utility easements, to show Units and the Project to prospective purchasers, tenants, and invitees. This easement may be used by the Developer and by the guests and invitees of the Developer.

6.5 Dedication of Roadways and Conveyance of Utilities. The Developer reserves the right and power to convey and dedicate additional common element areas



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within the Project to the public for all public road and sidewalk purposes. Any dedication shall be subject to approval of the City in accordance with the City's procedures for granting such approval. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by the City or the Muskegon County Road Commission. The Developer also reserves the right to grant specific easements for utilities over, under, and across the Project to appropriate governmental agencies and/or public utility companies and to transfer title of utilities to governmental agencies, utility companies, and/or other third parties. Private rights of the Developer, Co-owners, mortgagees, and Association in any road right-of-way or utility, conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate public road agency for public road purposes, or to the appropriate utility company or governmental agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the office of the Muskegon County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such dedication or conveyance, and to any amendment or amendments to effectuate the dedication or conveyance.

6.6 Right to Grant Future Easements. The Developer reserves the right, for a period of twenty-five (25) years, commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements over, under, and across the Common Elements of the Project for the benefit of all lands adjoining or proximate to the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed, and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, replace, and enlarge all utility mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer, and storm mains, and any drainage areas and retention ponds, and perpetual non-exclusive easements to use the roadways of the Project for ingress and egress. Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person, and shall be evidenced by an appropriate written instrument recorded with the Muskegon County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed as may be required to effectuate the foregoing grants of easement. In the event the Developer utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities as outlined above, the Developer agrees to pay a proportionate share of the maintenance, repair, and replacement of any such utilities, sharing the cost of same with the Association, based upon the ratio of the relative use of the utilities by the Developer



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and the members of the Association as determined by a professional engineer chosen by the Developer and the Association (or if the parties don't appoint an engineer, by an engineer appointed by a court of competent jurisdiction). The Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 6.7.

6.7 Grant of Easements by Association.

a. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through, and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate, including, without limitation, contracts for sharing of any installation of periodic subscriber services for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services; subject, however, to the consent of the Developer so long as the Development and Sales Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by the Developer.

b. Except as may be provided to the contrary in this Master Deed, no easement created under the Condominium Documents may be modified, nor may any of the obligations with respect to the easement be varied, without the consent of each person directly benefitted by the easement.

c. Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water, and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project.



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6.8 Power of Attorney. The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney-in-fact for each Co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VI.

ARTICLE VII **CONTRACTION AND CONVERSION OF PROJECT**

7.1 Contraction. The Developer reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed for the Project, to contract the Project by withdrawal of all or any portion of the lands described from time to time in Section 2.1 by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee, or other person, provided that no Unit which has been sold or which is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser, and/or mortgagee of such Unit. Other than as provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.2 Addition after Contraction. The Developer reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording of this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

7.3 Conversion. The Developer reserves the right, to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the Project, to convert any General Common Element into one or more additional Condominium Units and/or into Limited Common Element(s) appurtenant to one or more Units, by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee, or other person. The Developer reserves the right, on behalf of the Association, after the Development and Sales Period and after the expiration of the period described under Section 12.1 below, to convert General Common Elements into Limited Common Elements(s) and, in the event there is a complete loss of a Unit due to a property or casualty loss, and the Unit is not restored after a loss event, to convert the Unit into a general common element with the consent of the affected Unit owner and Unit mortgagee(s). All exercises of the conversion rights described in this Section 7.3 shall be reflected by an appropriate amendment(s) to the Master Deed. In connection with exercise of such reserved rights, the Developer or the Association, as the case may be,



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shall also have the right with the consent of the affected Co-owner, to relocate the boundaries of a Unit and to convert any Unit or Limited Common Element area into a General Common Element. Notwithstanding the foregoing, no exercise of the Developer's rights under this paragraph shall result in a Project which has more than one hundred (100) units.

7.4 Expansion. The Developer reserves the right to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the Project, to add to the Project, by an amendment or series of amendments to this Master Deed, all or any portion of the lands described in this Section 7.4 (as the same may be amended), without the consent of any Co-owner, mortgagee, or other person. Other than as set forth in this Master Deed, no restriction or limitation on the election exists as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and assignment of limited common elements. All added land shall be dedicated exclusively to residential and appurtenant uses. Notwithstanding the foregoing, no exercise of the Developer's rights under this paragraph shall result in a Project which has more than one hundred (100) units. The Developer reserves the right to create easements within the Project for the benefit of the Possible Future Development Area described below. At the conclusion of all such expansion (if any), a Consolidating Master Deed shall be prepared and recorded by the Developer in accordance with the provisions of the Act.

The Future Development Area is described as follows:

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 1
THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE
CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS
RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY
RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY
HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF
SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY
LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF
BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE
CENTERLINE OF VACATED WATER STREET, SAID POINT BEING
NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET
FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID
PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET
EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST
381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF
SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48



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FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE NORTH 81 DEGREES 21 MINUTES 07 SECONDS WEST 93.08 FEET; THENCE WESTERLY 76.62 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 82 DEGREES 08 MINUTES 37 SECONDS WEST 75.57 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 19.95 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 61 DEGREES 20 MINUTES 34 SECONDS WEST 19.93 FEET; THENCE NORTH 32 DEGREES 57 MINUTES 13 SECONDS WEST 25.00 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 54.99 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE, NORTH 62 DEGREES 38 MINUTES 50 SECONDS EAST 87.06 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE SOUTH 06 DEGREES 58 MINUTES 48 SECONDS WEST 51.17 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 39 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE



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INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF MUSKEGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 0.20± ACRES (8,679± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 2
THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET FOR THE POINT OF BEGINNING;



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THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 108.21 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 216.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 8.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 149.41 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 73.39 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 81.70 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 17.68 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 52 SECONDS EAST 93.58 FEET; THENCE NORTH 77 DEGREES 50 MINUTES 05 SECONDS EAST 69.69 FEET TO THE POINT OF BEGINNING. CONTAINS 0.59± ACRES (25,712± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 3 THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM FOR THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 98.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 125.20 FEET ALONG THE ARC OF A 75.00 FOOT



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RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 46 MINUTES 30 SECONDS EAST 111.16 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 61.66 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 106.63 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 198.94 FEET TO THE POINT OF BEGINNING. CONTAINS 0.39± ACRES (17,073± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 4 THAT PART OF LOT 5, BLOCK 558 AND THAT PART OF LOT 10 BLOCK 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCE AT INTERSECTION OF NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557, EXTENDED TO CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET ALONG NORTHEASTERLY LINE OF TERRACE STREET; THENCE WESTERLY ALONG THE NORTH LINE OF TERRACE STREET ALONG A CURVE TO LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 269.86 FEET AND A LONG CHORD OF NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO POINT OF BEGINNING; THENCE CONTINUING ALONG CURVE TO THE LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 207.65 FEET AND A LONG CHORD OF SOUTH 46 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET; THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST 225.08 FEET ALONG NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 517 FEET, AN ARC DISTANCE OF 705.40 FEET AND A LONG CHORD OF NORTH 23 DEGREES 29 MINUTES 25 SECONDS WEST 651.95 FEET; THENCE NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST 187.25 FEET, THENCE EASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75 FEET, AN ARC DISTANCE OF 2.66 FEET AND A LONG CHORD OF NORTH 69 DEGREES 35 MINUTES 56 SECONDS EAST 2.66 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST 632.43 FEET ALONG THE NORTHEASTERLY LINE OF LOT 5 OF SAID BLOCK 558 TO POINT OF BEGINNING.



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EXCEPT THAT PART TAKEN BY THE CITY OF MUSKEGON FOR NON-MOTORIZED VEHICLE AND PEDESTRIAN PATH, AS DESCRIBED IN LIBER 3015, PAGE 633 AND IN LIBER 3029, PAGE 625.

ALSO, EXCEPT THE FOLLOWING DESCRIBED PARCEL

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET, EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET) FOR POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF SAID 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 207.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 39 DEGREES 20 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS SOUTH 46 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET); THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET, 225.07 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE; TO A POINT HEREINAFTER REFERRED TO AS POINT "J"; THENCE CONTINUE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TERRACE POINT DRIVE TO A POINT HEREINAFTER REFERRED TO AS POINT "K"; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 603.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 40.21 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 3 DEGREES 49 MINUTES 14 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 60 DEGREES 45 MINUTES 15 SECONDS WEST 40.20 FEET); SOUTH 38 DEGREES 11 MINUTES 00 SECONDS EAST 44.32



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FEET TO SAID NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 17.03 FEET TO THE ABOVE MENTIONED POINT "K"; THENCE CONTINUE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE ABOVE MENTIONED POINT "J"; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 50.10 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 5 DEGREES 33 MINUTES 10 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 59 DEGREES 48 MINUTES 02 SECONDS WEST 50.09 FEET); THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 302.12 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 143.02 FEET TO SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE, 60.00 FEET TO POINT OF BEGINNING.

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET); THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE THE FOLLOWING TWO COURSES BEING ALONG THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; SOUTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 143.02 FEET; AND SOUTH 26 DEGREES 49 MINUTES 00 WEST



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302.12 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE (VACATED); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 16.12 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 01 DEGREES 47 MINUTES 12 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 56 DEGREES 08 MINUTES 38 SECONDS WEST 16.12 FEET); THENCE THE FOLLOWING TWO COURSES BEING PARALLEL WITH AND 16 FEET NORTHWESTERLY (MEASURED PERPENDICULAR TO) OF THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 303.73 FEET; AND NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 144.27 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 16.17 FEET TO THE POINT OF BEGINNING. CONTAINS 4.21± ACRES (183,231± SQ. FT.)

7.5 Contraction, Conversion or Expansion Not Mandatory. There is no obligation on the part of the Developer to contract, convert or expand the Condominium Project, nor is there any obligation to add or withdraw portions of the Project in any particular order, nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project or shown as Possible Future Development Area as a separate condominium project (or projects) or as any other form of development. There shall be no negative reciprocal easement which arises against any adjacent lands as a result of the creation or operation of this Project.

7.6 Reallocation of Values. The Developer may, in connection with any amendment under this Article, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the number of remaining Units in the Project, based upon the method of original determination of Percentages of Value.

7.7 Consent. All Co-owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the expansion, contraction and conversion rights set forth in this Article, and, subject to the limitations set forth in this Article, the proportionate reallocation of Percentages of Value of remaining Units which the Developer may determine to be necessary in conjunction with the amendment(s). All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendment(s) to the Master Deed and all other Condominium Documents as may be necessary to effectuate the rights set forth in this Article.



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7.8 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to expand, contract or convert as set forth in this Article may also contain such provisions as the Developer may determine necessary or desirable, including, but not limited to, provisions: (i) to create easements burdening or benefitting any portion of the Project affected by the amendment(s); and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting any portion of the Project affected by the amendment(s), as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Project.

ARTICLE VIII UTILITIES

8.1 Designation of Common Utility Carrier. The Association shall have the right to designate the utility carrier(s) who shall furnish gas, electric, local telephone, cable television services and other utilities for the Condominium Project and/or to contract directly with utility providers on behalf of all Units of the Condominium. Any decision made by the Board of Directors of the Association for these purposes shall be binding upon all Co-owners of the Project, and all Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have appointed the Association as their attorney in fact for these purposes.

8.2. Allocation of Cost. The Board of Directors of the Association shall include any utility expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per unit basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors of the Association), in which case it shall be treated as a special expense which shall be specially assessed against each Unit by the Association, based upon such Units' relative utility consumption or selection of utility services. The Association may also determine a base level of utility service which shall be enjoyed by all co-owners, such as for cable television services, and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project; any level of service beyond such basic level, such as premium cable television stations, shall be specially assessed the affected Units who choose the additional service.

ARTICLE IX AMENDMENT AND TERMINATION

9.1 Pre-Conveyance. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B), or, with the consent of any interested mortgagee, unilaterally terminate the Project. All



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documents reflecting such amendment or termination shall be recorded in the office of the Muskegon County Register of Deeds.

9.2 Non-Material Amendments. The Developer reserves the right during the Development and Sales Period to amend the Consolidating Master Deed and other Condominium Documents without the consent of co-owners or mortgagees if the amendment does not materially alter or change the rights of a co-owner or mortgagee. This is presumed to include, without limitation, changes:

- (1) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction, or any similar errors in the Consolidating Master Deed, or to correct errors in the boundaries or locations of improvements;
- (2) To clarify or explain the provisions of the Master Deed, to record a Consolidating Master Deed or to restate the Master Deed and incorporate prior amendments;
- (3) To comply with the Act, or rules promulgated under the Act, fair housing laws, or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;
- (4) To make, define or limit easements affecting the Condominium Project;
- (5) To exercise any right which the Developer or the Association has reserved to itself in the Master Deed, such as the re-assignment of Limited Common Elements, and the subdivision of Units, or relocation of Unit boundaries (with the consent of affected Units).
- (6) To modify general common elements and convert them into limited common elements; to convert general or limited common element areas into additional space to be encompassed within the dimensions of a Unit or into common elements, limited or general; and to convert Units into general or limited common elements. No exercise of rights hereunder shall result in a transfer of the area of a Unit or of a limited common element area without the consent of the co-owner whose Unit or limited common element is affected by the exercise of the right.
- (7) To terminate or eliminate reference to or assign any reserved right held by the party undertaking the amendment; and to restate the provisions



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of this Master Deed or its exhibits, or any other Condominium Document, without making any material changes thereto; and

(8) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmers Home Administration, the Government National Mortgage Association, and/or by other public or private secondary mortgage entities participating in or guarantying mortgages of Units in the Condominium Project, if the Board of Directors has notice of such participation, and to limit the number of Units in the Condominium Project which may be leased in order to facilitate the foregoing purposes. The Developer may undertake these changes, without the consent of Co-owners during the Development and Sales Period even if they materially affect the rights of Co-owners.

After the Development and Sales Period, The Association may make non-material amendments to the Master Deed either with the unanimous consent of the Board of Directors of the Association or by a majority vote of all Co-owners who are entitled to vote thereon.

9.3 Material Amendments. Except as provided in this Subparagraph, the Master Deed, Bylaws, and Condominium Subdivision Plan may be amended by the Developer or the Association, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than 2/3rds of the votes of the co-owners and if required by the Act, not less than 2/3rds of the votes of mortgagees who are required to vote on the amendment under the Act. Mortgagee voting shall be undertaken in the manner specified by Article II, Subparagraph 2.06 of the Condominium Bylaws.

9.4. Restrictions on Amendment. Any amendment to the rental provisions of the Master Deed shall not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, provided the lease is otherwise in compliance with the Condominium Documents and the Act; nor shall any such amendment affect the rental rights associated with any Condominium Unit(s) as long as the Unit(s) is/are owned or leased by the Association. Notwithstanding any other provision of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium Project, as described in Article V of the Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.



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9.5 Miscellaneous. Co-owners shall be notified of a proposed amendment under this Article IX not less than 10 days before the amendment is recorded. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the board of directors, or a prescribed majority of co-owners and mortgagees, the costs of which are expenses of administration. Each proposed amendment shall be accompanied by a separate statement which need not be recorded, designating who is responsible for the costs of the amendment, but the failure to include such statement will not invalidate any duly approved amendment.

9.6 Developer Consent - Necessary. During the Development and Sales Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made at any time to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer.

9.7 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with the written consent of the Developer and not less than eighty (80%) of the Co-owners and mortgagees, as follows:

a. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.

b. Upon recordation of an instrument terminating the Project, the property constituting the Common Elements of the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns of the Co-owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his or her Condominium Unit.

c. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

d. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors,



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creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Consumer and Industry Services or its successor.

9.8 Costs of Amendments. The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners. Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted amendment. Co-owners and mortgagees of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

ARTICLE X ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, within two (2) years after the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar that the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests granted or reserved to the Developer or its successors and assigns in Article VI of the Master Deed or elsewhere (including, but not limited to access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).



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ARTICLE XI LIMITATION OF LIABILITY

The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Withdrawal Rights. If the development and construction of all improvements to the common elements of the Project have not been completed within a period ending ten (10) years after the date on which construction was commenced, or six (6) years after the date on which rights of contraction or convertibility were last exercised, whichever first occurs, the Developer shall have the right to withdraw all remaining undeveloped portions of the Project without the consent of any Co-owner, mortgagee or other party in interest. Any undeveloped portions not so withdrawn shall remain as General Common Elements of the Project, and all rights of the Developer to construct Units on such lands shall cease.

12.2 Access and Use. At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 12.1 shall be granted easements for access and utility installation over, across and through the remaining Condominium Project, subject to the payment of a pro rata share of the cost of maintaining such easements based upon the number of units developed on the withdrawn lands to the number of units developed in the Condominium Project. Removed lands shall be developed in a manner which is not detrimental to, or inconsistent with, the character of the remaining Condominium Project.

12.3. Facility. The Condominium Project is located upon land which has been converted from industrial to residential uses, and classified as a "facility" for purposes of Part 201 of Michigan's Natural Resources and Environmental Protection Act, being PA 451 of 1994, as amended. The Michigan Department of Environmental Quality ("MDEQ") conducted incremental soil sampling at the site in August of 2013. An electromagnetic detector/ground penetrating radar survey was conducted in the Fall of 2013. The reports and findings are a matter of public record and available for review or purchase from the MDEQ. The underground soils contain constituents, such as organic compounds and inorganic analytes, which exceed the MDEQ's general residential cleanup criteria. A soil barrier consisting of at least one foot of clean fill, has been installed over the surface of the property in order to encapsulate the hazardous substances as part of a due care plan



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filed with the MDEQ. A vapor barrier with a thickness of 30 millimeters or greater is required to be installed and maintained beneath all cement slab foundations. These barriers may not be penetrated without full compliance with the due care plan. The due care plan is included in the Disclosure Statement furnished to initial purchasers of Units from the Developer. It describes the known general nature and extent of the contaminant releases on the site and any land or resource use restrictions that are known to apply.

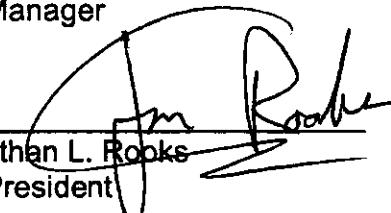
The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

TERRACE POINT LANDING, LLC, a Michigan limited liability company

By: **Parkland Realty, Inc.**, a Michigan corporation

Its: Manager

By: _____


Jonathan L. Rooks

Its: President

STATE OF MICHIGAN)

)ss.

COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me in Muskegon County, Michigan, on September 17th, 2018, by Jonathan L. Rooks, President of Parkland Realty, Inc., a Michigan corporation and the manager of Terrace Point Landing, LLC, a Michigan limited liability company, on behalf of the company.


Jamie Cooper

Notary Public, Muskegon County, Michigan

Acting in and For Muskegon County, Michigan

My commission expires: 4/13/2020



EXHIBIT A

CONDOMINIUM BYLAWS

Terrace Point Landing Condominiums

ARTICLE I

CONDOMINIUM PROJECT

1.01. Organization. Terrace Point Landing Condominiums, a residential condominium project located in the City of Muskegon, Muskegon County, Michigan (the "Project") is being constructed in multiple phases so as to comprise a maximum of one hundred (100) units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in the Association.

1.02. Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Michigan Condominium Act, Act No. 59, P.A. 1978, as amended (the "Act"), the Master Deed, the Articles of Incorporation of the Association, the Association Bylaws, and the other Condominium Documents, and all amendments thereto which pertain to the use and operation of the Condominium Project. The Association shall keep current copies of these documents available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. The acceptance of a deed, land contract or conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith. The use of the property within the Project is also subject to all local zoning and building and use ordinances, if any, notwithstanding anything contained herein to the contrary.

ARTICLE II

MEMBERSHIP AND VOTING

2.01. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association, and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void. No Co-owner may resign or be expelled from membership in the Association as long as he continues to be a Co-owner.



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2.02. Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, voting on Association matters shall be as follows:

(a) **Weight of Vote.** The Co-owners owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the percentage assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by number. No accumulation of votes shall be permitted.

(b) **Directors.** Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

(c) **Other Action.** When an action, other than the election of directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

(d) **Majority.** A "majority vote" means a vote by Association members who are eligible to vote on a particular matter, representing more than fifty percent (50%) of the Units present in person or by proxy at a duly called meeting of the Association where a quorum is present. With respect to any other membership action when taken without a meeting, a "majority vote" means a vote by Association members who are eligible to vote on a particular matter, representing more than fifty percent (50%) of the total number of eligible Units.

(e) **Voting.** Voting may occur a duly convened meeting of the Association where a quorum is present, by consent resolution, or if specified by the Board, by ballot. Balloting may occur by mail, electronic transmission, or at a polling place designated by the Board of Directors of the Association.

(f) **Tenants in Common.** A membership held by two or more persons as joint tenants or as tenants in common may be voted at a meeting of members or by ballot under Section 408 or 409 of the Michigan Non-profit Corporation Act, by any joint tenant or tenant in common, unless another joint tenant or tenant in common seeks to vote the membership in person or by proxy. In the latter event, the written agreement, if any, that governs the manner in which the shares or membership are voted, controls if presented at the meeting, either physically or by means of electronic transmission or if presented to the Association either physically or by means of electronic transmission before the time for casting a ballot expires. If an agreement that governs votes is not presented at the meeting, the majority in interest of the joint tenants or tenants in common present determines the manner of voting. In the case of a membership that carries more than 1 vote, if there is no majority in interest of the joint tenants or tenants in common present, the member votes, for the purpose of voting, shall be divided among those joint



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tenants or tenants in common that are present in person in accordance with their interest in the membership."

2.03. Members Entitled to Vote.

(a) **Eligibility.** No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project. Such written evidence of ownership shall be specified by the Board of Directors and provided the Association on or before the record date for the action which is the subject of the vote. No Co-Owner is eligible to vote on any membership action if payment of any assessment on his Unit is delinquent by more than sixty (60), as of the record date for the action to be voted upon.

(b) **Developer.** When voting as a member of the Association, the Developer shall be entitled to vote on Association matters for only those Units for which it holds title. Nothing herein shall be construed to prevent the Developer from designating persons to fill vacancies on the First Board of Directors pursuant to Section 4.03 of the Bylaws, or from otherwise exercising its reserved rights as the developer of the Project.

(c) **Record Date.** For purposes of determining the members entitled to vote at a meeting of members or any adjournment of a meeting, or to express consent or dissent from a written proposal without a meeting, or for the purpose of any other action, the Board of Directors of the Association may fix, in advance, a record date for the determination of members. If a record date is not fixed: (i) the record date for determination of members entitled to notice of or to vote at a meeting of members shall be 2:00 o'clock p.m. on the day next preceding the day on which notice is given, or, if no notice is given, the day next preceding the day on which the meeting is held; and (ii) the record date for determining members for any purpose other than that specified in (ii) above, shall be the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted.

2.04. Certificate. The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If the certificate contains an email address or other address for the electronic transmission of information, the Association may serve all notices otherwise required by the Condominium Documents or by law to the Co-owner by electronic transmission to such address until notified otherwise by the co-owner. The



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Association shall create and maintain a record that may be retrieved of all communications it sends to any Co-owner by electronic transmission. Any notice given by electronic transmission is written notice to the Co-owner for all purposes of the Act, and the Master Deed, including these Bylaws. The certificate shall include an email address, cell phone number, or other address for the delivery of information to the co-owner by electronic transmission. To the fullest extent allowed by law, any notice required or permitted to be given by the Association to a Co-owner may be given by the Association to the party designated in the certificate by electronic transmission, and such notice is considered written and dated when the electronic transmission is sent to such person at an email, phone number or other address designated by the Co-owner for the purpose of receiving notices from the Association.

2.05. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. Proxies shall be valid only for the particular meeting or voting event designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting or voting event.

2.06 Mortgages. The following procedure shall apply whenever an amendment to the Condominium Documents is proposed and the Act or the Condominium Documents require mortgagees of Units to vote to approve the amendment:

(a) The date on which the proposed amendment is approved by the requisite majority of Co-owners shall be the "Control Date". Only those mortgagees who hold a duly recorded first mortgage or a duly recorded assignment of a first mortgage against one or more condominium units in the Project on the Control Date ("first mortgagees") are entitled to vote on the amendment.

(b) Each first mortgagee entitled to vote shall have one vote for each condominium unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit.

(c) The Association shall give a notice to each mortgagee entitled to vote as required by the Act.

(d) The Association shall mail the notice to the mortgagee at the address provided in the mortgage or assignment for notices by certified mail, return receipt requested.

(e) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two years after the Control Date.



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(f) The failure of a mortgagee to return a ballot within ninety (90) days from the date of mailing of the notice shall be deemed to constitute a vote for approval of the measure voted upon. The measure voted upon shall be considered approved by mortgagees if it is approved by the requisite number of mortgagees whose ballots are received, or are deemed approved or considered to have been received, by the person(s) authorized by the Board of Directors to tabulate mortgagee votes.

ARTICLE III

MEETING AND QUORUM

3.01. Annual Meeting. An annual meeting of members, to elect directors and conduct any other business that may come before the meeting, shall be held on a date set forth in the Association Bylaws, unless the members act by written consent under Section 407, or by ballot under Section 408 or 409 of the Michigan Non-profit Corporation Act, in place of the annual meeting. Special meetings of members may be called in the manner set forth in the Association Bylaws.

3.02. Special Meetings. During the Development and Sales Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes. The Association Bylaws may also specify times when special meetings of members may be called.

3.03. Advisory Committee. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.04. Notice. At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 25 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to the other Condominium Documents. The notice provisions of this Section 3.04 shall not



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apply if the Association takes action without a meeting, in a manner permitted by Michigan law.

3.05. Quorum of Members. The presence in person or by proxy of thirty percent (30%) in number of the Co-owners entitled to vote shall constitute a quorum of members for any meeting of members.

3.06 Remote Communications. Members may only participate in a meeting of the members, regular or special, by remote communication, including telecommunication, if the Board approves a method for doing in advance of the meeting and furnishes notice to co-owners of the method at the time notice of the meeting is given. Any method of remote communication established by the Board of Directors for a meeting shall be the exclusive method for Co-owners to participate in the meeting by remote communication. The Board shall specify the manner of determining who is entitled to participate and vote remotely, and authorize a method for voting in a manner which is reasonably calculated to produce an accurate vote count, whenever participation in a meeting by remote communication is allowed. Member voting on, or consent to any action of the members may occur by electronic transmission, or by physical action, and/or both, if authorized by the Board of Directors and subject to any rules established by the Board for such process.

3.07 Polling Place. The Board of Directors may authorize the use of polling places for members to cast votes, return ballots or otherwise express their consent or opposition to any measure which may lawfully be the subject of membership action. Unless otherwise precluded by law, a polling place may be media which facilitates the transmission and receipt of ballots by electronic transmission, such as an internet website.

ARTICLE IV

ADMINISTRATION

4.01. Board of Directors. The business, property, and affairs of the Association shall be managed and administered by members of the Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. All directors shall serve without compensation. The number of directors shall be set forth in the Association Bylaws.

4.02. Nomination of Directors. Persons qualified to be directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least two Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his willingness to serve as a director, and submitted to the Board of Directors at least twenty (20) days before the meeting, ballot or polling event at which the election is to be held; provided, however, that in either case, additional nominations may be made from the floor at the meeting at which



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the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated. In this instance, the nominees must either be present at the meeting and consent to the nomination or have indicated in writing a willingness to serve. This Section 4.02 does not apply to persons appointed to the Board by the Developer.

4.03. Term. The term of office for all directors, except members of the First Board of Directors (defined below), shall be three (3) years, or until their successors are elected and qualified.

(a) **Developer Appointed Directors.** The terms of office for the members of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer prior to the transitional control date (together herein "First Board"), shall expire on the date the Development and Sales Period ends, unless terminated earlier by operation of subsection (b) below. At any election of directors by non-developer Co-owners required by subsection (b) below, the Developer shall designate the directorship term of the member of the First Board which has expired so that a directorship position may be filled in accordance with Section 52 of the Act, as amended.

(b) **Election of Non-Developer Co-owners to the Board.**

(i) The term of office of one of the members of the First Board of Directors, as selected by the Developer, shall expire 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units which may be created. Co-owners other than the Developer shall elect an individual to fill this position prior to its vacancy. The term of office for all directors, except members of the First Board, shall be three (3) years, or until their successors are elected and qualified.

(ii) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

(iii) Regardless of the percentage of Units which have been conveyed, if less than 75% of the Units that may be created have not been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, Co-owners other than the Developer shall have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the



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percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights of Co-owners other than the Developer otherwise established above in subsections (i) and (ii). Application of this subsection does not require a change in the size of the Board of Directors.

(iv) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsections (b)(i) and (b)(ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b)(iii), results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to designate the remaining members of the Board of Directors. Notwithstanding the foregoing, application of this subsection (iv) will not eliminate the right of the Developer to designate one member to the Board as provided in subsection (b)(ii).

(v) For purposes of calculating the timing of events described in this subsection (b), and in subsection (d) of this Section 4.03, conveyance by the Developer to a residential builder, even though not an affiliate of the Developer, is not considered a sale to a non-developer Co-owner until such time as the residential builder conveys that Unit with a completed residence on it or until the Unit contains a completed residence which is occupied.

(c) **Failure to Attend.** The term of any Director shall end prematurely if they fails to attend four (4) consecutive and duly called and noticed Board meetings.

(d) **Removal of Directors.** Except for the First Board of Directors, or any successor or replacement Director appointed by the Developer, a director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote thereon. The Developer shall have the exclusive right to remove and replace any and all of the First Board of Directors or any director designated by the Developer, at any time or from time to time, and in its sole discretion.

(e) **Vacancies During Period When Developer May Be Represented on on Board.** As long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant directorship; provided however, that only non-developer Co-owners shall have the right to fill any vacancy occurring in a



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directorship which was previously filled by an election of Co-owners other than the Developer.

(f) **Vacancies on Board of Directors.** A vacancy on the Board, including a vacancy resulting from an increase in the number of directors, occurring on the Board, may be filled by the Association in any of the following manner: (a) the members may fill the vacancy; or (b) the Board may fill the vacancy until the next meeting of members; provided however, that if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. The Association may fill a vacancy that will occur at a specific date, by reason of a resignation that is effective at a later date, before the vacancy occurs, but a director who is elected or appointed may not take office until the vacancy occurs.

(g) **Actions of First Board.** All actions of the members of the First Board, including any replacement or successor Directors appointed to the First Board by the Developer, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

4.04. Powers and Duties. The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things other than what the Condominium Documents require to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following powers and duties:

(a) Care, upkeep and maintenance of the common elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings;

(b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium property;

(c) Contract for and employ persons to assist in the management, maintenance, administration and security of the Condominium Project;

(d) Adoption and amendment of rules and regulations covering the details of the use of the Condominium Project;



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(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration, to establish insurance limits and minimum deductibles for insurance which Co-owners are obligated to purchase and to police the procurement of such insurance;

(g) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Association on behalf of the Co-owners;

(h) Making or authorizing repairs, additions and improvements to, or alterations of, the Condominium Project, and repairs to and restoration of the property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(i) Consenting to or authorizing or disapproving actions of the Co-owners which require the consent of the Association under this Master Deed or the other Condominium Documents;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) To make rules and regulations in accordance with Section 7.06 of these Bylaws;

(l) To establish the Environmental Control Committee, and such other committees, as it deems necessary, convenient or desirable, and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any function or responsibilities which are not by law or required to be performed by the Board;

(m) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;

(n) To grant concessions, easements or licenses or to enter into oil and gas leases, for the use of the general common elements of the Condominium Project on behalf of the Co-owners and in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or



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laterals located in the Common Element areas of the Condominium for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated; and

(o) To dedicate all or any portion of the general common elements laying outside of building to or for the use of the public, including all roadways and utilities serving the Condominium; and

(p) To exercise all rights and perform all obligations of the Association under any agreements between the Association and the Terrace Point Landing Site Condominium Association.

4.05 Books of Accounts.

(a) The Association shall keep books and records of account and minutes of the proceedings of its members, board, and executive committee(s), if any. The Association shall keep at its registered office records that contain the names and addresses of all members of record, the number of memberships held by each member, and the dates when they respectively became members. Any of the books, records, or minutes may be in written form or in any other form that is convertible into written form within a reasonable time. The Association shall convert into written form without charge any record that is not in written form, if requested by a person that is entitled to inspect the record.

(b) The books and records shall contain a detailed account of the expenditures and receipts affecting the administration of the Condominium Project, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its Co-owners. The Association's books and records shall be reviewed or audited annually by a certified public accountant if required by the Act, unless an affirmative vote of a majority of the members elects not to do so. The cost of such review or audit shall be an expense of administration.

(c) Any member, in person or by attorney or other agent, may during regular business hours inspect for any proper purpose the Association's list of its members, and its other books and records, if the member gives the Association written demand describing with reasonable particularity the purpose of the inspection and the records the member desires to inspect, and the records sought are directly connected with the purpose. As used in this subsection, "proper purpose" means a purpose that is reasonably related to a person's interest as a member. A member must deliver a demand under this subparagraph to the Association at its registered office or at its principal place of business.

If an attorney or other agent is the person seeking to inspect the records, the demand must include a power of attorney or other writing that authorizes the attorney or other agent to act on behalf of the member. The right of a member to inspect records includes the right to copy and make extracts from the records of a Association and, if reasonable, the



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right to require the Association to supply copies made by photographic, xerographic, or other means. To cover the cost of labor and material, the Association may require a member to pay a reasonable charge for copies of the documents provided to the shareholder or member.

(d) The Association, acting by resolution of its directors or members, may in good faith deny a request to inspect its books and records if it reasonably determines: (a) the inspection is sought for an improper purpose; (b) the records sought are not directly connected with the person's stated purpose; (c) the requested disclosure impairs the rights of privacy or free association of the members; (d) fulfilling the request would impair the lawful purposes of the Association; or (e) fulfilling the request is not in the best interests of the Association.

(e) The Association, at least once in each calendar year, shall prepare or have prepared a financial report for the preceding fiscal year and distribute that report to each member or present the report at the annual meeting of members. The report shall include all of the following for the Association's preceding fiscal year:

- (i) Its income statement;
- (ii) Its year-end balance sheet, including trust funds and funds restricted by donors or the board;
- (iii) Its statement of source and application of funds, if the Association prepares that statement; and
- (iv) Any other information required by law.

A corporation may distribute the financial report electronically, either by electronic transmission of the report or by making the report available for electronic transmission. If the report is distributed electronically, the corporation shall provide the report in written form to a shareholder, member, or director on request.

4.06. Maintenance and Repair.

(a) **Units and Limited Common Elements.** All decoration, maintenance, repair, and replacement of a Condominium Unit, and the Limited Common Elements which are appurtenant thereto, other than maintenance of and repair to any General Common Element contained within the Condominium Unit, shall be made by the party who is responsible for the cost of the work under Article IV of the Master Deed, unless otherwise provided herein. All work shall be performed in the manner specified by the Condominium Documents.



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(b) **Damage to Other Units and Common Elements.** Each Co-owner shall be responsible for all damages to any other Units or to the Common Elements resulting from the repair and maintenance of his or her Condominium Unit or Limited Common Elements, or from his or her failure to effect such maintenance and repair. The Association may, after notice and a hearing, specially assess such Co-owner for the amount of the damage to any other Units or to the Common Elements resulting from such conduct or from the Co-owner's failure to effect maintenance and repair of his or her Unit or Limited Common Elements.

(c) **Other Limited Common Elements.** All maintenance of and repair to the Limited Common Elements which are appurtenant to more than one Condominium Unit shall be made by the Association and specially assessed to all of the Co-owners of Units to which the Limited Common Elements are appurtenant on an equal basis, unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense may be specially assessed by the Association against such Co-owner after notice and a hearing thereon.

(d) **Submetered Utilities.** Any utilities consumed in the Project by Co-owners and whose cost is billed to the Association may be sub-metered by the Association or individually measured; the Association may specially assess the cost of servicing an individual unit or units against such Unit(s). If more than a single unit is included on the same sub-meter or measuring device, the Association shall specially assess the cost of the utility on a uniform basis to those consuming the utility.

(e) **Right of Access.** The Association, or its agents, shall have access to each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the General Common Elements located therein or accessible therefrom, and for the purpose of making emergency repairs necessary to prevent damage to other Units, the Common Elements or both.

4.07. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount hereinafter set forth on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.08. Construction Liens. A construction lien arising as a result of work performed upon a Condominium Unit or Limited Common Element shall attach only to the



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Unit upon which the work was performed or to which the Limited Common Element is appurtenant, and a lien for work authorized by the Developer, residential builder, or principal contractor shall attach only to Condominium Units owned by the Developer, residential builder, or principal contractor at the time of recording of the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association, or the Developer, residential builder or principal contractor.

4.09. Managing Agent. The Board may employ for the Association a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties listed in Section 4.04 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. No management contract shall have a term which is greater than two (2) years, without the prior approval of the Members.

4.10. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers and directors of the Association not inconsistent herewith. Officers may be compensated, but only upon a majority vote of the Co-owners present in person or by proxy at a meeting of members.

4.11. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association, upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V ASSESSMENTS

5.01. Annual Budget. The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common and special expenses of the Condominium for which the



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Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such charges against all Co-owners in the manner required by this Article.

5.02. Common Expenses.

(a) The common expenses of the Condominium shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium Project under the powers and duties delegated to it hereunder, 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 repair and replacement of the Common Elements or other Association property, and for meeting any deficit in the common expense for any prior year. Common expenses, include, without limitation, the cost of certain building decoration, maintenance, repairs, and replacement, snowplowing, landscaping and lawn care, and expenses arising in agreements with the Terrace Point Landing Site Condominium Association. 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 common expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration thereof shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

(b) Common expenses shall be apportioned among all Units on an equal basis.

5.03 Special Expenses.

(a) Special expenses include costs or activities attributable to the acts or omissions of less than all of the Co-owners, from shared utilities, and/or from the maintenance, repair or replacement of certain Limited Common Elements, all of which may be specially assessed against individual Units pursuant to the terms of the Master Deed.

(b) Special expenses associated with the administration of a Limited Common Element area shall be apportioned equally among the Co-owners whose Units are appurtenant to the Limited Common Element area or if multiple Units do not share a Limited Common Element, to the single Unit appurtenant to the Limited Common Element.

(c) Each Unit will be specially assessed a non-refundable fee equal to two (2) times the current monthly regular assessment each time that title to the Unit



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transfers by deed or land contract to a party other than the Developer (or a designated residential builder). The purposes of the fee are to defer the administrative expense of the Association in facilitating the Unit change and to contribute to the capital of the Association. This fee is not applied or credited towards the monthly assessment of the Unit.

5.04. Levy of Assessments.

(a) The Board shall advise each Co-owner in writing of the amount of common and special expenses payable by him or her and shall furnish copies of each budget upon which such charges are based to all Co-owners, although failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessment. All assessments which arise from the annual budgeting process shall be known as "regular assessments."

(b) Regular assessments shall be payable monthly as determined by the Board of Directors, in advance, commencing with acceptance of a conveyance to a Unit, or with the acquisition of title to a Unit by any other means.

(c) The Board of Directors may amend the annual budget, as originally adopted, if it is insufficient to pay the costs of administering the Project, by increasing the monthly assessments to co-owners and/or by levying one or more lump sum assessments which are due by a specified date.

5.05. Determination of Special Assessments. All assessments which are not included in the annual budget of the Association, as it may be amended from time to time, nor identified in Section 5.03(c) or Section 5.04(c), shall be determined and levied by the Board of Directors, after notice to the affected Co-owners and a hearing thereon, and they shall be known as special assessments. If the special assessment is of a recurring nature, only one notice and hearing is required. The Board shall, by resolution, determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, apportion the special assessment among Co-owners on a reasonable basis.

5.06. Collection of Assessments.

(a) All assessments and all fines levied against a Co-owner by the Association which are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien (a "protective advance"), and attorneys fees, constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment or other charge became due, prior to all other liens except tax liens in favor of any state or federal taxing authority; and sums unpaid on a first mortgage of record except that assessments that are evidenced



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by a notice of lien, have priority over a first mortgage recorded subsequent to the recording of the notice of lien by the Association. For purposes of this subsection (a), the term "assessment" includes, without limitation, all regular and special assessments described in this Article V and all special assessments against Co-owners described elsewhere in these Bylaws. The assessment lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Unit(s) no longer owned by the Co-owner but which become due while the Co-owner had title to the Unit(s).

(b) Each Co-owner shall be obligated for the payment of all assessments, fines, interest, late fees, protective advances, and attorneys fees levied with regard to his Unit during the time that he is the owner thereof, and no Co-owner may exempt himself from liability for his contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit.

(c) In the event of default by any Co-owner in paying an assessment, the Board may accelerate and declare all unpaid installments of the regular assessments for the pertinent fiscal year immediately due and payable. In addition, the Board may assess reasonable late charges, or interest at twelve percent (12%) per annum or the highest legal rate, whichever is lower, on such assessment from the date thereof.

(d) All expenses incurred in collection of an assessment, including late charges, interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, may be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner.

(e) In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law for foreclosures by advertisement. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection, including this power of sale, and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit. The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the condominium Project on behalf of the Co-owners. The provisions of



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Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action.

(f) A foreclosure proceeding may not be commenced without the recording and service of a notice of lien in the manner specified by the Act.

(g) In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(h) The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Condominium Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(i) The Co-owner of a Condominium Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of Co-owner chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorneys fees incurred in their collection.

(j) Upon the sale or conveyance of a Condominium Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charges of whatever nature except the following: (a) amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority thereto. A purchaser or grantee shall be entitled to a written statement from the Association setting



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forth the amount of unpaid assessments, interest, late charges, fines, costs, and attorneys fees against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments interest, late charges, fines, costs, and attorneys fees, against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due. Unless the purchaser or grantee requests a written statement from the Association at least five days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, fines, late charges, and attorneys fees incurred in the collection thereof.

5.07. Application of Payments. All payments on account of assessments in default shall be applied in the following manner; first, to costs of collection and enforcement of payment, including reasonable attorneys' fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

5.08. Obligations of the Developer and Certain Designated Residential Builders. Notwithstanding any provision in this Article to the contrary, the Developer of the Condominium Project, and any residential builder who is specifically assigned rights by the Developer (a "designated residential builder"), although a member or members of the Association, will not be responsible during the Development and Sales Period for payment of the regular Association assessments or special assessments, except with respect to Units owned by it on which a completed Unit is located and occupied. The Developer (and/or designated residential builder) will at all times pay all expenses of maintaining the Unit(s) and other improvements that it owns, together with a proportionate share of any insurance premiums incurred by the Association from time to time with respect to such Unit(s). For purposes of the foregoing sentence, the Developer's (and/or designated residential builder's) proportionate share of such expenses will be based upon the ratio of all Units owned by such party at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer (and/or designated residential builder) be responsible for payment of any charges for or with respect to maintenance, repair and replacement of other Units, deferred maintenance, reserves for replacement, reserves for contingencies, capital improvements or other special assessments. In no event shall the Developer (and/or designated residential builder) be liable for any expense or assessment levied in whole or in part to purchase a Unit from the Developer (and/or designated residential builder) or to finance litigation or other claims against the Developer (and/or designated residential builder), any cost of investigating and preparing such litigation or claim or any similar related costs. In no event shall the Developer (and/or designated residential builder) be liable for any special assessment levied pursuant to Section 5.05 or any special expense under 5.03(c). For purposes of this paragraph, a "completed unit" shall mean a unit with respect to which a Certificate of Occupancy or its equivalent has been issued by the applicable local authority and which is occupied.



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5.09. Creditors. The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditors of the Association. Nothing contained herein shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

5.10 Mortgagee Liability. If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by that mortgagee or purchaser and his or her successors and assigns.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.01. Taxes. All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase thereof, except for the year in which the Project or any phase thereof was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the percentage of value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

6.02. Insurance.

The Association is not responsible for maintaining a master policy insurance policy for the replacement costs of project improvements, such as the Units and building components which enclose the Units. Rather, each co-owner must purchase an individual policy of property and casualty insurance for the Unit they own and the Limited Common Elements appurtenant to the Unit, as well as for any personal property kept in the Unit.



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This is a unique Project and almost all of the building elements enclosing the Unit are Limited Common Elements appurtenant to the Unit. In addition, each co-owner of a Unit must insure the General Common Element roof covering (shingles and felt paper or the equivalent) and building exterior siding of the structure which encloses the Unit. The amount of the insurance shall not be less than the maximum insurable replacement value of the property interests the co-owner is required to insure, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually. Such policy may, but is not required to, provide for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit as a residence. In addition, each co-owner shall maintain public liability insurance for an amount which is not less than the minimum limits specified by the Board of Directors of the Association, but at least \$500,000, combined single limit coverage, and with a deductible which is not greater than the amount specified by the Board, but not more than \$10,000. All insurance carried by a Co-owner shall contain appropriate provisions concerning the waiver of the right of subrogation as to any claims against the Association and other co-owners of the Project. Each Co-owner shall indemnify, defend and hold harmless the Association from any breach of his or her obligations under this paragraph. The Association shall be named as an additional insured under policies maintained by Co-owners under this Paragraph.

Each Co-owner shall annually furnish evidence of insurance to the Association by a method approved by the Board. The Board shall have exclusive authority to determine the amount of the limits and deductible required of Co-owners, as well as the adequacy of any coverage.

If a Co-owner fails to maintain insurance in the manner required by this Article, then in addition to all other legal or equitable rights it may possess, the Association reserves the right, but not the obligation, to purchase insurance for the benefit of the Co-owner and the Association and specially assess to the defaulting Co-owner the cost of any additional premium or cost the Association incurs, as well as any insurance deductible the Association pays in connection with the repair or restoration of property the Co-owner failed or inadequately insured following a loss.

The Association, to the extent deemed appropriate by the Board and to the extent available, shall obtain and maintain property and casualty insurance with standard extended coverage, vandalism and malicious mischief endorsements, and public liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the General Common Elements, and other property interests it deems prudent to insure. Any insurance maintained by the Association shall be secondary with respect to any loss, damage or injury which is the subject of insurance which Co-owners are obligated to maintain under this Article.

The Association's property and casualty insurance for General Common Elements shall be in amount which is not less than the maximum insurable replacement value of the



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property interests the Association is required to insure, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually by the Board. Otherwise, the Board shall have exclusive authority to determine the amount of the limits and deductible. Except as otherwise set forth, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be an expense of administration. The Association may obtain, if desired, purchase fidelity coverage to protect against dishonest acts by its officers, directors, trustees, employees, management company, and all others who are responsible for handling funds of the Association. The Board of Directors is irrevocably appointed the agent for each Co-owner, each mortgagee, other named insured and their beneficiaries, and any other holder of a lien or other interest in the Condominium Project, to adjust and settle all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims. The Association, on behalf of its insurer, waives all rights of subrogation against the members of the Association for claims arising under insurance policies maintained by the Association.

Each individual Co-owner shall indemnify and hold harmless every other Co-owner and the Association from all claims, liability, damage or injury, costs and judgments, including actual attorneys fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give any insurer a subrogation right or other right or claim against an individual Co-owner or the Association.

6.03. Reconstruction and Repair. If the Condominium Project or any of its Common Elements are destroyed or damaged, in whole or in part, the determination of whether or not to reconstruct, repair, or replace and the responsibility therefor, shall be as follows:

(a) If the damaged property is a General Common Element, a Limited Common Element or part of a Unit insured by the Association, the damaged property shall be repaired, rebuilt or replaced, unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary. The Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition 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 defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.



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(b) If the damaged property is part of a Unit or Limited Common Element appurtenant to only a single Unit, and not insured by the Association, or any improvement constructed within a Unit or Limited Common Element and appurtenant to only a single Unit, and not insured by the Association, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgages or other person having an interest in such property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his Unit and appurtenant Limited Common Elements and the improvements located therein to a complete, clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage. A Co-owner may elect not to rebuild the Unit but only if such Co-owner restores the remaining portion of the building at its expense and it improves such building, to the extent deemed necessary by the Association, in order to facilitate the use of the remaining building segment as a standalone dwelling and the Co-owners and mortgagees of the damaged or destroyed Unit consent to a master deed amendment by the Association for the purpose of eliminating the damaged or destroyed Unit and converting the unit to a common element area.

(c) If the damaged property is a Limited Common Element appurtenant to more than one Unit, or if it is any improvement constructed within such Limited Common Element, the following procedure shall apply: (1) the Association shall obtain reliable and detailed estimates of the cost to repair, rebuild or replace the damaged property in a condition as good as that existing before the damage; and (2) the Association shall notify each of the Co-owners and mortgagees of Units to which the Limited Common Element is appurtenant in writing of the damage to the property, the estimated cost to repair, rebuild or replace the damage, and the availability of insurance proceeds to pay for the cost of repairing, rebuilding or replacing the damaged property. If it is possible to repair or rebuild the damaged property in a condition as good as that existing before the damage, or replace the damaged property, the Association shall make such complete repair or replacement unless, within 20 days after the Association gives the above written notice to the Co-owners and mortgagees, more than 60 percent of the Co-owners of the Units to which the Limited Common Element is appurtenant instruct the Board of Directors not to make such repairs or replacements. If the damaged property is repaired, rebuilt or replaced, all Co-owners of Units to which the Limited Common Element is appurtenant shall be responsible for an equal share of the cost of repair or replacement of the damaged property. If at any time during such repair or replacement the funds for the payment of the cost thereof are not covered by insurance proceeds or are otherwise insufficient, a special assessment for the cost of repair or replacement of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof shall be made on an equal basis against the Units to which the Limited Common Element is appurtenant. If the Association has received or will receive insurance proceeds for the damaged property and the Association does not rebuild or repair the damaged property, the Association shall distribute the insurance proceeds to the Co-owners of the Units to which



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the Limited Common Element is appurtenant on an equal basis, subject to the rights of any mortgagees of such Units.

(d) Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval is obtained from the Association or its Architectural Design Board.

6.04. Eminent Domain. The following provision shall control upon any taking by eminent domain:

(a) If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements, after taking into consideration any specific loss attributable to a Unit because the condemned Common Element is "limited" in nature. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds of Co-owners in value shall be binding on all Co-owners.

(b) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interest produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium Unit taken for his undivided interest in the Common Elements as well as for the Condominium Unit.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.01. Primary Use Restrictions. No Condominium Unit shall be used for other than single-family residential purposes (except that persons not of the same immediate family residing together may occupy a Unit with the written consent of the Board of Directors, which consent shall not be unreasonably withheld), and the limited common elements shall be used only for purposes consistent with the use of single-family residences. "Single family" shall be given the definition ascribed to it by applicable law. No commercial activities shall be carried on in the Condominium Units, but Co-Owners of Condominium Units may maintain a business or professional library and make and receive business or professional phone calls within their Condominium Units. Unless prohibited by applicable law, permanent occupancy of each Unit shall be limited to two (2) persons per bedroom.



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7.02. Common Areas. The General Common Element Areas shall be used only by the Co-owners of Units in the Condominium and by their agents, approved tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other customary purposes incidental to use of the Units; provided, however, that any roadways, storm water detention basins, storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board of Directors of the Association. The use, maintenance and operation of the General Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said common elements. The public roads and sidewalks in the Project are available for the use of the public.

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

The restrictions contained in this Article VII shall not apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer and its duly authorized agents, representatives, and employees, and any residential builders who receives an assignment of rights from the Developer, shall have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to



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the foregoing within the Project and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer.

The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all 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 high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited hereby.

7.04 Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all Common Elements by any Co-owner shall be subject to the following restrictions:

(a) **Outside Areas.** In general, no activity shall be carried nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which would despoil the appearance of the Condominium. No unsightly condition shall be maintained upon any porches, balconies, decks, terraces, and/or any other open area of any Unit (collectively, "balconies and terraces") or common elements. No furniture, equipment, improvements, or fixtures shall be placed on the common elements without the prior written consent of the Association. Such approval may not be unreasonably withheld or conditioned by the Association. The Association may consider, among other factors, the weight of the proposed installation. The Association shall have the right to determine the exact location of all such furniture, equipment, improvements, and fixtures. In addition, certain furniture, equipment, improvements, and fixtures be deemed to be requiring a method to be secured to the floor of the balconies and terraces in question in a manner approved by the Association. Certain permitted furniture, equipment, improvements and fixtures shall be allowed to remain on balconies and terraces during the off seasons when such areas are not in use, and no furniture, equipment, improvement, or fixture may block access to any portion of the common elements necessary for the maintenance, repair or safety of the condominium Project (including, without limitation, any water access points). No Unit owner shall place any landscaping or plant any trees, shrubs or place any ornamental materials upon any balconies and terraces of any common elements except with the prior written consent of the Association. Also, like other areas of the condominium Project, balconies and terraces can only be used in accordance with applicable laws, ordinances and regulations.



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(b) **Displays.** No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or adorn the outside of his Unit, or install outside his Unit any CB, short wave or other radio or television antennae, window air-conditioning unit, awning, screens on porch and/or patio, solar equipment or panels of any kind, weathervanes or other roof attachments, without the prior written permission of the Association. The foregoing restrictions shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to his Unit; provided, that no patio, deck or balcony which is visible from another Unit or from the General Common Elements of the Project during the winter season. No Co-owner may store firewood outside of his Unit or outside his garage except with the prior written consent of the Association.

(c) **Changes.** No Co-owner shall make any alterations, additions or improvements to any Common Element, nor make changes to the exterior appearance or structural members of his Unit without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his Unit with the prior written approval of the Association, and any relevant governmental authority, but such Owner shall be responsible for any damage to other Units, the Common Elements, the property, or any part thereof, resulting from such alterations, additions or improvements. No Co-owners shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or any Common Element which affects an Association responsibility in any way, without the prior written consent of the Association.

(d) **Signs.** No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or upon the Common Elements, including but not limited to "for sale" signs, without the prior written permission of the Association. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

(e) **Leasing.** No portion of a Unit may be rented and no transient tenants may be accommodated therein, provided, that nothing herein shall prevent the rental or sublease of an entire Unit together with the limited common elements appurtenant to such Unit for residential purposes in the manner set forth in Article IX.

(f) **Nuisances.** No nuisances shall be permitted in the Condominium Project nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by



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its residents. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Project.

(g) **Dangerous Projectiles.** No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Project without the prior consent of the Association. Nothing contained herein shall be construed to prevent the Association from authorizing "hunts" to keep the goose population under control. No drones may operate within the Project except with the prior consent of the Association.

(h) **Public Services.** All Units shall be served by a public sanitary sewer system and public water system and no private septic waste disposal systems or well shall be permitted. All Units shall install and maintain a backflow preventer at the connection with the public sewer system.

(i) **Animals.**

(1) Subject to the additional rules applicable to dogs that are set forth below, no more than three common indoor household pets (other than fish and small birds, such as parakeets) which are owned by the Co-Owner at the time the Unit is purchased may be kept in each Unit. No more than two (2) dogs may be kept within a Unit. Under no circumstances may animals be kept in the general Common Elements. The Association may prohibit animals on property owned by the Association.

(2) Animals may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, activity or unsanitary condition(s). No savage or dangerous animals shall be kept at the Condominium Project. Pit bulls and snakes, reptiles and other animals of an unusual or exotic nature, or those normally living in the wild, are among those considered "savage or dangerous", and they may not be kept at the Condominium Project. No animal may be permitted to run loose upon the common elements, limited or general. All animals must be leashed, caged or contained when on the common elements, except when inside the confines of a Unit. Under no circumstances shall any animal be allowed to deposit any solid waste on or in the common elements, unless it is promptly removed. Each Unit owner and each occupant shall be responsible for picking up after any animal in such owner's or occupant's respective care, including, without limitation, properly disposing of any waste deposited by such animal. The Association may limit the areas of the Condominium Project accessible to animals. No dog runs are permitted. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V, Section 4, of these bylaws if the Association determines such assessment is necessary to defray the maintenance



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cost to the Association of accommodating animals within the Condominium Project. The Board may, without liability to the owner of it, remove or cause to be removed from the Condominium Project, any animal which the Board determines in its sole discretion, to be: (i) savage or dangerous in any way, (ii) a nuisance to any Unit owner, occupant or any party entrusted with the operation and/or maintenance of the condominium Project or any of their respective agents, employees, contractors or invitees, or (iii) in violation of the restrictions contained in this Subsection.

(3) Frequent barking by a dog shall be conclusively presumed to constitute a nuisance and subject the dog to removal from the Project.

(4) All animals must be registered with the Association and the Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium Project shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium Project, regardless of whether the animal's presence is permitted.

(5) The Association may, without liability to the owner thereof, remove or cause any animal to be removed from the Project which it determines to be in violation of the restrictions imposed by this Section. Any person who causes or permits any animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal in the Condominium Project. The Association may, after notice and hearing, specially assess the Co-owner of any Unit for any expenses incurred by the Association as a result of damage caused to the common elements or to another person, animal or property by the Co-owner's animal or by any other animal the Co-owner, or his tenants, or guests, bring into the Condominium Project.

(j) **Shelters.** No mobile home, trailer, tent, shack, garage, accessory building, outbuilding or other structures of a temporary character shall be erected, occupied or used at any time within the Condominium Project without the prior written consent of the Association.

(k) **Insurance Increase.** Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. In the event the Board consents to an activity which increases the rate of insurance for the Project, the Board shall specially assess the Co-owner for any increased cost of insurance. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which would be in violation of any law. No Co-owner shall permit anything to be done or kept in his Unit or



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on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements.

(l) **Trash.** All trash shall be kept inside a garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

(m) **Recreational and Commercial Vehicles.** The common elements (including, without limitation, sidewalks, landscaped areas, driveways, roads, parking areas, stairways, lobbies, if any, etc.) shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. Except as specifically allowed in the Condominium Documents, no bicycles, vehicles, chairs, or benches may be left unattended on or about the common elements. No recreational vehicles, all-terrain vehicles, "three-wheelers", "four-wheelers", horse trailers, semi trucks or trailers boat trailers, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles, vans or non-commercial pick-up trucks may be parked or stored at the Condominium Project except temporarily for a period of not more than forty-eight (48) consecutive hours to facilitate loading and unloading. No inoperable vehicle may be parked outside of a Co-owner's garage at the Condominium Project at any time, even temporarily. Campers and light trucks and similar vehicles may be kept at the Condominium, but only fully inside a garage. Anything stored inside a garage shall be completely within the garage, and all garage doors must be kept closed at all times when they are not in use. Each garage door must have a functional remote controlled garage door opener attached to the garage door at all times. No Condominium Unit may have regularly parked more than two (2) vehicles at the Condominium Project which are not parked in a garage. No snowmobile, all-terrain vehicle, "three-wheeler", "four-wheeler" or the like or other unlicensed vehicle shall be operated within the boundaries of the Condominium Project. Golf carts or Association maintenance vehicles are allowed. Commercial vehicles shall not be parked in or about the Condominium Project unless while making deliveries or pick-ups in the normal course of business. A "commercial vehicle" includes all motor vehicles weighing in excess of six thousand five hundred (6,500) pounds and/or a motor vehicles which have lettering on the outside of the vehicle's body advertising or indicating the name of a commercial enterprise. Vehicles owned by a police or fire department, or which identify a state, county, or municipal office are not commercial vehicles as long as they do not exceed the weight limit provided in this section for commercial vehicles. Each Unit owner may use the driveway in front of his garage for temporary parking.

(n) **Vehicles.** No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft) or vehicle except within a garage or residence where totally isolated from public view. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept in a Unit outside of a closed garage or elsewhere in the Condominium Project by those persons residing in any Unit may be limited by Rules of Conduct adopted by the Association; provided, that no



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automobiles or other vehicles which are not in operating condition shall be permitted at any time outside of a closed garage. No semi-trucks shall be parked in or about the Project except for the making of deliveries or pick-ups in the normal course of business.

(o) **Guest Parking.** Co-owners and residents shall not use any guest parking area for non-guest parking purposes, or obstruct any guest parking areas which may be located on the General Common Elements of the Project for non-guest parking purposes without the prior consent of the Association.

(p) **Dwelling Unit Exterior.** All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No exterior light fixtures may be modified or replaced with a different style, except with the consent of the Association.

(q) **Fires: Hazardous Materials.** No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted within the Project, except with the prior consent of the Association. No outside incinerators shall be kept, allowed or used on any Unit nor may trash be disposed of by burning on any Unit. No Co-owner may bring or maintain environmentally hazardous materials in the Condominium unless for domestic use at the Co-owner's residence and in reasonable quantities limited to the immediate need. No more than ten (10) gallons of petroleum products may be stored at any Unit (not including fuel within the tanks of cars or other vehicles).

(r) **Lighting.** No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on the exterior of any Unit without the prior approval of the Association.

(s) **Sales.** No garage sales, estate sales or similar events may be held in the Project unless first approved by the Association.

(t) **Open Space.** Any recreational and parking areas designated on the Plan or owned by the Association ("open space areas") shall be subject to such rules and regulations as may be adopted by the Board of Directors of the Association from time to time, and also subject to any municipal requirements concerning required improvements or equipment, and the obligation to maintain, repair and replace the same. No activities shall occur in the open space areas during the period from sunset until sunrise, without the prior written consent of the Association. No portion of the parcel shall be used in whole or in part for the storage of any property or thing (including without limitation, the storage, dismantling or repair of motor vehicles) that will cause the premises to appear in an unclean or untidy condition or that will be obnoxious to the view; nor will any substance, thing or material be kept upon the premises which will emit foul or obnoxious odors, or which will cause any noise that will or might disturb the peace, quiet, comfort and serenity of the premises. No unsightly refuse or piles of unsightly objects will be allowed to be



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placed or suffered to remain anywhere within the premises, No signs or billboards may be placed in the open space areas by a party other than the Association. No Co-owner shall alter any landscaping or planting installed or placed in the open space areas, without the prior written permission of the Association. The Association is not obligated to restore damaged or diseased plantings. It may alter landscaping plans in any manner it deems necessary or desirable.

(u) **Arbitration and Hearing.** Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(v) **Construction.** The restrictions hereby placed upon the Condominium Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of adjacent lands owned by the Developer. All requirements and restrictions placed on Unit owners under this Article shall apply to all occupants of each Unit and their guests and invitees. Each Unit owner shall require all occupants residing in his or her Unit to comply with the requirements and restrictions contained in this Article and each Unit owner shall be jointly responsible with the occupants for all violations of the Condominium Documents.

7.05. Improvements and Modifications for Disabled Persons.

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), a Co-owner may make improvements or modifications to his or her Condominium Unit, including improvements or modifications to the common elements and to the route from the public way to the door of the Co-Owner's Unit, at his or her expense. The Co-owner shall be liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modifications shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project.

(b) A Co-owner who has made exterior improvements or modifications for handicap access must notify the Associations in writing of his other intention to convey or lease his or her Condominium Unit to another not less than thirty (30) days before the



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conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Co-owner remove the improvement or modification at his or her own expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owners expense. However, the Association may not remove or require the removal of the improvement or modification if the Co-owner conveys or leases his or her Condominium Unit to a disabled person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is disabled, requires the same type of improvement or modification, and resides with the person.

(c) If a Co-owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by exterior improvement or modification. The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification.

(d) Before an improvement or modification under this Section is made, the Co-owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Co-owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Co-owner may make the proposed improvement or modification without the Association's approval. A Co-owner may bring an action against the Association and its officers and directors to compel them to comply with the provisions of MCL 559.147a, MSA 26.509(147a), if the Co-owner disagrees with the denial.

(e) Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by Federal Fair Housing Act and other applicable State and Federal laws to accommodate disabled persons.

7.05. Flags Neither the Developer nor the Association shall prohibit a Co-owner from displaying a single United States flag of a size not greater than three feet by five feet anywhere within a co-owner's Condominium Unit or within a porch or deck Limited Common Element area appurtenant to such Unit.

7.06. Rules of Conduct Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the



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Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked at any time by the affirmative vote of more than a majority of all Co-owners.

7.07. Remedies on Breach. A default by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board of Directors is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven days notice, the levying of fines against Co-owners after notice and hearing thereon in the manner specified by Article XI, and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such actual attorneys fees as may be determined by the court.

(c) The Association may, following a co-owner default, perform any obligation required of the defaulting co-owner hereunder and specially assess the cost to the Unit of the defaulting co-owner. All special assessments shall constitute a lien against the defaulting co-owner's unit(s) and may be foreclosed in the manner provided in Article V.

(d) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

ARTICLE VIII

MORTGAGES

8.01. Mortgage of Condominium Units. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain a list with such information. Any mortgagee may also request the Association to be included in the list of mortgagees. At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared



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for the Association and distributed to the Owners; (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (d) receive notices of default sent to their mortgagor which is not cured within thirty (30) days. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision which is related thereto. A mortgagee shall also have the right to audit the books and records of the Association at its expense.

8.02. Notice of Insurance. The Association shall notify each mortgagee who is registered with the Association of the name and each company the Association has contracted with to insure the condominium common elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

8.03. Notice of Foreclosure. The mortgagee of a first mortgage of record of a Condominium Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Condominium Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by servicing a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgage premises that substantially conforms with the description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the Agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, not less than ten (10) days before commencement of the judicial action.

8.04 Notice of Mortgagees. If the Co-owner of a Unit fails to notify the Association of the names and addresses of the mortgagee(s) of its Unit, or if the Association has reason to believe the information concerning the mortgagee(s) of the Unit is incorrect or incomplete, the Association may order a title search of the Unit and the Association may specially assess the cost of the same against the Co-owner.



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ARTICLE IX

LEASES

9.01. Notice of Lease. A Co-owner (including the Developer) desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant or otherwise agreeing to grant possession of a Condominium Unit to a potential tenant, and shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. The Co-owner shall furnish the Association with a copy of any signed written lease within thirty (30) days following the execution of the same. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential tenant, along with the rental amount and due dates under the proposed agreement. A Developer proposing to rent Condominium Units before the Transitional Control Date, shall notify either the Advisory Committee or each Co-owner in writing.

9.02. Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements shall so state. No Unit, or any portion thereof, may be leased for less than a week and if leased on a weekly basis, for no more than four (4) weeks, cumulatively, during any twelve (12) month period. Otherwise, the minimum duration of any lease or rental term shall not be less than thirty (30) days.

9.03. Remedies. If the Association determines that any tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(b) The Co-owner shall have fifteen (15) days after receipt of said notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If, after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements



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caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

9.04. Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding; and/or

(b) Initiate proceedings pursuant to Section 9.03(c) above.

ARTICLE X

ARBITRATION

10.01. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Consolidating Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with the Uniform Arbitration Act, as amended.

10.02 Preservation of Rights. In the absence of the election and written consent of the parties under subsection (a), neither a Co-owner nor the Association is prohibited from petitioning a Court of competent jurisdiction to resolve any dispute, claim or grievance. The election by the parties to submit any dispute, claim, or grievance to arbitration, however, prohibits the parties from petitioning the Courts regarding that dispute, claim or grievance.



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ARTICLE XI

VIOLATIONS; ASSESSMENT OF FINES

11.01 General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations, shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Project.

11.02 Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 2.04 of these Bylaws, or if no notice was filed, to the address of the Unit owned or occupied by the Co-owner.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

11.03 Relief. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the Board shall determine what relief to pursue against the defaulting Co-owner under Section 7.07 of these Bylaws. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed two hundred fifty dollars (\$250)



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per occurrence, in addition to the amount of any reasonable attorneys fees the Association incurred to abate the violation.

11.04. Continuing Violation. In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

11.05. Collection. The fines levied pursuant to Section 11.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the regular condominium assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01. Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or any Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12.02. Notices. Notices provided for in the Act, this Consolidating Master Deed and its exhibits, or other Condominium Documents, to the Association must be in writing, and shall be considered delivered when delivered to the resident agent of the Association at the registered office of the Association maintained with the State of Michigan, or to another address designated in writing by the Board of Directors of the Association for such purpose. Notice to the Association may be by electronic transmission, if authorized by the Board of Directors. Notice to co-owners shall be delivered to the persons and to the place designated under Article II, Subparagraph 2.04 of these Bylaws.

12.03. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article IX of the Master Deed.



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12.04 Inflation Index. Whenever a specific monetary amount is specified in these Bylaws, such as for a fine amount or cap, such amount shall be subject to adjustment each year. Commencing January, 2020, and continuing each year thereafter, such monetary amount shall be increased, but not decreased, by using the immediately prior year's index as a base year, and by increasing the monetary amount by the annual change in the Consumer Price Index (CPI) published by the United States Dept. of Labor (All Cities Index), or any replacement or successor index established by the United States Dept. of Labor.

ARTICLE XIII

CONFLICTING PROVISIONS

In the event of a conflict between the provisions of 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 any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- (b) these Bylaws;
- (c) the Articles of Incorporation of the Association;
- (d) the Association Bylaws; and then the Rules of Conduct of the Association.



EXHIBIT C

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

I, Angela VanderWerff, being duly sworn, depose and say that:

1. I am employed by Charron Law and act as secretary to David W. Charron, attorney for the developer of the Terrace Point Landing Condominium Project.
2. On August 23, 2018, notices were sent to six (6) governmental agencies as required by Section 71 of the Michigan Condominium Act. Such notices were sent by certified mail, return receipt requested, and appropriate receipts from all six (6) agencies have subsequently been received.

Further deponent saith not.


Angela VanderWerff

Subscribed and sworn to before me this 4th day of September, 2018.


David W. Charron, Notary Public
Acting in and for Kent County, MI
My commission expires: 5/17/24

Drafted by:
David W. Charron
5020 E. Beltline Ave., NE, Ste. 201B
Grand Rapids, MI 49525



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

County of Muskegon
990 Terrace St., 1st Floor
Muskegon, MI 49442



9590 9403 0622 5183 9857 34

2. Article Number (Transfer from service label)

7017 3380 0000 7097 0350

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Ma. Campbell

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Marisa Campbell

C. Date of Delivery

8-28-18

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Muskegon County Drain
Commission
141 E. Apple Ave.
Muskegon, MI 49442-3404



9590 9403 0622 5183 9857 03

2. Article Number (Transfer from service label)

7017 3380 0000 7097 0381

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x (unclear)

☐ Agent
☐ Addressee

B. Received by (Printed Name)

(unclear)

C. Date of Delivery

8/27/18

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

On-Site Wastewater Unit
Department Environmental Quality
P.O. Box 30273
Lansing, MI 48909-8130



9590 9403 0622 5183 9857 41

2. Article Number (Transfer from service label)

7097 0343

-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Jeff Bailey
JTB Bailey

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

MARK F. FAIRCHILD Liber.: 4167 Page: 316
REGISTER OF DEEDS PAGE: 78 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
D10 5833089

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Muskegon Co Road Commission
7700 East Apple Avenue
Muskegon, MI 49442



9590 9403 0622 5183 9857 58

2. Article Number (Transfer from service label)

7017 3380 0000 7097 0336

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☒ Agent

☐ Addressee

B. Received by (Printed Name)

BETH RIBESKY

C. Date of Delivery

Aug 27-18

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Insured Mail
all Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michigan Dept of Transportation
P.O. Box 30050
Lansing, MI 48909



9590 9403 0622 5183 9857 27

2. Article Number (Transfer from service label)

7017 3380 0000 7097 0367

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Jeff Bailey

C. Date of Delivery

Aug 27

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Insured Mail
all Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Muskegon
933 Terrace St.
Muskegon, MI 49440



9590 9403 0622 5183 9857 10

2. Article Number (Transfer from service label)

7017 3380 0000 7097 0374

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Potter

C. Date of Delivery

8/27/18

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Insured Mail
all Restricted Delivery

Domestic Return Receipt

MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 206
EXHIBIT "B" TO THE MASTER DEED OF:

TERRACE POINT LANDING CONDOMINIUMS

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

DEVELOPER:
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEYOR & ENGINEER:
DRIESEN & ASSOCIATES, INC.
12330 JAMES STREET, SUITE H80
HOLLAND, MICHIGAN 49424

DESCRIPTION OF TERRACE POINT LANDING CONDOMINIUMS

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 567.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 264.94 FEET FOR THE POINT OF BEGINNING (P.O.B. "D"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 105.49 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 485.54 FEET; THENCE NORTHERLY 16.64 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 41 MINUTES 16 SECONDS EAST 16.61 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 22 SECONDS EAST 10.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 97.35 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 504.95 FEET TO THE POINT OF BEGINNING. CONTAINS 1.22± ACRES (53,224± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 17 DEGREES 19 MINUTES 40 SECONDS WEST 93.73 FEET FOR THE POINT OF BEGINNING (P.O.B. "E"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 108.54 FEET; THENCE NORTHWESTERLY 52.38 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 41 MINUTES 30 SECONDS WEST 51.05 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 68.57 FEET; THENCE NORTHWESTERLY 32.08 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 28 DEGREES 13 MINUTES 08 SECONDS WEST 31.95 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 35 SECONDS EAST 11.16 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 87.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 81.70 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 73.39 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 149.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE SOUTH 27 DEGREES 27 MINUTES 55 SECONDS WEST 111.99 FEET TO THE POINT OF BEGINNING. CONTAINS 0.62± ACRES (26,807± SQ. FT.)

ALSO, RECOMMENCE AT POINT "H"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 8.00 FEET FOR THE POINT OF BEGINNING (P.O.B. "F"); THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 100.00 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 216.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 108.21 FEET; THENCE NORTH 07 DEGREES 58 MINUTES 49 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 6.61 FEET; THENCE SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 57 MINUTES 36 SECONDS EAST 21.87 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 196.65 FEET; THENCE SOUTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 34 MINUTES 05 SECONDS EAST 24.04 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 299.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.01± ACRES (44,063± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.58 FEET FOR THE POINT OF BEGINNING (P.O.B. "G"); THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET; THENCE WESTERLY 13.53 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 45 MINUTES 46 SECONDS WEST 13.51 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 47 DEGREES 19 MINUTES 10 SECONDS EAST 0.67 FEET; THENCE SOUTHERLY 13.37 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 38 MINUTES 58 SECONDS EAST 13.30 FEET; THENCE SOUTH 17 DEGREES 17 MINUTES 45 SECONDS EAST 68.57 FEET; THENCE SOUTHEASTERLY 103.87 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 41 MINUTES 30 SECONDS EAST 101.35 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 88.51 FEET TO THE POINT OF BEGINNING. CONTAINS 0.26± ACRES (11,480± SQ. FT.)

PLEASE SEE PLAT CERTIFICATION PAGE. ATTEND. TCE
Parcel #61-
OF SURVEY

SHEET INDEX

1. COVER SHEET A
2. COVER SHEET B
3. SURVEY PLAN OVERVIEW A
4. SURVEY PLAN OVERVIEW B
5. SURVEY PLAN A
6. SURVEY PLAN B
7. SURVEY PLAN C
8. SITE PLAN
9. UTILITY PLAN
10. FLOODPLAIN PLAN
11. FLOOR PLAN - BUILDING A
12. SECTION PLAN - BUILDING A
13. FLOOR PLAN - BUILDING B
14. SECTION PLAN - BUILDING B
15. FLOOR PLAN - BUILDING C
16. SECTION PLAN - BUILDING C
17. FLOOR PLAN - BUILDING D
18. SECTION PLAN - BUILDING D

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.

ALAN E. DAHL
P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423
09-05-2018
DATE

COVER SHEET A

PROPOSED DATED 09-05-2018

DRIESEN &
ASSOCIATES, INC.
Engineering • Surveying • Testing
12330 JAMES STREET, SUITE H80
HOLLAND, MI 49424
PH: 616-396-3000
FAX: 616-396-3005
WWW.DRIESEN-INC.COM

REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18W, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
COVER SHEET A

Designed By:
Drawn By: CLK
Checked By: Date:
Scale:
09-05-2018
Sheet:
1210390 SJ
1 of 18

MARK F. FAIRCHILD Liber: 4197 Page: 316
REGISTER OF DEEDS PAGE: 88 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
D10 5633069

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STATE OF MICHIGAN
ALAN E. DAHL
PROFESSIONAL
SURVEYOR
No.
47948
EXPIRATION DATE
09-05-2018

Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

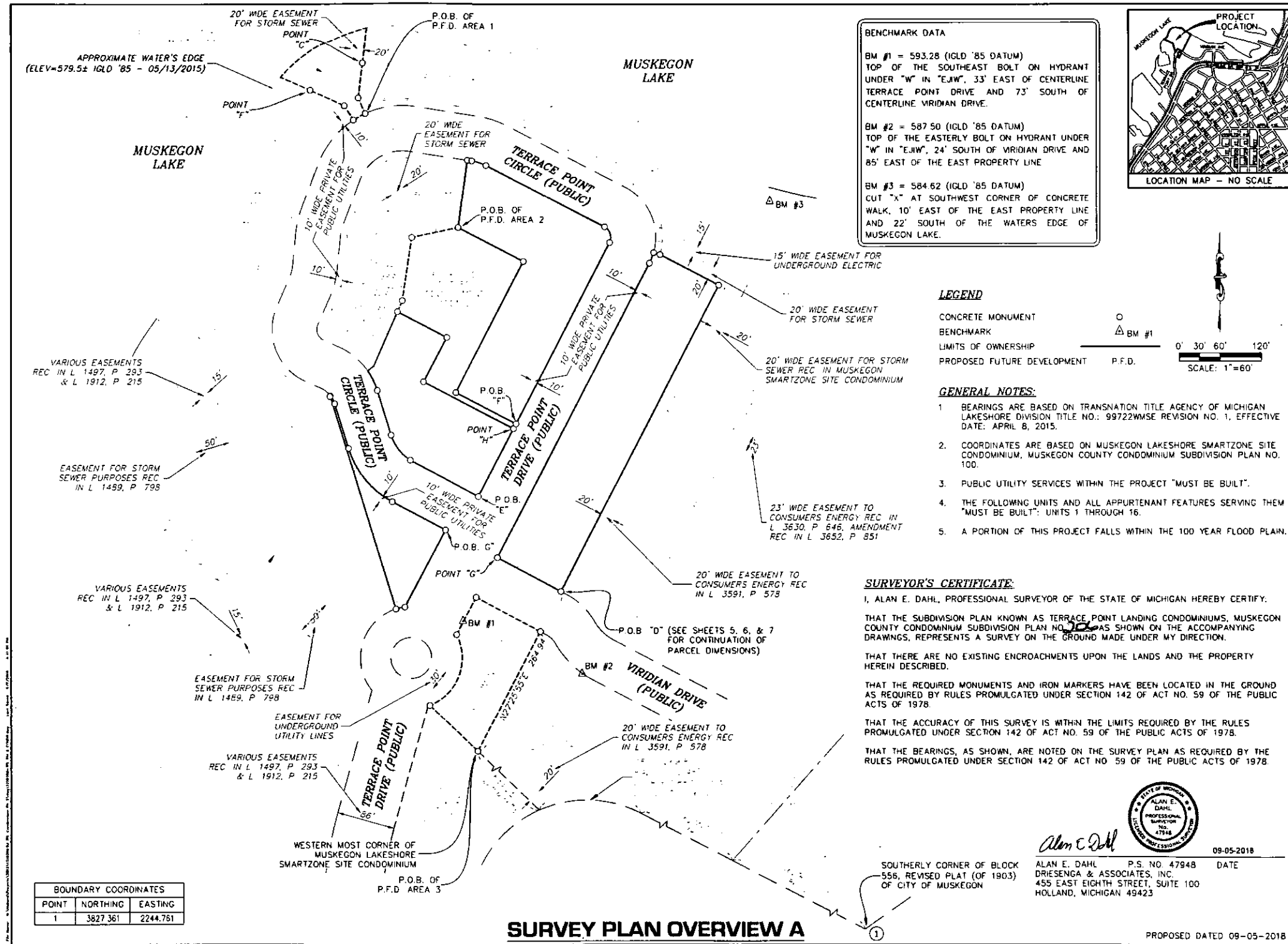
DATE

REVISIONS

Drawn By	
CLK	
Checked By	Date
Plat	
<u>Scale</u> 09-05-2018 Date 1210390 SJ Job No.	
Sheet No.	
2 of 18	

MARK F. FAIRCHILD Liber: 4187 Page: 318
REGISTER OF DEEDS
Muskegon County Michigan
D10 5833088 09/17/2018 04:39 PM

MARK F. FAIRCHILD Liber: 4187 Page: 318
REGISTER OF DEEDS PAGE: 81 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
010 5633068



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
1	3827.361	2244.761

SURVEY PLAN OVERVIEW A

PROPOSED DATED 09-05-2018

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI • 616-386-0253
Grand Rapids, MI • 616-749-3800
www.driesen.com

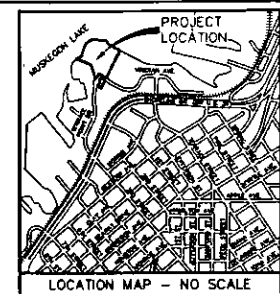
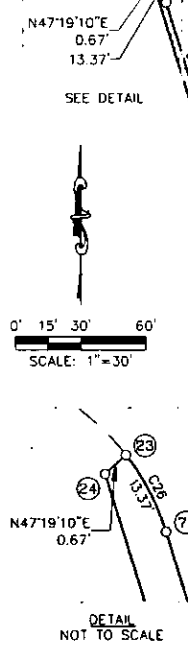
REVISIONS	

TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, T10N, R16E, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE 4
MUSKEGON, MICHIGAN 49440

Survey Plan Overview A

Drawn By:	
Check By:	
Checked By:	
Date:	
1"=50'	
Date:	09-05-2018
1210390.54	
3	18

MARK F. FAIRCHILD Librarian: 4187 Page: 318
REGISTER OF DEEDS
Muskegon County Michigan
08/17/2018 04:39 PM
5833089



CURVE DATA			
CURVE NO.	LENGTH	RADIUS	CHORD
C20	16.64'	83.00'	N21'41'16\"E 16.61'
C21	52.38'	67.00'	N39'41'30\"W 51.05'
C22	32.08'	103.00'	N26'13'06\"W 31.95'
C23	21.97'	67.00'	S71'57'36\"E 21.67'
C24	26.70'	17.00'	S17'34'05\"E 24.04'
C25	13.53'	75.00'	S77'45'46\"W 13.51'
C26	13.37'	37.00'	S27'38'58\"E 13.30'
C27	103.97'	133.00'	S39'41'30\"E 101.35'

BOUNDARY COORDINATES			BOUNDARY COORDINATES		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
2	5460.619	843.318	59	5492.779	741.155
3	5505.470	756.910	60	5151.308	489.551
4	5508.217	747.295	61	5202.117	489.551
23	5299.030	271.459	62	5241.403	361.032
24	5298.573	270.963	63	5306.872	340.647
30	5644.465	473.455	64	5643.470	479.993
31	5545.437	459.543	65	5636.699	500.786
32	5530.752	391.421	66	5546.105	675.320
33	5438.217	377.485	67	5523.185	682.577
34	5342.391	335.340	68	5102.360	440.959
35	5335.535	326.531	69	4989.552	381.198
56	5003.780	486.058	70	4986.789	368.048
57	5012.445	610.690	71	5287.249	277.631
58	5061.829	517.468	72	5221.781	298.017
			73	5143.795	362.743

- GENERAL NOTES:**
- BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 - COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 - PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 - THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 - A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE NUMBER
- CONCRETE MONUMENT
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT P.F.D.



ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

P.S. NO. 47948
DATE 09-05-2018

SURVEY PLAN A

PROPOSED DATED 09-05-2018

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Muskegon, MI • 616-292-0233
Grand Haven, MI • 616-292-3900

REVISIONS

1	
2	
3	
4	
5	

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18E, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

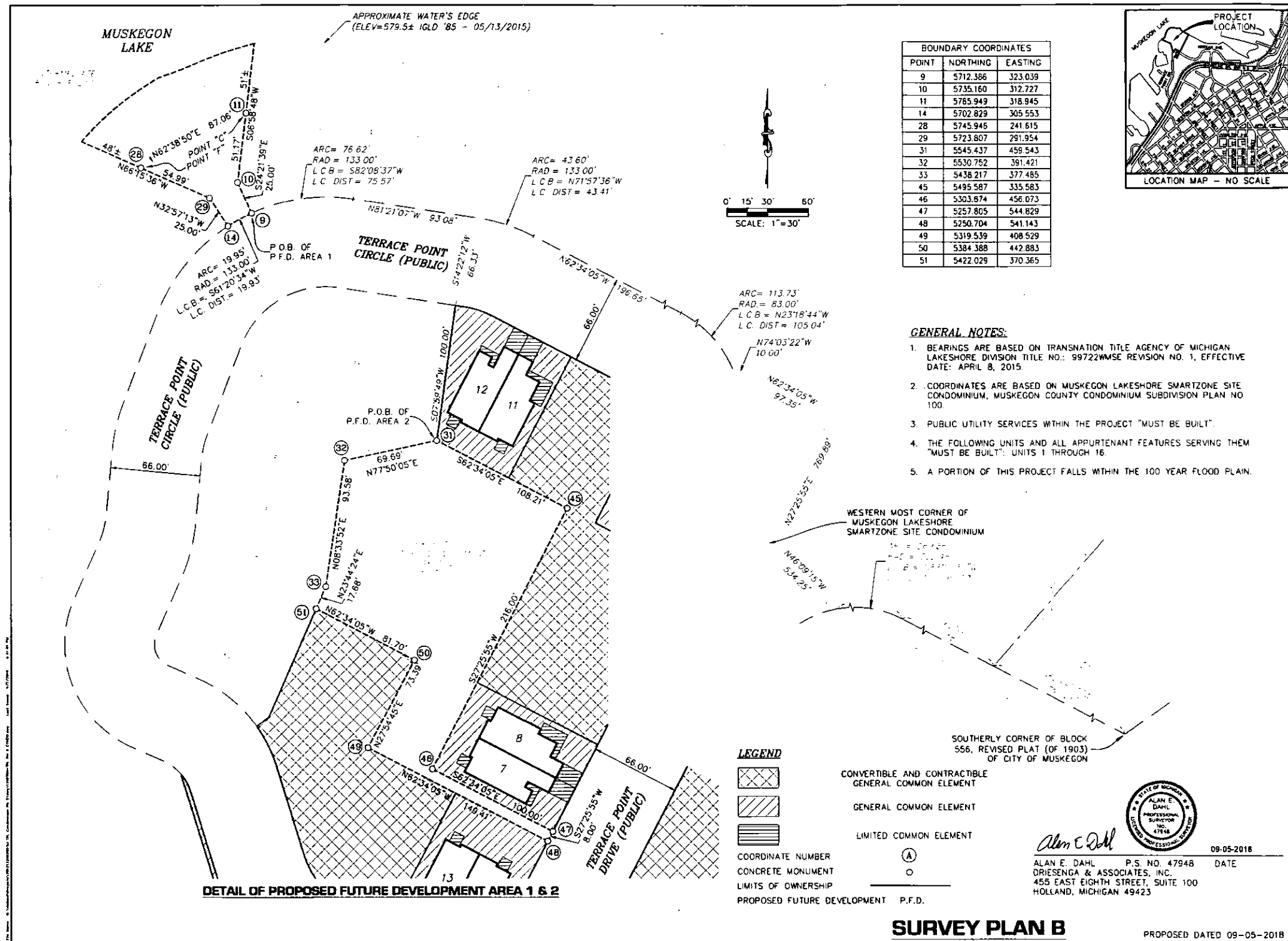
SURVEY PLAN A

Designed By
Drawn By
Checked By
Date

1"=30'
Scale
09-05-2018
SJS
1210390 SJ

5 of 18

MARK F. FAIRCHILD Lib: 4187 Page: 316
REGISTER OF DEEDS PAGE: 84 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
D10 9833069



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
9	5712.386	323.039
10	5735.160	312.727
11	5765.949	318.945
14	5702.829	305.553
28	5745.945	241.615
29	5723.807	291.954
31	5545.437	459.543
32	5530.752	391.421
33	5438.217	377.485
45	5495.587	335.583
46	5303.674	456.073
47	5257.805	544.829
48	5250.704	541.143
49	5319.539	408.529
50	5384.388	442.883
51	5422.029	370.365

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722W/SE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

WESTERN MOST CORNER OF
— MUSKEGON LAKESHORE
SMARTZONE SITE CONDOMINIUM

SOUTHERLY CORNER OF BLOCK
556, REVISED PLAT (OF 1903)
OF CITY OF MUSKEGON

LEGEND



COORDINATE NUMBER (A)
CONCRETE MONUMENT O
LIMITS OF OWNERSHIP _____
PROPOSED FUTURE DEVELOPMENT P.F.D.

CONVERTIBLE AND CONTRACTIBLE
GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

Ⓐ

Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2016

DATE _____

Designed By:	
Drawn By:	
Created By:	GLK
Date:	
Plot:	
1" = 30'	
Scale:	
09-05-2018	
Date:	
1210390.SJ	
Job No.:	
Sheet No.:	
6 of 18	

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, TION. 36W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

[illegible]

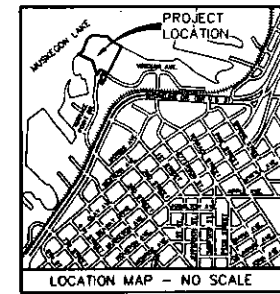
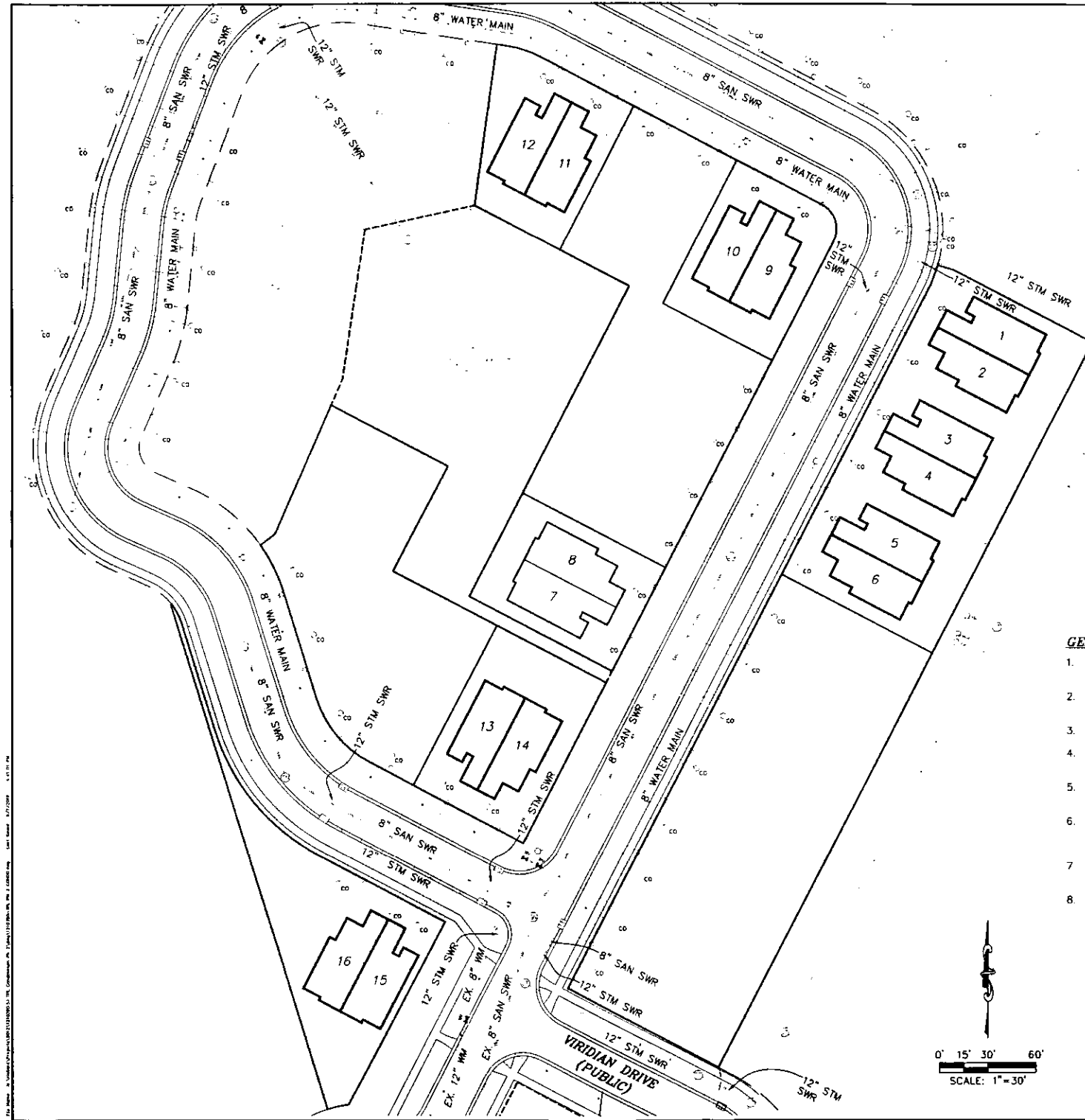
 **DRIESENKA & ASSOCIATES, INC.**
Engineering • Surveying • Testing
www.driesenga.com

616-396-0255
MI - 616-243-3800
Kalamazoo, MI - 616-211-0116
Oxford, MI - 616-211-0116

Holland, MI - 616-396-0253
Grand Rapids, MI - 616-248-3800
Kalamazoo, MI - 269-544-1435
Ohtrel, MI - 616-366-0255
www.dryasengia.com

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Muskegon County Michigan 09/17/2018 04:39 PM
5633060
D10

MARK F. FARCHILD Lib#: 4167 Page: 316
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D10 5833088

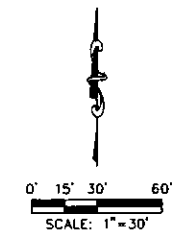


LEGEND

- HYDRANT
- WATER VALVE
- STOP BOX
- WATER METER PIT
- STORM MH
- CATCH BASIN
- CULVERT
- SANITARY MH
- CLEANOUT
- ELECTRIC MH
- ELECTRIC METER
- TRANSFORMER
- UTILITY RISER
- TELEPHONE MH
- WATERMAIN
- SANITARY SEWER
- STORM SEWER
- GAS
- ELECTRIC
- FIBER

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSDATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
5. ALL REMAINING UTILITIES NOT SHOWN AND METER LOCATIONS TO BE SHOWN ON AS-BUILTS.
6. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
7. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-482-7171.
8. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.



Alan E. Dahl
ALAN E. DAHL
PROFESSIONAL SURVEYOR
NO. 47948
P.S. NO. 47948
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423



09-05-2018
DATE

UTILITY PLAN

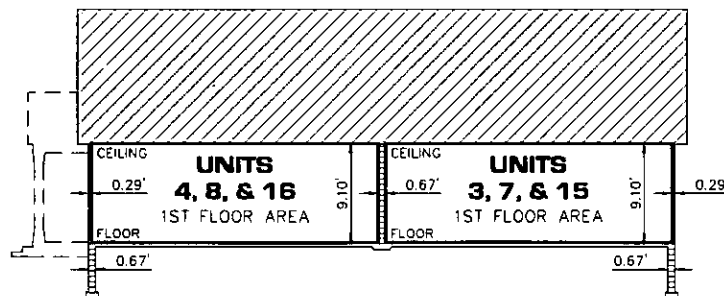
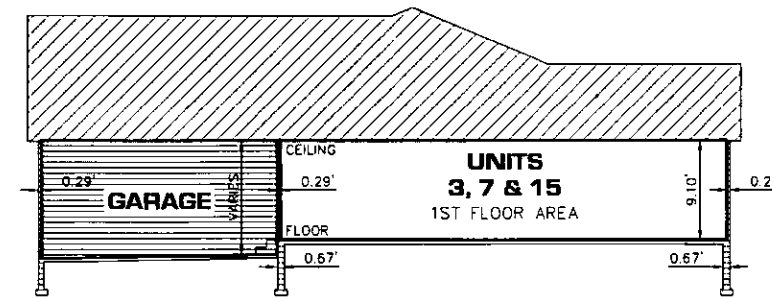
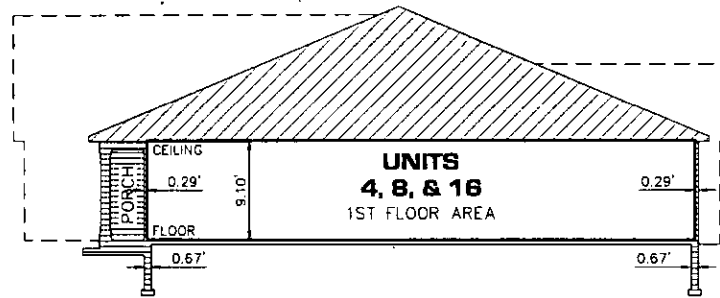
PROPOSED DATED 09-05-2018

DRIESENGA & ASSOCIATES, INC.
Engineering - Surveying - Testing
www.driesenga.com
Kalamazoo, MI 49001-3443
Grand Rapids, MI 49503-1000
Phone: 269-344-1443
Fax: 269-344-1443

REVISIONS

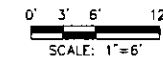
UTILITY PLAN
TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, T10N, R16W, CITY OF MUSKEGON, MUSKEGON CO
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

Designed By: _____
Drawn By: GJK
Checked By: _____
Date: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
1210390.51
Sheet: 9 of 18



GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0 29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE IN FEET.
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
5. FOUNDATION, FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OWNERSHIP LINES ARE 90' TO EACH OTHER UNLESS OTHERWISE NOTED.
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11. EACH CONCRETE PATIO IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
12. EACH COVERED PORCH IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.



LEGEND



LIMITS OF OWNERSHIP



ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE _____

 **DRIESENKA & ASSOCIATES, INC.**
Engineering • Surveying • Testing
www.driesenga.com

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Grand Rapids, MI • 616-749-3000
Kalamazoo, MI • 268-544-1455
Detroit, MI • 810-596-0255

REVISIONS	
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49840

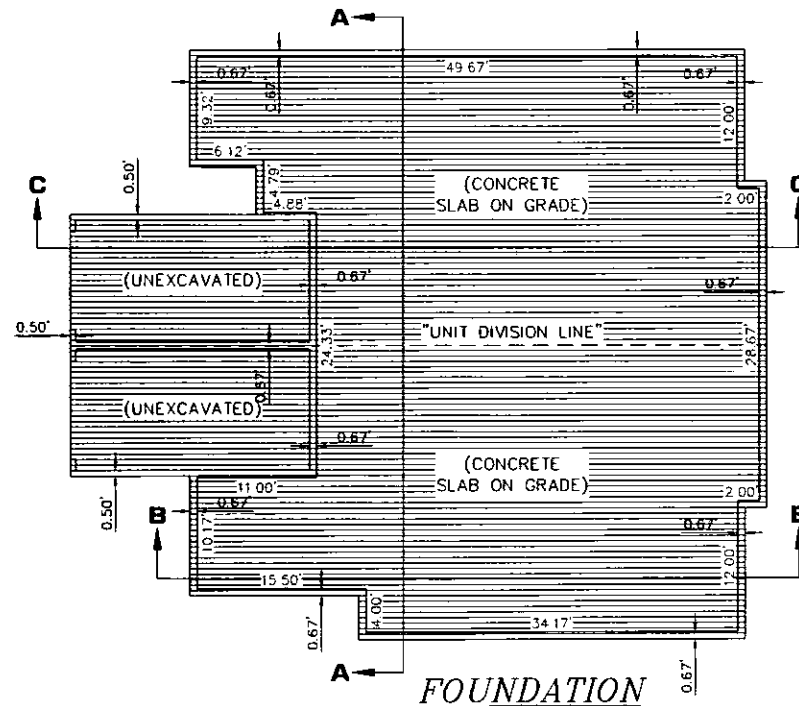
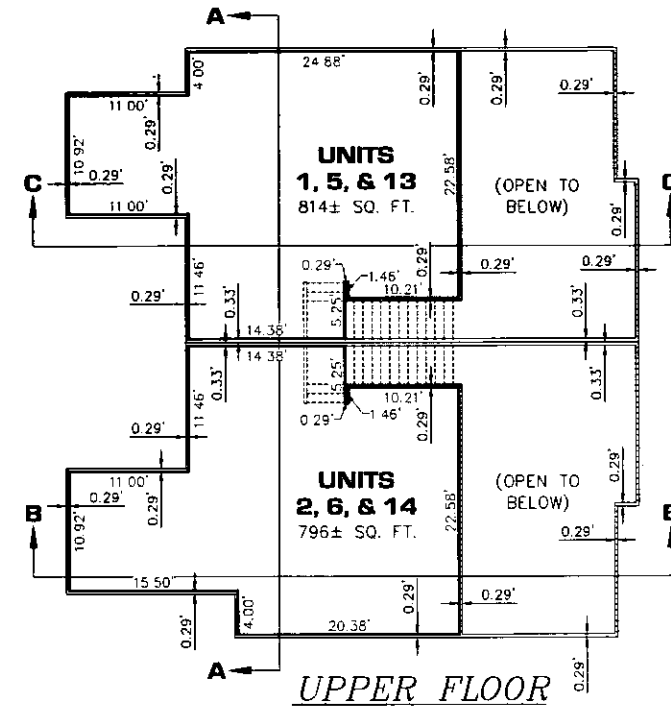
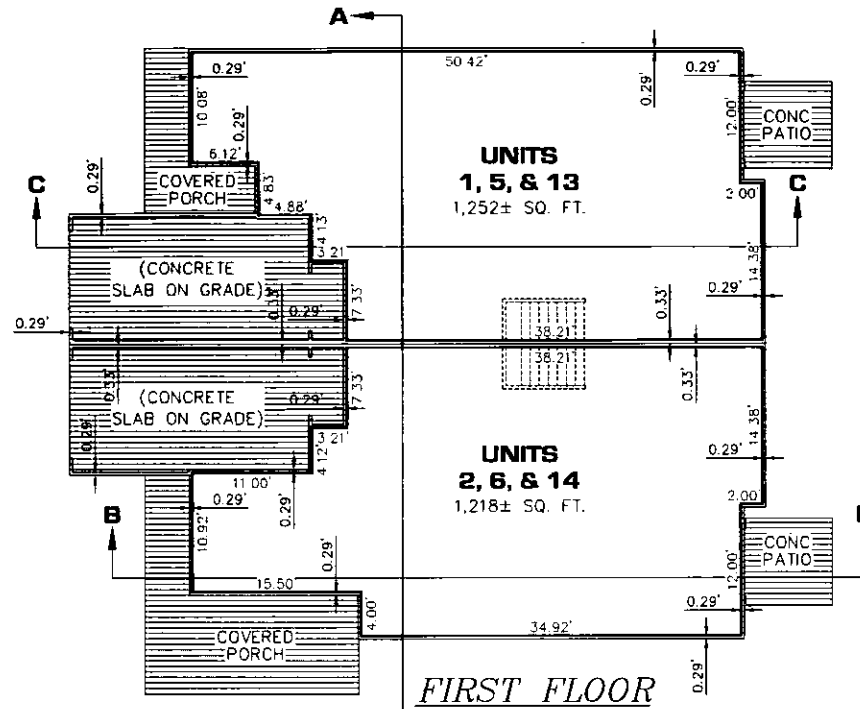
SECTION PLAN - BUILDING A

Designed By:	
Drawn By:	
GLK	
Checked By:	Date:
Plot $1" = 5'$ Scale: 09-05-2018 Date: 1210390.5J Job No.:	
Sheet No.:	
12 of 18	

MARK F. FAIRCHILD Liber: 4187 Page: 316
REGISTER OF DEEDS PAGE: 81 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
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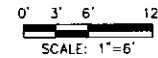
SECTION PLAN - BUILDING A

PROPOSED DATED 09-05-2018



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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

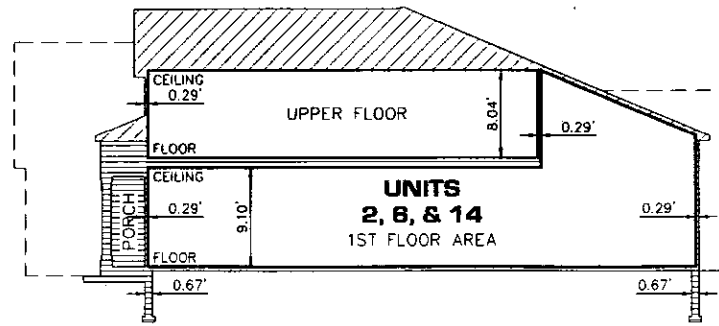
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DATE

PROPOSED DATED 09-05-2018

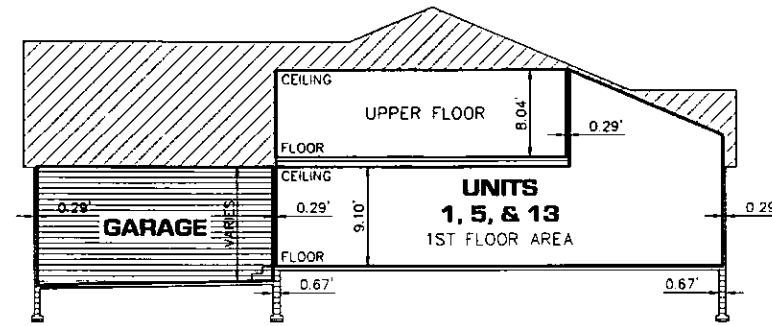
REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, T10N, R16W, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

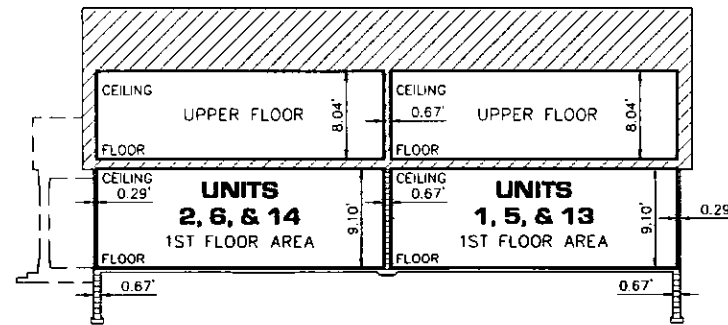
FLOOR PLAN - BUILDING B



SECTION B-B



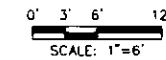
SECTION C-C



SECTION A-A

GENERAL NOTES:

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP



ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

SECTION PLAN - BUILDING B

PROPOSED DATED 09-05-2018

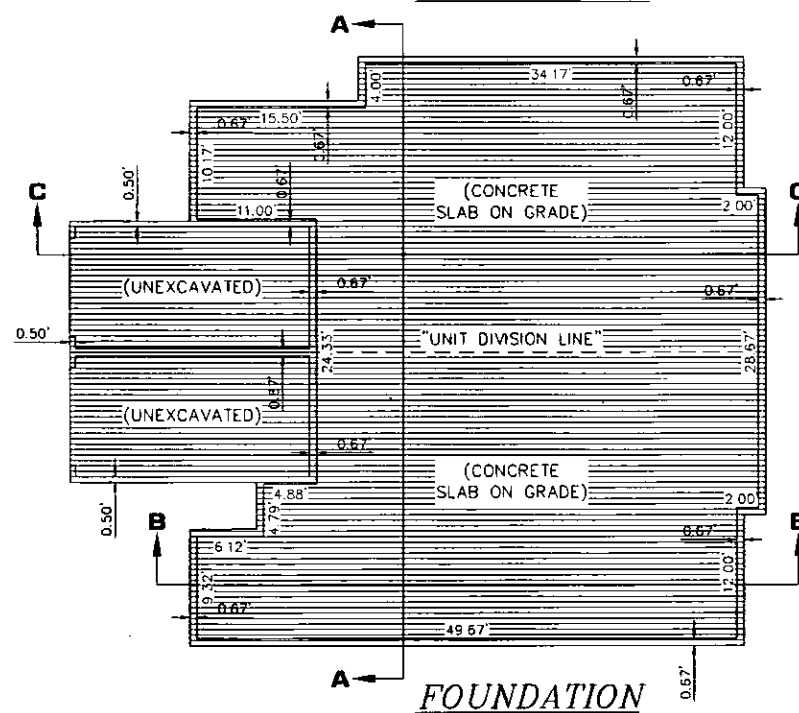
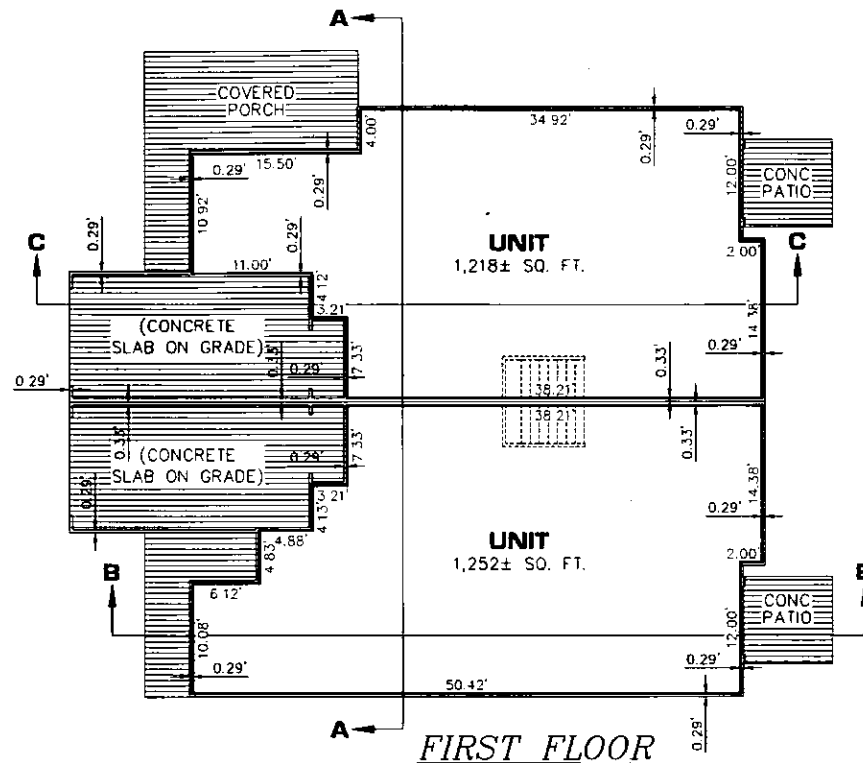
DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Kalamazoo, MI • 261-544-1155
Holland, MI • 818-398-0725
Grand Rapids, MI • 616-745-3800
www.driesen.com

REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, T10N, R16W, CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440

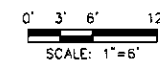
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Page: 14 of 18

MARK F. FAIRCHILD Lib: 4187 Page: 318
REGISTER OF DEEDS PAGE: 93 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESENKA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

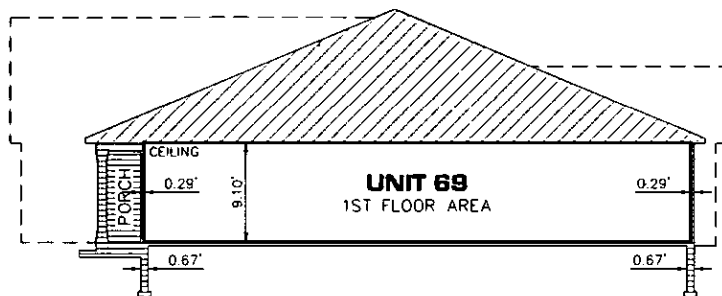
FLOOR PLAN - BUILDING C

PROPOSED DATED 09-05-2018

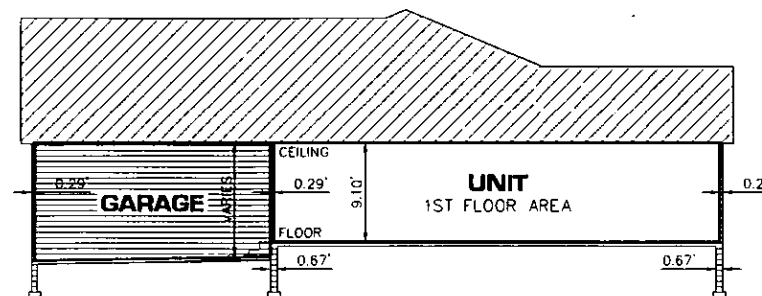
REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING C

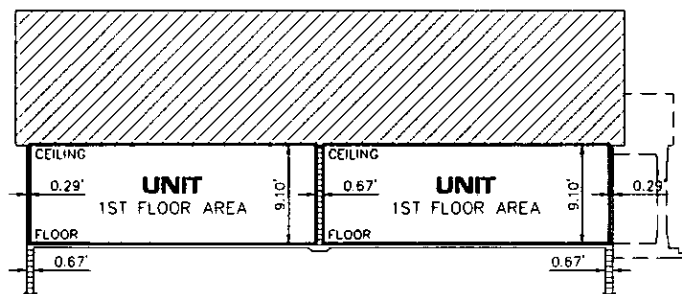
Designed By:	Alan E. Dahl
Drawn By:	Alan E. Dahl
Checked By:	Alan E. Dahl
Date:	09-05-2018
Plot:	15 of 18



SECTION B-B



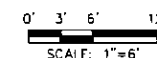
SECTION C-C



SECTION A-A

GENERAL NOTES:

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP _____



ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

SECTION PLAN - BUILDING C

PROPOSED DATED 09-05-2018

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI - 616-296-0033
Grand Rapids, MI - 616-296-0000
East Lansing, MI - 517-336-1405
Detroit, MI - 313-236-0235

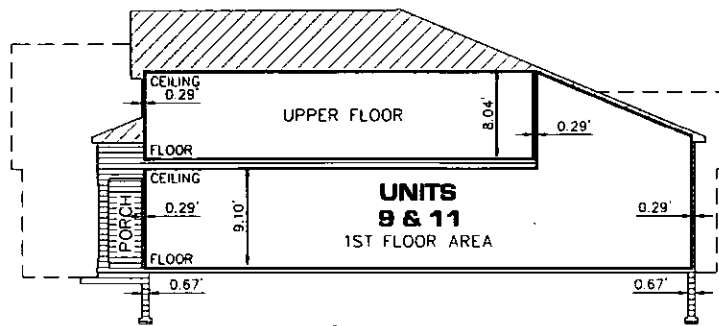
REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

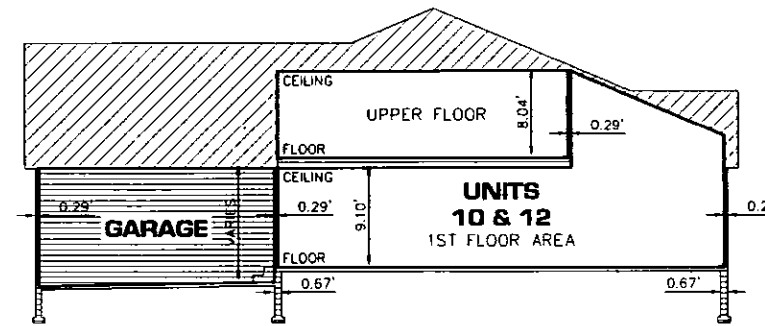
SECTION PLAN - BUILDING C

Designed By:	
Drawn By:	CLK
Checked By:	
Plot:	
Scale:	1"=6'
Date:	09-05-2018
Sheet No.:	16 of 18

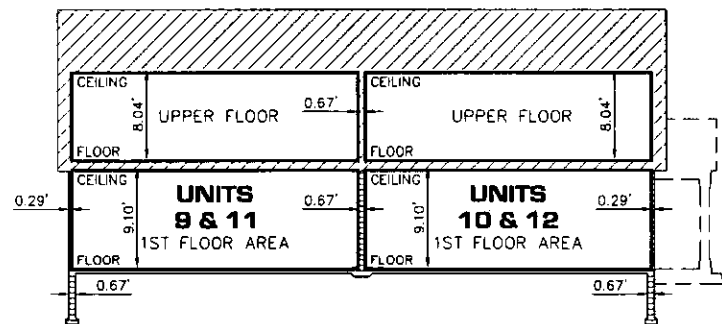
MARK F. FAIRCHILD Lib: 4187 Page: 316
REGISTER OF DEEDS PAGE: 95 of 97
Muskegon County Michigan 09/17/2018 04:39 PM
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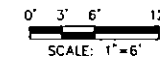
SECTION B-B



SECTION C-C



SECTION A-A



GENERAL NOTES:

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP _____



ALAN E. DAHL P.S. NO. 47948 DATE
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
SECTION PLAN - BUILDING D

Designed By	Drawn By
Checked By	Date
1"=6"	
09-05-2018	
1210390 SJ	
18 of 18	

SECTION PLAN - BUILDING D

PROPOSED DATED 09-05-2018

MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ____
EXHIBIT "B" TO THE MASTER DEED OF:

TERRACE POINT LANDING CONDOMINIUMS

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

DEVELOPER:
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEYOR & ENGINEER:
DRIESENKA & ASSOCIATES, INC.
12330 JAMES STREET, SUITE H80
HOLLAND, MICHIGAN 49424

DESCRIPTION OF TERRACE POINT LANDING CONDOMINIUMS

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 264.94 FEET FOR THE POINT OF BEGINNING (P.O.B. "D"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 105.49 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 485.54 FEET; THENCE NORTHERLY 16.64 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 41 MINUTES 16 SECONDS EAST 16.61 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 22 SECONDS EAST 10.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 97.35 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 504.95 FEET TO THE POINT OF BEGINNING. CONTAINS 1.22± ACRES (53,224± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 17 DEGREES 19 MINUTES 40 SECONDS WEST 93.73 FEET FOR THE POINT OF BEGINNING (P.O.B. "E"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 108.54 FEET; THENCE NORTHWESTERLY 52.38 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 41 MINUTES 30 SECONDS WEST 51.05 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 68.57 FEET; THENCE NORTHWESTERLY 32.08 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 26 DEGREES 13 MINUTES 06 SECONDS WEST 31.95 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 35 SECONDS EAST 11.16 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 87.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 81.70 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 73.39 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 149.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE SOUTH 27 DEGREES 27 MINUTES 55 SECONDS WEST 111.99 FEET TO THE POINT OF BEGINNING. CONTAINS 0.62± ACRES (26,807± SQ. FT.)

ALSO, RECOMMENCE AT POINT "H"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 8.00 FEET FOR THE POINT OF BEGINNING (P.O.B. "F"); THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 100.00 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 216.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 108.21 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 49 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 6.61 FEET; THENCE SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 57 MINUTES 36 SECONDS EAST 21.87 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 196.65 FEET; THENCE SOUTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 34 MINUTES 05 SECONDS EAST 24.04 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 299.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.01± ACRES (44,063± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.58 FEET FOR THE POINT OF BEGINNING (P.O.B. "G"); THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET; THENCE WESTERLY 13.53 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 45 MINUTES 46 SECONDS WEST 13.51 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 47 DEGREES 19 MINUTES 10 SECONDS EAST 0.67 FEET; THENCE SOUTHERLY 13.37 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 38 MINUTES 58 SECONDS EAST 13.30 FEET; THENCE SOUTH 17 DEGREES 17 MINUTES 45 SECONDS EAST 68.57 FEET; THENCE SOUTHEASTERLY 103.97 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 41 MINUTES 30 SECONDS EAST 101.35 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 88.51 FEET TO THE POINT OF BEGINNING. CONTAINS 0.26± ACRES (11,480± SQ. FT.).

SHEET INDEX

1. COVER SHEET A
2. COVER SHEET B
3. SURVEY PLAN OVERVIEW A
4. SURVEY PLAN OVERVIEW B
5. SURVEY PLAN A
6. SURVEY PLAN B
7. SURVEY PLAN C
8. SITE PLAN
9. UTILITY PLAN
10. FLOODPLAIN PLAN
11. FLOOR PLAN – BUILDING A
12. SECTION PLAN – BUILDING A
13. FLOOR PLAN – BUILDING B
14. SECTION PLAN – BUILDING B
15. FLOOR PLAN – BUILDING C
16. SECTION PLAN – BUILDING C
17. FLOOR PLAN – BUILDING D
18. SECTION PLAN – BUILDING D

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.



Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESENKA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

Scale:
09-05-2018
Date:
1210390.5J
Job No:

Sheet No:
1
of 18

COVER SHEET A

PROPOSED DATED 09-05-2018

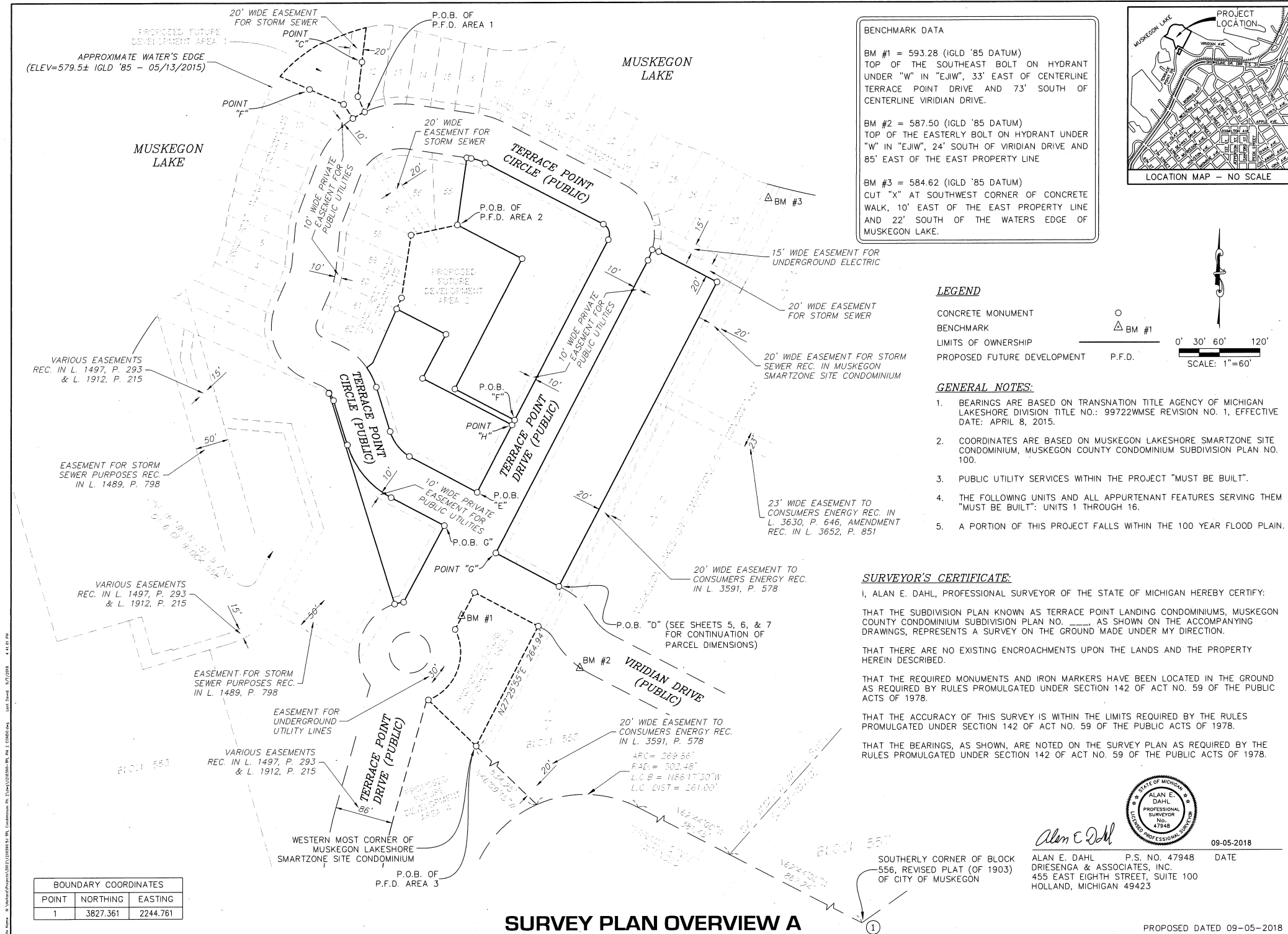
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Grand Rapids, MI - 616-749-3800
Kalamazoo, MI - 269-544-1455
Detroit, MI - 616-386-0255

REVISIONS	
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, 110M, 160W CITY OF MUSKEGON, MUSKEGON CO.
MICHIGAN
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

COVER SHEET A

Designed By:	
Drawn By:	GLK
Checked By:	Date:
Plot:	



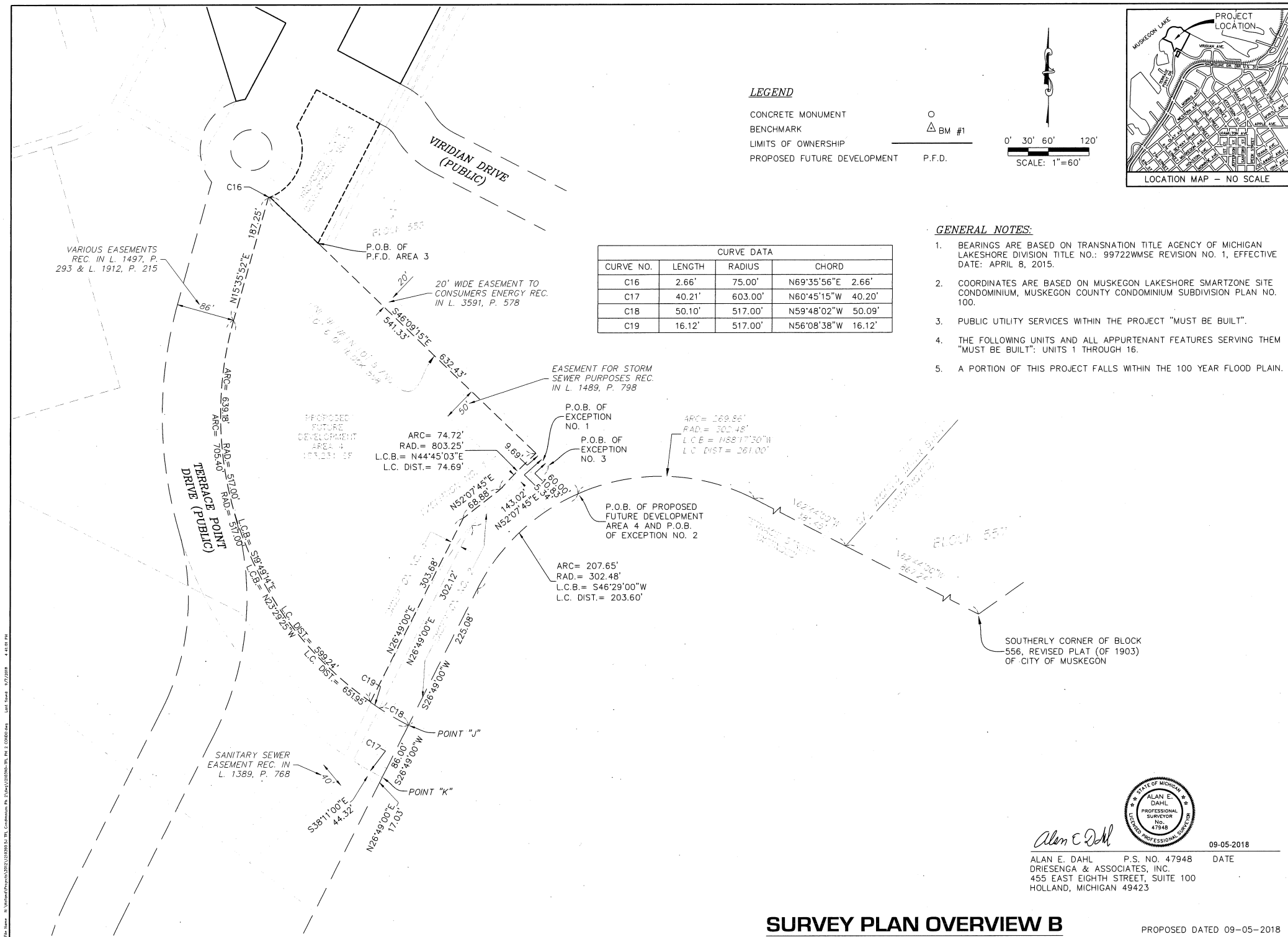
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SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
SURVEY PLAN OVERVIEW A

Designed By:	
Drawn By:	
GLK	
Checked By:	Date:
Plot:	
1"=60'	
Scale:	
09-05-2018	
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3 of 18	



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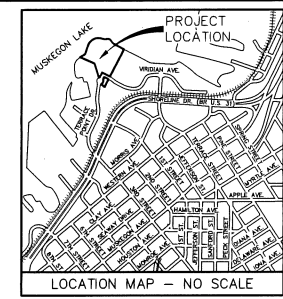
www.driesenga.com

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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEY PLAN OVERVIEW B

Designed By:	
Drawn By:	
GLK	
Checked By:	Date:
Plot:	
1"=60'	
Scale:	
09-05-2018	
Date:	
1210390.5J	
Job No.:	
Sheet No.:	
4 of 18	



CURVE DATA			
CURVE NO.	LENGTH	RADIUS	CHORD
C20	16.64'	83.00'	N21°41'16"E 16.61'
C21	52.38'	67.00'	N39°41'30"W 51.05'
C22	32.08'	103.00'	N26°13'06"W 31.95'
C23	21.97'	67.00'	S71°57'36"E 21.87'
C24	26.70'	17.00'	S17°34'05"E 24.04'
C25	13.53'	75.00'	S77°45'46"W 13.51'
C26	13.37'	37.00'	S27°38'58"E 13.30'
C27	103.97'	133.00'	S39°41'30"E 101.35'

BOUNDARY COORDINATES			BOUNDARY COORDINATES		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
2	5460.619	843.318	59	5492.779	741.155
3	5505.470	756.910	60	5151.308	489.551
4	5508.217	747.295	61	5202.117	489.551
23	5299.030	271.459	62	5241.403	361.032
24	5298.573	270.963	63	5306.872	340.647
30	5644.465	473.455	64	5643.470	479.993
31	5545.437	459.543	65	5636.699	500.786
32	5530.752	391.421	66	5546.105	675.320
33	5438.217	377.485	67	5523.185	682.577
34	5342.391	335.340	68	5102.360	440.959
35	5335.535	326.531	69	4989.552	381.198
56	5003.780	486.058	70	4986.789	368.048
57	5012.445	610.690	71	5287.249	277.631
58	5061.829	517.468	72	5221.781	298.017
			73	5143.795	362.743

- GENERAL NOTES:**
- BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 - COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 - PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 - THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 - A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE NUMBER
- CONCRETE MONUMENT
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT P.F.D.



ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

P.S. NO. 47948
DATE 09-05-2018

SURVEY PLAN A

PROPOSED DATED 09-05-2018

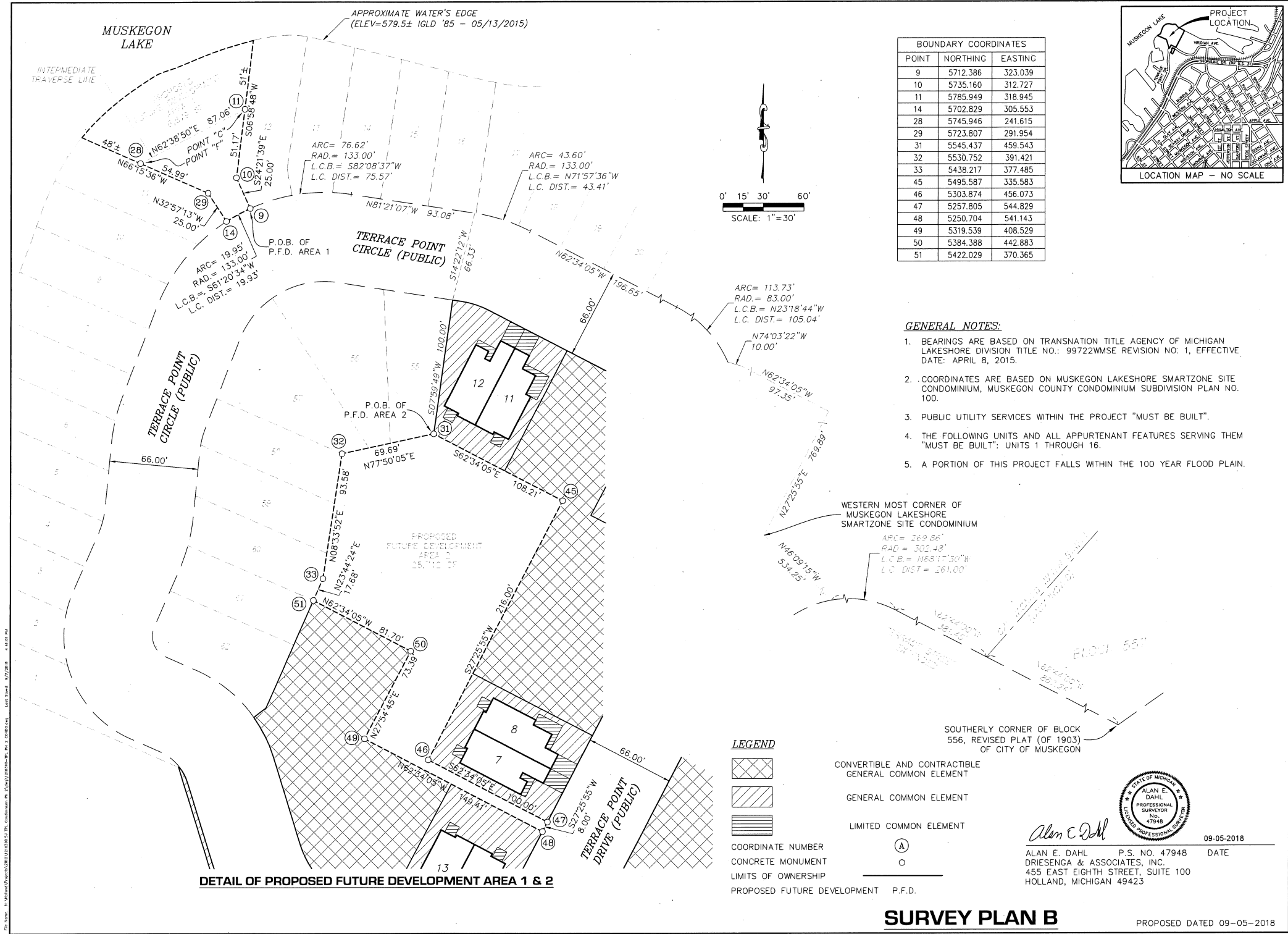
DRIESEN & ASSOCIATES, INC.
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Grand Rapids, MI - 616-396-0255

REVISIONS	
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKEGON, MUSKEGON CO.
75 W WALTON AVE, SUITE 4
MUSKEGON, MICHIGAN 49440

Designed By: _____
Drawn By: GLK
Checked By: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
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Job No.: _____
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5 of 18



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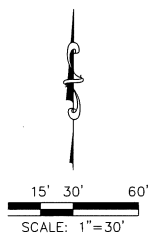
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEY PLAN B

Designed By: _____
Drawn By: GLK
Checked By: _____ Date: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
1210390.5J
Job No.: _____
Sheet No.: _____

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LEGEND



CONVERTIBLE AND CONTRACTIBLE
GENERAL COMMON ELEMENT



GENERAL COMMON ELEMENT



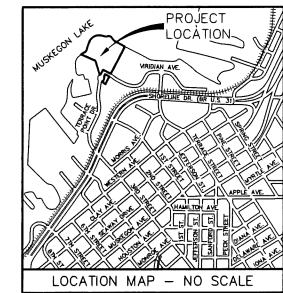
LIMITED COMMON ELEMENT

COORDINATE NUMBER
CONCRETE MONUMENT
LIMITS OF OWNERSHIP

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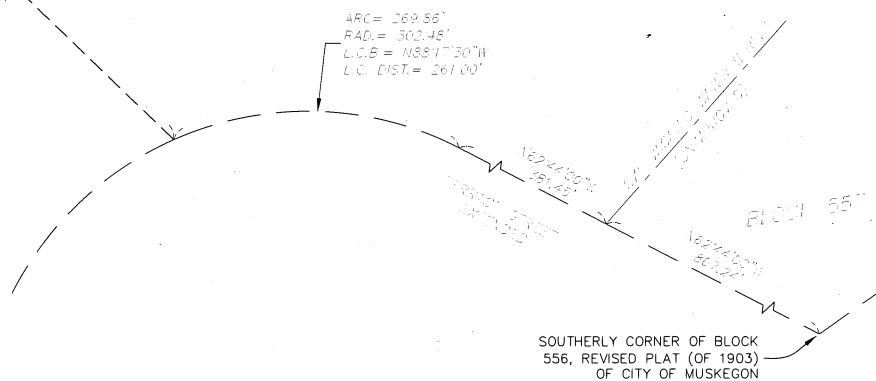
PROPOSED FUTURE DEVELOPMENT P.F.D.

BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
52	4953.864	580.283
53	4777.293	488.632
54	4845.361	417.765
55	4949.293	457.193
56	5003.780	486.058



GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.



SOUTHERLY CORNER OF BLOCK
556, REVISED PLAT (OF 1903)
OF CITY OF MUSKOGON



Alan E. Doherty

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE _____

DSEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
 TERRACE POINT LANDING, LLC
 75 W. WALTON AVE., SUITE A
 MUSKOGEE, MICHIGAN 49440

SURVEY PLAN C

SURVEY PLAN C

Designed By:

Drawn By:

GLK	
Checked By:	Date:

Plot:

 $1'' = 30'$

Scale:

09-05-2
Date:

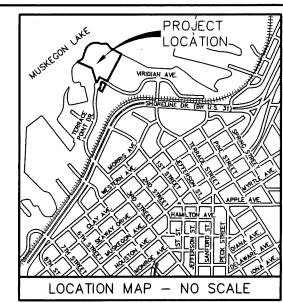
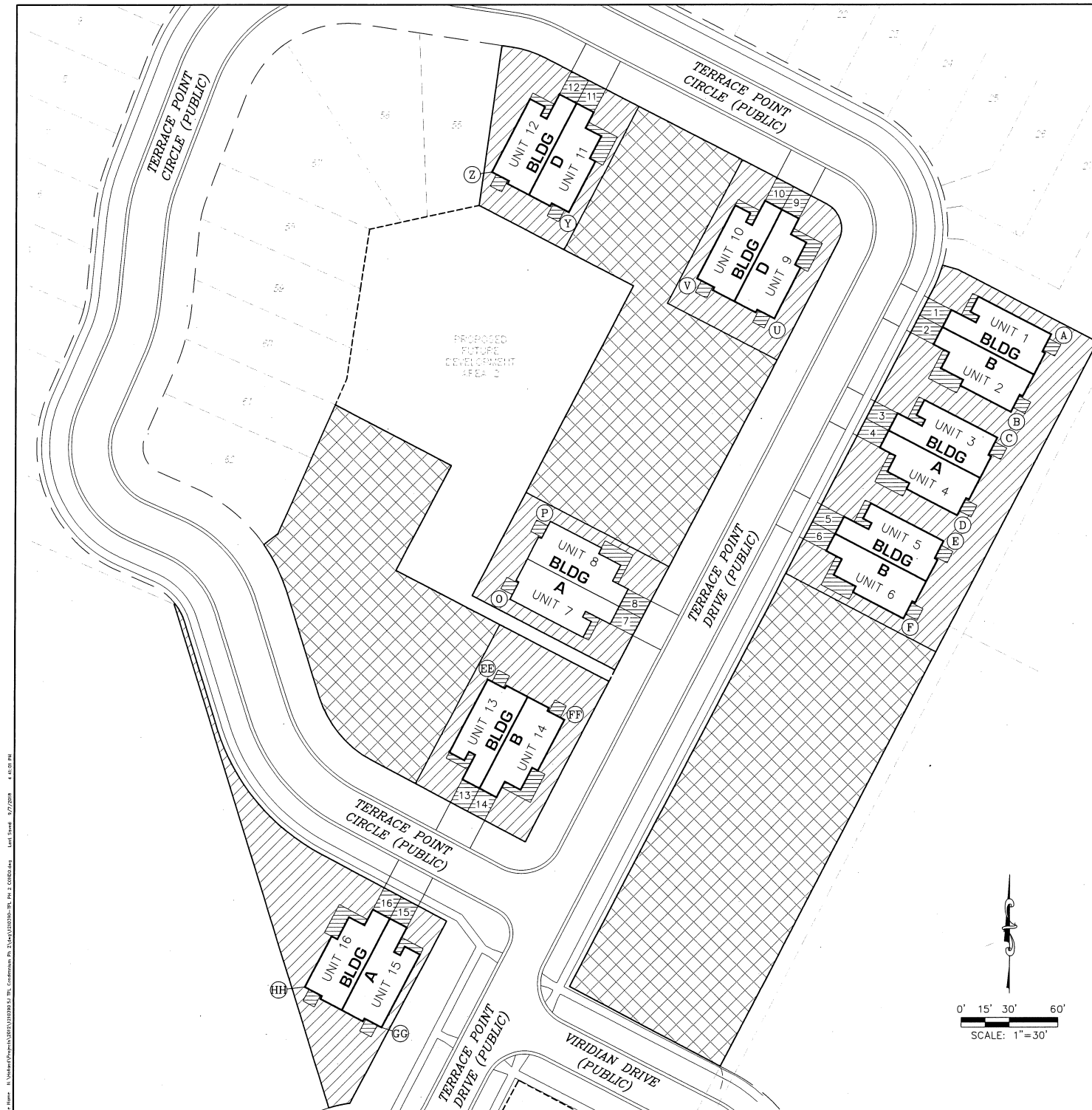
1210390.

Sheet No.:

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SURVEY PLAN C

PROPOSED DATED 09-05-2018



BUILDING COORDINATES		
POINT	NORTHING	EASTING
A	5465.296	814.772
B	5417.368	789.894
C	5401.392	781.602
D	5353.464	7556.724
E	5337.488	748.432
F	5289.560	723.554
O	5301.727	479.746
P	5349.655	504.623
U	5475.208	642.599
V	5500.085	594.671
Y	5541.228	515.406
Z	5566.106	467.478
EE	5251.964	465.923
FF	5226.886	513.747
GG	5036.537	400.726
HH	5061.615	352.902

- GENERAL NOTES:**
- BEARINGS ARE BASED ON TRANSTATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 - COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 - PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 - THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 - A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

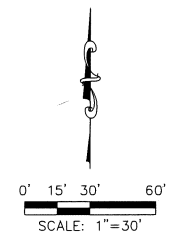
CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

COORDINATE NUMBER **A**

LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

DATE 09-05-2018

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REVISIONS

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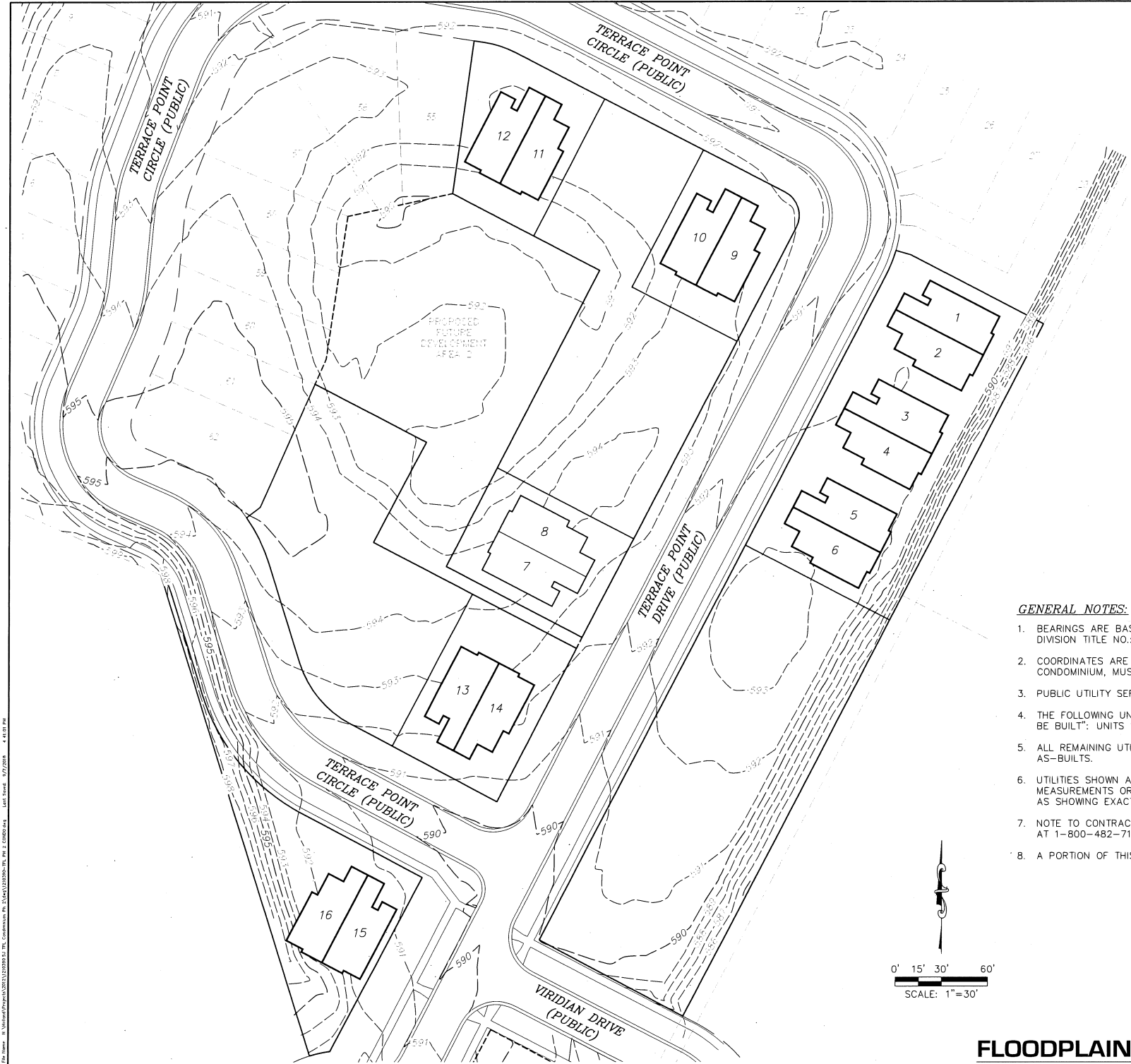
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE 4
MUSKEGON, MICHIGAN 49440

SITE PLAN

Designed By: _____
Drawn By: CLK
Checked By: _____ Date: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
1210390.5J
Job No.: _____
Sheet No.: _____

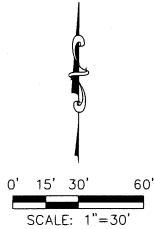
8 of 18

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GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKOGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKOGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
5. ALL REMAINING UTILITIES NOT SHOWN AND METER LOCATIONS TO BE SHOWN ON AS-BUILTS.
6. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
7. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-482-7171.
8. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.



Alan E. Dahl

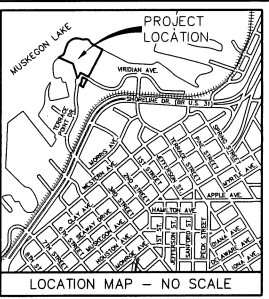
ALAN E. DAHL P.S. NO. 47948
DRIESENKA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

FLOODPLAIN PLAN

PROPOSED DATED 09-05-2018

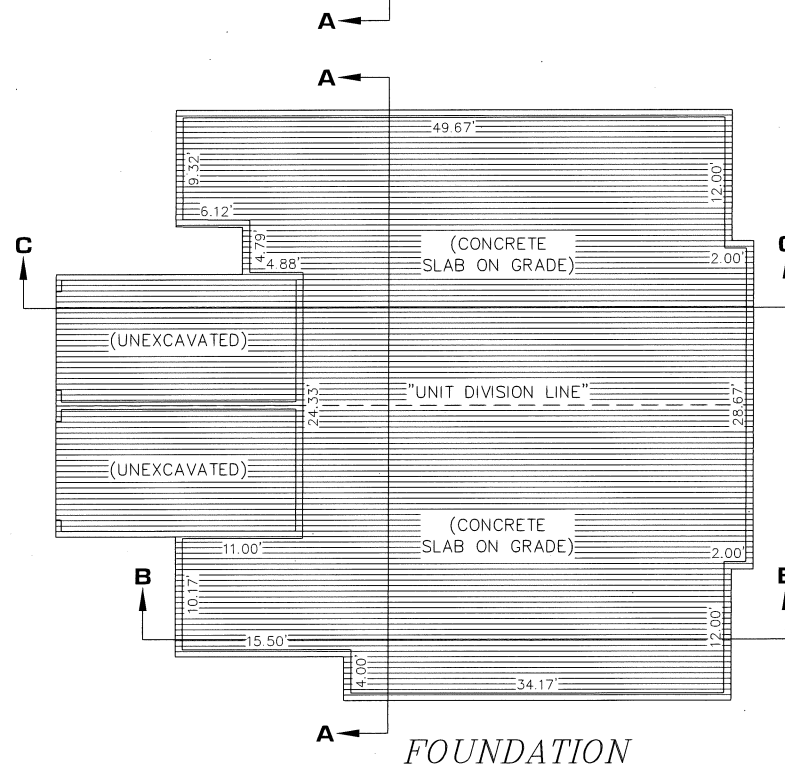
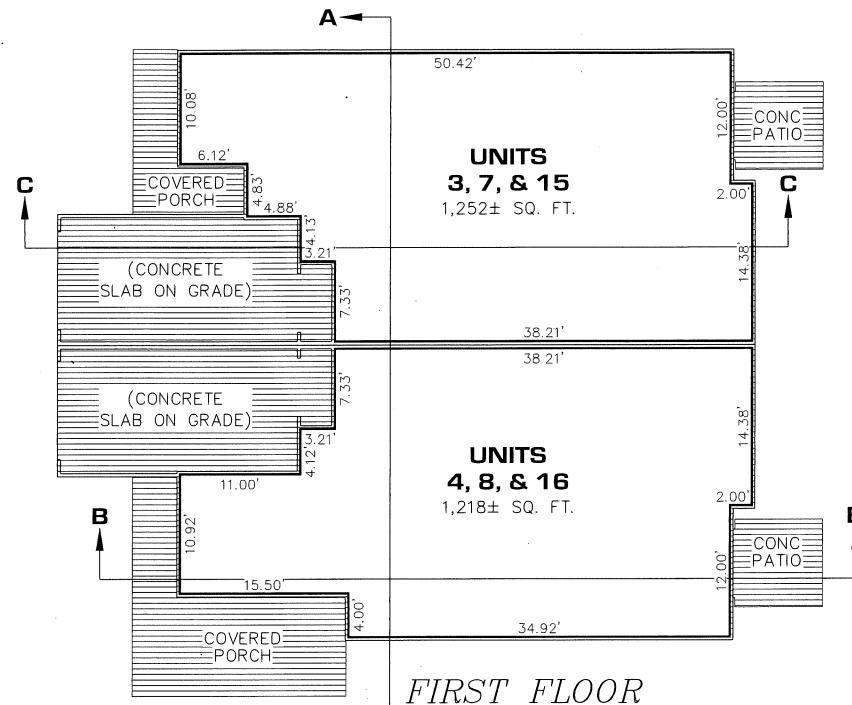


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REVISIONS	
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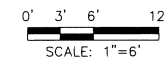
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKOGON, MUSKOGON CO.
TERRACE POINT LANDING, LLC
755 WALTON AVENUE, SUITE 100
MUSKOGON, MICHIGAN 49440
FLOODPLAIN PLAN

Designed By: _____
Drawn By: GLK
Checked By: _____ Date: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
1210390.dwg
Job No.: _____
Sheet No.: _____
10
of 18



GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
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LEGEND



LIMITS OF OWNERSHIP



Alan E Do

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE _____

Designed By:

Drawn By:

GLK	
Checked By	D

Plot:

1"=6'

Scale:

09-0

Date: _____

1210:

Job No. _____

Sheet No.

11

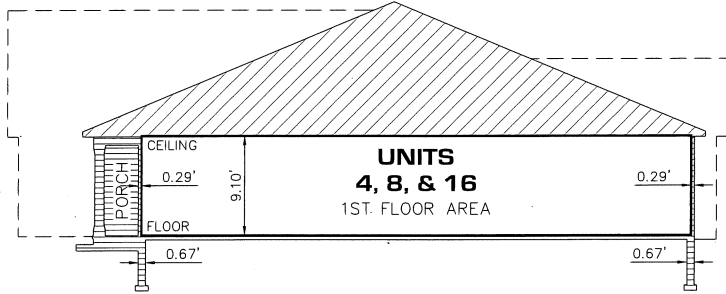
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A

MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING A

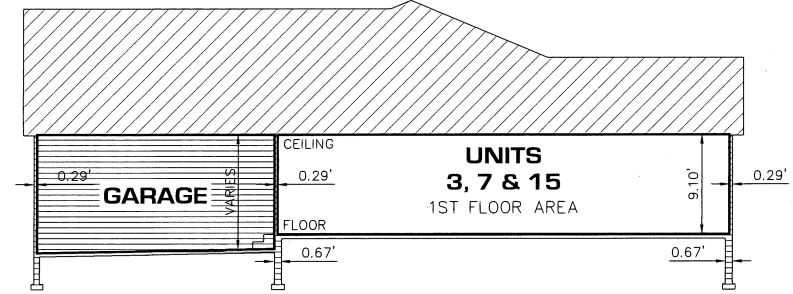


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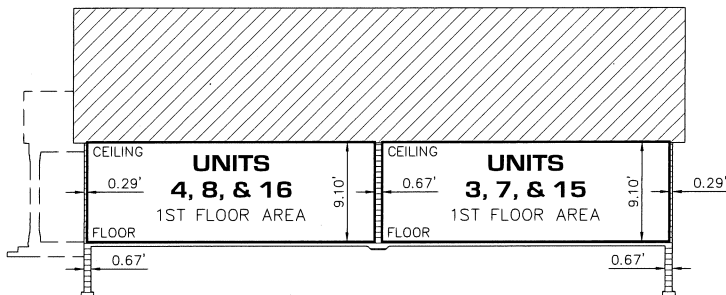
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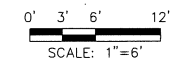
SECTION B-B



SECTION C-C



SECTION A-A



LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

- GENERAL NOTES:**
1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
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Alan E. Dahl

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DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018
DATE

1210390.5J
Job No.

SECTION PLAN - BUILDING A

PROPOSED DATED 09-05-2018

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Detroit, MI - 616-396-0255

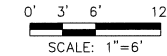
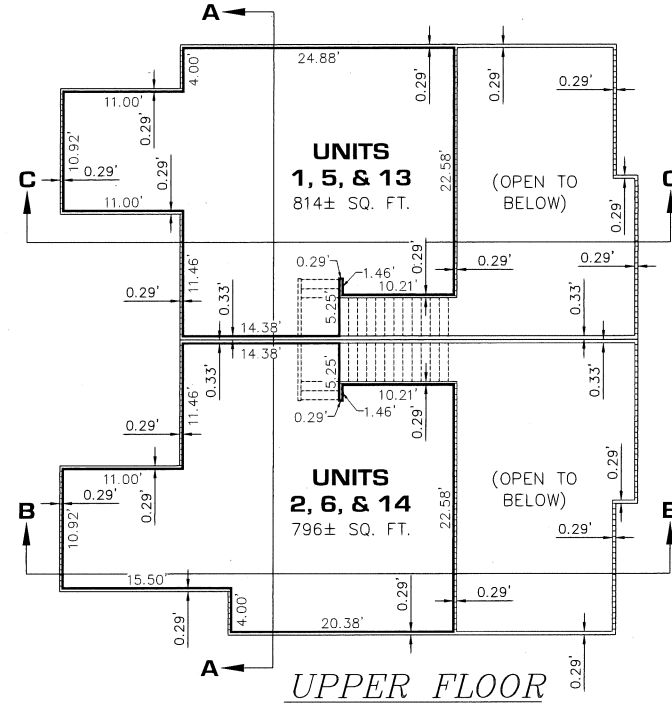
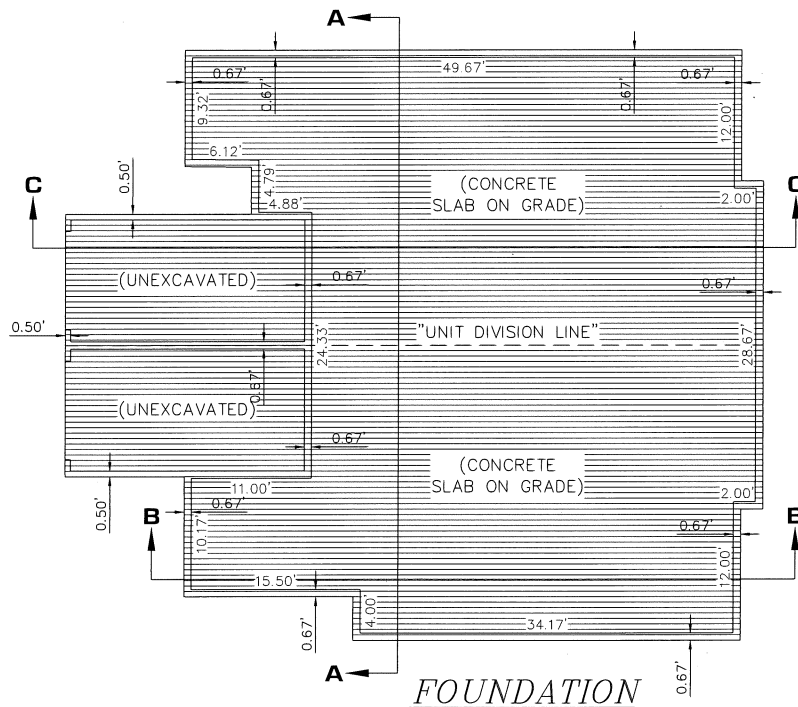
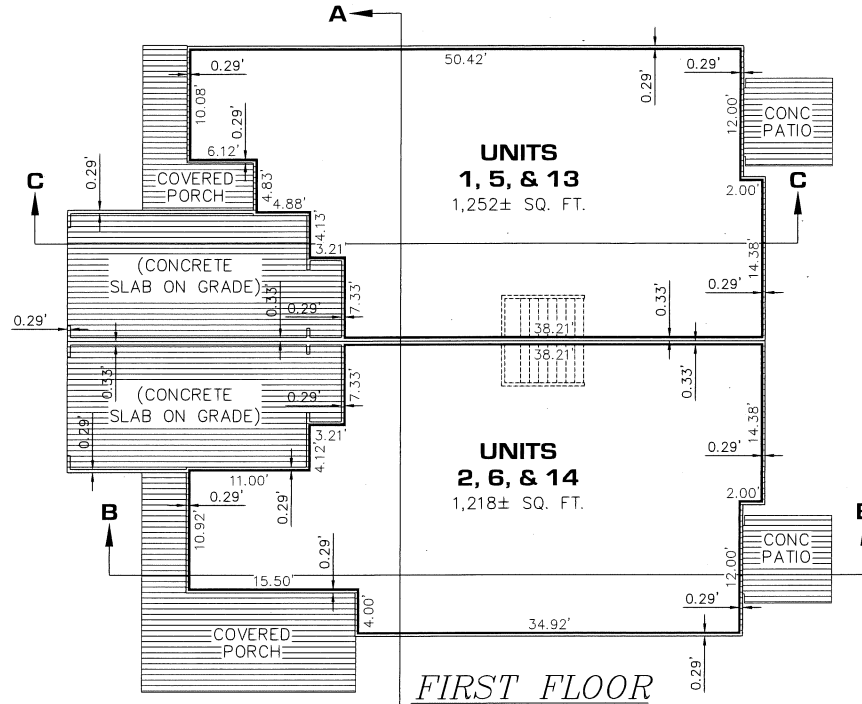
REVISIONS	
1	

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
7777 W. 122ND, SUITE A
MUSKEGON, MICHIGAN 49440

SECTION PLAN - BUILDING A

Designed By: _____
Drawn By: GLK
Checked By: _____ Date: _____
Plot: _____
1"=6"
Scale: _____
09-05-2018
Date: _____
1210390.5J
Job No.: _____
Sheet No.: _____

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GENERAL NOTES:

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LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP 



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423
DATE
09-05-2018
1210390.5J
JOB NO.

FLOOR PLAN - BUILDING B

PROPOSED DATED 09-05-2018

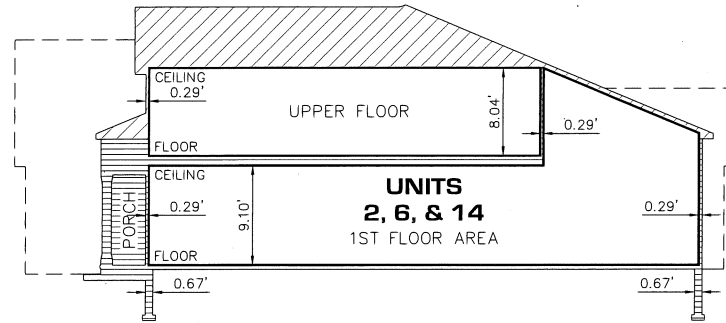
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Grand Rapids, MI - 616-749-3800
Detroit, MI - 616-396-0255

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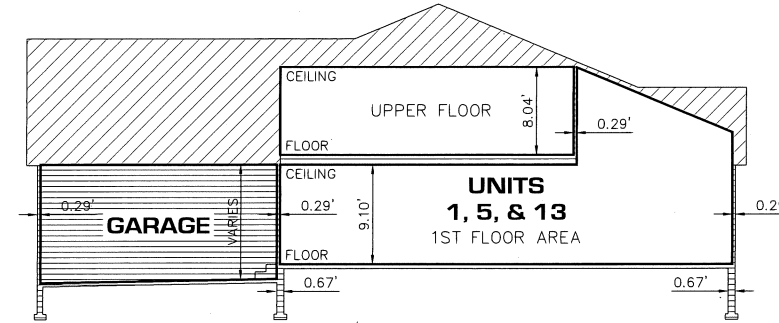
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
700 W. MAIN ST., SUITE 300
MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING B

Designed By:
Drawn By: GLK
Checked By: Date:
Plot:
1"=6'
Scale:
09-05-2018
Date:
1210390.5J
Job No:

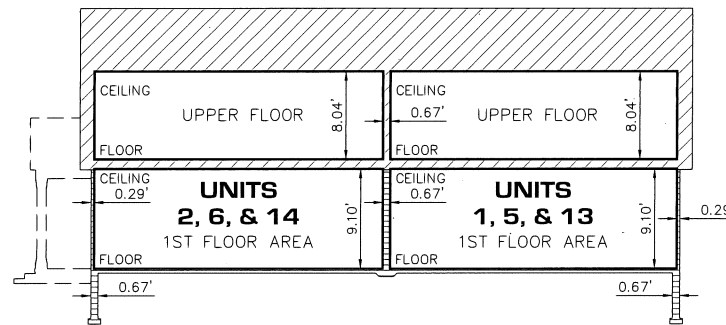
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of 18



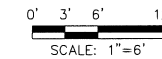
SECTION B-B



SECTION C-C



SECTION A-A



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

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ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

SECTION PLAN - BUILDING B

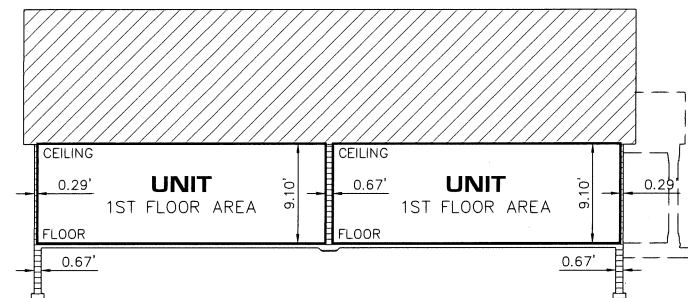
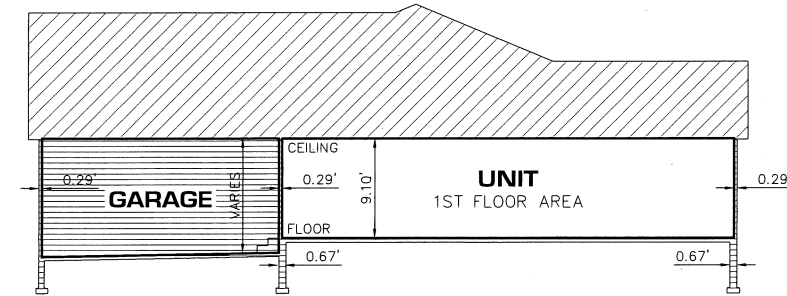
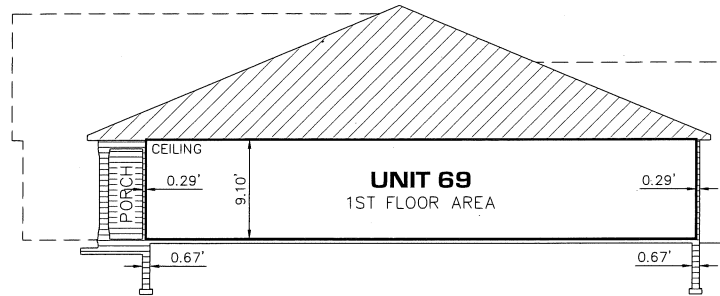
PROPOSED DATED 09-05-2018

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Grand Rapids, MI - 616-749-3800
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REVISIONS
1

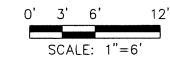
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
7000 W. 13TH AVE., SUITE 100
MUSKEGON, MICHIGAN 49440

Designed By:
Drawn By: CLK
Checked By: CLK
Date:
Plot:
1"=6'
Scale:
09-05-2018
Date:
1210390.5J
Job No.:
Sheet No.:
14
of 18



- GENERAL NOTES:

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LEGEND



LIMITS OF OWNERSHIP _____



Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE _____

Designed By:

Drawn By:

GLK	
Checked By:	Da

Plot:

1"=6'

Scale:

Date: _____

12103

Job No.:

10

Sheet N

16 of 18

SECTION PLAN - BUILDING C

PROPOSED DATED 09-05-2018

REVISIONS

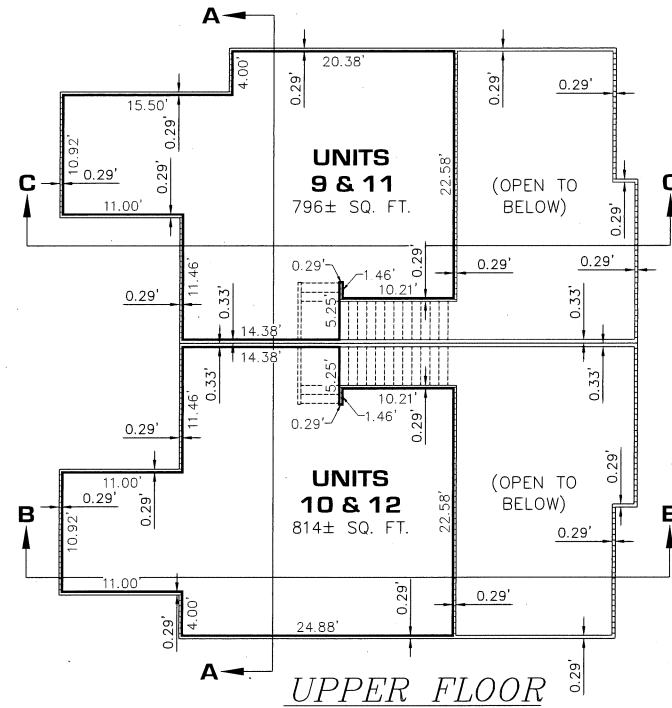
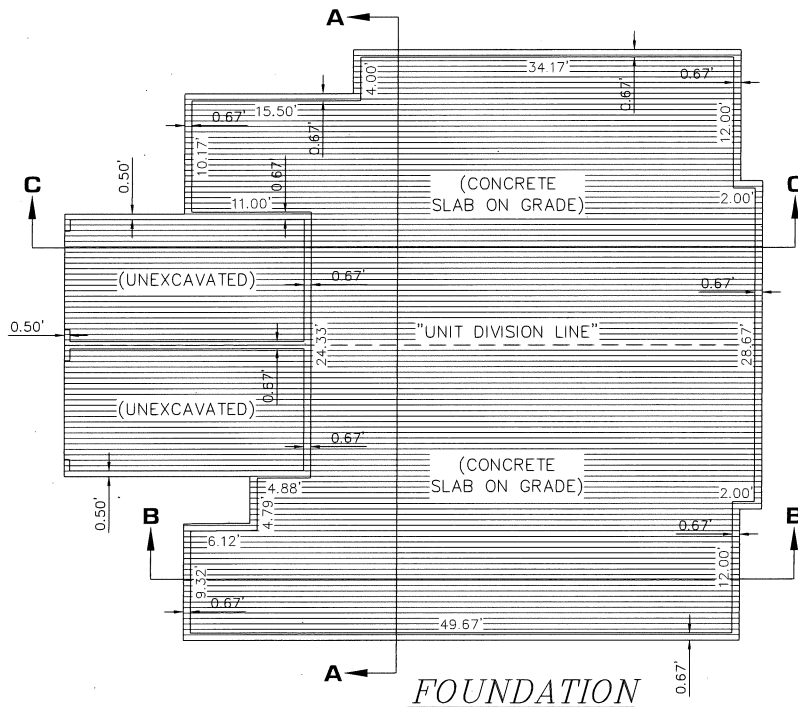
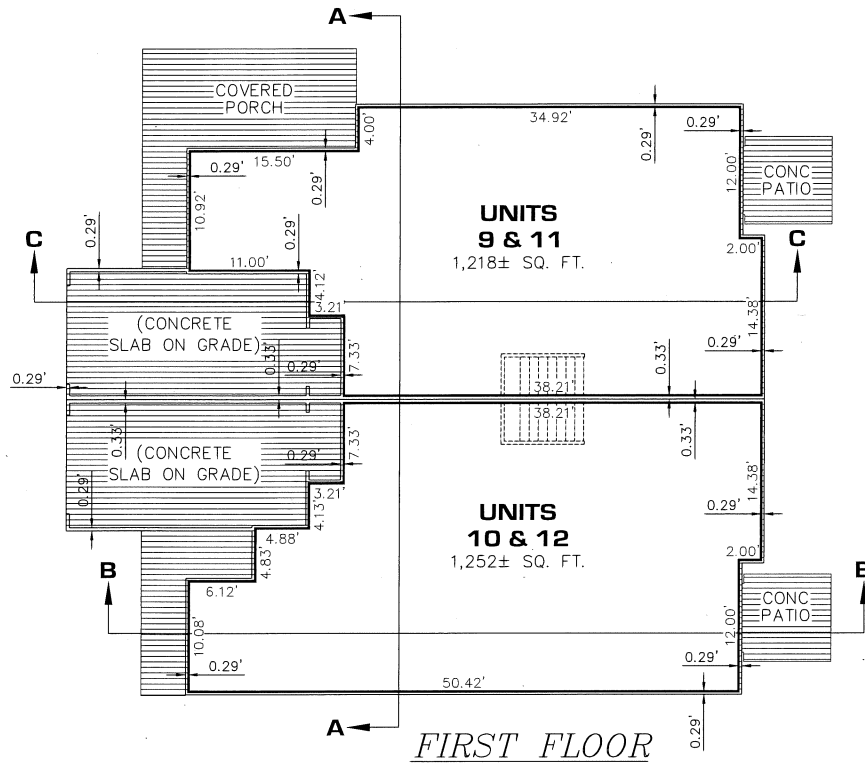
FACE POINT LANDING CONDOMINIUMS
UNION, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE, POINT LANDING, LLC
755 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440

SECTION PLAN - BUILDING C

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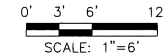
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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

FLOOR PLAN - BUILDING D

PROPOSED DATED 09-05-2018

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Grand Rapids, MI - 616-749-3800
Detroit, MI - 616-396-0255

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1	

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKEGON, MUSKEGON CO.
755 WALTON AVENUE, SUITE 100
MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING D

Designed By:
Drawn By: CLK
Checked By: Date:
Plot:
1"=6'
Scale:
09-05-2018
Date:
1210390.5J
Job No.:
Sheet No.:

17 of 18

MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ____
EXHIBIT "B" TO THE MASTER DEED OF:

TERRACE POINT LANDING CONDOMINIUMS

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

DEVELOPER:
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEYOR & ENGINEER:
DRIESEN & ASSOCIATES, INC.
12330 JAMES STREET, SUITE H80
HOLLAND, MICHIGAN 49424

DESCRIPTION OF TERRACE POINT LANDING CONDOMINIUMS

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 264.94 FEET FOR THE POINT OF BEGINNING (P.O.B. "D"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 105.49 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 485.54 FEET; THENCE NORTHERLY 16.64 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 41 MINUTES 16 SECONDS EAST 16.61 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 22 SECONDS EAST 10.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 97.35 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 504.95 FEET TO THE POINT OF BEGINNING. CONTAINS 1.22± ACRES (53,224± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 17 DEGREES 19 MINUTES 40 SECONDS WEST 93.73 FEET FOR THE POINT OF BEGINNING (P.O.B. "E"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 108.54 FEET; THENCE NORTHWESTERLY 52.38 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 41 MINUTES 30 SECONDS WEST 51.05 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 68.57 FEET; THENCE NORTHWESTERLY 32.08 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 26 DEGREES 13 MINUTES 06 SECONDS WEST 31.95 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 35 SECONDS EAST 11.16 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 87.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 81.70 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 73.39 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 149.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE SOUTH 27 DEGREES 27 MINUTES 55 SECONDS WEST 111.99 FEET TO THE POINT OF BEGINNING. CONTAINS 0.62± ACRES (26,807± SQ. FT.)

ALSO, RECOMMENCE AT POINT "H"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 8.00 FEET FOR THE POINT OF BEGINNING (P.O.B. "F"); THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 100.00 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 216.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 108.21 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 49 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 6.61 FEET; THENCE SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 57 MINUTES 36 SECONDS EAST 21.87 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 196.65 FEET; THENCE SOUTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 34 MINUTES 05 SECONDS EAST 24.04 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 299.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.01+ ACRES (44,063+ SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 88.58 FEET FOR THE POINT OF BEGINNING (P.O.B. "G"); THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET; THENCE WESTERLY 15.53 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 45 MINUTES 46 SECONDS WEST 13.51 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 47 DEGREES 19 MINUTES 10 SECONDS EAST 0.67 FEET; THENCE SOUTHERLY 13.37 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 38 MINUTES 58 SECONDS EAST 13.30 FEET; THENCE SOUTH 17 DEGREES 17 MINUTES 45 SECONDS EAST 68.57 FEET; THENCE SOUTHEASTERLY 103.97 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 41 MINUTES 30 SECONDS EAST 101.35 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 88.51 FEET TO THE POINT OF BEGINNING. CONTAINS 0.26+ ACRES (11,480+ SQ. FT.).

SHEET INDEX

1. COVER SHEET A
2. COVER SHEET B
3. SURVEY PLAN OVERVIEW A
4. SURVEY PLAN OVERVIEW B
5. SURVEY PLAN A
6. SURVEY PLAN B
7. SURVEY PLAN C
8. SITE PLAN
9. UTILITY PLAN
10. FLOODPLAIN PLAN
11. FLOOR PLAN - BUILDING A
12. SECTION PLAN - BUILDING A
13. FLOOR PLAN - BUILDING B
14. SECTION PLAN - BUILDING B
15. FLOOR PLAN - BUILDING C
16. SECTION PLAN - BUILDING C
17. FLOOR PLAN - BUILDING D
18. SECTION PLAN - BUILDING D

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.

Alan E. Dahl

Alan E Dahl
ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

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of 18

COVER SHEET A

PROPOSED DATED 09-05-2018

REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, TION, HIGH CITY OF MUSKEGON, MUSKEGON C
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

COVER SHEET A

Designed By:	
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09-05-2018	
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1 of 18	

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THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE NORTH 81 DEGREES 21 MINUTES 07 SECONDS WEST 93.08 FEET; THENCE WESTERLY 76.62 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 82 DEGREES 08 MINUTES 37 SECONDS WEST 75.57 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 19.95 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 61 DEGREES 20 MINUTES 34 SECONDS WEST 19.93 FEET; THENCE NORTH 32 DEGREES 57 MINUTES 13 SECONDS WEST 25.00 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 54.99 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE, NORTH 62 DEGREES 38 MINUTES 50 SECONDS EAST 87.06 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE SOUTH 06 DEGREES 58 MINUTES 48 SECONDS WEST 51.17 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 39 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF MUSKEGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 0.20± ACRES (8,679± SQ. FT.)

THAT PART OF BLOCK 556 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.80 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 108.21 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 216.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 8.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 149.41 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 45 SECONDS EAST 73.39 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 81.70 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 17.68 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 52 SECONDS EAST 93.58 FEET; THENCE NORTH 77 DEGREES 50 MINUTES 05 SECONDS EAST 69.69 FEET TO THE POINT OF BEGINNING. CONTAINS 0.59± ACRES (25,712± SQ. FT.)

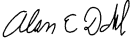
THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKOGON, MUSKOGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKOGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKOGON LAKESHORE SMARTZONE SITE CONDOMINIUM FOR THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 98.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 125.20 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 46 MINUTES 30 SECONDS EAST 111.16 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 61.66 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 106.63 FEET TO THE WEST LINE OF MUSKOGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 198.94 FEET TO THE POINT OF BEGINNING. CONTAINS 0.39± ACRES (17,073± SQ. FT.)

THAT PART OF LOT 5, BLOCK 558 AND THAT PART OF LOT 10 BLOCK 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKOGEE, DESCRIBED AS: COMMENCE AT INTERSECTION OF NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557, EXTENDED TO CENTERLINE OF VACATED WATER STREET, THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET ALONG NORTHEASTERLY LINE OF TERRACE STREET, THENCE WESTERLY ALONG THE NORTH LINE OF TERRACE STREET ALONG A CURVE TO LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 269.86 FEET AND A LONG CHORD OF NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO POINT OF BEGINNING, THENCE CONTINUING ALONG CURVE TO THE LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 207.65 FEET AND A LONG CHORD OF SOUTH 46 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET; THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST 225.08 FEET ALONG NORTHWESTERLY LINE OF TERRACE STREET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 517 FEET, AN ARC DISTANCE OF 705.40 FEET AND A LONG CHORD OF NORTH 23 DEGREES 29 MINUTES 25 SECONDS WEST 651.95 FEET; THENCE NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST 187.25 FEET, THENCE EASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75 FEET, AN ARC DISTANCE OF 2.66 FEET AND A LONG CHORD OF NORTH 69 DEGREES 35 MINUTES 56 SECONDS EAST 2.66 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST 632.43 FEET ALONG THE NORTHEASTERLY LINE OF LOT 5 OF SAID BLOCK 558 TO POINT OF BEGINNING.

ALSO, EXCEPT THE FOLLOWING DESCRIBED PARCEL

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKOGEE, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET, EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 15 MINUTES 30 SECONDS WEST 261.00 FEET) FOR POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF SAID 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 207.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 39 DEGREES 20 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS SOUTH 46 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET); THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET, 225.07 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE; TO A POINT HEREINAFTER REFERRED TO AS POINT "J"; THENCE CONTINUE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TERRACE POINT DRIVE TO A POINT HEREINAFTER REFERRED TO AS POINT "K"; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 603.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 40.21 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 3 DEGREES 49 MINUTES 14 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 60 DEGREES 45 MINUTES 15 SECONDS WEST 40.20 FEET); SOUTH 38 DEGREES 11 MINUTES 00 SECONDS EAST 44.32 FEET TO SAID NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 17.03 FEET TO THE ABOVE MENTIONED POINT "K"; THENCE CONTINUE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE ABOVE MENTIONED POINT "J"; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 50.10 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 5 DEGREES 33 MINUTES 10 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 59 DEGREES 48 MINUTES 02 SECONDS WEST 50.09 FEET); THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 302.12 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 143.02 FEET TO SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE, 60.00 FEET TO POINT OF BEGINNING.

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKOGEE, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET); THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE THE FOLLOWING TWO COURSES BEING ALONG THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; SOUTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 143.02 FEET; AND SOUTH 26 DEGREES 49 MINUTES 00 WEST 302.12 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE (VACATED); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 16.12 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 01 DEGREES 47 MINUTES 12 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 56 DEGREES 08 MINUTES 38 SECONDS WEST 16.12 FEET); THENCE THE FOLLOWING TWO COURSES BEING PARALLEL WITH AND 16 FEET NORTHWESTERLY (MEASURED PERPENDICULAR TO) OF THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 303.73 FEET; AND NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 144.27 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 16.12 FEET TO THE POINT OF BEGINNING. CONTAINS 4.21+ ACRES (183,231+ SQ. FT.)

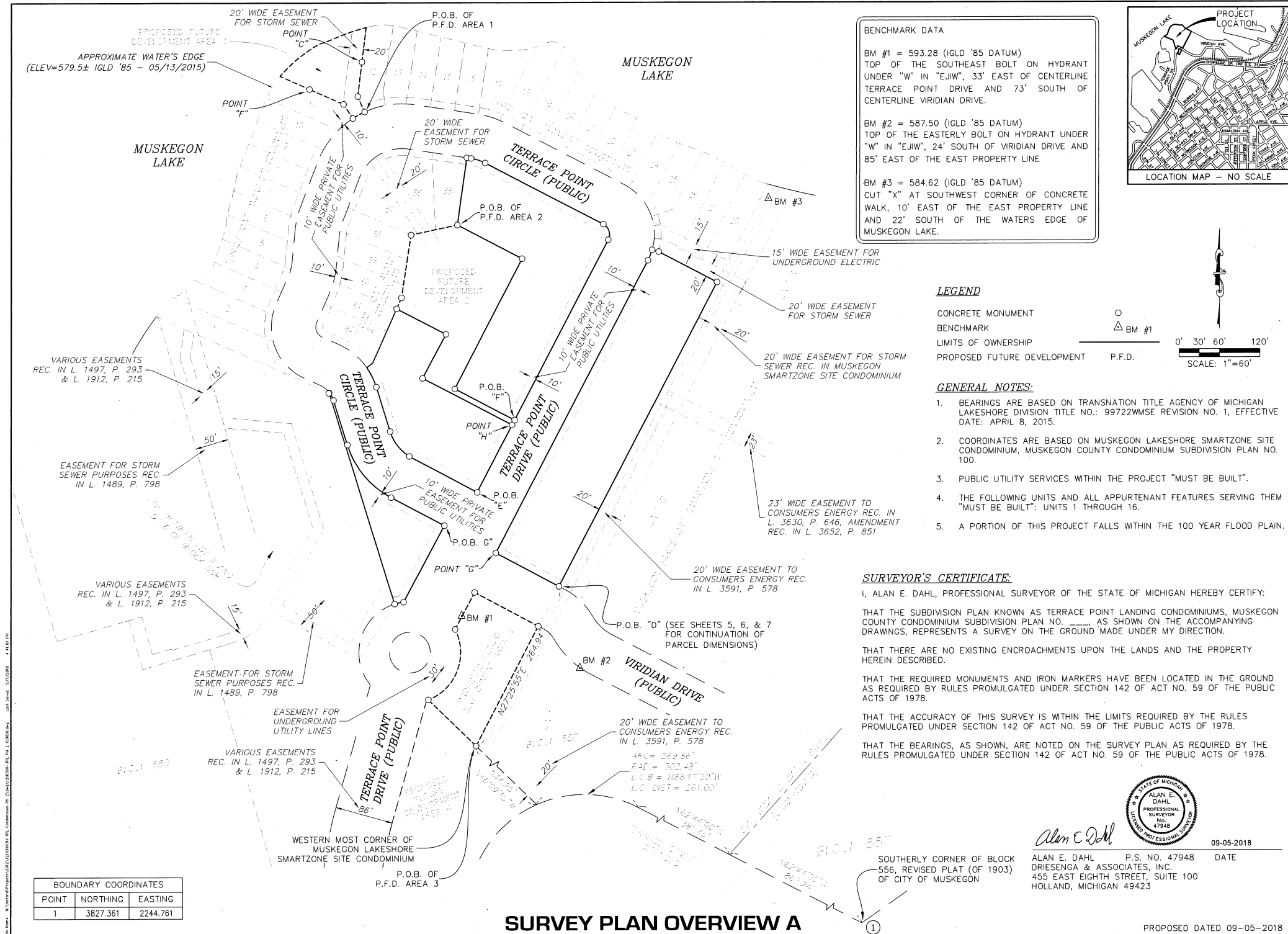


ALAN E. DAHL P.S. NO. 47948 DATE
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

PROPOSED DATED 09-05-2018

SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING CONDOMINIUMS
TERRACE POINT LANDING, LLC
755 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

2 of 18



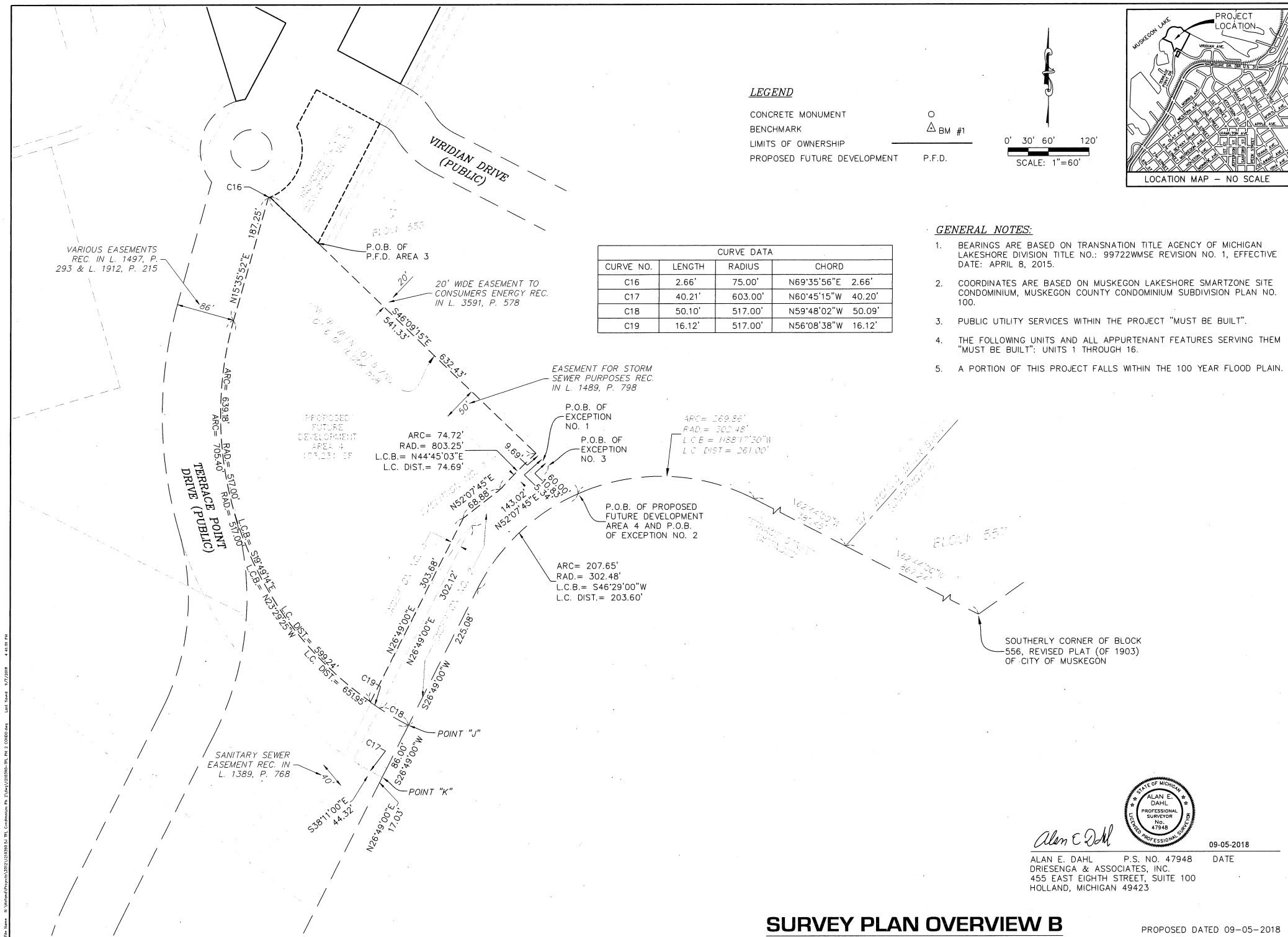
DRIESEN &
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Grand Rapids, MI - 616-249-3900
Kalamazoo, MI - 269-544-1455
Detroit, MI - 616-396-0255
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SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
SURVEY PLAN OVERVIEW A

Designed By:	
Drawn By:	
GLK	
Checked By:	Date:
Plot:	
1" = 60' Scale: 09-05-2018 Date: 1210390.5J Job No.:	
Sheet No.:	
3 of 18	



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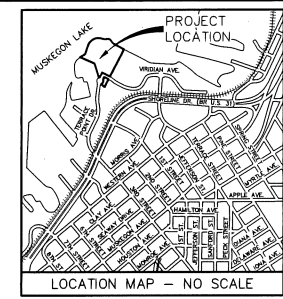
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEY PLAN OVERVIEW B

Designed By:	
Drawn By:	
GLK	
Checked By:	Date:
Plot:	
1"=60'	
Scale:	
09-05-2018	
Date:	
1210390.5J	
Job No.:	
Sheet No.:	
4 of 18	



CURVE DATA			
CURVE NO.	LENGTH	RADIUS	CHORD
C20	16.64'	83.00'	N21°41'16"E 16.61'
C21	52.38'	67.00'	N39°41'30"W 51.05'
C22	32.08'	103.00'	N26°13'06"W 31.95'
C23	21.97'	67.00'	S71°57'36"E 21.87'
C24	26.70'	17.00'	S17°34'05"E 24.04'
C25	13.53'	75.00'	S77°45'46"W 13.51'
C26	13.37'	37.00'	S27°38'58"E 13.30'
C27	103.97'	133.00'	S39°41'30"E 101.35'

BOUNDARY COORDINATES			BOUNDARY COORDINATES		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
2	5460.619	843.318	59	5492.779	741.155
3	5505.470	756.910	60	5151.308	489.551
4	5508.217	747.295	61	5202.117	489.551
23	5299.030	271.459	62	5241.403	361.032
24	5298.573	270.963	63	5306.872	340.647
30	5644.465	473.455	64	5643.470	479.993
31	5545.437	459.543	65	5636.699	500.786
32	5530.752	391.421	66	5546.105	675.320
33	5438.217	377.485	67	5523.185	682.577
34	5342.391	335.340	68	5102.360	440.959
35	5335.535	326.531	69	4989.552	381.198
56	5003.780	486.058	70	4986.789	368.048
57	5012.445	610.690	71	5287.249	277.631
58	5061.829	517.468	72	5221.781	298.017
			73	5143.795	362.743

- GENERAL NOTES:**
- BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 - COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 - PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 - THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 - A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE NUMBER
- CONCRETE MONUMENT
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT P.F.D.



ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

P.S. NO. 47948
DATE 09-05-2018

SURVEY PLAN A

PROPOSED DATED 09-05-2018

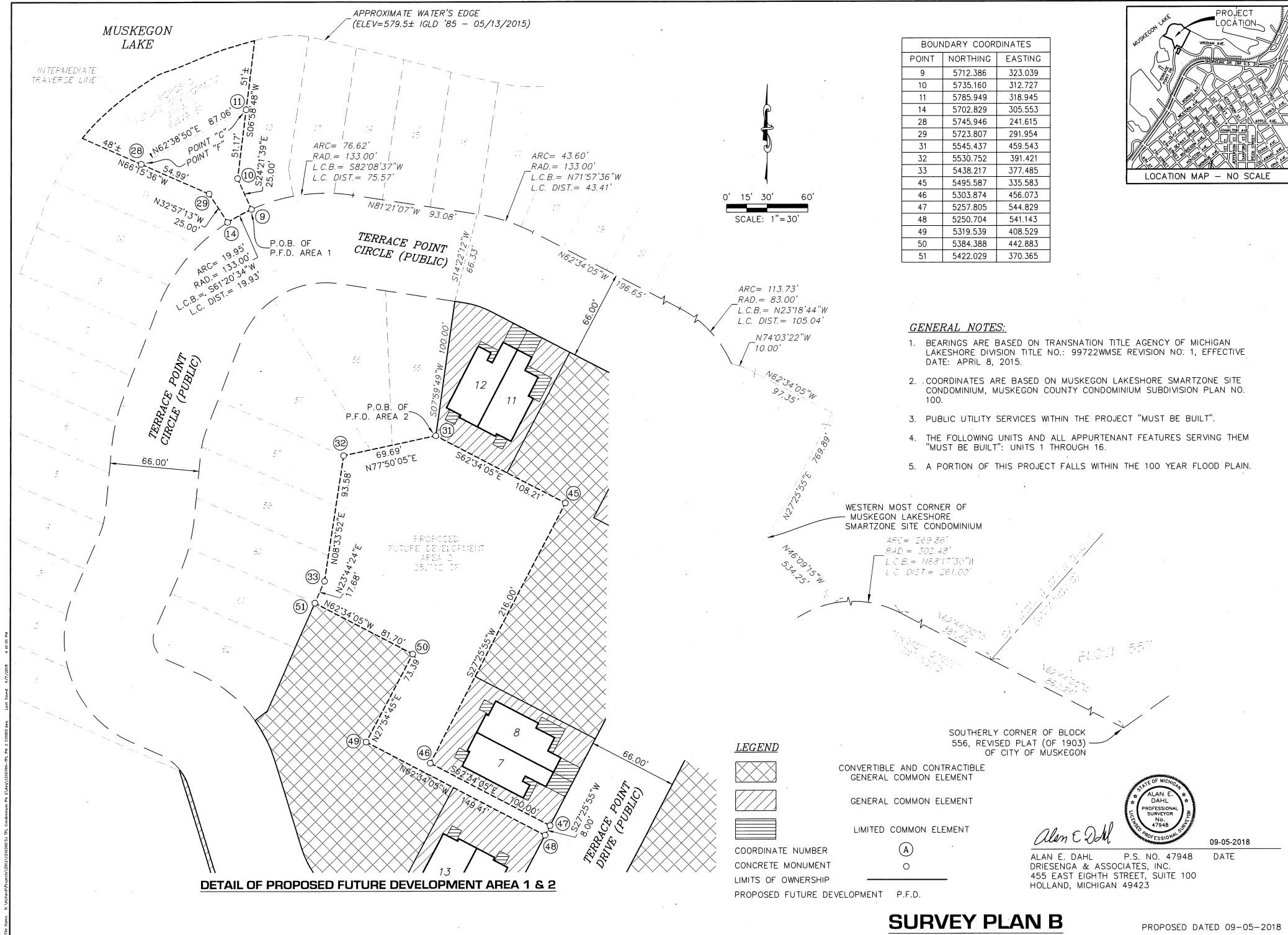
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1	

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKEGON, MUSKEGON CO.
75 W WALTON AVE, SUITE 4
MUSKEGON, MICHIGAN 49440

Designed By: _____
Drawn By: GLK
Checked By: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
1210390.5J
Job No.: _____
Sheet No.: _____

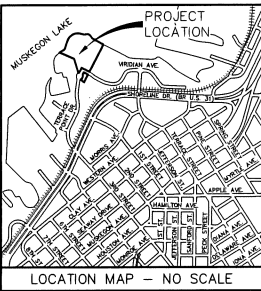
5 of 18



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
9	5712.386	323.039
10	5735.160	312.727
11	5785.949	318.945
14	5702.829	305.553
28	5745.946	241.615
29	5723.807	291.954
31	5545.437	459.543
32	5530.752	391.421
33	5438.217	377.485
45	5495.587	335.583
46	5303.874	456.073
47	5257.805	544.829
48	5250.704	541.143
49	5319.539	408.529
50	5384.386	442.883
51	5422.029	370.365

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO: 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN



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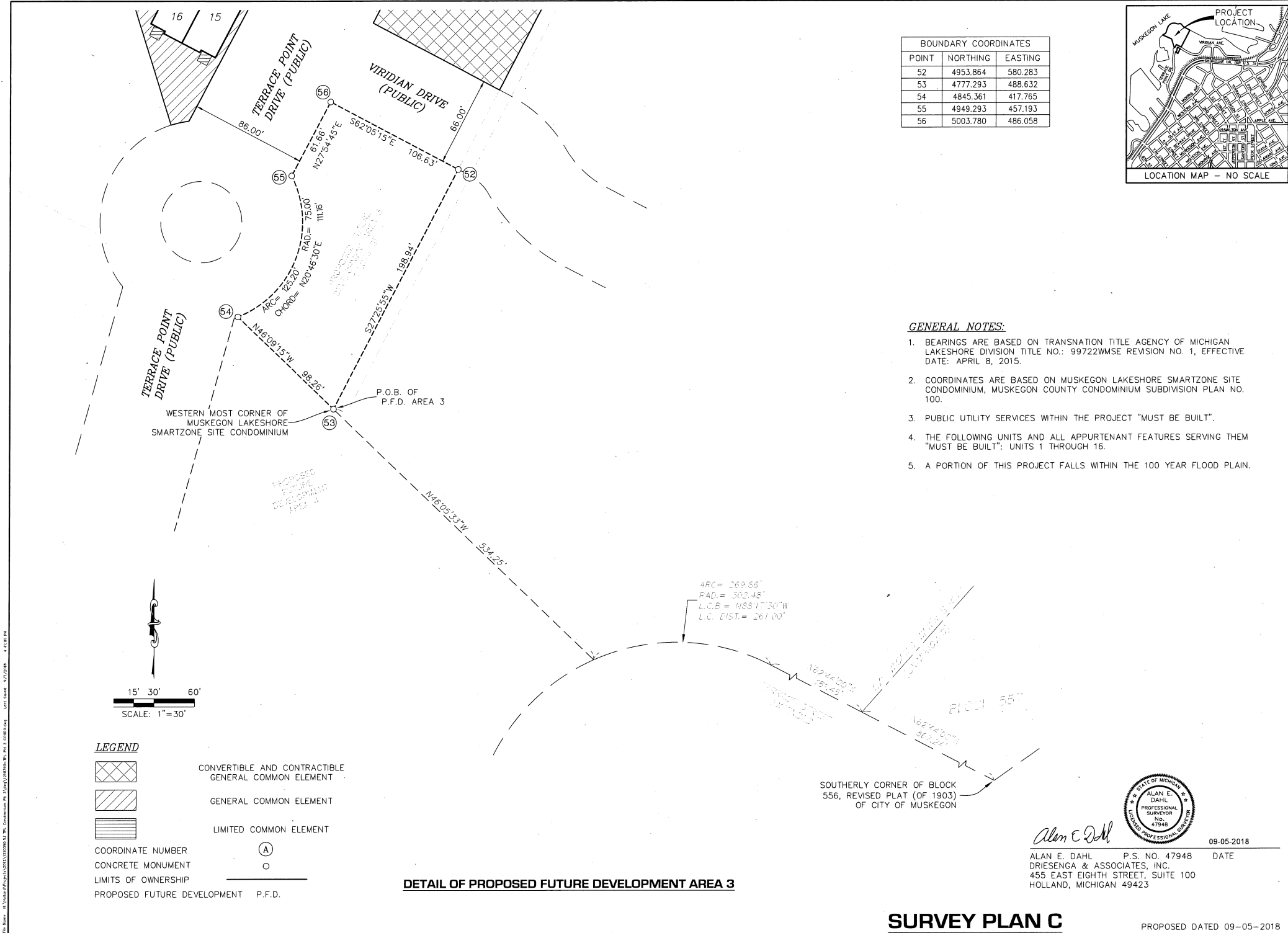
Holland, MI • 616-396-0255
Grand Rapids, MI • 616-249-3800
Kalamazoo, MI • 269-544-1455
Detroit, MI • 616-396-0255

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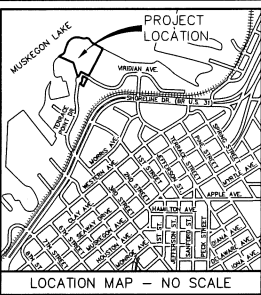
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440

Designed By:	
Drawn By:	
GLK	
Checked By:	Date:
Plot:	
1"=30'	
Scale:	
09-05-2018	
Date:	
1210390.5J	
Job No.:	
Sheet No.:	
6 of 18	

File Name: M:\National Projects\2018\1210390.DWG Plot Date: 09/05/2018 4:45:08 PM



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
52	4953.864	580.283
53	4777.293	488.632
54	4845.361	417.765
55	4949.293	457.193
56	5003.780	486.058



- GENERAL NOTES:**
1. BEARINGS ARE BASED ON TRANSTATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

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REVISIONS

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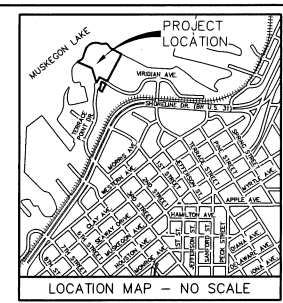
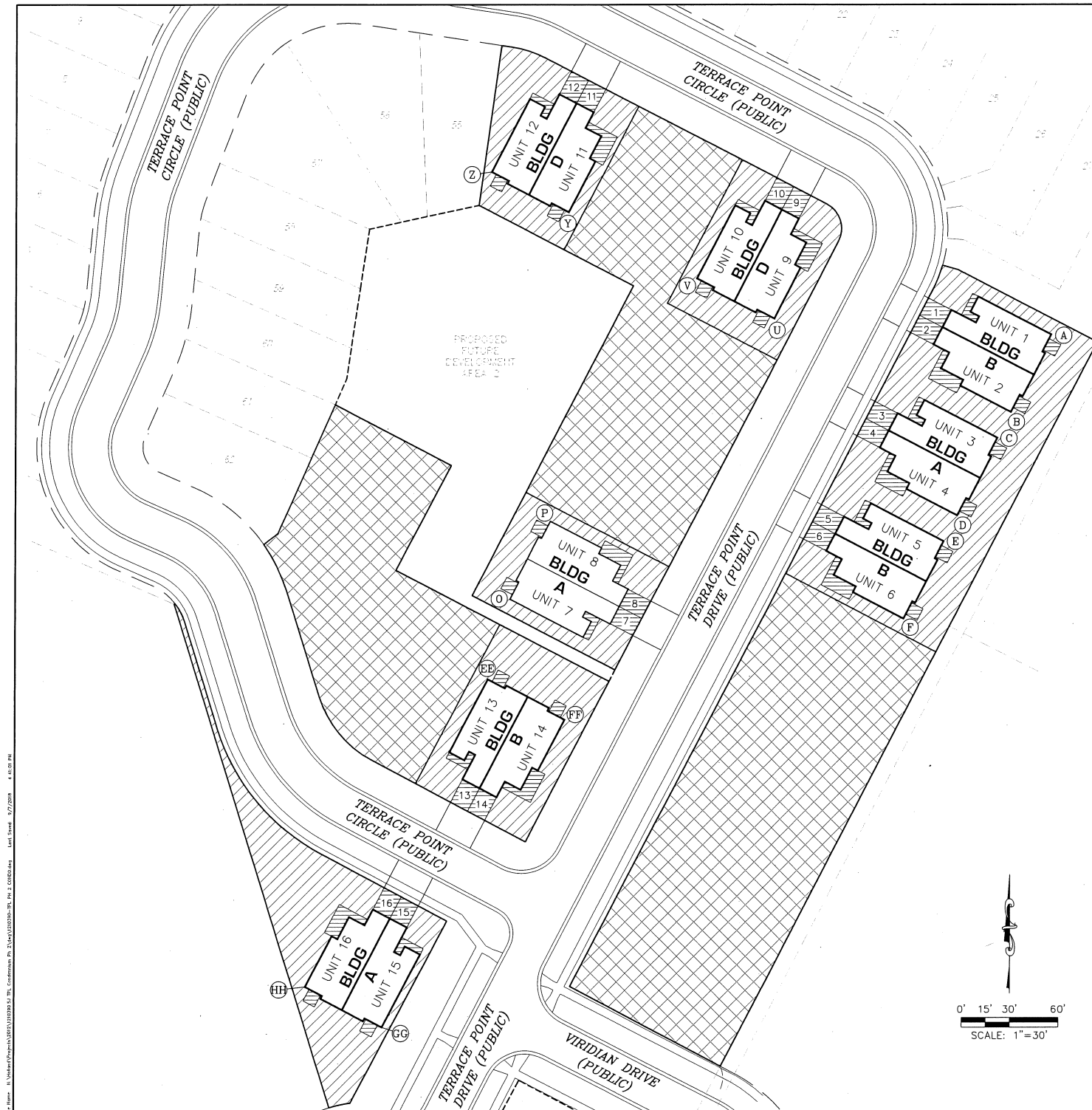
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKEGON, MUSKEGON CO.
75 W WALTON AVE, SUITE 100
MUSKEGON, MICHIGAN 49440

SURVEY PLAN C

Designed By: _____
Drawn By: GLK
Checked By: _____ Date: _____
Plot: _____
1"=30'
Scale: 09-05-2018
Date: 1210390.SJ
Job No.: _____
Sheet No.: **7** of 18

SURVEY PLAN C

PROPOSED DATED 09-05-2018



BUILDING COORDINATES		
POINT	NORTHING	EASTING
A	5465.296	814.772
B	5417.368	789.894
C	5401.392	781.602
D	5353.464	7556.724
E	5337.488	748.432
F	5289.560	723.554
G	5301.727	479.746
H	5349.655	504.623
I	5475.208	642.599
J	5500.085	594.671
K	5541.228	515.406
L	5566.106	467.478
M	5251.964	465.923
N	5226.886	513.747
O	5036.537	400.726
P	5061.615	352.902

- GENERAL NOTES:**
- BEARINGS ARE BASED ON TRANSTATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 - COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 - PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 - THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 - A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

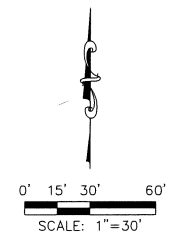
CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

COORDINATE NUMBER **A**

LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018
DATE

SITE PLAN

PROPOSED DATED 09-05-2018

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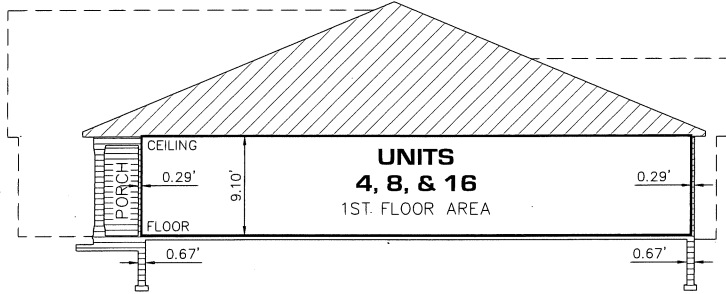
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE 4
MUSKEGON, MICHIGAN 49440

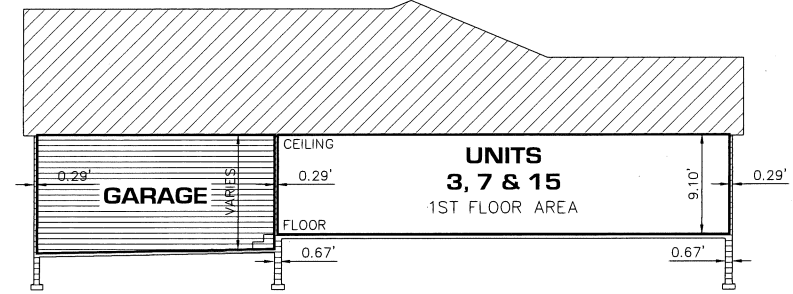
SITE PLAN

Designed By: _____
Drawn By: CLK
Checked By: _____ Date: _____
Plot: _____
1"=30'
Scale: _____
09-05-2018
Date: _____
1210390.5J
Job No.: _____
Sheet No.: _____

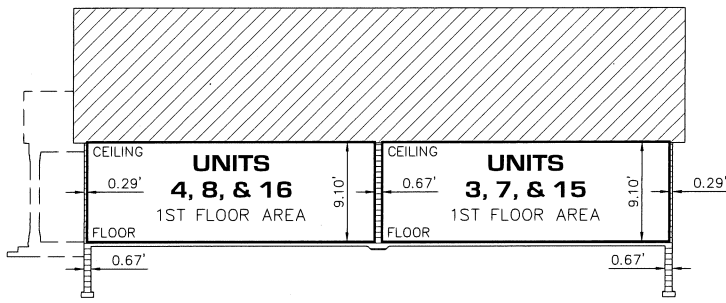
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of 18



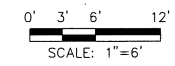
SECTION B-B



SECTION C-C



SECTION A-A



LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

- GENERAL NOTES:**
1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
 2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29" (3 1/2") THICK UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE IN FEET.
 4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 THROUGH 16.
 5. FOUNDATION, FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
 6. OWNERSHIP LINES ARE 90' TO EACH OTHER UNLESS OTHERWISE NOTED.
 7. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND/OR SQUARE FEET AREA ARE POSSIBLE.
 8. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT, ARE LIMITED COMMON ELEMENTS.
 9. THE LOAD BEARING WALL BETWEEN THE UNITS IS LIMITED COMMON ELEMENT APPURTENANT TO BOTH UNITS OF THE BUILDING.
 10. THE EXTERIOR SIDING IS GENERAL COMMON ELEMENT.
 11. EACH CONCRETE PATIO IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
 12. EACH COVERED PORCH IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.

Alan E. Dahl

ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

P.S. NO. 47948
DATE 09-05-2018

1210390.5J
Job No.:

SECTION PLAN - BUILDING A

PROPOSED DATED 09-05-2018

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REVISIONS	
1	

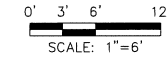
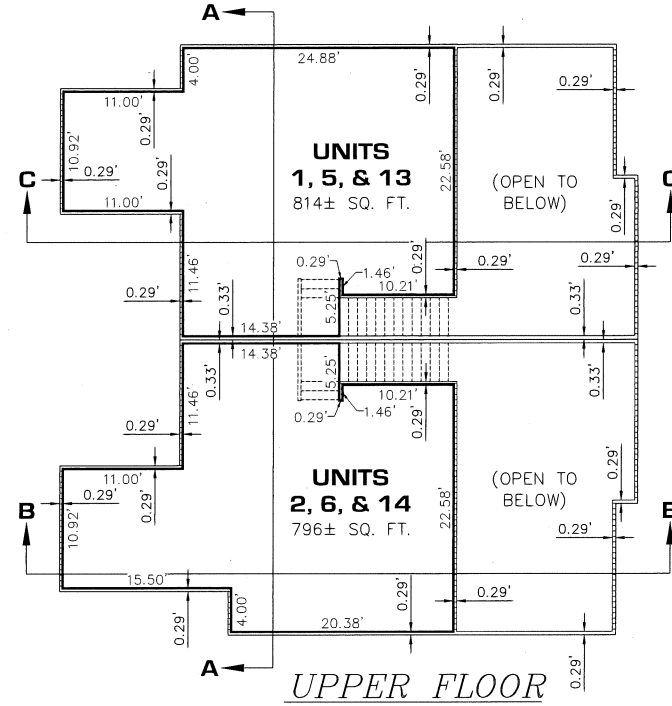
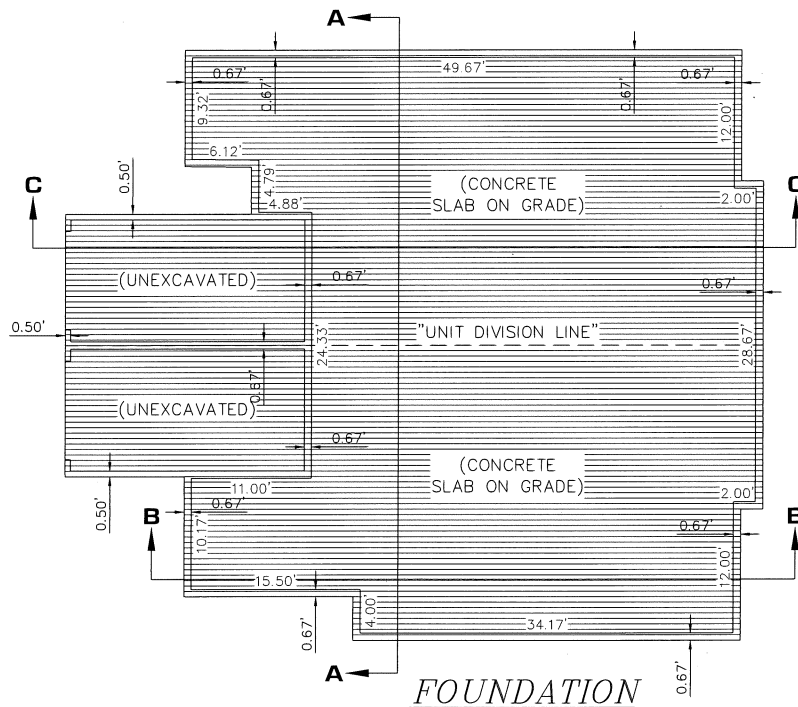
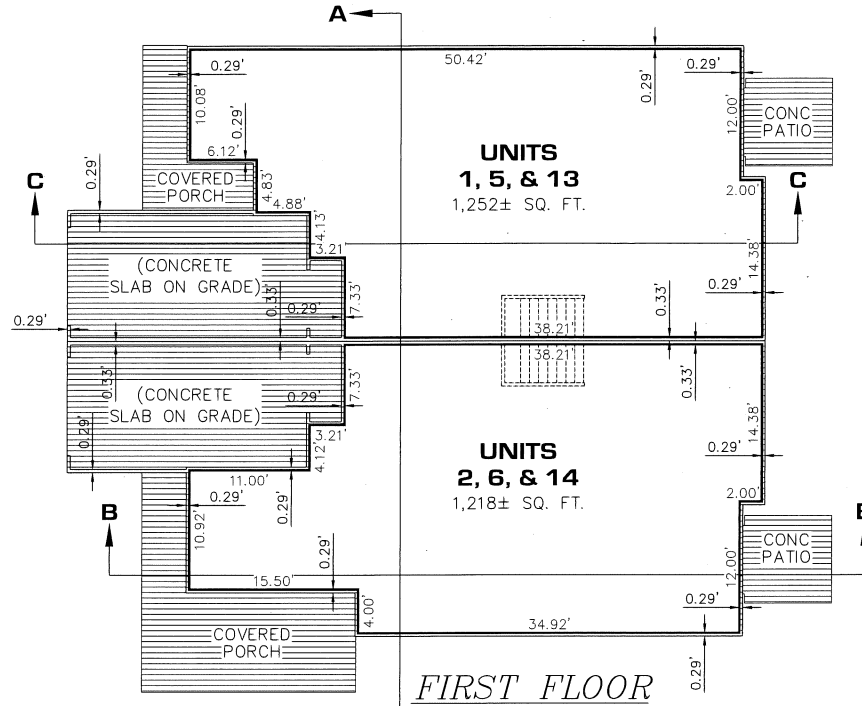
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
7777 W. 122ND, SUITE A
MUSKEGON, MICHIGAN 49440

SECTION PLAN - BUILDING A

Designed By: _____
Drawn By: GLK
Checked By: _____ Date: _____
Plot: _____
1"=6'
Scale: 09-05-2018
Date: 1210390.5J
Job No.: _____
Sheet No.: **12** of 18

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

GENERAL NOTES:

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Alan E. Dahl



ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

PROPOSED DATED 09-05-2018

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REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
700 W. MAIN ST., SUITE 300
MUSKOGEE, MICHIGAN 49440

FLOOR PLAN - BUILDING B

Designed By:

Drawn By: GLK

Checked By: Date:

Plot:

1"=6'

Scale:

09-05-2018

Date:

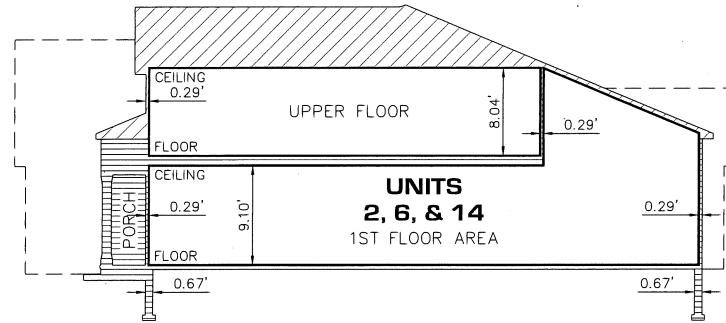
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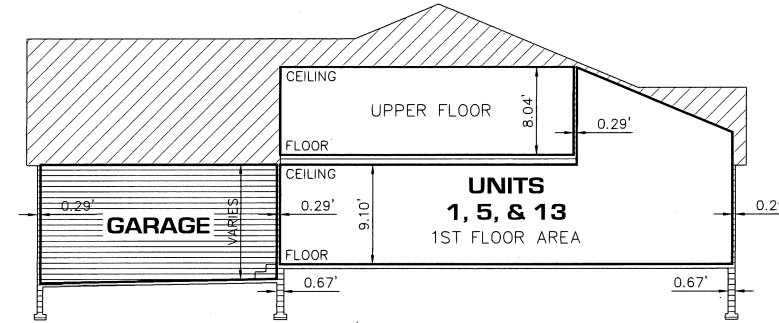
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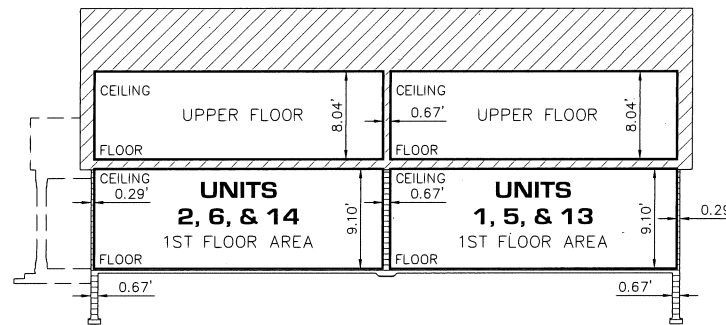
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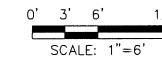
SECTION B-B



SECTION C-C



SECTION A-A



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

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DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

SECTION PLAN - BUILDING B

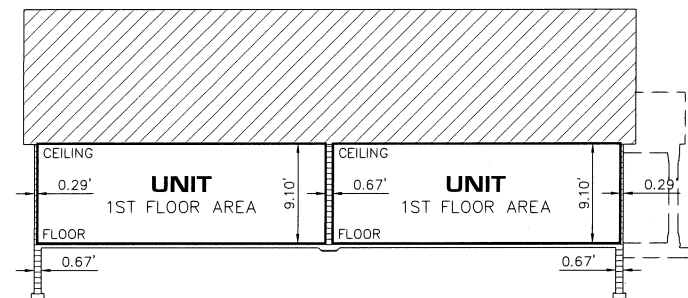
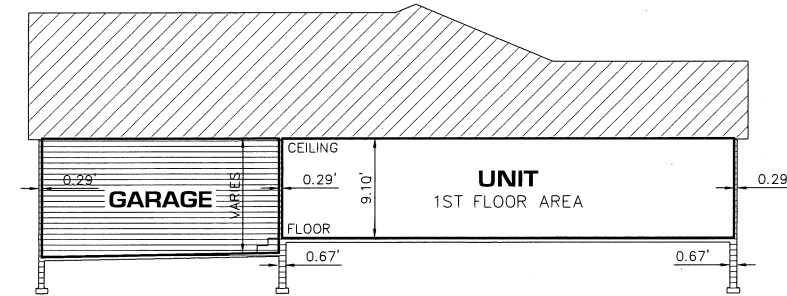
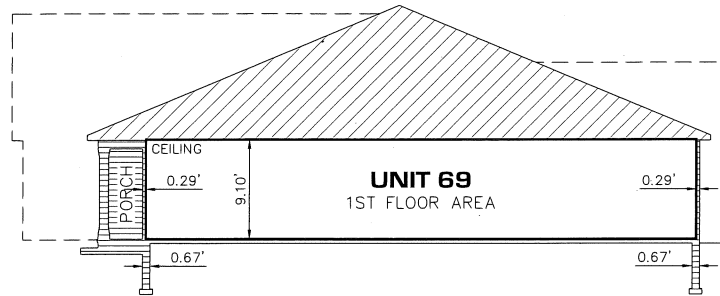
PROPOSED DATED 09-05-2018

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REVISIONS
1

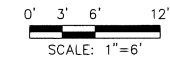
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
7000 W. 13TH AVE., SUITE 100
MUSKEGON, MICHIGAN 49440

Designed By:
Drawn By: CLK
Checked By: CLK
Date:
Plot:
1"=6'
Scale:
09-05-2018
Date:
1210390.5J
Job No.:
Sheet No.:
14
of 18



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LEGEND

GENERAL COMMON ELEMENT

	LIMITED COMMON ELEMENT
--	------------------------

LIMITS OF OWNERSHIP _____



Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE _____

Designed By:

Drawn By:

GLK	
Checked By:	Dg

Plot:

1"=6'

Scale:

Date: _____

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Job No.: _____

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Sheet N

16 of 18

TERRACE POINT LANDING CONDOMINIUMS
 DESEC. 19, TION, R16W CITY OF MUSKOGON, MUSKOGON CO.
 TERRACE POINT LANDING, LLC
 765 W. WALTON AVE., SUITE A
 MUSKOGON, MICHIGAN 49440

SECTION PLAN — BUILDING C

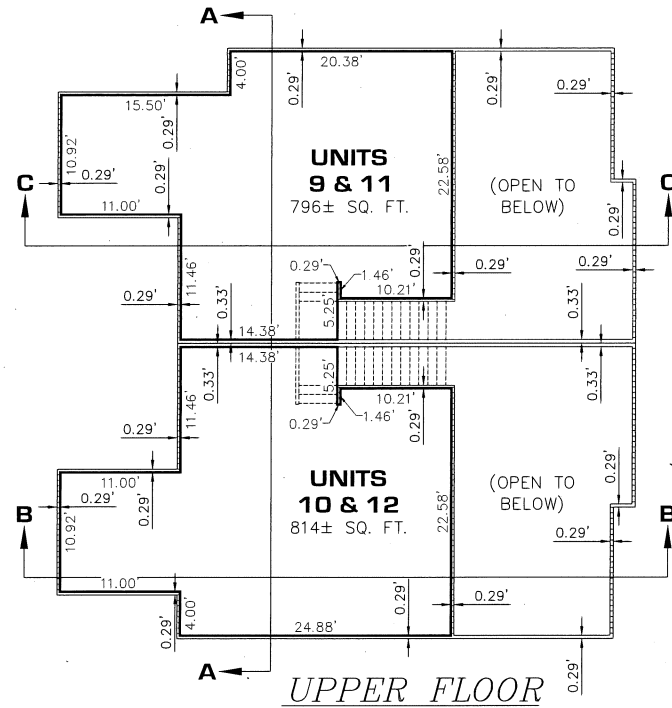
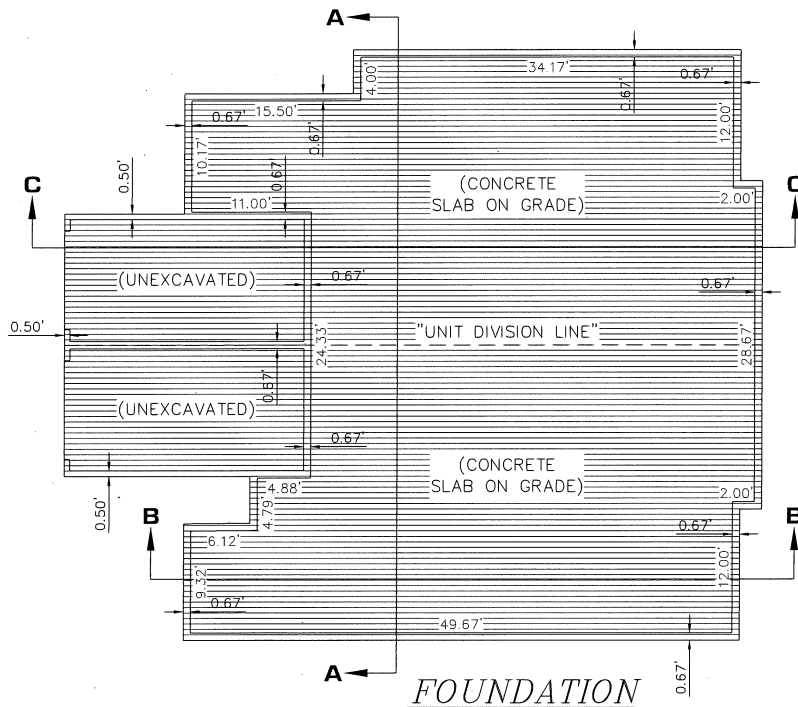
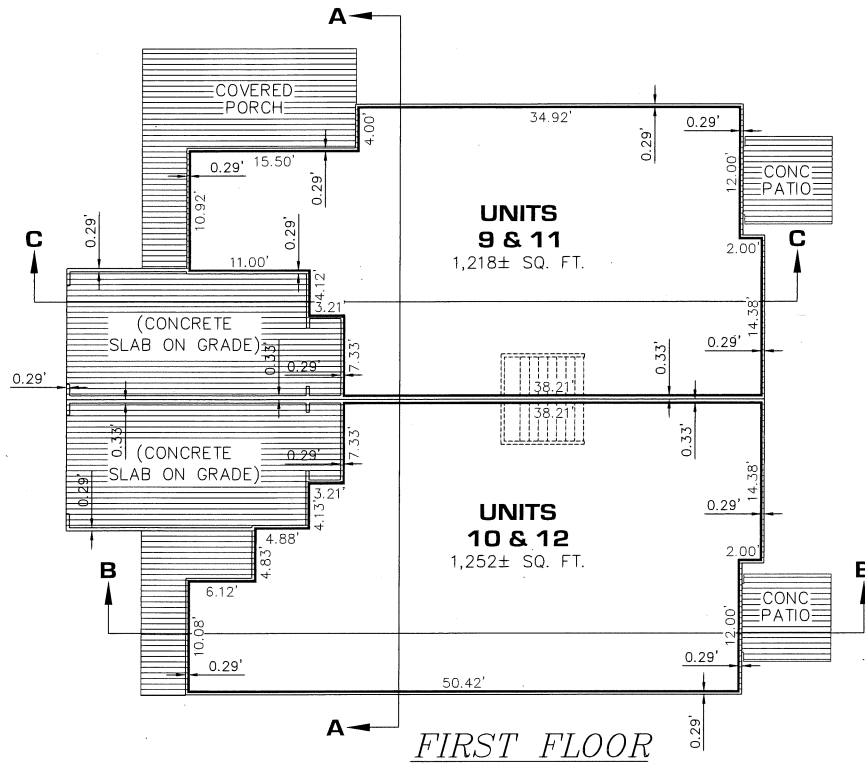
SECTION PLAN - BUILDING C

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Kalamazoo, MI - 616-
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Holland, MI - 616-396-0255
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Kalamazoo, MI - 269-544-1455
Detroit, MI - 616-396-0255

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- LIMITED COMMON ELEMENT
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HOLLAND, MICHIGAN 49423

09-05-2018

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17 of 18

TERRACE POINT LANDING CONDOMINIUMS
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755 WALTON AVENUE, SUITE 100
MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING D

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FLOOR PLAN - BUILDING D

PROPOSED DATED 09-05-2018



Received & Sealed for Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
09/17/2018 04:39 PM Liber: 4167 Page: 318

MARK F. FAIRCHILD Liber: 4167 Page: 318
REGISTER OF DEEDS PAGE: 1 of 13
Muskegon County Michigan 09/17/2018 04:39 PM
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ASSOCIATION AMENITIES SHARING AGREEMENT

THIS AGREEMENT is made this 13th day of September, 2018 between: Terrace Point Landing Site Condominium Association, a Michigan non-profit corporation, whose address is 75 West Walton Street, Suite A, Muskegon, Michigan 49440 and Terrace Point Landing Condominium Association, a Michigan non-profit corporation, whose address is 75 West Walton Street, Suite A, Muskegon, Michigan 49440 (hereinafter referred to collectively as the "Associations" and sometimes individually as an "Association"), and Terrace Point Landing, LLC, a Michigan limited liability company of 75 West Walton, Ste A, Muskegon, Michigan 49440 (the "Developer").

WHEREAS, Terrace Point Landing Site Condominium Association is the association of co-owners of the Terrace Point Landing Site Condominium, a condominium project designated as Muskegon County Condominium Subdivision Plan No. 149, and Terrace Point Landing Condominium Association, is the association of co-owners of Terrace Point Landing Condominiums, a condominium project designated as Muskegon County Condominium Subdivision Plan No. 206 (both of the condominium projects together herein referred to as the "Projects"); and

WHEREAS, contemporaneously, the Associations have acquired equal undivided interests as tenants in common in that certain parcel of real property located in the City of Muskegon, Muskegon County, Michigan, more particularly described on attached Exhibit A (herein "Amenities Property"), from Developer. The Amenities Property consists of the "pool and clubhouse area", the "open space area", and the "parking lot area" as delineated on Exhibit A. The Developer is the developer of the condominium projects in which the Associations serve as the association of co-owners.

WHEREAS, the Associations and the Developer desire to provide for the common maintenance, administration and disposition of the Amenities Property by creating covenants which will run with the Amenities Property, by this declaration and agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Associations and Developer agree as follows:

1. **Common Expenses.** Both of the Associations shall pay a share of the following expenses, as determined under Section 2:

- (a) Real property and other taxes or assessments levied on the Amenities Property by a governmental authority, if any;
- (b) Insurance premiums for the Amenities Property described below in Section 3;
- (c) Electricity, gas and other utility services for the Amenities Property;
- (d) Normal care, maintenance and replacement of any commonly owned personal property located at the Amenities Property, if any;
- (e) Expenses for normal maintenance and ordinary and necessary repairs, replacements and improvements of the swimming pool, common swim dock, hot tub or Jacuzzi, rock seawall by pool area, retaining walls, gazebo, and other improvements and furnishings associated with the pool and club house area;
- (f) Expenses for substantial improvements to the Amenities Property, including but not limited to the remodeling of existing improvements or if agreed to by both parties, the erection of new buildings or structures;
- (g) Snowplowing, maintenance, repair and replacement of the parking lot; and
- (h) Any other expense agreed upon by the Associations.

2. **Share of Expenses.** The share of each Association of the foregoing common expenses shall be determined in accordance with the following formula: the Associations shall determine the number of condominium units in both projects for which occupancy permits have been issued as of the date of the expense and total the number of units as of the date of the expense to be allocated. This number shall be the denominator of a fraction used to determine liability for the payment of the assessment. The numerator of each Association's fraction shall be the number of units in the project they administer which have occupancy permits as of the date of the expense. To determine the share of an Association for an expense, the expense shall be multiplied by the fraction attributed to the Association.

3. **Insurance.**

3.1 The Associations shall meet and determine the need for liability and property insurance for the Amenities Property within ninety (90) days from the date of this Agreement, and thereafter, the Associations shall maintain at least such minimum level of insurance with respect to the Amenities Property, unless otherwise mutually agreed.



3.2 The Associations hereby waive any right of recovery against the other for injury or loss covered by insurance or required to be covered by insurance under this Agreement to the extent of the injury or loss covered thereby. This waiver shall be binding upon the insurers for both of the Associations.

3.3 In the event either Association dedicates its undivided interest in the Amenities Property to condominium ownership within the same project they administer as the association of co-owners, the insurance requirements for such Association may be satisfied by the policy of commercial general property insurance maintained by the Association for incidents arising within the common elements of the project.

3.4 The Amenities Property is being transferred in its "as-is" condition, without warranties or representations from the Developer. The Developer is under no obligation to further improve, modify or alter the Amenities Property, nor to incur any other expense arising under this Agreement. The Associations assume full responsibility for all costs and liabilities associated with the Amenities Property.

4. **Standard of Care.** The Amenities Property shall be kept in a safe and good condition and repair, and in a physical condition which is at least reasonably equivalent to the present condition of the Amenities Property by the Associations. If the Amenities Property is subsequently improved by a decision of both of the Associations, the Amenities Property shall thereafter be kept in a physical condition which is reasonably equivalent to the then improved state of the Amenities Property.

5. **Taxes; Liens.** The Associations shall pay all taxes or other charges which may constitute a lien against the Amenities Property, and all service fees for utilities, in the usual course, and before any interest or other penalties arise therefrom. Neither Association shall place any mortgage or lien against its interest, nor grant any easements or other interests in the land, or licenses, without the prior written consent of the other Association.

6. **Decisions About Amenities Property.**

6.1 It is contemplated that both Associations will share in making decisions about the Amenities Property and that all decisions will be made by consensus, including those involving the matters related to the expenses described above in Section 1 and the adoption of reasonable rules and regulations affecting the Amenities Property. Whenever reasonably possible, the parties shall solicit bids for any work to the Amenities Property which is required by this Agreement, and attempt to reach a consensus about the need for work. Whenever reasonably possible, each of the Associations shall be consulted when any selection of persons or contractors is undertaken to perform the work to the Amenities Property.

6.2 In the event the Associations cannot reach a unanimous consent concerning any decision affecting the Amenities Property while the Developer still owns condominium units in either project, the Developer shall be given a vote on the matter and any decision made by two out of the three votes (both Associations and the Developer) shall be sufficient to bind the Associations to a course of action.

6.3 In the event the Associations cannot reach a unanimous consent concerning any decision affecting the Amenities Property after the Developer no longer owns any unit in either project, the issue shall be decided by the vote of the members of each Association (the co-owners of each condominium project) who own completed units for which permanent occupancy permits have been issued for their respective units. Each member vote is equal.

6.4 Notwithstanding anything herein to the contrary, no Association (and no members of an Association) is/are eligible to vote on any action if such Association is in default in the payment of any monies attributed to its interest in the Amenities Property by more than 180 days, as of the date the action is to be voted upon.

6.5 The vote of the Associations (and/or Developer) may be evidenced by a writing signed by the parties involved, or simply by oral agreement of the parties. The Associations (or their members, when a member vote is required) may consent to an action by writing, at a meeting, or by ballot or polling place.

6.6 The Associations may adopt rules and regulations to administer the Amenities Property and to control the conduct of those who use the Amenities Property. Each Association shall be responsible for enforcing the rules against their respective members. Failure to obey the rules may result in the denial of privileges to use the Amenities Property by the offending parties. The use of the Amenities Property will be limited to the members of each Association, and their respective registered families and guests, unless both Associations agree otherwise.

7. Dispute Resolution.

7.1 Any controversy or claim between the Associations arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration through the local chapter of the American Arbitration Association or the Better Business Bureau, according to the rules of these agencies which are then in effect. The party who makes the demand for arbitration shall select the forum to be used. If the parties have a selection of arbitration rules to be used but are unable to agree upon the rules to be used, then the arbitrator shall select the rules to govern the arbitration. The parties are encouraged to mediate the dispute before proceeding to binding arbitration.

7.2 The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction



thereof. If the judgment involves any lien against an interest in the Amenities Property, a judgment of foreclosure may enter against the Amenities Property in a court of appropriate jurisdiction in the event an the arbitration award is not voluntarily paid within thirty (30) days after the arbitration decision, unless prohibited by Section 10.3.

8. **Payment.** All shared expenses described under Section 1 of this Agreement shall be paid by the Associations on or before the date they shall become delinquent or subject to penalty, or in default thereof, ten (10) days following receipt of a statement or invoice for payment from the party providing such service or materials. If one Association pays a shared expense on behalf of the other Association, the Association who has paid such expense shall be entitled to reimbursement from the other Association within ten (10) days following notice and delivery of a statement to the other Association, which statement details the reimbursement sought, the manner of its calculation, and evidence of any payment of the reimbursable costs.

9. **Damage to Amenities Property.** Each Association shall be responsible for any repair or replacement of any portion of the Amenities Property (or personal property stored therein) caused by the act or neglect of such Association, or its agent, invitee, employee or member, including any damage to property owned by another Association and stored at the Amenities Property. The Association who is responsible for any damage shall promptly repair or replace any damaged property.

10. **Default.**

10.1 If any Association defaults in the full, faithful and punctual performance of any obligation hereunder to be performed by such party, then the other Association will, in addition to all other remedies they may have at law or in equity, have the right if such alleged default is not cured within 30 days written notice (or immediately, if an emergency), to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof.

10.2 Unless an earlier time is specified herein, payment for all reimbursable costs under this Agreement shall be due and payable thirty (30) days after receipt of a statement therefor, which statement will detail the reimbursement sought, the manner of its calculation, and evidence of any payment of the reimbursable costs. Upon failure of any party to pay any sum so payable under this Agreement, interest shall accrue thereon from the due date at the lesser rate of 7% per annum or the maximum interest rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid and actual attorney's fees incurred in efforts to collect such reimbursement, shall be a secured right, and a lien therefor will attach to the interest of the defaulting party in the Amenities Property. After written notice to all owners of record and all mortgagees of record of the defaulting party's property, the party having paid such costs may foreclose the lien established hereby in the same manner mortgages may be foreclosed under the laws of the State of Michigan, including foreclosure by advertisement, provided however, that such liens will be subject and subordinated to any mortgage recorded prior to record notice of



such claimed costs and to the leases of any tenant of such property, if any; provided, however, that the lienor will be then entitled to the rentals payable under such leases (subject and subordinated to the rights of any mortgagee of a prior recorded mortgage in and to said rentals). Each Association's interest in the Amenities Property is burdened with a power of sale for the benefit of the parties in order to effect the provisions of this Section. Any purchaser at a foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such lien foreclosure will take title free and clear from any such then existing lien under this Section, but otherwise subordinated to the provisions of this document.

10.3 No lien shall arise under this Section 10 against the interest of an Association if the Association has dedicated such interest to condominium ownership in the condominium project it administers.

11. **Mortgage, Lease or Other Encumbrances.** No Association shall mortgage, lease or otherwise encumber its interest in the Amenities Property without the prior written consent of the other Association. Any attempt by an Association to create a mortgage, lease, or encumber the Amenities Property in violation of this provision shall be void. Notwithstanding the foregoing, the dedication of an Association's interest to condominium ownership in the same project it administers shall not constitute a violation of this paragraph, provided however, all of the terms and conditions shall continue to be in effect.

12. **Mutual Buy-Out Option.** If an Association desires to dispose of its ownership interest in the Amenities Property, it shall do so only in accordance with the following provision:

12.1 Both Associations shall have the right to sell or transfer its entire interest in some or all of the Amenities Property to the other Association on any terms the parties agreed upon.

12.2 If an Association desires to sell its interest in some or all of the Amenities Property to any party other than the other Association, then it shall present the other Association with a written offer to sell its interest. If the other Association desires to purchase the interest on the same terms and conditions, the selling Association shall sell its interest to such Association on such terms and conditions. If the other Association does not accept the offer as written from the selling Association and the Associations cannot otherwise agree upon the terms of sale, then within a period of 30 days following the receipt of the original written offer, both Associations shall select an independent appraiser certified as such and regularly conducting appraisals of a similar nature in Muskegon County, Michigan, to appraise the Amenities Property which is the subject of the transfer. If the Associations are unable to agree upon a single appraiser, then each Association may select an appraiser. All appraisals shall be completed within sixty (60) days after the Association's rejection of the offer from the selling Association. The average of the appraisals shall be used as the purchase price for the selling



Association's interest in the Property. Two-thirds of the cost of the appraisals shall be borne by the seller and one-third of the cost shall be borne by the purchaser of the selling Association's interest. After the appraisals have been completed, the Association who desires to sell its interest in the Amenities Property shall offer such interest in the Amenities Property to the other Association for a price equal to the selling Association's undivided ownership interest in the Amenities Property multiplied by the appraised value for the Amenities Property. The other Association shall have a period of 30 days within which to accept the offer, and if accepted, another forty-five (45) days to close the sale by delivering marketable title to the interest by warranty deed. Real estate taxes will be prorated on a calendar year basis. If the offer is not accepted by the other Association within such 30 day period, the selling Association may then sell its interest in the Amenities Property to any outside third-party for a price not less than twenty five percent (25%) of the average appraised value of the Amenities Property. All expenses of sale (including the appraisals) shall be shared equally between the Associations. The purchasing Association may elect prior to closing to pay the purchase price determined under this paragraph by equal monthly installments, with interest at the applicable federal rate used for purposes of Section 1274(d) of the Internal Revenue Code (or any successor provision), and for a term not to exceed one hundred twenty (120) months, as selected by the purchasing Association. The selling Association will convey marketable title to its interest by delivering a warranty deed to the purchasing Association, subject to easements and restrictions of record, within thirty days following the determination of the purchase price. The purchasing Association shall deliver a promissory note which conforms with this paragraph at the time the deed is delivered from the selling Association.

13. **No Partition.** Neither Association shall have the right to bring an action to partition the Amenities Property in court. Each waive and relinquish such right. If either attempts to bring an action to partition the Amenities Property, the Association who brings the action shall be deemed to have made its interest in the Amenities Property available for purchase by a third party under Section 12.2 above, and the process for determining the purchase price and paying the purchase price of such Section shall be followed at the election of the other Association, except that if an election to purchase the interest of the Association who brings the action is made, the payment terms of the purchase will be changed from Section 12.2 to provide that no interest will be charged for the debt during the period of the installment payments. Moreover, the Association who brings a partition action shall forfeit the right to recover any attorneys fees and costs in the action.

14. **Benefits.** This Agreement shall run with the Amenities Property and be binding upon and inure to the benefit of the Associations and their heirs, executors, administrators, legal representative, successors and assigns.

15. **Entire Agreement; Severability.** This Agreement contains the entire Agreement of the Associations respecting the subject matter. This Agreement cannot be modified except by written Agreement signed by both Associations. If any provision of this



Agreement shall be invalid, the remainder shall nevertheless remain in full force and effect. Time shall be deemed to be of the essence in the performance of all of the rights and obligations of this Agreement.

TERRACE POINT LANDING SITE
CONDOMINIUM ASSOCIATION, a
Michigan non-profit corporation

By: _____


Jonathan L. Rooks
Its: President

TERRACE POINT LANDING, LLC, a
Michigan limited liability company
By: Parkland Realty, Inc.
Its: Manager

By: _____


Jonathan L. Rooks
Its: President

TERRACE POINT LANDING
CONDOMINIUM ASSOCIATION, a
Michigan non-profit corporation

By: _____


Jonathan L. Rooks
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

On this 13 day of September, 2018, before me, a notary public in and for said County, personally appeared Jonathan L. Rooks, President of Terrace Point Landing Site Condominium Association, a Michigan non-profit corporation, to me known to be the same person described in and who executed this instrument and acknowledged that he executed it as his free act and deed on behalf of said non-profit corporation.


Jamie Cooper
Notary Public, Muskegon County, MI
Acting in Muskegon County, MI
My Commission Expires: 4/13/2020

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

On this 13 day of September, 2018, before me, a notary public in and for said County, personally appeared Jonathan L. Rooks, President of Terrace Point Landing Condominium Association, a Michigan non-profit corporation, to me known to be the same person described in and who executed this instrument and acknowledged that he executed it as his free act and deed on behalf of said non-profit corporation.



Notary Public, Muskegon County, MI
Acting in Muskegon County, MI
My Commission Expires: 4/13/2020

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

On this 13 day of September, 2018, before me, a notary public in and for said County, personally appeared Jonathan L. Rooks, President of Parkland Realty, Inc., a Michigan corporation and the Manager of Terrace Point Landing, LLC, a Michigan limited liability company, to me known to be the same person described in and who executed this instrument and acknowledged that he executed it as his free act and deed on behalf of said limited liability company.



Notary Public, Muskegon County, MI
Acting in Muskegon County, MI
My Commission Expires: 4/13/2020

Prepared by and After Recording Return to:
David W. Charron
Charron Law
5020 East Beltline NE
Suite 2B
Grand Rapids, MI 49525
(616) 363-0300



EXHIBIT "A"

AMENITIES PROPERTY

POOL AND CLUBHOUSE AREA

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE NORTH 81 DEGREES 21 MINUTES 07 SECONDS WEST 93.08 FEET; THENCE WESTERLY 76.62 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 82



DEGREES 08 MINUTES 37 SECONDS WEST 75.57 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 19.95 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 61 DEGREES 20 MINUTES 34 SECONDS WEST 19.93 FEET; THENCE NORTH 32 DEGREES 57 MINUTES 13 SECONDS WEST 25.00 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 54.99 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE, NORTH 62 DEGREES 38 MINUTES 50 SECONDS EAST 87.06 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE SOUTH 06 DEGREES 58 MINUTES 48 SECONDS WEST 51.17 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 39 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF MUSKEGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 0.20± ACRES (8,679± SQ. FT.)

OPEN SPACE AREA

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE



ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 108.21 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 216.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 8.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 149.41 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 73.39 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 81.70 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 17.68 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 52 SECONDS EAST 93.58 FEET; THENCE NORTH 77 DEGREES 50 MINUTES 05 SECONDS EAST 69.69 FEET TO THE POINT OF BEGINNING. CONTAINS 0.59± ACRES (25,712± SQ. FT.)

PARKING LOT AREA

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT;



THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM FOR THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 98.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 125.20 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 46 MINUTES 30 SECONDS EAST 111.16 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 61.66 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 106.63 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 198.94 FEET TO THE POINT OF BEGINNING. CONTAINS 0.39± ACRES (17,073± SQ. FT.)

MARK F. FAIRCHILD Liber: 4187 Page: 318
REGISTER OF DEEDS PAGE: 13 of 13
Muskegon County Michigan 09/17/2018 04:39 PM
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Received & Sealed for Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
10/16/2018 03:55 PM Liber: 4169 Page: 846

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 1 of 25
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FIRST AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

Muskegon County Condominium Subdivision Plan No. 206

- (1) First Amendment to Master Deed of Terrace Point Landing Condominiums
- (2) Exhibit A to Amended Master Deed: Consent by Co-owners.
- (3) Exhibit B to Amended Master Deed: Amendment to Muskegon County Condominium Subdivision Plan No. 206.

No interest in real estate being conveyed hereby; no revenue stamps are required.

Prepared By:

David W. Charron
Charron Law Office
5020 East Beltline, NE, Suite 201B
Grand Rapids, MI 49525
(616) 363-0300

Muskegon, Mich: October 16 20 18
"I hereby certify that there are no tax liens or titles held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office."
No. 1 [Signature] Co. Trees

FIRST AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

THIS FIRST AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING CONDOMINIUMS is made this 15th day of October, 2018, by Terrace Point Landing, LLC, a Michigan limited liability company, of 75 West Walton Street, Muskegon, MI 49940 (the "Developer").

WHEREAS, TERRACE POINT LANDING CONDOMINIUMS is a residential condominium project (the "Project") created by Master Deed recorded September 18, 2018 at Liber 4167, Page 316, Muskegon County Records, and identified as Muskegon County Condominium Subdivision Plan No. 206; and

WHEREAS, the Developer has reserved the right to amend the Master Deed pursuant to the provisions of Article IX, Section 9.2(1) of the Master Deed to correct errors.

WHEREAS, the Developer desires to exercise its reserved right for the purpose of correcting an error to the Condominium Subdivision Plan (the "Plan") which identified Units 1-16 of the Project as "must be built" improvements. The Developer only intended to identify Units 1 and 2 of the Project as "must be built" improvements.

NOW THEREFORE, the Developer does hereby amend the Master Deed of Terrace Point Landing Condominiums as follows:

1. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached as Exhibit B to the Master Deed, is hereby amended by the attached sheets of Exhibit "B" to Muskegon County Condominium Subdivision Plan No. 206. The sheets of the amended plan shall replace and supersede the description of the Project contained in the original Condominium Subdivision Plan, and reduce the "must be built" condominium units to only Units 1 and 2 and their appurtenances.

2. **Continuing Effect.** Except as amended herein, the provisions of the Master Deed for Terrace Point Landing Condominiums, are hereby ratified and confirmed.

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 2 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
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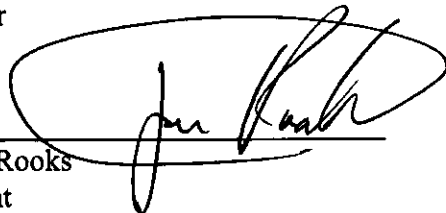


IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the Master Deed on this 15th day of October, 2018.

TERRACE POINT LANDING, LLC, a Michigan limited liability company

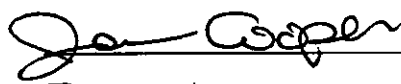
By: Parkland Realty, Inc., a Michigan corporation
Its: Manager

By: _____
Jonathan L. Rooks
Its: President



STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 15th day of October, 2018 by Jonathan L. Rooks, President, Parkland Realty, Inc., a Michigan corporation and the manager of Terrace Point Landing, LLC, a Michigan limited liability company, on behalf of the limited liability company.



Jamie Cooper, Notary Public
Muskegon County, Michigan
My Commission Expires: 4/13/2020

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 3 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
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EXHIBIT A TO MASTER DEED

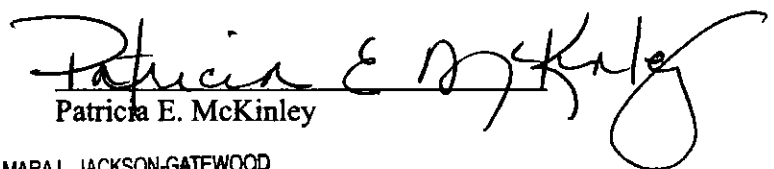
ACKNOWLEDGMENT AND CONSENT

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

The undersigned, being all of the Co-owners of Unit 1 of Terrace Point Landing Condominiums, hereby consent to the First Amendment to Master Deed, acknowledge proper notice of the amendment under Section 90(5) of the Michigan Condominium Act to us, and agree to the immediate recording of this First Amendment to Master Deed.

Dated: October 12, 2018

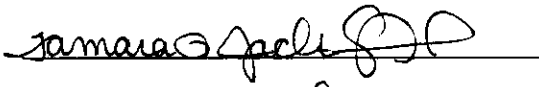

Donald W. Oudman


Patricia E. McKinley

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TAMARA L. JACKSON-GATEWOOD
NOTARY PUBLIC - MICHIGAN
MUSKEGON COUNTY
MY COMMISSION EXPIRES 08-20-2019
ACTING IN THE COUNTY OF Muskegon

The foregoing instrument was acknowledged before me this 12th day of October, 2018 by Donald W. Oudman and Patricia E. McKinley.


Tamara Jackson-Gatewood, Notary Public
Muskegon County, Michigan
My Commission Expires: August 20, 2019

Muskegon

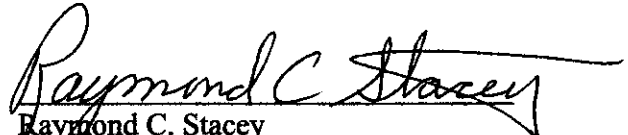


ACKNOWLEDGMENT AND CONSENT

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

The undersigned, being all of the Co-owners of Unit 15 of Terrace Point Landing Condominiums, hereby consent to the First Amendment to Master Deed, acknowledge proper notice of the amendment under Section 90(5) of the Michigan Condominium Act to us, and agree to the immediate recording of this First Amendment to Master Deed.

Dated: October 8, 2018

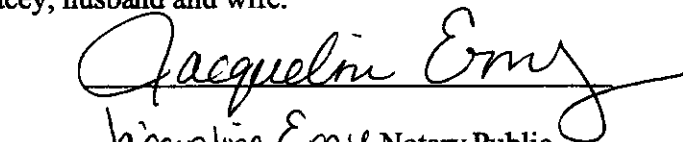

Raymond C. Stacey


Belinda J. Stacey

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 8th day of October, 2018 by Raymond C. Stacey and Belinda J. Stacey, husband and wife.

JACQUILINE ERNY
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY
MY COMMISSION EXPIRES 4-18-2023
ACTING IN MUSKEGON COUNTY


Jacqueline Erny, Notary Public
Muskegon County, Michigan
My Commission Expires: 4-18-2023



Muskegon

ACKNOWLEDGMENT AND CONSENT

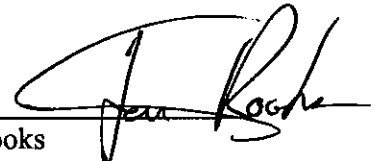
STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

The undersigned, being the Developer and the sole Co-owner of Units 2-14, and 16 of Terrace Point Landing Condominiums, hereby consents to the First Amendment to Master Deed, acknowledges proper notice of the amendment to it under Section 90(5) of the Michigan Condominium Act, and agrees to the immediate recording of the First Amendment to Master Deed.

Dated: October 15th, 2018

TERRACE POINT LANDING, LLC, a
Michigan limited liability company
By: Parkland Realty, Inc., a Michigan
corporation
Its: Manager

By: _____
Jonathan L. Rooks
President



STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 15th day of October, 2018 by Jonathan L. Rooks, President of Parkland Realty, Inc., a Michigan corporation and Manager of Terrace Point Landing, LLC, a Michigan limited liability company, for the company.

Jamie Cooper, Notary Public
Muskegon County, Michigan
My Commission Expires: 4/13/2020



Terrace Point Landing Condominiums

PARCEL CERTIFICATION PAGE

PART OF 2017 PART OF
61-24-793-000-0000-0000
61-24-793-000-0029-0000
61-24-793-000-0030-0000
61-24-793-000-0031-0000
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MARK F. FAIRCHILD Liber: 4189 Page: 846
REGISTER OF DEEDS PAGE: 7 of 25
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**PIN CERTIFICATION
PAGE**

AMENDMENT NO. 1
MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 206
EXHIBIT "B" TO THE MASTER DEED OF:

TERRACE POINT LANDING CONDOMINIUMS

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

DEVELOPER:
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEYOR & ENGINEER:
DRIESEN & ASSOCIATES, INC.
12330 JAMES STREET, SUITE H80
HOLLAND, MICHIGAN 49424

DESCRIPTION OF TERRACE POINT LANDING CONDOMINIUMS

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 264.94 FEET FOR THE POINT OF BEGINNING (P.O.B. "D"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 105.49 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 485.54 FEET; THENCE NORTHERLY 16.64 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 41 MINUTES 16 SECONDS EAST 16.61 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 22 SECONDS EAST 10.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 97.35 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 504.95 FEET TO THE POINT OF BEGINNING. CONTAINS 1.22± ACRES (53,224± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 17 DEGREES 19 MINUTES 40 SECONDS WEST 93.73 FEET FOR THE POINT OF BEGINNING (P.O.B. "E"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 108.54 FEET; THENCE NORTHWESTERLY 52.38 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 41 MINUTES 30 SECONDS WEST 51.05 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 68.57 FEET; THENCE NORTHWESTERLY 32.08 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 26 DEGREES 13 MINUTES 06 SECONDS WEST 31.95 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 35 SECONDS EAST 11.16 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 87.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 81.70 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 73.39 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 149.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 111.99 FEET TO THE POINT OF BEGINNING. CONTAINS 0.62± ACRES (26,807± SQ. FT.)

ALSO, RECOMMENCE AT POINT "H"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 8.00 FEET FOR THE POINT OF BEGINNING (P.O.B. "F"); THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 100.00 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 216.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 108.21 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 49 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 6.61 FEET; THENCE SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 57 MINUTES 36 SECONDS EAST 21.87 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 198.85 FEET; THENCE SOUTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 34 MINUTES 05 SECONDS EAST 24.04 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 299.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.01± ACRES (44,063± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.58 FEET FOR THE POINT OF BEGINNING (P.O.B. "G"); THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET; THENCE WESTERLY 13.53 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 45 MINUTES 46 SECONDS WEST 13.51 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 47 DEGREES 19 MINUTES 10 SECONDS EAST 0.67 FEET; THENCE SOUTHERLY 13.37 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 38 MINUTES 58 SECONDS EAST 13.30 FEET; THENCE SOUTH 17 DEGREES 17 MINUTES 45 SECONDS EAST 68.57 FEET; THENCE SOUTHEASTERLY 103.97 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 41 MINUTES 30 SECONDS EAST 101.35 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 88.51 FEET TO THE POINT OF BEGINNING. CONTAINS 0.26± ACRES (11,480± SQ. FT.)

PLEASE SEE PIN CERTIFICATION PAGE
Parcel #61

REPLAT NOTE:
AS LISTED BELOW, SHEETS WITH ASTERISK (*) ARE AMENDED
OR SUPPLEMENTAL SHEETS DATED AS SHOWN (10-08-2018).
THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR
BE SUPPLEMENT SHEET TO SHEETS PREVIOUSLY SUBMITTED.

SHEET INDEX

- * 1. COVER SHEET A
- * 2. COVER SHEET B
- * 3. SURVEY PLAN OVERVIEW A
- * 4. SURVEY PLAN OVERVIEW B
- * 5. SURVEY PLAN A
- * 6. SURVEY PLAN B
- * 7. SURVEY PLAN C
- * 8. SITE PLAN
- * 9. UTILITY PLAN
- * 10. FLOODPLAIN PLAN
- * 11. FLOOR PLAN - BUILDING A
- * 12. SECTION PLAN - BUILDING A
- * 13. FLOOR PLAN - BUILDING B
- * 14. SECTION PLAN - BUILDING B
- * 15. FLOOR PLAN - BUILDING C
- * 16. SECTION PLAN - BUILDING C
- * 17. FLOOR PLAN - BUILDING D
- * 18. SECTION PLAN - BUILDING D

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.



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423
DATE 09-05-2018
Scale 1210390.5 J
Job No. 1

COVER SHEET A

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI - 616-394-0253
Grand Rapids, MI - 616-747-3800
Kalamazoo, MI - 269-344-1493
Berkley, MI - 586-366-0255

REVISIONS

NO.	DATE	DESCRIPTION
1	09-05-2018	ISSUED FOR PERMIT

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R10E, E1/2, MUSKEGON CO.
MUSKEGON, MICHIGAN 49440
COVER SHEET A

Drawn By: CLK
Checked By: CLK
Date: 09-05-2018
Scale: 1210390.5 J
Job No. 1
Sheet No. 1 of 18

MARK F. FAIRCHILD Liber: 4169 Page: 845
REGISTER OF DEEDS PAGE: 8 of 25
County Michigan 10/16/2018 03:55 PM
Muskegon 5635567
D11



DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 1

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 38 SECONDS WEST 43.41 FEET; THENCE NORTH 81 DEGREES 21 MINUTES 07 SECONDS WEST 83.08 FEET; THENCE WESTERLY 78.62 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 82 DEGREES 08 MINUTES 37 SECONDS WEST 75.57 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 19.95 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 61 DEGREES 20 MINUTES 34 SECONDS WEST 19.93 FEET; THENCE NORTH 32 DEGREES 57 MINUTES 13 SECONDS WEST 25.00 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 54.99 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HERINAFTER REFERRED TO AS POINT "F"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE, NORTH 62 DEGREES 38 MINUTES 50 SECONDS EAST 87.06 FEET, SAID POINT HERINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE SOUTH 06 DEGREES 58 MINUTES 48 SECONDS WEST 51.17 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 39 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF MUSKEGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 0.20± ACRES (8,678± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 2

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 38 SECONDS WEST 43.41 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 108.21 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 216.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 8.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 149.41 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 73.39 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 81.70 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 17.68 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 52 SECONDS EAST 93.58 FEET; THENCE NORTH 77 DEGREES 50 MINUTES 05 SECONDS EAST 69.69 FEET TO THE POINT OF BEGINNING. CONTAINS 0.59± ACRES (25,712± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 3

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 38 SECONDS WEST 43.41 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 108.21 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 216.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 8.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 149.41 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 73.39 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 81.70 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 17.68 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 52 SECONDS EAST 93.58 FEET; THENCE NORTH 77 DEGREES 50 MINUTES 05 SECONDS EAST 69.69 FEET TO THE POINT OF BEGINNING. CONTAINS 0.39± ACRES (17,073± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 4

THAT PART OF LOT 5, BLOCK 558 AND THAT PART OF LOT 10 BLOCK 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCE AT INTERSECTION OF NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557, EXTENDED TO CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET ALONG NORTHEASTERLY LINE OF TERRACE STREET; THENCE WESTERLY ALONG THE NORTH LINE OF TERRACE STREET ALONG A CURVE TO LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 269.86 FEET AND A LONG CHORD OF NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO POINT OF BEGINNING; THENCE CONTINUING ALONG CURVE TO THE LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 207.65 FEET AND A LONG CHORD OF SOUTH 46 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET; THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST 225.08 FEET ALONG NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 517 FEET, AN ARC DISTANCE OF 705.40 FEET AND A LONG CHORD OF NORTH 23 DEGREES 29 MINUTES 25 SECONDS WEST 651.95 FEET; THENCE NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST 187.25 FEET, THENCE EASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75 FEET, AN ARC DISTANCE OF 2.56 FEET AND A LONG CHORD OF NORTH 68 DEGREES 35 MINUTES 56 SECONDS EAST 2.66 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST 632.43 FEET ALONG THE NORTHEASTERLY LINE OF LOT 5 OF SAID BLOCK 558 TO POINT OF BEGINNING.

EXCEPT THAT PART TAKEN BY THE CITY OF MUSKEGON FOR NON-MOTORIZED VEHICLE AND PEDESTRIAN PATH, AS DESCRIBED IN LIBER 3015, PAGE 633 AND IN LIBER 3029, PAGE 625.

ALSO, EXCEPT THE FOLLOWING DESCRIBED PARCEL

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET, EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET) FOR POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF SAID 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 207.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 39 DEGREES 20 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS SOUTH 46 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET); THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET, 225.07 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE; TO A POINT HERINAFTER REFERRED TO AS POINT "J"; THENCE CONTINUE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TERRACE POINT DRIVE TO A POINT HERINAFTER REFERRED TO AS POINT "K"; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 603.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 40.21 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 3 DEGREES 49 MINUTES 14 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 60 DEGREES 45 MINUTES 15 SECONDS WEST 40.20 FEET); SOUTH 38 DEGREES 11 MINUTES 00 SECONDS EAST 44.32 FEET TO SAID NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 17.03 FEET TO THE ABOVE MENTIONED POINT "K"; THENCE CONTINUE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE ABOVE MENTIONED POINT "J"; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 50.10 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 5 DEGREES 33 MINUTES 10 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 59 DEGREES 48 MINUTES 02 SECONDS WEST 50.09 FEET); THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 302.12 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 143.02 FEET TO SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE, 60.00 FEET TO POINT OF BEGINNING.

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET); THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE THE FOLLOWING TWO COURSES BEING ALONG THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; SOUTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 143.02 FEET; AND SOUTH 26 DEGREES 49 MINUTES 00 WEST 302.12 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE (VACATED); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 16.12 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 01 DEGREES 47 MINUTES 12 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 56 DEGREES 08 MINUTES 38 SECONDS WEST 16.12 FEET); THENCE THE FOLLOWING TWO COURSES BEING PARALLEL WITH AND 15 FEET NORTHWESTERLY (MEASURED PERPENDICULAR TO) OF THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 303.73 FEET; AND NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 144.27 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 16.17 FEET TO THE POINT OF BEGINNING. CONTAINS 4.21± ACRES (183,231± SQ. FT.)



Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESENKA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

COVER SHEET B

PROPOSED DATED 09-05-2018

DRIESENKA & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI • 616-396-0235
Kalamazoo, MI • 269-944-1435
Detroit, MI • 616-396-0235
www.driesenka.com

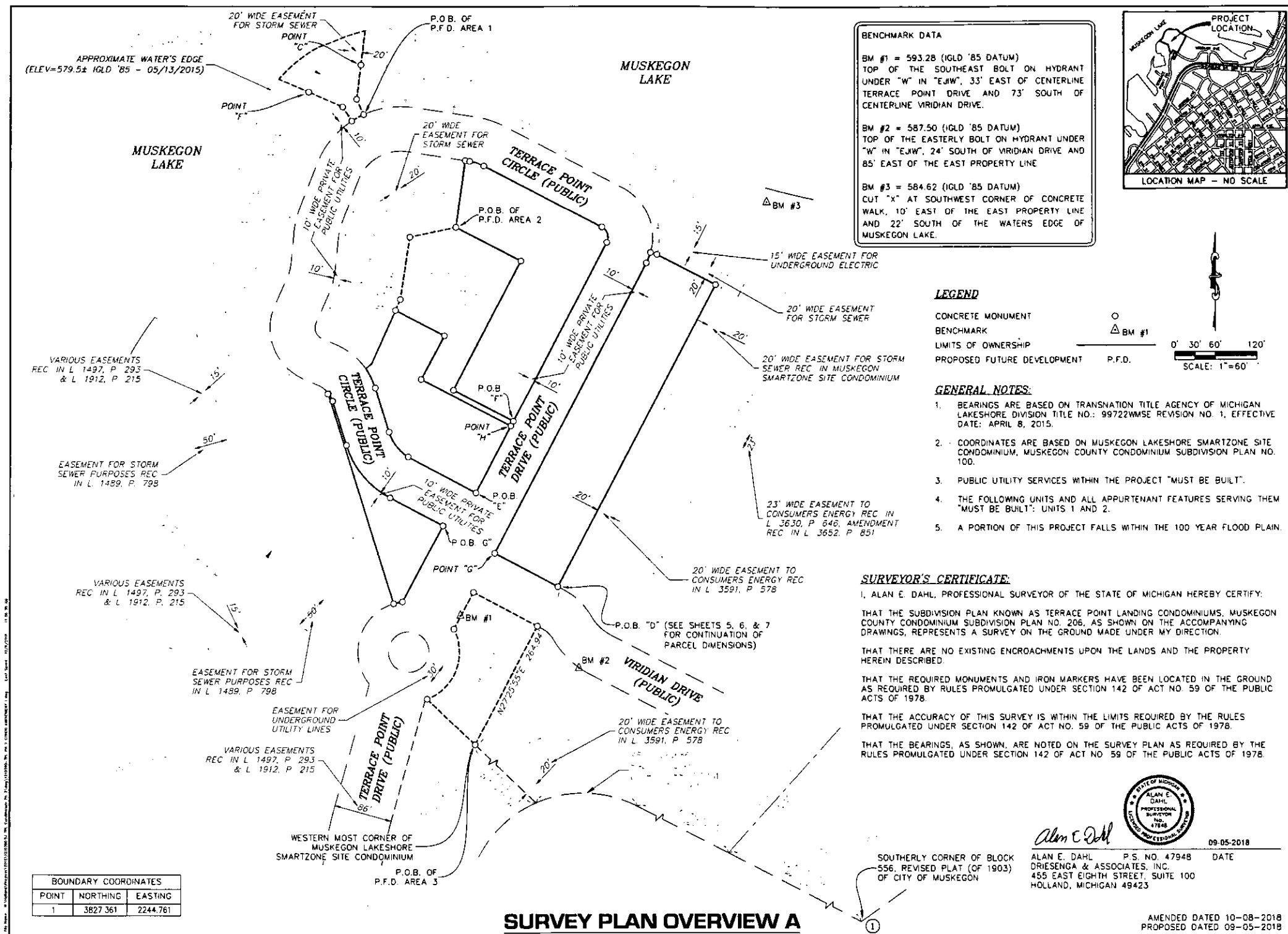
REVISIONS	
1	CHANGED FROM 1/4" = 1' TO 1/8" = 1' (SEE PLAN)
2	ADDED 1/4" = 1' SCALE BAR
3	ADDED 1/8" = 1' SCALE BAR
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99	ADDED 1/8" = 1' SCALE BAR
100	ADDED 1/4" = 1' SCALE BAR

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
700 W. WALTON AVENUE, SUITE A
MUSKEGON, MICHIGAN 49440

COVER SHEET B

Designed By	
Drawn By	CLK
Checker By	Detor
Print	
Scale	09-05-2018
Sheet No.	1210390 SJ
	2 of 18

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 9 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
D11 5636597



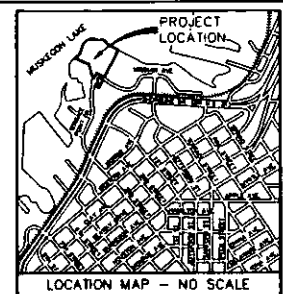
BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
1	3827.361	2244.761

BENCHMARK DATA

BM #1 = 593.28 (IGLD '85 DATUM)
TOP OF THE SOUTHEAST BOLT ON HYDRANT UNDER "W" IN "EJW", 33' EAST OF CENTERLINE TERRACE POINT DRIVE AND 73' SOUTH OF CENTERLINE VIRIDIAN DRIVE.

BM #2 = 587.50 (IGLD '85 DATUM)
TOP OF THE EASTERLY BOLT ON HYDRANT UNDER "W" IN "EJW", 24' SOUTH OF VIRIDIAN DRIVE AND 85' EAST OF THE EAST PROPERTY LINE

BM #3 = 584.62 (IGLD '85 DATUM)
CUT "X" AT SOUTHWEST CORNER OF CONCRETE WALK, 10' EAST OF THE EAST PROPERTY LINE AND 22' SOUTH OF THE WATERS EDGE OF MUSKEGON LAKE.



LEGEND

- CONCRETE MONUMENT
- BENCHMARK
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT

GENERAL NOTES:

- BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
- COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
- PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
- THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
- A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

SURVEYOR'S CERTIFICATE:

I, ALAN E. DAHL, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS TERRACE POINT LANDING CONDOMINIUMS, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 206, 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 THE 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 THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE 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.



ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

DATE 09-05-2018
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

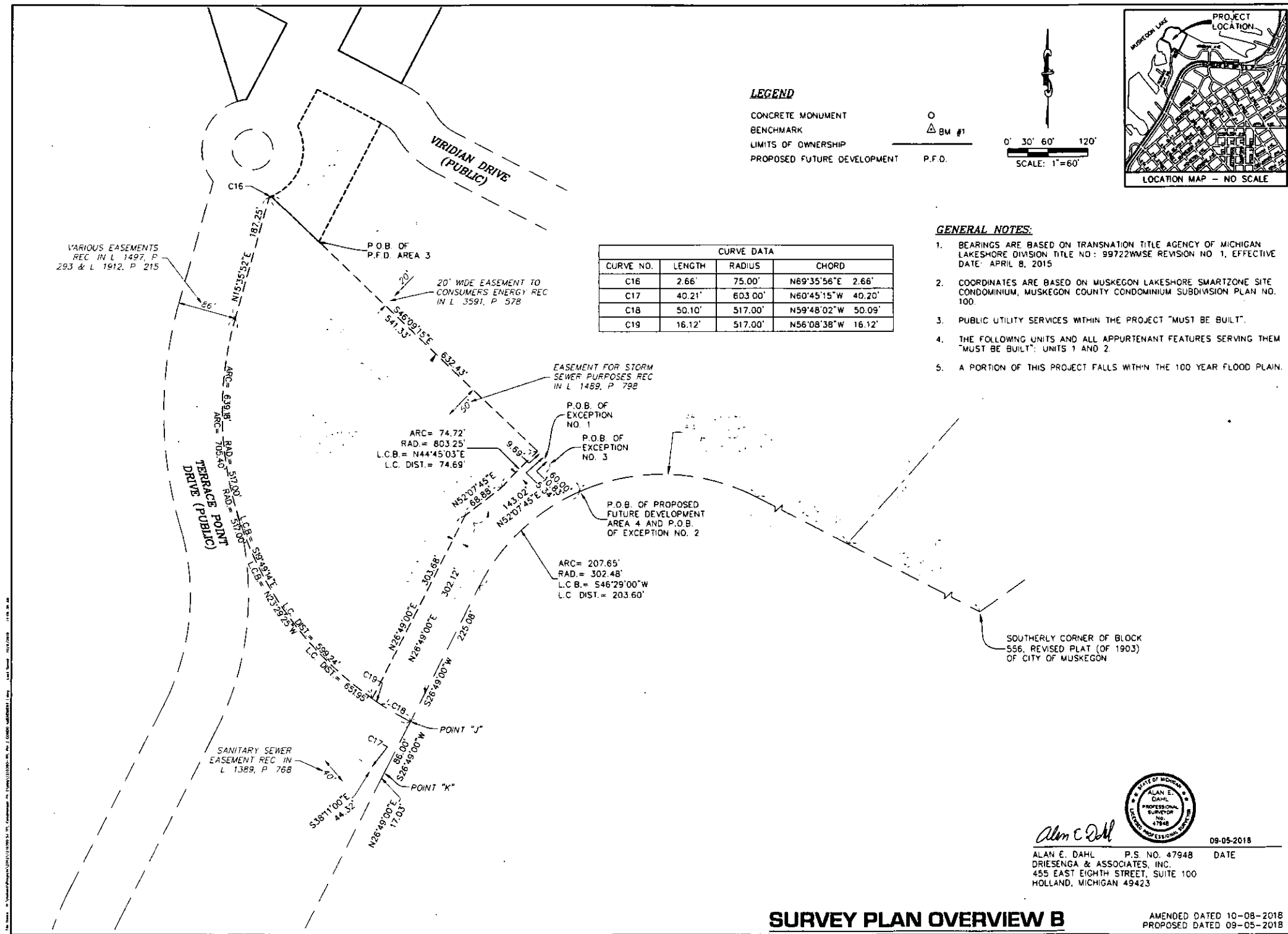
DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI • 616-295-0253
Grand Rapids, MI • 616-798-3800
Kalamazoo, MI • 269-544-1435
Detroit, MI • 616-596-0253

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO
TERRACE POINT LANDING, LLC
7500 WALTON AVE., SUITE 100
MUSKEGON, MICHIGAN 49840

SURVEY PLAN OVERVIEW A

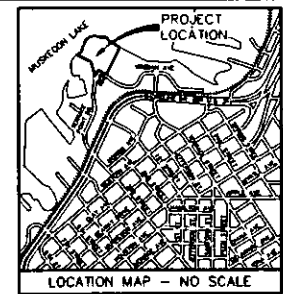
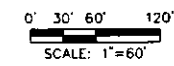
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Print: 1"=60'
Scale: 09-05-2018
1210390 SJ
28%

Sheet No: **3** of 18



LEGEND

- CONCRETE MONUMENT
- BENCHMARK
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT



CURVE DATA			
CURVE NO.	LENGTH	RADIUS	CHORD
C16	2.66'	75.00'	N69°35'56"E 2.66'
C17	40.21'	603.00'	N60°45'15"W 40.20'
C18	50.10'	517.00'	N59°48'02"W 50.09'
C19	16.12'	517.00'	N56°08'38"W 16.12'

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSDATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015
2. COORDINATES ARE BASED ON MUSKOGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKOGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI • 616-584-0253
Grand Rapids, MI • 616-718-3800
Kalamazoo, MI • 269-544-1435
Detroit, MI • 313-286-0755

REVISIONS
1. 09-05-2018
2. 09-05-2018
3. 09-05-2018
4. 09-05-2018
5. 09-05-2018

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGON, MUSKOGON CO.
TERRACE POINT LANDING, LLC
705 W. WALTON AVE., SUITE A
MUSKOGON, MICHIGAN 49440
SURVEY PLAN OVERVIEW B



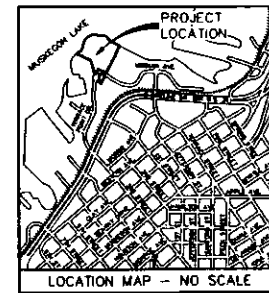
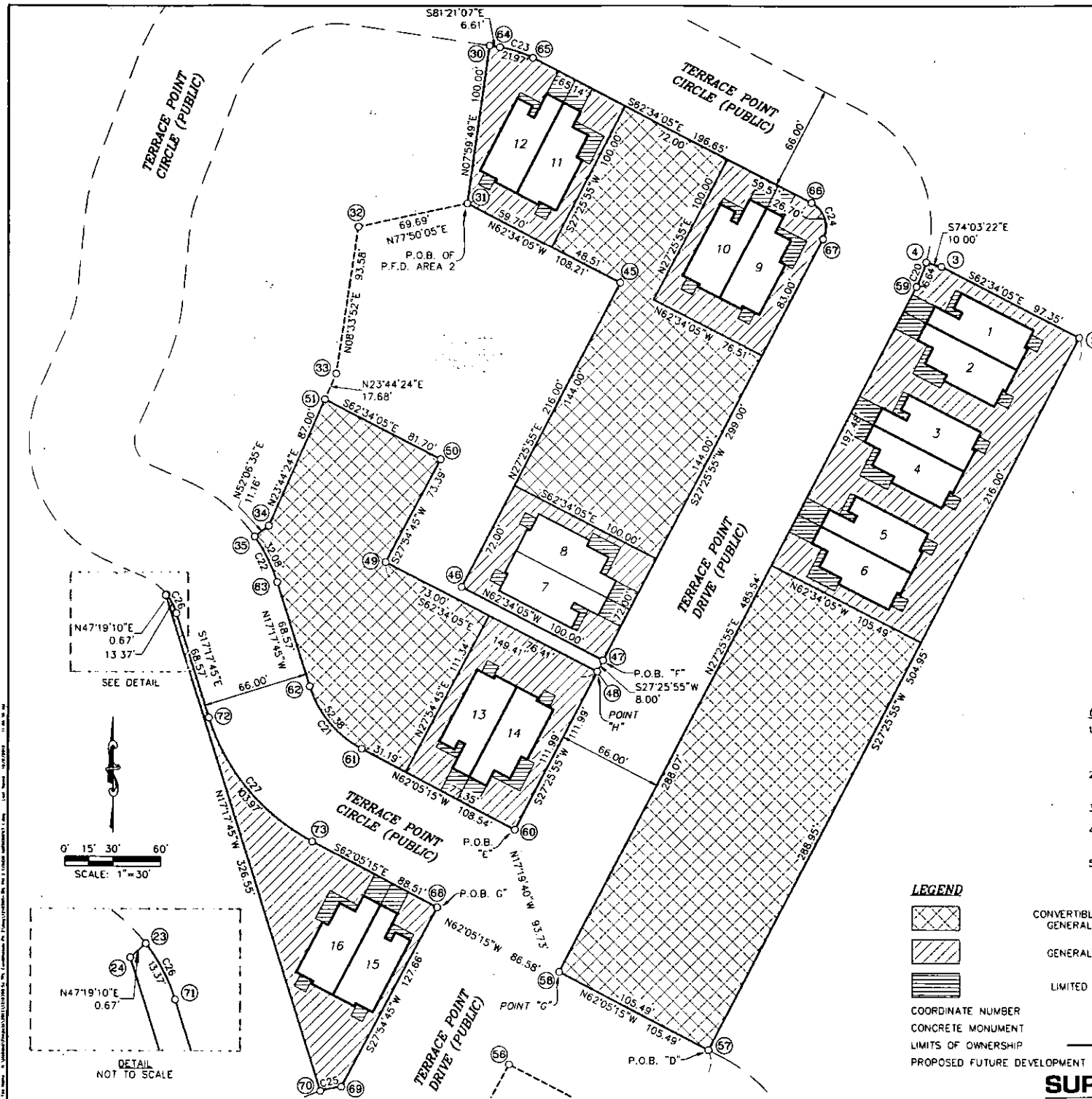
Alan E. Dahl
ALAN E. DAHL
PROFESSIONAL SURVEYOR
No. 47948
DATE
09-05-2018
1210390.5J
HOLLAND, MICHIGAN 49423

SURVEY PLAN OVERVIEW B

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

Designed By: _____
Drawn By: _____
Checked By: _____
Date: _____
Plat: _____
Scale: 1"=60'
Date: 09-05-2018
Sheet No: 4 of 18

MARK F. FAIRCHILD Libler: 4189 Page: 846
REGISTER OF DEEDS PAGE: 11 of 25
County Michigan 10/16/2018 03:55 PM
Muskegon 5635597
D11



CURVE DATA			
CURVE NO.	LENGTH	RADIUS	CHORD
C20	16.64'	83.00'	N21°41'16\"E 16.61'
C21	52.38'	67.00'	N39°41'30\"W 51.05'
C22	32.08'	103.00'	N26°13'06\"W 31.95'
C23	21.97'	67.00'	S71°57'36\"E 21.87'
C24	26.70'	17.00'	S17°34'05\"E 24.04'
C25	13.53'	75.00'	S77°45'46\"W 13.51'
C26	13.37'	37.00'	S27°38'58\"E 13.30'
C27	103.97'	133.00'	S39°41'30\"E 101.35'

BOUNDARY COORDINATES			BOUNDARY COORDINATES		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
2	5460.619	843.318	59	5492.779	741.155
3	5505.470	756.910	60	5151.308	489.551
4	5508.217	747.295	61	5202.117	489.551
23	5299.030	271.459	62	5241.403	361.032
24	5298.573	270.963	63	5306.872	340.647
30	5644.465	473.455	64	5643.470	479.993
31	5545.437	459.543	65	5636.699	500.786
32	5530.752	391.421	66	5546.105	675.320
33	5438.217	377.485	67	5523.185	682.577
34	5342.391	335.340	68	5102.360	440.959
35	5335.535	326.531	69	4989.552	381.198
56	5003.780	486.058	70	4986.789	368.048
57	5012.445	610.690	71	5287.249	277.631
58	5061.829	517.468	72	5221.781	298.017
			73	5143.795	362.743

GENERAL NOTES:

- BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
- COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
- PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
- THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
- A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE NUMBER
- CONCRETE MONUMENT
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT P.F.D.



ALAN E. DAHL
 PROFESSIONAL SURVEYOR
 NO. 47548
 STATE OF MICHIGAN
 09-05-2018
 DATE
 AMENDED DATED 10-08-2018
 PROPOSED DATED 09-05-2018

SURVEY PLAN A

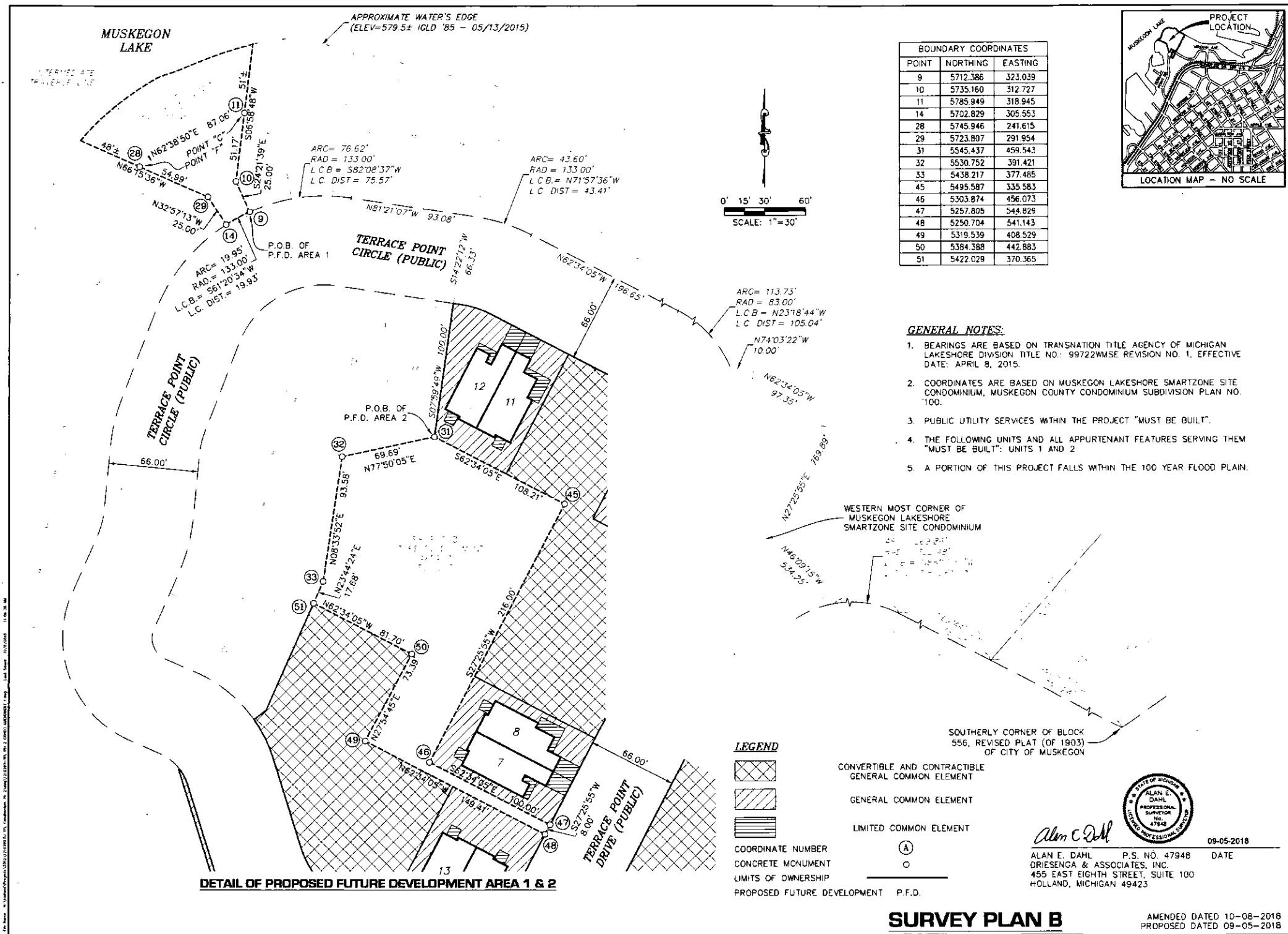
DRIESEN & ASSOCIATES, INC.
 Engineering • Surveying • Testing
 1000 W. WALTON AVE., SUITE A
 MUSKEGON, MICHIGAN 49840
 Phone: 616-794-0255
 Fax: 616-794-0256
 Email: info@driesen.com

REVISIONS
 1. 09-05-2018
 2. 10-08-2018
 3. 10-16-2018

TERRACE POINT LANDING CONDOMINIUMS
 SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
 TERRACE POINT LANDING, LLC
 75 W. WALTON AVE., SUITE A
 MUSKEGON, MICHIGAN 49840
 SURVEY PLAN A

Project By: _____
 Drawn By: _____
 Checked By: _____
 Date: _____
 1"=30'
 09-05-2018
 1210390.5J
 5 of 18

MARK F. FAIRCHILD Liber.: 4169 Page: 846
 REGISTER OF DEEDS PAGE: 12 of 25
 Muskegon County Michigan 10/16/2018 03:55 PM
 D11 5638597



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
9	5712.386	323.039
10	5735.160	312.727
11	5785.949	318.945
14	5702.829	305.553
28	5745.946	241.615
29	5723.807	291.954
31	5545.437	459.543
32	5530.752	391.421
33	5438.217	377.485
45	5495.587	335.583
46	5303.874	456.073
47	5257.805	544.829
48	5250.704	541.143
49	5319.539	408.529
50	5384.388	442.883
51	5422.028	370.365

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSHATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
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LEGEND

- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE NUMBER
- CONCRETE MONUMENT
- LIMITS OF OWNERSHIP
- PROPOSED FUTURE DEVELOPMENT
- P.F.D.



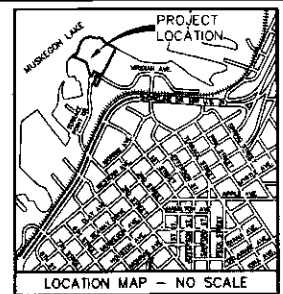
ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

DATE

SURVEY PLAN B

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018



DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI - 616-396-0033
Grand Rapids, MI - 616-744-3800

REVISIONS

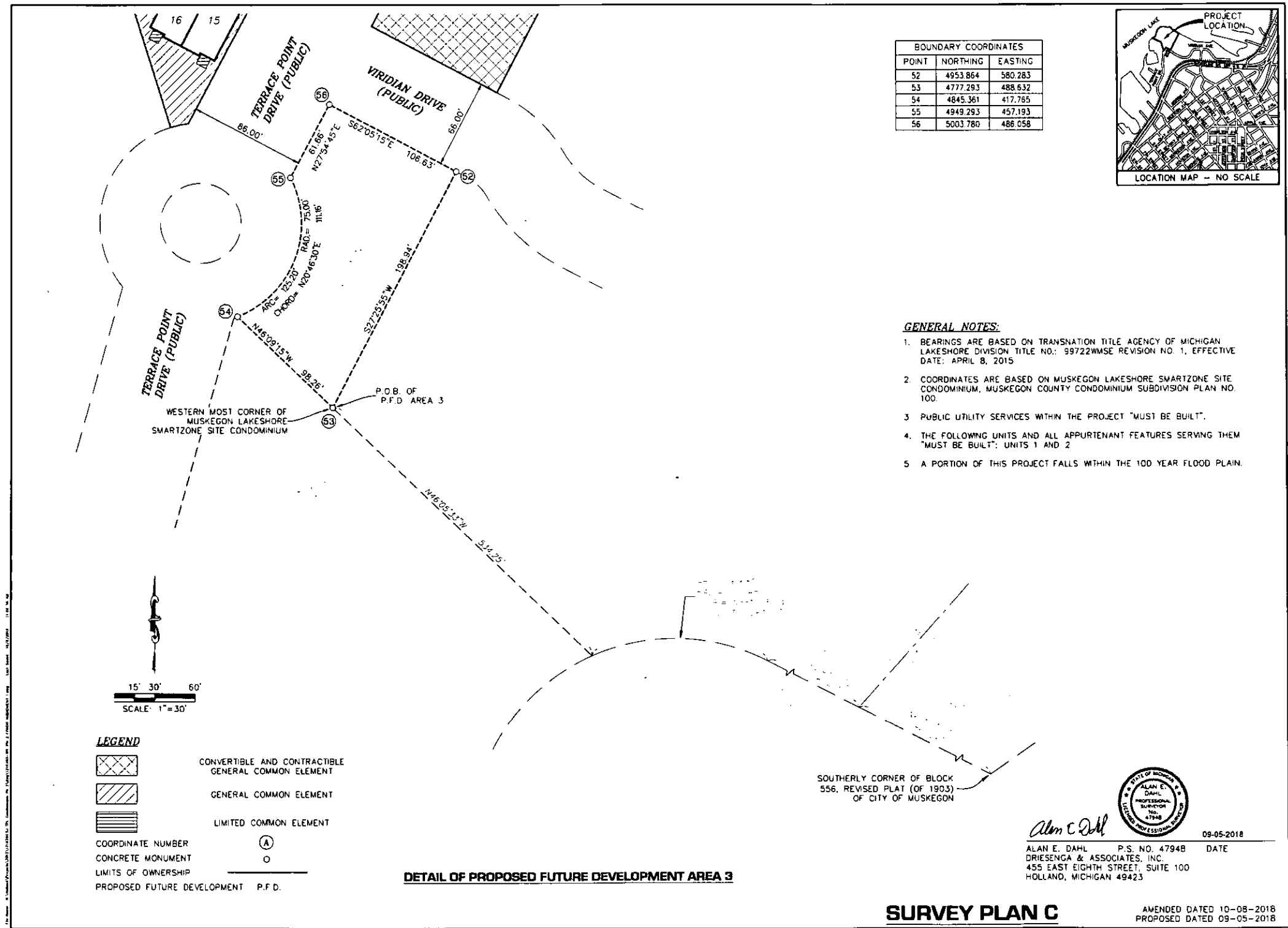
1	CHANGED AREA THAT WAS NOT BE BUILT TO UNIT 10-08-2018, D.A.
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING LLC
701 W. WALTON AVE., SUITE 4040
MUSKEGON, MICHIGAN 49440

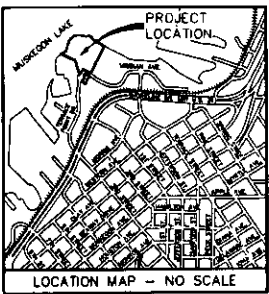
SURVEY PLAN B

Designed By: _____
Drawn By: ALAN E. DAHL
Checked By: _____
Date: 09-05-2018
Scale: 1" = 30'
Sheet No: 6 of 18

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 13 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
011 5835597



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
52	4953.864	580.283
53	4777.293	488.632
54	4845.361	417.785
55	4949.293	457.193
56	5003.780	486.058



- GENERAL NOTES:**
1. BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015
 2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2
 5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

DRIESENKA & ASSOCIATES, INC.
 Engineering • Surveying • Testing
 Holland, MI - 815-396-0253
 Grand Rapids, MI - 616-749-3800
 Kalamazoo, MI - 269-544-1455
 Detroit, MI - 815-396-0255

REVISIONS

1	CHANGED DATE THAT "MUST BE BUILT" TO UNITS 1 AND 2
2	NO REVISIONS

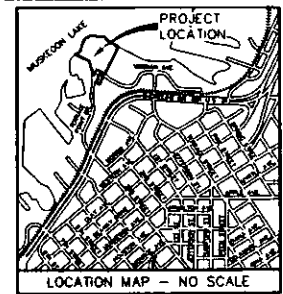
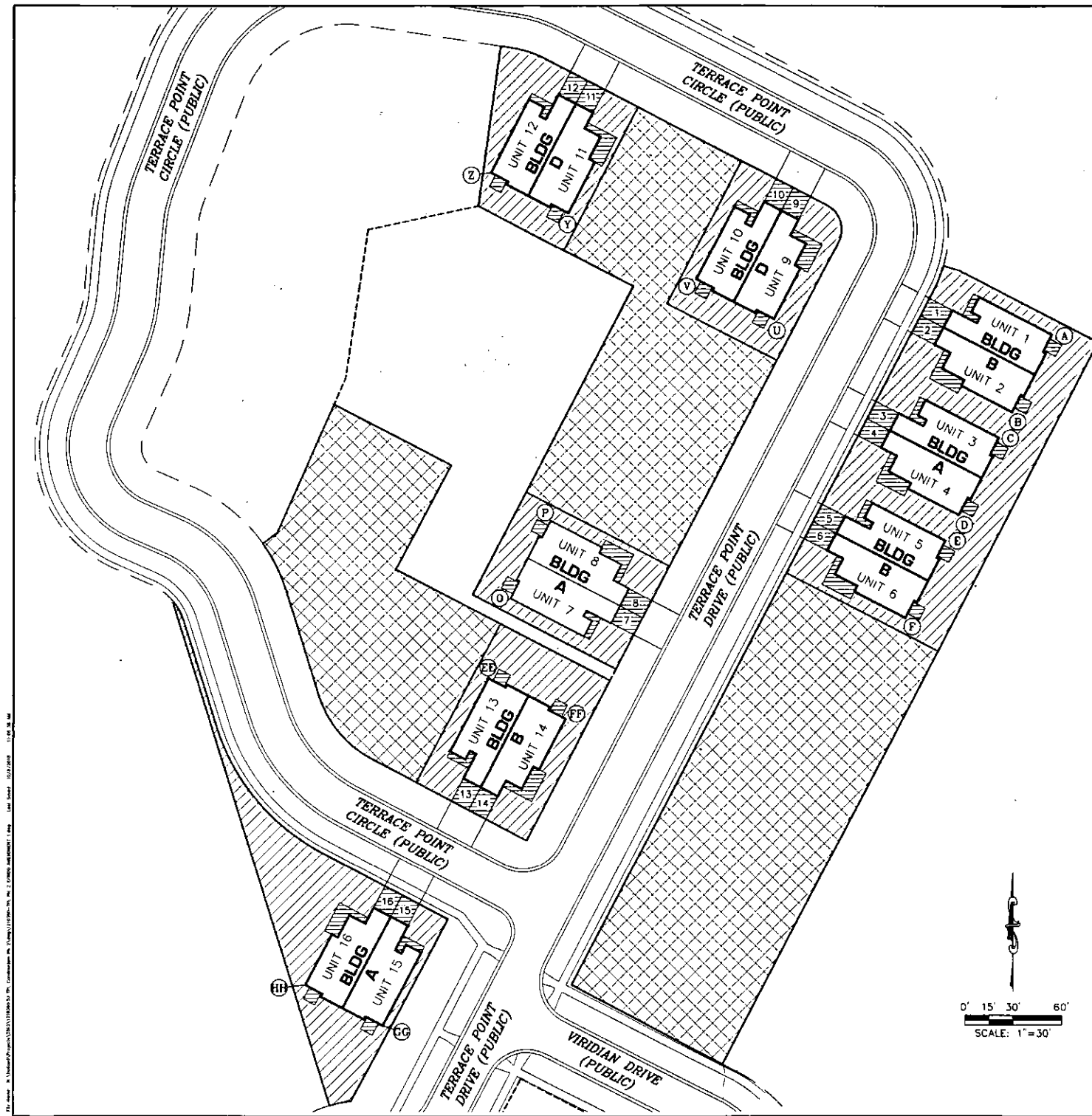
TERRACE POINT LANDING CONDOMINIUMS
 SEC. 19, T10N, R18W CITY OF MUSKEGON, MUSKEGON CO.
 TERRACE POINT LANDING, LLC
 75 W. WALTON AVE., SUITE A
 MUSKEGON, MICHIGAN 49440

Drawn By: CLK
 Checked By: CLK
 Put: CLK
 Date: 09-05-2018
 1210390 SJ
 Sheet No: 7 of 18

Alan E. Dahl
 ALAN E. DAHL
 PROFESSIONAL SURVEYOR
 No. 47948
 DATE 09-05-2018
 DRIESENKA & ASSOCIATES, INC.
 455 EAST EIGHTH STREET, SUITE 100
 HOLLAND, MICHIGAN 49423

SURVEY PLAN C
 AMENDED DATED 10-08-2018
 PROPOSED DATED 09-05-2018

MARK F. FAIRCHILD Liber: 4189 Page: 846
 REGISTER OF DEEDS PAGE: 14 of 25
 Muskegon County Michigan 10/16/2018 03:55 PM
 D11 5635597



BUILDING COORDINATES		
POINT	NORTHING	EASTING
A	5465.296	814.772
B	5417.368	789.894
C	5401.392	781.602
D	5353.464	7556.724
E	5337.488	748.432
F	5289.560	723.554
G	5301.727	479.746
H	5349.655	504.623
I	5475.208	642.599
J	5500.085	594.671
K	5541.228	515.406
L	5568.106	467.478
M	5251.964	465.923
N	5226.886	513.747
O	5036.537	400.726
P	5061.615	352.902

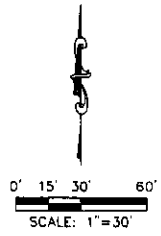
GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
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3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND

- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

COORDINATE NUMBER
LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESENGA & ASSOCIATES, INC.
465 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423
DATE 09-05-2018

SITE PLAN

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
www.driesenga.com
Holland, MI - 616-396-0225
Grand Rapids, MI - 616-795-3800
Kalamazoo, MI - 268-544-1425
Detroit, MI - 616-396-0225

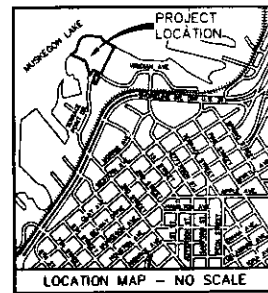
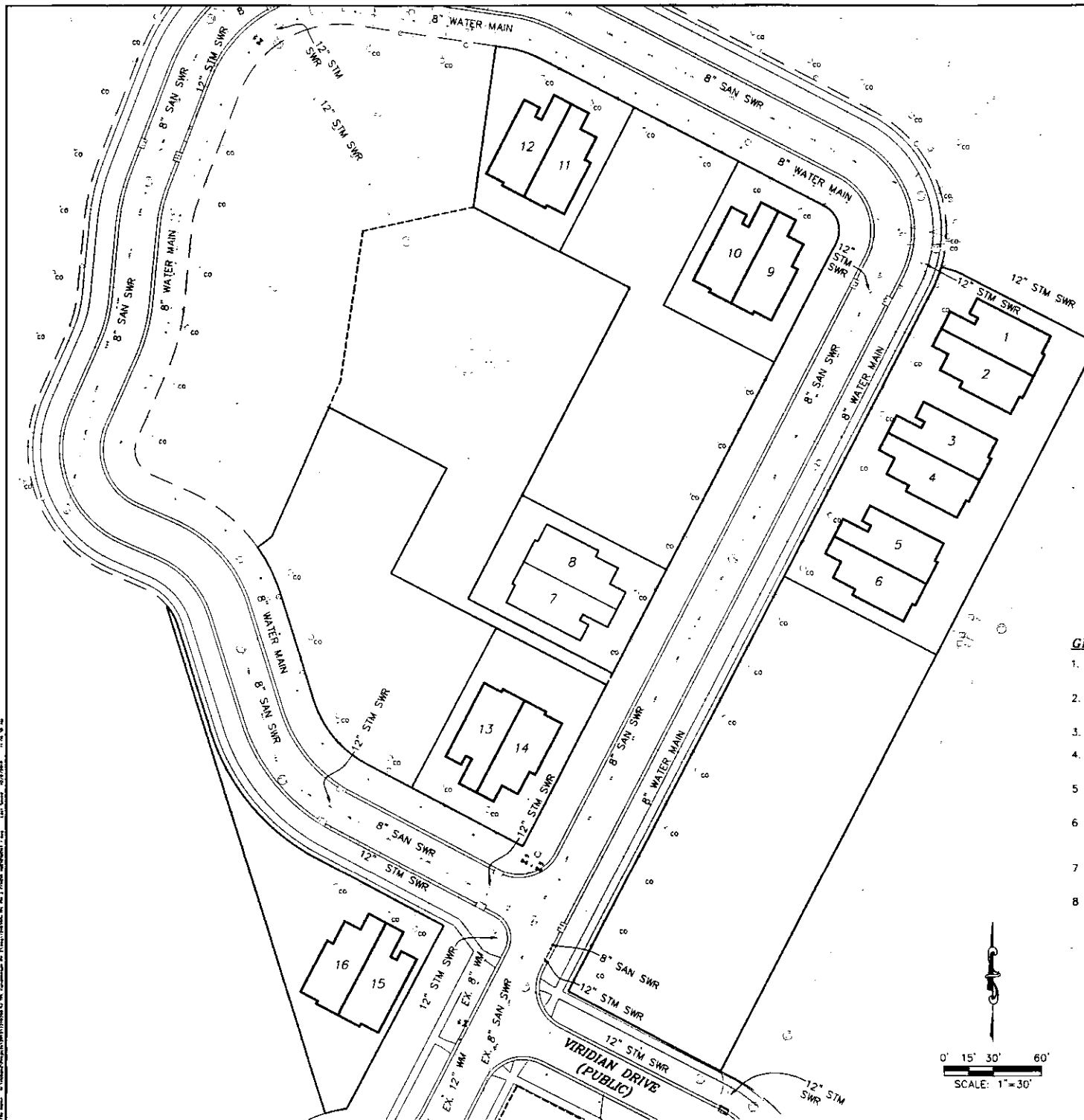
REVISIONS	
1	CHANGED DATE FROM 09-05-2018 TO 10-08-2018

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
100 WALTON AVE., SUITE 440
MUSKEGON, MICHIGAN 49440
SITE PLAN

Designed By: _____
Drawn By: CLK
Checked By: _____
Date: 09-05-2018
1210390 SJ
Sheet No: 8 of 18

MARK F. FAIRCHILD Liber: 4189 Page: 846
REGISTER OF DEEDS PAGE: 15 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
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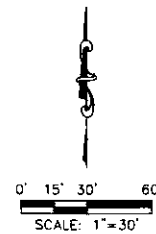


LEGEND

HYDRANT	
WATER VALVE	
STOP BOX	
WATER METER PIT	
STORM MH	
CATCH BASIN	
CULVERT	
SANITARY MH	
CLEANOUT	
ELECTRIC MH	
ELECTRIC METER	
TRANSFORMER	
UTILITY RISER	
TELEPHONE MH	
WATERMAIN	
SANITARY SEWER	
STORM SEWER	
GAS	
ELECTRIC	
FIBER	

GENERAL NOTES:

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4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. ALL REMAINING UTILITIES NOT SHOWN AND METER LOCATIONS TO BE SHOWN ON AS-BUILTS.
6. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
7. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-482-7171.
8. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.



Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948 DATE
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

UTILITY PLAN

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
www.driesenga.com
Holland, MI - 616-396-1033
Grand Rapids, MI - 616-247-3800
Farmington, MI - 248-944-1105
Detroit, MI - 313-267-0225

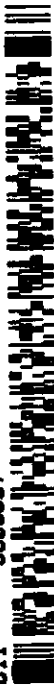
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2. CHANGED UNIT 15 TO 16
3. CHANGED UNIT 16 TO 15

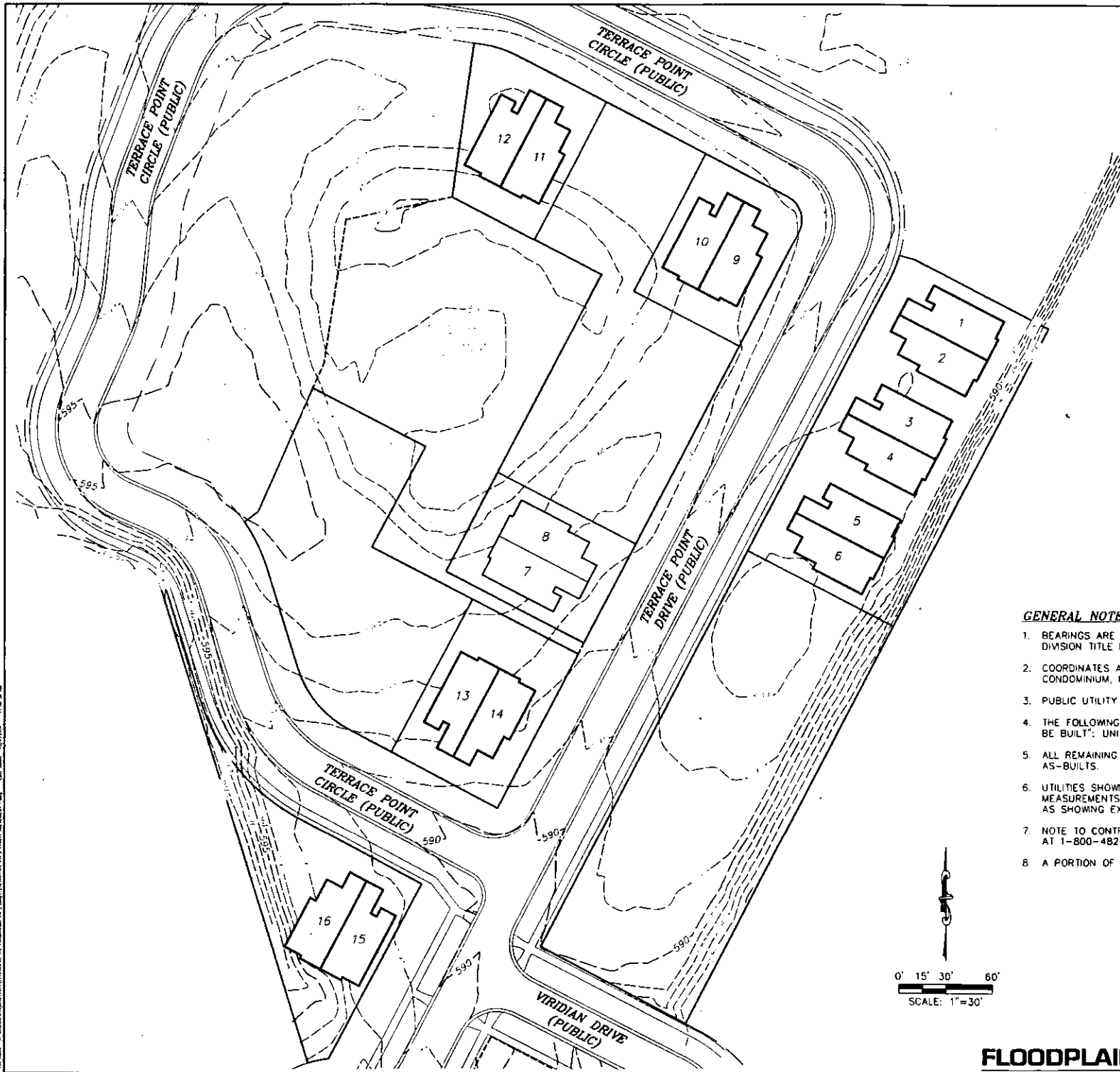
TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, T10N, R15W, CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

UTILITY PLAN

Designed By:	
Drawn By:	GLK
Checked By:	Date:
Plot:	
1"=30'	
Scale:	
09-05-2018	
1210390.SJ	
Sheet No.:	
9	of 18

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 18 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
D11 5835597





GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
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8. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.



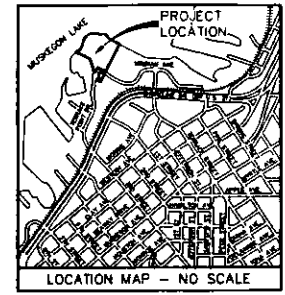
Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948 DATE
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

09-05-2018

FLOODPLAIN PLAN

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018



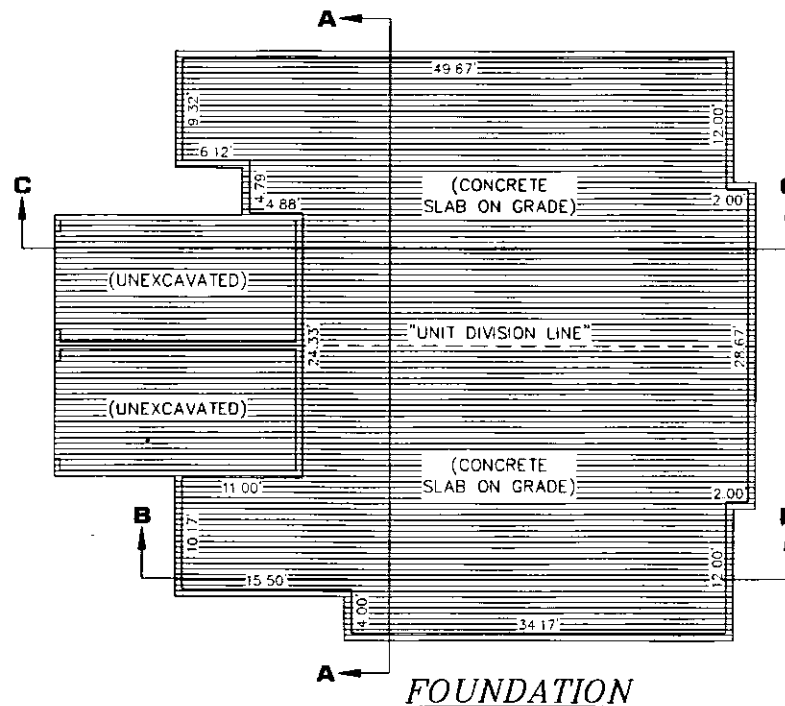
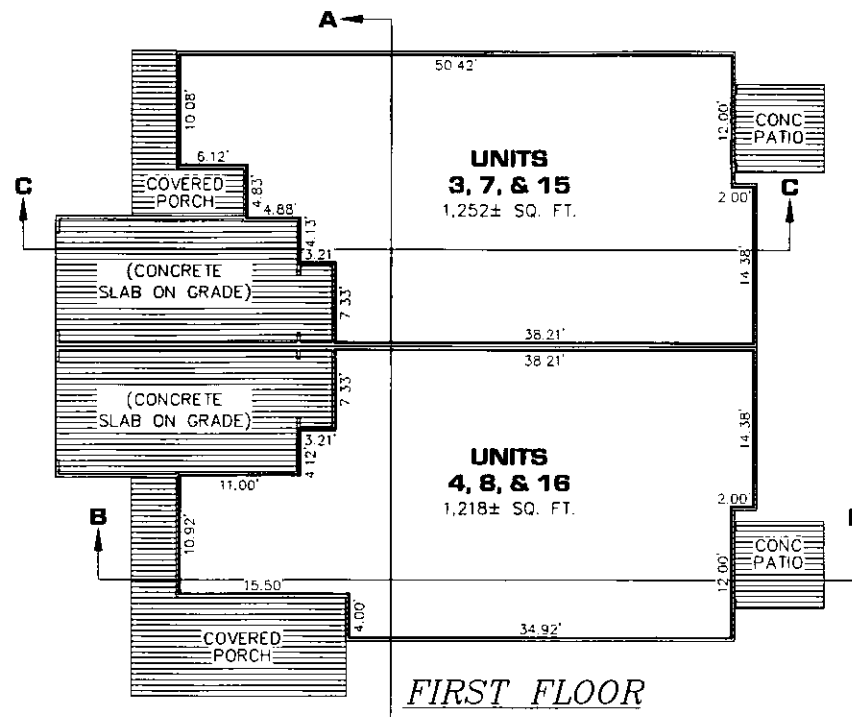
DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
www.driesen.com
Muskegon, MI - 616-396-0253
Holland, MI - 616-396-0253
Grand Rapids, MI - 616-799-3800

REVISIONS	
1	Initial Issue
2	Revised
3	Revised
4	Revised
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96	Revised
97	Revised
98	Revised
99	Revised
100	Revised

TERRACE POINT LANDING CONDOMINIUMS
SEC. 18, TION BURN CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE 4
MUSKEGON, MICHIGAN 49440
FLOODPLAIN PLAN

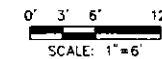
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Drawn By:	GLK
Checked By:	Date
Plot:	
1" = 30'	
Scale:	
09-05-2018	
1210390.SJ	
10	of 18

MARK F. FAIRCHILD Liber: 4189 Page: 846
REGISTER OF DEEDS PAGE: 17 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
011 9635597



GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE IN FEET.
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. FOUNDATION, FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND/OR SQUARE FEET AREA ARE POSSIBLE.
8. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT, ARE LIMITED COMMON ELEMENTS.
9. THE LOAD BEARING WALL BETWEEN THE UNITS IS LIMITED COMMON ELEMENT APPURTENANT TO BOTH UNITS OF THE BUILDING.
10. THE EXTERIOR SIDING IS GENERAL COMMON ELEMENT.
11. EACH CONCRETE PATIO IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
12. EACH COVERED PORCH IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
13. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVIDING / DEMISING WALL, BUT DO NOT INCLUDE GARAGES.



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALAN E. DAHL P.S. NO. 47948 DATE 09-05-2018

 DRIESEN & ASSOCIATES, INC.

 455 EAST EIGHTH STREET, SUITE 100

 HOLLAND, MICHIGAN 49423

FLOOR PLAN - BUILDING A

AMENDED DATED 10-05-2018
 PROPOSED DATED 09-05-2018

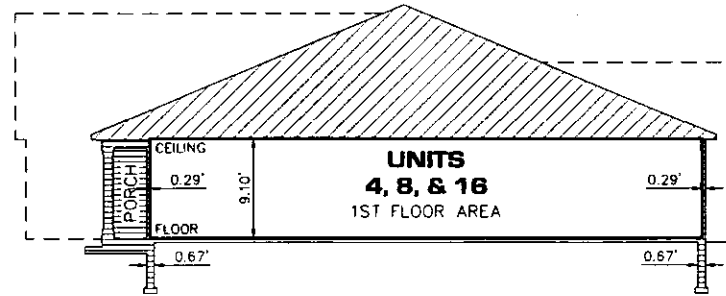
DRIESEN & ASSOCIATES, INC.
 Engineering • Surveying • Testing
 www.drieseninc.com
 Holland, MI • 616-396-0235
 Grand Rapids, MI • 616-749-3800
 Kalamazoo, MI • 269-544-1435
 Detroit, MI • 313-296-0255

REVISIONS
CHANGED UNITS FROM 1 TO 3, 7, & 15 TO 3, 7, & 15
DATE: 09-05-2018
BY: [Signature]

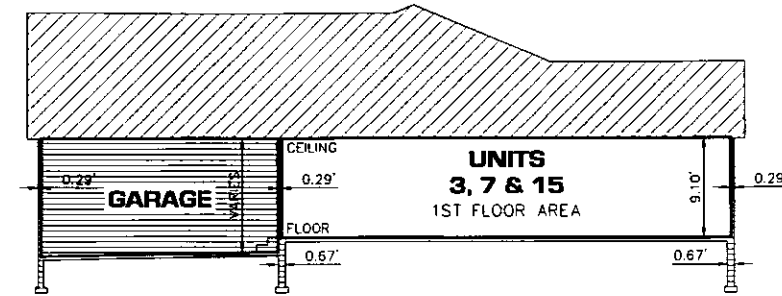
TERRACE POINT LANDING CONDOMINIUMS
 SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
 TERRACE POINT LANDING, LLC
 15 JAMES WALTON LANE, SUITE 100
 MUSKOGEE, MICHIGAN 49440
FLOOR PLAN - BUILDING A

Drawn By: CLK
 Checked By: [Signature]
 Date: 09-05-2018
 Scale: 1"=6'
 Job No: 1210390.5J
 Sheet No: 11 of 18

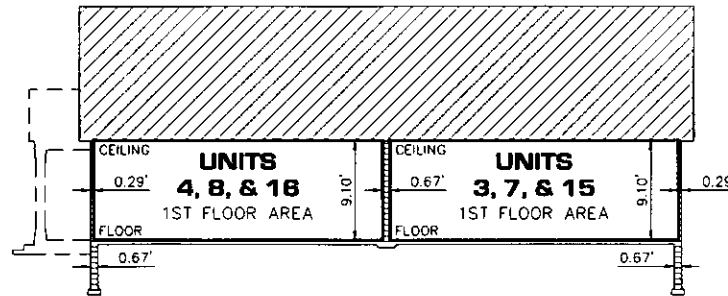
MARK F. FAIRCCHILD Lib: 4169 Page: 846
 REGISTER OF DEEDS PAGE: 18 of 25
 Muskegon County Michigan 10/16/2018 03:53 PM
 D11 5635567



SECTION B-B



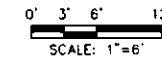
SECTION C-C



SECTION A-A

GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
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12. EACH COVERED PORCH IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

ALAN E. DAHL P.S. NO. 47948 DATE 09-05-2018

 DRIESEN & ASSOCIATES, INC.

 455 EAST EIGHTH STREET, SUITE 100

 HOLLAND, MICHIGAN 49423

SECTION PLAN - BUILDING A

AMENDED DATED 10-08-2018
 PROPOSED DATED 09-05-2018

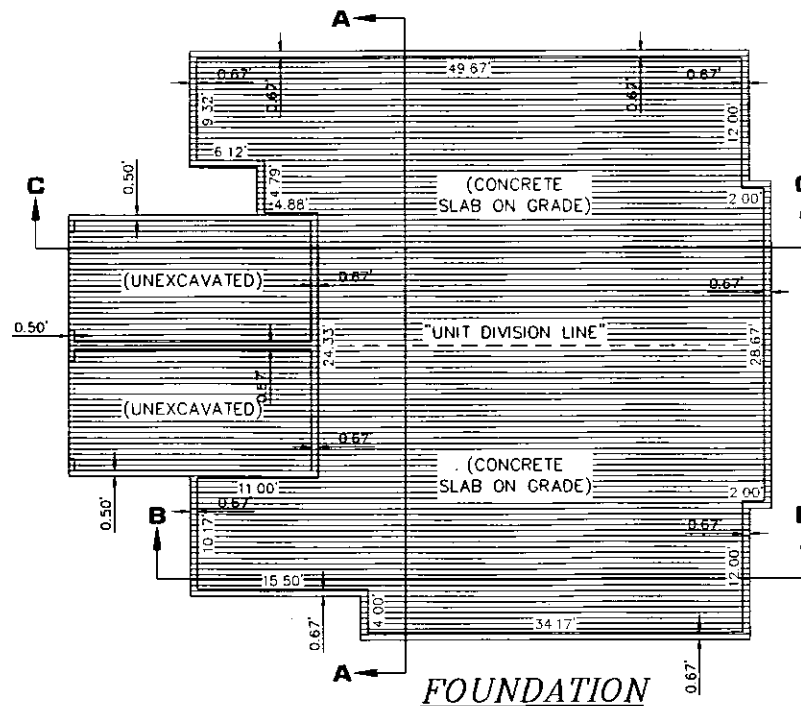
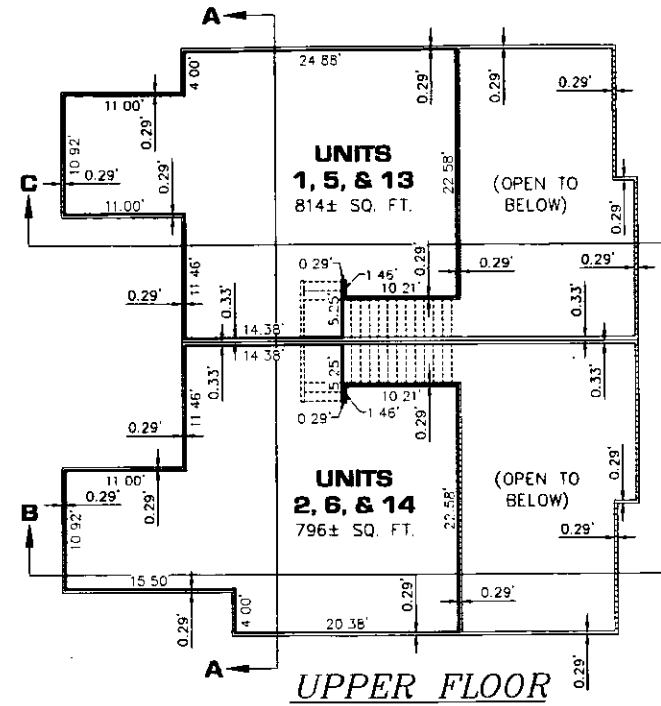
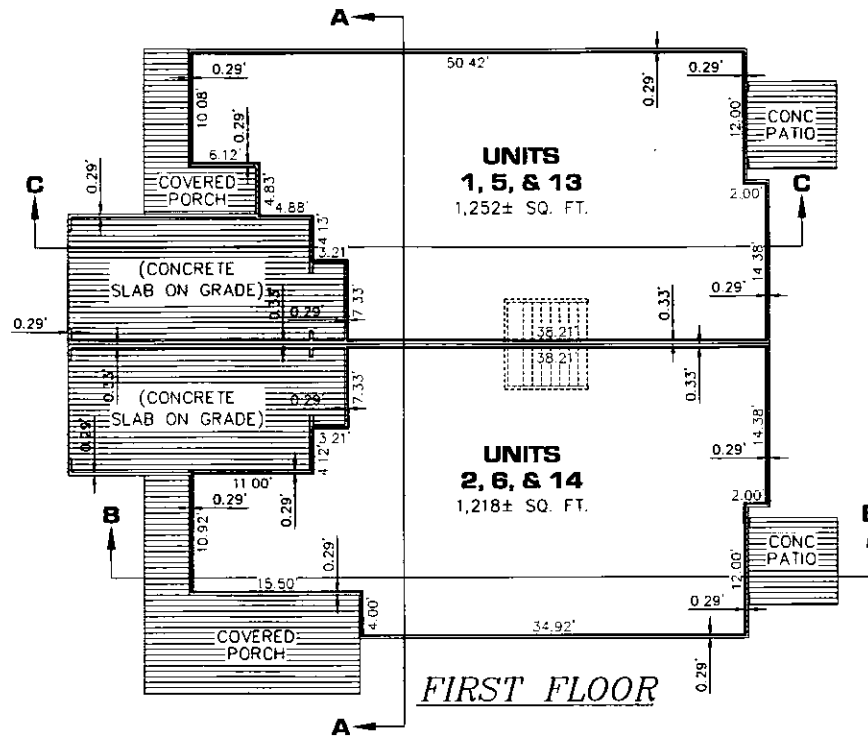
DRIESEN & ASSOCIATES, INC.
 Engineering • Surveying • Testing
 Holland, MI • 616-384-0235
 Grand Rapids, MI • 616-749-3800

REVISIONS

TERRACE POINT LANDING CONDOMINIUMS
 SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
 TERRACE POINT LANDING, LLC
 75 W. WALTON AVE., SUITE A
 MUSKEGON, MICHIGAN 49440

Prepared By:
 Drawn By:
 Checked By:
 Date: 09-05-2018
 1210390.SJ
 Sheet No: **12** of 18

MARK F. FAIRCHILD Lib: 4189 Page: 848
 REGISTER OF DEEDS PAGE: 19 of 25
 Muskegon County Michigan 10/16/2018 03:55 PM
 D11 5635587



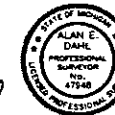
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0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
PROFESSIONAL SURVEYOR
NO. 47948
DATE
09-05-2018
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

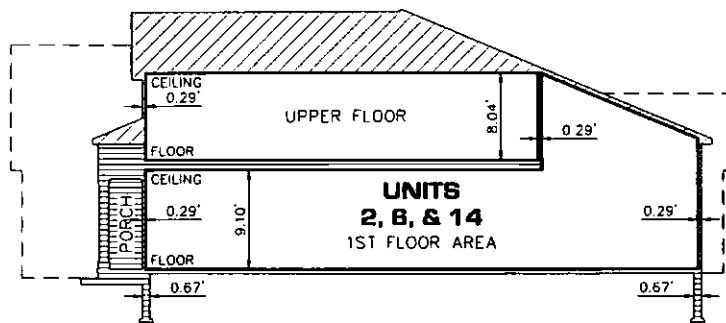
DRIESENGA & ASSOCIATES, INC.
Engineering - Surveying - Testing
www.driesenga.com
Holland, MI - 616-396-0225
Tulsa, MI - 918-544-1455
Grand Rapids, MI - 616-798-3801

REVISIONS
1. 09-05-2018 2. 10-08-2018 3. 10-16-2018

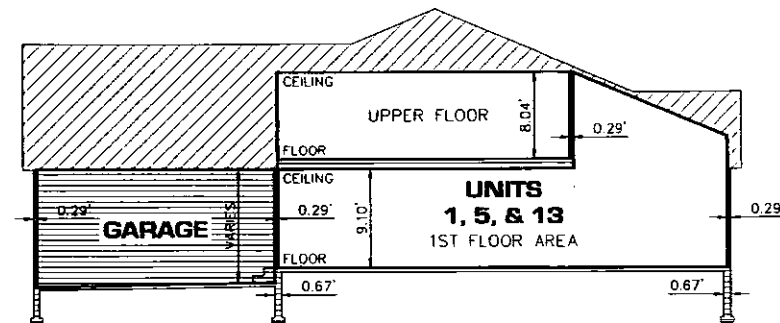
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
73 N WALTON AVE. SUITE 40
MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING B

Drawn By: CLK	Checked By: Date
Scale: 1"=6'	Date: 09-05-2018
Sheet No: 13	of 18

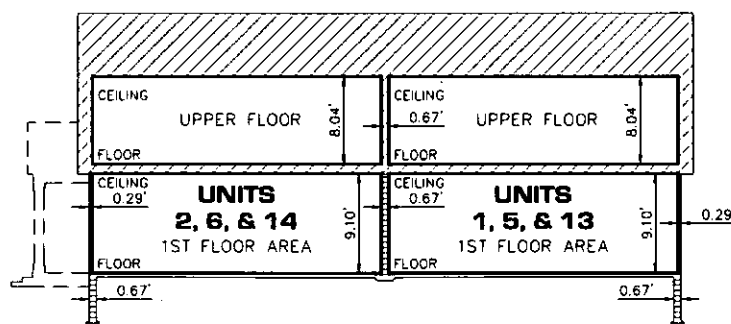
MARK F. FAIRCHILD Librarian: 4169 Page: 846
REGISTER OF DEEDS PAGE: 20 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
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SECTION B-B



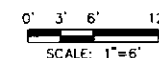
SECTION C-C



SECTION A-A

GENERAL NOTES:

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423
DATE 09-05-2018

SECTION PLAN - BUILDING B

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

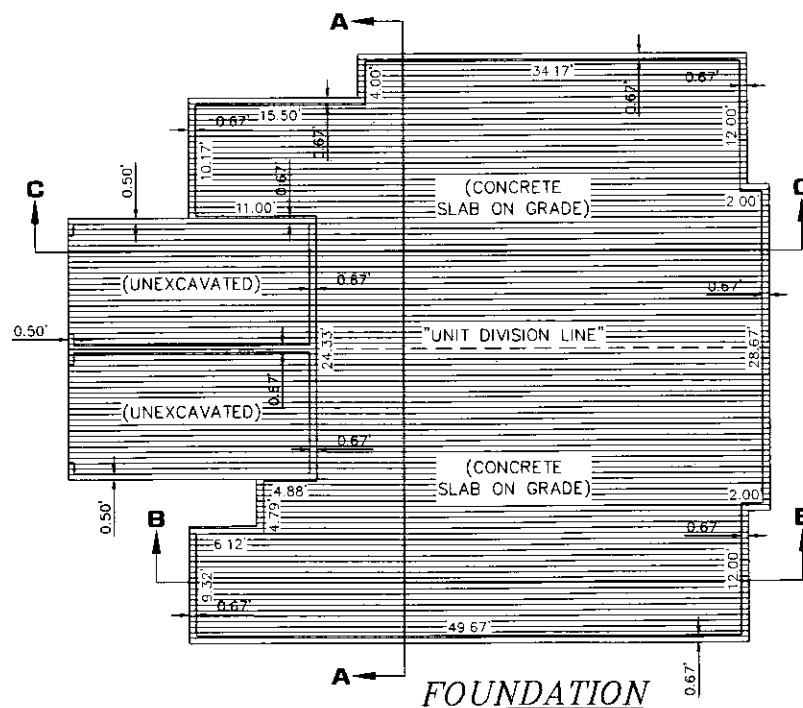
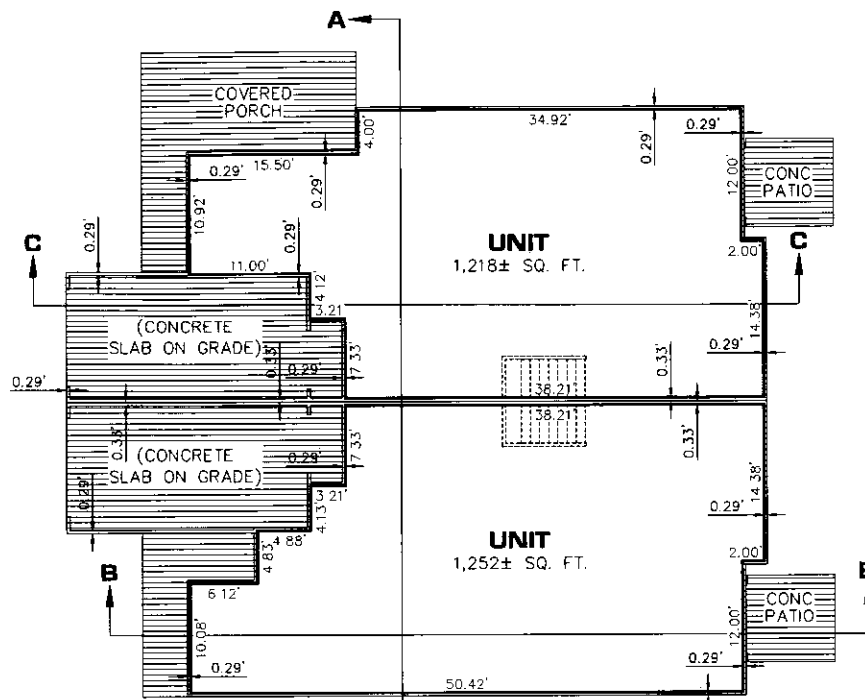
DRIESEN & ASSOCIATES, INC.
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www.driesen.com
Holland, MI - 616-394-0203
Grand Rapids, MI - 616-749-3800
Kalamazoo, MI - 269-544-1435
Detroit, MI - 313-266-3255

REVISIONS
1. CHANGED FROM 1/2" TO 1/4" SCALE
2. CHANGED FROM 1/2" TO 1/4" SCALE
3. CHANGED FROM 1/2" TO 1/4" SCALE
4. CHANGED FROM 1/2" TO 1/4" SCALE
5. CHANGED FROM 1/2" TO 1/4" SCALE
6. CHANGED FROM 1/2" TO 1/4" SCALE
7. CHANGED FROM 1/2" TO 1/4" SCALE
8. CHANGED FROM 1/2" TO 1/4" SCALE
9. CHANGED FROM 1/2" TO 1/4" SCALE
10. CHANGED FROM 1/2" TO 1/4" SCALE
11. CHANGED FROM 1/2" TO 1/4" SCALE
12. CHANGED FROM 1/2" TO 1/4" SCALE

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18W CITY OF MUSKOGEE, MUSKOGEE CO
TERRACE POINT LANDING LLC
TERRACE POINT LANDING
MUSKOGEE, MICHIGAN 49440
SECTION PLAN - BUILDING B

Designed By:	Alan E. Dahl
Drawn By:	Alan E. Dahl
Created By:	Alan E. Dahl
Date:	09-05-2018
File:	1210390.5J
Sheet No.:	14
of 18	

MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 21 of 25
County Michigan 10/16/2018 03:55 PM
Muskegon 5636597
D11



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0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

- GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP

Alan E. Dahl

ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423



09-05-2018

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

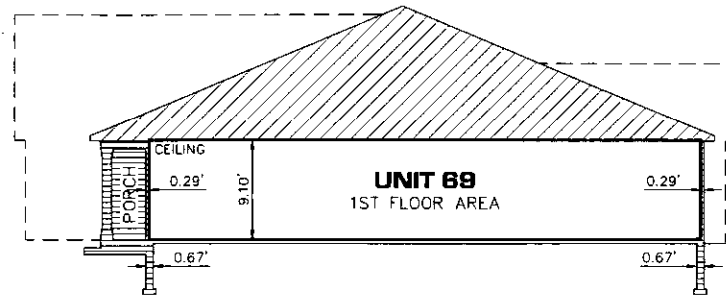
DRIESEN & ASSOCIATES, INC.
Engineering - Surveying - Testing
Holland, MI - 616-396-0325
Grand Rapids, MI - 616-240-3800
Toll Free - 800-544-1405
Fax - 616-396-0325

REVISIONS
1. CHANGE UNITS THAT DO NOT MEET THE MICHIGAN STATE STANDARD

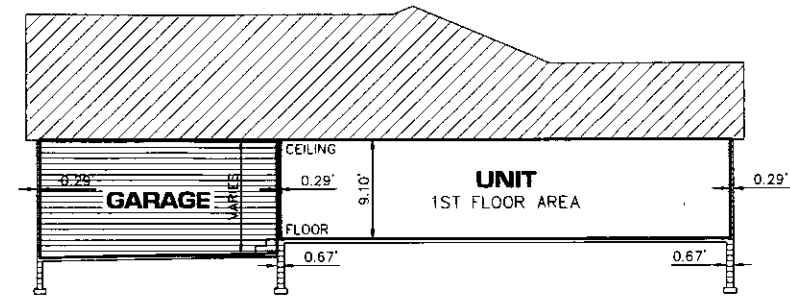
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 N. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
FLOOR PLAN - BUILDING C

Designed By:	Drawn By:	Checked By:	Date:
	GLK		
Plot:	Scale:	Sheet No.:	
	1"=6'	15	
	09-05-2018	of 18	

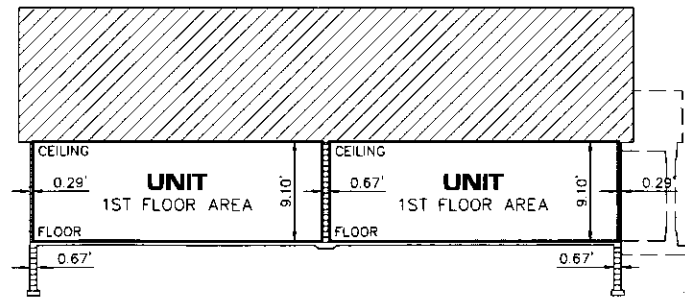
MARK F. FAIRCHILD Liber: 4169 Page: 846
REGISTER OF DEEDS PAGE: 22 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
D11 5835587



SECTION B-B



SECTION C-C



SECTION A-A

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0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

Alan E. Dahl

ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423



09-05-2018

DATE

SECTION PLAN - BUILDING C

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

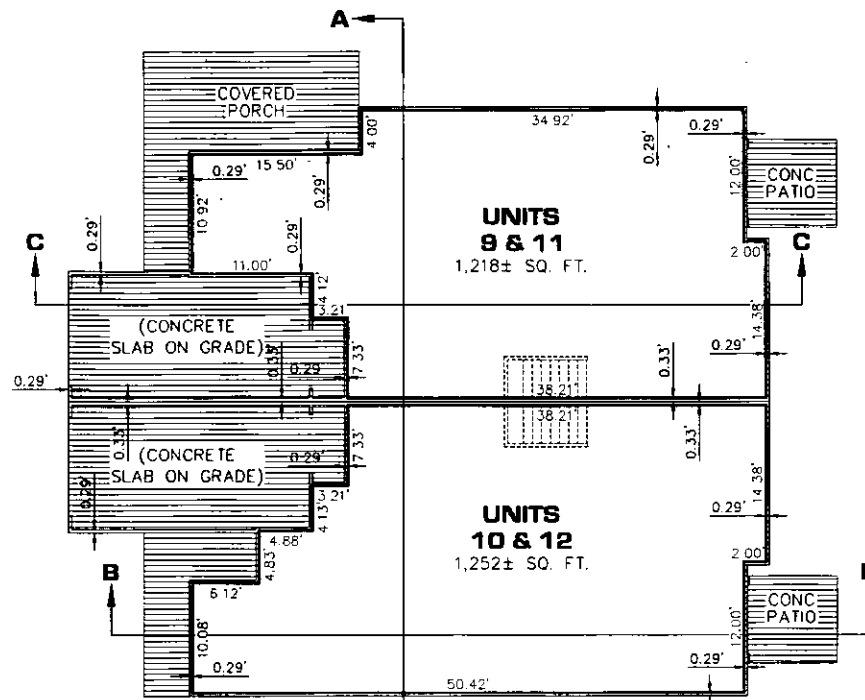
DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Kalamazoo, MI • 261-541-1455
Detroit, MI • 616-245-3000
www.driesengroup.com

REVISIONS
1. CHANGED UNIT 1 TO UNIT 2
2. CHANGED UNIT 2 TO UNIT 1
3. CHANGED UNIT 1 TO UNIT 2
4. CHANGED UNIT 2 TO UNIT 1
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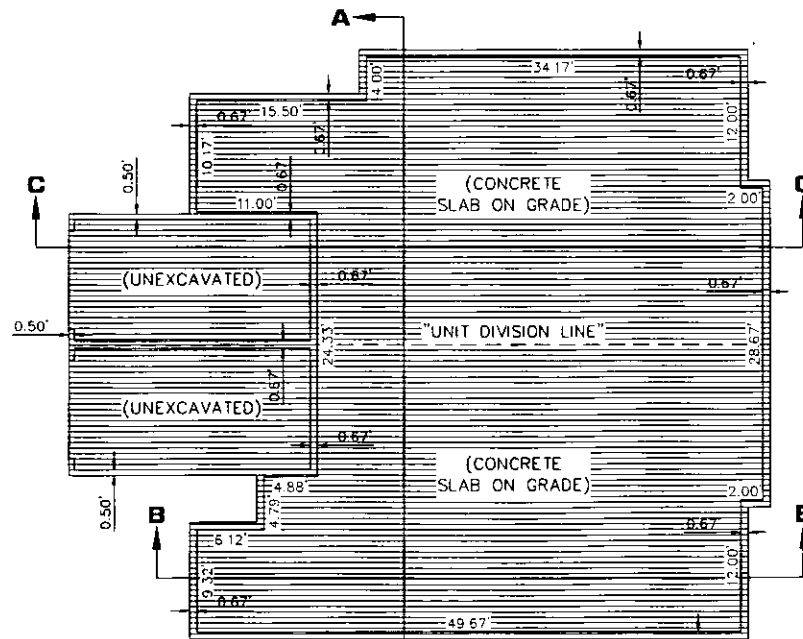
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
730 WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
SECTION PLAN - BUILDING C

Designed By	Drawn By	Checked By	Date
	ALAN E. DAHL	GLK	
Plot	1"=6'	09-05-2018	
Sheet No.	16	1210390 SJ	
	18		

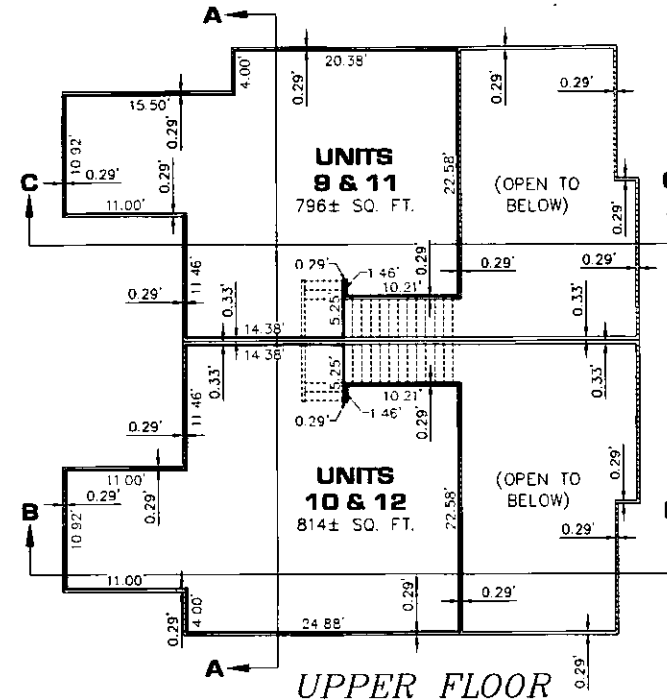
MARK F. FAIRCHILD Librarian: 4188 Page: 846
REGISTER OF DEEDS PAGE: 23 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
D11 5635597



FIRST FLOOR



FOUNDATION



UPPER FLOOR

GENERAL NOTES:

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0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

Alan E. Dahl

ALAN E. DAHL
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423



09-05-2018
DATE

AMENDED DATED 10-08-2018
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Grand Rapids, MI • 616-345-3800
Toll Free • 800-544-1455
Fax • 616-398-0255

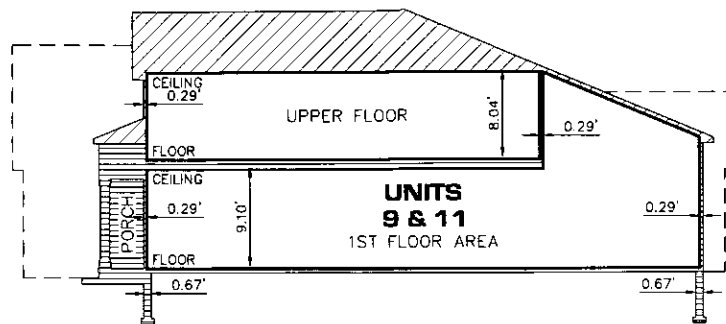
REVISIONS
1. CHANGED UNIT THAT WAS BUILT TO UNIT 10 AND 12
2. CHANGED UNIT THAT WAS BUILT TO UNIT 10 AND 12
3. CHANGED UNIT THAT WAS BUILT TO UNIT 10 AND 12

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
FLOOR PLAN - BUILDING D

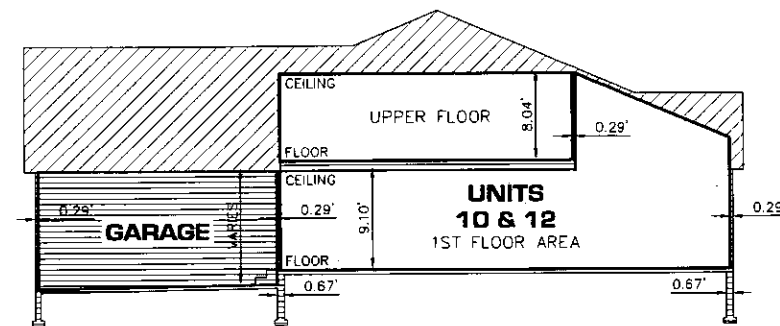
Drawn By	Checked By	Date
ALAN E. DAHL	CLK	09-05-2018
Plot	1"=6'	1210390 SJ
Sheet No.	17	of 18

MARK F. FAIRCHILD Liber: 4188 Page: 845
REGISTER OF DEEDS PAGE: 24 of 25
Muskegon County Michigan 10/16/2018 03:55 PM
D11 5835597

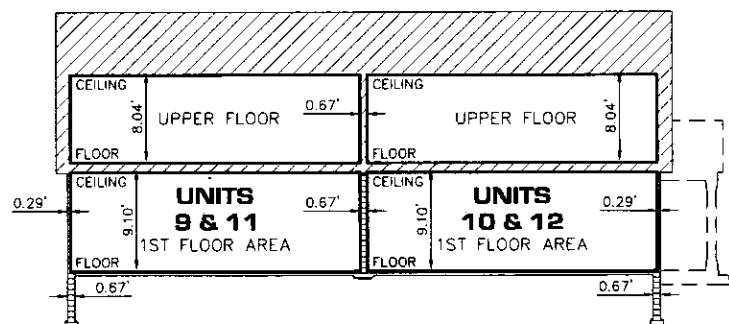




SECTION B-B



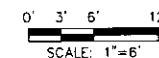
SECTION C-C



SECTION A-A

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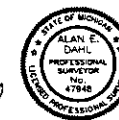


LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

Alan E. Dahl

ALAN E. DAHL
P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423



09-05-2018

AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
www.driesenassociates.com
Holland, MI - 616-394-0255
Grand Rapids, MI - 616-249-3900
Kalamazoo, MI - 269-344-1655
Detroit, MI - 313-966-0255

REVISIONS
CHANGED UNITS THAT WAS NOT BUILT TO UNITS 10-08-2018, 0.04

TERRACE POINT LANDING CONDOMINIUMS
SEC 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
SECTION PLAN - BUILDING D

Designed By	Drawn By	Checked By	Date
	GLK		09-05-2018
Plot	Scale	Job No.	Sheet No.
	1" = 6'	1210390.5J	18
			of 18

SECTION PLAN - BUILDING D

MARK F. FAIRCHILD Librarian: 4189 Page: 846
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Received & Sealed for Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
02/20/2019 04:04 PM Liber: 4179 Page: 324

MARK F. FAIRCHILD Liber: 4179 Page: 324
REGISTER OF DEEDS PAGE: 1 of 23
Muskegon County Michigan 02/20/2019 04:04 PM
D11 5645067



SECOND AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

Replat No. 1 to Muskegon County Condominium Subdivision Plan No. 206

- (1) Second Amendment to Master Deed of Terrace Point Landing Condominiums
- (2) Exhibit A to Amended Master Deed: Consent by Co-owners.
- (3) Exhibit B to Amended Master Deed: Replat No. 1 to Muskegon County Condominium Subdivision Plan No. 206.

No interest in real estate being conveyed hereby; no revenue stamps are required.

Prepared By:

David W. Charron
Charron Law Office
5020 East Beltline, NE, Suite 201B
Grand Rapids, MI 49525
(616) 363-0300

Muskegon, Mich: 02-20 20 19
"I hereby certify that there are no tax liens or titles held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office."
No. 022019CH Co. Traverse

pickup Jamie Charron
616-437-5556

SECOND AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

THIS SECOND AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING CONDOMINIUMS is made this 20th day of February, 2019, by Terrace Point Landing, LLC, a Michigan limited liability company, of 75 West Walton Street, Muskegon, MI 49940 (the "Developer").

WHEREAS, TERRACE POINT LANDING CONDOMINIUMS is a residential condominium project (the "Project") created by Master Deed recorded September 18, 2018 at Liber 4167, Page 316, Muskegon County Records, and identified as Muskegon County Condominium Subdivision Plan No. 206, and amended by First Amendment to Master Deed recorded October 16, 2018 at Liber 4169, Page 846, Muskegon County Records, and designated as Muskegon County Condominium Subdivision Plan No. 206; and

WHEREAS, Developer has reserved the right under Article VII, Section 7.3 of the Master Deed to amend the Master Deed (and its exhibits) for the purpose of converting common element lands of the Project to condominium units, and thereby increasing the number of Units, without the consent of any Co-owner, mortgagee or other person; and

WHEREAS, Developer desires to exercise its reserved rights for the purpose of increasing the number of units in the Project.

NOW THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Project Description.** Section 1.1 of the Master Deed is hereby amended to read as follows:

"1.1 Project Description. The Project is a residential condominium which consists of thirty four (34) residential units ("Units"). The numbers, boundaries, dimensions, and areas of the Units are set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by reason of having its own entrance from and exit to a Common Element of the Project. This project may be expanded, by the exercise of reserved rights of the Developer to include no more than one hundred fifty (150) condominium units."

Parcel #61

2. **Conversion.** The common elements shown on the original Condominium Subdivision Plan, as amended, are hereby converted by the exercise of the Developer's reserved



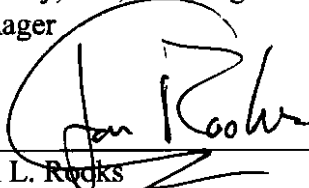
rights under Section 7.3 of the Master Deed, for the purpose of creating Units 17 -34, and their appurtenant limited and general common elements, as more particularly described on attached Exhibit "B".

3. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached as Exhibit B to the Master Deed, is hereby amended by the sheets of attached Exhibit "B", entitled Replat No. 1 of Muskegon County Condominium Subdivision Plan No. 206. The sheets of the amended plan shall replace and supersede the description of the Project contained in the original Condominium Subdivision Plan.

4. **Continuing Effect.** Except as amended herein, the provisions of the Master Deed for Terrace Point Landing Condominiums, as amended by the First Amendment, are hereby ratified and confirmed.

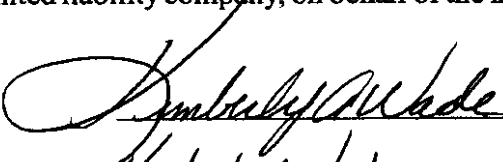
IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Master Deed on date identified above.

TERRACE POINT LANDING, LLC, a Michigan limited liability company
By: Parkland Realty, Inc., a Michigan corporation
Its: Manager

By: 
Jonathan L. Rooks
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 20th day of February, 2019 by Jonathan L. Rooks, President, Parkland Realty, Inc., a Michigan corporation and the manager of Terrace Point Landing, LLC, a Michigan limited liability company, on behalf of the limited liability company.



Kimberly A. Wade, Notary Public
Muskegon County, Michigan
My Comm Expires: 9-5-23

EXHIBIT A

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

Angela VanderWerff, being duly sworn, deposes and says that:

1. I am employed by Charron Law, and act as secretary to David W. Charron, attorney for Terrace Point Landing, L.L.C., the developer of the Terrace Point Landing Condominiums.

2. On January 11, 2019, a notice regarding intent to record an amendment to the Master Deed of Terrace Point Landing Condominiums was sent to all co-owners of record in the condominium project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the developer. Such notices were sent by first class mail, postage fully prepaid.

Further deponent saith not.


Angela VanderWerff

Subscribed and sworn to before me this 11 day of January, 2019.


David W. Charron,
Notary Public, Kent County, MI
Acting in Kent County, MI
My Commission Expires: 5/17/24



SECOND AMENDMENT TO MASTER DEED OF
TERRACE POINT LANDING CONDOMINIUMS

PARCEL CERTIFICATION PAGE

PART OF 61-24-793-000-0000-00 2017 PART OF	61-24-793-000-0049-00
61-24-793-000-0029-00	61-24-793-000-0050-00
61-24-793-000-0030-00	61-24-793-000-0051-00
61-24-793-000-0031-00	61-24-793-000-0052-00
61-24-793-000-0032-00	61-24-793-000-0053-00
61-24-793-000-0033-00	61-24-793-000-0054-00
61-24-793-000-0034-00	61-24-793-000-0063-00
61-24-793-000-0035-00	61-24-793-000-0064-00
61-24-793-000-0036-00	61-24-793-000-0065-00
61-24-793-000-0037-00	61-24-793-000-0066-00
61-24-793-000-0038-00	61-24-793-000-0067-00
61-24-793-000-0039-00	61-24-793-000-0068-00
61-24-793-000-0040-00	61-24-793-000-0069-00
61-24-793-000-0041-00	61-24-793-000-0070-00
61-24-793-000-0042-00	
61-24-793-000-0043-00	
61-24-793-000-0044-00	
61-24-793-000-0045-00	
61-24-793-000-0046-00	
61-24-793-000-0047-00	
61-24-793-000-0048-00	



AMENDMENT NO. 2
MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 206
EXHIBIT "B" TO THE MASTER DEED OF:

TERRACE POINT LANDING CONDOMINIUMS

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

DEVELOPER:
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

SURVEYOR & ENGINEER:
DRIESEN & ASSOCIATES, INC.
12330 JAMES STREET, SUITE H80
HOLLAND, MICHIGAN 49424

DESCRIPTION OF TERRACE POINT LANDING CONDOMINIUMS

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 558 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 264.94 FEET FOR THE POINT OF BEGINNING (P.O.B. "D"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 105.49 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 485.54 FEET; THENCE NORTHERLY 16.64 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 41 MINUTES 16 SECONDS EAST 16.61 FEET; THENCE SOUTH 74 DEGREES 03 MINUTES 22 SECONDS EAST 10.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 97.35 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 504.95 FEET TO THE POINT OF BEGINNING. CONTAINS 1.22± ACRES (53,224± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 17 DEGREES 19 MINUTES 40 SECONDS WEST 93.73 FEET FOR THE POINT OF BEGINNING (P.O.B. "E"); THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 108.54 FEET; THENCE NORTHWESTERLY 52.38 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 41 MINUTES 30 SECONDS WEST 51.05 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 68.57 FEET; THENCE NORTHWESTERLY 32.08 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 26 DEGREES 13 MINUTES 06 SECONDS WEST 31.95 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 35 SECONDS EAST 11.16 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 87.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 81.70 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 73.39 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 149.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 111.99 FEET TO THE POINT OF BEGINNING. CONTAINS 0.62± ACRES (26,807± SQ. FT.)

ALSO, RECOMMENCE AT POINT "H"; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 8.00 FEET FOR THE POINT OF BEGINNING (P.O.B. "F"); THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 100.00 FEET; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 216.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 108.21 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 49 SECONDS EAST 100.00 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 6.61 FEET; THENCE SOUTHEASTERLY 21.97 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 57 MINUTES 36 SECONDS EAST 21.87 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 196.65 FEET; THENCE SOUTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 45 SECONDS EAST 24.04 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 299.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.01± ACRES (44,063± SQ. FT.)

ALSO, RECOMMENCE AT POINT "G"; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.58 FEET FOR THE POINT OF BEGINNING (P.O.B. "G"); THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET; THENCE WESTERLY 13.53 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 45 MINUTES 45 SECONDS WEST 13.51 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 47 DEGREES 19 MINUTES 10 SECONDS EAST 0.67 FEET; THENCE SOUTHERLY 13.37 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 27 DEGREES 38 MINUTES 58 SECONDS EAST 13.30 FEET; THENCE SOUTH 17 DEGREES 17 MINUTES 45 SECONDS EAST 68.57 FEET; THENCE SOUTHEASTERLY 103.97 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 41 MINUTES 30 SECONDS EAST 101.35 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 88.51 FEET TO THE POINT OF BEGINNING. CONTAINS 0.26± ACRES (11,480± SQ. FT.).

REPLAT NOTE:
AS LISTED BELOW, SHEETS WITH ASTERISK (*) ARE AMENDED OR SUPPLEMENTAL SHEETS DATED AS SHOWN (02-11-2019). THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENT SHEET TO SHEETS PREVIOUSLY SUBMITTED.

SHEET INDEX

- * 1. COVER SHEET A
- * 2. COVER SHEET B
- * 3. SURVEY PLAN OVERVIEW A
- * 4. SURVEY PLAN OVERVIEW B
- * 5. SURVEY PLAN A
- * 6. SURVEY PLAN B
- * 7. SURVEY PLAN C
- * 8. SITE PLAN
- * 9. UTILITY PLAN
- * 10. FLOODPLAIN PLAN
- * 11. FLOOR PLAN - BUILDING A
- * 12. SECTION PLAN - BUILDING A
- * 13. FLOOR PLAN - BUILDING B
- * 14. SECTION PLAN - BUILDING B
- * 15. FLOOR PLAN - BUILDING C
- * 16. SECTION PLAN - BUILDING C
- * 17. FLOOR PLAN - BUILDING D
- * 18. SECTION PLAN - BUILDING D

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.

MARK F. FAIRCHILD Liber: 4179 Page: 324
REGISTER OF DEEDS PAGE: 6 of 23
Muskegon County Michigan 02/20/2019 04:04 PM
D11 5645067



Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

02-11-2019

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

COVER SHEET A

DRIESEN & ASSOCIATES, INC.
Engineering - Surveying - Testing
1000 W. WALTON AVE., SUITE 100
MUSKEGON, MI 49440
Phone: 616-394-1000
Fax: 616-394-1001
Email: info@driesen.com

REVISIONS
1. CHANGED DATE THAT THIS PLAN WAS FILED TO 02-11-2019
2. ADDED DATE 10-08-2018
3. ADDED DATE 09-05-2018
4. ADDED DATE 02-11-2019
5. ADDED DATE 02-11-2019
6. ADDED DATE 02-11-2019
7. ADDED DATE 02-11-2019
8. ADDED DATE 02-11-2019
9. ADDED DATE 02-11-2019
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13. ADDED DATE 02-11-2019
14. ADDED DATE 02-11-2019
15. ADDED DATE 02-11-2019
16. ADDED DATE 02-11-2019
17. ADDED DATE 02-11-2019
18. ADDED DATE 02-11-2019

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

COVER SHEET A

Designed By:	
Drawn By:	CLK
Checked By:	CLK
Plot:	
Scale:	09-05-2018
Sheet No.:	1210390-3J
	2018
	1 of 18

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 1

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE NORTH 81 DEGREES 21 MINUTES 07 SECONDS WEST 93.08 FEET; THENCE WESTERLY 76.62 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 82 DEGREES 08 MINUTES 37 SECONDS WEST 75.57 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 19.95 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 61 DEGREES 20 MINUTES 34 SECONDS WEST 19.93 FEET; THENCE NORTH 32 DEGREES 57 MINUTES 13 SECONDS WEST 25.00 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 54.99 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE, NORTH 62 DEGREES 38 MINUTES 30 SECONDS EAST 87.06 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51.17 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE SOUTH 06 DEGREES 58 MINUTES 48 SECONDS WEST 51.17 FEET; THENCE SOUTH 24 DEGREES 21 MINUTES 39 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING. INCLUDING ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF MUSKEGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 0.20± ACRES (8,679± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 2

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 769.89 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 97.35 FEET; THENCE NORTH 74 DEGREES 03 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE NORTHERLY 113.73 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 18 MINUTES 44 SECONDS WEST 105.04 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 196.65 FEET; THENCE WESTERLY 43.60 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 71 DEGREES 57 MINUTES 36 SECONDS WEST 43.41 FEET; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 108.21 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 216.00 FEET; THENCE SOUTH 62 DEGREES 34 MINUTES 05 SECONDS EAST 100.00 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 8.00 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 143.41 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 73.39 FEET; THENCE NORTH 62 DEGREES 34 MINUTES 05 SECONDS WEST 81.70 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 17.68 FEET; THENCE NORTH 08 DEGREES 33 MINUTES 52 SECONDS EAST 93.58 FEET; THENCE NORTH 77 DEGREES 50 MINUTES 05 SECONDS EAST 69.89 FEET TO THE POINT OF BEGINNING. CONTAINS 0.59± ACRES (25,712± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 3

THAT PART OF BLOCK 558 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, INCLUDING ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT (OF 1903), EXTENDED TO THE CENTERLINE OF VACATED WATER STREET, SAID POINT BEING NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 867.24 FEET FROM THE SOUTHERLY MOST CORNER OF BLOCK 556 OF SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF TERRACE STREET EXTENDED, NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET 269.86 FEET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO THE LINE BETWEEN LOT 5 AND LOT 6 OF SAID BLOCK 558; THENCE ALONG SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558, NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 534.25 FEET TO THE WESTERN MOST CORNER OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM FOR THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST 98.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY 125.20 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 48 MINUTES 30 SECONDS EAST 111.16 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 61.68 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 106.63 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 198.94 FEET TO THE POINT OF BEGINNING. CONTAINS 0.39± ACRES (17,073± SQ. FT.)

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT AREA 4

THAT PART OF LOT 5, BLOCK 558 AND THAT PART OF LOT 10 BLOCK 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCE AT INTERSECTION OF NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557, EXTENDED TO CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST 381.45 FEET ALONG NORTHEASTERLY LINE OF TERRACE STREET; THENCE WESTERLY ALONG THE NORTH LINE OF TERRACE STREET ALONG A CURVE TO LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 269.86 FEET AND A LONG CHORD OF NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET TO POINT OF BEGINNING; THENCE CONTINUING ALONG CURVE TO THE LEFT WITH A RADIUS OF 302.48 FEET, AN ARC DISTANCE OF 207.65 FEET AND A LONG CHORD OF SOUTH 48 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET; THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST 225.08 FEET ALONG NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 517 FEET, AN ARC DISTANCE OF 705.40 FEET AND A LONG CHORD OF NORTH 23 DEGREES 29 MINUTES 25 SECONDS WEST 651.95 FEET; THENCE NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST 187.25 FEET, THENCE EASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 75 FEET, AN ARC DISTANCE OF 2.66 FEET AND A LONG CHORD OF NORTH 69 DEGREES 35 MINUTES 56 SECONDS EAST 2.66 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST 632.43 FEET ALONG THE NORTHEASTERLY LINE OF LOT 5 OF SAID BLOCK 558 TO POINT OF BEGINNING.

EXCEPT THAT PART TAKEN BY THE CITY OF MUSKEGON FOR NON-MOTORIZED VEHICLE AND PEDESTRIAN PATH, AS DESCRIBED IN LIBER 3015, PAGE 633 AND IN LIBER 3029, PAGE 625.

ALSO, EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET, EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET) FOR POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE NORTHERLY LINE OF SAID TERRACE STREET ALONG THE ARC OF SAID 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 207.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 39 DEGREES 20 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS SOUTH 48 DEGREES 29 MINUTES 00 SECONDS WEST 203.60 FEET); THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET, 225.07 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE; TO A POINT HEREINAFTER REFERRED TO AS POINT "J"; THENCE CONTINUE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TERRACE POINT DRIVE TO A POINT HEREINAFTER REFERRED TO AS POINT "K"; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 603.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 40.21 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 3 DEGREES 49 MINUTES 14 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 60 DEGREES 45 MINUTES 15 SECONDS WEST 40.20 FEET); SOUTH 38 DEGREES 11 MINUTES 00 SECONDS EAST 44.32 FEET TO SAID NORTHWESTERLY LINE OF TERRACE STREET; THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 17.03 FEET TO THE ABOVE MENTIONED POINT "K"; THENCE CONTINUE NORTH 28 DEGREES 49 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF TERRACE STREET 86.00 FEET TO THE ABOVE MENTIONED POINT "J"; THENCE NORTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 50.10 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 5 DEGREES 33 MINUTES 10 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 59 DEGREES 48 MINUTES 02 SECONDS WEST 50.09 FEET); THENCE NORTH 26 DEGREES 49 MINUTES 00 SECONDS EAST 302.12 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 143.02 FEET TO SAID LINE BETWEEN LOTS 5 AND 6 OF BLOCK 558; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE, 60.00 FEET TO POINT OF BEGINNING.

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

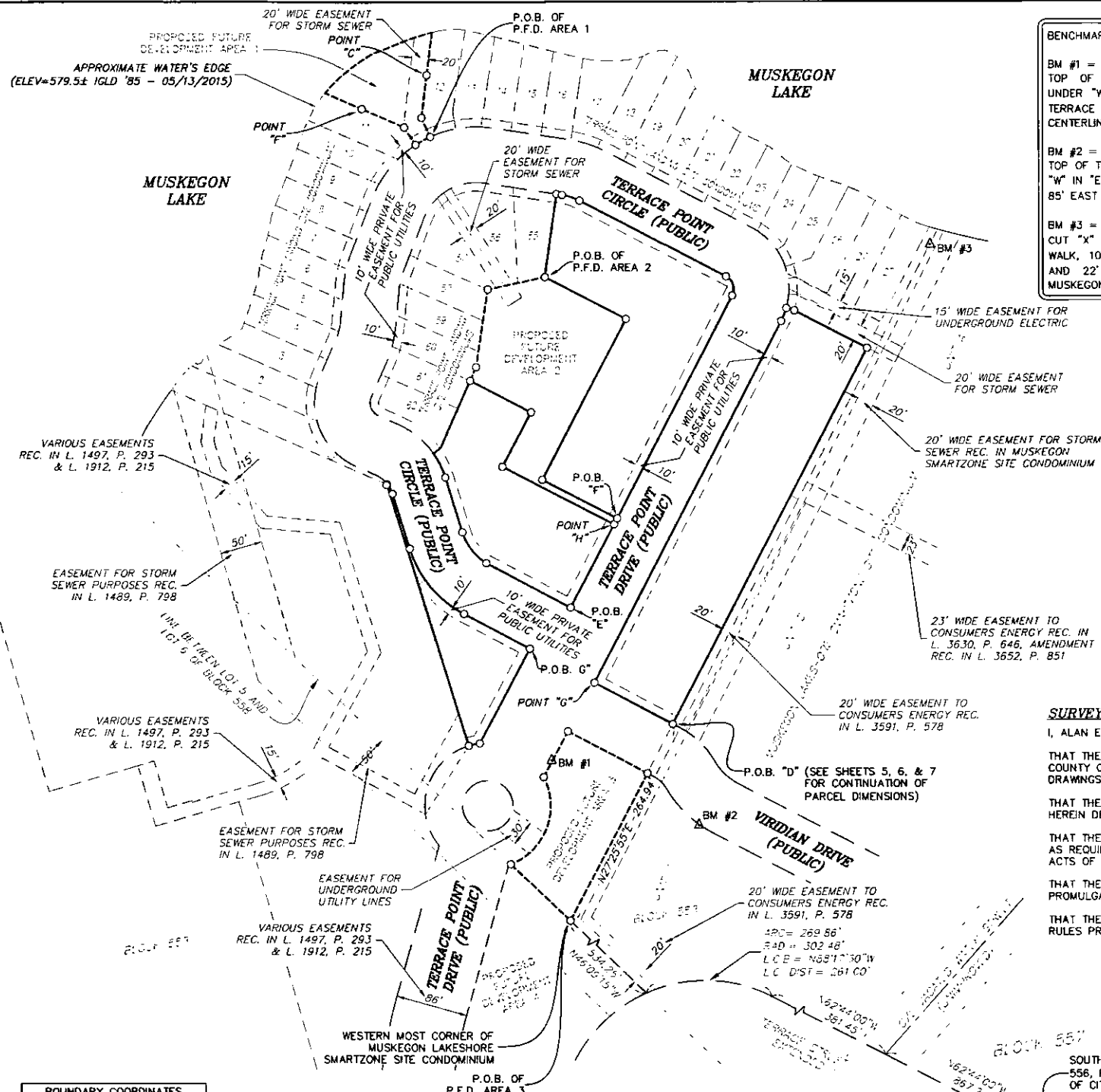
THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF TERRACE STREET, BEING THE SOUTHWESTERLY LINE OF BLOCK 557 OF SAID REVISED PLAT OF 1903, EXTENDED TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 62 DEGREES 44 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TERRACE STREET EXTENDED 381.45 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 269.86 FEET TO THE LINE BETWEEN LOTS 5 AND 6 OF SAID BLOCK 558 (THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET); THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE THE FOLLOWING TWO COURSES BEING ALONG THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; SOUTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 143.02 FEET; AND SOUTH 26 DEGREES 49 MINUTES 00 WEST 302.12 FEET TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE (VACATED); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TERRACE POINT DRIVE ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 18.12 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 01 DEGREES 47 MINUTES 12 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 56 DEGREES 08 MINUTES 38 SECONDS WEST 16.12 FEET); THENCE THE FOLLOWING TWO COURSES BEING PARALLEL WITH AND 16 FEET NORTHWESTERLY (MEASURED PERPENDICULAR TO) OF THE NORTHWESTERLY LINE OF THE CSX RAILROAD RIGHT OF WAY; NORTH 26 DEGREES 48 MINUTES 00 SECONDS EAST 303.73 FEET, AND NORTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 144.27 FEET; THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOTS 5 AND 6, 16.17 FEET TO THE POINT OF BEGINNING. CONTAINS 4.21± ACRES (183,231± SQ. FT.)

SEE PARCEL CERTIFICATION PAGE OF 2ND AMEND TO
Parcel #61--
MD OF TERRACE POINT LANDING CONDOMINIUMS

ALAN E. DAHL
P.S. NO. 47948
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423
DATE 09-05-2018

DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
1111 W. WALTON AVE., SUITE 100
HOLLAND, MI 49423
Tel: 616-396-5533 Fax: 616-396-5535
www.driesenga.com

REVISIONS	
1	CHANGED DATE FROM 09-05-2018 TO 09-05-2019
2	CHANGED DATE FROM 09-05-2019 TO 09-05-2020
3	CHANGED DATE FROM 09-05-2020 TO 09-05-2021
4	CHANGED DATE FROM 09-05-2021 TO 09-05-2022
5	CHANGED DATE FROM 09-05-2022 TO 09-05-2023
6	CHANGED DATE FROM 09-05-2023 TO 09-05-2024
7	CHANGED DATE FROM 09-05-2024 TO 09-05-2025
8	CHANGED DATE FROM 09-05-2025 TO 09-05-2026
9	CHANGED DATE FROM 09-05-2026 TO 09-05-2027
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11	CHANGED DATE FROM 09-05-2028 TO 09-05-2029
12	CHANGED DATE FROM 09-05-2029 TO 09-05-2030
13	CHANGED DATE FROM 09-05-2030 TO 09-05-2031
14	CHANGED DATE FROM 09-05-2031 TO 09-05-2032
15	CHANGED DATE FROM 09-05-2032 TO 09-05-2033
16	CHANGED DATE FROM 09-05-2033 TO 09-05-2034
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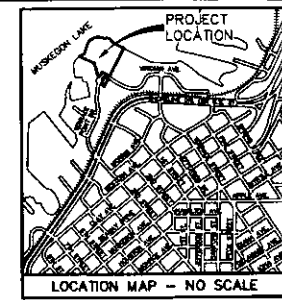


BENCHMARK DATA

BM #1 = 593.28 (IGLD '85 DATUM)
TOP OF THE SOUTHEAST BOLT ON HYDRANT UNDER "W" IN "EJW", 33' EAST OF CENTERLINE TERRACE POINT DRIVE AND 73' SOUTH OF CENTERLINE VIRIDIAN DRIVE.

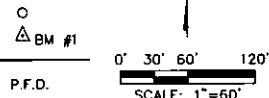
BM #2 = 587.50 (IGLD '85 DATUM)
TOP OF THE EASTERLY BOLT ON HYDRANT UNDER "W" IN "EJW", 24' SOUTH OF VIRIDIAN DRIVE AND 85' EAST OF THE EAST PROPERTY LINE

BM #3 = 584.62 (IGLD '85 DATUM)
CUT "X" AT SOUTHWEST CORNER OF CONCRETE WALK, 10' EAST OF THE EAST PROPERTY LINE AND 22' SOUTH OF THE WATERS EDGE OF MUSKEGON LAKE.



LEGEND

CONCRETE MONUMENT
BENCHMARK
LIMITS OF OWNERSHIP
PROPOSED FUTURE DEVELOPMENT



GENERAL NOTES

1. BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. A PORTION OF PROPOSED FUTURE DEVELOPMENT AREA 1 FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

SURVEYOR'S CERTIFICATE

I, ALAN E. DAHL, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS TERRACE POINT LANDING CONDOMINIUMS, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 206, 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 THE 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 THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE 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.



ALAN E. DAHL, P.S. NO. 47948
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
1	3827.361	2244.761

SURVEY PLAN OVERVIEW A

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

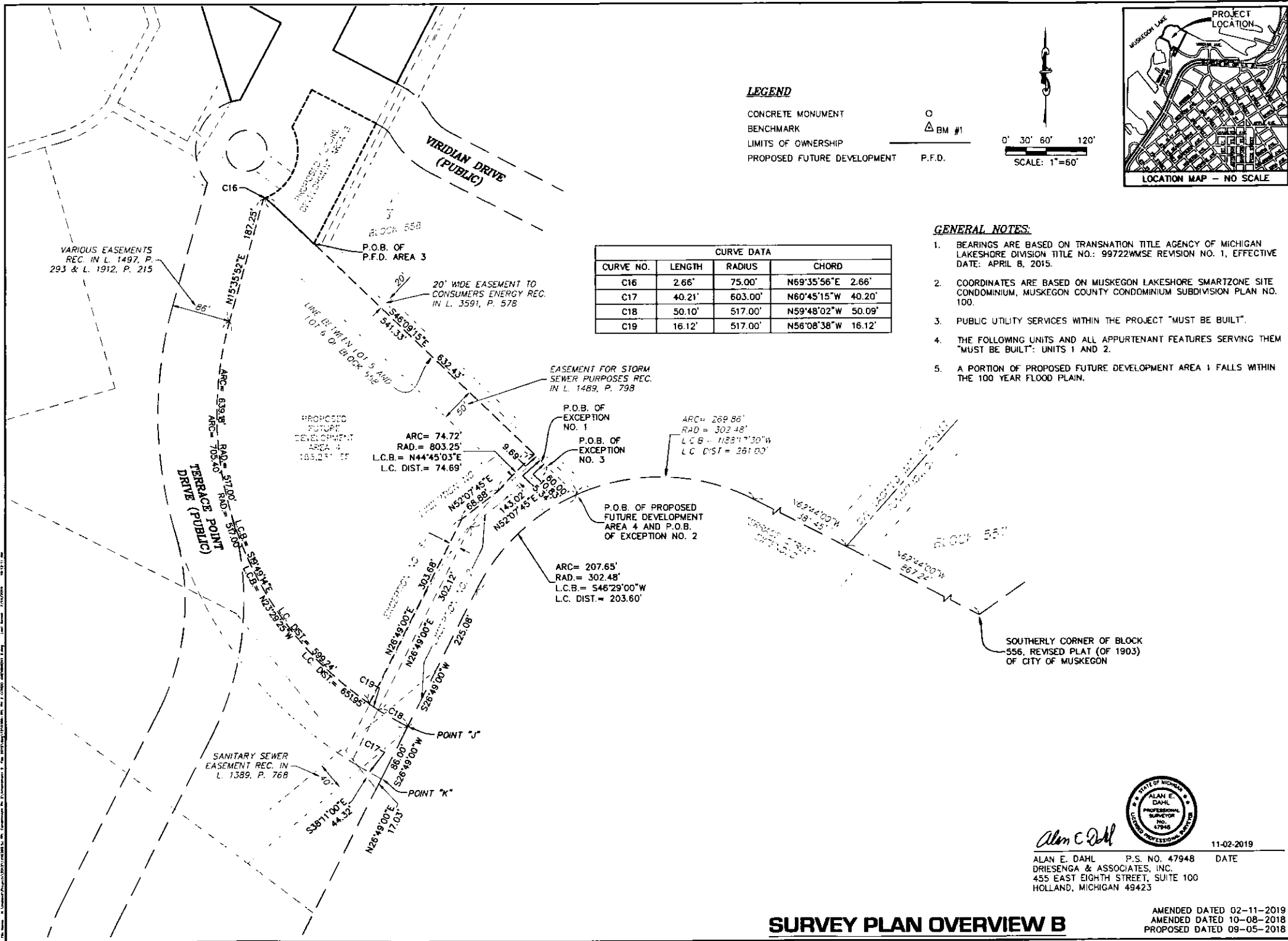
DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
www.driesenga.com
Muskegon, MI • 616-394-0255
Grand Rapids, MI • 616-298-3800

REVISIONS	
1	CHANGED DATE, MAY 10, 2018 TO 09-05-2018
2	ADDED LOTS 11 THROUGH 24 TO 11-11-2018

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18W CITY OF MUSKEGON, MUSKEGON CO
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

Designed By: _____
Drawn By: CLK
Checked By: _____
Date: 02-11-2019
Scale: 1"=60'
Sheet No.: 1210390.5J
3 of 18

MARK F. FAIRCHILD Libr: 4179 Page: 324
REGISTER OF DEEDS PAGE: 8 of 23
Muskegon County Michigan 02/20/2019 04:04 PM
Muskegon 5845067

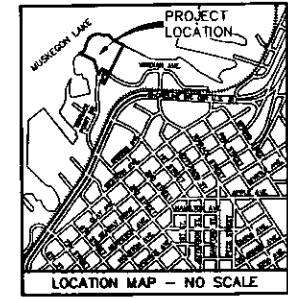


LEGEND

CONCRETE MONUMENT
BENCHMARK
LIMITS OF OWNERSHIP
PROPOSED FUTURE DEVELOPMENT

P.F.D.

0' 30' 60' 120'
SCALE: 1"=60'



CURVE DATA				
CURVE NO.	LENGTH	RADIUS	CHORD	
C16	2.66'	75.00'	N69°35'56"E	2.66'
C17	40.21'	603.00'	N60°45'15"W	40.20'
C18	50.10'	517.00'	N59°48'02"W	50.09'
C19	16.12'	517.00'	N56°08'38"W	16.12'

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. A PORTION OF PROPOSED FUTURE DEVELOPMENT AREA 1 FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

DRIESEN & ASSOCIATES, INC.
Engineering • Surveying • Testing
Muskegon, MI • 269-344-1450
Grand Rapids, MI • 616-296-3000

REVISIONS	
1	Complete survey and prepare plan for recording.
2	Revised plan for recording.
3	Revised plan for recording.
4	Revised plan for recording.
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100	Revised plan for recording.

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
SURVEY PLAN OVERVIEW B



Alan E. Dahl

ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

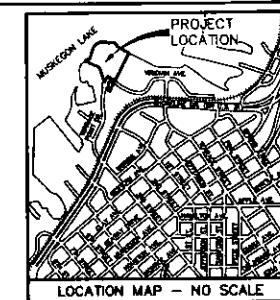
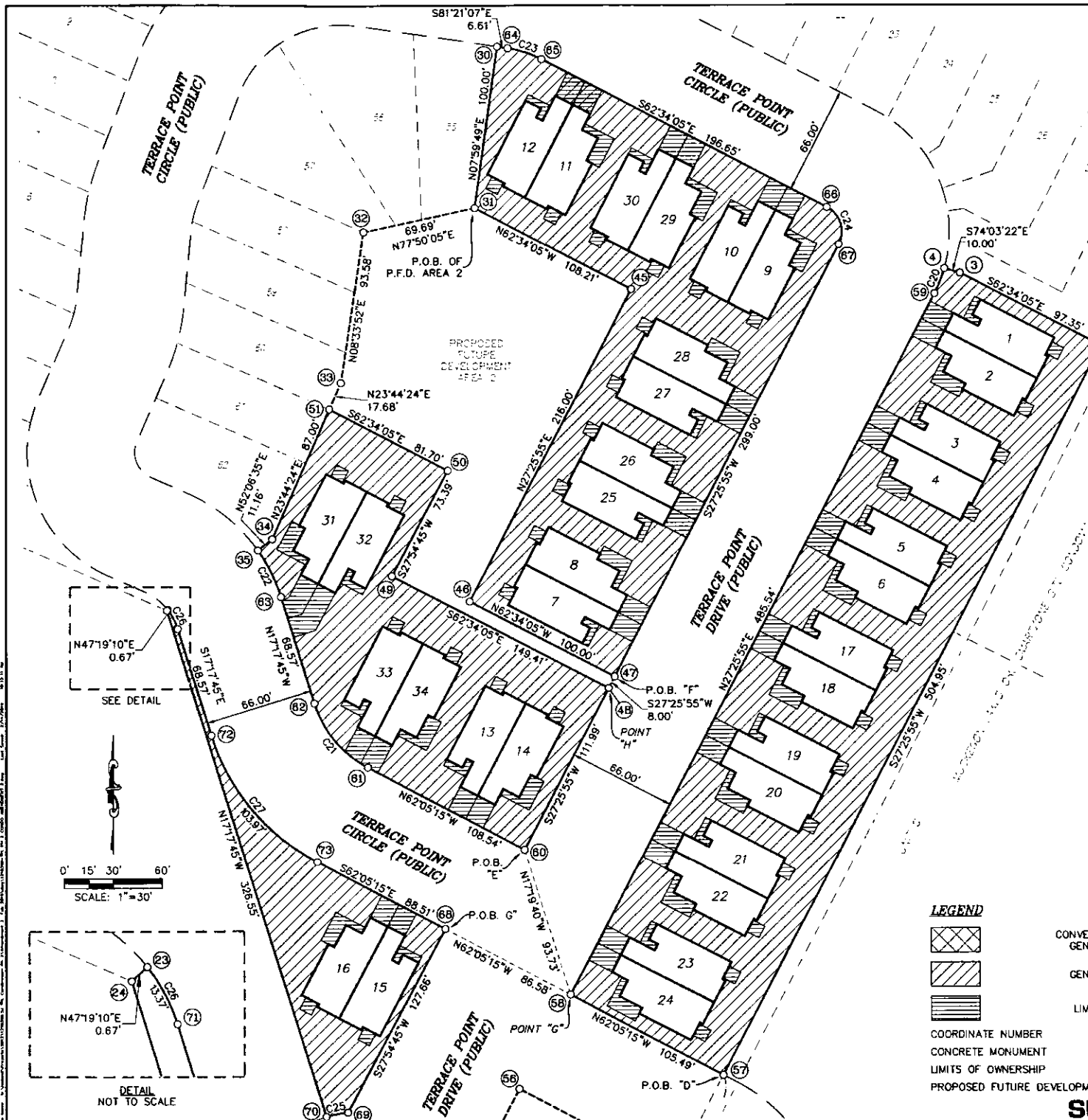
11-02-2019

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

SURVEY PLAN OVERVIEW B

Designed By: _____
Drawn By: GLX
Checked By: _____
Plot: _____
Scale: 1"=60'
Date: 09-05-2018
Sheet No: 1210390.SJ
4 of 18

MARK F. FAIRCHILD Liber: 4179 Page: 324
REGISTER OF DEEDS PAGE: 9 of 23
Muskegon County Michigan 02/20/2019 04:04 PM
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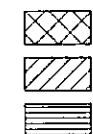
CURVE DATA				
CURVE NO.	LENGTH	RADIUS	CHORD	
C20	16.64'	83.00'	N21°41'16"E 16.61'	
C21	52.38'	67.00'	N39°41'30"W 51.05'	
C22	32.08'	103.00'	N26°13'06"W 31.95'	
C23	21.97'	67.00'	S71°57'36"E 21.87'	
C24	26.70'	17.00'	S17°34'05"E 24.04'	
C25	13.53'	75.00'	S77°45'46"W 13.51'	
C26	13.37'	37.00'	S27°38'58"E 13.30'	
C27	103.97'	133.00'	S39°41'30"E 101.35'	

BOUNDARY COORDINATES			BOUNDARY COORDINATES		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
2	5480.619	843.318	59	5492.779	741.155
3	5505.470	756.910	60	5151.308	489.551
4	5508.217	747.295	61	5202.117	489.551
23	5299.030	271.459	62	5241.403	361.032
24	5298.573	270.963	63	5306.872	340.647
30	5644.465	473.455	64	5643.470	479.993
31	5545.437	459.543	65	5636.899	500.786
32	5530.752	391.421	66	5546.105	675.320
33	5438.217	377.485	67	5523.185	682.577
34	5342.391	335.340	68	5102.360	440.959
35	5335.535	326.531	69	4989.552	381.198
56	5003.780	486.058	70	4986.789	368.048
57	5012.445	610.690	71	5287.249	277.631
58	5061.829	517.468	72	5221.781	298.017
			73	5143.795	362.743

GENERAL NOTES:

- BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
- COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
- PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
- THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
- A PORTION OF PROPOSED FUTURE DEVELOPMENT AREA 1 FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

LEGEND



COORDINATE NUMBER
CONCRETE MONUMENT
LIMITS OF OWNERSHIP
PROPOSED FUTURE DEVELOPMENT P.F.D.

CONVERTIBLE AND CONTRACTIBLE
GENERAL COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

(A)
O



Alan E. Dahl
ALAN E. DAHL, P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

DATE
02-11-2019

SURVEY PLAN A

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

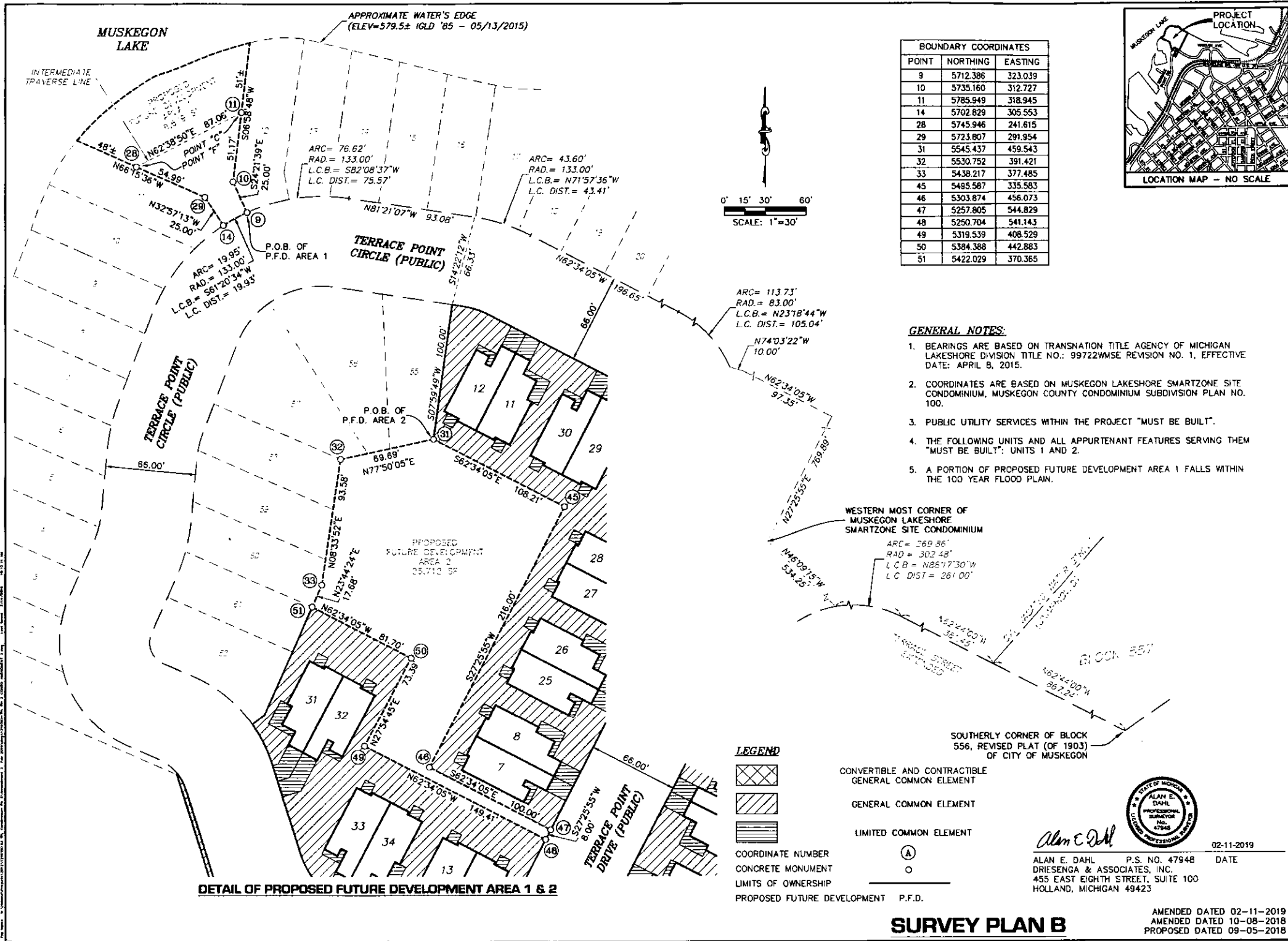
DRIESEN & ASSOCIATES, INC.
Engineering - Surveying - Testing
Holland, MI 49423-5600
Kalamazoo, MI 49001-1403
Grand Rapids, MI 49503-3800

REVISIONS	
1	ISSUED UNDER THE MICHIGAN PROFESSIONAL SURVEYING ACT
2	ISSUED UNDER THE MICHIGAN PROFESSIONAL SURVEYING ACT
3	ISSUED UNDER THE MICHIGAN PROFESSIONAL SURVEYING ACT
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72	ISSUED UNDER THE MICHIGAN PROFESSIONAL SURVEYING ACT
73	ISSUED UNDER THE MICHIGAN PROFESSIONAL SURVEYING ACT

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49840

Designed By: _____
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Date: _____
Scale: 1"=30'
09-05-2018
1210390.5J
5 of 18

MARK F. FAIRCHILD Lib. 4179 Page: 324
REGISTER OF DEEDS PAGE: 18 of 23
County Michigan 02/20/2019 04:04 PM
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DRIESENGA & ASSOCIATES, INC.
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www.driesenga.com
Holland, MI 49423-3600
Grand Rapids, MI 49506-3900

REVISIONS

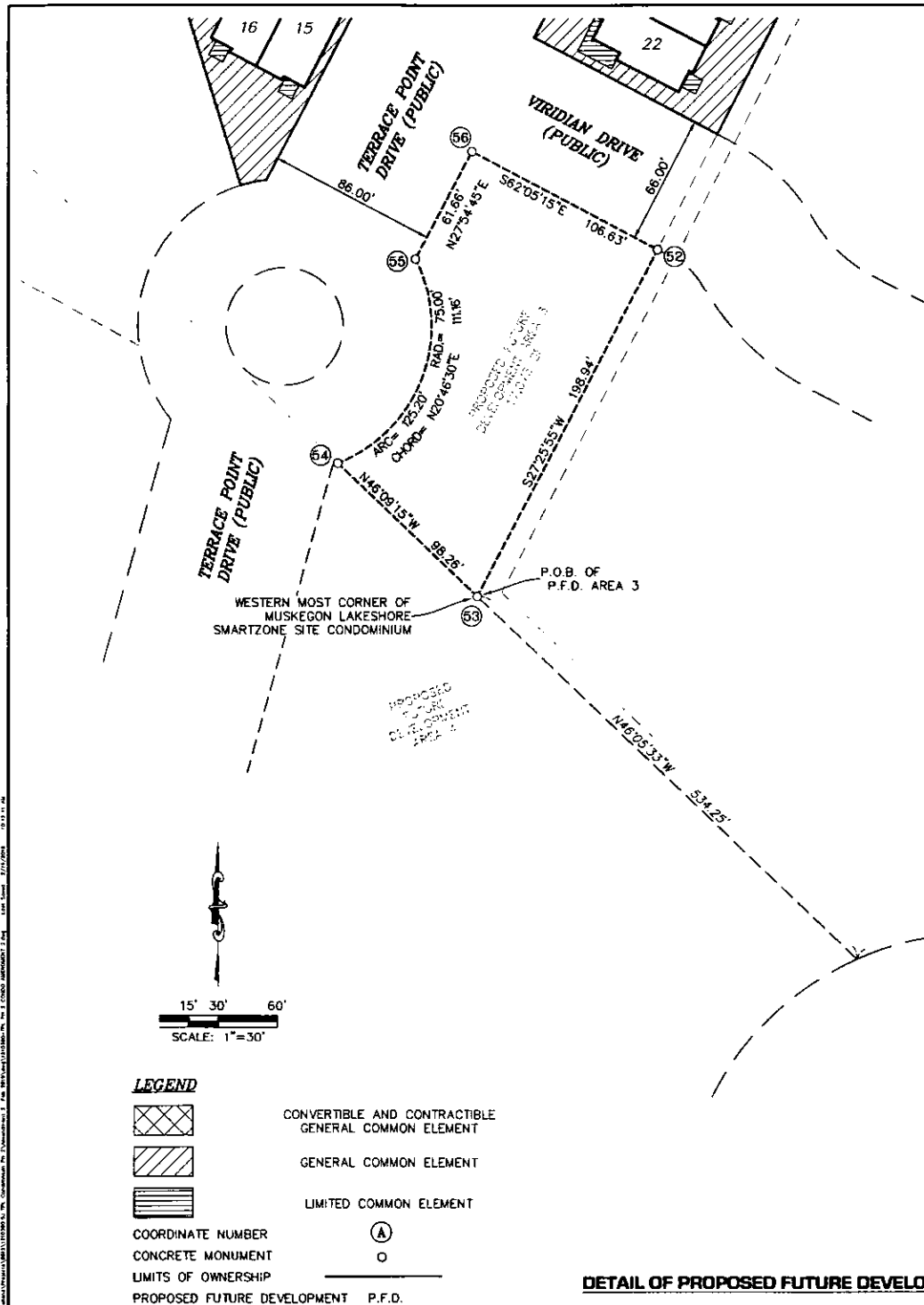
NO.	DATE	DESCRIPTION
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51	02-11-2019	ISSUED FOR PERMIT

TERRACE POINT LANDING CONDOMINIUMS
SEC. 12, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 02-11-2019

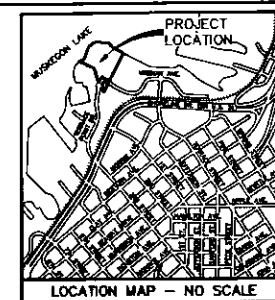
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09-05-2018
1210390.SJ
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6 of 18



BOUNDARY COORDINATES		
POINT	NORTHING	EASTING
52	4953.864	580.283
53	4777.293	488.632
54	4845.361	417.765
55	4949.293	457.193
56	5003.780	486.058

1. BEARINGS ARE BASED ON TRANSMISSION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. A PORTION OF PROPOSED FUTURE DEVELOPMENT AREA 1 FALLS WITHIN THE 100-YEAR FLOOD PLAIN.

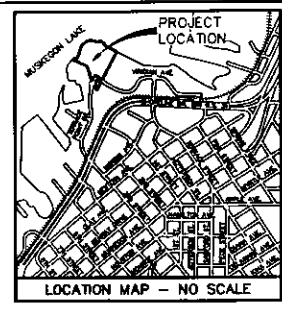
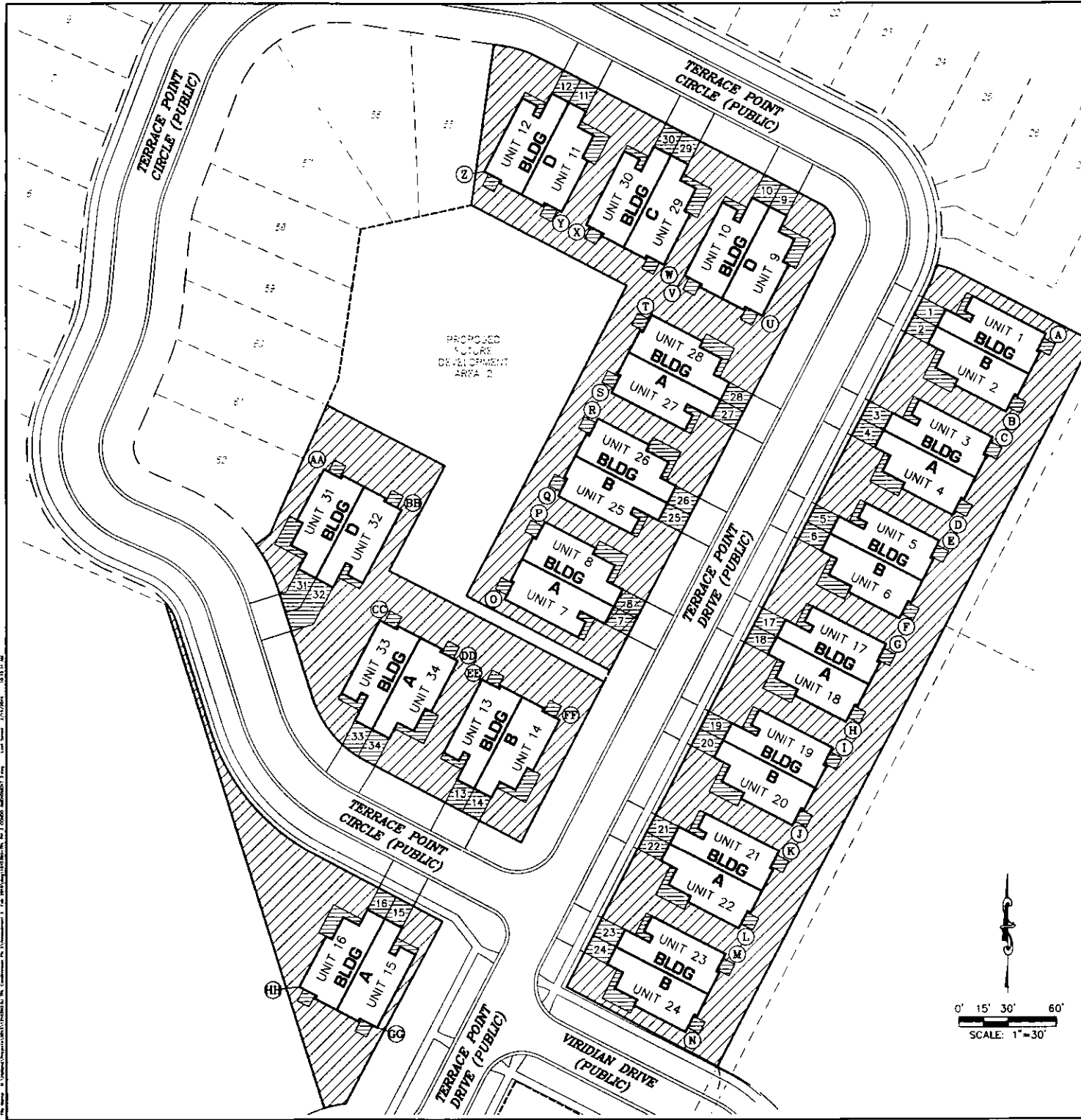


**DRIESENKA &
ASSOCIATES, INC.**

[illegible]

Holland, MI - 616-396-0255
Kalamazoo, MI - 269-544-1433
www.srlawgroup.com

MARK F. FAIRCHILD Liber: 4179 Page: 324
REGISTER OF DEEDS PAGE: 12 of 23
Winnekegon County Michigan 02/20/2019 04:04 PM
011 5645067



BUILDING COORDINATES					
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
A	5465.296	814.772	R	5413.559	537.793
B	5417.368	789.894	S	5429.535	546.086
C	5401.392	781.602	T	5477.464	570.963
D	5353.464	7556.724	U	5476.875	639.386
E	5337.488	748.432	V	5501.753	591.458
F	5289.560	723.554	W	5508.436	578.582
G	5273.584	715.262	X	5533.314	530.654
H	5225.655	690.384	Y	5541.228	515.406
I	5209.679	682.092	Z	5566.106	467.478
J	5161.751	657.214	AA	5382.278	368.497
K	5145.775	648.922	BB	5357.000	416.215
L	5097.847	624.044	CC	5288.787	402.801
M	5081.871	615.752	DD	5263.709	450.625
N	5033.943	590.874	EE	5252.128	465.613
O	5301.727	479.746	FF	5227.050	513.437
P	5349.655	504.623	GG	5036.537	400.726
Q	5365.631	512.916	HH	5061.615	352.902

- GENERAL NOTES:**
1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
 2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
 3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
 4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
 5. A PORTION OF PROPOSED FUTURE DEVELOPMENT AREA 1 FALLS WITHIN THE 100 YEAR FLOOD PLAIN.

- LEGEND**
- CONVERTIBLE AND CONTRACTIBLE GENERAL COMMON ELEMENT
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT

COORDINATE NUMBER
LIMITS OF OWNERSHIP



Alan E. Dahl
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

DATE
02-11-2019

SITE PLAN

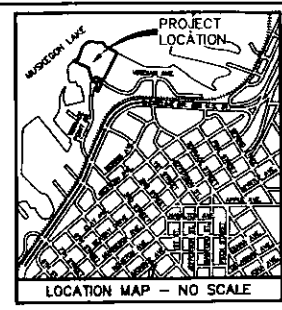
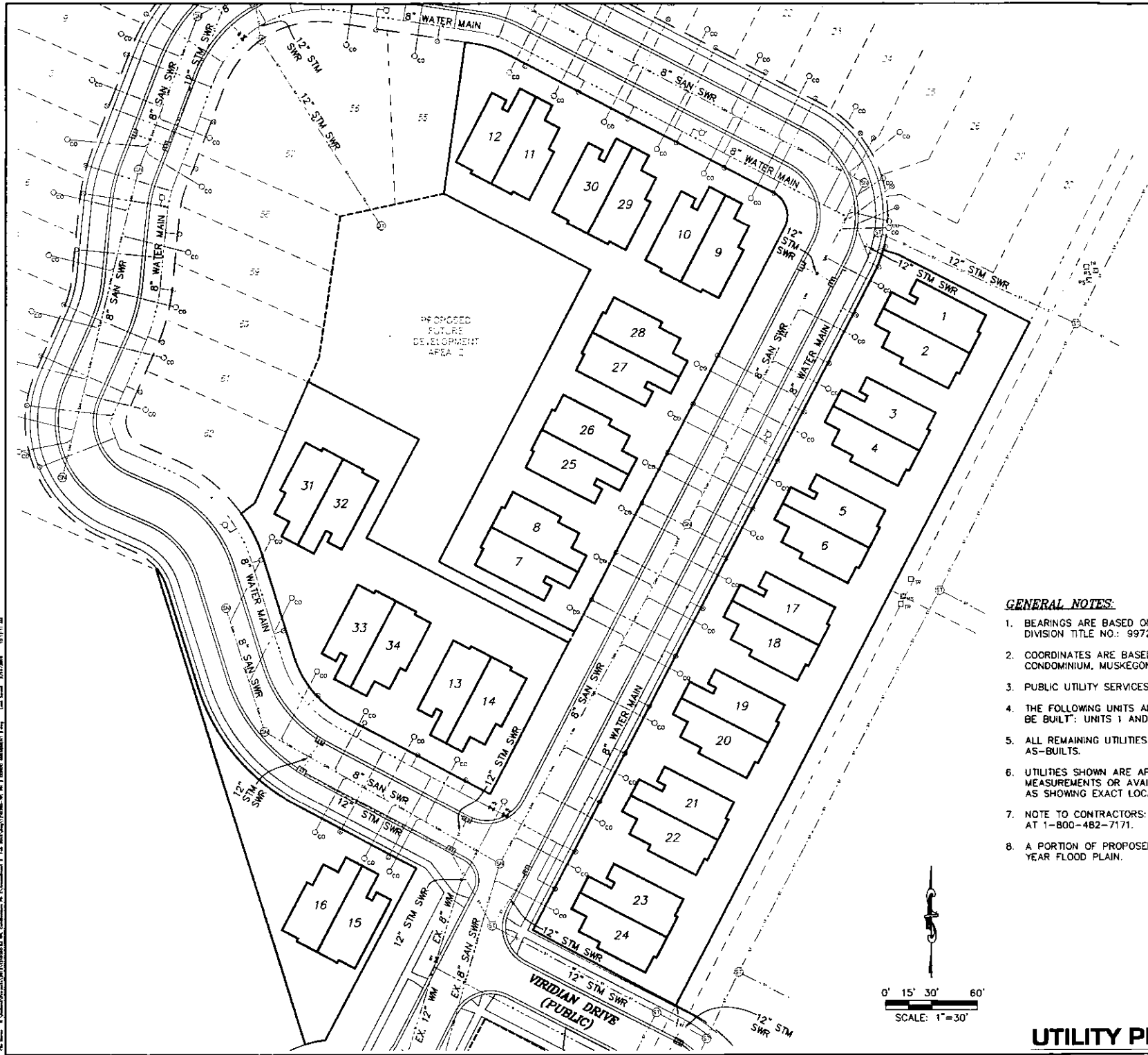
AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18W CITY OF MUSKEGON, MUSKEGON CO
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440

Designed By: _____
Drawn By: _____
Checked By: CLK Date: _____
Plotted: _____
1" = 30'
09-05-2018
1210390.SJ
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MARK F. FAIRCHILD Libr: 4179 Page: 324
REGISTER OF DEEDS PAGE: 13 of 23
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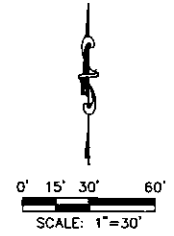


LEGEND

HYDRANT	○
WATER VALVE	⊕
STOP BOX	⊙
WATER METER PIT	⊞
STORM MH	⊞
CATCH BASIN	⊞
CULVERT	<
SANITARY MH	⊞
CLEANOUT	○
ELECTRIC MH	⊞
ELECTRIC METER	⊞
TRANSFORMER	⊞
UTILITY RISER	⊞
TELEPHONE MH	⊞
WATERMAIN	—
SANITARY SEWER	—
STORM SEWER	—
GAS	—
ELECTRIC	—
FIBER	—

GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSE REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKOGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKOGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
3. PUBLIC UTILITY SERVICES WITHIN THE PROJECT "MUST BE BUILT".
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. ALL REMAINING UTILITIES NOT SHOWN AND METER LOCATIONS TO BE SHOWN ON AS-BUILTS.
6. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
7. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-482-7171.
8. A PORTION OF PROPOSED FUTURE DEVELOPMENT AREA 1 FALLS WITHIN THE 100 YEAR FLOOD PLAIN.



Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948 DATE 02-11-2019
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

UTILITY PLAN

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

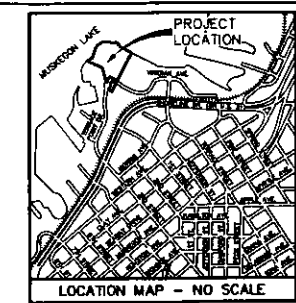
DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
www.driesenga.com
Holland, MI - 616-544-4225
Kalamazoo, MI - 268-544-1433
Grand Rapids, MI - 616-249-3000

REVISIONS	
1	Initial Issue
2	Revised per comments
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34	Revised per comments

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R18W CITY OF MUSKOGON, MUSKOGON CO.
TERRACE POINT LANDING, LLC
700 W. WALTON AVE., SUITE A
MUSKOGON, MICHIGAN 49440

Designed By: _____
Drawn By: CLK
Checked By: _____
Plot: 1210390.5J
Sheet No. 9 of 18

MARK F. FAIRCHILD Liber: 4179 Page: 324
REGISTER OF DEEDS PAGE: 14 of 23
County of Michigan Muskegon 02/20/2019 04:04 PM
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GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSDATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKOGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKOGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
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Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948 DATE 02-11-2019
DRIESNGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

FLOODPLAIN PLAN

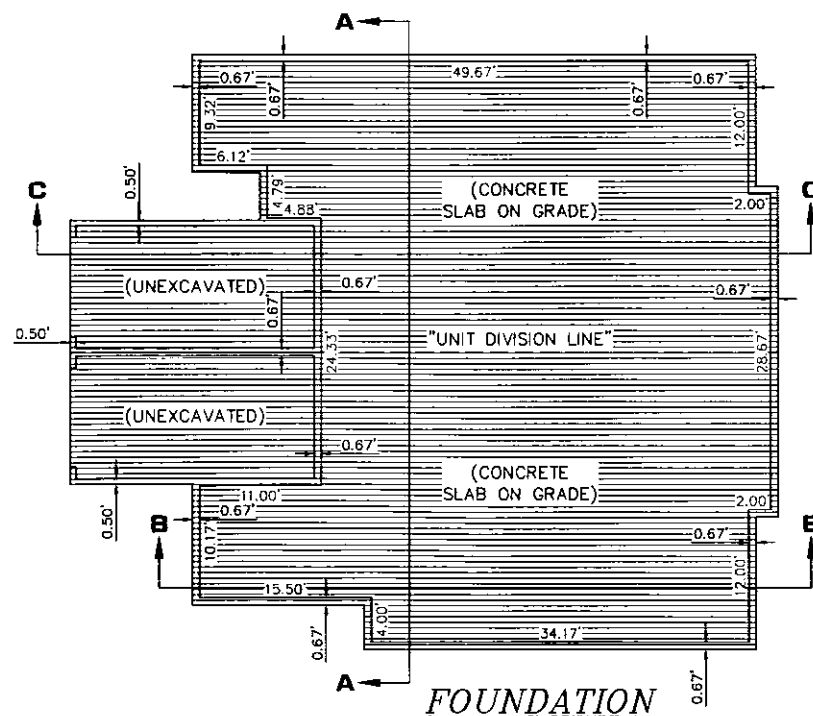
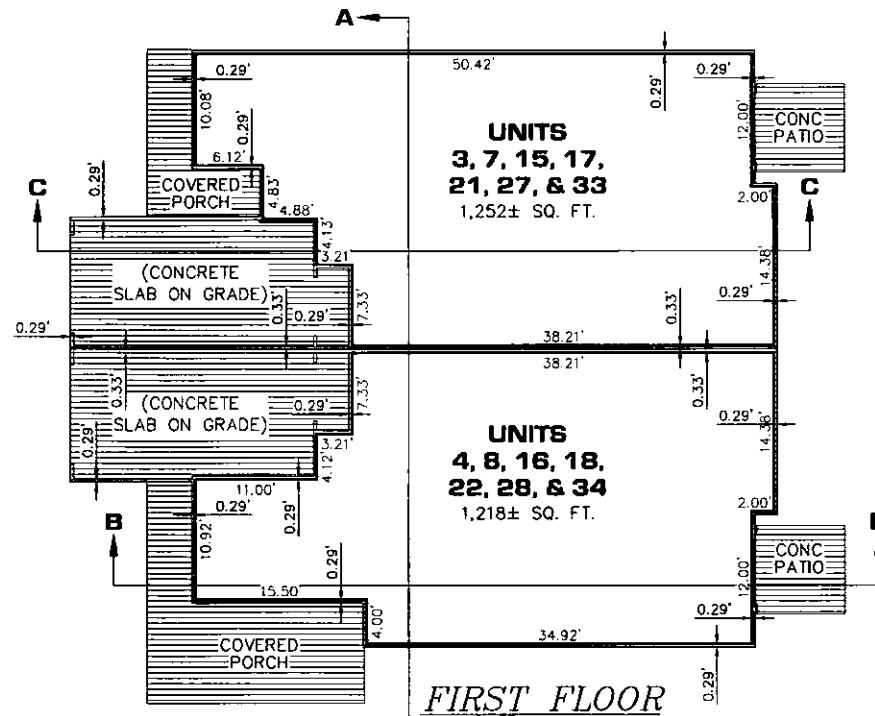
AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

DRIESNGA & ASSOCIATES, INC.
Engineering - Surveying - Testing
Muskegon, MI - 616-394-0235
Grand Rapids, MI - 616-394-3800
Holland, MI - 616-394-0235
Muskegon, MI - 616-394-1455
Grand Rapids, MI - 616-394-1023

REVISIONS	
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2	NOT TO BE USED TO REVISION
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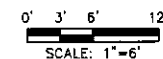
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGON, MUSKOGON CO
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGON, MICHIGAN 49440

Designed By: _____
Drawn By: GLK
Checked By: _____
P.L.: _____
1"=30'
02-11-2019
09-05-2018
1210390.5J
30 ft.
Sheet No.: **10** of 18



GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE IN FEET.
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. FOUNDATION, FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND/OR SQUARE FEET AREA ARE POSSIBLE.
8. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT, ARE LIMITED COMMON ELEMENTS.
9. THE LOAD BEARING WALL BETWEEN THE UNITS IS LIMITED COMMON ELEMENT APPURTENANT TO BOTH UNITS OF THE BUILDING.
10. THE EXTERIOR SIDING IS GENERAL COMMON ELEMENT.
11. EACH CONCRETE PATIO IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
12. EACH COVERED PORCH IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
13. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVIDING / DEMISING WALL, BUT DO NOT INCLUDE GARAGES.



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

02-11-2019

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

DRIESENGA & ASSOCIATES, INC.
Engineering - Surveying - Testing
Holland, MI - 616-544-1455
Grand Rapids, MI - 616-544-1455
Detroit, MI - 616-544-1455

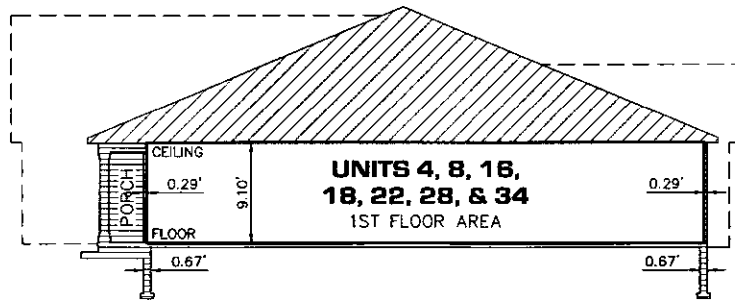
REVISIONS
1. CHANGED UNITS THAT "MUST BE BUILT" TO UNITS 1 AND 2.
2. ADDED UNITS 11 THROUGH 14.
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TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R6W CITY OF MUSKOGEE, MUSKOGEE CO
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
FLOOR PLAN - BUILDING A

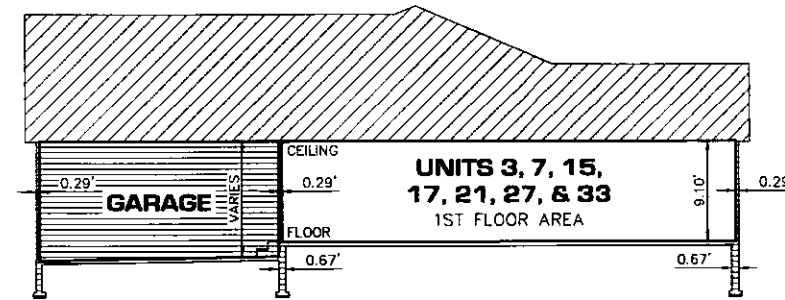
Designed By:	Alan E. Dahl
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Date:	02-11-2019
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Total Sheets:	18

MARK F. FAIRCHILD Librarian: 4179 Page: 324
REGISTER OF DEEDS PAGE: 16 of 23
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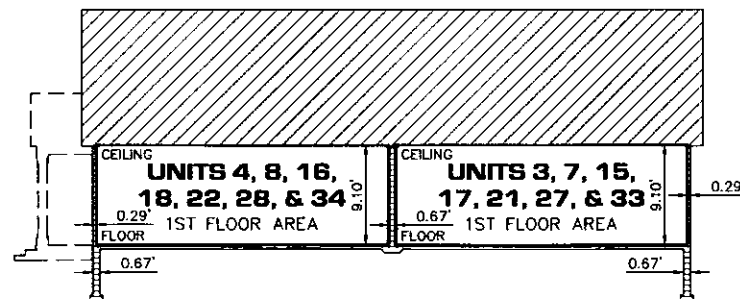
FLOOR PLAN - BUILDING A



SECTION B-B



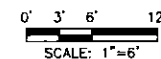
SECTION C-C



SECTION A-A

GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE IN FEET.
4. THE FOLLOWING UNITS AND ALL APPURTENANT FEATURES SERVING THEM "MUST BE BUILT": UNITS 1 AND 2.
5. FOUNDATION, FOOTINGS AND ROOF LINES SHOWN ARE PICTORIAL ONLY AND MAY NOT REPRESENT THE ACTUAL CONSTRUCTION.
6. OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
7. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND/OR SQUARE FEET AREA ARE POSSIBLE.
8. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT, ARE LIMITED COMMON ELEMENTS.
9. THE LOAD BEARING WALL BETWEEN THE UNITS IS LIMITED COMMON ELEMENT APPURTENANT TO BOTH UNITS OF THE BUILDING.
10. THE EXTERIOR SIDING IS GENERAL COMMON ELEMENT.
11. EACH CONCRETE PATIO IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.
12. EACH COVERED PORCH IS LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT IS ATTACHED.



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

02-11-2019

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

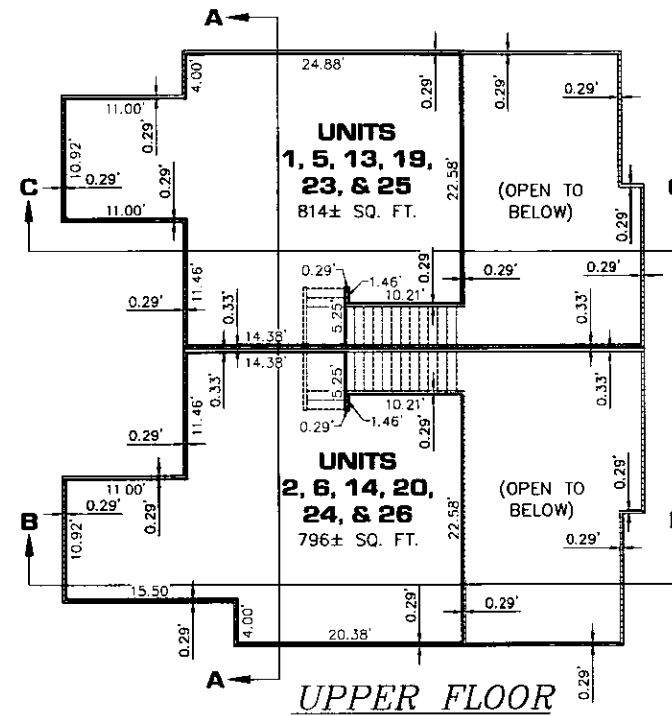
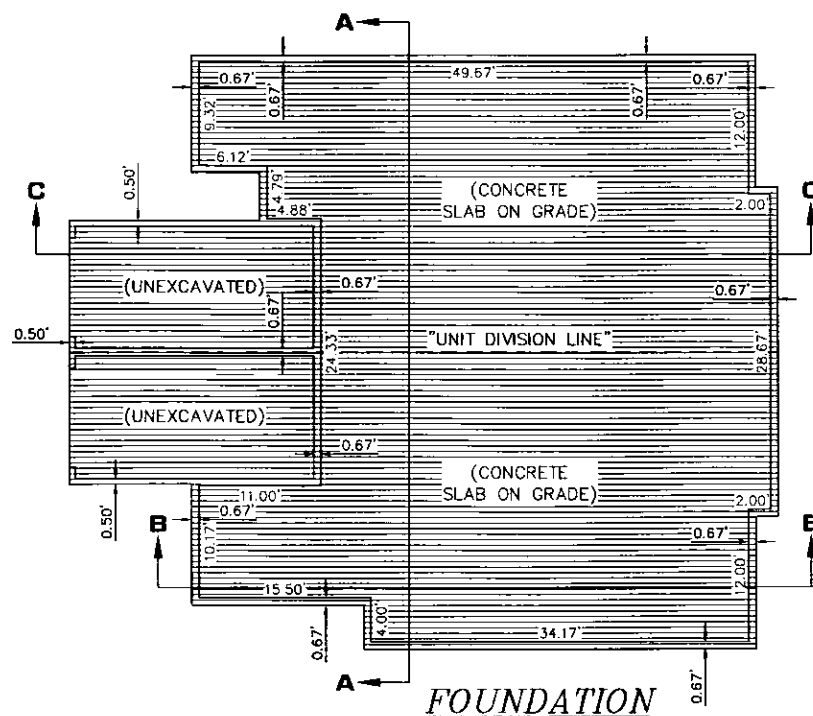
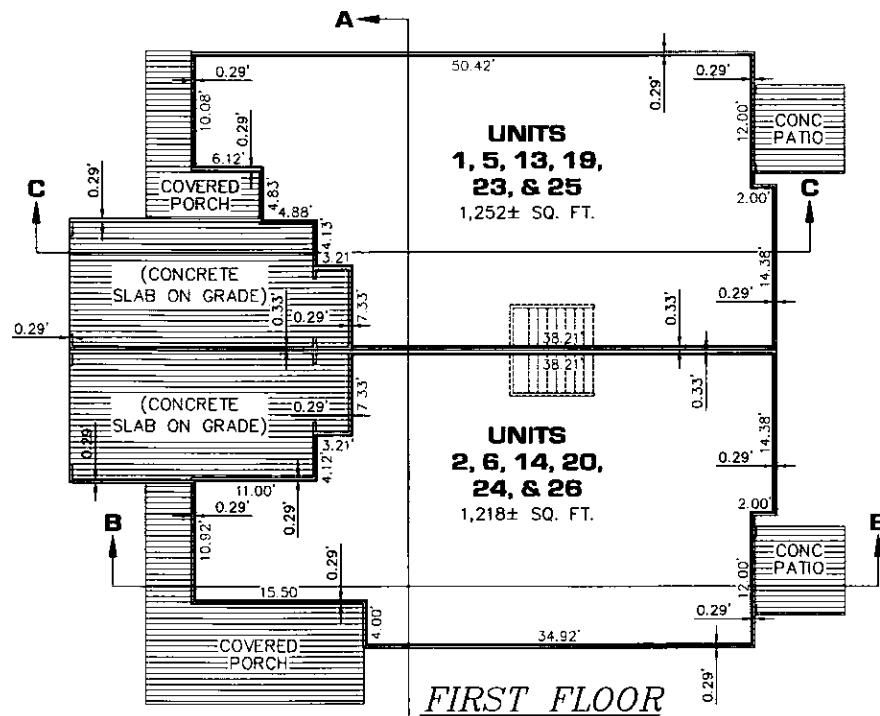
SECTION PLAN - BUILDING A

DRIESEN & ASSOCIATES, INC.
Engineering - Surveying - Testing
Holland, MI - 616-396-0225
Grand Rapids, MI - 616-396-0000
Kalamazoo, MI - 268-544-1455
Detroit, MI - 313-246-1000

REVISIONS
1. REVISION 11: 02-11-2019
2. REVISION 12: 10-08-2018
3. REVISION 13: 09-05-2018

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
SECTION PLAN - BUILDING A

Designed By: _____
Drawn By: CLK
Checked By: _____
Plot: _____
1"=6'
02-11-2019
09-05-2018
1210390 SJ
12 of 18



GENERAL NOTES:

1. ALL EXTERIOR WALLS ARE LIMITED COMMON ELEMENTS.
2. ALL EXTERIOR MAIN & UPPER FLOOR WALLS ARE 0.29' (3 1/2") THICK UNLESS OTHERWISE NOTED.
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13. UNIT AREAS AS SHOWN ARE BASED UPON DIMENSIONS COMPUTED TO THE EXTERIOR WALLS AND TO THE CENTER OF THE DIVIDING / DEMISING WALL, BUT DO NOT INCLUDE GARAGES.

0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



ALAN E. DAHL P.S. NO. 47948 DATE
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

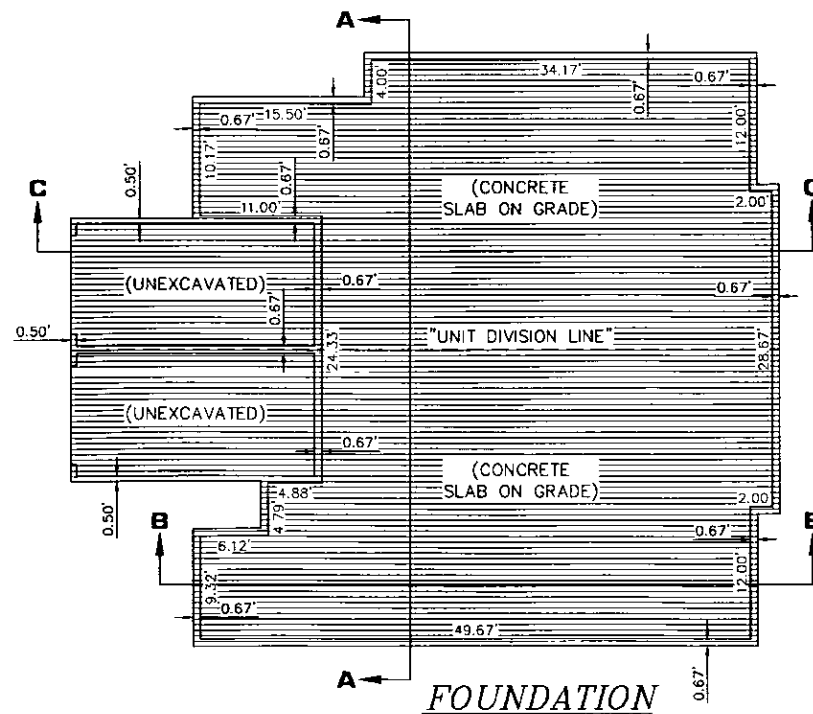
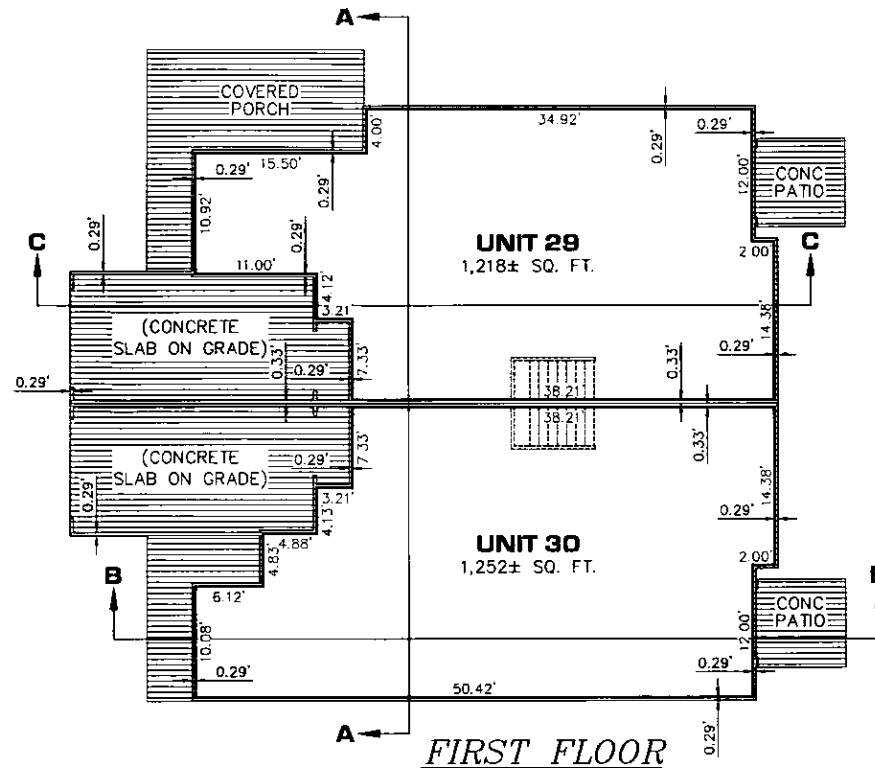
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Drawn By:	QK
Checked By:	
Date:	02-11-2019
Scale:	1"=6'
Sheet No.:	13 of 18

13 of 18

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGON, MUSKOGON CO.
TERRACE POINT LANDING, LLC
76 W. WALTON AVE., SUITE A
MUSKOGON, MICHIGAN 49440
FLOOR PLAN - BUILDING B

DRIESEN & ASSOCIATES, INC.
Engineering - Surveying - Testing
Holland, MI - 616-396-0253
Grand Rapids, MI - 616-396-0300
Kalamazoo, MI - 269-944-1435
Detroit, MI - 810-396-0253

MARK F. FAIRCHILD Lib: 4179 Page: 324
REGISTER OF DEEDS PAGE: 18 of 23
Muskegon County Michigan 02/20/2019 04:04 PM
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GENERAL NOTES:

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0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
PROFESSIONAL
ENGINEER
NO. 47948
DATE
02-11-2019
AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

FLOOR PLAN - BUILDING C

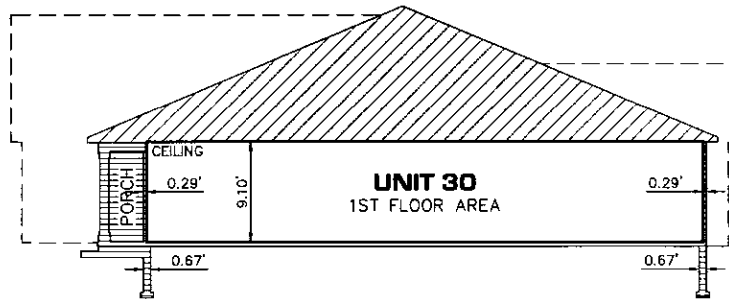
DRIESENGA & ASSOCIATES, INC.
Engineering - Surveying - Testing
www.driesenga.com
Holland, MI - 616-544-0225
Grand Rapids, MI - 616-244-3002

REVISIONS
1. CHANGED UNIT 29 UNIT
"MUST BE BUILT" TO UNITS
1 AND 2.
2. CHANGED UNIT 30 THROUGH 34
TO 11 UNITS. ALL

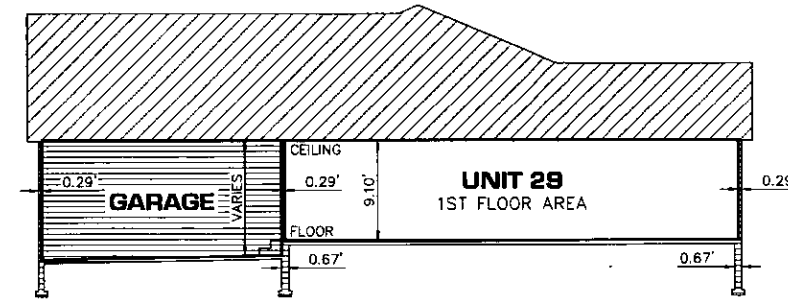
TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
FLOOR PLAN - BUILDING C

Designed By:
Drawn By: CLK
Checked By: Date:
Plot:
1"=6'
09-05-2018
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Sheet No.:
15
of 18

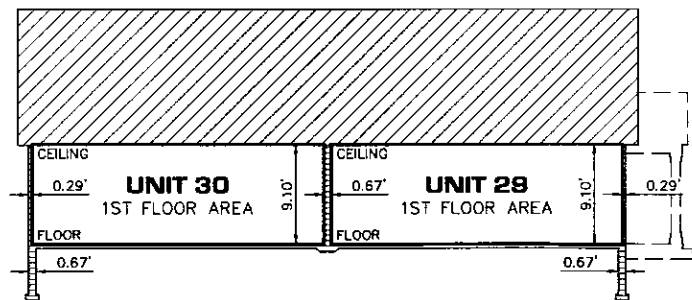
MARK F. FAIRCHILD Librarian: 4178 Page: 324
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SECTION B-B



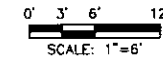
SECTION C-C



SECTION A-A

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP



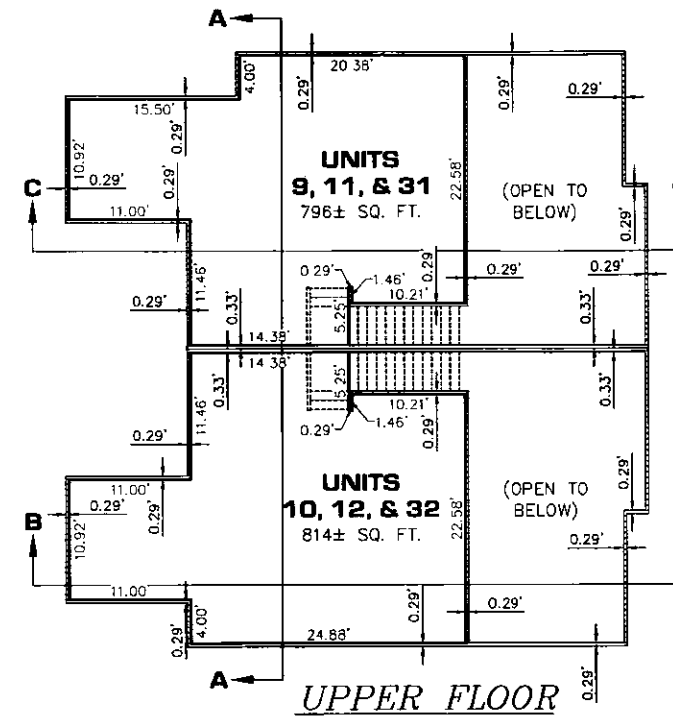
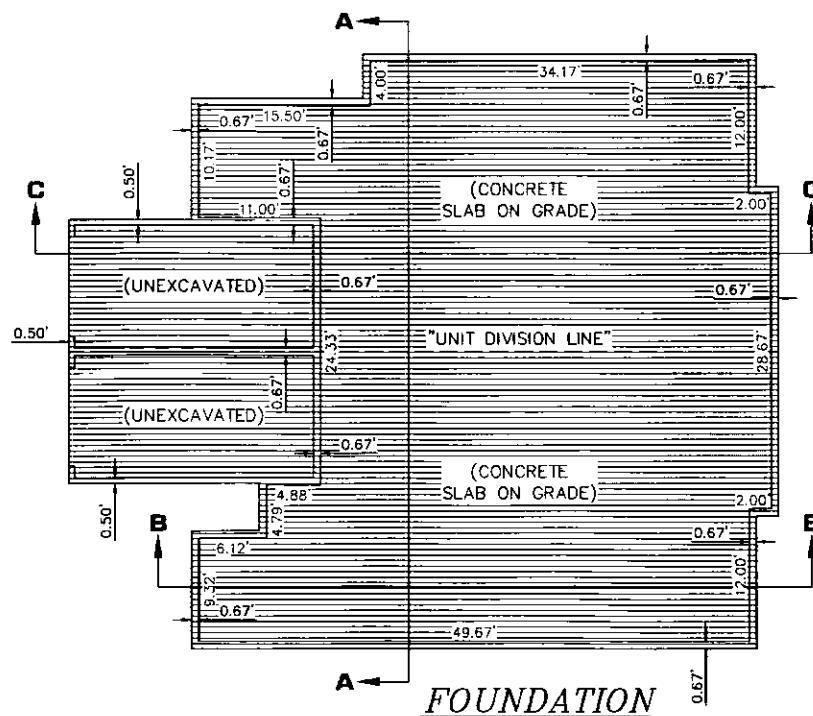
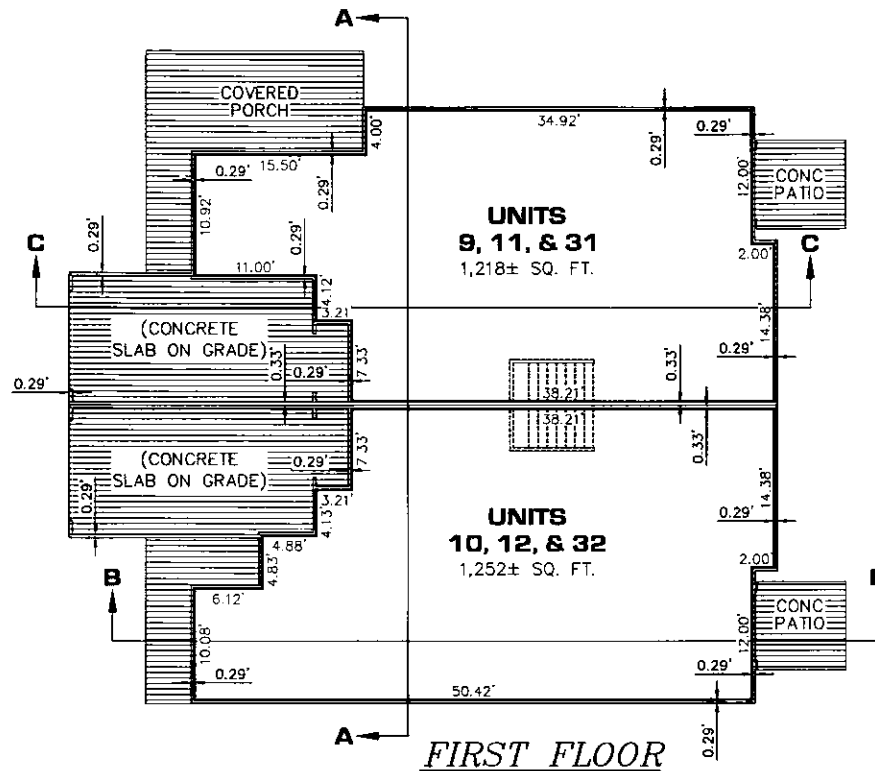
Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948 DATE
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

SECTION PLAN - BUILDING C

REVISIONS
1. CHANGED UNIT 1 UNIT TO 29
2. CHANGED UNIT 2 UNIT TO 30
3. ADDED UNIT 11 THROUGH 34
4. 02-11-2019, A.E.D.

TERRACE POINT LANDING CONDOMINIUMS
SEC. 12, T10N, R16W CITY OF MUSKEGON, MUSKEGON CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKEGON, MICHIGAN 49440
SECTION PLAN - BUILDING C



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0' 3' 6' 12'
SCALE: 1"=6'

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL P.S. NO. 47948
DRIESEN & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

02-11-2019

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

FLOOR PLAN - BUILDING D

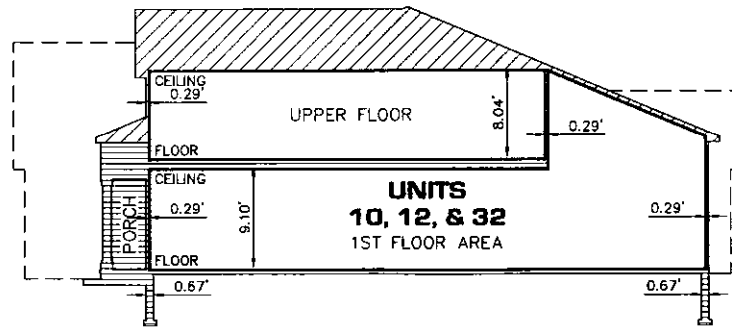
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99. 02-11-2019
100. 02-11-2019

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, TOW. 18W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
FLOOR PLAN - BUILDING D

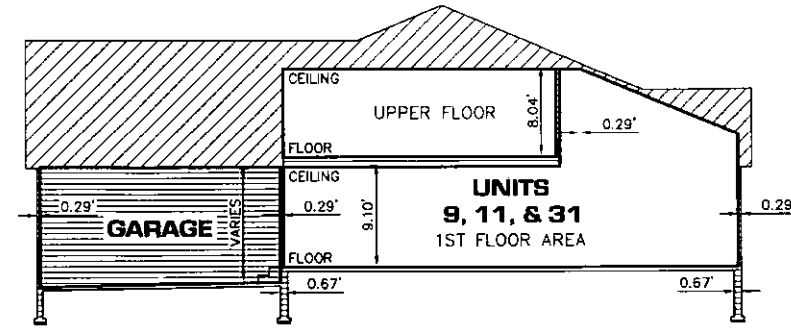
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Drawn By: _____
Checked By: _____
Plot: _____
1"=6'
02-05-2018
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17 of 18

DRIESEN & ASSOCIATES, INC.
Engineering - Surveying - Testing
Holland, MI - 616-366-2225
Grand Rapids, MI - 616-799-3300
Kalamazoo, MI - 269-344-1455
Livonia, MI - 616-799-0252

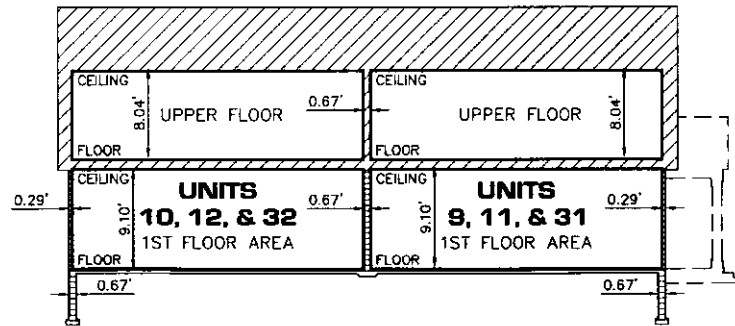
MARK F. FAIRCHILD Librarian: 4179 Page: 324
REGISTER OF DEEDS PAGE: 22 of 23
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SECTION B-B



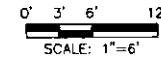
SECTION C-C



SECTION A-A

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LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



Alan E. Dahl
ALAN E. DAHL
P.S. NO. 47948
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

DATE 02-11-2019

AMENDED DATED 02-11-2019
AMENDED DATED 10-08-2018
PROPOSED DATED 09-05-2018

SECTION PLAN - BUILDING D

REVISIONS
1. CHANGE LAYOUT FROM 10-08-2018 TO 02-11-2019
2. ADD UNIT 11 TO UNIT 10
3. ADD UNIT 12 TO UNIT 10
4. ADD UNIT 31 TO UNIT 30
5. ADD UNIT 32 TO UNIT 30

TERRACE POINT LANDING CONDOMINIUMS
SEC. 19, T10N, R16W CITY OF MUSKOGEE, MUSKOGEE CO.
TERRACE POINT LANDING, LLC
75 W. WALTON AVE., SUITE A
MUSKOGEE, MICHIGAN 49440
SECTION PLAN - BUILDING D

Drawn By	Checked By	Date
Alan E. Dahl	Alan E. Dahl	02-11-2019
Scale	1"=6'	
Sheet No.	18	of 18

MARK F. FAIRCHILD Lib: 4178 Page: 324
REGISTER OF DEEDS PAGE: 23 of 23
County Michigan 02/20/2019 04:04 PM
Muskegon 5845087

DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
Kalamazoo, MI • 269-344-1433
Holland, MI • 616-396-0225
Grand Rapids, MI • 616-249-3000