



## MASTER DEED

### TERRACE POINT LANDING SITE CONDOMINIUM

(Act 59, Public Acts of 1978)  
as amended

Muskegon County Condominium Subdivision Plan No. 194

- (1) Master Deed establishing Terrace Point Landing Site Condominium, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Condominium Bylaws of Terrace Point Landing Site Condominium.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Terrace Point Landing Site Condominium.
- (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 hereby, no revenue stamps are required.

This Instrument Drafted by:

+ Return TO:

Pick up-

Rory Charron

616-214-1379

David W. Charron

Charron Law Office

4949 Plainfield, NE

Grand Rapids, MI 49525

Muskegon, Mich: 6-5 20 15

"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. Treas

MARK F. FAIRCHILD Liber: 4057 Page: 3

REGISTER OF DEEDS

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Muskegon County Michigan 06/05/2015 03:41 PM

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## MASTER DEED

### TERRACE POINT LANDING SITE CONDOMINIUM

(Act 59, Public Acts of 1978)  
as amended

This Master Deed is signed on the 5 day of June, 2015, by Terrace Point Landing, LLC, a Michigan limited liability company of 75 West Walton Street, Muskegon, MI 49940 (the "Developer").

### PRELIMINARY STATEMENT

A. The Developer is engaged in developing a Site Condominium Project to be known as Terrace Point Landing Site Condominium (the "Project"), on a parcel of land described in Article II; and

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 as a part of the Master Deed), to establish the real property described in Article II, together with the improvements located and to be located on such property, as a site condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act").

C. Upon the recording of this Master Deed, Terrace Point Landing Site Condominium shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns. 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 site condominium. The initial phase consists of seventy (70) Condominium building sites (the "Units") which will be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. The number of Units in the Project may be increased or decreased, by the exercise of rights reserved by the Developer.



**1.2 Co-Owner Rights.** Each Co-owner in the Project shall have an exclusive property right to his Unit and to limited common elements which are appurtenant to his Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

## **ARTICLE II**

### **LEGAL DESCRIPTION**

**2.1 Condominium Property.** The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is 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; 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 LOT 5 AND LOT 6 OF SAID BLOCK 558 (THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS); THENCE NORTH 46 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOT 5 AND LOT 6, A DISTANCE OF 534.25 FEET TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 925.82 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 5 FEET, MORE OR LESS, TO THE SHORE OF MUSKEGON LAKE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE SHORE OF MUSKEGON LAKE 1350 FEET, MORE OR LESS, TO SAID LINE BETWEEN LOT 5 AND LOT 6 OF BLOCK 558; THENCE SOUTH 46 DEGREES



09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOT 5 AND LOT 6 A DISTANCE OF 820 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PART THEREOF INCLUDED IN THE FOLLOWING DESCRIBED PARCEL: THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS INCLUDING ALL LAND MADE BY LAND-FILL, WHICH HAVE BEEN SUBAQUEOUS LANDS AT THE 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; 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 NORTH LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT DISTANCE OF 477.51 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 72 DEGREES 02 MINUTES 30 SECONDS WEST 429.45 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 90 DEGREES 27 MINUTES 00 SECONDS); THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET 225.07 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT OF BEGINNING FOR EASEMENT; THENCE NORTHERLY ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 705.40 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 23 DEGREES 29 MINUTES 25 SECONDS WEST 651.95 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 78 DEGREES 10 MINUTES 34 SECONDS); THENCE NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST 187.25 FEET; THENCE EASTERLY, NORTHERLY AND WESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 232.88 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 18 DEGREES 20 MINUTES 25 SECONDS WEST 149.98 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 177 DEGREES 54 MINUTES 42 SECONDS) TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 105.61 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 32 DEGREES 21 MINUTES 55 SECONDS WEST 97.10 FEET, THE CENTRAL ANGLE OF SAID CURVE IS



80 DEGREES 40 MINUTES 47 SECONDS); THENCE NORTH 61 DEGREES 06 MINUTES 15 SECONDS WEST 139.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 172.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 89.56 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 58 DEGREES 58 MINUTES 45 SECONDS WEST 88.55 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 29 DEGREES 50 MINUTES 00 SECONDS); THENCE SOUTH 73 DEGREES 53 MINUTES 45 SECONDS WEST 127.91 FEET; THENCE NORTH 16 DEGREES 06 MINUTES 15 SECONDS WEST 75.00 FEET; THENCE SOUTH 73 DEGREES 53 MINUTES 45 SECONDS WEST 110.00 FEET; THENCE NORTH 16 DEGREES 06 MINUTES 15 SECONDS WEST 250 FEET, MORE OR LESS, TO THE WATER'S EDGE OF MUSKEGON LAKE TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE RECOMMENCE AT POINT OF BEGINNING; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 275 FEET, MORE OR LESS, TO THE WATER'S EDGE OF MUSKEGON LAKE; THENCE SOUTHWESTERLY ALONG SAID WATER'S EDGE OF MUSKEGON LAKE 350 FEET, MORE OR LESS, TO THE ABOVE MENTIONED "POINT A".

AND FURTHER EXCEPTING: THIS PARCEL IS LOCATED IN THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS: PART OF BLOCK 558 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE WESTERNMOST CORNER OF MUSKEGON LAKESHORE SMARTZONE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION NO. 100, AS AMENDED; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 198.94 FEET ALONG THE WESTERLY LINE OF SAID CONDOMINIUM TO THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 106.63 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 61.66 FEET TO THE NORTHERLY LINE OF TERRACE POINT DRIVE; THENCE NORTHWESTERLY ALONG SAID LINE 91.59 FEET ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.00 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 127.66 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 192.07 FEET TO THE WESTERLY LINE OF THE AFORESAID CONDOMINIUM; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 66.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel #61-24-205-558-0001-00

MLR

JB



ABOVE OVERALL PARCEL IS MORE PARTICULARLY DESCRIBED AS:

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.)



ALSO

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; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 192.07 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTHWESTERLY 13.46 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 78 DEGREES 08 MINUTES 00 SECONDS WEST 13.44 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 230.94 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 49



FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT SIX CALLS, NORTH 41 DEGREES 44 MINUTES 46 SECONDS EAST 113.57 FEET; THENCE NORTH 15 DEGREES 21 MINUTES 19 SECONDS EAST 181.94 FEET; THENCE NORTH 31 DEGREES 43 MINUTES 46 SECONDS EAST 110.75 FEET; THENCE NORTH 62 DEGREES 38 MINUTES 50 SECONDS EAST 87.06 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 23 SECONDS EAST 237.98 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 10 SECONDS EAST 396.75 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; SAID POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 26 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 641.67 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 10.05± ACRES (437,562± SQ. FT.)

ARTICLE III

Parcel #61-24-205-558-0001-00

DRB

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**DEFINITIONS**

**3.1 Definitions.** Certain terms are used in this Master Deed and in various other instruments such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Terrace Point Landing Site Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

(b) **Administrator.** "Administrator" means the Michigan Department of Licensing and Regulatory Affairs, or its successor, which is designated to serve in such capacity by the Act.



(c) **Association.** "Association" or "Association of Co-owners" means Terrace Point Landing Site Condominium Association, the Michigan non-profit corporation of which all Terrace Point Landing Site Condominium. Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) **Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association.

(e) **Common Elements.** "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.** "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Co-owners.

(g) **Condominium Documents.** "Condominium Documents" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board of Directors and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) **Condominium Property.** "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(i) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

(j) **Condominium Unit.** "Condominium Unit", "Unit" or "Building Site" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(k) **Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the project, including both the vendee(s) and vendor(s) of any land contract of purchase.



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

(m) **Development and Sales Period.** "Development and Sales Period", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(n) **General Common Elements.** "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(o) **Limited Common Elements.** "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) **Master Deed.** "Master Deed" means this instrument, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) **Percentage of Value.** "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 in the Common Elements of the Project.

(r) **Project.** "Project" or "Condominium" means Terrace Point Landing Site Condominium, a residential site condominium development established in conformity with the provisions of the Act.

(s) **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.



(t) **Waterfront Unit.** "Waterfront Unit" means Units 1-28 of the Project.

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

## ARTICLE IV

### COMMON ELEMENTS

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

(a) **Land.** The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including the "Common Area" open space, road, sidewalks, beach and the submerged areas of the Project adjacent to the beach, all as designated on the Plan, and easement interests of the Condominium provided to it for ingress, egress and utility installation over, across and through non-condominium properties and/or individual Units in the Project;

(b) **Improvements.** The common walkways, lawns, trees, shrubs, and other improvements not located within the boundaries of a Condominium Unit. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Water and Sanitary Sewer.** The water and sanitary sewer system throughout the common areas of the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;



(e) **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(f) **Storm Drainage.** The storm drainage and/or retention system throughout the Project;

(g) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) **Telecommunications.** The cable television, internet and/or other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) **Entry Improvements.** The entry signage, plantings and other improvements located at or near the entry to the Project;

(j) **Recreational Items.** The swimming pool, hot tub, bath house, beach area and other commonly used recreational areas designated on the Plan;

(k) **Parking Lot.** The parking lot located adjacent to Viridian/Lakeshore Drive; and

(l) **Miscellaneous.** All other Common Elements of the Project which are not designated as Limited Common Elements and are not enclosed within the boundaries of a Condominium 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 lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

**4.2 Limited Common Elements.** The Limited Common Elements are:



(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service for electricity, gas, sewer, telephone, television and/or other utility or telecommunication services to or from a Unit, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of twenty (20) feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land, and any riparian rights associated with such land;

(c) **Footings and Foundations.** The portion of any footing or foundation extending more than twenty (20) feet below surrounding grade level;

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

(e) **Delivery Boxes.** The mail and/or paper box which is located on a Unit or is permitted by the Association to be located on the General Common Elements in order to serve a residence in the Project.

(f) **Driveways and Yard Areas.** The portion of any driveway or yard area which is located between a Unit and the paved common roadway;

(g) **Docks, Finger Piers and Piling.** The main and finger docks, retaining walls with stone rip rap, observation decks, mooring piles, mooring cleats, spring posts, buffer posts and rub posts and supports, dock boxes, platform lifts (including any hydraulic cylinders which operate the lifts), which shall be appurtenant to the Waterfront Unit or Units served thereby.

(h) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

In the event that no specific assignment of all 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 by subsequent amendment or amendments to this Master Deed.

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

(a) **Limited Common Elements.** Each Co-owner shall be individually responsible for the routine cleaning, maintenance, repair and replacement of all Limited Common Elements appurtenant to his Unit, except for the snow plowing of the sidewalks and driveways described in subparagraph (f).

(b) **Unit Improvements.** Unit owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements situated within the boundaries of a Unit, including any portion which may extend beyond Unit boundaries up to the paved roadway. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

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

(d) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

(e) **Lawn Areas.** The cost of and the maintenance, irrigation and mowing of all lawn areas shall be the responsibility of the Association, regardless of whether the lawn area is situated within a Unit yard or Common Element.



(f) **Snow Removal.** The cost of and the responsibility for snow removal from all driveway and sidewalk areas shall be the responsibility of the Association, regardless of whether the driveway or sidewalk is situated within a Unit yard or Common Element.

(g) **Backflow Prevention and Liability.** Notwithstanding anything herein to the contrary, the City of Muskegon is not responsible for any loss, injury or death resulting from the back up of sewage into basements or crawl spaces of dwellings. The sewer line of each dwelling must be equipped and maintained with a backflow preventer at all times.

**4.4 Oversight Authority.** While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his residence, improvements or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

(a) **Maintenance by 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 replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such reasonably uniform, periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, weed removal, snow removal, tree trimming and replacement of shrubbery and other plantings, building repair, such as siding or roofing, exterior light fixture replacement); provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the right to take any such action at a future date.

(b) **Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment



procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or bylaw for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

**4.5 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 Sale Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any 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 other things necessary or convenient to the exercise of such powers.

**4.6 Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## **ARTICLE V**

### **ESTABLISHMENT AND MODIFICATION OF UNITS**

**5.1 Description of Units.** A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is contained in the Condominium Subdivision Plan as surveyed by Driesenga & Associates, Inc., consulting engineers and surveyors. Site plans have been filed with the City of Muskegon for the Project. Each such Unit shall include the space located within Unit boundaries from and above a depth of twenty (20) feet and extending upwards to a height of fifty (50) feet above the surface, as shown on Exhibit B and as delineated with heavy outlines, together with all appurtenances to the Unit. The dimensions of a Waterfront Unit run to the water's edge of Muskegon Lake and include



the lakebed and all riparian rights associated with the lakefront property. There is no general common element area lakeward of the Waterfront Units.

**5.2 Percentage of Value.** The total value of the Project is 100, and the percentage of such value which is assigned to each of the Condominium Units in the Project shall be equal. The determination that Percentages of Value for all such Units shall be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value and concluding that there are no material differences among them as far as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article VII, expressed in an Amendment to this Master Deed and recorded in the public records of Muskegon County, Michigan.

**5.3 Unit Modification.** The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.

**5.4 Conditions Precedent.** Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed 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 any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

## **ARTICLE VI**

### **EXPANSION**

**6.1 Future Development Area.** The Condominium Project established by this Master Deed consists of seventy (70) Condominium Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act with a maximum of one



hundred five (105) Units. Additional Units, if any, will be established upon all or some portion of the following described land (the "Future Development Area"):

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.

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 A"; 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 B"; 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 B"; 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 A"; 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 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.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS: THAT PART OF LOTS 9 AND 10 OF BLOCK 563 AND PART OF BLOCK 558 OF THE REVISED PLAT OF 1903, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK 563, BEING THE CORNER OF MORRIS AVENUE AND THIRD STREET; THENCE NORTH 41 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THIRD STREET, EXTENDED, 515.64 FEET TO THE NORTHWESTERLY LINE OF SHORELINE DRIVE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE ON THE ARC OF A 3179.42 FOOT RADIUS CURVE TO THE RIGHT 21.46 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 00 DEGREES 23 MINUTES 12 SECONDS AND THE LONG CHORD BEARS NORTH 26 DEGREES 55 MINUTES 45 SECONDS EAST 21.46 FEET) TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE (RELOCATED) FOR POINT OF BEGINNING; THENCE NORTH 41 DEGREES 27 MINUTES 00 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 56.16 FEET; THENCE NORTHERLY ALONG THE ARC OF A 307.38 FOOT RADIUS CURVE TO THE RIGHT 370.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 69 DEGREES 05 MINUTES 19 SECONDS AND THE LONG CHORD BEARS NORTH 06 DEGREES 54 MINUTES 20 SECONDS WEST 348.60 FEET); THENCE NORTH 27 DEGREES 38 MINUTES 19 SECONDS EAST, PARALLEL WITH AND 250.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, TO THE NORTHWESTERLY LINE OF SAID SHORELINE DRIVE, 314.30 FEET; THENCE NORTHERLY ALONG THE ARC OF A 443.00 FOOT CURVE TO THE LEFT 334.92 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 43 DEGREES 19 MINUTES 03 SECONDS AND THE LONG CHORD BEARS NORTH 05 DEGREES 58 MINUTES 47 SECONDS EAST 327.00 FEET) TO A POINT TANGENT TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE AS DEDICATED IN LIBER 1557, PAGE 426 (EXHIBIT "A"); THENCE NORTHERLY ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT 289.64 FEET (THE CENTRAL ANGLE OF



SAID CURVE IS 32 DEGREES 05 MINUTES 55 SECONDS AND THE LONG CHORD BEARS NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST 285.86 FEET); THENCE NORTH 16 DEGREES 25 MINUTES 11 SECONDS EAST (RECORDED AS NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST) 187.25 FEET TO A POINT OF CURVATURE OF A TRAFFIC CIRCLE FOR SAID TERRACE POINT DRIVE; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG SAID TRAFFIC CIRCLE ON THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 379.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 290 DEGREES 02 MINUTES 02 SECONDS AND THE LONG CHORD BEARS NORTH 73 DEGREES 34 MINUTES 49 SECONDS WEST 86.00 FEET); THENCE SOUTH 16 DEGREES 25 MINUTES 11 SECONDS WEST (RECORDED AS SOUTH 15 DEGREES 35 MINUTES 52 SECONDS WEST) 187.25 FEET; THENCE SOUTHERLY ALONG THE ARC OF 603.00 FOOT RADIUS CURVE TO THE LEFT 337.82 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 32 DEGREES 05 MINUTES 55 SECONDS AND THE LONG CHORD BEARS SOUTH 00 DEGREES 22 MINUTES 13 SECONDS WEST 333.42 FEET) TO A POINT TANGENT TO THE WESTERLY RIGHT OF WAY LINE OF THE RELOCATED PORTION OF TERRACE POINT DRIVE; THENCE SOUTHERLY ALONG THE ARC OF A 357.00 FOOT RADIUS CURVE TO THE RIGHT 269.90 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 43 DEGREES 19 MINUTES 03 SECONDS AND THE LONG CHORD BEARS SOUTH 05 DEGREES 58 MINUTES 47 SECONDS WEST 263.52 FEET); THENCE SOUTH 27 DEGREES 38 MINUTES 19 SECONDS WEST 314.30 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 393.38 FOOT RADIUS CURVE TO THE LEFT 474.35 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 69 DEGREES 05 MINUTES 19 SECONDS AND THE LONG CHORD BEARS SOUTH 06 DEGREES 54 MINUTES 20 SECONDS EAST 446.13 FEET) TO THE SOUTHWESTERLY LINE OF SAID LOT 9, BLOCK 563; THENCE SOUTH 41 DEGREES 27 MINUTES 00 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 91.37 FEET TO THE NORTHWESTERLY LINE OF SAID SHORELINE DRIVE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE ON THE ARC OF 3179.42 FOOT RADIUS CURVE TO THE RIGHT 92.93 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 01 DEGREE 40 MINUTES 29 SECONDS AND THE LONG CHORD BEARS NORTH 26 DEGREES 17 MINUTES 02.5 SECONDS WEST 92.93 FEET) TO POINT OF BEGINNING. EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: RECOMMENCE AT THE ABOVE POINT OF CURVATURE OF A TRAFFIC CIRCLE; THENCE



NORTHEASTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS OF THE LEFT, A DISTANCE 29.59 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 22 DEGREES 36 MINUTES 16 SECONDS AND THE LONG CHORD BEARS NORTH 60 DEGREES 08 MINUTES 04 SECONDS EAST 29.40 FEET); THENCE NORTH 54 DEGREES 20 MINUTES 55 SECONDS WEST (RECORDED AS NORTH 53 DEGREES 31 MINUTES 36 SECONDS WEST) 47.50 FEET TO POINT OF BEGINNING OF THIS EXCEPTION; THENCE AROUND A COMPLETE CIRCLE WITH A RADIUS OF 30.00 FEET AND A CIRCUMFERENCE DISTANCE OF 188.50 FEET (THE RADIUS POINT OF SAID CURVE IS NORTH 24 DEGREES 20 MINUTES EAST 30.00 FEET FROM SAID POINT OF BEGINNING). TOGETHER WITH AN EASEMENT FOR UNDERGROUND UTILITY LINES ACROSS SAID TERRACE POINT DRIVE, DESCRIBED AS FOLLOWS; RECOMMENCE AT THE ABOVE DESCRIBED POINT OF BEGINNING OF THIS EXCEPTION FOR POINT OF BEGINNING OF EASEMENT; THENCE NORTHEASTERLY ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.42 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 60 DEGREES 00 MINUTES 00 SECONDS AND THE LONG CHORD BEARS NORTH 37 DEGREES 17 MINUTES 43 SECONDS EAST 30.00 FEET); THENCE SOUTH 52 DEGREES 42 MINUTES 17 SECONDS EAST (RECORDED AS SOUTH 53 DEGREES 31 MINUTES 36 SECONDS EAST) 47.50 FOOT; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 30.20 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 23 DEGREES 04 MINUTES 26 SECONDS AND THE LONG CHORD BEARS SOUTH 37 DEGREES 17 MINUTES 43 SECONDS WEST 30.00 FEET); THENCE NORTH 52 DEGREES 42 MINUTES 17 SECONDS WEST (RECORDED AS NORTH 53 DEGREES 31 MINUTES 36 SECONDS WEST) 47.50 FEET TO POINT OF BEGINNING.

**6.2 Addition of Units.** The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Future Development Area which is added to the Condominium that is not restricted exclusively to residential use.



**6.3 Expansion Not Mandatory.** None of the provisions of this Article will in any way obligate the Developer to enlarge the Condominium Project beyond the initial phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Future Development Area as described in this Article nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

**6.4 Amendment(s) to Master Deed.** An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of one hundred (100%) percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such readjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

**6.5 Redefinition of Common Elements.** The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), the Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project.

**6.6 Additional Provisions.** The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to



the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

## ARTICLE VII

### CONTRACTION, CONVERSION, SUBDIVISION, RELOCATION

**7.1 Limits of Contraction.** The Condominium Project established by this Master Deed consists of seventy (70) Condominium Units and may, at the election of the Developer, be contracted to a minimum of twenty eight (28) Units.

**7.2 Withdrawal of Units.** The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be decreased by the withdrawal of all portion of the lands described in Article II; 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. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

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.

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to 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 as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not detrimental to the adjoining residential development. Any lands contracted from the Project may be re-added to the Project by the exercise of the Developer's right to expand the Project within a period ending not later than six (6) years after the initial recording of a Master Deed. The Developer may also, in connection with any such expansion, readjust Percentages of Value for Units in the



Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

**7.4 Amendment(s) to Master Deed.** A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

**7.5 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, for itself, and after the Development and Sales Period, by the Association, to convert the General Common Element areas into Limited Common Elements(s), Unit areas or additional Units (not more than two), and to modify the size and nature of General Common Element areas in the vicinity therewith. The Developer or the Association may also, with the consent of an affected co-owner and mortgagee, convert a Unit area or Limited Common Element into a Common Element, limited or general. All exercises of the conversion rights described in this Section 7.5 shall be reflected by an appropriate amendment(s) to the Master Deed.

**7.6 Subdivision of Units.** Condominium units may be subdivided by the Co-owner of the Unit, including the Developer, pursuant to Section 49 of the Act. 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 subdivide any unsold Unit into one or more additional Condominium Units, by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee, or other person, and to modify the size and nature of Common Element areas in connection with such amendment. The Developer reserves the right, on behalf of itself and, after the Development and Sales Period expires, for the Association, to subdivide any Unit into one or more additional Condominium Units with the consent of the Co-owner(s) of the Unit(s) to be subdivided, and to modify the size and nature of Common Element areas in connection with such amendment. Any amendment shall allocate to the new condominium units the former percentage of value attributed to the Unit. The cost of any amendment shall be borne by the co-owner undertaking the subdivision.

**7.7 Relocation of Boundaries.** The boundaries between adjoining Condominium Units may be relocated by the co-owners of the affected Units, with the consent of the mortgagee(s) of such unit, pursuant to Section 48 of the Act. 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 relocate the boundaries of any unsold Unit owned by the Developer by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee, or other person, and to modify the size and nature of Common Element areas in connection with such amendment. The Developer reserves the right, on behalf of itself and, after the Development and Sales Period, the Association, to relocate the boundaries of any Unit with the consent of the Co-owner(s) and any mortgagee of the Unit(s) to be relocated, and to modify the size and nature of Common Element areas in connection with such amendment. Relocation may include the transfer of all Unit area and appurtenant limited common elements of an existing Unit to an adjacent Unit or Units, and the elimination of the transferor Unit. The Percentage of Value attributed to any Unit which ceases to exist (following relocation activities) shall be re-allocated to all Units on an equal basis so that the value of all Units remains the equal. The cost of any amendment shall be borne by the co-owner(s) undertaking the boundary relocation.

**7.8 Additional Provisions.** Any amendment or amendments to the Master Deed made by the Developer to contract, convert, subdivide, or relocate the boundaries of a Unit may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefitting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being modified or withdrawn from the Project.

## ARTICLE VIII

### EASEMENTS

**8.1 Easements for Maintenance and Repair.** In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction.

There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land



(including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

**8.2. Easements During Construction and Renovation of Units.** Each Unit is burdened with a five (5) foot easement along its shared property line with an adjacent Unit for the purpose of providing excavation and construction vehicles access to the adjacent Unit for development, construction, repair and replacement purposes. All damage to the burdened Unit shall be promptly repaired and all affected areas restored to their prior condition following the conclusion of activities, at the expense of the Co-owner undertaking the work.

**8.3 Easements Reserved by Developer.** Until the initial sale of all Units in the Project as described in Article II of this Master Deed has been completed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Article II, and/or to dedicate the roadways, sidewalks and right of way areas of the Project to the public; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

Provided, that if the Article II property, or any part of it, is not added to this Project the easements described above shall be permanent, subject to payment by the owners of the benefitted property of a reasonable share of the cost of maintenance and repair of the improvements constructed on such easements. 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 VIII.



## ARTICLE IX

### AMENDMENT AND TERMINATION

**9.1 Pre-Conveyance Amendments.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Muskegon County, Michigan.

**9.2 Post-Conveyance Amendments.** If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose by the Developer or the Association as follows:

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; (iii) amendments to assign Limited Common Elements; or (iv) or amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any Amendment made for a purpose other than those specified in Section 90a (9) of the Act.

(b) **Material Changes.** The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and if required by the Act, two-thirds of the first mortgagees of Units; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be further amended without the



written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project. For purposes of this subsection, a mortgagee shall have one vote for each first mortgage held.

(c) **Compliance With Law.** Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) **As-Built Plans.** A Consolidating Master Deed or Amendment with as-built plans attached shall be prepared and recorded by the Developer within one (1) year after construction of the Project has been completed, if required by law. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

(f) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners of record shall be notified of all such proposed amendments not less than 10 days before the amendment is recorded.

**9.3 Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, in the following manner:



(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the public records of Muskegon County, Michigan.

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

(c) **Association Assets.** 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) **Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the administrator.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**10.1 Time for Completion.** 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 to construct Units on such lands shall cease.



**10.2 Access and Use.** At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.1 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.

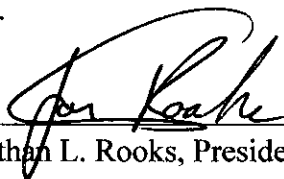
**10.3. Facility.** The Condominium Project is located upon land which has been converted from industrial to residential uses, and classified as a "facility" for purposes of Part 201 of Michigan's Natural Resources and Environmental Protection Act, being PA 451 of 1994, as amended. The Michigan Department 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. The Developer installed a soil barrier consisting of at least one foot of clean fill over the surface of the property in order to encapsulate the hazardous substances as part of a due care plan filed with the MDEQ. This barrier 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.

**10.4 Right to Assign.** Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or bylaw, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the Muskegon County Register of Deeds.



**THIS MASTER DEED** has been executed by the Developer as of the day and year which appear on the first page.

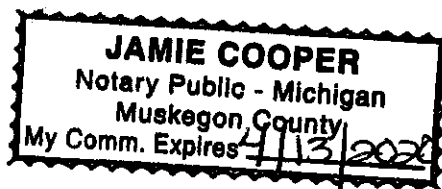
**TERRACE POINT LANDING, LLC**, a  
Michigan limited liability company  
By: **PARKLAND REALTY, INC.**, a Michigan  
corporation  
Its: Manager

By:   
Jonathan L. Rooks, President

STATE OF MICHIGAN                    )  
                                                  ) ss.  
COUNTY OF MUSKEGON            )

On this 25 day of June, 2015, before me, a notary public in and for said County, personally appeared Jonathan L. Rooks, President of Parkland Realty, Inc., a Michigan corporation and 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 company.

  
Notary Public, \_\_\_\_\_ County, MI  
Acting in Muskegon County, MI  
My commission expires: \_\_\_\_\_



MARK F. FAIRCHILD Liber: 4057 Page: 3  
REGISTER OF DEEDS PAGE: 33 of 91  
Muskegon County Michigan 06/05/2015 03:41 PM  
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## EXHIBIT A

### CONDOMINIUM BY-LAWS

#### TERRACE POINT LANDING SITE CONDOMINIUM

##### ARTICLE I

##### CONDOMINIUM PROJECT

**1.01. Organization.** Terrace Point Landing Site Condominium, a residential site condominium project located in Muskegon County, Michigan (the "Project") is being constructed in a multiple phases so as to comprise a maximum of one hundred five (105) building sites. 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.

**2.02. Voting Rights.** Except as limited in the Master Deed and in these Condominium

### ***Terrace Point Landing Site 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, except in those instances where voting is specifically required to be in both value and in 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 more than fifty percent (50%) of the Association members present in person or proxy at a duly convened meeting at which a quorum is present.

#### **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 thirty (30) days, 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 only be entitled to vote on Association matters only those Units for which it holds title and is paying assessments levied by the Association. 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, 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,

### ***Terrace Point Landing Site Condominium***

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. Any notice required or permitted to be given to a Co-owner may be given by electronic transmission by the Association to the party designated in the certificate, and such notice is considered written and dated when the electronic transmission is sent to such person at an email, phone number or electronic 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 designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

## **ARTICLE III**

### **MEETING AND QUORUM**

**3.01. Annual Meeting.** An annual meeting of members for the election of directors and for such other business as may come before the meeting shall be held each year, at a day, time and place specified designated by the Board of Directors, provided however, that no annual meeting shall be held until Co-owners other than the Developer have acquired the right to elect one or more members to the Board of Directors, as more fully specified in Section 4.03(b) of these 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



### ***Terrace Point Landing Site Condominium***

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 20 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 apply if the Association employs a written consent resolution to effect the action and Michigan law authorizes the use of such consent resolution.

**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.

## **ARTICLE IV**

### **ADMINISTRATION**

**4.01. Board of Directors.** The business, property, and affairs of the Association shall be managed and administered by a member 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 20 days before the meeting 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 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.



***Terrace Point Landing Site Condominium***

**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 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)



### ***Terrace Point Landing Site Condominium***

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) **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.

(d) **Vacancies During Period of Developer Representation 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 directorship which was previously filled by an election of Co-owners other than the Developer.

(e) **Vacancies.** Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least 10% of the Units in the Project that may be created or which occur after 10% of the Units no longer remain to be sold that may be created, whichever is longer, caused by any reason other than the removal of a Director by a vote of the members of the Association, will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person elected by vote of the Directors shall serve as a Director until a successor is elected and qualified at the next annual meeting of the Association. Vacancies caused by the removal of a Director by a vote of the members of the Association shall only be filled by a vote of the members.



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(f) **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 as are not permitted by the Condominium Documents as required thereby 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;

(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;

(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



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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 Architectural 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 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 to or for the use of the public, including all roadways and utilities serving the condominium.

**4.05. Books of Accounts.** The Association shall keep books and records containing a detailed account of the expenditures and receipts affecting the administration of the Condominium, 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. Such accounts shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-owners at least once each year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be reviewed or audited annually by a certified public accountant if required by Section 57 of 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

### **4.06. Maintenance and Repair.**

(a) **Unit.** All maintenance of and repair to a Condominium Unit, and to Limited Common Elements which are appurtenant to a single Condominium Unit, to the extent set forth in



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the Master Deed, other than maintenance of and repair to any General Common Element contained within the Condominium Unit, shall be made by the Co-owner of such Unit.

(b) **Damage to 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 Condominium Unit or limited common elements, or from his 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 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, 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) **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, provided however, that nothing contained herein shall be construed to permit the Association access to the residence constructed within each Unit without the express permission of the Unit's Co-owner.

(e) **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.

**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.



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**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 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.

**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 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



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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 snowplowing, landscaping and lawn care. 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) The special expenses of the Association include the costs of trash removal services or utilities which are billed to the Association and specially assessed to individual Units. At the time of recording of the Master Deed, trash expenses are furnished to the Project by the City of Muskegon for little or no cost. Special expenses also include costs or activities attributable to the acts or omissions of less than all of the Co-owners, 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.

(c) Each Unit will be specially assessed a non-refundable fee equal to two times the current monthly regular assessment each time that title to the Unit transfers by deed or land contract to a party other than the Developer. 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.



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**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 or quarterly 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.

**5.05. Increase of Regular Assessment During Fiscal Year.** Absent Co-owner approval as herein provided, regular assessments shall only be increased during a given fiscal year of the Association in accordance with the following:

(a) If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of administering the Project

(b) To provide for the replacement of existing Common Elements;

(c) To provide for the purchase of additions to the Common Elements in an amount not exceeding \$5,000 per improvement and \$125 per Unit annually, whichever is less; or

(d) In the event of emergency or unforeseen development.

Any increase in regular assessments other than or in addition to the foregoing shall require approval by a vote of sixty percent (60%) or more of the Co-owners.

**5.06. Determination of Special Assessments.** All assessments which are not included in the annual budget of the Association 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. 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.

**5.07 Temporary Relief.** The Board of Directors, including the First Board or its successors appointed by the Developer, may relieve any Co-owner who has not constructed a residence within his or her Unit from payment, for a limited period of time, of all or some portion of his or her respective allocable share of the Association budget. The purpose of this provision is



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to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his Unit.

#### **5.08. 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 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



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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 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



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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 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.

**5.09. 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.

**5.10. Obligations of the Developer and Certain Residential Builders.** Notwithstanding any provision in this Article to the contrary, the Developer of the Condominium Project, and any 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 building is located and occupied. The Developer (and/or designated residential builder) will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer (and/or by a designated residential builder). 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 deferred maintenance, reserves for replacement, reserves for contingencies, capital improvements or other special assessments, except with respect



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to completed Units owned by it on which a completed building is located. 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 5.06. For purposes of this paragraph, a "completed building" shall mean a building with respect to which a Certificate of Occupancy or its equivalent has been issued by the applicable local authority and which is occupied.

**5.11. 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.

## **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 shall, to the extent appropriate given the nature of the Common Elements of the Project, obtain and maintain, to the extent available, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried



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and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining property insurance at his or her own expense with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit, and within the Limited Common Elements solely appurtenant to his or her Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Condominium Project, for personal liability for occurrences within his or her Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit.

(b) The Association shall have the right, but not the obligation, to obtain property insurance for all of the buildings and all other improvements constructed or to be constructed within the Project, including that property located within the perimeter of Condominium Units, and Limited Common Elements, and personal liability insurance for occurrences within the Project, including those within individual Units, for the benefit of all of the co-owners of the Project, upon the affirmative vote of the members. Prior to such vote of the members, the Board of Directors of the Association shall demonstrate to the members that the Association's cost of obtaining insurance is substantially less than the collective insurance expense of the members. All expenses for the liability portion of such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units which request and/or are benefitted by such endorsement. All expenses for the property insurance shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the insured property is associated on the basis of the relative values of the properties insured and the special insurance clauses requested; otherwise, they shall be general expenses of administration of the Association. All co-owners and all registered mortgagees of the Project shall be listed as additional insureds on any policies of liability insurance maintained by the Association under this subparagraph (b), and all registered mortgagees shall be listed as mortgagee loss payees. Following the affirmative vote of the members, the Association shall provide written notice of its intention to purchase the insurance described in this paragraph to all co-owners and mortgagees of record of the Project at least sixty (60) days prior to the effective date of such insurance and it shall record an instrument with the register of deeds acknowledging its responsibility under this paragraph, including a commencement date. Any property insurance purchased by the Association under this subparagraph shall be in an amount equal to the full replacement value of the property insured, or if more, for an agreed upon amount. Members may rely upon the Association's affidavit of insurance coverage unless or until it is revoked by an instrument which is also recorded with the register of deeds.

(c) The Association may insure any Limited Common Element of the Project which is appurtenant to more than one Unit against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and



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appropriate, and in an amount to be determined annually by the Board of Directors of the Association. All expenses for insurance relating to such Limited Common Element shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Element is appurtenant.

(d) The Association shall not be responsible in any way for maintaining insurance with respect to Units, or Limited Common Elements which are appurtenant to a single Unit, except if it elects to do so under subparagraph (b) above.

(e) The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

(f) The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(g) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(h) Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including 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 an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(i) Except as otherwise set forth herein, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

**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 or an easement or right of way benefitting the Condominium Project, 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



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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.

(b) If the damaged property is a Unit or Limited Common Element appurtenant to only a single Unit, or any improvement constructed within a Unit or Limited Common Element appurtenant to only a single Unit, 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 or appurtenant Limited Common Element and the improvements located therein to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage, but not later than one year following the event.

(c) If the damaged property is a Limited Common Element appurtenant to more than one Unit, or is any improvement constructed within such Limited Common Element, which the Association has insured, 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 twenty (20) days after the Association gives the above written notice to the Co-owners and mortgagees, more than sixty (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 the Limited Common



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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 Control Committee.

**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. Establishment of Restrictions.** In order to provide for congenial occupancy of the Condominium Project, and for the protection of the value of each Unit, the use of the Condominium Project Property shall be subject to the following limitations:

(a) 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



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Condominium Units. Unless prohibited by applicable law, permanent occupancy of each Unit shall be limited to two (2) persons per bedroom.

(b) Except as permitted by these Bylaws, each Unit owner shall maintain his or her Unit in good order and repair. No Unit owner shall alter the exterior appearance or structurally modify his or her Unit or change any of the limited or general common elements from the way it or they were constructed by the Developer. No waste shall be committed in any Unit or common elements which will impair the structural integrity of any portion of the Condominium Project. Nothing shall be altered or constructed in or removed from the common elements, except as provided below. No one shall enclose or screen in any balcony, terrace, or any other open air area of any Unit or the common element, or (iii) erect any antenna, sign, external light, aerial, awning, canopy, external door, satellite dish (or any other receptive or transmitting device), shutters, or any other exterior attachment, equipment, fixture, or modification other than a satellite dish eighteen (18) inches or less in diameter. The location of all permitted satellite dishes shall be subject to the prior written approval of the Board. No deck may be converted to a three (3) season room unless it is approved in advance in writing by the Architectural Control Committee. No outdoor hot tub or whirlpool may be installed without the prior written approval of the Board of Directors, provided however that such consent shall not be unreasonably withheld, conditioned or delayed as long as the hot tub is located on ground level, properly screened and has strap down covers. The Board of Directors may only approve alterations as do not impair the structural soundness, safety, utility, integrity, or appearance of the Condominium Project. Even after consent, a Unit owner, and not the Association, shall be responsible for all damages to any other Units and their contents or to the common elements, resulting from any alteration, improvement, or attachment performed by or on behalf of such Unit owner. In performing any repair, construction or maintenance activities permitted by these Condominium Bylaws, a Co-owner, its contractors and employees shall take due care not to disturb the enjoyment and use of the Condominium Project by other Co-owners, take all reasonable precautions to sound-proof their activities, a Co-Owner, its contractors and employees shall diligently proceed to complete a construction or renovation project once commenced, and regularly clean and remove construction debris from the Co-owner's Unit during the course of construction. The Board of Directors may delegate to the Architectural Control Committee the responsibility for establishing rules relating to the appearance of Units and common areas, and the approval of the construction, maintenance and repair of them.

(c) No obnoxious, immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the limited or general common elements, nor shall anything be done which may be or become an annoyance or a nuisance to any Unit owner, nor shall any unreasonably noisy activity be carried on or in an any Unit or on the common elements. No Unit owner shall, without the prior written consent of the Association, do or permit anything to be done or keep or permit to be kept in the common elements anything that will



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cause (I) the cancellation of any insurance on the Condominium Project or any property in these Bylaws or (ii) an increase the insurance rate on the Condominium Project or any property located in these Bylaws. Each Unit owner who is the cause of any such increase shall pay to the Association upon demand the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No use or activity shall be conducted, maintained, or permitted in any Unit or in the common elements which will interfere with or detract from the character of the Condominium Project or any portion of it.

(d) Neither the limited nor the general common elements shall be used to store supplies, materials, personal property, trash or refuse of any kind, including, without limitation, baby carriages, bicycles, wagons, toys, furniture, and clothing, except as kept in places designated by the Association for them at all times and shall not be permitted elsewhere on the common elements except for such short periods of time (less than 24 hours) as may be reasonably necessary to permit the periodic collection of trash. Automobiles may only be washed in the driveways of Units, and not on the street. The common elements shall not be used in any way for the displaying, hanging, storing, drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Unit owner, either in his or her Unit or upon the common elements, which spoils the appearance of the Condominium Project or any portion of it.

(e) The general and limited 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" house 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. 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



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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. No parking is allowed upon the streets of the Project.

(f) No Unit owner shall use, or permit any occupant, agent, employee, invitee, guest, contractor, subcontractor, or member of his or her family to use any firearms, air rifles, pellet guns, bb guns, bows and arrows, explosives, fireworks, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium Project, except with 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.

(g) No signs or other advertising devices shall be displayed at a Condominium Unit which are visible from the exterior of the condominium Unit or on the common elements, including "For Sale" and "For Rent" signs, without prior written permission from the Association.

(h) In order to maintain uniformity of external appearance, all Condominium Unit owners shall use and maintain a white/neutral colored drape liner or blind on the side facing the exterior windows of his or her Unit.

(i) (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 by be kept in each Unit. No more than two (2) dogs may be kept within a Unit. Except in the case of service or support animals used to assist disabled persons, no person leasing a Condominium Unit may keep any animal in the Unit. Under no circumstances may animals be kept in the common elements.

(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



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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 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. No animals are allowed within the swimming pool area.

(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.

(j) Except for bowsprit overhang, if any, permitted for a particular slip by the Rules of Conduct promulgated by the Association, no marine vessel shall be berthed outside the horizontal perimeters of a dock, in whole or in part. No more than one (1) marine vessel (excluding dinghy, launch or other auxiliary craft) shall be berthed or moored within the perimeters of a boat slip without the prior written consent of the Association. In no event shall the Association permit more than four (4) such vessels within a single slip. No vessel shall be moored or stored in any boat slip after November 15, or prior to March 15 of any calendar year without the prior written approval of the Association. Any such approval shall be conditioned upon the payment of any and all expenses incurred by the Association as a result of such off-season use or storage. All lockers and dock boxes shall be installed at locations prescribed by the Association and shall be of such size, color and shape as shall be prescribed by the Association. No awning, canopy or cradle shall be erected, placed or stored on or over any dock, shore station, boat lift or boat slip without the prior written approval of the Association. No overnight lodging is permitted on a boat. No bicycles, hand carts or other transportation shall be stored on docks or finger piers. No house boats may be moored. No more than one vessel and four ancillary watercraft (such as wave runners, kayaks, or jet skis) may be moored on the dock facilities appurtenant to a single Waterfront



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Unit. No gas or diesel may be stored in containers on a dock or its finger piers, except that up to ten (10) gallons of gas or diesel may be kept in containers on a moored boat. No dock or pier surface may be higher than 3 feet above the nearby ground elevation. Boat lifts may not be stored on the shore or dock itself but may be left in the water during the off season.

Temporary mooring piles must be removed by November 15<sup>th</sup> of each year and may not be installed until April 1<sup>st</sup>. All docks must be equipped with a ladder. No boat whose height (measured at roof level, exclusive of any flying bridge) is greater than twenty (20) feet above the water line may be moored within seventy (70) feet of the shoreline on a permanent or temporary basis. A co-owner, and his or her guests and invitees, may only moor a boat upon bottom lands owned by the co-owner, immediately adjacent to his or her Waterfront Unit. No docks or movable boat shore stations may be installed or utilized within five (5) feet of a side Unit line between two Units as extended perpendicular to the shore of Muskegon Lake, unless the dock or lift station is shared with a neighboring Unit owner. The purpose of this last provision is to encourage the use of shared docks and lift stations between the co-owners of Waterfront Units. Paddle boards and kayaks must be stored in garage when not in use (or they may be stored along the owner's water's edge as long as the adjacent neighbors do not complain).

(k) The Common Element beach shall not be used for the storage of supplies, personal property, trash or refuse of any kind except as provided in duly adopted rules and regulations of the Association. No fish guts or heads shall be dumped in the water and all cleaning of fish shall be done off-site.

(l) 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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(m) Use of the beach, pool, recreational facilities, open space, and/or parking areas of the Condominium Project may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

(n) As used in these Bylaws, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, any agency of the State of Michigan, or any agency of the United States government. The term "Hazardous Materials" also includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (ii) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601), (iv) petroleum and any petroleum by-products, and (v) asbestos. Unit owners shall not, nor shall they permit their agents, invitees, contractors or subcontractors (collectively "Unit owner's agents"), to bring upon, keep, store, use or dispose of any Hazardous materials on, in, under or about the Condominium Project except ordinary cleaning chemicals and solutions, suitably packaged goods offered for sale at retail and office supplies used for their intended purpose, none of which may pose any significant threat of contamination of the Condominium Project. Each Unit owner shall cause the presence, use, storage and/or disposal of any Hazardous Materials on, in, under or about the Condominium Project by such Unit owner or such Unit owner's agents to be in complete compliance with all applicable laws, rules, regulations, orders and the like. Each Unit owner shall defend, indemnify, protect and hold the Association harmless from and against all claims, costs, fines, judgments and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials in, on, under or about the Condominium Project caused by the acts, omissions or negligence of Unit owner and/or such Unit owner's agents.

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

(p) The Units shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. The yards of Waterfront Units facing Muskegon Lake may not have plantings which exceed 48 inches in height, and no plantings other than grass lawns, are allowed within 25 feet of Muskegon Lake other than flowers and low growing decorative plantings. All landscaped portions of a Unit must be completed within six (6) months after occupancy of the residence constructed within a Unit, weather permitting. If any Co-owner does not maintain a landscaped area to the satisfaction of the Association, the Association may require the owner



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to hire a professional lawn care service to do the work and the Association, after written warning served on the Unit owner, may contract to have the work performed at such owner's expense. Mowing and the operation of other landscaping tools and equipment is limited to the times of Monday through Thursday, and during the hours of 9 a.m. to 5 p.m. Each Unit is responsible for installing, maintaining (including winterization and re-activation), operating and replacing a lawn irrigation system in accordance with specifications established by the Association. The Association may establish mandatory irrigation schedules (including minimum and maximum durations) so that lawns and landscaping have a uniform appearance in the community. The Association shall repair and/or replace all sprinkler heads and other irrigation equipment damaged by the lawn care service and/or snow plowing service it employs for the Project.

(q) All dwellings shall be served by a public water system and no wells shall be permitted.

(r) All dwellings shall be served by a public sanitary sewer system and no private septic waste disposal systems shall be permitted. All dwellings shall install and maintain a backflow preventer at the connection with the public sewer system.

(s) Notwithstanding any provisions of the Condominium Documents, the use of the Unit must comply with the requirements of the zoning ordinance of the municipality in which they are situated. In the event of any conflict between the zoning ordinance and the Condominium Documents, the more restrictive provision shall control.

(t) No swing sets, children's play equipment or fire pits will be permitted in the Project except in areas designated by the Association, however, built-in gas fire pits or table propane backyard fire units with UL listings are allowed with the prior approval of the Architectural Control Committee.

(u) A residence which conforms with the requirements of these Bylaws shall be constructed within a Unit within twenty four (24) months after the initial sale of such Unit from the Developer. All construction within the Project shall be diligently pursued once commenced, and every residence shall be completed within eighteen (18) months after the commencement of construction. Construction of all residences shall be completed prior to occupancy. No trailer, basement, garage, or any other temporary type of dwelling or structure shall be used as a residence, either temporarily or permanently on any Unit. No accumulation of ashes, junk or other offensive objects or materials shall be permitted to accumulate upon any lot. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

(v) No vapor lights, dusk to dawn lights or other lights regularly left on during



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the night may be installed or maintained on any Unit without prior written approval of the Developer during the Development and Sales Period and thereafter, from the Association.

(w) The open space areas designated on the Plan 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 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.

(x) A building permit required by a municipality for the excavation, construction, erection, conversion or repair of any land, building or structure proposed for a building site within a site condominium project for which a site condominium project plan has been approved shall not be issued until a building permit application has been submitted showing that the effect of the proposed work is substantially consistent with the drainage plan approved for the project regarding flow of surface water from the building site to any adjacent building site or lot or to an approved drainage course. A certificate of occupancy required by the municipality for the use or occupancy of any building or structure on a building site shall not be issued unless the building official determines that the work completed on the building site pursuant to a building permit issued by the municipal is substantially consistent with the drainage plan approved for the project regarding flow of surface water from the building site to any adjacent building site or lot or to an approved drainage course.

(y) 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, unless, until and only to the extent such land is included in this Project by amendment.

(z) Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws, concerning the use of the common elements, may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors



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appointed by the Developer (and its successors). Copies of all such regulations and amendments to them shall be furnished to all Unit owners and shall become effective ten (10) days after mailing or delivery of a copy to the designated voting representative of each Unit owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Unit owners in number and in value at any duly convened meeting of the Association.

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

(ab) All requirements and restrictions place on Unit owners under this Article shall apply to all occupants of each Unit and their guests and invitees. Each Unit owner shall be responsible to require all occupants residing in his or her Unit to comply with the requirements and restrictions contained in this Article.

(ac) None of the restrictions in this Article shall apply to the commercial activities or signs, if any, of Developer during the Development and Sales period as defined in these Bylaws, or of a designated residential builder and its subcontractors, laborers and suppliers, or of the Association in furtherance of its powers and purposes set forth in these Bylaws and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. Developer shall have the right to maintain model Units and a sales office, a business office and storage areas. During the Development and Sales period, Developer, a designated residential builder, and their respective agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees shall be entitled to (i) have access, ingress and egress to and from the Condominium Project and common elements and use such desirable in connection with such marketing, sales, leasing of Units or portion or portions of the common elements as a model Unit or Units (for sale or lease) or for such other marketing, sales or leasing of Units or performing work in or about the Condominium Project, and (iii) post and maintain such signs, banners, and flags, or other advertising material in, on or about the Condominium Project and common elements in such form as deemed desirable by Developer, and as may be deemed necessary or desirable in connection with the marketing, sales, leasing or management of Units or performing work in or about the Condominium Project or in connection with (i) and (ii) above, and (iv) complete or correction construction of, or make alterations of and additions and improvements to, the Units or the common elements in connection with any of the Developer's activities in connection with the promotion, marketing, sales or leasing of the Units or performing work in or about the Condominium Project. Designated residential builders and their subcontractors, laborers and suppliers may temporarily store construction materials and equipment in the Project and park construction vehicles on the street or in the yard of the Unit undergoing construction activities. Notwithstanding the foregoing, construction activities and parking within the Project shall be limited to the hours of 7 a.m. to 7 p.m. Monday through Saturday.



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### **7.02. Improvements and Modifications for Persons with Disabilities.**

(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 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 person with disabilities who needs the same type of improvement or modification, or to a person whose parent, spouse or child has disabilities, 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

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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.

**7.03. 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 on the exterior of the Co-owner's Condominium Unit.

#### **7.04. Architectural Control Committee.**

(a) The Association's Board of Directors shall establish a standing committee of the Association known as the Architectural Control Committee (herein "Architectural Control Committee"), comprised of at least one (1) and no more than five (5) persons. The Developer shall be the sole member of the Architectural Control Committee until the conclusion of the Development and Sales Period; thereafter, the member(s) of the Architectural Control Committee shall be selected by the Board of Directors and Directors of the Association shall comprise at least a majority of the members of the Architectural Control Committee. Members of the Architectural Control Committee shall serve until they resign or are removed or replaced by the party who has the right to appoint them. The party who appointed a member to the Architectural Control Committee may remove such member of the Architectural Control Committee at any time, with or without cause. Any decision of the Architectural Control Committee may be appealed to the Board of Directors.

(b) No building, structure or other improvements, shall be constructed within the perimeters of a Condominium Unit or elsewhere in the Condominium Project, unless plans and specifications therefor, containing such detail as the Association may reasonably require, have first been approved in writing by the Architectural Control Committee. No exterior modification may be made to any site, building, structure or improvement, including septic tanks, whether presently existing or to be constructed, unless plans and specifications therefor, containing such detail as the Association or the Architectural Control Committee may reasonably require, have first been approved in writing by the Association or its Architectural Control Committee. If site modifications are involved, a site grading plan shall be prepared and submitted along with plans and measures for control of soil erosion during the construction process. Construction or modification of any building or other improvements must also receive any necessary approvals from the local public authority. The Association or its Architectural Control Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and



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in passing upon such plans and specifications 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 be constructed, the proposed location within the Unit, the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

(c) All approvals required by this section shall comply with the following:

(i) **Construction Materials.** All residences and other permitted buildings and structures shall be constructed in substantially a good and workmanlike manner and of new materials. All residences must have poured concrete or cement block basement walls and must be stick built on the site. Crawl space basement areas are standard and allowed on all sites. Full or partial basements may be allowed on a case by case basis on select sites with the approval of the Developer or Architectural Control Committee. No modular or mobile homes are permitted. All residences shall be of finished wood, masonry (including brick and/or stone), aluminum, or vinyl siding exterior. All windows shall be constructed of wood or vinyl, and if wood, clad with either aluminum or vinyl. Roofs shall be of shingle construction using architectural grade asphalt shingles or engineered standing seam metal roofing. No tile roofs will be permitted. Flat roofs may employ rubber membranes. The minimum roof pitch is 6/12, where a home design involves a roof pitch. This roof pitch requirement does not apply to shed or dormer roofs, pergolas, or gables. All roofs shall have a roof overhang of at least sixteen (16) inches, excluding gables, in order to direct storm or meltwater away from foundations, including hip, gambrel and mansard roofs. All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples thereof shall be furnished to the Board upon request. All residences shall have a color range selected by the Architectural Control Committee.

(ii) **Building Location.** All residential structures shall be constructed within the "building envelope" of the Unit shown on the Plan (the area inside the "building setback lines"), unless prior approval has been obtained from the Architectural Control Committee or the Developer. The Architectural Control Committee will grant such approval only on good cause shown; provided however, such approval shall not be unreasonably withheld, conditioned or delayed when a Co-owner purchases one and a half or two Units and develops them with a single residential structure. The Architectural Control Committee or Developer may grant permission for eaves, fireplaces, uncovered steps, covered entry steps, and egress wells to encroach into the five (5) foot side yard setback from the property line or to encroach into the fifteen (15) foot rear yard setback of non-Waterfront Units.

(iii) **Size and Space Requirements.** No residence shall be constructed on any Unit with a fully enclosed first floor area of less than five hundred feet (500) square feet (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and terrace level construction. Additional floors may be up to 30% larger than the main level, including any garage. The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of the square footage requirement. One uncovered roof



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deck of not more than six hundred (600) square feet may be constructed above the third story of a building.

(iv) **Building Height and Width.** The maximum height of a building upon a Waterfront Unit is thirty five (35) feet, excluding cupolas and other decorative elements, measured from the peak of the roof, as long as there are no habitable roof areas. The maximum height of a building constructed on a Waterfront Unit with a flat roof, or with a roof containing a deck or other habitable roof area is twenty five (25) feet. The maximum height of buildings situated upon non-Waterfront Units is forty five (45) feet to the peak of any gable, gambrel or hip roofs, or thirty five (35) feet to the top of any flat roofs. The term "building height" does not include chimneys, spires, cupolas, dormers, finials, antennae, or railings. All dwellings shall have a minimum width of eighteen (18) feet across any front, side, and rear elevation view. No dwelling shall be three (3) times longer than its width (exclusive of an attached garage).

(v) **Floor Heights.** All floor levels of a residence shall be a minimum of eight feet in height. Below-grade portions of terrace or lower level walls shall be of poured concrete or cement block of not less than eight feet in height, or in the case of walkout or view out sites, wood frame walls along the perimeter of the walkout. All construction must comply with current applicable state and local building codes and ordinances, and the height of all structures shall also be in compliance with local zoning regulations. A vapor barrier with a thickness of 30 millimeters or greater must be installed and maintained beneath all living spaces, in accordance with specifications maintained by the Association. There shall be a minimum of 100 square feet of storage space within each dwelling (which may include unfinished basement areas and crawl spaces but not garage parking spaces). Front porches and rear porches may be up to three (3) stories tall. One (1) wraparound or side porch is allowed and may be up to two (2) stories tall and up to 50% of the side elevation.

(vi) **Garage and Parking.** All dwellings must have a one, two or three car attached garage and outside parking for not less than two (2) vehicles on or along the driveway. All one-stall garage shall have a minimum dimension of 12' x 20'. All two-car garages shall have a minimum dimension of 20' x 20'. No more than three garage stalls are allowed. No carports are allowed.

(vii) **Other Structure.** No building other than a principal residence and its attached garage may be constructed or occupied within a Unit or used for storage or similar purposes. No gazebo, shed, swimming pool, pool house, bathhouse or like structure shall be constructed or used for storage or similar purposes, without the prior written consent of the Architectural Control Committee. A shed is only allowed on a parcel which consists of more than one Unit (either a Unit and a half or a double Unit), and it must be screened from the view of neighbors. There must be a minimum of eight (8) feet of separation between any buildings on the same Unit. Mailbox and hot tub location, size, style and



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design may be specified by the Architectural Control Committee. A hot tub is allowed in the rear yard (waterfront yard of Waterfront Units).

(viii) **Walls, Fences and Hedges.** No fences or hedges may be used to enclose property lines, service areas, patios, swimming pools or other areas requiring privacy, except with the prior consent of the Architectural Control Committee. Wire or galvanized chain link fences are prohibited materials for fencing. White vinyl PVC, wood, masonry or plant materials are permitted fence materials.

(ix) **Damage to Road or Utilities.** Any damage to any road or utilities or any part of the Project by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced, or restored by such Co-owner at his or her sole cost in a manner approved by the Association.

(x) **Elevations.** No substantial changes in the elevations of the land will be made on a Unit without the prior written consent of the Developer during the Development and Sales Period, and thereafter, by the Association. Any change which materially affects the surface elevation, grade, or drainage of the surrounding Units will be considered a substantial change.

(xi) **Excavation.** No excavation shall occur within the Project except in conformance with the due care plan described in Section 10.3 of the Master Deed. All soil to be removed from any of the Units either in grading or in excavation will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate, or removed from the site, at the Co-owner's expense.

(xii) **Procedure.** No Co-owner shall apply to a municipality or other governmental authority for a building or construction permit to undertake work which requires the consent of the Developer and/or Architectural Control Committee hereunder without first obtaining the written approval of the Developer and/or Architectural Control Committee. The Developer and/or Architectural Control Committee shall indicate its approval of any plans and specifications by signing and dating each page of such documents. The approval of any plans or specifications shall not be construed as a warranty or guarantee of the viability of the designs represented therein.

The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Notwithstanding the foregoing, during the Development and Sales Period, the Developer may construct or approve the construction of dwellings or other improvements within



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the Condominium Project without the necessity of prior consent from the Association or Architectural Control Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere in the Condominium Project. Any consent obtained from the Developer pursuant to this paragraph shall have the same legal significance as consent obtained from the Association or its Architectural Control Committee in Section 7.05(b).

**7.05. Developer's Reserved Rights.** Until the conclusion of the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks, docks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including 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. During the Development and Sales Period, the Developer shall have the right, in its sole discretion, to reject any builder selected by a Co-owner who is not in the Developer's opinion suitable or desirable for the Project. Any builder approved for work in the Project by the Developer and who is designated in a writing signed by the Developer for such purposes shall be deemed a "designated residential builder" for purposes of the Condominium Documents. 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, its Architectural Control Committee, and upon all Co-owners.

**7.06. 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



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notice and hearing thereon 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.

(e) Notwithstanding the foregoing, the Developer reserves the exclusive right and option to repurchase a Unit from any Co-owner who fails to comply with Section 7.01(s) above, by the Developer paying to such Co-owner at any time prior to the completion of a residence within the Unit, the purchase price which such Co-owner paid to acquire the Unit, together with an amount equal to the Developer's estimate of the reasonable value of any improvements constructed within the Unit. Upon receipt of such amounts, the Co-owner shall convey marketable title to the Unit by warranty deed in statutory form to the Developer and taxes shall be pro-rated, based upon the calendar year method of pro-ration.

## **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 for the Association and distributed to the Owners; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. 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.



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**8.02. Notice of Insurance.** The Association shall notify each mortgagee who is registered with the Association of the name and each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

**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.

**8.05 Mortgagees.** Whenever an amendment to the Condominium Documents is proposed and the Act or the Condominium Documents require the mortgagees of Units to vote to approve the amendment, the following procedure shall apply:

(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 are entitled to vote on the amendment.



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(b) Each mortgagee entitled to vote shall have one vote for each Condominium Unit in the Project that is subject to its first mortgage(s), 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.

(f) The failure of a mortgagee to return a ballot within ninety (90) days from the date mailed 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 first 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 not later than ninety (90) days after the date the ballot was mailed. In calculating the ninety (90) days, the date of mailing itself shall not be counted but the ninetieth (90<sup>th</sup>) day shall be included unless the 90<sup>th</sup> day is a Saturday, Sunday, legal holiday, or holiday on which the United States Postal Service does not regularly deliver mail, in which case the last day of the ninety (90) days shall be the next day that is not a Saturday, Sunday, Legal Holiday, or holiday on which the United States Postal Service does not regularly deliver mail.

## **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 or Developer 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.



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**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 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 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.



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**ARTICLE X**

**ARBITRATION**

**10.01. Submission to Arbitration.**

(a) Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, 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, according to the arbitration rules specified by Section 114 of the Act, as amended, if any are specified.

(b) 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 resolved any dispute, claim or grievance. The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the Courts regarding that dispute, claim or grievance.

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

(a) At the exclusive option of a Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

**10.03. Preservation of Rights.** Election by a Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation of such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in this Article, no interested parties shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.



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**ARTICLE XI**

**RIGHTS RESERVED TO DEVELOPER**

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, 180 days 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 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).

**ARTICLE XII**

**VIOLATIONS; ASSESSMENT OF FINES**

**12.01 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.

**12.02 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



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of these Bylaws.

(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.

**12.03 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 five hundred dollars (\$500) per occurrence.

**12.04. 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.

**12.05. Collection.** The fines levied pursuant to Section 12.03 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 XIII**

### **MISCELLANEOUS PROVISIONS**

**13.01. 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

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such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13.02. Notices.** Notices provided for in the Act, Master Deed or these Bylaws shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may designated by the Co-owner in writing. All notices to the Association shall be sent to the registered office of the Association. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

**13.03. 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 of Terrace Point Landing Site Condominium.

**13.04 Inflation Index.** Whenever a specific monetary amount is specified in these Bylaws, such as for a fine or cap, such amount shall be subject to adjustment each year. Commencing January, 2017, 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 XIV**

### **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.



# TERRACE POINT LANDING SITE CONDOMINIUM

CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

**SURVEYOR & ENGINEER:**  
**DRIESEN & ASSOCIATES, INC.**  
**455 EAST 8TH STREET, SUITE 100**  
**HOLLAND, MICHIGAN 49423**

**SHEET INDEX**

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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-LIFT WHICH MAY HAVE BEEN SUBSEQUENT LANDS AT TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH-EASTERLY 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 NORTH-EASTERLY 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 LOT 5 AND LOT 6 OF SAID BLOCK 558 (THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS); THENCE NORTH 48 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOT 5 AND LOT 6, A DISTANCE OF 534.25 FEET TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 925.82 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 5 FEET, MORE OR LESS, TO THE SHORE OF MUSKEGON LAKE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE SHORE OF MUSKEGON LAKE 1350 FEET, MORE OR LESS, TO SAID LINE BETWEEN LOT 5 AND LOT 6 OF BLOCK 558, THENCE SOUTH 46 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOT 5 AND LOT 6 A DISTANCE OF 820 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PART THEREOF INCLUDED IN THE FOLLOWING DESCRIBED PLAT THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT, (OF 1903) OF THE CITY OF MUSKOGEE, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKOGEE COUNTY RECORDS INCLUDING ALL LAND MADE BY LAND-FILL, HAVE BEEN SUBSEQUENTLY LANDS AT THE TIME OF THE DEDICATION OF SAID REVISED PLAT (OF 1903), DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH-EASTERLY LINE OF TERRACE STREET, BEING THE SOUTH-WESTERLY 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 NORTH LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT DISTANCE OF 477.51 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 72 DEGREES 02 MINUTES 30 SECONDS WEST 429.45 FEET); THE CENTRAL ANGLE OF SAID CURVE IS 89 DEGREES 27 MINUTES 00 SECONDS; THENCE SOUTH 26 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET 225.07 FEET TO A POINT HERENAFTER REFERRED TO AS POINT OF BEGINNING FOR EASEMENT; THENCE NORTHERLY ALONG THE EAST SIDE OF SAID WATER STREET 150.00 FEET TO THE CORNER OF SAID WATER STREET; THENCE SOUTHWESTERLY ALONG THE WEST SIDE OF SAID WATER STREET 150.00 FEET TO A POINT ON SAID WATER STREET 150.00 FEET FROM THE CORNER OF SAID WATER STREET; THENCE NORTH 17 DEGREES 17 MINUTES 52 SECONDS EAST 187.25 FEET; THENCE EASTERLY, NORTHERLY AND WESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 232.88 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 19 DEGREES 20 MINUTES 25 SECONDS WEST 149.98 FEET); THE CENTRAL ANGLE OF SAID CURVE IS 177 DEGREES 54 MINUTES 42 SECONDS) TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 106.61 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 32 DEGREES 21 MINUTES 55 SECONDS WEST 97.10 FEET); THE CENTRAL ANGLE OF SAID CURVE IS 80 DEGREES 40 MINUTES 47 SECONDS; THENCE NORTH 61 DEGREES 06 MINUTES 15 SECONDS WEST 139.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 172.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 89.56 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 58 DEGREES 18 MINUTES 45 SECONDS WEST 88.55 FEET); THE CENTRAL ANGLE OF SAID CURVE IS 29 DEGREES 29 MINUTES 00 SECONDS X; THENCE SOUTH 73 DEGREES 53 MINUTES 45 SECONDS WEST 127.91 FEET; THENCE NORTH 16 DEGREES 06 MINUTES 15 SECONDS WEST 75.00 FEET; THENCE SOUTH 32 DEGREES 21 MINUTES 55 SECONDS WEST 150.00 FEET TO THE CORNER OF SAID WATER STREET; THENCE SOUTHWESTERLY ALONG SAID WATER STREET 150.00 FEET TO THE CORNER OF SAID WATER STREET; THENCE NORTH 68 DEGREES 15 MINUTES 18 SECONDS WEST 325 FEET, MORE OR LESS, TO THE WATER'S EDGE OF MUSKOGEE LAKE; THENCE SOUTHWESTERLY ALONG SAID WATER STREET, EDGE OF MUSKOGEE LAKE 390 FEET, MORE OR LESS, TO THE ABOVE MENTIONED "POINT A".

AND FURTHER EXCEPTING: THIS PARCEL IS LOCATED IN THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS: PART OF BLOCK 558 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE WESTERMOST CORNER OF MUSKEGON LAKESHORE SMARTZONE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION NO. 100, AS AMENDED; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 189.94 FEET ALONG THE WESTERLY LINE OF SAID CONDOMINIUM TO THE POINT OF BEGINNING; THENCE NORTH 82 DEGREES 05 MINUTES 15 SECONDS WEST 106.63 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 61.88 FEET TO THE NORTHERLY LINE OF TERRACE POINT DRIVE; THENCE NORTHWESTERLY ALONG SAID LINE 91.59 FEET ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 82 DEGREES 05 MINUTES 15 SECONDS WEST 86.00 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 127.88 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 15 SECONDS EAST 192.07 FEET TO THE WESTERLY LINE OF THE AFORESAID CONDOMINIUM; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 86.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

THAT PART OF BLOCK 556 OF THE REVISED PLAT (OF 1903) OF THE CITY 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 SUBSEQUENTLY LOST AT THE TIME OF THE DRAINAGE, 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, THENCE ALONG SAID 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 269.88 FEET ALONG THE ARC OF A 302.46 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 84 DEGREES 17 MINUTES 30 SECONDS WEST 281.00 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 123.20 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 81.86 FEET, THENCE NORTH 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 0.364 ACRES (17,073.34 SQ. FT.)

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 SUBSEQUENT 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 957.24 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 48 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 WEST 264.94 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 192.07 FEET, THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTHWESTERLY 13.45 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 78 DEGREES 08 MINUTES 00 SECONDS WEST 13.44 FEET, THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 328.55 FEET, THENCE NORTH 88 DEGREES 15 MINUTES 15 SECONDS WEST 230.96 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 60 DEGREES 15 MINUTES 15 SECONDS WEST 49 FEET OR LESS TO THE SHORE OF MUSKEGON LAKE, RECOMMENCE AT POINT "C"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT SIX CALCS, NORTH 41 DEGREES 44 MINUTES 48 SECONDS EAST 113.17 FEET, THENCE NORTH 45 DEGREES 18 MINUTES 00 SECONDS EAST 161.04 FEET, THENCE WITH 31 DEGREES 43 MINUTES 00 SECONDS EAST 237.86 FEET, THENCE SOUTH 85 DEGREES 23 SECONDS EAST 237.86 FEET, THENCE SOUTH 61 DEGREES 54 MINUTES 10 SECONDS EAST 398.75 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, SAID POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 26 FEET OR LESS TO THE SHORE OF MUSKEGON LAKE, RECOMMENCE AT POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES WEST 641.67 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 10,056 ACRES (437,5652 SQ. FT.).



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

 **DRIESENKA & ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
[www.driesenga.com](http://www.driesenga.com)

Madison, MI - 615-398-2255  
Grand Rapids, MI - 616-248-3000  
Kalamazoo, MI - 269-544-1455  
Detroit, MI - 616-256-2255

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TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 19, T10N, R15W CITY OF MUSKOGEE, MUSKOGEE CO.  
TERRACE POINT LANDING, LLC  
76 W. WALTON AVE., SUITE A  
MUSKOGEE, MICHIGAN 49840

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MARK F. FAIRCHILD Liber: 4057 Page: 3  
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# **LEGEND**

COORDINATE NUMBER  
CONCRETE MONUMENT  
LIMITS OF OWNERSHIP

①  
○

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

N31°43'46"E  
110.75'

INTERMEDIATE  
TRAVERSE LINE

MUSKEGON  
LAKE

N41°44'48"E  
113.57'

## **GENERAL NOTES:**

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS 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 70, POOL AND BEACH.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.
6. THE AREAS OF UNITS 1-28 (WATERFRONT UNITS) ARE TO THE WATER'S EDGE AS SURVEYED MAY 13, 2015.
7. THE DIMENSIONS OF UNITS 1-28 (WATERFRONT UNITS) RUN TO THE WATER'S EDGE AND INCLUDE ALL RIPARIAN RIGHTS.

| CURVE DATA |         |         |                     |
|------------|---------|---------|---------------------|
| CURVE NO.  | LENGTH  | RADIUS  | CHORD               |
| C6         | 21.36'  | 67.00'  | N14°36'28"E 21.27'  |
| C7         | 35.98'  | 133.00' | N131°3'29"E 35.87'  |
| C8         | 180.30' | 133.00' | N59°48'39"E 166.81' |
| C9         | 43.60'  | 133.00' | S71°57'36"E 43.41'  |
| C10        | 130.38' | 83.00'  | S17°34'05"E 117.38' |
| C14        | 42.40'  | 133.00' | N14°36'28"E 42.22'  |
| C15        | 18.12'  | 67.00'  | N131°3'29"E 18.07'  |
| C16        | 90.83'  | 67.00'  | N59°48'39"E 84.03'  |
| C17        | 21.97'  | 67.00'  | S71°57'36"E 21.87'  |
| C18        | 26.70'  | 17.00'  | S17°34'05"E 24.04'  |

| LINE DATA |             |        |
|-----------|-------------|--------|
| LINE NO.  | DIRECTION   | LENGTH |
| L1        | S23°57'13"W | 25.00' |
| L2        | S24°21'39"E | 25.00' |
| L3        | N10°25'27"W | 20.24' |
| L4        | N23°13'35"E | 25.00' |
| L5        | S56°00'46"W | 10.00' |
| L6        | S71°28'11"W | 32.79' |
| L7        | S81°24'58"W | 9.72'  |
| L8        | N65°41'29"W | 10.00' |
| L9        | N74°03'22"W | 10.00' |
| L10       | N52°06'35"E | 11.16' |

## **SURVEY PLAN A**

| BOUNDARY COORDINATES |          |         |
|----------------------|----------|---------|
| POINT                | NORTHING | EASTING |
| 12                   | 5391.567 | 55.575  |
| 13                   | 5478.299 | 135.192 |
| 14                   | 5651.749 | 183.371 |
| 15                   | 5745.946 | 241.515 |
| 16                   | 5785.949 | 318.545 |
| 17                   | 5788.823 | 556.311 |
| 18                   | 5758.823 | 906.304 |

MUSKEGON  
LAKE

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

0' 15' 30' 60'  
SCALE: 1"=30'

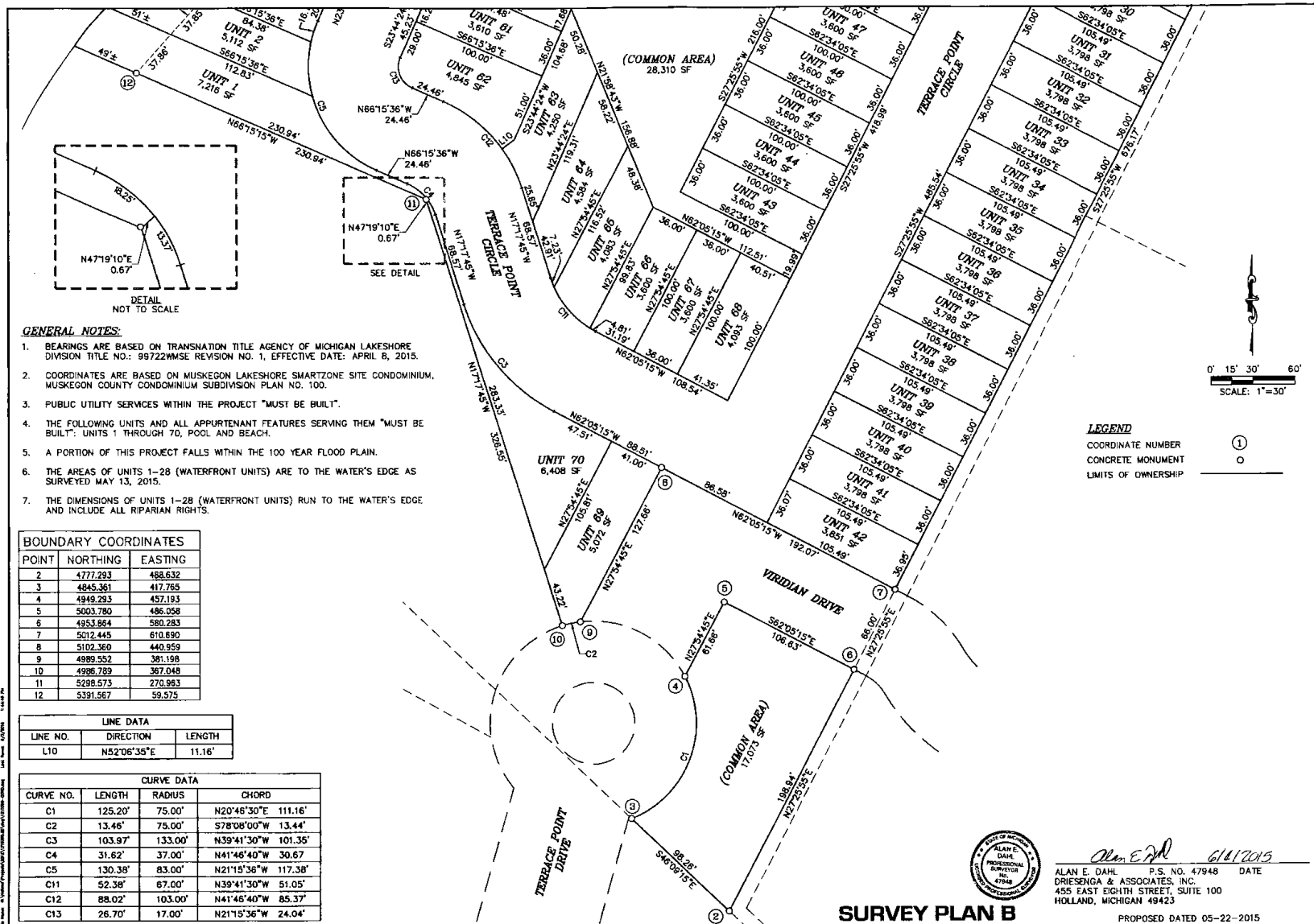
**DRIESEN & ASSOCIATES, INC.**  
Engineering - Surveying - Testing  
1100 W. WALTON AVE., SUITE 100  
MUSKEGON, MICHIGAN 49840  
Phone: 616-336-0388  
Fax: 616-336-0389  
Email: info@driesen.com  
www.driesen.com

| REVISIONS |                   |
|-----------|-------------------|
| NO.       | DESCRIPTION       |
| 1         | ISSUED FOR PERMIT |

TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 19, T10N, R9W CITY OF MUSKEGON, MUSKEGON CO.  
73 W. WALTON AVE., SUITE 100  
MUSKEGON, MICHIGAN 49840  
SURVEY PLAN A



ALAN E. DAHL P.E. NO. 47948 DATE  
DRIESEN & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423  
PROPOSED DATED 05-22-2015



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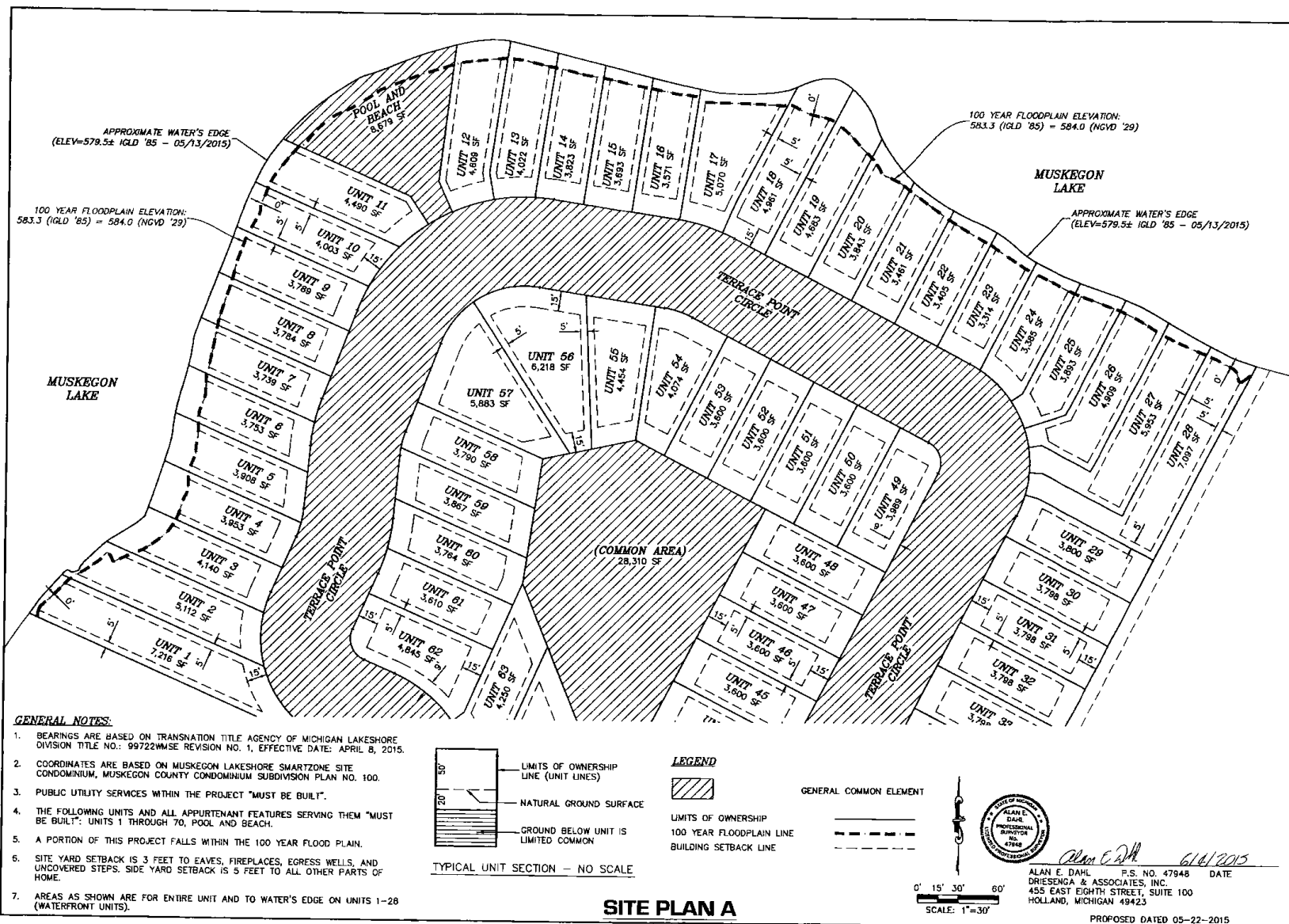
Midland, TX • 810-396-0288  
Dallas, TX • 972-344-1450  
Detroit, MI • 313-384-0285

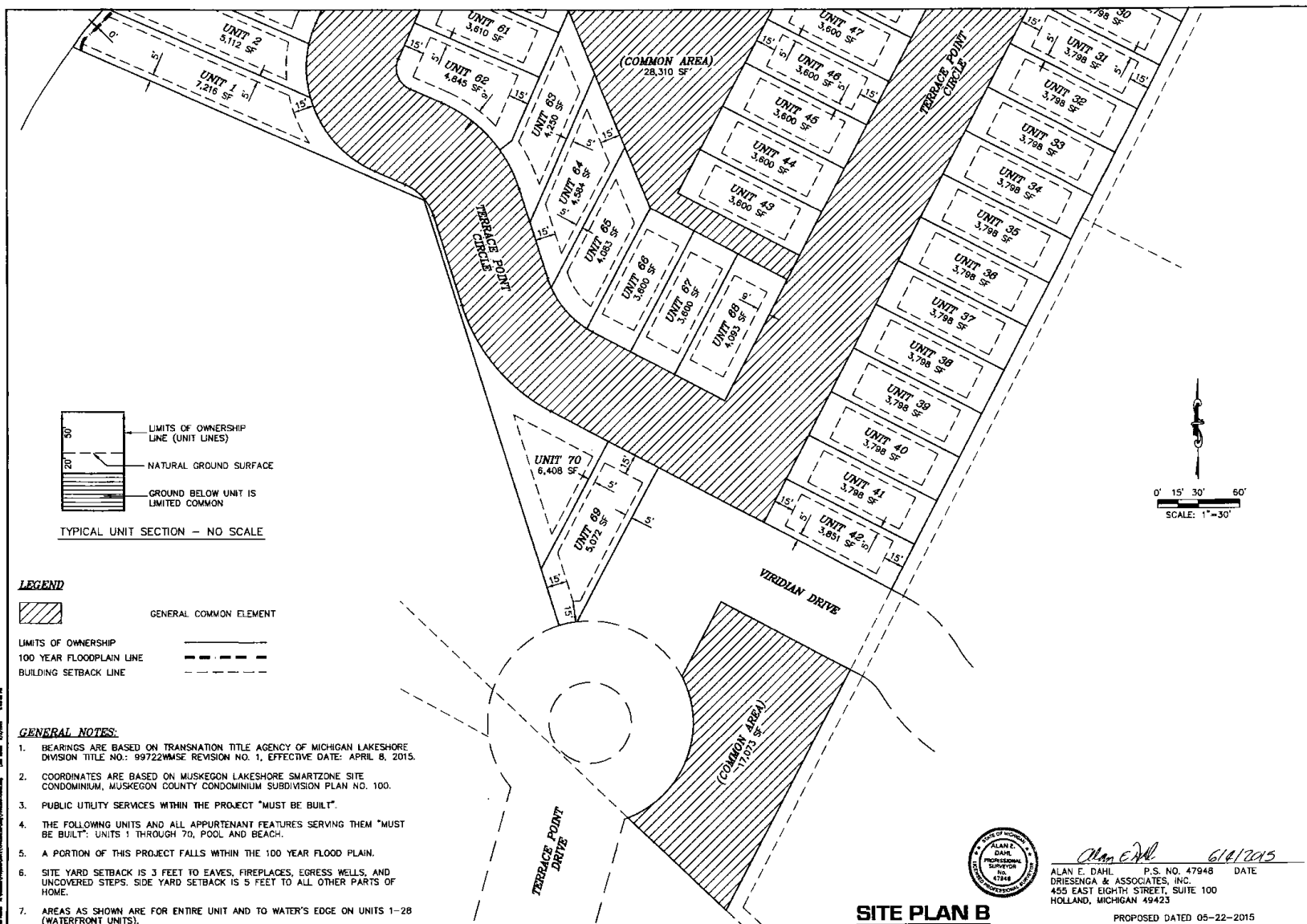
| REVIEWS |  |
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**TERRACE POINT LANDING SITE CONDOMINIUM CO.**  
SEC. 19, TION, HIGH CITY OF MUSKOGEE, MUSKOGEE CO.  
TERRACE POINT LANDING, LLC  
76 W. WALTON AVE., SUITE A  
MUSKOGEE, MICHIGAN 49440

|             |     |
|-------------|-----|
| Designed By |     |
| Drawn By    |     |
| Checked By  | GLK |
| Date        |     |
| Plot        |     |
| 1" = 30'    |     |
| Scale       |     |
| 05-22-2015  |     |
| Date        |     |
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| Job No.     |     |
| Sheet No.   |     |
| 6 of 12     |     |

MARK F. FAIRCHILD Liber: 4057 Page: 3  
REGISTER OF DEEDS PAGE: 82 of 91  
County Michigan 06/05/2015 03:41 PM  
Huskegen 5522861  
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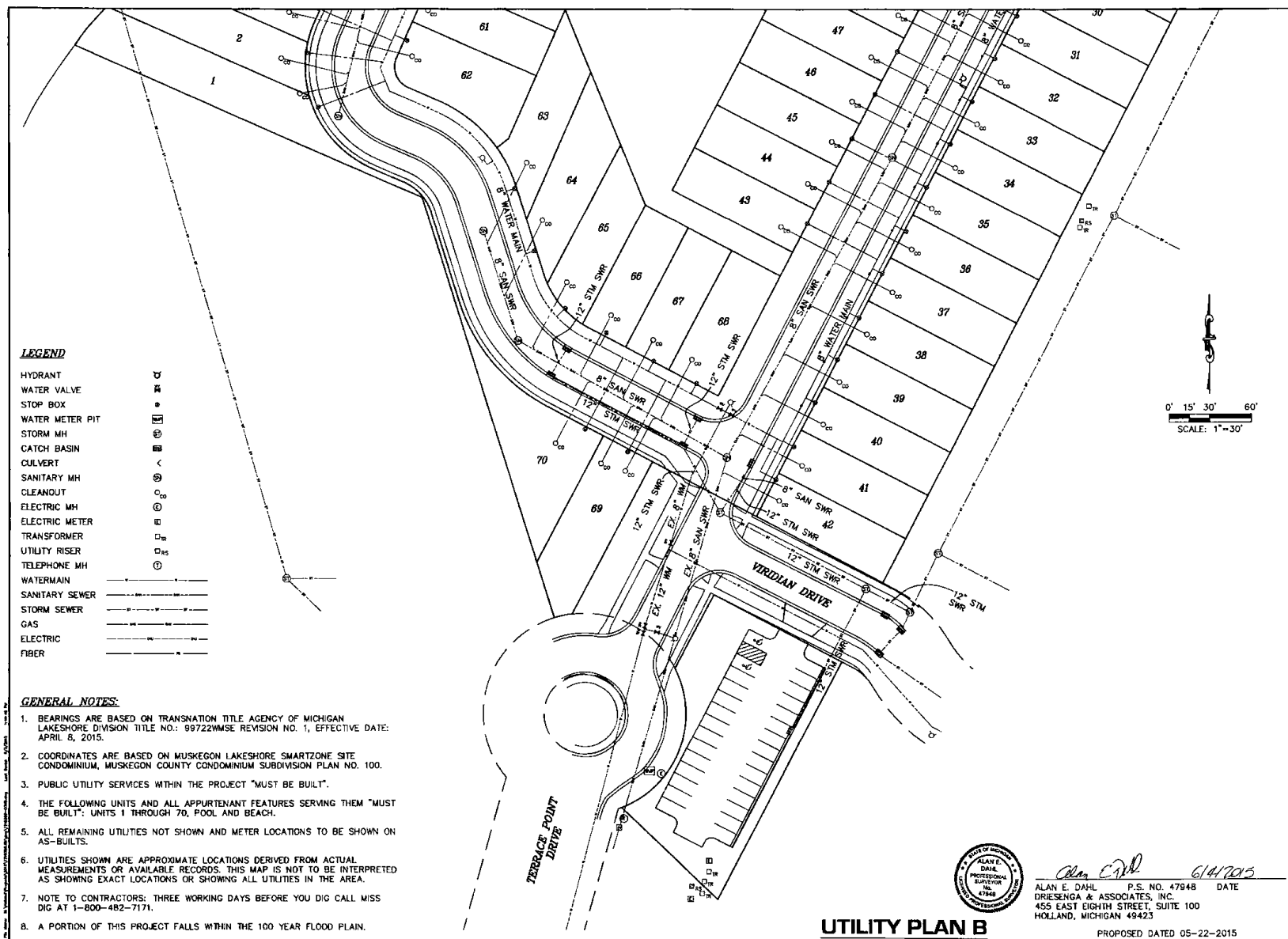
**LANDING SITE CONDOMINIUM**  
CITY OF MUSKOGEE, MUSKOGEE CO.  
THE POINT LANDING, LLC  
WALTON AVE., SUITE A  
GON, MICHIGAN 49440

**TERRACE POINT**  
**SEC. 19, T10N, R16W**  
**TERRACE**  
**75 W.**  
**MUSKEGON**

Designed By: \_\_\_\_\_  
 Drawn By: \_\_\_\_\_  
 GJK  
 Checked By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Photo: \_\_\_\_\_  
 1" = 30'  
 Scale: \_\_\_\_\_  
 05-22-20  
 Date: \_\_\_\_\_  
 1210390.5  
 Job No.: \_\_\_\_\_  
 Sheet No.: \_\_\_\_\_  
 8 of 1

MARK F. FAIRCHILD Liber: 4057 Page: 3  
REGISTER OF DEEDS  
County Michigan  
Muskegon  
5522861  
D10





NOTE: OHWM ELEVATION=581.5 (IGLD '85)

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

100 YEAR FLOODPLAIN ELEVATION:  
583.3 (IGLD '85) = 584.0 (NGVD '29)

MUSKEGON LAKE

POOL AND BEACH

MUSKEGON LAKE

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

100 YEAR FLOODPLAIN ELEVATION:  
583.3 (IGLD '85) = 584.0 (NGVD '29)

TERRACE POINT CIRCLE

TERRACE POINT CIRCLE

(COMMON AREA)

**GENERAL NOTES:**

1. BEARINGS ARE BASED ON TRANSNATION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSR 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 70, POOL AND BEACH.
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.

**LEGEND**

LIMITS OF OWNERSHIP

100 YEAR FLOODPLAIN LINE

FLOOD PLAIN AREA

0' 15' 30' 60'

SCALE: 1"=30'

ALAN E. DAHL  
PROFESSIONAL ENGINEER  
NO. 47948

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

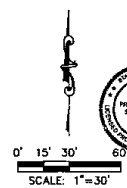
6/4/2015

PROPOSED DATED 05-22-2015

| Case No. | Case Name | Case Description     |
|----------|-----------|----------------------|
| 1        | Case 1    | Case 1 Description   |
| 2        | Case 2    | Case 2 Description   |
| 3        | Case 3    | Case 3 Description   |
| 4        | Case 4    | Case 4 Description   |
| 5        | Case 5    | Case 5 Description   |
| 6        | Case 6    | Case 6 Description   |
| 7        | Case 7    | Case 7 Description   |
| 8        | Case 8    | Case 8 Description   |
| 9        | Case 9    | Case 9 Description   |
| 10       | Case 10   | Case 10 Description  |
| 11       | Case 11   | Case 11 Description  |
| 12       | Case 12   | Case 12 Description  |
| 13       | Case 13   | Case 13 Description  |
| 14       | Case 14   | Case 14 Description  |
| 15       | Case 15   | Case 15 Description  |
| 16       | Case 16   | Case 16 Description  |
| 17       | Case 17   | Case 17 Description  |
| 18       | Case 18   | Case 18 Description  |
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| 28       | Case 28   | Case 28 Description  |
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| 30       | Case 30   | Case 30 Description  |
| 31       | Case 31   | Case 31 Description  |
| 32       | Case 32   | Case 32 Description  |
| 33       | Case 33   | Case 33 Description  |
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| 35       | Case 35   | Case 35 Description  |
| 36       | Case 36   | Case 36 Description  |
| 37       | Case 37   | Case 37 Description  |
| 38       | Case 38   | Case 38 Description  |
| 39       | Case 39   | Case 39 Description  |
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| 41       | Case 41   | Case 41 Description  |
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| 53       | Case 53   | Case 53 Description  |
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| 89       | Case 89   | Case 89 Description  |
| 90       | Case 90   | Case 90 Description  |
| 91       | Case 91   | Case 91 Description  |
| 92       | Case 92   | Case 92 Description  |
| 93       | Case 93   | Case 93 Description  |
| 94       | Case 94   | Case 94 Description  |
| 95       | Case 95   | Case 95 Description  |
| 96       | Case 96   | Case 96 Description  |
| 97       | Case 97   | Case 97 Description  |
| 98       | Case 98   | Case 98 Description  |
| 99       | Case 99   | Case 99 Description  |
| 100      | Case 100  | Case 100 Description |

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMSF REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
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LIMITS OF OWNERSHIP  
100 YEAR FLOODPLAIN LINE  
FLOOD PLAIN AREA



60

ALAN E. DAHL P.S. NO. 47948 DATE 6/4/2015  
DRISENGA & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423  
PROPOSED DATED 05-22-2015

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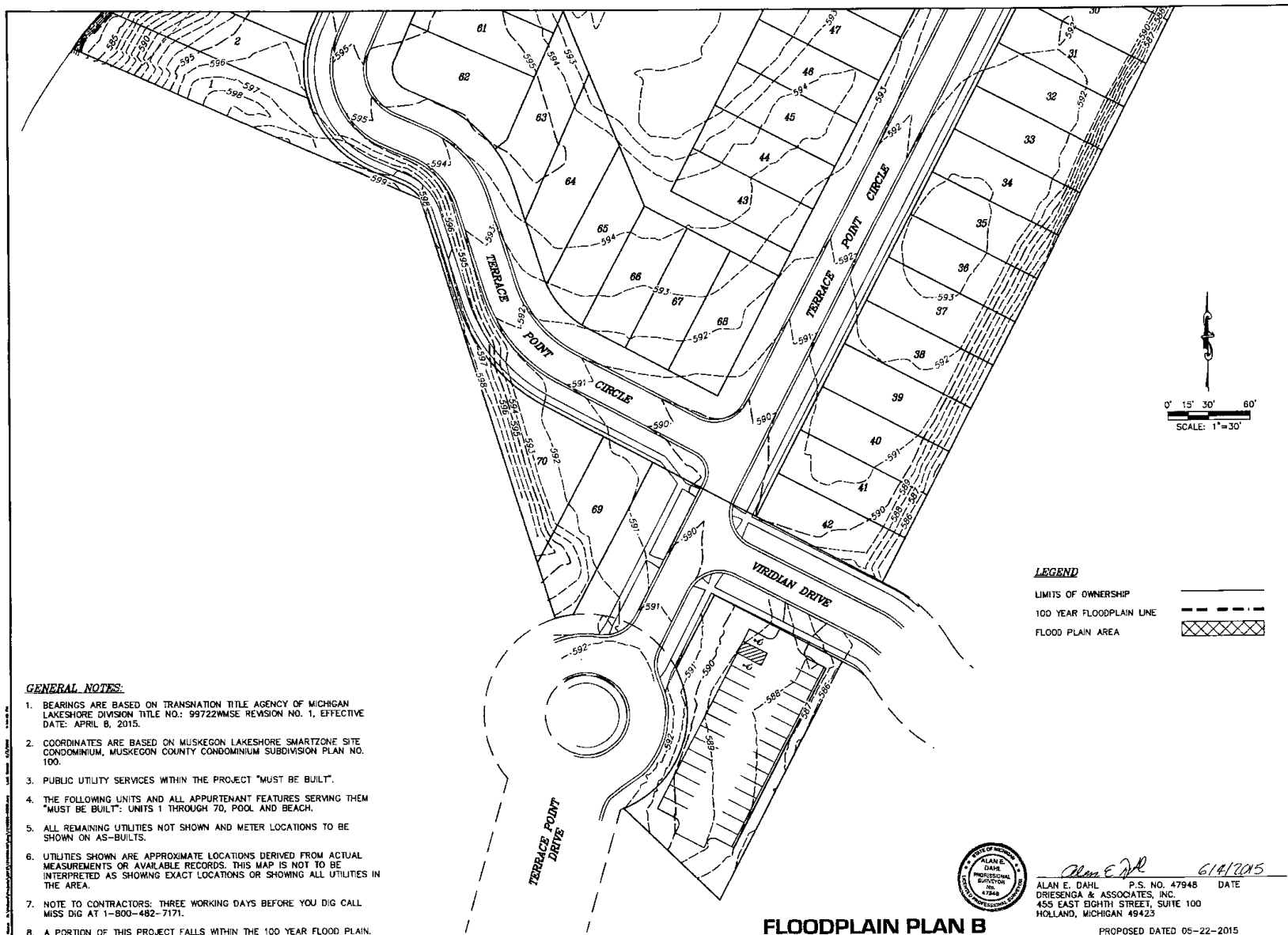
Holland, MI • 616-369-0125  
Grand Rapids, MI • 616-148-3600

Kalamazoo, MI • 269-944-1402  
Detroit, MI • 313-366-0255

[illegible]

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

|                 |       |
|-----------------|-------|
| Designed By:    |       |
| Drawn By:       |       |
| Checked By: GUK |       |
| Date:           | Date: |
| Plot:           |       |
| 1"=30'          |       |
| Scale:          |       |
| 05-22-2015      |       |
| Date:           |       |
| 1210390.SD      |       |
| J&B Inc.        |       |
| Sheet No.:      |       |
| 11 of 12        |       |



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REPLAT NO. 2 OF  
MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 194  
EXHIBIT "B" TO THE MASTER DEED OF:

# TERRACE POINT LANDING SITE 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 SITE CONDOMINIUMS

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 SUBSEQUENT 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 FOR THE POINT OF BEGINNING (P.O.B. "A"); 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, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; 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, SAID POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 24 DEGREES 21 MINUTES 39 SECONDS WEST 25.00 FEET; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51.17 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT TWO CALLS; THENCE SOUTH 85 DEGREES 52 MINUTES 23 SECONDS EAST 237.98 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 10 SECONDS EAST 396.75 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; SAID POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 26 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 136.72 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 1.69± ACRES (73,693± SQ. FT.)

ALSO, RECOMMENCE AT POINT "B"; 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 FOR THE POINT OF BEGINNING (P.O.B., "B"); THENCE SOUTHWESTERLY 83.74 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 00 MINUTES 36 SECONDS WEST 82.36 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 25 SECONDS WEST 70.40 FEET; THENCE SOUTHERLY 35.98 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 13 MINUTES 29 SECONDS WEST 35.87 FEET; THENCE SOUTH 05 DEGREES 28 MINUTES 32 SECONDS WEST 47.06 FEET; THENCE SOUTHERLY 21.36 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 14 DEGREES 36 MINUTES 28 SECONDS WEST 21.27 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 24 SECONDS WEST 45.23 FEET; THENCE SOUTHEASTERLY 130.38 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 21 DEGREES 15 MINUTES 36 SECONDS EAST 117.38 FEET; THENCE SOUTH 66 DEGREES 15 MINUTES 36 SECONDS EAST 24.46 FEET; THENCE SOUTHEASTERLY 18.25 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 07 MINUTES 54 SECONDS EAST 18.06 FEET; THENCE SOUTH 47 DEGREES 19 MINUTES 10 SECONDS WEST 0.67 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 230.94 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKOGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 49 FEET MORE OR LESS TO THE SHORE OF MUSKOGON LAKE; RECOMMENCE AT POINT "E". THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT THREE CALLS; THENCE NORTH 41 DEGREES 44 MINUTES 46 SECONDS EAST 113.57 FEET; THENCE NORTH 15 DEGREES 21 MINUTES 19 SECONDS EAST 181.94 FEET; THENCE NORTH 31 DEGREES 43 MINUTES 46 SECONDS EAST 110.75 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKOGON LAKE; RECOMMENCE AT POINT "F"; THENCE SOUTH 66 DEGREES 15 MINUTES 36 SECONDS EAST 54.99 FEET; THENCE SOUTH 32 DEGREES 57 MINUTES 13 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING, INCLUDING ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF MUSKOGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 1.10± ACRES (47,886± SQ. FT.)

ALSO, RECOMMENCE AT POINT "A"; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 69.33 FEET FOR THE POINT OF BEGINNING (P.O.B. "C");  
 THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET; THENCE SOUTH 77 DEGREES 50 MINUTES 05 SECONDS WEST 69.69 FEET;  
 THENCE SOUTH 08 DEGREES 33 MINUTES 52 SECONDS WEST 93.58 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 24 SECONDS WEST 104.68 FEET;  
 THENCE SOUTH 52 DEGREES 06 MINUTES 35 SECONDS WEST 11.16 FEET; THENCE NORTHWESTERLY 55.94 FEET ALONG THE ARC OF A 103.00 FOOT  
 RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 50 DEGREES 42 MINUTES 02 SECONDS WEST 55.26 FEET; THENCE NORTH 66 DEGREES  
 15 MINUTES 36 SECONDS WEST 24.46 FEET; THENCE NORTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD  
 OF WHICH BEARS NORTH 21 DEGREES 15 MINUTES 36 SECONDS WEST 24.04 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 45.23  
 FEET; THENCE NORTHERLY 42.40 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 14  
 DEGREES 36 MINUTES 28 SECONDS EAST 42.22 FEET; THENCE NORTH 05 DEGREES 28 MINUTES 32 SECONDS EAST 47.06 FEET; THENCE NORTHERLY 18.12  
 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 13 DEGREES 13 MINUTES 29 SECONDS EAST  
 18.07 FEET; THENCE NORTH 20 DEGREES 58 MINUTES 25 SECONDS EAST 70.40 FEET; THENCE NORTHEASTERLY 90.83 FEET ALONG THE ARC OF A 67.00  
 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 59 DEGREES 48 MINUTES 39 SECONDS EAST 84.03 FEET; THENCE SOUTH 81  
 DEGREES 21 MINUTES 07 SECONDS EAST 86.46 FEET TO THE POINT OF BEGINNING. CONTAINS 0.84± ACRES (63,432± SQ. FT.)

REPLAT NOTE:  
AS LISTED BELOW, SHEETS WITH ASTERISK (\*) ARE AMENDED  
OR SUPPLEMENTAL SHEETS DATED AS SHOWN (09-05-2018).  
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
- \* 6. SITE PLAN
- \* 7. UTILITY PLAN
- \* 8. FLOODPLAIN PLAN

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

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 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

# COVER SHEET A

 **DRIESENKA &  
ASSOCIATES, INC.,**  
Engineering • Surveying • Testing  
[www.driesenga.com](http://www.driesenga.com)

Holland, MI • 616-396-0255  
Grand Rapids, MI • 616-249-3800  
Kalamazoo, MI • 269-544-1455  
Detroit, MI • 734-368-9483

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**TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 19, T10N, R10E CITY OF MUSKOGON, MUSKOGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKOGON, MICHIGAN 49440**

Designed By:

Drawn By:

Checked By:

Plot:

1

1

12

Sheet No.:

**1**

111

100

100

| Filer Name | Nr | \National\Projects\2017\1210386Lm | Pagiet 2 TPL SIFs | Candidate Lm \dmg\1210386- | TPL SITE CODE | REPLAY PLAYS | Last Service | 9/5/2018 | 11:58:07 AM |
|------------|----|-----------------------------------|-------------------|----------------------------|---------------|--------------|--------------|----------|-------------|
|------------|----|-----------------------------------|-------------------|----------------------------|---------------|--------------|--------------|----------|-------------|

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 COMMENCEMENT 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

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

[illegible]

AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

 **DRIESENKA &  
ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
[www.driesenga.com](http://www.driesenga.com)

Holland, MI — 616-398-0255  
Grand Rapids, MI — 616-249-3800  
Kalamazoo, MI — 269-544-1455  
Detroit, MI — 734-368-9483

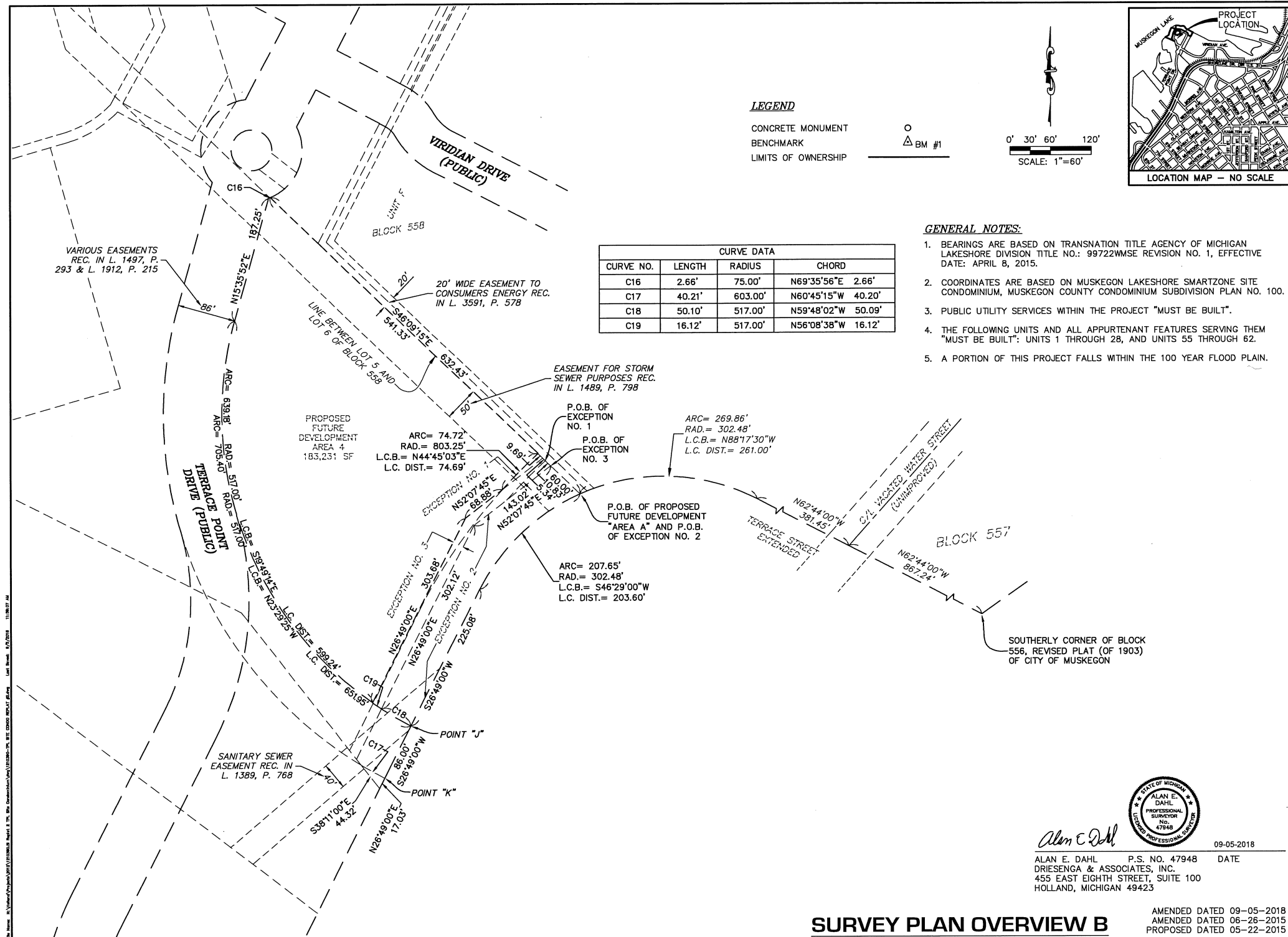
[illegible]

**TERRACE POINT LANDING SITE 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:         |       |
| Scale:        |       |
| 05-22-2015    |       |
| Date:         |       |
| 1210390.51    |       |
| Job No.:      |       |
| Sheet No.:    |       |

2 of 8





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ASSOCIATES, INC.**  
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Kalamazoo, MI • 269-544-1455  
Detroit, MI • 734-366-9483

[illegible]

**TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 18, TION, B16W CITY OF MUSKOGON, MUSKOGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKOGON, MICHIGAN 49440**

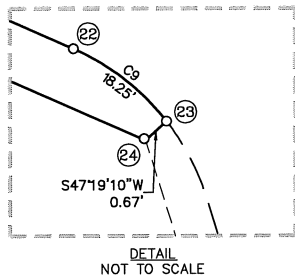
|              |       |
|--------------|-------|
| Designed By: |       |
| Drawn By:    |       |
| GLJK         |       |
| Checked By:  | Date: |
| Plot:        |       |
| 1"=60'       |       |
| Scale:       |       |
| 05-22-2015   |       |
| Date:        |       |
| 1210390.51   |       |
| Job No.:     |       |
| Sheet No.:   |       |
| 4 of 8       |       |

| LINE DATA |             |        |
|-----------|-------------|--------|
| LINE NO.  | DIRECTION   | LENGTH |
| L1        | N74°03'22"W | 10.00' |
| L2        | N24°21'39"W | 25.00' |
| L3        | S32°57'13"E | 25.00' |
| L4        | N10°25'27"W | 20.24' |
| L5        | N23°13'35"E | 25.00' |
| L6        | N56°00'46"E | 10.00' |
| L7        | N71°28'11"E | 32.79' |
| L8        | N81°24'58"E | 9.72'  |
| L9        | S85°41'29"E | 10.00' |

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

MUSKEGON LAKE

POINT "E"



SEE DETAIL

| BOUNDARY COORDINATES |          |         |
|----------------------|----------|---------|
| POINT                | NORTHING | EASTING |
| 2                    | 5460.619 | 843.318 |
| 3                    | 5505.470 | 756.910 |
| 4                    | 5508.217 | 747.295 |
| 5                    | 5604.684 | 705.726 |
| 6                    | 5695.277 | 531.191 |
| 7                    | 5708.720 | 489.917 |
| 8                    | 5722.715 | 397.897 |
| 9                    | 5712.386 | 323.039 |
| 10                   | 5735.160 | 312.727 |

| BOUNDARY COORDINATES |          |         |
|----------------------|----------|---------|
| POINT                | NORTHING | EASTING |
| 11                   | 5785.949 | 318.945 |
| 12                   | 5768.823 | 556.311 |
| 13                   | 5581.965 | 906.304 |
| 14                   | 5702.829 | 305.553 |
| 15                   | 5638.833 | 253.711 |
| 16                   | 5573.097 | 228.512 |
| 17                   | 5538.182 | 220.307 |
| 18                   | 5491.341 | 215.817 |
| 19                   | 5470.761 | 210.453 |
| 20                   | 5429.359 | 192.244 |
| 21                   | 5319.967 | 234.806 |
| 22                   | 5310.118 | 257.200 |
| 23                   | 5299.030 | 271.459 |
| 24                   | 5298.573 | 270.963 |
| 25                   | 5391.567 | 59.575  |
| 26                   | 5476.299 | 135.192 |
| 27                   | 5651.749 | 183.371 |

| BOUNDARY COORDINATES |          |         |
|----------------------|----------|---------|
| POINT                | NORTHING | EASTING |
| 28                   | 5745.946 | 241.615 |
| 29                   | 5723.807 | 291.954 |
| 30                   | 5644.465 | 473.455 |
| 31                   | 5545.437 | 459.543 |
| 32                   | 5530.752 | 391.421 |
| 33                   | 5438.217 | 377.485 |
| 34                   | 5342.391 | 335.340 |
| 35                   | 5335.535 | 326.531 |
| 36                   | 5370.533 | 283.771 |
| 37                   | 5380.382 | 261.377 |
| 38                   | 5402.788 | 252.659 |
| 39                   | 5444.190 | 270.868 |
| 40                   | 5485.043 | 281.515 |
| 41                   | 5531.884 | 286.006 |
| 42                   | 5549.473 | 290.139 |
| 43                   | 5615.209 | 315.338 |
| 44                   | 5657.466 | 387.973 |

| CURVE DATA |         |         |                     |
|------------|---------|---------|---------------------|
| CURVE NO.  | LENGTH  | RADIUS  | CHORD               |
| C1         | 113.73' | 83.00'  | N23°18'44"W 105.04' |
| C2         | 43.60'  | 133.00' | N71°57'36"W 43.41'  |
| C3         | 76.62'  | 133.00' | S82°08'37"W 75.57'  |
| C4         | 19.95'  | 133.00' | S61°20'34"W 19.93'  |
| C5         | 83.74'  | 133.00' | S39°00'36"W 82.36'  |
| C6         | 35.98'  | 133.00' | S13°13'29"W 35.87'  |
| C7         | 21.36'  | 67.00'  | S14°36'28"W 21.27'  |
| C8         | 130.38' | 83.00'  | S21°15'36"E 117.38' |
| C9         | 18.25'  | 37.00'  | S52°07'54"E 18.06'  |
| C10        | 55.94'  | 103.00' | N50°42'02"W 55.26'  |
| C11        | 26.70'  | 17.00'  | N21°15'36"W 24.04'  |
| C12        | 42.40'  | 133.00' | N14°36'28"E 42.22'  |
| C13        | 18.12'  | 67.00'  | N13°13'29"E 18.07'  |
| C14        | 90.83'  | 67.00'  | N59°48'39"E 84.03'  |
| C15        | 19.95'  | 133.00' | S61°20'34"W 19.93'  |

## LEGEND

GENERAL COMMON ELEMENT  
 COORDINATE NUMBER  
 CONCRETE MONUMENT  
 LIMITS OF OWNERSHIP

0' 15' 30' 60'  
 SCALE: 1"=30'

MUSKEGON LAKE

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

INTERMEDIATE TRAVERSE LINE

TERRACE POINT DRIVE (PUBLIC)

## 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 28, AND UNITS 55 THROUGH 62.
- A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.
- AREAS AS SHOWN ARE FOR ENTIRE UNIT AND TO WATER'S EDGE ON UNITS 1 THROUGH 28 (WATERFRONT UNITS), AS SURVEYED MAY 13, 2015.
- THE DIMENSIONS OF UNITS 1 THROUGH 28 (WATERFRONT UNITS) RUN TO THE WATER'S EDGE AND INCLUDE ALL RIPARIAN RIGHTS.



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

AMENDED DATED 09-05-2018  
 AMENDED DATED 06-26-2015  
 PROPOSED DATED 05-22-2015

## SURVEY PLAN



## REVISIONS

1. REVISION 1 - REVISION 1  
 2. REVISION 2 - REVISION 2  
 3. REVISION 3 - REVISION 3  
 4. REVISION 4 - REVISION 4  
 5. REVISION 5 - REVISION 5  
 6. REVISION 6 - REVISION 6  
 7. REVISION 7 - REVISION 7  
 8. REVISION 8 - REVISION 8  
 9. REVISION 9 - REVISION 9  
 10. REVISION 10 - REVISION 10

TERRACE POINT LANDING SITE 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

Designed By:

Drawn By: GLK

Checked By: Date:

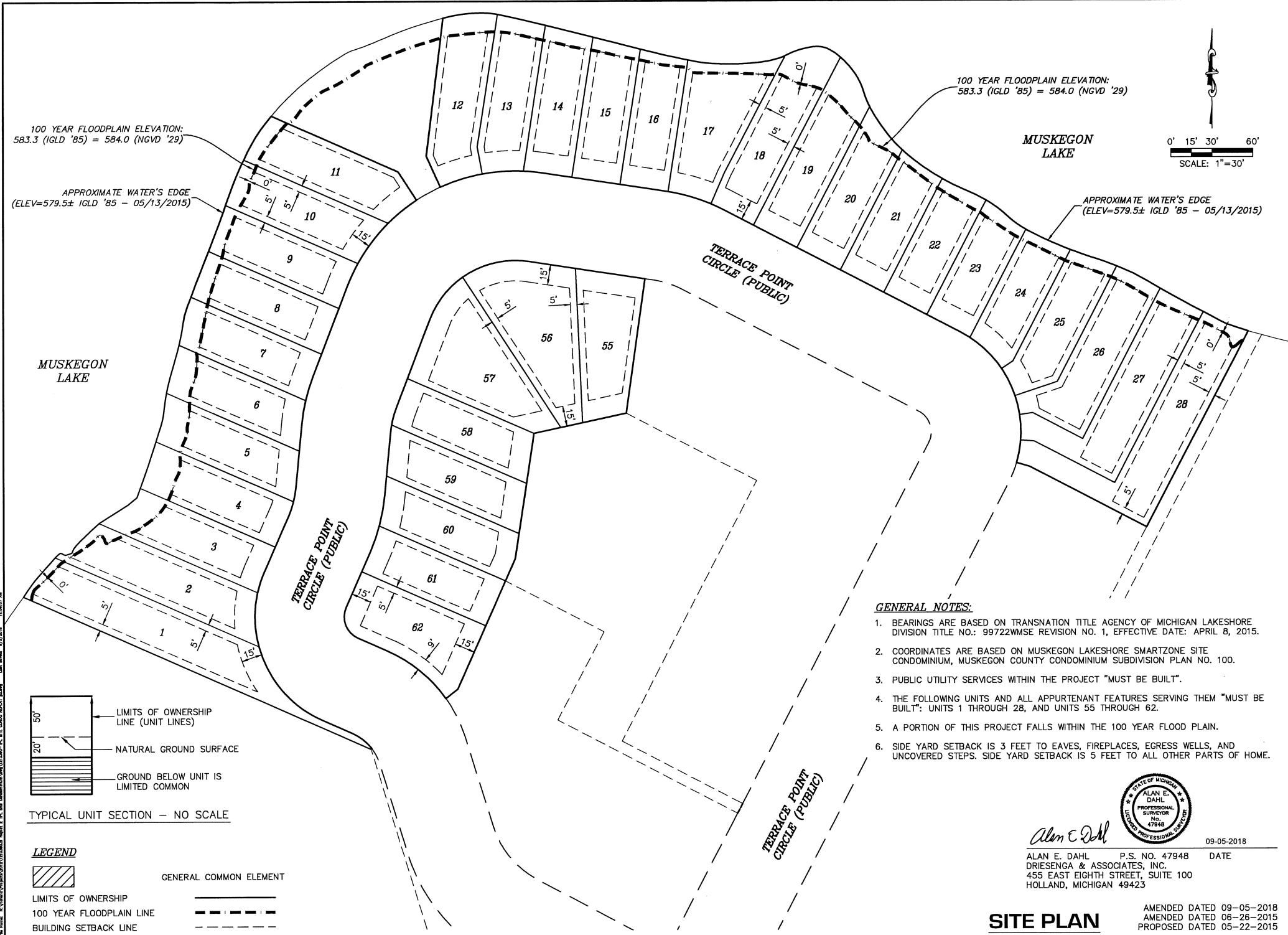
Plot:

1"=30'  
 Scale:  
 05-22-2015  
 Date:  
 1210390.SI  
 Job No:

Sheet No:

5 of 8

DRIESENKA & ASSOCIATES, INC.  
 Engineering • Surveying • Testing  
 Holland, MI 49423  
 Phone: 616-396-0255  
 Fax: 616-396-0255  
 Email: info@driesenga.com  
 Website: www.driesenga.com  
 Michigan License No. 285-544-145  
 Survey License No. 175-205-940



**DRIESENGA & ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
Holland, MI 49423-2025  
Kalamazoo, MI 49001-3800  
Grand Rapids, MI 49503-3800

**REVISIONS**

| NO. | DATE       | DESCRIPTION               |
|-----|------------|---------------------------|
| 1   | 05-22-2015 | REPLACE #1 - RECOVER ROAD |
| 2   | 06-26-2015 | REPLACE #2 - RECOVER LAKE |
| 3   | 09-05-2018 | REPLACE #3 - RECOVER LAKE |
| 4   | 09-05-2018 | REPLACE #4 - RECOVER LAKE |

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

**SITE PLAN**

Designed By: \_\_\_\_\_

Drawn By: GLK

Checked By: \_\_\_\_\_

Plot: \_\_\_\_\_

1"=30'

Scale: \_\_\_\_\_

05-22-2015

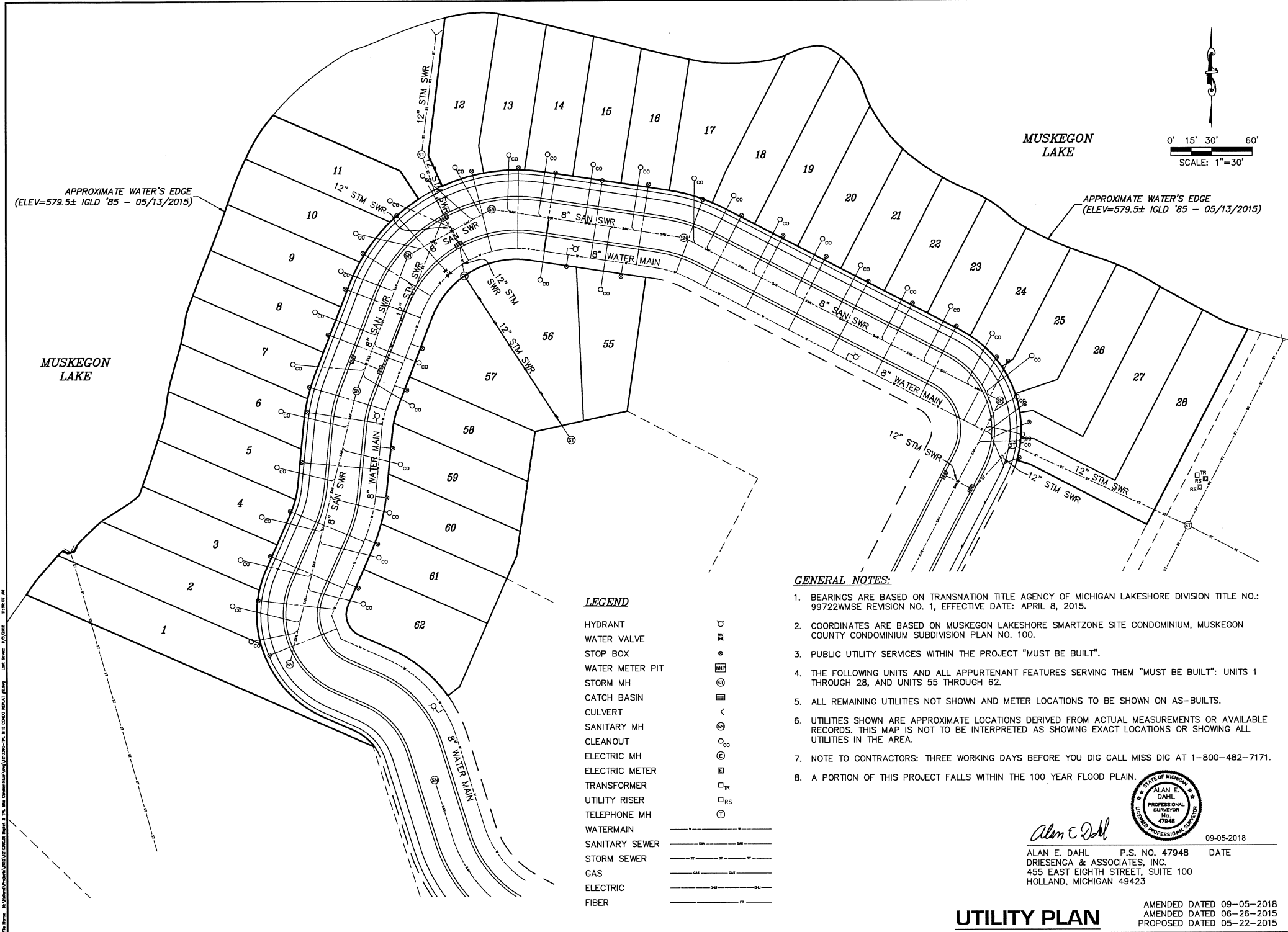
Date: \_\_\_\_\_

1210390.SI

Job No: \_\_\_\_\_

Sheet No: \_\_\_\_\_

6 of 8



Plot Name: D:\Users\perry\Documents\2015\1503030000.dwg, 11/26/2015, 11:28:57 AM, Last Saved: 9/27/2015, 11:28:57 AM

**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 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 28, AND UNITS 55 THROUGH 62.
  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  
09-05-2018  
P.S. NO. 47948  
DRIESEN & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423

**UTILITY PLAN**  
AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

**DRIESEN & ASSOCIATES, INC.**  
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Holland, MI 49423-4405  
Dexter, MI 48826-3800

**REVISIONS**

|    |                            |
|----|----------------------------|
| 1  | REPLACE #1 - RECOVER ROAD  |
| 2  | REPLACE #2 - RECOVER LOTS  |
| 3  | REPLACE #3 - RECOVER LOTS  |
| 4  | REPLACE #4 - RECOVER LOTS  |
| 5  | REPLACE #5 - RECOVER LOTS  |
| 6  | REPLACE #6 - RECOVER LOTS  |
| 7  | REPLACE #7 - RECOVER LOTS  |
| 8  | REPLACE #8 - RECOVER LOTS  |
| 9  | REPLACE #9 - RECOVER LOTS  |
| 10 | REPLACE #10 - RECOVER LOTS |
| 11 | REPLACE #11 - RECOVER LOTS |
| 12 | REPLACE #12 - RECOVER LOTS |
| 13 | REPLACE #13 - RECOVER LOTS |
| 14 | REPLACE #14 - RECOVER LOTS |
| 15 | REPLACE #15 - RECOVER LOTS |
| 16 | REPLACE #16 - RECOVER LOTS |
| 17 | REPLACE #17 - RECOVER LOTS |
| 18 | REPLACE #18 - RECOVER LOTS |
| 19 | REPLACE #19 - RECOVER LOTS |
| 20 | REPLACE #20 - RECOVER LOTS |
| 21 | REPLACE #21 - RECOVER LOTS |
| 22 | REPLACE #22 - RECOVER LOTS |
| 23 | REPLACE #23 - RECOVER LOTS |
| 24 | REPLACE #24 - RECOVER LOTS |
| 25 | REPLACE #25 - RECOVER LOTS |
| 26 | REPLACE #26 - RECOVER LOTS |
| 27 | REPLACE #27 - RECOVER LOTS |
| 28 | REPLACE #28 - RECOVER LOTS |

**TERRACE POINT LANDING SITE CONDOMINIUMS**  
SEC. 19, T10N, R16W 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: \_\_\_\_\_  
05-22-2015  
Date: \_\_\_\_\_  
1210390.SI  
Job No: \_\_\_\_\_  
Sheet No: \_\_\_\_\_

7 of 8

NOTE: OHWM ELEVATION=581.5 (IGLD '85)

100 YEAR FLOODPLAIN ELEVATION:  
583.3 (IGLD '85) = 584.0 (NGVD '29)

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

100 YEAR FLOODPLAIN ELEVATION:  
583.3 (IGLD '85) = 584.0 (NGVD '29)

MUSKEGON  
LAKE

0' 15' 30' 60'  
SCALE: 1"=30'

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

MUSKEGON  
LAKE

TERRACE POINT  
CIRCLE

TERRACE POINT  
CIRCLE

TERRACE POINT  
DRIVE

**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 28, AND UNITS 55 THROUGH 62.
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.

**LEGEND**

LIMITS OF OWNERSHIP  
100 YEAR FLOODPLAIN LINE  
FLOOD PLAIN AREA



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

**FLOODPLAIN PLAN**

AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

**DRIESENGA &  
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Holland, MI 49423-0055  
Kalamazoo, MI 49001-3800  
Grand Rapids, MI 49508-3800

**REVISIONS**

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

**FLOODPLAIN PLAN**

Designed By:  
Drawn By: GLK  
Checked By: Date:  
Plot:  
1"=30'  
Scale:  
05-22-2015  
Date:  
1210390.SI  
Job No.:  
Sheet No:

**8**  
of 8

EXHIBIT C

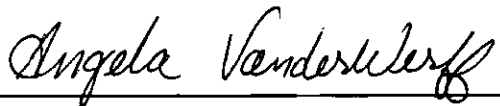
**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF KENT         )

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

1. I am employed by the law firm of CH Law, P.C., and act as secretary to David W. Charron, attorney for the developer of the Terrace Point Landing Site Condominium Project.
2. On March 27, 2013, 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 27 day of March, 2013.

  
\_\_\_\_\_  
David W. Charron, Notary Public  
Acting in and for Kent County, MI  
My commission expires: 5/17/18

Drafted by:  
David W. Charron  
4949 Plainfield, N. E.  
Grand Rapids, MI 49525



## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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

2. Article Number

(Transfer from service label)

7008 1140 0001 1963 6690

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

MARK F. FAIRCHILD Liber: 4057 Page: 3

REGISTER OF DEEDS PAGE: 90 of 91

Muskegon County Michigan 06/05/2015 03:41 PM

D10 5522861



## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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

2. Article Number

(Transfer from service label)

7008 1140 0001 1963 6652

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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. Office of the Drain  
Commission  
141 E. Apple Ave.  
Muskegon, MI 49442-3404

2. Article Number

(Transfer from service label)

7008 1140 0001 1963 6669

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

3/29/13

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

JEREMY HALL

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

MAR 29 2013

POST OFFICE BOX 30026

ANSING, MICHIGAN 48909

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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 Environmental Health,  
Water Bureau  
P.O. Box 30273  
Lansing, MI 48909-8130

2. Article Number

(Transfer from service label)

7008 1140 0001 1963 6645

January 2004

Domestic Return Receipt

102595-02-M-11

MARK F. FAIRCHILD Liber: 4057 Page: 3  
REGISTER OF DEEDS PAGE: 91 of 91  
Muskegon County Michigan 06/05/2015 03:41 PM  
D10 5522861

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Address

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt  
☐ Insured Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent  
☐ Address

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, 1<sup>st</sup> Floor  
Muskegon, MI 49442

2. Article Number

(Transfer from service label)

7008 1140 0001 1963 6683

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent  
☐ Address

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

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 1140 0001 1963 6676

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11



Received & Sealed for Record  
MARK F. FAIRCHILD REGISTER OF DEEDS  
Muskegon County Michigan  
07/09/2015 10:54 AM Liber: 4059 Page: 643

MARK F. FAIRCHILD Liber: 4059 Page: 643  
REGISTER OF DEEDS PAGE: 1 of 16  
Muskegon County Michigan 07/09/2015 10:54 AM  
D11 5525499



**FIRST AMENDMENT TO MASTER DEED OF  
TERRACE POINT LANDING SITE CONDOMINIUM**

(Act 59, Public Acts of 1978)  
as amended

Replat No. 1 to Muskegon County Condominium Subdivision Plan No. 194

- (1) First Amendment to Master Deed of Terrace Point Landing Site Condominium
- (2) Exhibit A to Amended Master Deed: Affidavit of Developer as to Notices required by Section 90(5) of the Act.
- (3) Exhibit B to Amended Master Deed: Replat No. 1 to Muskegon County Condominium Subdivision Plan No. 194.

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

Prepared By:  
AND RETURN TO:  
David W. Charron  
Charron Law Office  
4949 Plainfield Avenue, N.E.  
Grand Rapids, MI 49525  
(616) 363-0300

Muskegon, Mich: July 9 20 15  
"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. SL Charron C. Troas

**FIRST AMENDMENT TO MASTER DEED OF  
TERRACE POINT LANDING SITE CONDOMINIUM**

(Act 59, Public Acts of 1978)  
as amended

THIS FIRST AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING SITE CONDOMINIUM is made this 7<sup>th</sup> day of July, 2015, by Terrace Point Landing, LLC, a Michigan limited liability company, of 75 West Walton Street, Muskegon, MI 49940 (the "Developer").

WHEREAS, TERRACE POINT LANDING SITE CONDOMINIUM is a residential site condominium project (the "Project") created by Master Deed recorded June 5, 2015 as Liber 4057, Page 3, Muskegon County Records, and identified as Muskegon County Condominium Subdivision Plan No. 194; and

WHEREAS, the Developer has reserved the right to amend the Master Deed pursuant to the provisions of Article IX, Section 9.1 of the Master Deed, if there are no co-owners other than the Developer, and as attested by Exhibit A, there are no co-owners other than the Developer; and

WHEREAS, the Developer desires to exercise its reserved rights for the purpose of modifying the condominium subdivision plan for the purpose of reflecting changes requested by the City of Muskegon; and

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

1. **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. 194. The sheets of the amended plan shall replace and supersede the description of the Project contained in the original Condominium Subdivision Plan.

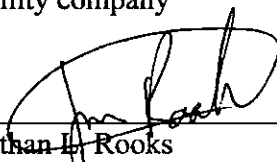
2. **Continuing Effect.** Except as amended herein, the provisions of the Master Deed for Terrace Point Landing Site Condominium, are hereby ratified and confirmed.



IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the Master Deed on this 7<sup>th</sup> day of July, 2015.

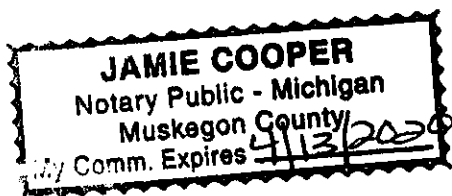
TERRACE POINT LANDING, LLC, a Michigan limited liability company

By: \_\_\_\_\_

  
Jonathan L. Rooks  
Its: Manager

STATE OF MICHIGAN     )  
                                          ) ss  
COUNTY OF MUSKEGON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2015, by Jonathan L. Rooks, Manager, Terrace Point Landing, LLC, a Michigan limited liability company, on behalf of the limited liability company.





\_\_\_\_\_, Notary Public  
Muskegon County, Michigan  
My Commission Expires: \_\_\_\_\_



EXHIBIT A TO MASTER DEED

AFFIDAVIT OF DEVELOPER AS TO NOTICES REQUIRED  
UNDER SECTION 90(5) OF THE MICHIGAN CONDOMINIUM ACT

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF MUSKEGON )

Jonathan L. Rooks, being duly sworn, does hereby depose and state:

1. I have personal knowledge of the facts stated in this Affidavit and, if called as a witness, I could competently testify to the matters contained herein. I make this affidavit as the manager of Terrace Point Landing, LLC, a Michigan limited liability company.

2. Terrace Point Landing, LLC is the developer of Terrace Point Landing Site Condominium (the "Project").

3. There are no co-owners in the Project other than the developer. The developer received notice of the proposed amendment in the manner required under Section 90(5) of the Michigan Condominium Act, P.A. 1978, No. 59, as amended.

FURTHER AFFIANT SAYETH NOT.

TERRACE POINT LANDING, LLC

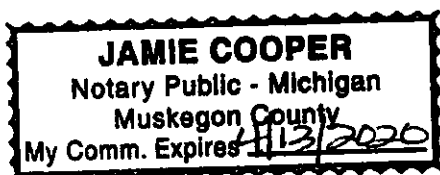
By: \_\_\_\_\_

Jonathan L. Rooks  
Its: Manager

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF MUSKEGON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2015, by Jonathan L. Rooks, Manager, 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: \_\_\_\_\_



REPLAT NO. 1 OF  
MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 194  
EXHIBIT "B" TO THE MASTER DEED OF:

# TERRACE POINT LANDING SITE CONDOMINIUM

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.  
455 EAST 8TH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423

REPLAT NOTE:  
AS LISTED BELOW, SHEETS WITH ASTERISK (\*) ARE AMENDED  
OR SUPPLEMENTAL SHEETS DATED AS SHOWN (06-26-2015).  
THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR  
BE SUPPLEMENT SHEET TO SHEETS PREVIOUSLY SUBMITTED.

## SHEET INDEX

- \* 1. COVER SHEET A1
- \* 2. COVER SHEET A2
- \* 3. SURVEY PLAN OVERVIEW A
- \* 4. SURVEY PLAN OVERVIEW B
- \* 5. SURVEY PLAN A
- \* 6. SURVEY PLAN B
- \* 7. SITE PLAN A
- \* 8. SITE PLAN B
- \* 9. UTILITY PLAN A
- \* 10. UTILITY PLAN B
- \* 11. FLOODPLAIN PLAN A
- \* 12. FLOODPLAIN PLAN B

## DESCRIPTION OF TERRACE POINT SITE CONDOMINIUM

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; 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 LOT 5 AND LOT 6 OF SAID BLOCK 558 (THE LONG CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST 261.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 51 DEGREES 07 MINUTES 00 SECONDS); THENCE NORTH 48 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOT 5 AND LOT 6, A DISTANCE OF 534.25 FEET TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 925.82 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 5 FEET, MORE OR LESS, TO THE SHORE OF MUSKEGON LAKE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE SHORE OF MUSKEGON LAKE 1350 FEET, MORE OR LESS, TO SAID LINE BETWEEN LOT 5 AND LOT 6 OF BLOCK 558; THENCE SOUTH 48 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOT 5 AND LOT 6 A DISTANCE OF 820 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PART THEREOF INCLUDED IN THE FOLLOWING DESCRIBED PARCEL: THAT PART OF BLOCKS 558 AND 563 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS INCLUDING ALL LAND MADE BY LAND-FILL, WHICH HAVE BEEN SUBAQUEOUS LANDS AT THE 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; 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 NORTH LINE OF SAID TERRACE STREET ALONG THE ARC OF A 302.48 FOOT RADIUS CURVE TO THE LEFT DISTANCE OF 477.51 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 72 DEGREES 02 MINUTES 30 SECONDS WEST 429.45 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 90 DEGREES 27 MINUTES 00 SECONDS); THENCE SOUTH 28 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TERRACE STREET 225.07 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT OF BEGINNING FOR EASEMENT; THENCE NORTHERLY ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 705.40 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 23 DEGREES 29 MINUTES 25 SECONDS WEST 651.95 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 78 DEGREES 10 MINUTES 34 SECONDS); THENCE NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST 187.25 FEET; THENCE EASTERLY, NORTHERLY AND WESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 232.88 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 18 DEGREES 20 MINUTES 25 SECONDS WEST 149.98 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 177 DEGREES 54 MINUTES 42 SECONDS) TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 105.61 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 32 DEGREES 21 MINUTES 55 SECONDS WEST 97.10 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 80 DEGREES 40 MINUTES 47 SECONDS); THENCE NORTH 61 DEGREES 06 MINUTES 15 SECONDS WEST 138.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 172.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 89.58 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 68 DEGREES 58 MINUTES 45 SECONDS WEST 88.55 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 28 DEGREES 50 MINUTES 00 SECONDS); THENCE SOUTH 73 DEGREES 53 MINUTES 45 SECONDS WEST 127.91 FEET; THENCE NORTH 16 DEGREES 06 MINUTES 15 SECONDS WEST 75.00 FEET; THENCE SOUTH 73 DEGREES 53 MINUTES 45 SECONDS WEST 110.00 FEET; THENCE NORTH 16 DEGREES 06 MINUTES 15 SECONDS WEST 250 FEET, MORE OR LESS, TO THE WATER'S EDGE OF MUSKEGON LAKE TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE RECOMMENCE AT POINT OF BEGINNING; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 68 DEGREES 15 MINUTES 15 SECONDS WEST 275 FEET, MORE OR LESS, TO THE WATER'S EDGE OF MUSKEGON LAKE; THENCE SOUTHWESTERLY ALONG SAID WATER'S EDGE OF MUSKEGON LAKE 350 FEET, MORE OR LESS, TO THE ABOVE MENTIONED "POINT A".

AND FURTHER EXCEPTING: THIS PARCEL IS LOCATED IN THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS: PART OF BLOCK 558 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE WESTERNMOST CORNER OF MUSKEGON LAKESHORE SMARTZONE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION NO. 100, AS AMENDED; THENCE NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 186.94 FEET ALONG THE WESTERLY LINE OF SAID CONDOMINIUM TO THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 106.63 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 61.66 FEET TO THE NORTHERLY LINE OF TERRACE POINT DRIVE; THENCE NORTHWESTERLY ALONG SAID LINE 91.59 FEET ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 86.00 FEET; THENCE NORTH 27 DEGREES 54 MINUTES 45 SECONDS EAST 127.66 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 15 SECONDS EAST 192.07 FEET TO THE WESTERLY LINE OF THE AFORESAID CONDOMINIUM; THENCE SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 66.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

## ABOVE OVERALL PARCEL IS MORE PARTICULARLY DESCRIBED AS:

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 48 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 48 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.)

ALSO

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 48 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; THENCE NORTH 62 DEGREES 05 MINUTES 15 SECONDS WEST 192.07 FEET; THENCE SOUTH 27 DEGREES 54 MINUTES 45 SECONDS WEST 127.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTHWESTERLY 13.48 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 78 DEGREES 09 MINUTES 00 SECONDS WEST 13.44 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 326.55 FEET; THENCE NORTH 68 DEGREES 15 MINUTES 15 SECONDS WEST 230.94 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 68 DEGREES 15 MINUTES 15 SECONDS WEST 49 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT SIX CALLS, NORTH 41 DEGREES 44 MINUTES 46 SECONDS EAST 113.57 FEET; THENCE NORTH 15 DEGREES 21 MINUTES 19 SECONDS EAST 181.94 FEET; THENCE NORTH 31 DEGREES 43 MINUTES 46 SECONDS EAST 110.75 FEET; THENCE NORTH 62 DEGREES 38 MINUTES 50 SECONDS EAST 87.06 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 23 SECONDS EAST 237.98 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 10 SECONDS EAST 398.75 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; SAID POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 641.67 FEET TO THE POINT OF BEGINNING, INCLUDING ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF MUSKEGON LAKE, AS IT MAY OCCUR FROM DAY TO DAY. CONTAINS 10.06± ACRES (437,562± SQ. FT.)

Parcel #61-24-205-558-0001-00

COVER SHEET A1



Alan E. Dahl  
ALAN E. DAHL P.S. NO. 47948 DATE  
DRIESEN & ASSOCIATES, INC.  
455 EAST 8TH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423

AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015



| REVISIONS |                |
|-----------|----------------|
| 1         | COVER SHEET A1 |

TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 19, TION RIAN CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440  
COVER SHEET A1

|            |                  |
|------------|------------------|
| Drawn By   | CHK              |
| Checked By | DATE             |
| DATE       | 05-22-2015       |
| SCALE      | 1"=120' (390.00) |
| Sheet No.  | 1                |
| of 12      |                  |

MARK F. FAIRCHILD Liber: 4059 Page: 643  
REGISTER OF DEEDS PAGE: 5 of 16  
Muskegon County Michigan 07/09/2015 10:54 AM  
D11 5325499

DESCRIPTION OF THE PROPOSED FUTURE DEVELOPMENT OF TERRACE POINT LANDING SITE CONDOMINIUM

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 THE 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 48 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 3016, 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 8 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 A"; 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 B"; 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 B"; 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 A"; 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 60.10 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 8 OF BLOCK 558; THENCE SOUTH 48 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 8 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 48 DEGREES 09 MINUTES 15 SECONDS WEST ALONG SAID LINE BETWEEN LOTS 5 AND 8, 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 SECONDS 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 18 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 48 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID LINE BETWEEN LOTS 5 AND 8, 16.17 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS: THAT PART OF LOTS 9 AND 10 OF BLOCK 563 AND PART OF BLOCK 558 OF THE REVISED PLAT OF 1903, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK 563, BEING THE CORNER OF MORRIS AVENUE AND THIRD STREET; THENCE NORTH 41 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THIRD STREET, EXTENDED, 515.64 FEET TO THE NORTHWESTERLY LINE OF SHORELINE DRIVE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE ON THE ARC OF A 3179.42 FOOT RADIUS CURVE TO THE RIGHT 21.46 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 00 DEGREES 23 MINUTES 12 SECONDS AND THE LONG CHORD BEARS NORTH 26 DEGREES 55 MINUTES 45 SECONDS EAST 21.46 FEET) TO THE NORTHEASTERLY LINE OF TERRACE POINT DRIVE (RELOCATED) FOR POINT OF BEGINNING; THENCE NORTH 41 DEGREES 27 MINUTES 00 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 56.16 FEET; THENCE NORTHERLY ALONG THE ARC OF A 307.38 FOOT RADIUS CURVE TO THE RIGHT 370.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 69 DEGREES 05 MINUTES 19 SECONDS AND THE LONG CHORD BEARS NORTH 06 DEGREES 54 MINUTES 20 SECONDS WEST 348.60 FEET); THENCE NORTH 27 DEGREES 38 MINUTES 19 SECONDS EAST, PARALLEL WITH AND 250.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, TO THE NORTHWESTERLY LINE OF SAID SHORELINE DRIVE, 314.30 FEET; THENCE NORTHERLY ALONG THE ARC OF A 443.00 FOOT CURVE TO THE LEFT 334.92 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 43 DEGREES 19 MINUTES 03 SECONDS AND THE LONG CHORD BEARS NORTH 05 DEGREES 58 MINUTES 47 SECONDS EAST 327.00 FEET) TO A POINT TANGENT TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF TERRACE POINT DRIVE AS DEDICATED IN LIBER 1557, PAGE 426 (EXHIBIT "A"); THENCE NORTHERLY ALONG THE ARC OF A 517.00 FOOT RADIUS CURVE TO THE RIGHT 289.64 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 32 DEGREES 05 MINUTES 55 SECONDS AND THE LONG CHORD BEARS NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST 285.86 FEET); THENCE NORTH 16 DEGREES 25 MINUTES 11 SECONDS EAST (RECORDED AS NORTH 15 DEGREES 35 MINUTES 52 SECONDS EAST) 187.25 FEET TO A POINT OF CURVATURE OF A TRAFFIC CIRCLE FOR SAID TERRACE POINT DRIVE; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG SAID TRAFFIC CIRCLE ON THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 379.65 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 290 DEGREES 02 MINUTES 02 SECONDS AND THE LONG CHORD BEARS NORTH 73 DEGREES 34 MINUTES 49 SECONDS WEST 88.00 FEET); THENCE SOUTH 16 DEGREES 25 MINUTES 11 SECONDS WEST (RECORDED AS SOUTH 15 DEGREES 35 MINUTES 52 SECONDS WEST) 187.25 FEET; THENCE SOUTHERLY ALONG THE ARC OF 603.00 FOOT RADIUS CURVE TO THE LEFT 337.82 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 32 DEGREES 05 MINUTES 55 SECONDS AND THE LONG CHORD BEARS SOUTH 00 DEGREES 22 MINUTES 13 SECONDS WEST 333.42 FEET) TO A POINT TANGENT TO THE WESTERLY RIGHT OF WAY LINE OF THE RELOCATED PORTION OF TERRACE POINT DRIVE; THENCE SOUTHERLY ALONG THE ARC OF A 357.00 FOOT RADIUS CURVE TO THE RIGHT 269.90 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 43 DEGREES 19 MINUTES 03 SECONDS AND THE LONG CHORD BEARS SOUTH 05 DEGREES 58 MINUTES 47 SECONDS WEST 263.52 FEET); THENCE SOUTH 27 DEGREES 38 MINUTES 19 SECONDS WEST 314.30 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 393.38 FOOT RADIUS CURVE TO THE LEFT 474.35 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 69 DEGREES 05 MINUTES 19 SECONDS AND THE LONG CHORD BEARS SOUTH 06 DEGREES 54 MINUTES 20 SECONDS EAST 446.13 FEET) TO THE SOUTHWESTERLY LINE OF SAID LOT 9, BLOCK 563; THENCE SOUTH 41 DEGREES 27 MINUTES 00 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 91.37 FEET TO THE NORTHWESTERLY LINE OF SAID SHORELINE DRIVE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE ON THE ARC OF 3179.42 FOOT RADIUS CURVE TO THE RIGHT 92.93 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 01 DEGREE 40 MINUTES 29 SECONDS AND THE LONG CHORD BEARS NORTH 26 DEGREES 17 MINUTES 02.5 SECONDS WEST 92.93 FEET) TO POINT OF BEGINNING. EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: RECOMMENCE AT THE ABOVE POINT OF CURVATURE OF A TRAFFIC CIRCLE; THENCE NORTHEASTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS OF THE LEFT, A DISTANCE 29.59 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 22 DEGREES 36 MINUTES 16 SECONDS AND THE LONG CHORD BEARS NORTH 60 DEGREES 08 MINUTES 04 SECONDS EAST 29.40 FEET); THENCE NORTH 54 DEGREES 20 MINUTES 55 SECONDS WEST (RECORDED AS NORTH 53 DEGREES 31 MINUTES 36 SECONDS WEST) 47.50 FEET TO POINT OF BEGINNING OF THIS EXCEPTION; THENCE AROUND A COMPLETE CIRCLE WITH A RADIUS OF 30.00 FEET AND A CIRCUMFERENCE DISTANCE OF 188.50 FEET (THE RADIUS POINT OF SAID CURVE IS NORTH 24 DEGREES 20 MINUTES EAST 30.00 FEET FROM SAID POINT OF BEGINNING). TOGETHER WITH AN EASEMENT FOR UNDERGROUND UTILITY LINES ACROSS SAID TERRACE POINT DRIVE, DESCRIBED AS FOLLOWS: RECOMMENCE AT THE ABOVE DESCRIBED POINT OF BEGINNING OF THIS EXCEPTION FOR POINT OF BEGINNING OF EASEMENT; THENCE NORTHEASTERLY ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 31.42 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 60 DEGREES 00 MINUTES 00 SECONDS AND THE LONG CHORD BEARS NORTH 37 DEGREES 17 MINUTES 43 SECONDS EAST 30.00 FEET); THENCE SOUTH 52 DEGREES 42 MINUTES 17 SECONDS EAST (RECORDED AS SOUTH 53 DEGREES 31 MINUTES 36 SECONDS EAST) 47.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 30.20 FEET (THE CENTRAL ANGLE OF SAID CURVE IS 23 DEGREES 04 MINUTES 28 SECONDS AND THE LONG CHORD BEARS SOUTH 37 DEGREES 17 MINUTES 43 SECONDS WEST 30.00 FEET); THENCE NORTH 52 DEGREES 42 MINUTES 17 SECONDS WEST (RECORDED AS NORTH 53 DEGREES 31 MINUTES 36 SECONDS WEST) 47.50 FEET TO POINT OF BEGINNING.

COVER SHEET A2



Alan E. Dahl  
P.S. No. 47948  
DATE 7/02/2015  
DRIESEN & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

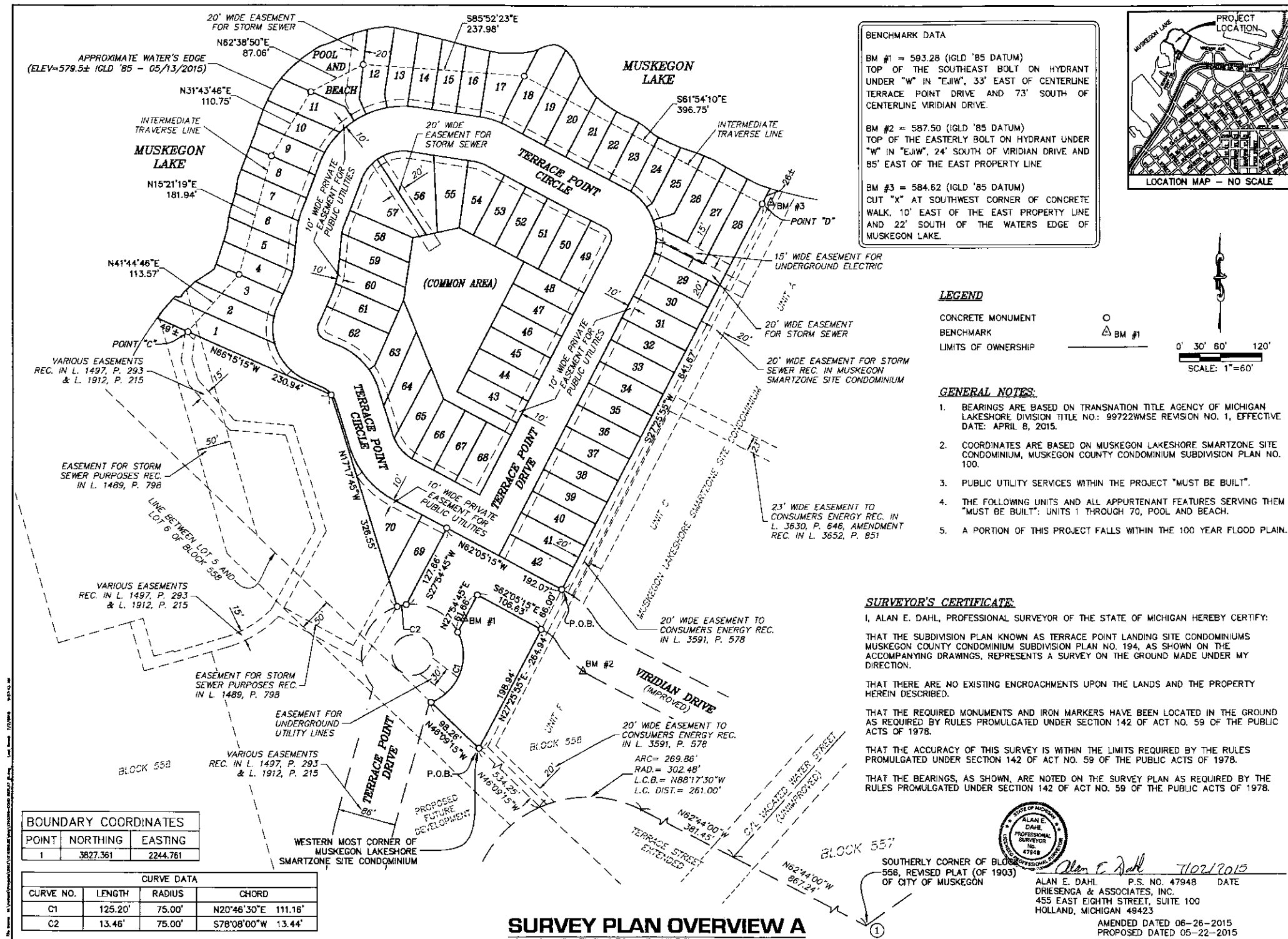
**DRIESEN & ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
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Holland, MI - 616-395-0225  
Grand Rapids, MI - 616-395-3000  
Farmington, MI - 935-544-1653  
Detroit, MI - 313-381-0025

| REVISIONS |                         |
|-----------|-------------------------|
| 1         | ADD LOT 10 TO BLOCK 563 |

TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 19, T10N, R4E, CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
715 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440  
COVER SHEET A2

|            |       |
|------------|-------|
| Drawn By   | CHK   |
| Checked By | FILE  |
| Plotted    |       |
| 05-22-2015 |       |
| 1210390.50 |       |
| 2          | of 12 |

MARK F. FAIRCHILD Liber: 4059 Page: 643  
REGISTER OF DEEDS PAGE: 6 of 16  
County Michigan 07/09/2015 10:54 AM  
Muskegon 5525498  
D11



**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

**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 70, POOL AND BEACH.
5. 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 SITE CONDOMINIUMS MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 194, 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 DATE 05-22-2015  
DRIESENGA & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

| BOUNDARY COORDINATES |          |          |
|----------------------|----------|----------|
| POINT                | NORTHING | EASTING  |
| 1                    | 3827.361 | 2244.761 |

| CURVE DATA |         |        |                     |
|------------|---------|--------|---------------------|
| CURVE NO.  | LENGTH  | RADIUS | CHORD               |
| C1         | 125.20' | 75.00' | N20°46'30"E 111.16' |
| C2         | 13.46'  | 75.00' | S78°08'00"W 13.44'  |

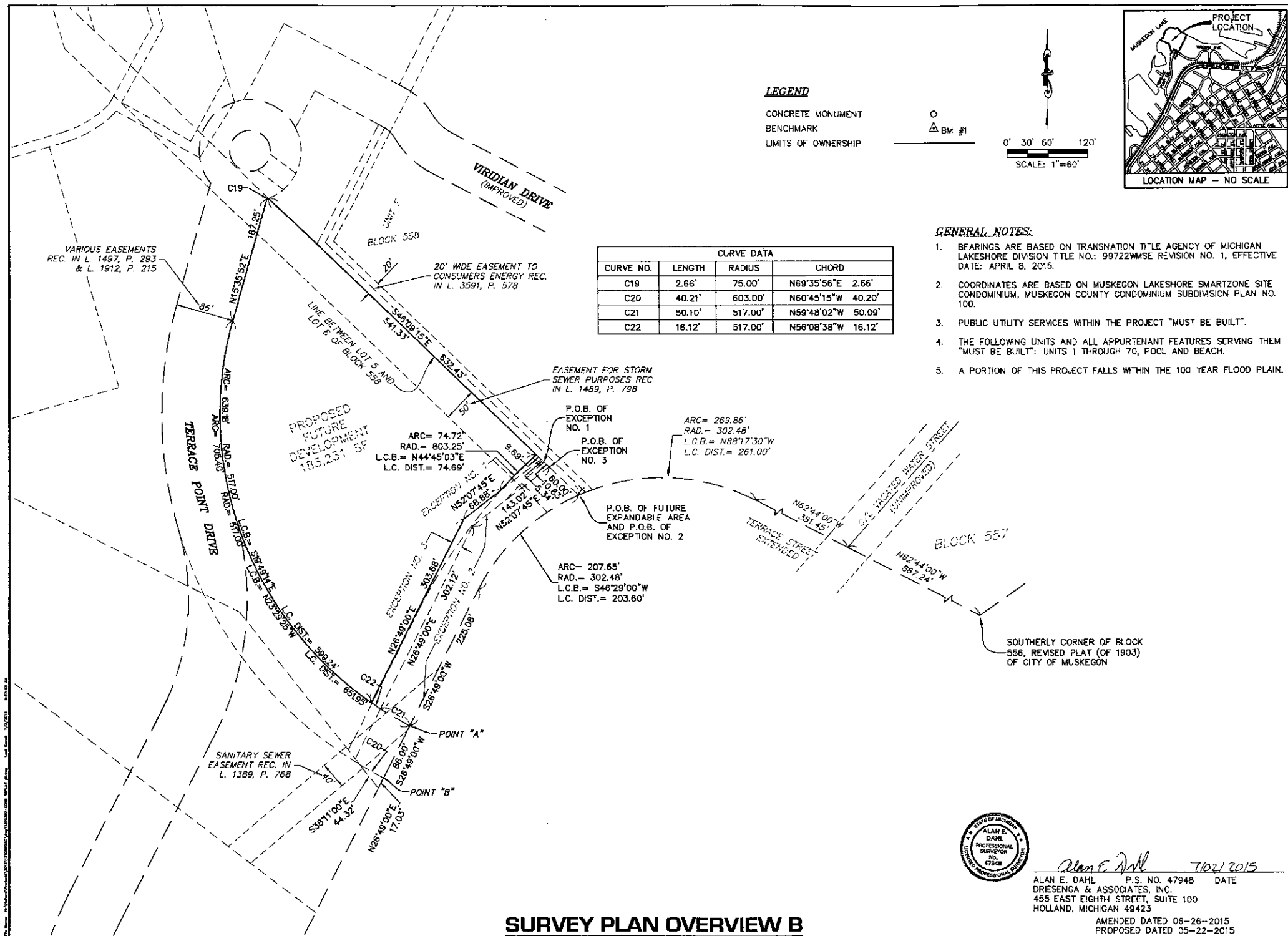
**SURVEY PLAN OVERVIEW A**

**DRIESENGA & ASSOCIATES, INC.**  
Engineering - Surveying - Testing  
Holland, MI - 616-297-0225  
Grand Rapids, MI - 616-297-3000  
Fax - 616-297-1405  
www.driesenga.com

**TERRACE POINT LANDING SITE CONDOMINIUM**  
SEC. 19, T10N, R17E, CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

**SURVEY PLAN OVERVIEW A**

Original By: \_\_\_\_\_  
Drawn By: CLK  
Checked By: \_\_\_\_\_  
Date: 05-22-2015  
Scale: 1"=60'  
Sheet No.: 1210390.SD  
3 of 12



**DRIESEN & ASSOCIATES, INC.**  
 Engineering - Surveying - Testing  
 455 EAST EIGHTH STREET, SUITE 100  
 HOLLAND, MICHIGAN 49423  
 Phone: 616-298-2035  
 Fax: 616-298-2035  
 Email: info@driesen.com

**REVISIONS**

| NO. | DATE       | DESCRIPTION    |
|-----|------------|----------------|
| 1   | 05-22-2015 | PROPOSED DATED |

**TERRACE POINT LANDING SITE CONDOMINIUM**  
 SEC. 19, T10N, R16W CITY OF MUSKOGON, MUSKOGON CO.  
 TERRACE POINT LANDING, LLC  
 75 W. WALTON AVE., SUITE A  
 MUSKOGON, MICHIGAN 49440

**SURVEY PLAN OVERVIEW B**

Drawn By: *Alan E. Dahl*  
 Checked By: *Alan E. Dahl*  
 Date: 05-22-2015  
 Scale: 1"=60'  
 Sheet No.: 4 of 12

# LEGEND

COORDINATE NUMBER  
CONCRETE MONUMENT  
LIMITS OF OWNERSHIP

①  
○

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

MUSKEGON LAKE  
INTERMEDIATE TRAVERSE LINE  
N15°21'19"E  
181.94'

N41°44'46"E  
113.57'

## GENERAL NOTES:

1. BEARINGS ARE BASED ON TRANSECTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS 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 70, POOL AND BEACH.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.
6. THE AREAS OF UNITS 1-28 (WATERFRONT UNITS) ARE TO THE WATER'S EDGE AS SURVEYED MAY 13, 2015.
7. THE DIMENSIONS OF UNITS 1-28 (WATERFRONT UNITS) RUN TO THE WATER'S EDGE AND INCLUDE ALL RIPARIAN RIGHTS.

| CURVE DATA |         |         |                     |
|------------|---------|---------|---------------------|
| CURVE NO.  | LENGTH  | RADIUS  | CHORD               |
| C6         | 21.36'  | 67.00'  | N14°36'28"E 21.27'  |
| C7         | 35.98'  | 133.00' | N13°13'29"E 35.87'  |
| C8         | 180.30' | 133.00' | N59°48'39"E 166.81' |
| C9         | 43.60'  | 133.00' | S71°57'36"E 43.41'  |
| C10        | 130.38' | 83.00'  | S17°34'05"E 117.38' |
| C14        | 42.40'  | 133.00' | N14°36'28"E 42.22'  |
| C15        | 18.12'  | 67.00'  | N13°13'29"E 18.07'  |
| C16        | 90.83'  | 67.00'  | N59°48'39"E 84.03'  |
| C17        | 21.97'  | 67.00'  | S71°57'36"E 21.87'  |
| C18        | 26.70'  | 17.00'  | S17°34'05"E 24.04'  |

| LINE DATA |             |        |
|-----------|-------------|--------|
| LINE NO.  | DIRECTION   | LENGTH |
| L1        | S23°57'13"W | 25.00' |
| L2        | S24°21'39"E | 25.00' |
| L3        | N10°25'27"W | 20.24' |
| L4        | N23°13'35"E | 25.00' |
| L5        | S56°00'46"W | 10.00' |
| L6        | S71°28'11"W | 32.79' |
| L7        | S81°24'58"W | 9.72'  |
| L8        | N85°41'29"W | 10.00' |
| L9        | N74°03'22"W | 10.00' |
| L10       | N52°06'35"E | 11.16' |

## SURVEY PLAN A

## BOUNDARY COORDINATES

| POINT | NORTHING | EASTING |
|-------|----------|---------|
| 12    | 5391.567 | 59.575  |
| 13    | 5476.299 | 135.192 |
| 14    | 5651.749 | 183.371 |
| 15    | 5745.946 | 241.615 |
| 16    | 5785.949 | 318.945 |
| 17    | 5768.823 | 556.311 |
| 18    | 5768.823 | 906.304 |

MUSKEGON LAKE

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

INTERMEDIATE TRAVERSE LINE

0' 15' 30' 60'  
SCALE: 1"=30'



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

AWENED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

DRIESEN & ASSOCIATES, INC.  
Engineering - Surveying - Testing  
Holland, MI - 616-366-0055  
Grand Rapids, MI - 616-366-3300

## REVISIONS

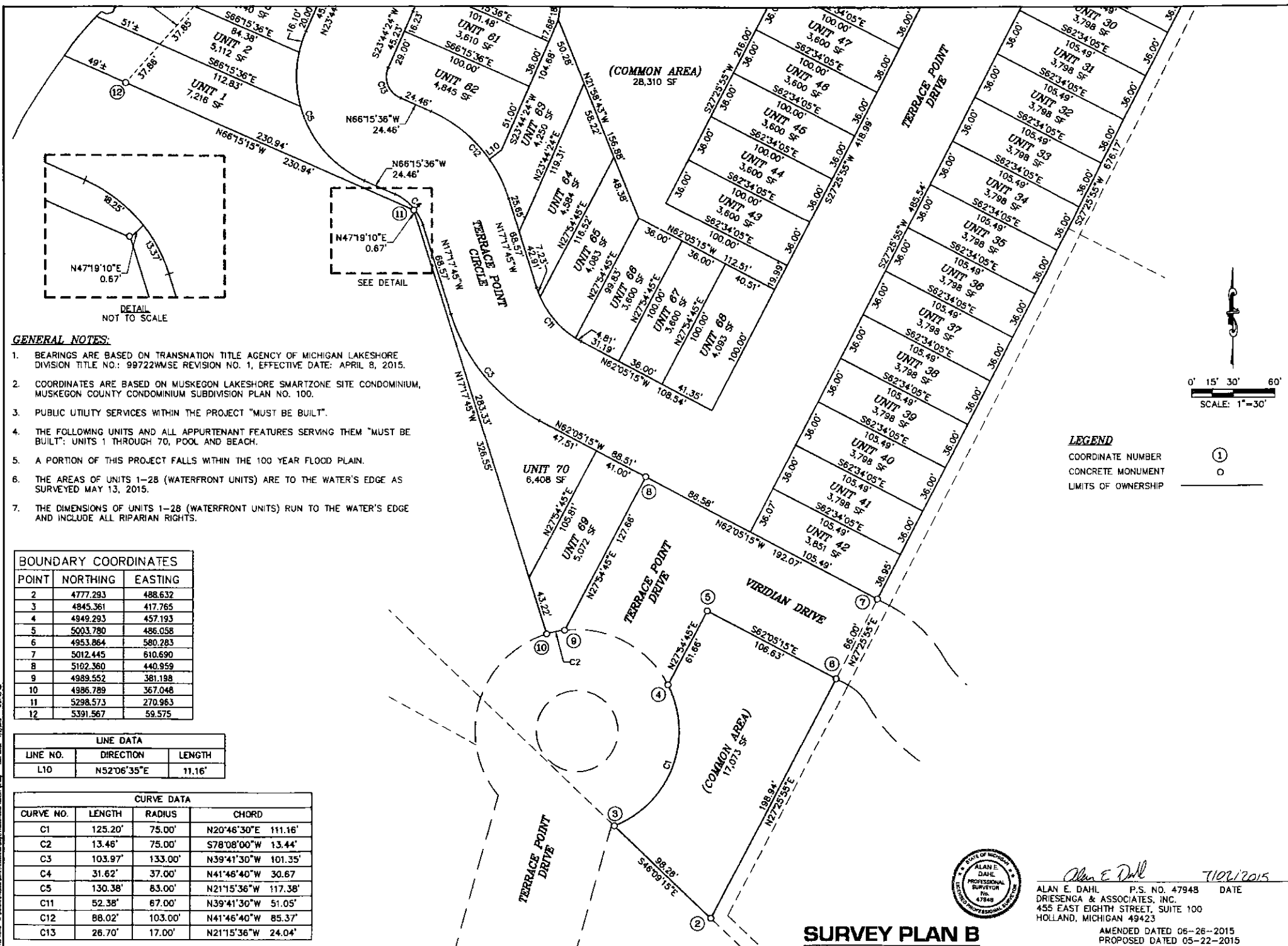
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| 1   | 05-22-2015 | ISSUED FOR PERMIT |

TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 18, T10N, R18W CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

## SURVEY PLAN A

MARK F. FAIRCHILD Liber: 4059 Page: 643  
REGISTER OF DEEDS PAGE: 9 of 16  
County Michigan 07/09/2015 10:54 AM  
D11 5525499

5 of 12



**DRIESENGA & ASSOCIATES, INC.**  
 Engineering • Surveying • Testing  
 455 EAST EIGHTH STREET, SUITE 100  
 HOLLAND, MICHIGAN 49423  
 Phone: 616-396-2255  
 Fax: 616-396-2256  
 Email: info@driesenga.com

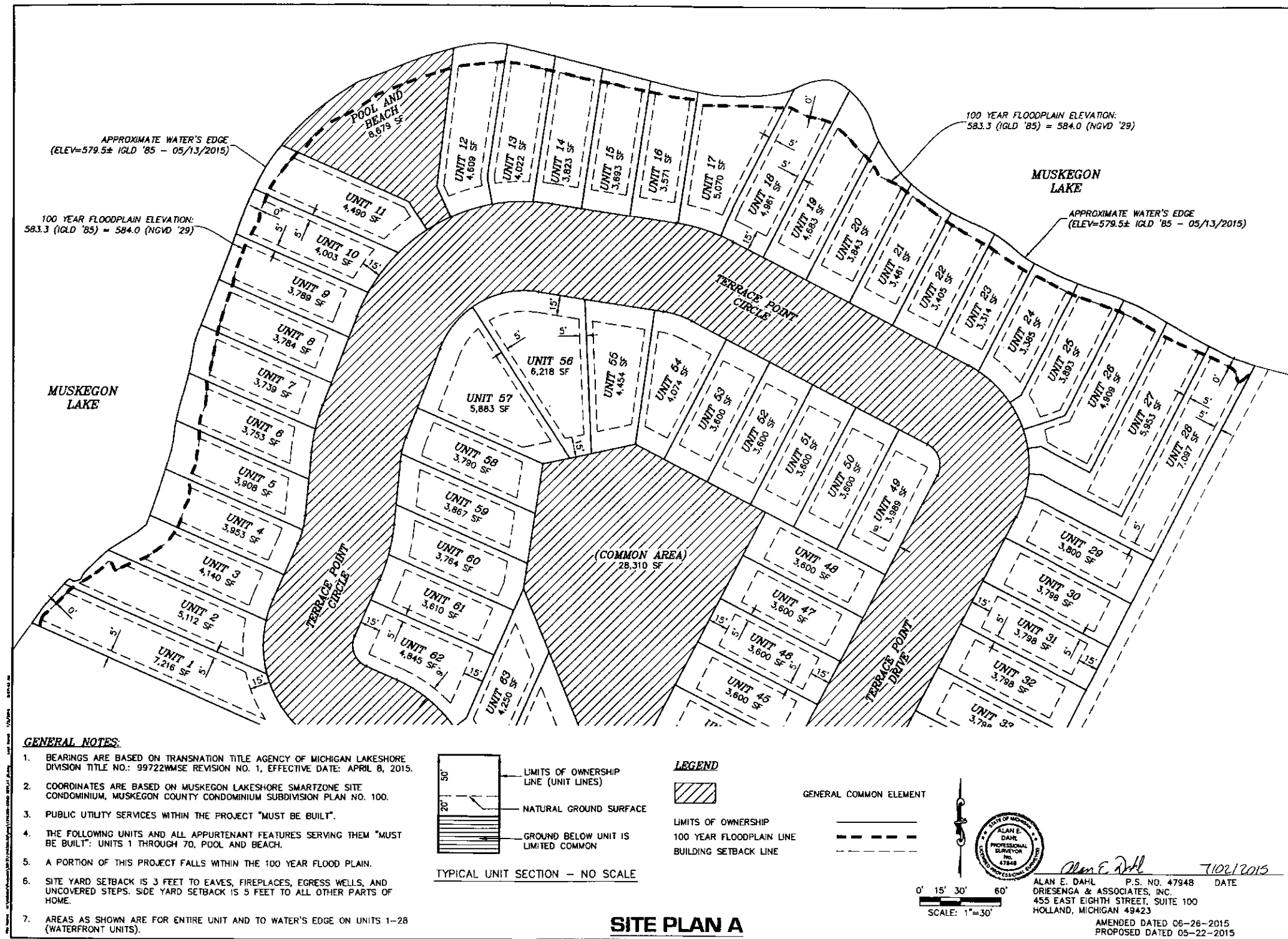
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**TERRACE POINT LANDING SITE CONDOMINIUM**  
 SEC. 19, T10N, R68W CITY OF MUSKEGON, MUSKEGON CO.  
 TERRACE POINT LANDING, LLC  
 15 WALTON, SUITE A  
 MUSKEGON, MICHIGAN 49840

**6** of 12

**MARK F. FAIRCHILD Liber: 4059 Page: 643**  
**REGISTER OF DEEDS**  
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**DRIESEN & ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
Holland, MI - 616-999-0000  
Grand Rapids, MI - 616-201-3000  
www.driesen.com

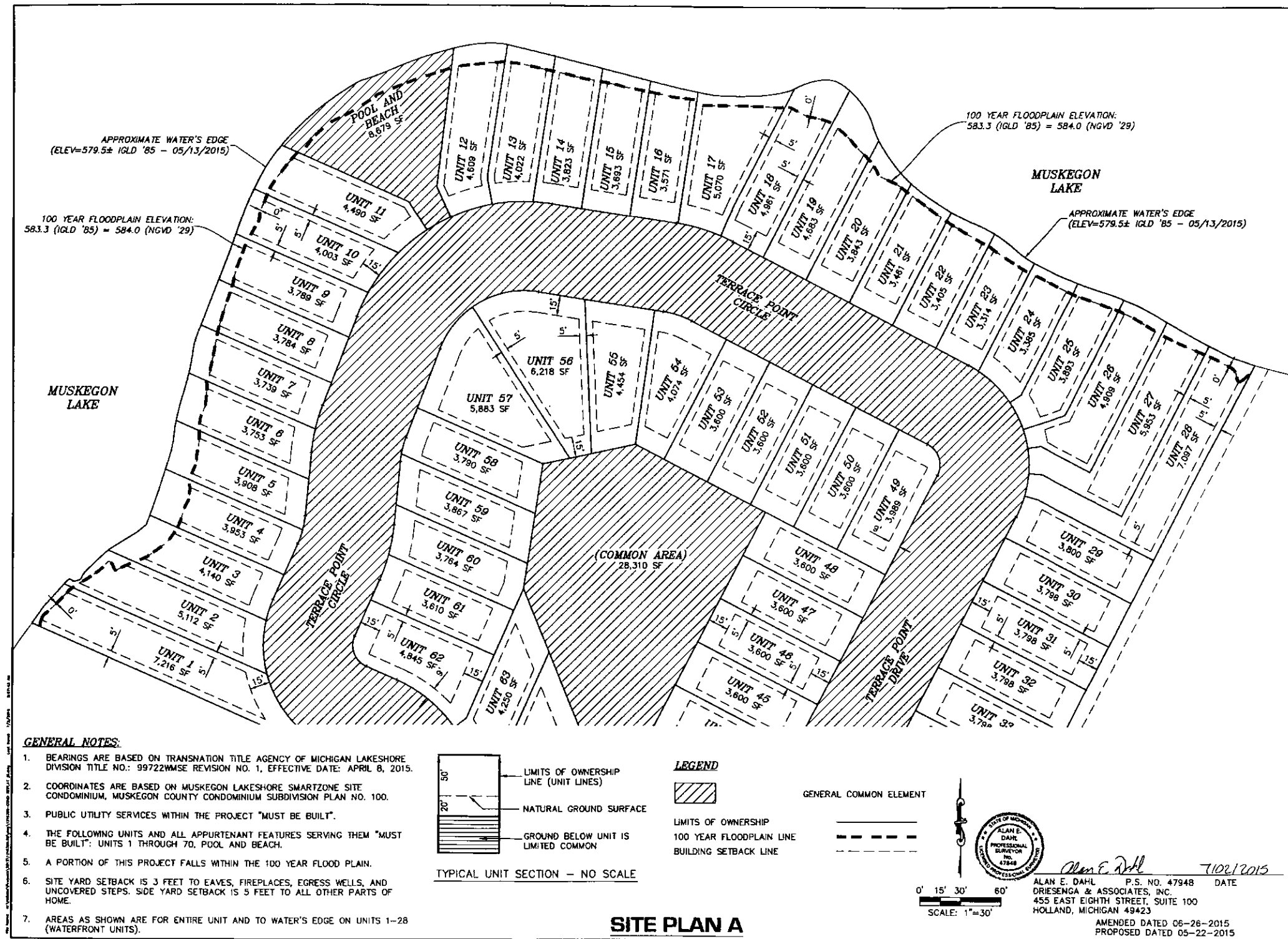
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**TERRACE POINT LANDING SITE CONDOMINIUM**  
SEC. 18, TION RICH CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

**SITE PLAN A**

**7** of 12

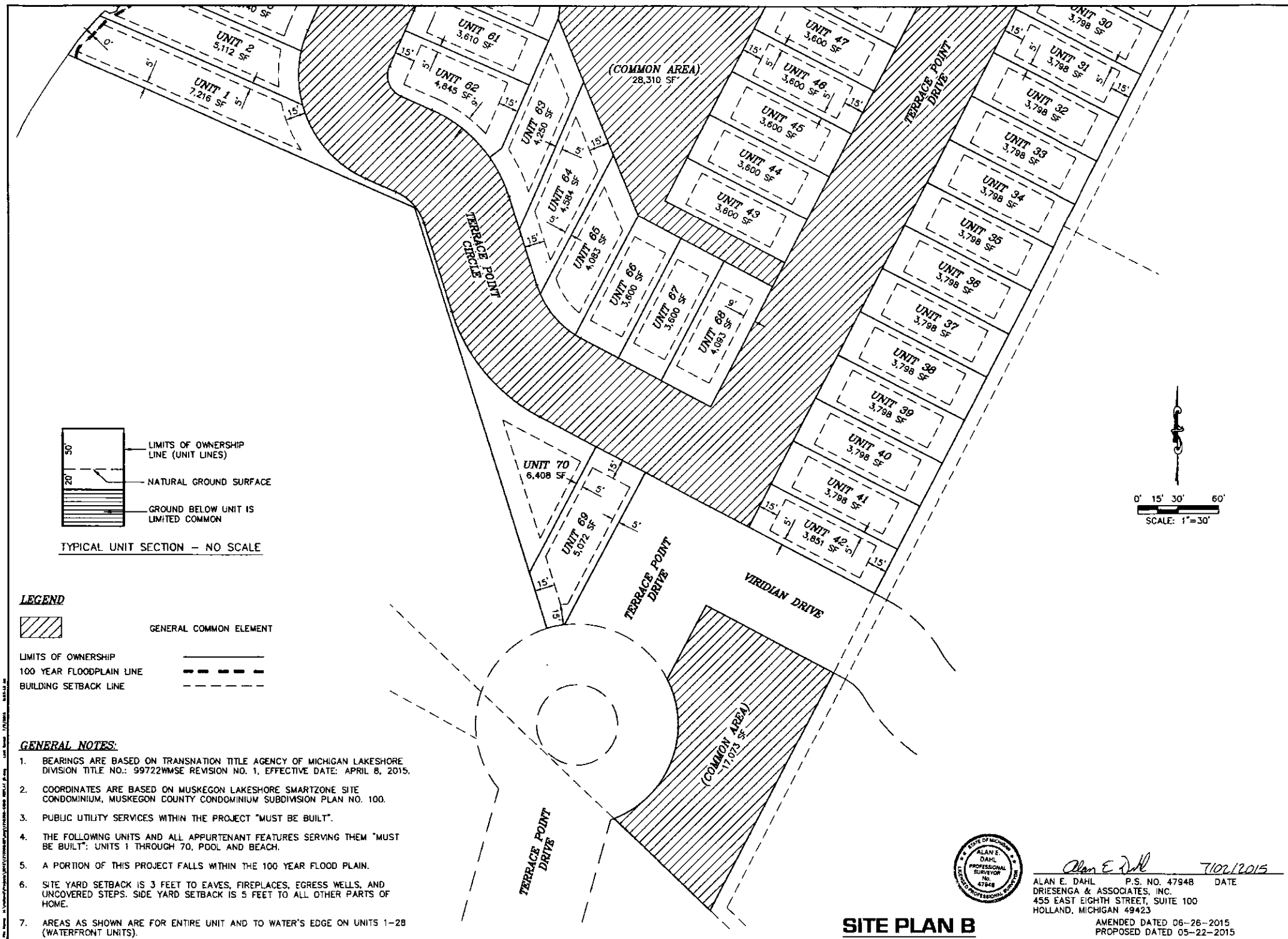


**DRIESEN & ASSOCIATES, INC.**  
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Grand Rapids, MI - 616-201-3000  
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**TERRACE POINT LANDING SITE CONDOMINIUM**  
SEC. 18, TION RICH CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

**SITE PLAN A**

**MARK F. FAIRCHILD Lib: 4059 Page: 643**  
**REGISTER OF DEEDS** **PAGE: 11 of 16**  
**Muskegon County Michigan** **07/09/2015 10:54 AM**  
**D11** **5525499**



# **SITE PLAN B**



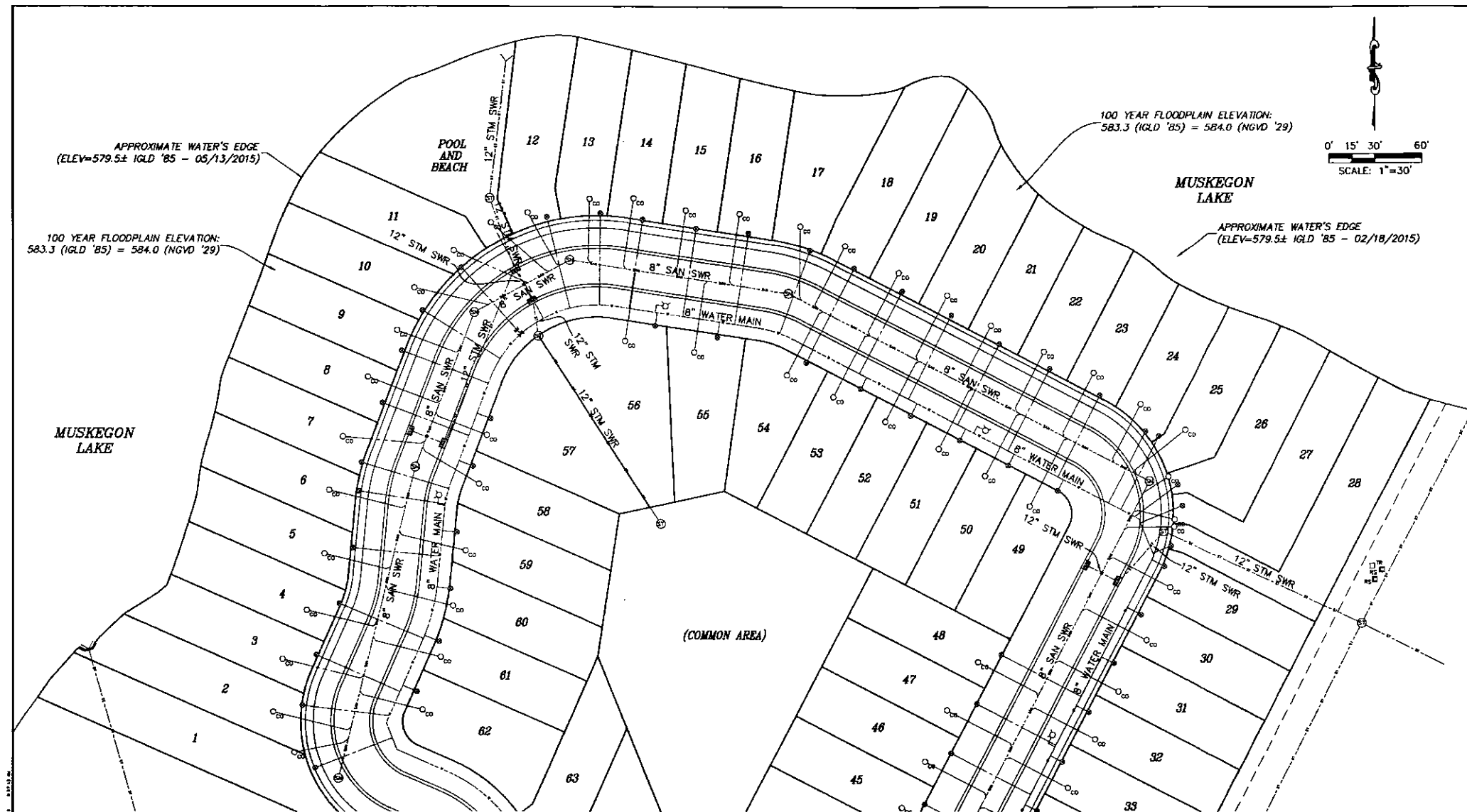
Alan E. Dahl  
 P.S. NO. 47948  
 DRIESENGA & ASSOCIATES, INC.  
 455 EAST EIGHTH STREET, SUITE 100  
 HOLLAND, MICHIGAN 49423  
 DATE 05-22-2015  
 1210390.50  
 34' 10"

**DRIESENGA & ASSOCIATES, INC.**  
 Engineering - Surveying - Testing  
 1000 N. 10th St., Suite 100  
 Holland, MI 49423  
 Phone: 616-396-2525  
 Fax: 616-396-2525  
 Email: info@driesenga.com  
 Website: www.driesenga.com

| REVISIONS      |
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| 1. 05-22-2015  |
| 2. 05-22-2015  |
| 3. 05-22-2015  |
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| 5. 05-22-2015  |
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| 47. 05-22-2015 |
| 48. 05-22-2015 |
| 49. 05-22-2015 |
| 50. 05-22-2015 |

**TERRACE POINT LANDING SITE CONDOMINIUM**  
 SEC. 19, T10N, R18W CITY OF MUSKEGON, MUSKEGON CO.  
 TERRACE POINT LANDING, LLC  
 75 N. WALTON AVE., SUITE A  
 MUSKEGON, MICHIGAN 49840

Drawn By: [Signature]  
 Check By: [Signature]  
 Date: 05-22-2015  
 1210390.50  
 34' 10"



**LEGEND**

STATE OF MICHIGAN  
ALAN E. DAHL  
PROFESSIONAL SURVEYOR  
No. 47948  
LICENSED PROFESSIONAL SURVEYOR

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

**TERRACE POINT LANDING SITE CONDOMINIUM**  
 SEC. 18, TION RIVER CITY OF MUSKEGON, MUSKEGON CO.  
 TERRACE POINT LANDING, LLC  
 75 W. WALTON AVE., SUITE A  
 MUSKEGON, MICHIGAN 49440

**UTILITY PLAN A**

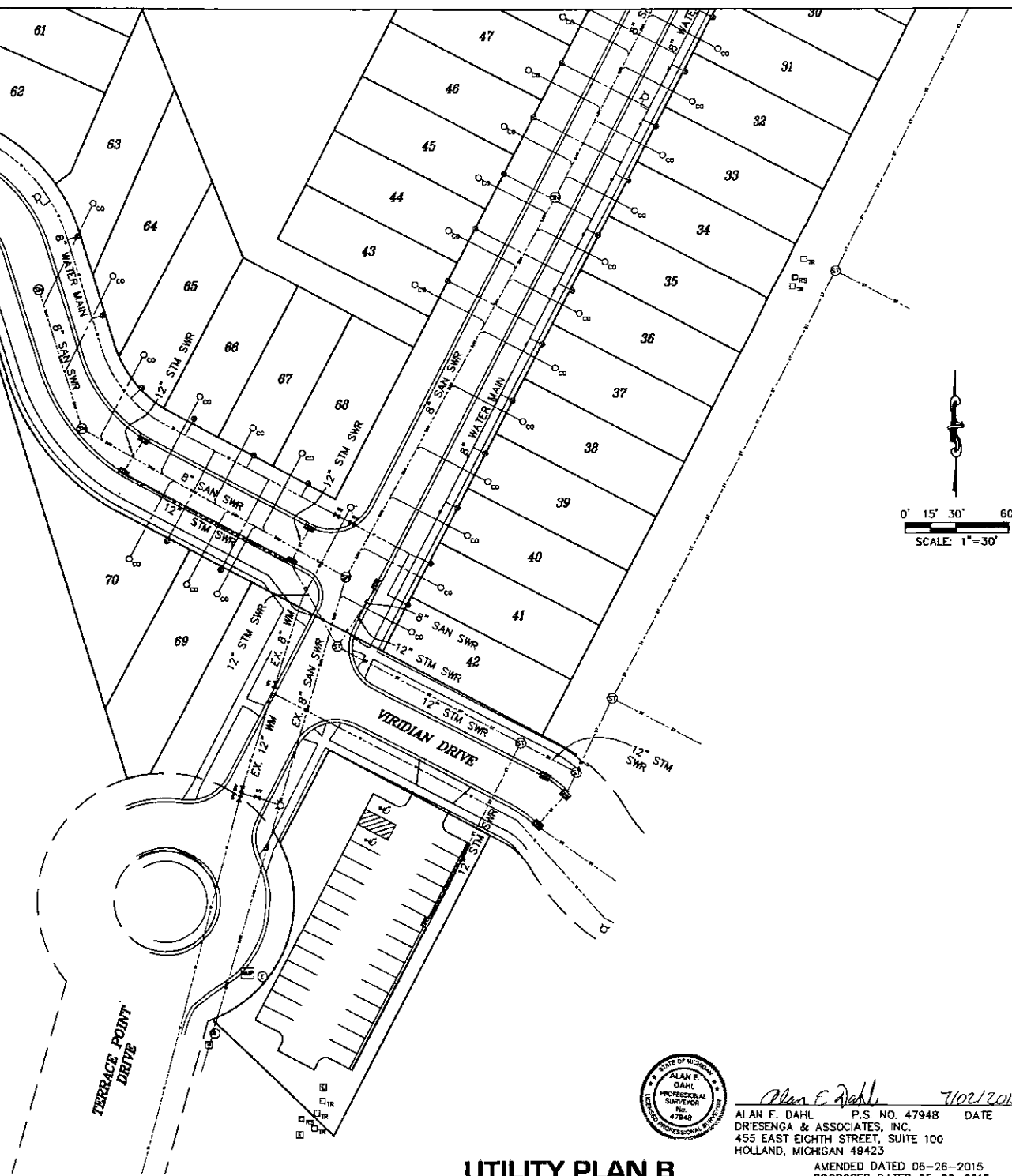
MARK F. FAIRCHILD Liber: 4059 Page: 643  
REGISTER OF DEEDS PAGE: 13 of 16  
County Michigan 07/09/2015 10:54 AM  
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# **LEGEND**

|                 |   |
|-----------------|---|
| 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 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 70, POOL AND BEACH.
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.



## **UTILITY PLAN B**



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

AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

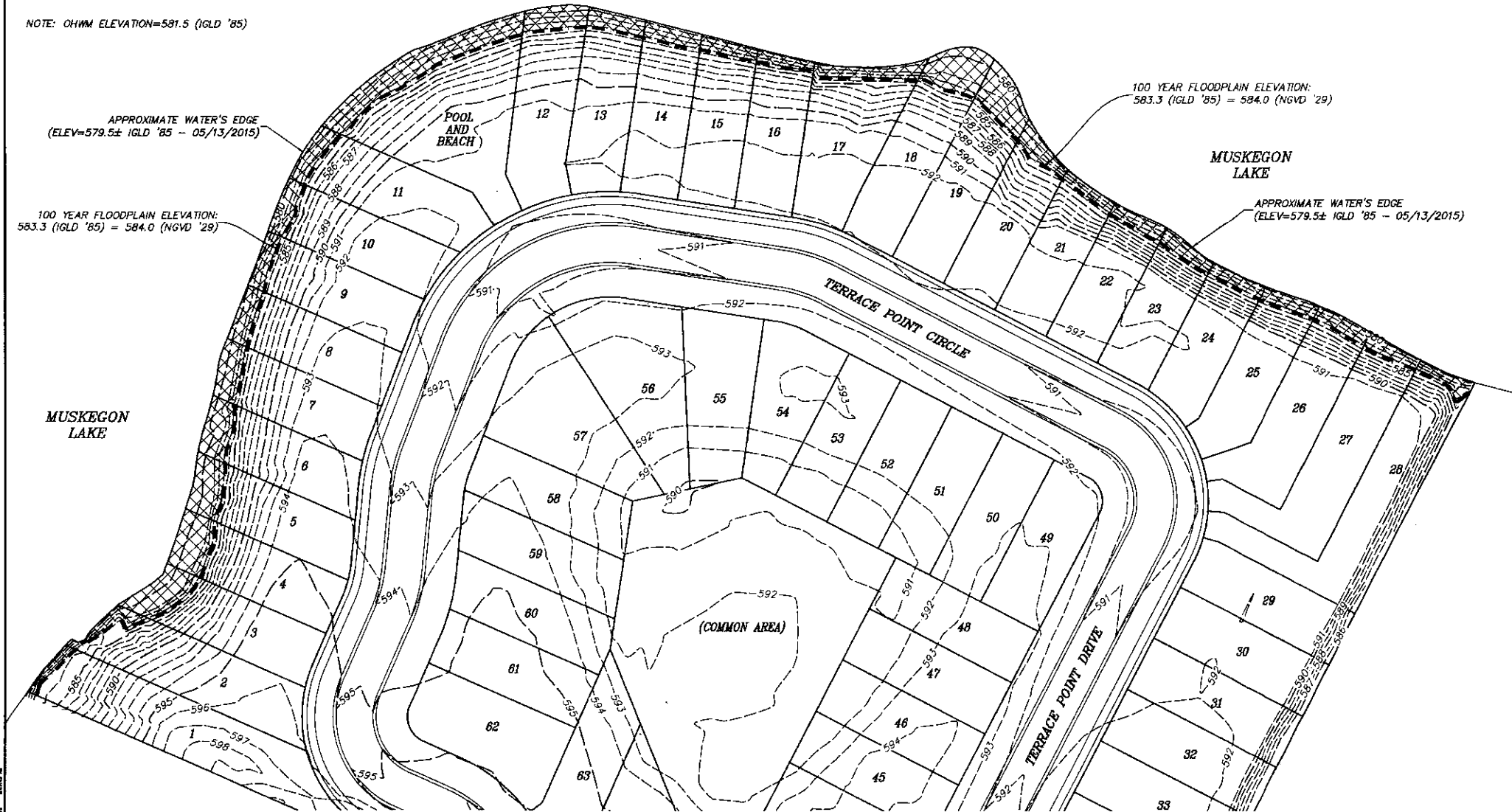
**DRIESEN & ASSOCIATES, INC.**  
Engineering • Surveying • Trading  
www.driesen.com  
Holland, MI • 616-291-0025  
Grand Rapids, MI • 616-291-1000  
Fax: 616-291-0025

| REVISIONS               |
|-------------------------|
| 1. INITIAL & MODEL NAME |
| 2. DATE & BY            |

TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 19, TION RICH CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
76 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

Drawn By: CLK  
Checked By: CLK  
Date: 05-22-2015  
Scale: 1"=30'  
Sheet No: 10 of 12

NOTE: OHWM ELEVATION=581.5 (IGLD '85)

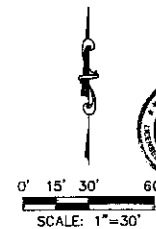
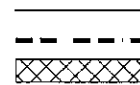


#### GENERAL NOTES:

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 70, POOL AND BEACH.
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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.

#### LEGEND

LIMITS OF OWNERSHIP  
100 YEAR FLOODPLAIN LINE  
FLOOD PLAIN AREA



Alan E. Dahl 7/10/2015  
ALAN E. DAHL P.S. NO. 47948 DATE  
DRIESEN & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423

AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

**DRIESEN & ASSOCIATES, INC.**  
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Holland, MI - 616-396-0225  
Grand Rapids, MI - 616-436-3800  
www.driesen.com

#### REVISIONS

| NO. | DATE       | DESCRIPTION       |
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| 1   | 05-22-2015 | ISSUED FOR PERMIT |

TERRACE POINT LANDING SITE CONDOMINIUM  
SEC. 18, TION, BAY CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440  
FLOODPLAIN PLAN A

Designed By: \_\_\_\_\_  
Drawn By: CLK  
Checked By: CLK  
Date: 05-22-2015  
Plot: 1210390.50  
Sheet No: 11 of 12

MARK F. FAIRCHILD Liber: 4059 Page: 643  
REGISTER OF DEEDS PAGE: 15 of 16  
County Michigan 07/09/2015 10:54 AM  
Muskegon 5525499  
D11





Received & Sealed for Record  
MARK F. FAIRCHILD REGISTER OF DEEDS  
Muskegon County Michigan  
11/06/2015 03:25 PM Liber: 4070 Page: 329

MARK F. FAIRCHILD Liber: 4070 Page: 329  
REGISTER OF DEEDS PAGE: 1 of 5  
Muskegon County Michigan 11/06/2015 03:25 PM  
D11 5536173



**SECOND AMENDMENT TO MASTER DEED OF  
TERRACE POINT LANDING SITE CONDOMINIUM**

(Act 59, Public Acts of 1978)  
as amended

Muskegon County Condominium Subdivision Plan No. 194

- (1) Second Amendment to Master Deed of Terrace Point Landing Site Condominium
- (2) Exhibit A to Amended Master Deed: Affidavit as to Notices required by Section 90(5) of the Act.

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

Prepared By: *+ Mail Back*

David W. Charron  
Charron Law Office  
4949 Plainfield Avenue, N.E.  
Grand Rapids, MI 49525  
(616) 363-0300

## SECOND AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING SITE CONDOMINIUM

(Act 59, Public Acts of 1978)  
as amended

THIS SECOND AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING SITE CONDOMINIUM is made this 30<sup>th</sup> day of September, 2015, by Terrace Point Landing, LLC, a Michigan limited liability company, of 75 West Walton Street, Suite A, Muskegon, MI 49940 (the "Developer").

WHEREAS, TERRACE POINT LANDING SITE CONDOMINIUM is a residential site condominium project (the "Project") created by Master Deed recorded June 5, 2015 in Liber 4057, Page 3, Muskegon County Records, and identified as Muskegon County Condominium Subdivision Plan No. 194, and amended by First Amendment to Master Deed recorded July 9, 2015 in Liber 4059, Page 643, Muskegon County Records; and

WHEREAS, the Developer desires to modify the provisions of Article VII in order to clarify and specify remedies following a co-owner's failure to construct a dwelling within his or her unit in a timely manner, as required by Article VII, Section 7.01 (u) of the Condominium Bylaws; and

WHEREAS, Developer has reserved the right, with the consent of two-thirds of the Co-owners, to amend the master deed for any lawful purpose, as provided in Article IX, Section 9.2(b) of the Master Deed; and

WHEREAS, the Developer has obtained the consent of more than two-thirds (2/3rds) of the Co-owners of the Project to this amendment.

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

1. **Repurchase of Unit.** Article VII, Section 7.06(e) of the Condominium Bylaws is amended to read:

"(e) Notwithstanding the foregoing, the Developer reserves the exclusive right and option to repurchase a Unit from any Co-owner who fails to construct a dwelling with an approved designated residential builder or who comply with Section 7.01(u) above, on the following terms and conditions. The Developer may exercise this option at any time within five (5) years from the initial sale of the Unit from the Developer, by giving notice to the defaulting Co-owner of Developer's election to re-purchase the Unit under this paragraph. All notices must be in writing and shall be addressed to the Co-owner at the address maintained by the Association or utilized by taxing authorities for the Unit, to any email address given to Developer, or to any other address a Co-owner regularly uses for communication with the Developer or Association, and the notice shall be

either (i) delivered by hand, (ii) sent by facsimile or electronic mail, and mailed promptly by first-class mail, (iii) sent by nationally-recognized overnight courier, or (iv) sent by certified mail, postage prepaid. All notices, requests, consents and other communications under this Agreement shall be deemed to have been given either (i) if by hand, at the time of the delivery of the notice to the receiving party, (ii) if by facsimile or electronic mail, at the time that receipt of the facsimile or electronic mail has been acknowledged by electronic confirmation or otherwise, or if no confirmation is received, on the fifth (5<sup>th</sup>) day following the day a hard copy of the transmission is mailed by first-class mail, (iii) if by overnight courier, on the next business day following the day the notice is delivered to the courier service, or (iv) if by certified mail, on the fifth (5<sup>th</sup>) business day following the day of the mailing. The purchase price shall be eighty five percent (85%) of the purchase price paid by the Co-owner (or its predecessors, successors or assigns) for the Unit. If construction of a dwelling has commenced or other improvements have been made, the purchase price shall be increased by the amount reasonably estimated by Developer to be the fair market value of any improvements constructed within the Unit by the defaulting Co-owner, but not more than the actual cost of the improvements. Any valuation performed by a licensed appraiser engaged by the Developer shall be conclusive evidence of the value of the property interest appraised. Closing shall occur within thirty (30) days after exercise of the option by Developer. Upon the Developer's tender of the purchaser price, less the selling Co-owner's real estate transfer tax, past property taxes, if any, and the prorated share of taxes for the current calendar year, the Co-owner shall convey marketable title to the Unit by warranty deed in statutory form to the Developer. The seller shall be responsible for all property taxes which become due and payable, or a lien or both, prior to closing, except that property taxes for the calendar year of the closing shall be pro-rated, based upon the calendar year method of pro-ration, to the date of closing. If the defaulting Co-owner shall fail to perform as required, the Developer may specifically enforce the Co-owner's obligation to transfer the Unit in a court of competent jurisdiction and the defaulting Co-owner shall be responsible for all court costs and attorneys fees incurred by the Developer in connection with such litigation."

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

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Master Deed on this 30 day of September, 2015.

TERRACE POINT LANDING, LLC, a Michigan  
limited liability company

By: \_\_\_\_\_

Jonathan L. Rooks  
Its: Manager

STATE OF MICHIGAN     )  
                                          ) ss  
COUNTY OF MUSKEGON )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2015, by Jonathan L. Rooks, Manager, Terrace Point Landing, LLC, a Michigan limited liability company, on behalf of the limited liability company.

Angela S. VanderWerff  
Angela S. VanderWerff  
Ottawa County, Notary Public, Acting in  
Muskegon County, Michigan  
My Commission Expires: 4/11/2020



EXHIBIT A TO MASTER DEED

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 Office and act as Assistant to David W. Charron, attorney for Terrace Point Landing, LLC, the developer of Terrace Point Landing Site Condominium.
2. On October 26, 2015, notices were sent to all co-owners of record in the Terrace Point Landing Project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Association of the Project. Such notices were sent by first class mail, postage fully prepaid.

Further deponent sayeth not.

  
\_\_\_\_\_  
Angela VanderWerff

Subscribed and sworn to before me this 26<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
David W. Charron  
Notary Public, Kent County, MI  
Acting in Kent County, MI  
My commission expires: 5/17/18





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  
049 5833071



### **ASSOCIATION AMENITIES SHARING AGREEMENT**

THIS AGREEMENT is made this 13<sup>th</sup> 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  
09/17/2018 12:56 PM Liber: 4167 Page: 266

MARK F. FAIRCHILD Liber: 4167 Page: 266  
REGISTER OF DEEDS PAGE: 1 of 25  
Muskegon County Michigan 09/17/2018 12:56 PM  
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**THIRD AMENDMENT TO MASTER DEED OF  
TERRACE POINT LANDING SITE CONDOMINIUM**

(Act 59, Public Acts of 1978)  
as amended

Replat No. 2 to Muskegon County Condominium Subdivision Plan No. 194

- (1) Third Amendment to Master Deed of Terrace Point Landing Site Condominium
- (2) Exhibit A to Amended Master Deed: Affidavit as to Notices required by Section 90(5) of the Act.
- (3) Exhibit B to Amended Master Deed: Replat No. 2 to Muskegon County Condominium Subdivision Plan No. 194

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

Prepared By/Return to:

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

Muskegon, Mich: September 17, 2018  
"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. Treas

**THIRD AMENDMENT TO MASTER DEED OF  
TERRACE POINT LANDING SITE CONDOMINIUM**

(Act 59, Public Acts of 1978)  
as amended

THIS THIRD AMENDMENT TO MASTER DEED OF TERRACE POINT LANDING SITE CONDOMINIUM is made this 7<sup>th</sup> day of September, 2018 by Terrace Point Landing, LLC, a Michigan limited liability company, of 75 West Walton Street, Suite A, Muskegon, MI 49940 (the "Developer").

WHEREAS, TERRACE POINT LANDING SITE CONDOMINIUM is a residential site condominium project (the "Project") created by Master Deed recorded June 5, 2015 in Liber 4057, Page 3, Muskegon County Records, and identified as Muskegon County Condominium Subdivision Plan No. 194, and amended by First Amendment to Master Deed recorded July 9, 2015 in Liber 4059, Page 643, Muskegon County Records; and by Second Amendment to Master Deed dated September 30, 2015 and recorded November 6, 2015 at Liber 4070, Page 329, Muskegon County Records.

WHEREAS, Developer has reserved the right to contract the Project by the withdrawal of unsold units and their appurtenant limited common elements or any portion of the general common element lands described in Section 2.1 of the Master Deed, without the consent of any Co-owner, mortgagee, or other person, as provided in Article VII of the Master Deed; and

WHEREAS, Developer desires to exercise its reserved rights for the purpose of contracting the following lands from the Project:

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 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.)

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.)



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 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.).

Following the contraction, the Project will consist of Units 1-28, and Units 55-62, and their appurtenant limited and general common elements.

NOW THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. Project Description. Article I, Section 1.1 of the Master Deed is amended to read as follows:

**“1.1 Project Description.** The Project is a residential site condominium which consists of thirty-six (36) Condominium building sites (the "Units"). The number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. The number of Units in the Project may be increased or decreased, by the exercise of rights reserved by the Developer.

2. Condominium Property. Article II, Section 2.1 of the Master Deed is amended to read as follows:

**“2.1 Condominium Property.** The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is 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 SECONDS EAST 769.89 FEET FOR THE POINT OF BEGINNING (P.O.B. "A"); 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, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; 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, SAID POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 24 DEGREES 21 MINUTES 39 SECONDS WEST 25.00 FEET; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51.17 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT TWO CALLS; THENCE SOUTH 85 DEGREES 52 MINUTES 23 SECONDS EAST 237.98 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 10 SECONDS EAST 396.75 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; SAID POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 26 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 136.72 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 1.69± ACRES (73,693± SQ. FT.)

ALSO, RECOMMENCE AT POINT "B"; 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 FOR THE POINT OF BEGINNING (P.O.B. "B"); THENCE SOUTHWESTERLY 83.74 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 00 MINUTES 36 SECONDS WEST 82.36 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 25 SECONDS WEST 70.40 FEET; THENCE SOUTHERLY 35.98 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 13 MINUTES 29 SECONDS WEST 35.87 FEET; THENCE SOUTH 05 DEGREES 28 MINUTES 32 SECONDS WEST 47.06 FEET; THENCE SOUTHERLY 21.36 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 14 DEGREES 36 MINUTES 28 SECONDS WEST 21.27 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 24 SECONDS WEST 45.23 FEET; THENCE SOUTHEASTERLY 130.38 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 21 DEGREES 15 MINUTES 36 SECONDS EAST 117.38 FEET; THENCE SOUTH 66 DEGREES 15 MINUTES 36 SECONDS EAST 24.46 FEET; THENCE SOUTHEASTERLY 18.25 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 07 MINUTES 54 SECONDS EAST 18.06 FEET; THENCE SOUTH 47 DEGREES 19 MINUTES 10 SECONDS WEST 0.67 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 230.94 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 49 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "E"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT THREE CALLS; THENCE NORTH 41 DEGREES 44 MINUTES 46 SECONDS EAST 113.57 FEET; THENCE NORTH 15 DEGREES 21 MINUTES 19 SECONDS EAST 181.94 FEET; THENCE NORTH 31 DEGREES 43 MINUTES 46 SECONDS EAST 110.75 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE SOUTH 66 DEGREES 15 MINUTES 36 SECONDS EAST 54.99 FEET; THENCE SOUTH 32 DEGREES 57 MINUTES 13 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 1.10± ACRES (47,886± SQ. FT.)

ALSO, RECOMMENCE AT POINT "A"; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET FOR THE POINT OF BEGINNING (P.O.B. "C"); THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET; THENCE SOUTH 77 DEGREES 50 MINUTES 05 SECONDS WEST 69.69 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 52 SECONDS WEST 93.58 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 24 SECONDS WEST 104.68 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 35 SECONDS WEST 11.16 FEET; THENCE NORTHWESTERLY 55.94 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 50 DEGREES 42 MINUTES 02 SECONDS WEST 55.26 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 36 SECONDS WEST 24.46 FEET; THENCE NORTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 15 MINUTES 36 SECONDS WEST 24.04 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 45.23 FEET; THENCE NORTHERLY 42.40 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 14 DEGREES 36 MINUTES 28 SECONDS EAST 42.22 FEET; THENCE NORTH 05 DEGREES 28 MINUTES 32 SECONDS EAST 47.06 FEET; THENCE NORTHERLY 18.12 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 13 DEGREES 13 MINUTES 29 SECONDS EAST 18.07 FEET; THENCE NORTH 20 DEGREES 58 MINUTES 25 SECONDS EAST 70.40 FEET; THENCE NORTHEASTERLY 90.83 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 59 DEGREES 48 MINUTES 39 SECONDS EAST 84.03 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 86.46 FEET TO THE POINT OF BEGINNING. CONTAINS 0.84± ACRES (36,432± SQ. FT.)"

3. General Common Elements. Article IV, Section 4.1, is amended to delete subparagraph (k), entitled (Parking Lot).

4. Proposed Future Development Area. Article VI, Section 6.1, is amended to in its entirety and replaced with the following:

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.

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 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 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.)”

5. 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. 2 of Muskegon County Condominium Subdivision Plan No. 194. The sheets of the amended plan shall replace and supersede the description of the Project contained in the original Condominium Subdivision Plan.

6. Ownership. The land contracted from the Project by this amendment will initially be owned by Developer following its withdrawal from the Project.

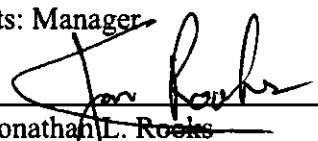
7. Continuing Effect. Except as amended herein, the provisions of the Master Deed of Terrace Point Landing, as amended by the First Amendment to Master Deed and Second Amendment to Master Deed, as recorded in the Office of the Register of Deeds for Muskegon



County, Michigan, as Condominium Subdivision Plan No. 194, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Developer has duly executed this Third Amendment to Master Deed on the day and year above described.

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 )

On this 17<sup>th</sup> day of September, 2018, before me, a notary public in and for said County, personally appeared Jonathan L. Rooks, President, Parkland Realty, Inc., a Michigan corporation and 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.

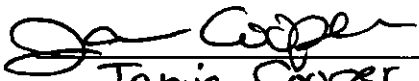
  
Jamie Cooper  
Notary Public, Muskegon County, MI  
Acting in Muskegon County, MI  
My Commission Expires: 4/13/2020

EXHIBIT A TO MASTER DEED

AFFIDAVIT OF MAILING

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF KENT        )

Angela VanderWerff, being duly sworn, deposes and says that:

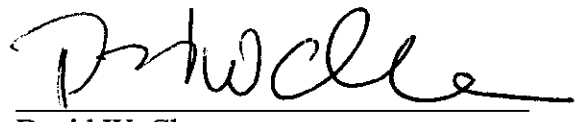
1.     I am employed by Charron Law and act as Assistant to David W. Charron, attorney for Terrace Point Landing, LLC, the developer of Terrace Point Landing Site Condominiums.

2.     On May 10, 2018, notices were sent to all co-owners of record in the Terrace Point Landing Site Condominiums project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Association of the Project. Such notices were sent by first class mail, postage fully prepaid.

Further deponent sayeth not.

  
Angela VanderWerff

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2018.

  
David W. Charron  
Notary Public, Kent County, MI  
Acting in Kent County, MI  
My commission expires: 5/17/18



**THIRD AMENDMENT TO MASTER DEED OF  
TERRACE POINT LANDING SITE CONDOMINIUM**

PARCEL CERTIFICATION PAGE

|                                                                       |                                                    |
|-----------------------------------------------------------------------|----------------------------------------------------|
| 61-24-793-000-0000-00 <sup>PART OF</sup> <sup>TZ</sup> <del>DRB</del> | 61-24-793-000-0053-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0029-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0054-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0030-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0063-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0031-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0064-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0032-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0065-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0033-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0066-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0034-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0067-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0035-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0068-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0036-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0069-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0037-00 <sup>TZ</sup> <del>DRB</del>                    | 61-24-793-000-0070-00 <sup>TZ</sup> <del>DRB</del> |
| 61-24-793-000-0038-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0039-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0040-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0041-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0042-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0043-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0044-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0045-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0046-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0047-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0048-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0049-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0050-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0051-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |
| 61-24-793-000-0052-00 <sup>TZ</sup> <del>DRB</del>                    |                                                    |



REPLAT NO. 2 OF  
MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 194  
EXHIBIT "B" TO THE MASTER DEED OF:

# TERRACE POINT LANDING SITE 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 SITE 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 48 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 FOR THE POINT OF BEGINNING (P.O.B. "A"); 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 35 SECONDS WEST 43.41 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; 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, SAID POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 24 DEGREES 21 MINUTES 39 SECONDS WEST 25.00 FEET; THENCE NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51.17 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING NORTH 06 DEGREES 58 MINUTES 48 SECONDS EAST 51 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "C"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT TWO CALLS; THENCE SOUTH 85 DEGREES 52 MINUTES 23 SECONDS EAST 237.98 FEET; THENCE SOUTH 61 DEGREES 54 MINUTES 10 SECONDS EAST 396.75 FEET TO THE WEST LINE OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM; SAID POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, NORTH 27 DEGREES 25 MINUTES 55 SECONDS EAST 28 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "D"; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM, SOUTH 27 DEGREES 25 MINUTES 55 SECONDS WEST 136.72 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 1.69± ACRES (73,693± SQ. FT.)

ALSO, RECOMMENCE AT POINT "B"; 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 FOR THE POINT OF BEGINNING (P.O.B. "B"); THENCE SOUTHWESTERLY 83.74 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 00 MINUTES 36 SECONDS WEST 82.38 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 25 SECONDS WEST 70.40 FEET; THENCE SOUTHERLY 35.98 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 13 DEGREES 13 MINUTES 29 SECONDS WEST 35.87 FEET; THENCE SOUTH 05 DEGREES 28 MINUTES 32 SECONDS WEST 47.06 FEET; THENCE SOUTHERLY 21.36 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 14 DEGREES 38 MINUTES 28 SECONDS WEST 21.27 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 24 SECONDS WEST 45.23 FEET; THENCE SOUTHEASTERLY 130.38 FEET ALONG THE ARC OF AN 83.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 21 DEGREES 15 MINUTES 38 SECONDS EAST 117.38 FEET; THENCE SOUTH 66 DEGREES 15 MINUTES 36 SECONDS EAST 24.46 FEET; THENCE SOUTHEASTERLY 18.25 FEET ALONG THE ARC OF A 37.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 52 DEGREES 07 MINUTES 54 SECONDS EAST 18.06 FEET; THENCE SOUTH 47 DEGREES 19 MINUTES 10 SECONDS WEST 0.67 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 230.94 FEET TO THE INTERSECTION WITH AN INTERMEDIATE TRAVERSE LINE ALONG THE SHORE OF MUSKEGON LAKE, SAID POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING NORTH 66 DEGREES 15 MINUTES 15 SECONDS WEST 49 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "E"; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE FOR THE NEXT THREE CALLS; THENCE NORTH 41 DEGREES 44 MINUTES 46 SECONDS EAST 113.57 FEET; THENCE NORTH 15 DEGREES 21 MINUTES 19 SECONDS EAST 181.94 FEET; THENCE NORTH 31 DEGREES 43 MINUTES 46 SECONDS EAST 110.75 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE NORTH 66 DEGREES 15 MINUTES 38 SECONDS WEST 48 FEET MORE OR LESS TO THE SHORE OF MUSKEGON LAKE; RECOMMENCE AT POINT "F"; THENCE SOUTH 66 DEGREES 15 MINUTES 38 SECONDS EAST 54.99 FEET; THENCE SOUTH 32 DEGREES 57 MINUTES 13 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 1.10± ACRES (47,886± SQ. FT.)

ALSO, RECOMMENCE AT POINT "A"; THENCE SOUTH 14 DEGREES 22 MINUTES 12 SECONDS WEST 66.33 FEET FOR THE POINT OF BEGINNING (P.O.B. "C"); THENCE SOUTH 07 DEGREES 59 MINUTES 49 SECONDS WEST 100.00 FEET; THENCE SOUTH 77 DEGREES 50 MINUTES 05 SECONDS WEST 69.69 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 52 SECONDS WEST 93.58 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 24 SECONDS WEST 104.68 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 35 SECONDS WEST 11.16 FEET; THENCE NORTHWESTERLY 55.94 FEET ALONG THE ARC OF A 103.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 50 DEGREES 42 MINUTES 02 SECONDS WEST 55.26 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 38 SECONDS WEST 24.46 FEET; THENCE NORTHERLY 26.70 FEET ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 21 DEGREES 15 MINUTES 38 SECONDS WEST 24.04 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 24 SECONDS EAST 45.23 FEET; THENCE NORTHERLY 42.40 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 14 DEGREES 38 MINUTES 28 SECONDS EAST 42.22 FEET; THENCE NORTH 05 DEGREES 28 MINUTES 32 SECONDS EAST 47.06 FEET; THENCE NORTHERLY 18.12 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 13 DEGREES 13 MINUTES 29 SECONDS EAST 18.07 FEET; THENCE NORTH 20 DEGREES 58 MINUTES 25 SECONDS EAST 70.40 FEET; THENCE NORTHEASTERLY 90.83 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 59 DEGREES 48 MINUTES 39 SECONDS EAST 84.03 FEET; THENCE SOUTH 81 DEGREES 21 MINUTES 07 SECONDS EAST 96.46 FEET TO THE POINT OF BEGINNING, CONTAINS 0.84± ACRES (36,432± SQ. FT.)

REPLAT NOTE:  
AS LISTED BELOW, SHEETS WITH ASTERISK (\*) ARE AMENDED  
OR SUPPLEMENTAL SHEETS DATED AS SHOWN (09-05-2018).  
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
- \* 6. SITE PLAN
- \* 7. UTILITY PLAN
- \* 8. FLOODPLAIN PLAN

SEE LAST PAGE FOR PARCEL CERTIFICATIONS T2  
Parcel #61

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

COVER SHEET A

AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

**DRIESEN & ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
Holland, MI - 616-396-0225  
Grand Rapids, MI - 616-396-3600  
Kalamazoo, MI - 268-544-1450  
Detroit, MI - 734-398-4463

| REVISIONS |                   |
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| 10        | ISSUED FOR PERMIT |

TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 16, T10N R44E CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440  
COVER SHEET A

|             |             |
|-------------|-------------|
| Project No. | 12123030.18 |
| Sheet No.   | 26 of 26    |
| Scale       | AS SHOWN    |
| Date        | 09-22-2015  |
| 1           | of 8        |

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REGISTER OF DEEDS PAGE: 18 of 25  
County Michigan 09/17/2018 12:56 PM  
Muskegon 5633019  
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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.

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 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 09 MINUTES 38 SECONDS WEST 15.12 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.)

**DRIESEN & ASSOCIATES, INC.**  
Engineering • Surveying • Testing  
Holland, MI • 616-398-0200  
Grand Rapids, MI • 616-244-3300  
Fax: 616-398-0201  
Fax: 616-244-3301

| REVISIONS    |
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TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 16, T10N, R6E, E1/2, SW1/4, MUSKEGON CO.  
MUSKEGON, MICHIGAN 49840  
COVER SHEET B

Designed By: \_\_\_\_\_  
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Date: \_\_\_\_\_  
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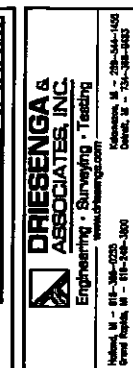
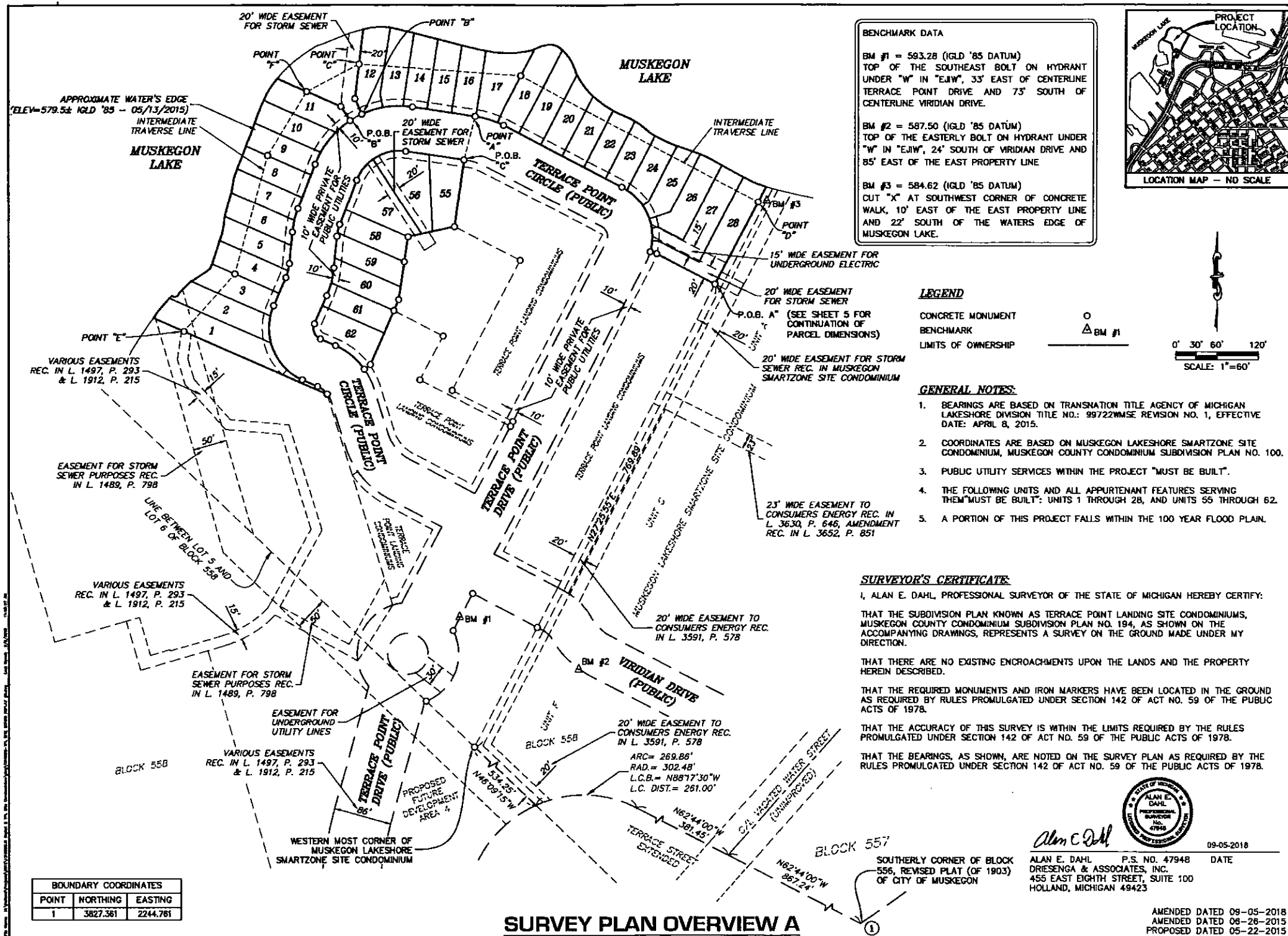


ALAN E. DAHL P.S. NO. 47948 DATE  
DRIESEN & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423

COVER SHEET B

AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

MARK F. FAIRCHILD Liber: 4167 Page: 266  
REGISTER OF DEEDS PAGE: 19 of 25  
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Muskegon 5633019  
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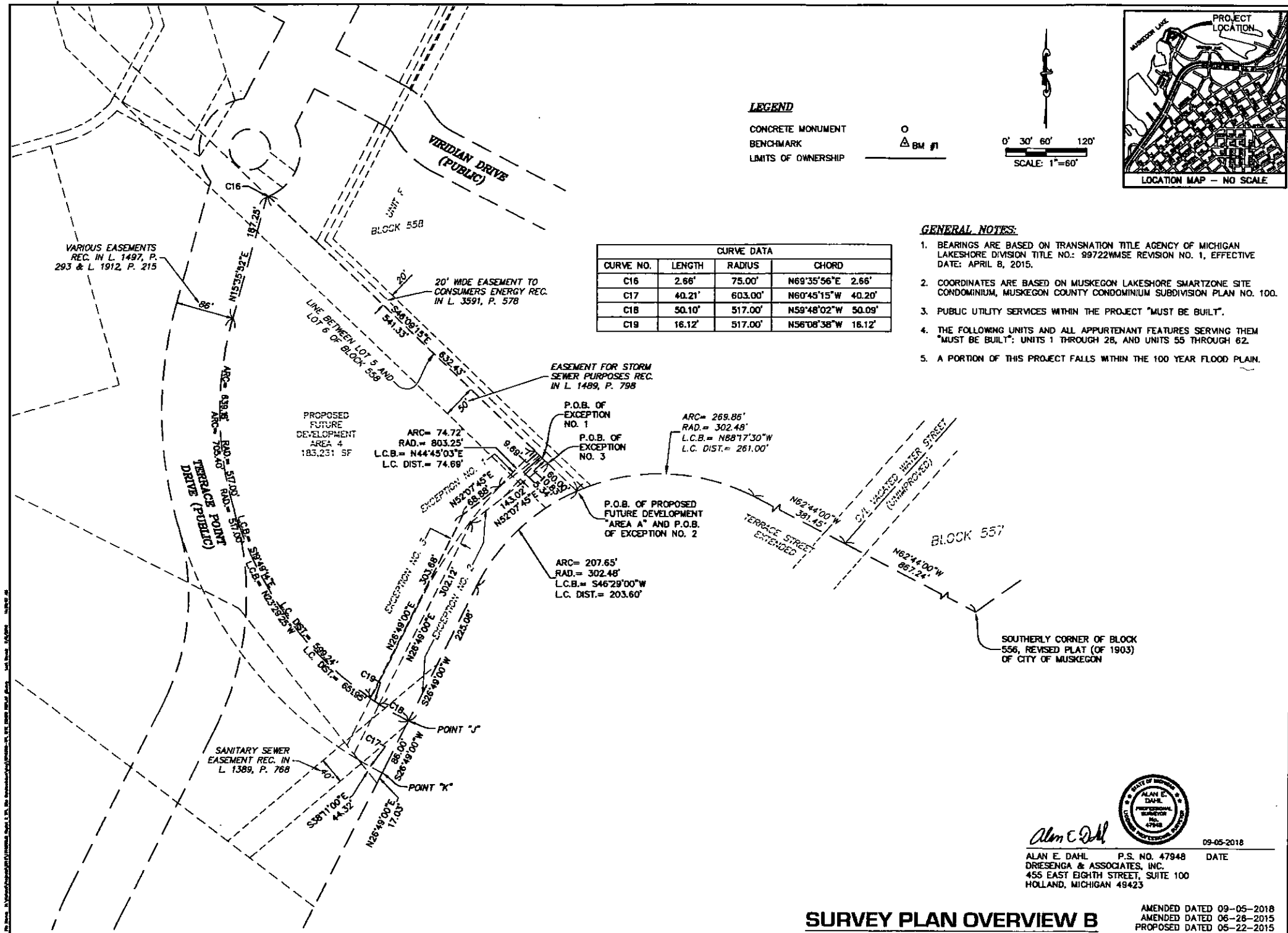
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**TERRACE POINT LANDING SITE CONDOMINIUMS**  
SEC. 19, T10N, R10E, CT10E, MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING SITE CONDOMINIUMS  
75 W. WALTON AVE., SUITE 100  
MUSKEGON, MICHIGAN 49840

**SURVEY PLAN OVERVIEW A**

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Michigan, M - 285-344-1455  
Livonia, MI - 734-388-5483

**REVISIONS**

| NO. | DATE       | DESCRIPTION       |
|-----|------------|-------------------|
| 1   | 09-05-2018 | ISSUED FOR RECORD |

**TERRACE POINT LANDING SITE CONDOMINIUMS**  
SEC. 18, T10N, R10W, CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
705 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

**SURVEY PLAN OVERVIEW B**



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

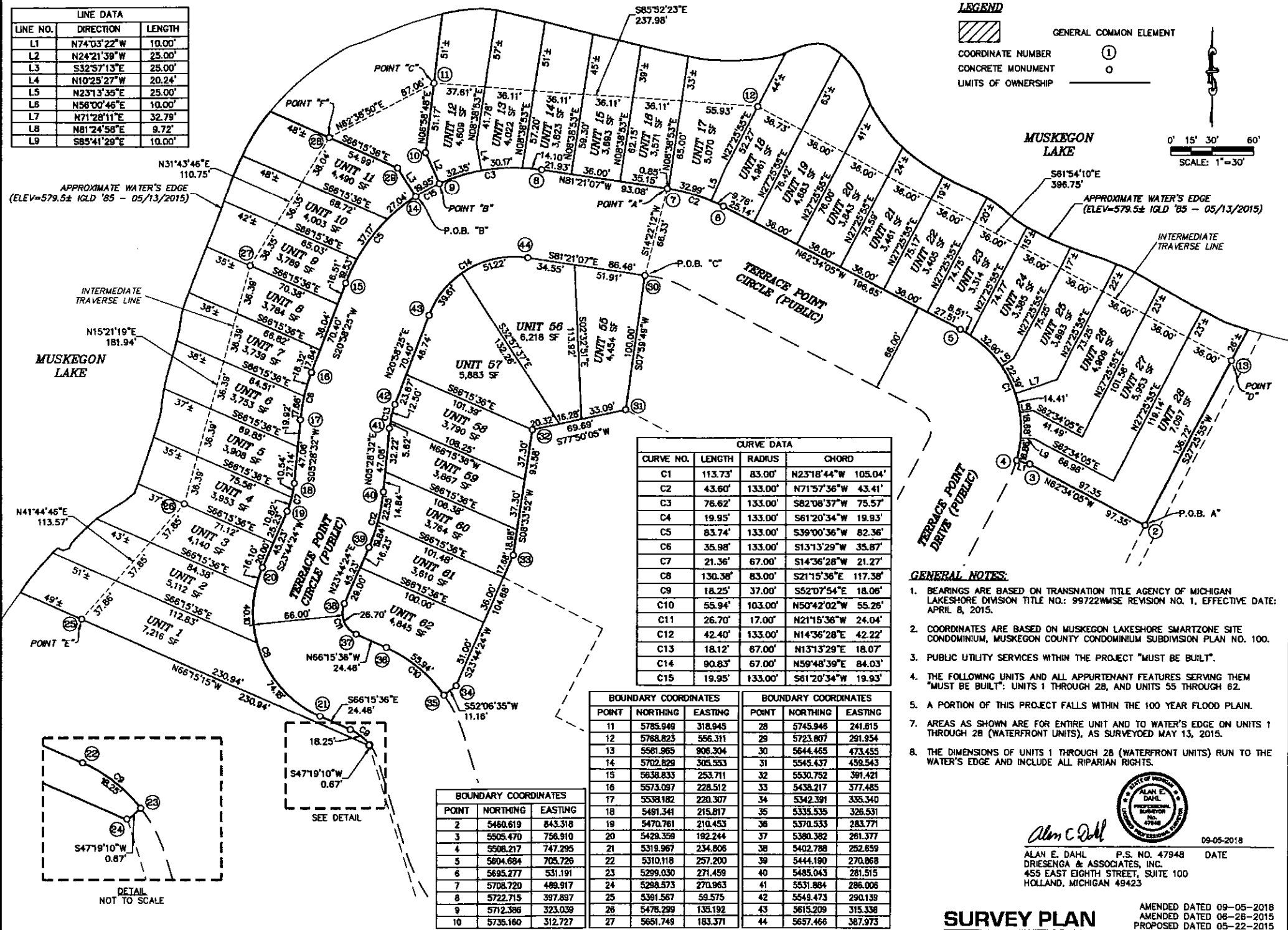
DATE  
09-05-2018

AMENDED DATED 09-05-2018  
AMENDED DATED 06-28-2015  
PROPOSED DATED 05-22-2015

**SURVEY PLAN OVERVIEW B**

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| LINE DATA |             |        |
|-----------|-------------|--------|
| LINE NO.  | DIRECTION   | LENGTH |
| L1        | N74°03'22"W | 10.00' |
| L2        | N24°21'39"W | 25.00' |
| L3        | S32°57'13"E | 25.00' |
| L4        | N10°25'27"W | 20.24' |
| L5        | N23°13'35"E | 25.00' |
| L6        | N56°00'46"E | 10.00' |
| L7        | N71°28'11"E | 32.79' |
| L8        | N81°24'58"E | 9.72'  |
| L9        | S85°41'29"E | 10.00' |



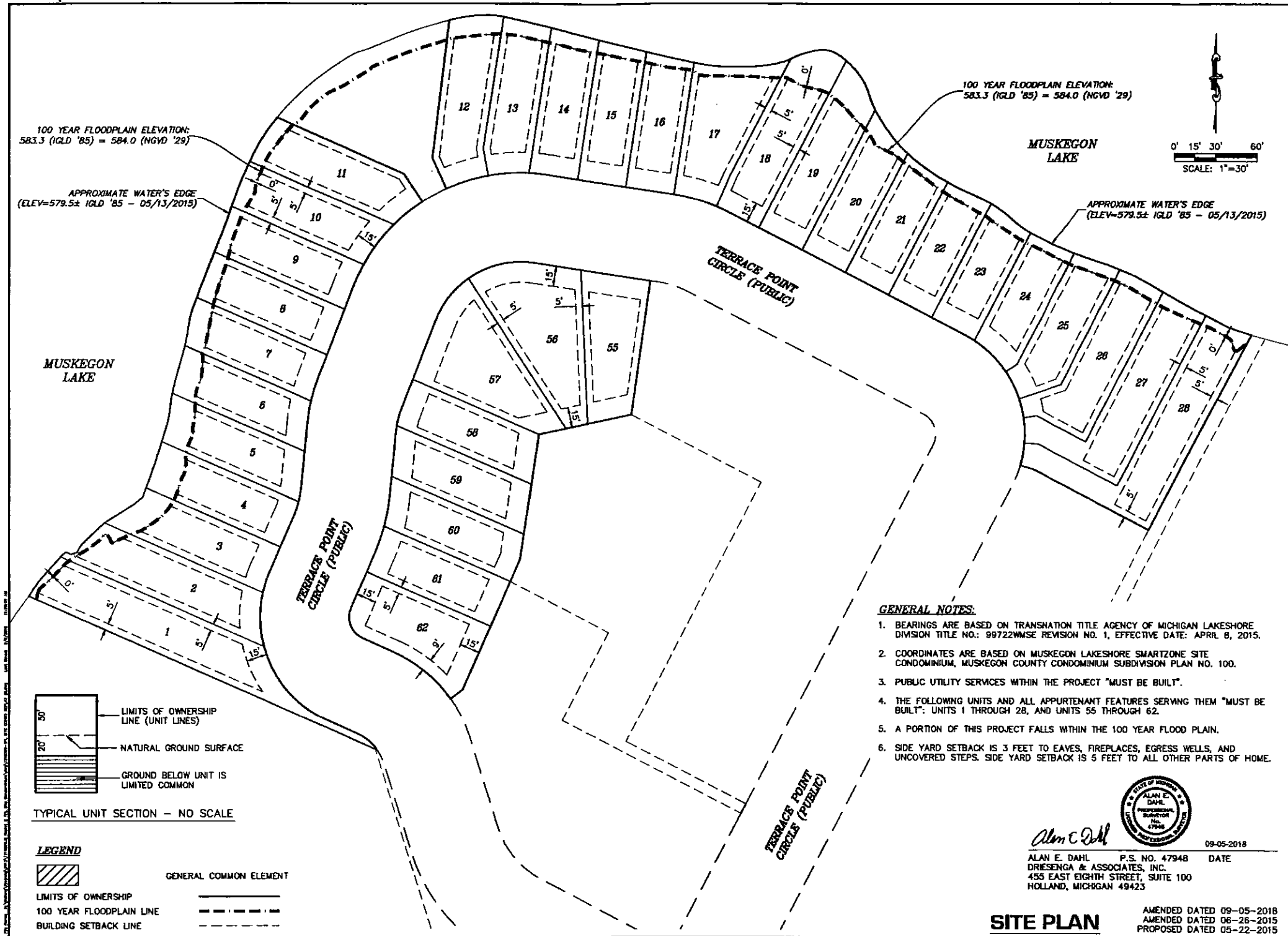
**DRIESEN & ASSOCIATES, INC.**  
 Surveying • Engineering • Planning • Consulting  
 12100 N. 11th St., Suite 100  
 Holland, MI 49423  
 Phone: 616-596-5500  
 Fax: 616-596-5501  
 Website: www.driesen.com

| REVISIONS |                   |
|-----------|-------------------|
| NO.       | DESCRIPTION       |
| 1         | ISSUED FOR PERMIT |
| 2         | ISSUED FOR RECORD |
| 3         | ISSUED FOR RECORD |
| 4         | ISSUED FOR RECORD |
| 5         | ISSUED FOR RECORD |
| 6         | ISSUED FOR RECORD |
| 7         | ISSUED FOR RECORD |
| 8         | ISSUED FOR RECORD |
| 9         | ISSUED FOR RECORD |
| 10        | ISSUED FOR RECORD |

**TERRACE POINT LANDING SITE CONDOMINIUMS**  
 SEC. 19, T10N, R10E, CITY OF MUSKEGON, MUSKEGON CO.  
 TERRACE POINT LANDING, LLC  
 1000 W. WALTON AVE., SUITE A  
 MUSKEGON, MICHIGAN 49440

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#### 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 28, AND UNITS 55 THROUGH 62.
5. A PORTION OF THIS PROJECT FALLS WITHIN THE 100 YEAR FLOOD PLAIN.
6. SIDE YARD SETBACK IS 3 FEET TO EAVES, FIREPLACES, EGRESS WELLS, AND UNCOVERED STEPS. SIDE YARD SETBACK IS 5 FEET TO ALL OTHER PARTS OF HOME.



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 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

SITE PLAN

**DRIESEN & ASSOCIATES, INC.**  
Engineering - Surveying - Testing  
1100 W. WALTON AVE., SUITE 100  
MUSKEGON, MI 49840  
Phone: 616-281-0000  
Fax: 616-281-0001  
www.drieseninc.com

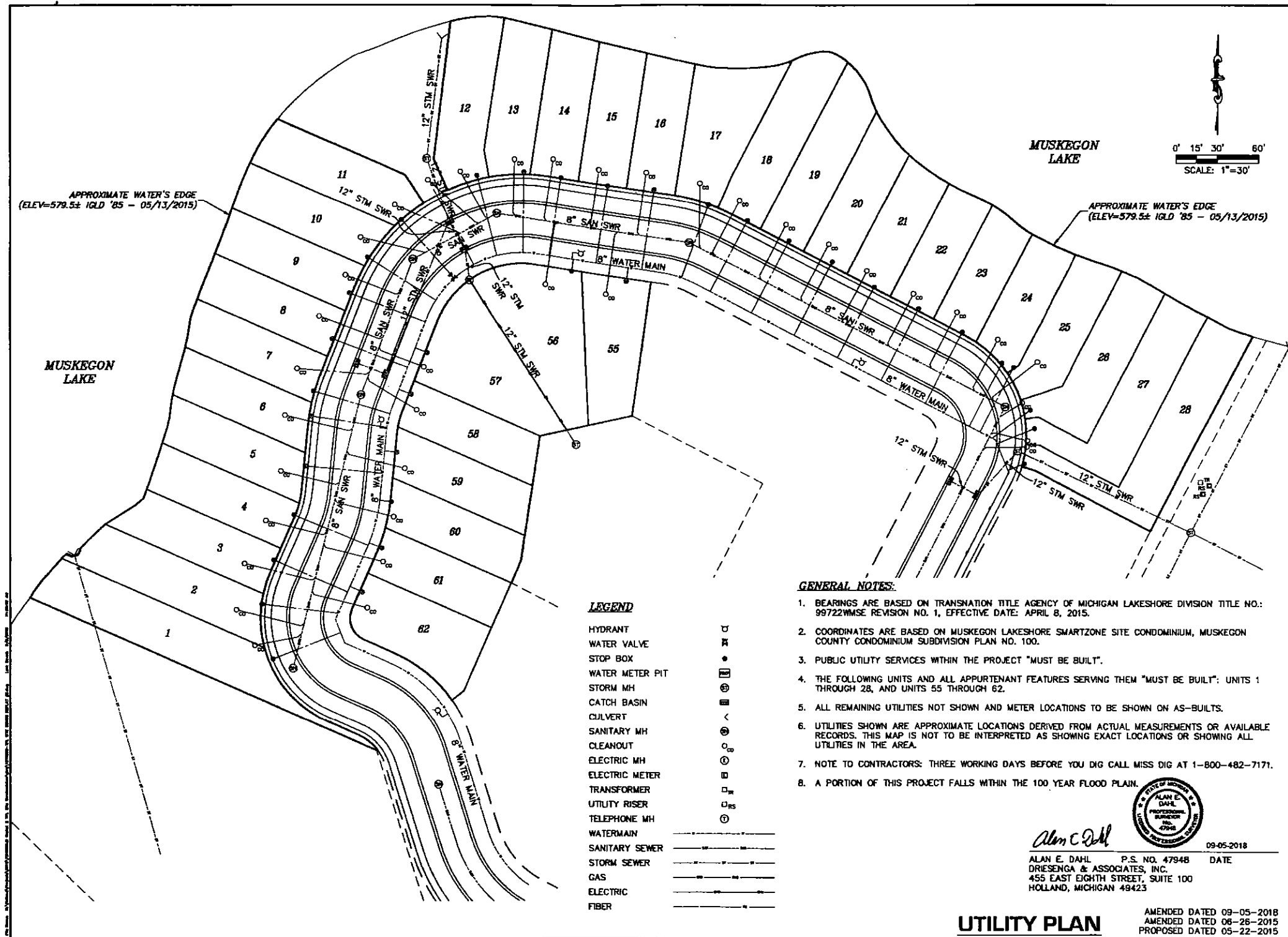
| REVISIONS         |
|-------------------|
| 1. Initial Design |
| 2. Final Design   |
| 3. Construction   |
| 4. As-Built       |
| 5. Final          |

TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 12, T10N, R14W, CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
725 W. WALTON AVE., SUITE 100  
MUSKEGON, MICHIGAN 49840

SITE PLAN

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APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

**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 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 28, AND UNITS 55 THROUGH 62.
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  
DRIESEN & ASSOCIATES, INC.  
455 EAST EIGHTH STREET, SUITE 100  
HOLLAND, MICHIGAN 49423



09-05-2018

**UTILITY PLAN**

AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

**DRIESEN & ASSOCIATES, INC.**  
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200-544-1400  
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200-544-1500

| REVISIONS     |
|---------------|
| 1. 05-22-2015 |
| 2. 06-26-2015 |
| 3. 09-05-2018 |

TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 14, TION TOWNSHIP, MUSKEGON CO.  
2500 W. WALTON AVE., SUITE 100  
MUSKEGON, MICHIGAN 49840

**UTILITY PLAN**

1"=30'  
05-22-2015  
1210380.5  
7 of 8

NOTE: OHWM ELEVATION=581.5 (IGLD '85)

100 YEAR FLOODPLAIN ELEVATION:  
583.3 (IGLD '85) = 584.0 (NGVD '29)

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

100 YEAR FLOODPLAIN ELEVATION:  
583.3 (IGLD '85) = 584.0 (NGVD '29)

MUSKEGON  
LAKE

0' 15' 30' 60'  
SCALE: 1"=30'

APPROXIMATE WATER'S EDGE  
(ELEV=579.5± IGLD '85 - 05/13/2015)

MUSKEGON  
LAKE

TERRACE POINT  
CIRCLE

TERRACE POINT  
CIRCLE

TERRACE POINT  
DRIVE

# GENERAL NOTES:

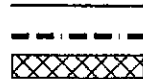
1. BEARINGS ARE BASED ON TRANSACTION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION TITLE NO.: 99722WMS REVISION NO. 1, EFFECTIVE DATE: APRIL 8, 2015.
2. COORDINATES ARE BASED ON MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM, MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100.
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7. 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.

## LEGEND

LIMITS OF OWNERSHIP

100 YEAR FLOODPLAIN LINE

FLOOD PLAIN AREA



Alan E. Dahl

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

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

## FLOODPLAIN PLAN

AMENDED DATED 09-05-2018  
AMENDED DATED 06-26-2015  
PROPOSED DATED 05-22-2015

**DRIESENGA & ASSOCIATES, INC.**  
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Grand Rapids, MI • 616-395-0000  
Detroit, MI • 313-395-0000  
www.driesenga.com

| REVISIONS         |
|-------------------|
| 1. Initial Design |
| 2. Final Design   |
| 3. Construction   |
| 4. As-Built       |

TERRACE POINT LANDING SITE CONDOMINIUMS  
SEC. 18, T10N, R10W CITY OF MUSKEGON, MUSKEGON CO.  
TERRACE POINT LANDING, LLC  
75 W. WALTON AVE., SUITE A  
MUSKEGON, MICHIGAN 49440

FLOODPLAIN PLAN

1"=30'  
05-22-2015  
1210390.9  
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