

C/L RENNIE SCHOOL RD. (66')(PUBLIC)

NORTH LINE SEC. 5

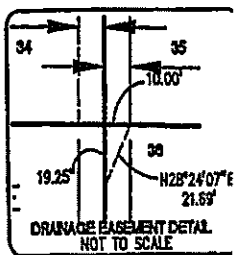
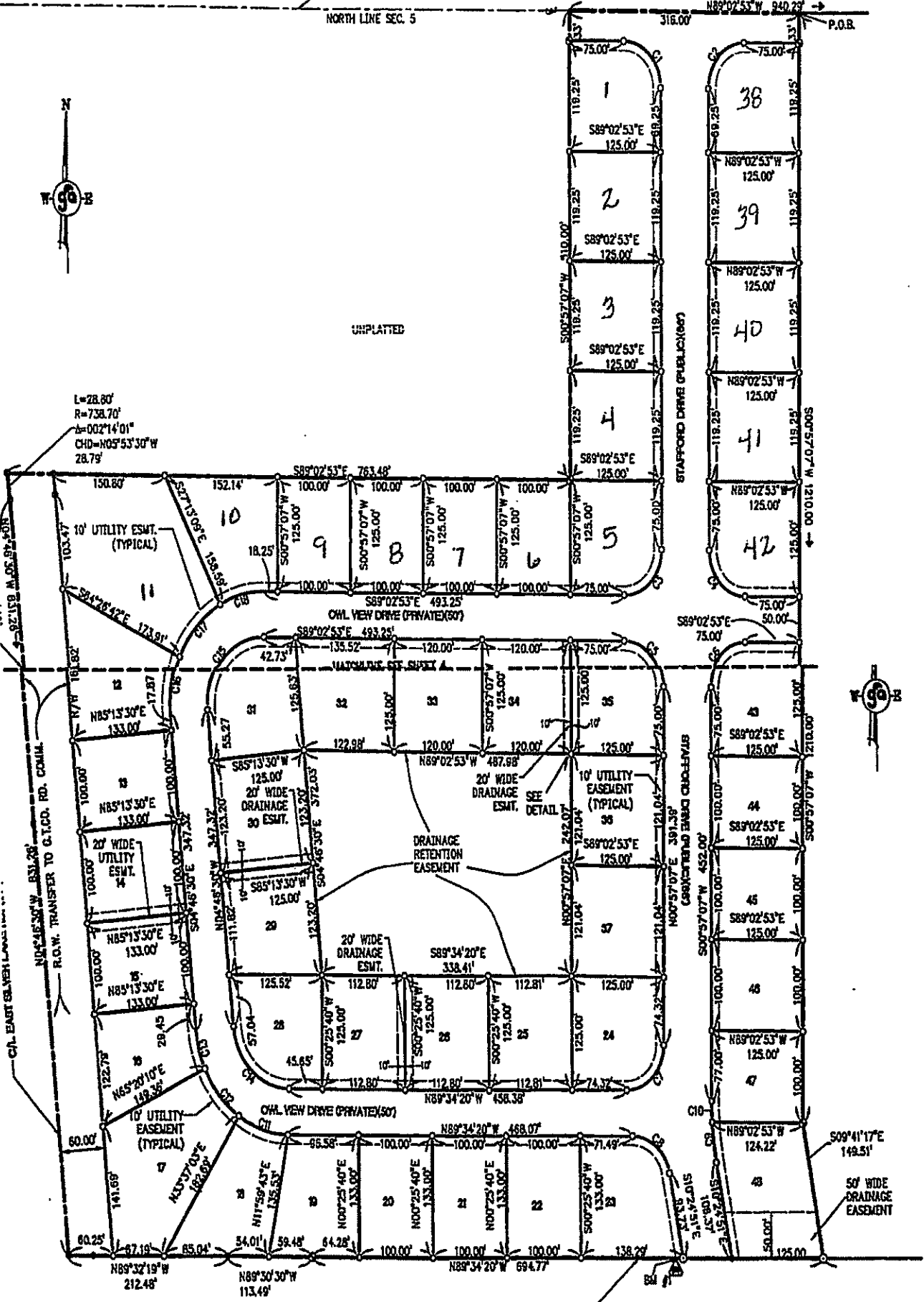
N89°02'53"W 940.29'

P.O.B.



UNPLATTED

L=28.80'  
R=738.70'  
Δ=002°14'01"  
CHD=N05°53'30"W  
28.79'

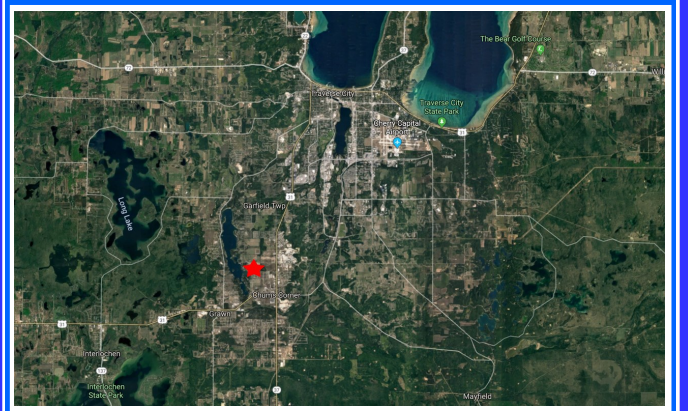


NORTH 1/8 LINE SEC. 5



# Lot Information & Pricing

LOT #	PRICE	APPROX. ACRES	LOT #	PRICE	APPROX. ACRES	LOT #	PRICE	APPROX. ACRES
1	\$45,000	0.32	17	<b>SOLD</b>	0.51	33	<b>SOLD</b>	0.34
2	<b>SOLD</b>	0.34	18	<b>SOLD</b>	0.34	34	<b>SOLD</b>	0.34
3	<b>SOLD</b>	0.34	19	<b>SOLD</b>	0.33	35	<b>SOLD</b>	0.34
4	<b>SOLD</b>	0.34	20	\$45,000	0.30	36	<b>SOLD</b>	0.34
5	<b>SOLD</b>	0.34	21	<b>SOLD</b>	0.30	37	\$45,000	0.34
6	<b>SOLD</b>	0.28	22	\$45,000	0.30	38	<b>SOLD</b>	0.32
7	<b>SOLD</b>	0.28	23	<b>SOLD</b>	0.37	39	<b>SOLD</b>	0.34
8	<b>SOLD</b>	0.28	24	<b>SOLD</b>	0.34	40	<b>SOLD</b>	0.34
9	<b>PENDING</b>	0.28	25	<b>SOLD</b>	0.32	41	<b>SOLD</b>	0.34
10	<b>SOLD</b>	0.34	26	<b>SOLD</b>	0.32	42	<b>SOLD</b>	0.34
11	<b>SOLD</b>	0.68	27	<b>SOLD</b>	0.32	43	<b>SOLD</b>	0.41
12	<b>SOLD</b>	0.40	28	<b>SOLD</b>	0.32	44	\$45,000	0.28
13	\$45,000	0.30	29	\$45,000	0.33	45	<b>SOLD</b>	0.28
14	\$45,000	0.30	30	\$45,000	0.35	46	\$45,000	0.28
15	\$45,000	0.30	31	<b>SOLD</b>	0.34	47	<b>SOLD</b>	0.28
16	\$45,000	0.30	32	<b>SOLD</b>	0.34	48	<b>SOLD</b>	0.42



**Directions:** US 31S to West on Rennie School Road to Stafford Meadows or East Silver Lake Road to Rennie School Road to Stafford Meadows



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*Those Schaub's*  
*"Clients First"*

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B. Building Restrictions

1. All improvements located within a Unit shall be of exterior design, materials, workmanship, and quality as to be harmonious with other homes and improvements in the Condominium Project and, in addition, are suitably located with respect to the topography of the Unit and finish grad elevations. All wood exteriors shall be properly stained or painted. The exterior siding may be of such other textures, colors, or materials that maybe approved by the Committee in advance (with natural, rustic, earth-tones and flat finishes preferred). No aluminum siding, 4' x 8', or 4' x 9' plywood siding (for example, textured 1 1 1 pattern and reverse board and batten) shall be permitted. Vinyl siding may be allowed provided that Committee approval is received in advance before the siding is installed. Aluminum and vinyl may be used for gutters, downspouts, and soffets. Roofing materials shall be a dark, neutral color (white and red roofs not qualifying as such), unless approved in advance by the Committee.
2. One story homes shall not be less than 1,450 square feet of enclosed living area, which shall not include decks, porches, or garages. One and one-half and two story dwellings shall not be less than 1,000 square feet of enclosed living area, which shall not include decks, porches, or garages. Each Unit must have an attached garage to the main dwelling.
3. One detached structure of not more than 225 square feet (including without limitation sheds whether affixed to the land or not) shall be permitted, provided it is finished in the same manner and with the same materials as the dwelling. Construction and location of all detached structures within a Unit shall require advance approval of the Committee using the procedures set forth herein.
4. No mobile home, double wide, or modular home shall be placed, stored, occupied, constructed or installed upon any Unit. This restriction shall apply to so-called "manufactured" homes.
5. Not more than one (1) single family residence shall be constructed upon any Unit. Guest quarters which are part of an attached garage (if allowed by local zoning) shall be permitted.
6. All exterior lighting shall be placed so as to direct light away from other Units.
7. Cutting of trees on a Unit shall be limited to 1/3 of the trees three inches in diameter or greater at the stump, once every five years. An exception shall be made for initial and subsequent construction as approved by the Committee.
8. No so-called "pole" building, metal storage sheds, or a above-ground pools shall be permitted, except upon approval of the Committee using the following standards. Pools, whether above or below ground, will be permitted upon advance approval of the Committee. Above ground pools shall be screened with wood, stone, or shrubbery, and must be harmonious with the appurtenant home and surroundings. One pool house not to exceed 6'

x 10' will be allowed provided it is constructed and installed next to the pool. All pool maintenance items will be stored in the pool house when not in use.

9. No fences shall be constructed in common areas. No fences shall be permitted in any Unit except that a 60" high decorative fence may be installed in the rear yards of a Unit, providing that the style and materials thereof are approved in advance by the Architectural Control Committee or the Association.
10. Kennels not to exceed six feet in height and 120 square feet may be erected at the rear of a dwelling. The style and materials of any kennel must be approved in advance by the Architectural Control Committee or the Association.
11. No satellite dishes or antennae shall be permitted unless approved by the Architectural Control Committee.
12. Since each Unit will be serviced with natural gas, no fuel storage-tanks shall be permitted.
13. All utilities lines, conduits and piping shall be installed below ground.

## ARTICLE VII

### RESTRICTIONS

#### A. Use Restrictions

1. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner set forth herein.
2. Domestic pets may be kept. No farm animals of any kind may be kept. Any pets kept in the Condominium shall have such care and restraint as not be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the General Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the property. The Board of Directors may adopt reasonable rules and regulations regarding pets, and shall have

the authority to require removal of offensive or dangerous animals from the Condominium. No commercial breeding of domestic pets shall be allowed.

3. Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. All recycling containers will be kept in-doors except during days for scheduled pickup and removal of the contents. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the General Common Elements, except for such short periods of times as may be reasonably necessary for construction. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.
4. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.
5. No abandoned, unlicensed, or junk vehicles of any kind, and no unlicensed house trailers, commercial vehicles, boat trailers, boats, camping vehicles, snowmobiles, snowmobile trailers, recreational vehicles, automobiles, motorcycles or ATVs may be kept outdoors in any Unit or any Common Elements. During the immediate season for which its use is intended, a Co-owner may park one at a time at his/her Unit any of the following: boat with trailer, camper or camping trailer, motorcycle or ATV trailer combination, recreational vehicle or snowmobile trailer combination. One additional automobile will be permitted to be parked outside the garage in a Unit, provided it is legally licensed to the Unit Co-owner or invitee. In all cases involving the preceding items, the "vehicle" must be parked no closer to the front (or street-side) of a Unit than the leading plane (front side) of the garage. All motorcycles, snowmobiles, ATVs, and similar recreational vehicles shall be kept on a trailer or in the garage when not in use. During the off-season, all of the previously listed vehicles (except for the permitted additional automobile) will be removed and stored off of a Unit. At all times, the previously listed vehicles shall be kept in operational and orderly appearance.
6. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium, except as permitted by State hunting laws.
7. Motorcycles, ATVs, off-road vehicles, snowmobiles, and other similar powered vehicles are not allowed on any of the Limited or General Common Elements and may not be operated on any Unit in a manner that is loud, offensive, or dangerous to the neighbors. Mountain bicycles (unpowered) may be operated in the open spaces in a safe and responsible manner.

- B. Signs and Advertising. No signs or other advertising devices shall be permitted on the Units or on the Common Elements, other than one sign not greater than four square feet on each building face indicating the Co-owner's name and address. Not more than one "For Sale" sign is permitted per Unit, provided it does not exceed 9 square feet in size. Provided that Developer may place signs in such locations and of such types as it in its sole discretion deems necessary for marketing Units, during such period as Developer owns any Unit. Temporary signs for garage sales shall be permitted.
- C. Oil and Gas Development. All oil, gas, and mineral rights have previously been severed from the condominium property, and are reserved.
- D. Construction Phase. During the period of construction occurring within a Unit, the following regulations shall be followed:
1. Garages, basements, and unfinished homes (ie, where no occupancy permit has been issued) shall not be used as living quarters.
  2. Large vehicles, necessary for construction, shall be permitted on a Unit and its appurtenant limited common elements during the construction phase. Otherwise, dump trucks, tractors, commercial trucks, tractors and trailers, flatbed trailers, construction equipment, and other machinery shall not be permitted on any Unit and its appurtenant Common Elements.
  3. All construction must be completed within one year (12 months) from the date that the Committee signs the plans, as set forth herein, unless for good cause shown the Committee extends that period. All construction materials shall be removed and the Unit shall be in a clean and neat condition within 30 days, weather permitting, after the structure is ready for occupancy.
  4. Landscaping shall be completed within 12 months after occupancy. This shall be limited to grass seeding or sodding. It shall not include final walks, planters, ornamental shrubs, trees, or flowers. Each Unit shall have at least two trees with a 2" diameter placed in the front yard within one year of receipt of a certificate of occupancy.
  5. Except where impractical, the finish grade, shall be a minimum of seven inches (7") fall drop within the first ten (10') of the outside structure. This is more than the building code requires but is deemed necessary for surficial drainage within the Condominium.
  6. Except where impractical, all exterior basements and/or crawl spaces in the front of each dwelling, and on both sides to a dimension of fifteen feet (15') from the front corners, shall be exposed not less than eight inches (8") nor more than sixteen inches (16") from the final grade of topsoil. There shall be no exposed concrete greater than sixteen inches (16") from the final grade of topsoil, unless it is painted the same color as the siding or a tinted cement or plaster slurry coat is applied. In sites involving a walkout or daylight basements, due to extreme grade changes, "split face" or other decorative block or patterned poured concrete walls will be permitted to exceed the allowable exposed concrete area limitations.

- E. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors or its successors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of 2/3 of the Co-owners.
- F. Association's Rights of Access. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owners's Unit and all Limited Common Elements appurtenant thereto.
- G. Co-owner Maintenance. Each Co-owner shall maintain the Unit owned and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner as set forth herein.
- H. Prohibited Acts.
1. No change of any kind shall be made by a Co-owner to any Common Element without the express approval of the Board of Directors.
  2. No garbage (for example, but without limitation, paper, wood, tires) shall be burned or buried, nor allowed to accumulate, on any Unit or Common Element. Provided that brush, grass, and leaves may be burned out of doors so long as all local and state ordinances and laws are complied with. Burn barrels or other similar outdoor incinerators are prohibited.
  3. No Co-owner, invitee, guest, or contractor shall dispose of any chemical, toxic or hazardous substances on the Condominium Project or introduce such materials into any sewage treatment system contrary to local, state or federal law.

1. Reserved Rights of Developer.

1. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained herein shall apply to the commercial activities or signs or billboards of the Developer with respect to unsold Units owned by the Developer. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer.
2. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements, and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as Developer owns any Unit which Developer offers for sale, which right to enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VIII.

LEASING

- A. Before the Transitional Control Date, during the development and sales period the rights of a Co-owner, including the Developer, to rent any number of Condominium units shall be controlled by the provisions of the Condominium documents as recorded by the Developer and shall not be changed without Developer approval. After the Transitional Control Date, the Association may amend the Condominium documents as to the rental of Condominium units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or Condominium units that are owned or leased by the Developer.
- B. 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 or otherwise agreeing to grant possession of a Condominium unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation and the term of the proposed arrangement.



- C. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium documents of the Condominium Project and all leases and rental agreements shall so state.
- D. If the Association determines that the tenant or non-Co-owner occupant failed to comply with the conditions of the Condominium documents, the Association shall take the following action:
  - 1. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - 2. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-Co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium documents. The relief provided for 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.
- E. 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 Condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and 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:
  - 1. 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.
  - 2. Initiate proceedings pursuant to Paragraph D2.

#### ARTICLE IX

#### MORTGAGES

- A. Any Co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such unit that is not cured within sixty (60) days.



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2017C-00030  
STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
RECORDED 11:12:16 AM  
06/06/2017 PAGE 1 OF 2  
PEGGY HAINES REGISTER OF DEEDS

**SECOND AMENDMENT TO MASTER DEED**

For

**STAFFORD MEADOWS**

**Grand Traverse County Condominium Subdivision Plan No. 394**

**THIS SECOND AMENDMENT TO MASTER DEED** is made this 5<sup>th</sup> day of June 2017, by OTTC, LLC, a Michigan limited liability company, of 5161 Silver Pines Road, Traverse City, Michigan 49685 ("hereinafter referred to as the Developer");

**WITNESSETH:**

**WHEREAS**, the Developer caused the Master Deed for Stafford Meadows to be recorded July 22, 2015, at Document No. 2015C-00056, as amended by First Amendment to Master Deed recorded December 10, 2015, at Document No. 2015C-00084, Grand Traverse County Records ("Master Deed").

**WHEREAS**, the Developer wishes to amend the Condominium Bylaws, attached to the Master Deed as Exhibit "A", to permit fences within the Project, subject to its approval.

**WHEREAS**, Article XIV(D) of the Master Deed, reserves to the Developer the right to amend the Master Deed even if the amendment materially changes the rights of Co-Owners for specific purposes, including without limitation, the right to amend the Condominium Bylaws.

**NOW THEREFORE**, the Developer hereby amends the Master Deed as follows:

1. Article VI(B) of the Condominium Bylaws is hereby amended to replace subparagraph 9 to read as follows:

9. Subject to the restrictions contained in this paragraph, privacy fences are permitted to be constructed within a Unit with the written approval of the Developer. Any Co-Owner wishing to install a fence shall submit drawings to the Developer showing the location of the fence, description of materials being used and any other information requested by the Developer. Wooden fences are prohibited. No fencing shall be permitted in the front yard of the Units. For the purposes of this paragraph, the front yard shall be defined as the area running





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2019C-00045  
STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
RECORDED 10/01/2019 11:49:06 AM  
PEGGY HAINES REGISTER OF DEEDS  
PAGE 1 OF 3

**THIRD AMENDMENT TO MASTER DEED**

For

**STAFFORD MEADOWS**

**Grand Traverse County Condominium Subdivision Plan No. 394**

**THIS THIRD AMENDMENT TO MASTER DEED** is made this 18 day of Sept 2019, by OTTC, LLC, a Michigan limited liability company, of 5161 Silver Pines Road, Traverse City, Michigan 49685 ("hereinafter referred to as the Developer");

**WITNESSETH:**

**WHEREAS**, the Developer caused the Master Deed for Stafford Meadows to be recorded July 22, 2015, at Document No. 2015C-00056; as amended by First Amendment to Master Deed recorded December 10, 2015, at Document No. 2015C-00084; as amended by Second Amendment to Master Deed recorded June 6, 2017, at Document No. 2017C-00030, Grand Traverse County Records ("Master Deed").

**WHEREAS**, pursuant to Section 90(3) of the Michigan Condominium Act, the Developer reserved the right to amend the Condominium Bylaws without the consent of the Co-owners in Article XIV(D)(2) of the Master Deed.

**WHEREAS**, the Condominium Documents may be amended for a proper purpose, even if the amendment materially alters or changes the rights of Co-owners, mortgagees or other interested parties, with the approval of two-thirds (2/3) of the votes of the Co-owners entitled to vote and mortgagees.

**WHEREAS**, Section 90a of the Michigan Condominium Act limits the amendments that a mortgagee has the right to vote on.

**WHEREAS**, the Developer wishes to amend the Condominium Bylaws to modify restrictions on size of homes constructed in the Project.

**WHEREAS**, the Developer owns more than two-thirds (2/3) of the Units in the Project, and the amendments contained herein do not require the mortgagees to vote in accordance with Section 90a of the Michigan Condominium Act.

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