



**CONSOLIDATING MASTER DEED
QUARRY DUNES CONDOMINIUM**

(Act 59 of 1978, as Amended)

This Consolidating Master Deed is made and executed this 11th day of April, 2017, by Quarry Dunes Association, a Michigan non-profit corporation (the "Association"), whose address is c/o 6789 S. Lakeshore Drive, Harbor Springs, Michigan, 49740, in pursuance to the provisions of the Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

3A

Whereas the Quarry Dunes Condominium (the "Condominium") was created upon the recording of its Master Deed (the "Master Deed"), on May 10, 1999, at Liber 686, Page 22, Emmet County Records, and known as Emmet County Condominium Subdivision Plan No. 202, which Master Deed was re-recorded on May 24, 1999, at Liber 687, page 799, Emmet County Records, was amended by a First Amendment to the Bylaws recorded on March 20, 2003, at Liber 949, page 601, Emmet County Records, was amended by a First Amendment to the Master Deed recorded on March 28, 2003, at Liber 953, page 140, Emmet County Records, and was amended by a Second Amendment to the Master Deed recorded on September 8, 2016, at Liber 1188, page 228, Emmet County Records;

Whereas the Association wishes to amend its condominium documents to remove unnecessary provisions, to remove and clarify inconsistent provisions, to take advantage of subsequent modifications to the Act, to conform to actual practice and to consolidate previous amendments;

Whereas Article XI of the Master Deed allows for the amendment of the condominium documents with the consent of not less than 66-2/3% of the Co-owners;

Whereas more than the required 66-2/3% of the Co-owners have consented to this amendment; and,

Whereas mortgagees are not entitled to vote on this amendment as provided for in Sections 90 and 90(a) of the Act;

The Association, by recording this Consolidating Master Deed, together with the Condominium Bylaws attached hereto marked Exhibit A and together with the existing Condominium Subdivision Plan attached as Exhibit B to the original 1999 Master Deed, hereby confirms Quarry Dunes as a condominium project under the Act and on the lands described in Article 2 below and does declare that the Condominium and the Units therein shall hereafter be held, conveyed, occupied, and otherwise used subject to the provisions of the Act and to the conditions, restrictions and affirmative obligations set forth in this Master Deed and its Exhibits

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NEIL



A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to any persons acquiring or owning an interest in the Condominium, their grantees, successors and assigns. In furtherance of the establishment and continued administration of the Condominium, it is provided as follows:

**ARTICLE 1
TITLE AND NATURE**

This Condominium Project shall be known as Quarry Dunes. The Project consists of 6 Units, the number, location, boundaries, dimensions and area of which are depicted in the Condominium Subdivision Plan. The Units are for residential purposes only. Each Unit is capable of individual utilization by reason of having its own entrance to a General Common Element and access to a public roadway. Each Co-owner in the Project shall have a particular and exclusive property right to their Unit and the Limited Common Elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Consolidating Master Deed. Quarry Dunes is an established condominium; all phases and amenities have been completed, all Units have been sold to purchasers other than the initial Developer, and the Project is not subject to further phases. Dwellings have been constructed on each of the six Units.

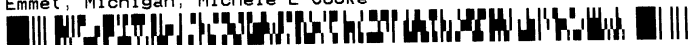
**ARTICLE 2
LEGAL DESCRIPTION**

The real property on which the Condominium is situated and established by this Master Deed is particularly described as follows:

PREMISES SITUATED IN THE TOWNSHIP OF RESORT, COUNTY OF EMMET AND STATE OF MICHIGAN, TO-WIT:

PART OF SECTION 8, T34N, R6W, RESORT TOWNSHIP, EMMET COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 8, T34N, R6W, EMMET COUNTY MICHIGAN; THENCE ALONG THE EAST LINE OF SECTION 8, NORTH 1 DEGREE 20'17" EAST 1839.39 FEET; THENCE NORTH 88 DEGREES 39'43"W 1204.35 FEET TO THE PLACE OF BEGINNING; THENCE 48.84 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, RADIUS 400.00 FEET, DELTA 6 DEGREES 59'45", CHORD SOUTH 13 DEGREES 22'47"W 48.81 FEET; THENCE 189.49 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, RADIUS 368.85 FEET, DELTA 29 DEGREES 26'05", CHORD S 24 DEGREES 35'58"W 187.41 FEET; THENCE SOUTH 39 DEGREES 19'00"W 212.61 FEET; THENCE 216.96 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, RADIUS 350.00 FEET, DELTA 35 DEGREES 31'00", CHORD S 57 DEGREES 04'30"W 213.50 FEET; THENCE S 74 DEGREES 50'00"W 155.76 FEET; THENCE 169.38 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT RADIUS 241.44 FEET, DELTA 40 DEGREES 11'41", CHORD S 54 DEGREES 44'10"W 165.93 FEET; THENCE 299.58 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, RADIUS 300.00 FEET, DELTA 57 DEGREES 12'55", CHORD S 63 DEGREES 14'47"W 287.29 FEET; THENCE N 88 DEGREES 08'46"W 247.26 FEET; THENCE N 33 DEGREES 55'00"E 181.46 FEET; THENCE N 65 DEGREES 40'39"E 347.25 FEET; THENCE N 48 DEGREES 55'01"E 604.20



FEET; THENCE N 34 DEGREES 49'42"E 240.03 FEET; THENCE S 54 DEGREES 14'59"E 224.90 FEET TO THE PLACE OF BEGINNING;.

and also including the easement rights appurtenant to the land described above as may be provided in the Declaration, as amended.

ARTICLE 3 DEFINITIONS

In addition to any definitions contained within the Act or elsewhere within the Condominium Documents, the following terms shall be defined as follows:

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

Association. "Association" means Quarry Dunes Association, a non-profit Corporation organized under the laws of the State of Michigan to administer the Condominium.

Bylaws. "Bylaws" or "Condominium Bylaws" mean Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners. The Condominium Bylaws shall also serve as the corporate bylaws of the Association.

Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4.

Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits A and B hereto and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Condominium.

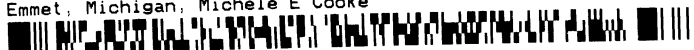
Condominium Premises. "Condominium Premises" or "Premises" means and includes the land described in Article 2 above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

Condominium Project. "Condominium Project", "Condominium" or "Project" means Quarry Dunes Condominium as an approved Condominium Project established in conformity with the provisions of the Act.

Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B attached to the 2016 Second Amendment to Master Deed.

Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Quarry Dunes as a completed Condominium Project and shall reflect the entire land area in the Condominium Project and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Emmet County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more



Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Declaration. "Declaration" means the Declaration of Easements, Covenants, Conditions and Restrictions of The West Bay Harbor Community, recorded in Liber 537, Pages 671 through 701; First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 544, Pages 430 through 443; Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 550, Pages 778 through 780; Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 551, Pages 800 through 821; Fourth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 554, Pages 861 through 889; Fifth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 556, Pages 511 through 538; Sixth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 561, Pages 509 through 514; Seventh Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 562, Page 527 through 534; Eighth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 562, Pages 744 through 746; Ninth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 565, Pages 1 through 22, Emmet County Records; Tenth Amendment To Declaration of Easements, Covenants, Conditions and Restrictions for The West Bay Harbor Community, dated August 30, 1996, and recorded September 12, 1996, in Liber 583, Page 928, Emmet County Records; Eleventh Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for The West Bay Harbor Community, dated February 28, 1997, and recorded March 3, 1997, in Liber 596 Page 540, Emmet County Records; Thirteenth Amendment to Declaration of Easements, Covenants, Covenants, Conditions and Restrictions for The West Bay Harbor Community, dated May 1, 1997, and recorded May 27, 1997, in Liber 603, Page 417, Emmet County Records; Fifteenth Amendment To Declaration of Easements, Covenants, Conditions and Restrictions for The West Bay Harbor Community, dated October 15, 1997 and recorded October 23, 1997, in Liber 617, Page 982, Emmet County Records; Sixteenth Amendment to Declaration of Easements, Covenant, Conditions and Restrictions for The West Bay Harbor Community, dated May 7, 1998, in Liber 641, Page 203, Emmet County Records; and as may subsequently be amended by Bay Harbor Company, L.L.C., a Michigan limited liability company ("Declarant"), as the Declarant under the Declaration.

Expenses of Administration. "Expenses of Administration" include all costs incurred in the operation and maintenance of the Condominium Project as further provided by the Condominium Documents.

Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in the Project, as the same may be described in Article 5 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE 4 COMMON ELEMENTS

The Common Elements of the Project and the respective use and responsibilities for



maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article 2 above, including the roads located within the Condominium, and other common areas, if any, not identified as Limited Common Elements.

(b) Electrical. The electrical transmission lines and transformers throughout the Project, up to the point at which service leads leave the transformer to provide connections for service of Units and dwellings.

(c) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(d) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(e) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(f) Storm Drainage System. The storm water drainage system throughout the Project.

(g) Sidewalks. The sidewalks, if any, contained within the road right of ways in the Project.

(h) Sanitary Sewer System. The sanitary sewer system throughout the Project up to the point of lateral connection for service to Units and dwellings.

(i) Water Service System. The water service system and water mains throughout the Project up to the point of lateral connection for service to Units and dwellings.

(j) Sprinkler System. Any sprinkler system(s) installed to serve General Common Element lawn areas.

(k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Association makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. The Limited Common Elements are:



(a) Utility Service Lines. Any utility service lines from the point that they leave a common main line to service a single Unit.

(b) Driveways and Walks. The driveways (the portion of which nearest the road right of way being shared by each pair of adjoining Units) and walks appurtenant to each Unit.

(c) Decks and Patios. Any decks or patios appurtenant to a Unit.

(d) Air Conditioner Compressors and Pads. Any air conditioner compressors and pads appurtenant to a Unit.

(e) Other. Any other improvement or appurtenance outside of a Unit that is identified as a Limited Common Element on the Condominium Subdivision Plan, unless otherwise described in this Master Deed.

Section 3. Use. The use of the Common Elements shall be limited as follows:

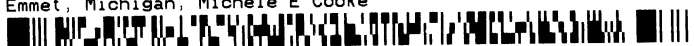
(a) General Common Elements. Subject to the rights of the other Co-owners, each Co-owner may use the General Common Elements for the use intended as set forth in this Master Deed and its Exhibits. No Co-owner shall use the General Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner.

(b) Limited Common Elements. The use of the Limited Common Elements assigned to or appurtenant to a Unit shall be limited to the Co-owner of the respective Unit (except that the portion of each driveway that is shared by each pair of adjoining Units may be used by the Co-owners of both of the adjoining Units).

Section 4. Responsibility. The cost of maintenance, decoration, repair and replacement of the Common Elements shall be as follows:

(a) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary. Any additional services performed by the lawn service or landscaping company at the request of individual Co-owners will be charged separately to the requesting Co-owner.

(b) Limited Common Elements. The Association shall be responsible for the maintenance (including snow removal), repair and replacement of the Limited Common Element driveways. The Association shall be responsible for the snow removal from the Limited Common Element walkways. Otherwise, each Co-owner shall be responsible for the cost of maintenance, repair and replacement of the Limited Common Elements appurtenant to their Unit. If a Co-owner fails to maintain their Limited Common Elements to the standard deemed necessary by the Board of Directors, in the Board's sole and absolute discretion, the Board may have the necessary maintenance, repair or replacement of the Limited Common Elements performed and may assess the cost to the Co-owner as an expense of administration. Failure to pay such an assessment will subject the Co-owner to all remedies and liabilities set forth in the Condominium Documents, including, without limitation, those described in Article 2 and Article 14 of the Condominium Bylaws.



ARTICLE 5 UNITS

Section 1. Description of Units. The Condominium consists of six residential Units. Each Unit, together with and inseparable from its appurtenant share of the Common Elements, shall be a sole property subject to ownership, mortgaging, taxation, possession, sale and all types of judicial acts, independent of the other Units. The size, location, area and boundaries of each Unit in the Condominium are described in the Condominium Subdivision Plan attached as Exhibit "B". Each Unit shall include all that space contained within the Unit boundaries, all as shown on the Plan and delineated with heavy black outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

An undivided interest in the General Common Elements and in any Limited Common Elements shall be, and hereby is, allocated to each Condominium Unit, which interest shall be proportionate to the Percentage of Value assigned to that Unit.

Section 2. Percentage of Value. The total percentage of value of the Condominium is one hundred (100%) percent. Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the six Units are equal (16 and 2/3rds%).

The Percentage of Value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The Percentage of Value allocated to each Unit may be changed only with the consent of all affected Co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article 9 hereof.

Section 3. Use of Units. Except as provided for in the Act or elsewhere in the Condominium Documents, the right to the use of a Unit shall be exclusive to the Co-owner of that Unit.

Section 4. Responsibility for Units. Except as specifically provided for in this Master Deed, the responsibility for the maintenance, decoration, repair and replacement of the dwelling constructed within a Unit shall be the responsibility of the Co-owner of that Unit. The responsibility for the maintenance, repair and replacement of the furniture, plumbing and electrical fixtures and other improvements and personal property located within a Unit shall be the responsibility of the Co-owner of that Unit. Each Co-owner shall be responsible for the cost of the utilities servicing their Unit.

Each Co-owner shall be responsible for and bear the costs of maintenance, repair and replacement of all landscaping installed in their respective Units and yard areas.

If a Co-owner fails to maintain the dwelling and/or other improvements upon their Unit to the standard deemed necessary by the Board of Directors, in the Board's sole and absolute discretion, the Board may have the necessary maintenance, repair or replacement of the dwelling and/or other improvements upon their Unit performed and may assess the cost to the Co-owner as an expense of administration. Failure to pay such an assessment will subject the

Co-owner to all remedies and liabilities set forth in the Condominium Documents, including, without limitation, those described in Article 2 and Article 14 of the Condominium Bylaws.

Notwithstanding the above, the exterior of the dwellings constructed within each Unit (including the shingles on each roof and including the overhead garage doors, but excluding the repair and replacement of windows and front entry doors) shall be maintained and repaired by the Association. The exterior appearance of the dwellings, the Units and appurtenant Limited Common Elements, to the extent visible from any other dwelling, Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association shall not be responsible for performing any other maintenance; repair or replacement with respect to dwellings and their appurtenances except as otherwise provided for herein.

Notwithstanding the above, A Co-owner shall be responsible for the cost of repair of any damage to a Common Element or to a Unit caused by the negligence and/or intentional acts of the Co-owner, their family or guests.

The Association may, acting through its Board of Directors, recommend that each Co-owner perform certain improvements, or take certain precautions, to their Unit in order to reduce the chance of damage or casualty in the future. For example, the Board of Directors may recommend that a Co-owner install a certain amount of insulation in order to reduce the chance of water damage from ice dams or the Association may require the installation of gutters, gutter shields or ice prevention systems. The Association will not be responsible for the cost of repair of any damage resulting from (including damage to interior improvements or contents), in the sole opinion of the Board of Directors, Co-owner neglect, inadequate Co-owner maintenance or the failure of the Co-owner to perform an improvement, or take a precaution, recommended by the Board of Directors. The Association will not be responsible for any deductible expense incurred as a result of a property and/or casualty claim involving a Unit if the Board of Directors, in its sole opinion, determines that the claim was due to Co-owner neglect, inadequate Co-owner maintenance or the failure of the Co-owner to perform an improvement, or take a precaution, recommended by the Board of Directors. Instead, the Co-owner of the subject Unit shall be responsible for the cost of repair and the deductible expense incurred.

ARTICLE 6 EASEMENTS

Section 1. Easement for Maintenance of Encroachment and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium



Premises for utility purposes, telecommunications purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 3. Easements for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit within the Project. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 5. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Township of Resort, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by Township of Resort service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Temporary License for Golfers to Enter Unit. If any person is golfing on the Bay Harbor Golf Course strikes a golf ball onto a Unit, that golfer will have a temporary license to enter onto that Unit, but only to the extent reasonably necessary to permit that golfer to retrieve or to play that golf ball; and in no event may any golfer enter onto any portion of any unit to strike a golf ball from any area that has been landscaped or that is within 20 feet of any dwelling and in no event may any golf carts enter onto any Unit.



**ARTICLE 7
PARTY WALL**

Section 1. Party Wall. The wall partition, if any, which is built as a part of the original construction of any building or buildings and placed on the boundary line between the Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. The costs of reasonable structural repair and structural maintenance of the party wall shall be shared equally by the Co-owners sharing the use of such party wall. The cost of maintenance and repair of the party wall, including, without limitation, such attachments, electrical outlets and other installations, shall be borne solely by the Co-owner who makes use of or solely benefits from such installations.

Section 3. Destruction of Wall. If the party wall is damaged or destroyed by fire or other casualty, either or both of the adjoining Co-owners shall restore the wall to substantially its condition prior to such casualty, and the expense of such restoration shall be borne by both of such Co-owners in equal shares.

Section 4. Co-owner Responsibility for Repair. In the event the party wall is damaged or destroyed through the act or omissions of a Co-owner or any of its agents, employees, guests, family or invitees (whether or not such act or omissions is negligent or otherwise culpable) so as to deprive the adjoining Co-owner of the full use and enjoyment of such wall, then the Co-owner causing such damage shall forthwith proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction, and such responsible Co-owner shall bear the entire expense thereof including, if applicable, the expense of restorations of the exterior, including damaged attachments, of the party wall benefiting the other Co-owner.

Section 5. Right of Contribution. The right of any Co-owner to contribution from any other Co-owner under this Article shall be appurtenant to the land and shall pass to such Co-owner's successors in title.

Section 6. Modification of the Party Wall. In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, any Co-owner proposing to modify, make additions to or rebuild improvements in their Unit in any manner which requires any alteration of the party wall shall first obtain the written consent of the adjoining Co-owner to such modification of the party wall.

Section 7. Easement. Each Co-owner shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of the adjoining Co-owner's Unit.

**ARTICLE 8
WEST BAY HARBOR COMMUNITY, RIGHTS OF
BAY HARBOR COMMUNITY, L.L.C., AND
BAY HARBOR YACHT CLUB**

Section 1. Declaration. The Project is subject to and benefited by privileges, easements, charges and fees as set forth in the Declaration of Easements, Covenants, Conditions and Restrictions, as amended and as may be amended by the Declarant pursuant to



the rights reserved to the Declarant in the Declaration defined in Article 3 of this Master Deed. Co-owners and the Association shall be responsible for all assessments levied by The West Bay Harbor Community Association in the manner provided for in the Declaration.

Section 2. West Bay Harbor Community. The Association shall be a member of the West Bay Harbor Community Association ("WBHCA") as provided for under the Declaration. Under the terms of the Declaration, no individual Co-owner is a member of WBHCA.

(a) The Association shall be responsible for payments of the dues and assessments payable to WBHCA under the Declaration.

(b) These payments shall be expenses of administration as provided under the Bylaws and the Act.

Section 3. Development and Operation Agreement. The Condominium Project shall be subject to the terms of the Development Agreement, Operation Agreement, Grant of Easements and Right of First Offer as recorded in Liber 565, Page 7, Emmet County Records.

Section 4. Maintenance. Compatibility. The Project must be administered in a first-class manner that is compatible with the administration of the West Bay Harbor Community and the administration of other condominium projects that have been established at Bay Harbor. Bay Harbor Company, L.L.C. and the West Bay Harbor Community Association may enforce this provision in the same manner as the Association and any Co-owner may, as provided under this Master Deed, the Bylaws and the Act.

Section 5. Bay Harbor Company Rights. Beginning as of the date that the Master Deed is recorded with the Emmet County Register of Deeds and continuing as long as Bay Harbor Company, L.L.C. continues to offer for sale or holds an option or other enforceable purchase interest in land that is located within five and one-half miles of the Project, the Master Deed may not be amended or modified in any manner (other than technical corrections) and the Project established pursuant to the Master Deed may not be terminated, without the prior written consent of Bay Harbor Company, L.L.C., which consent Bay Harbor Company, L.L.C. may withhold in its sole discretion.

Section 6. Bay Harbor Yacht Club. The Bay Harbor Yacht Club is a private member equity yacht club located within the Bay Harbor community. The Yacht Club includes a clubhouse with a fitness center, a swimming pool, tennis courts and a beach. A regular membership in the Yacht Club is required of every Owner of a Unit. Membership is subject to all of the rules and regulations set forth in the Yacht Club's Membership Plan.

ARTICLE 9 AMENDMENTS

This Master Deed and its Exhibits may be amended as in the following manner:

Section 1. Amendments. Except as expressly limited by this Master Deed or by the Act, the Master Deed and its Exhibits may be amended by the Association, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 2/3rds of the Co-owners and, when applicable, the mortgagees. A mortgagee shall have one vote for each mortgage held on any issue on which a mortgagee is entitled to vote as limited in Section 90(a)(9) of the Act.

Section 2. Limitation on Amendments. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article 5 hereof may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

Section 3. Consolidation and Subdivision. Subject to the prior written approval of the Association, and subject to the then applicable zoning ordinance, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment to this Master Deed.

Section 4. Termination of Project. The Condominium Project may only be terminated in accordance with Section 51 of the Act.

Dated: April 11, 2017.

Quarry Dunes Association,
a Michigan non-profit corporation

By: John M. Griffin
John M. Griffin, Its President

State of Michigan)
County of Emmet)

The foregoing instrument was acknowledged before me this 11th day of April, 2017, by John M. Griffin, the President of Quarry Dunes Association, a Michigan non-profit corporation, on its behalf.

Neil Marzella
Neil Marzella, Notary Public
Emmet County, Michigan
My Commission expires: 8/3/2017
Acting in Emmet County

Drafted By:
Neil Marzella, Attorney
P.O. Box 808
Harbor Springs, MI 49740

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Rec Fee: \$30.00 Doc Type: CMDCON
Emmet, Michigan, Michele E Cooke

