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2022C-00022
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED 05/16/2022 01:26:46 PM
PEGGY HAINES REGISTER OF DEEDS
PAGE 1 OF 22

**FIRST AMENDMENT TO MASTER DEED
OF
MEADOW VALLEY CONDOMINIUM**

4/22
This First Amendment to Master Deed is made this 10th day of May, 2022, by JHT Holdings Traverse City, LLC, an Ohio limited liability company, of c/o Wallick Communities, 160 West Main Street, Suite 200, New Albany, Ohio 43054 (the "Developer"), with respect to that certain Master Deed dated February 17, 2022 and recorded on February 22, 2022 at Document #2022C-00012, Grand Traverse County Register of Deeds (the "Master Deed"), on the terms and conditions set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Master Deed.

RECITALS

WHEREAS, Developer desires to make certain amendments and modifications to the Condominium Documents;

WHEREAS, Section 10 of the Master Deed sets forth the procedure to be followed in amending the terms of the Condominium Documents;

WHEREAS, as there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents; and

WHEREAS, the Developer hereby amends the Condominium Documents as hereinafter provided.

AMENDMENT

1. Amendment. Section 7.6(a) of the Condominium Bylaws shall be amended and restated in its entirety, as follows:

“(a) Floor Plan Options. The design of all residences within the Project shall be selected only from one (1) of the three (3) Floor Plan Options. Notwithstanding the foregoing or anything contained herein to the contrary: (i) the only Floor Plan Option that may be selected for Unit 1 of the Project shall be Cottage C; and (ii) Cottage C may not be selected for Units 2-4, 7-11, or 14-19. The Review Committee shall only approve plans that conform to one (1) of the three (3) Floor Plan Options.”

2. Amendment. Section 7.6(b) of the Condominium Bylaws shall be amended and restated in its entirety, as follows:

“(b) Construction Materials. Each residence shall be finished with wood, masonry (brick), stone or vinyl siding, including windows clad with either aluminum or vinyl. No aluminum siding or 4x8 or 4x9 plywood siding will be allowed. Roofs must be of shingle construction using cedar, standing seam metal, fiberglass, or asphalt shingles and must have a minimum pitch of 6/12. Driveways may be of brick or cement. Any fencing shall: (i) be constructed of wrought iron or powder coated aluminum; (ii) be no more than 5 feet in height; and (iii) have a natural bedding area underneath at least 24 inches wide (12 inches on either side of the fence). All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.”

3. Amendment. Section 8.4(b) of the Condominium Bylaws shall be amended and restated in its entirety, as follows:

“(b) Unit Rental. No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.”

4. Amendment. Section 8.4(f) of the Condominium Bylaws shall be amended and restated in its entirety, as follows:

“(f) Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture, a grill, and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit. Such furniture or other permitted personal property may be stored in place, provided such items are covered with fitted or custom covers specifically designed for offseason storage.”

5. Amendment. Section 10 of the Condominium Bylaws shall be amended and restated in its entirety, as follows:

“SECTION 10 LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased

for a period of less than six (6) months without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice. The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

(b) Investigation. The Owner will have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

(c) Legal Action. 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 non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-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 non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant."

6. Amendment. Section 13.1 of the Condominium Bylaws shall be amended and restated in its entirety, as follows:

"13.1 Covenant to Build. Each Owner of a Unit in the Condominium, by acceptance of a deed of conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner's Unit, in conformity with the

restrictions in the Condominium Documents, not later than twelve (12) months from the date on which the deed or contract is delivered to the Owner.”

7. Amendment. Schedule 1 attached to the Condominium Subdivision Plan is replaced in its entirety with Schedule 1 attached to this Amendment.

8. Effect. Except as otherwise expressly modified herein, all other provisions of the Master Deed, Condominium Bylaws and the Condominium Subdivision Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Master Deed is executed the day and year set forth above.

Remainder of page intentionally left blank. Signature contained on the following page.

DEVELOPER:

JHT Holdings Traverse City, LLC, an Ohio
limited liability company

By: Wallick Asset Management LLC, an
Ohio limited liability company, its sole
member


By: 
Michael A. DiCarlantonio
Its: Vice President

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 10 day of May, 2022, before me, a Notary Public in and for said County, appeared Michael A. DiCarlantonio, to me personally known, who being by me duly sworn, did say that he is the Vice President of Wallick Asset Management LLC, an Ohio limited liability company, the sole member of JHT Holdings Traverse City, LLC, an Ohio limited liability company, which executed the within instrument; that said instrument was signed and sealed on behalf of said company by proper authority, and said individual further acknowledged said instrument to be the free act and deed of said company.



Jean A. Clayton
Notary Public, State of Ohio
My Commission Expires:
06/19/2026

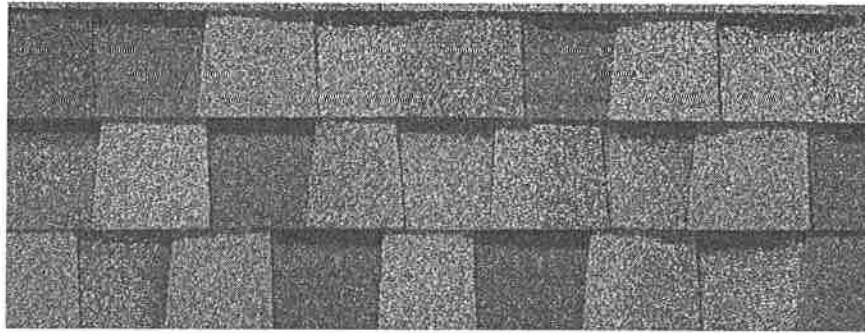

_____, Notary Public
Franklin County, Ohio
My commission expires: 6/19/2026
Acting in Licking County

This document drafted by and after recording return to: Gregory J. Donahue, Esq.
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900

Signature page of First Amendment to Master Deed.

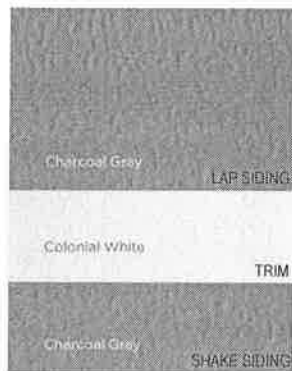
SCHEDULE 1 TO CONDOMINIUM SUBDIVISION PLAN

See attached.



ASPHALT SHINGLES: CERTAINTEED LANDMARK: WEATHERED WOOD, OR APPROVED EQUAL.

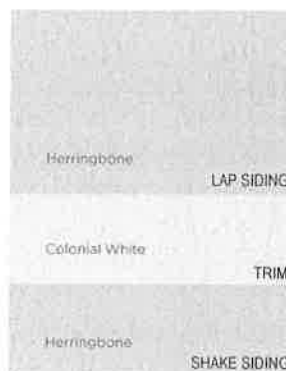
SIDING OPTION #1



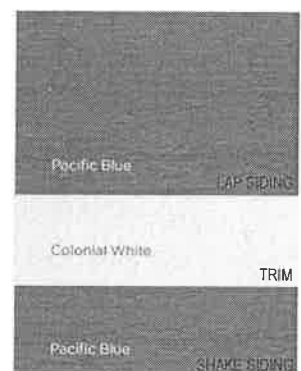
SIDING OPTION #2



SIDING OPTION #3



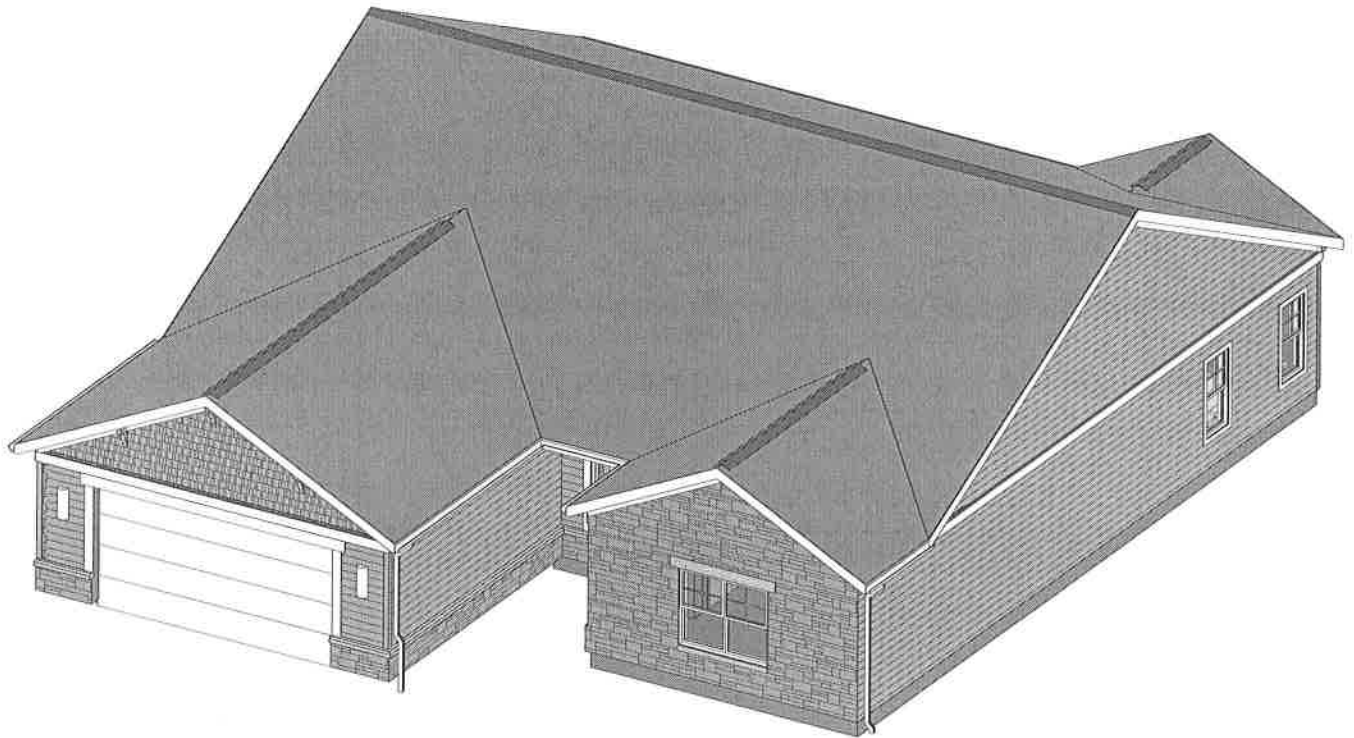
SIDING OPTION #4



VINYL SIDING: CERTAINTEED MONOGRAM D4 LAP SIDING / CEDAR IMPRESSIONS SHAKE SIDING OR APPROVED EQUAL.



STONE VENEER: QR STONE, COUNTRY LEDGESTONE: TIMBER RIDGE, OR APPROVED EQUAL.



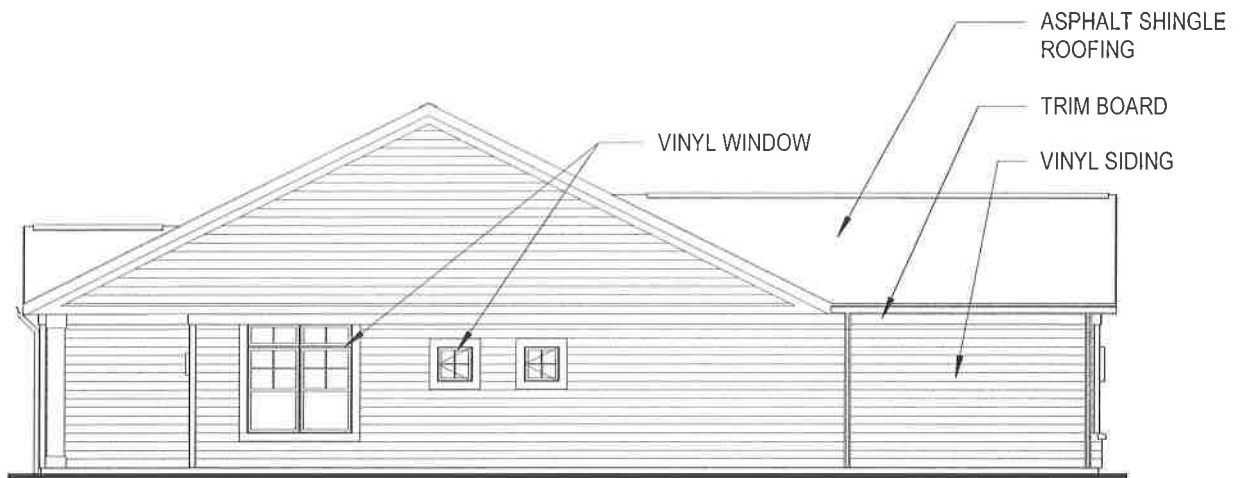
The following units shall have an additional side elevation finished with the same 2' stone veneer finish as shown on the front elevation:

- Unit 1: North (side) elevation
- Unit 5: West (side) elevation
- Unit 6: North (side) elevation
- Unit 12: Northwest (side) elevation
- Unit 13: Northeast (side) elevation
- Unit 20: North (side) elevation



COTTAGE A - THE FRANCIS
THE COTTAGES AT MEADOW VALLEY
TRAVERSE CITY, MICHIGAN





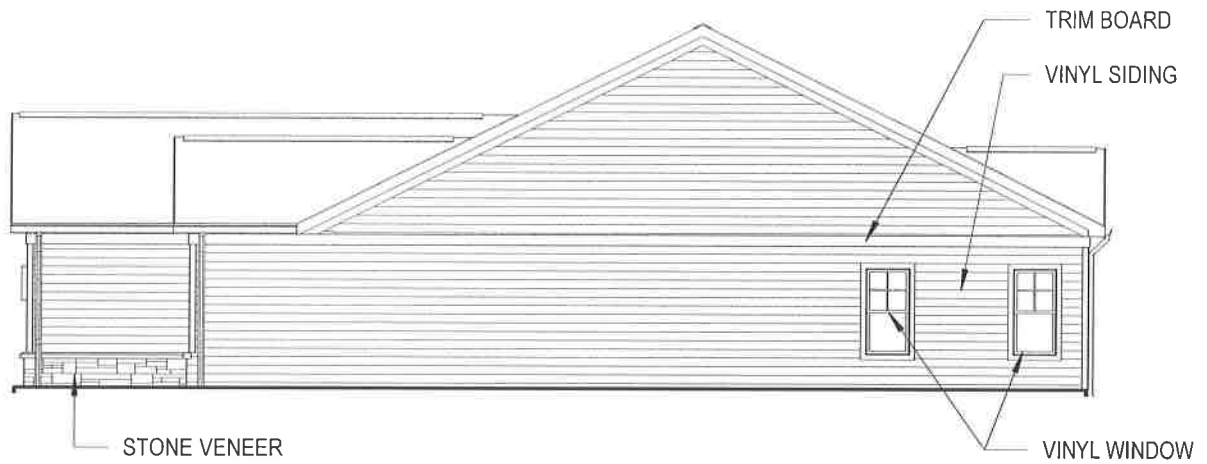
SIDE ELEVATION - A

$\frac{3}{32}'' = 1'-0''$



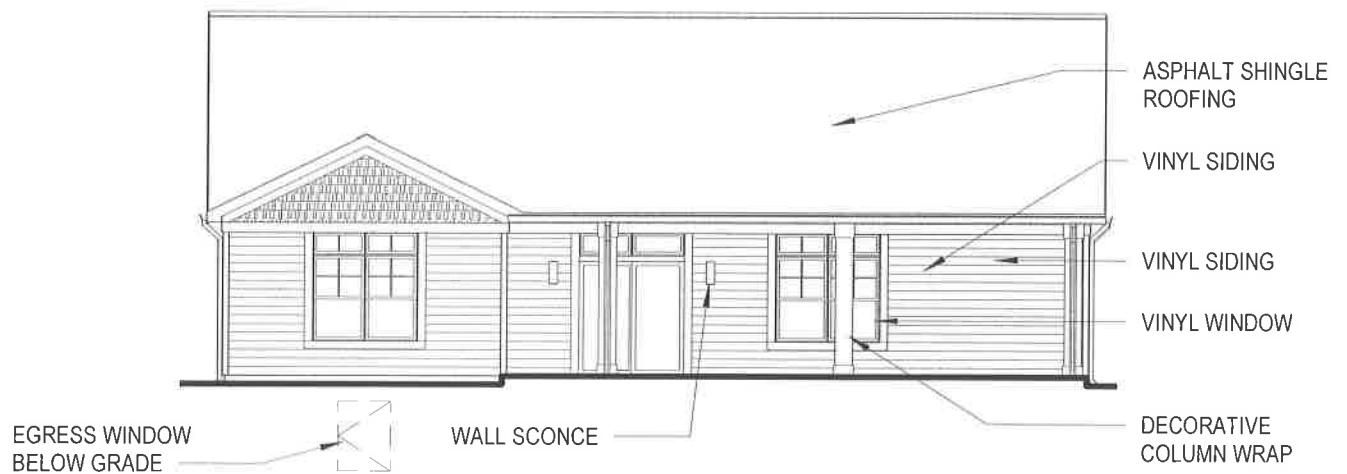
FRONT ELEVATION - A

$\frac{3}{32}'' = 1'-0''$



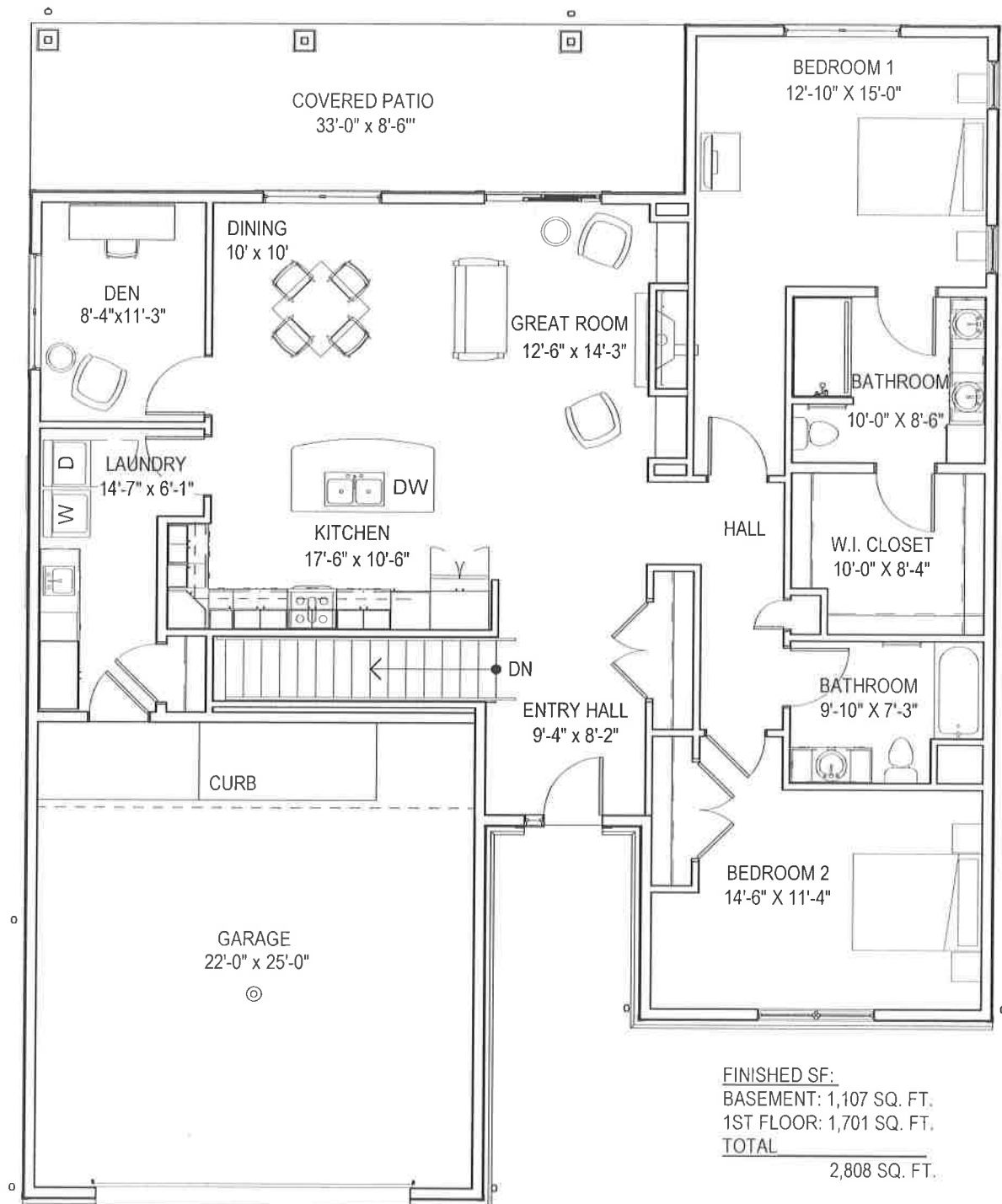
SIDE ELEVATION - A

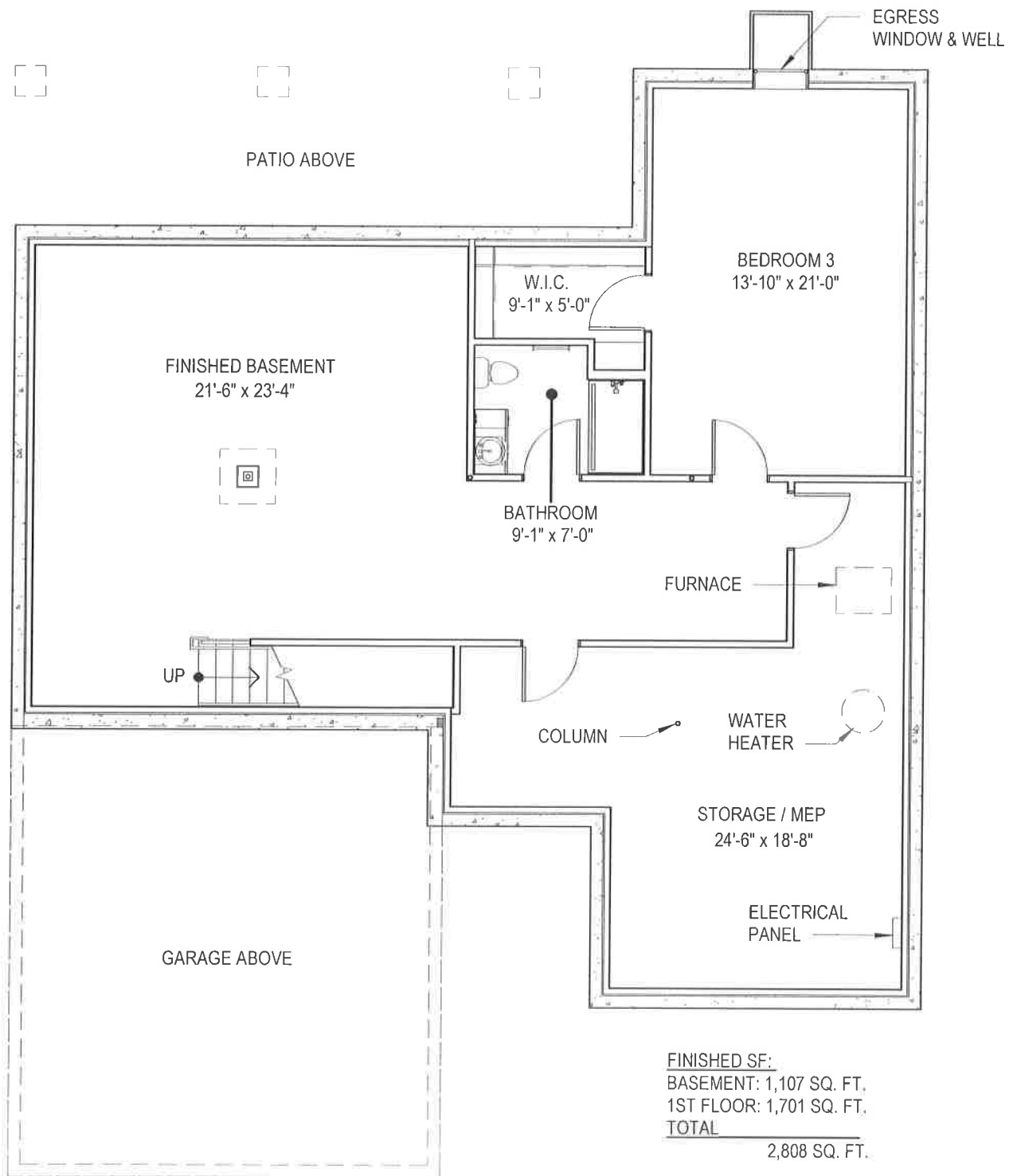
3/32" = 1'-0"



REAR ELEVATION - A

3/32" = 1'-0"





FINISHED SF:
 BASEMENT: 1,107 SQ. FT.
 1ST FLOOR: 1,701 SQ. FT.
 TOTAL
 2,808 SQ. FT.

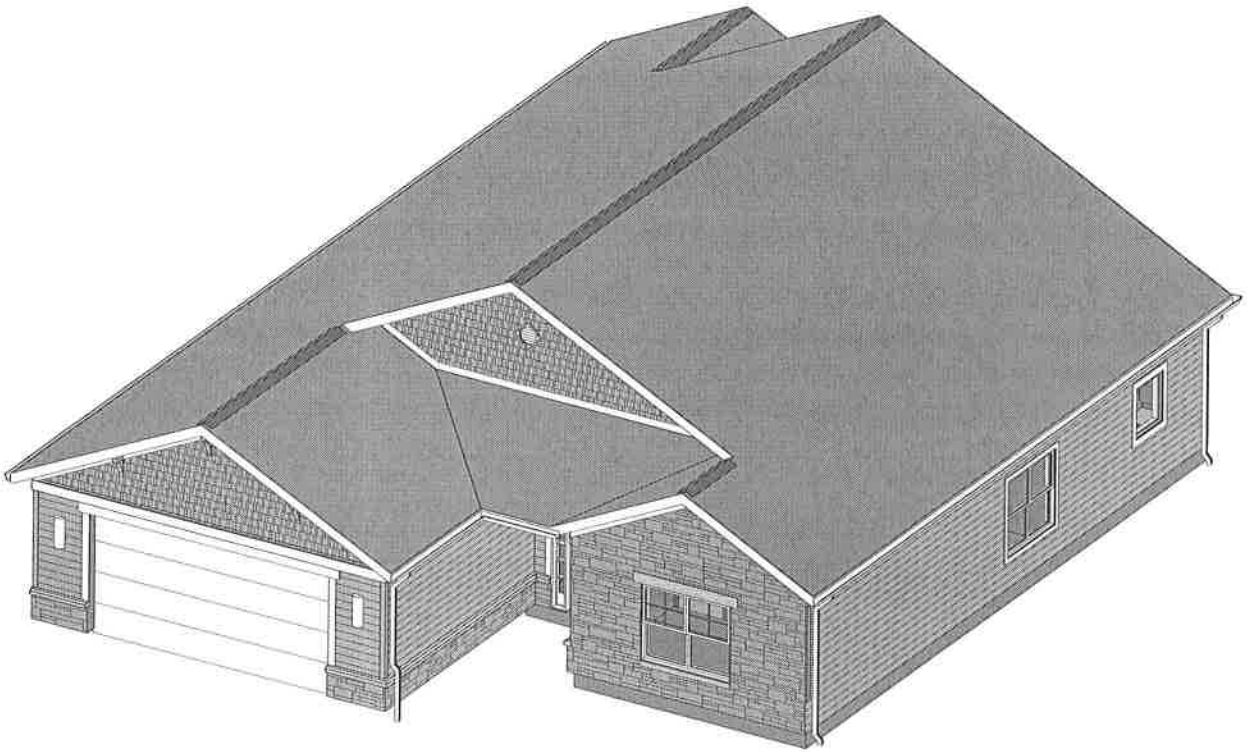
UNFINISHED SF:
 BASEMENT: 424 SQ. FT.

*SIZES AND DIMENSIONS
 ARE APPROXIMATE, ACTUAL
 MAY VARY.



COTTAGE A - THE FRANCIS
 THE COTTAGES AT MEADOW VALLEY
 TRAVERSE CITY, MICHIGAN





The following units shall have an additional side elevation finished with the same 2' stone veneer finish as shown on the front elevation:

- Unit 1: North (side) elevation
- Unit 5: West (side) elevation
- Unit 6: North (side) elevation
- Unit 12: Northwest (side) elevation
- Unit 13: Northeast (side) elevation
- Unit 20: North (side) elevation



COTTAGE B - THE SHEFFER
THE COTTAGES AT MEADOW VALLEY
TRAVERSE CITY, MICHIGAN





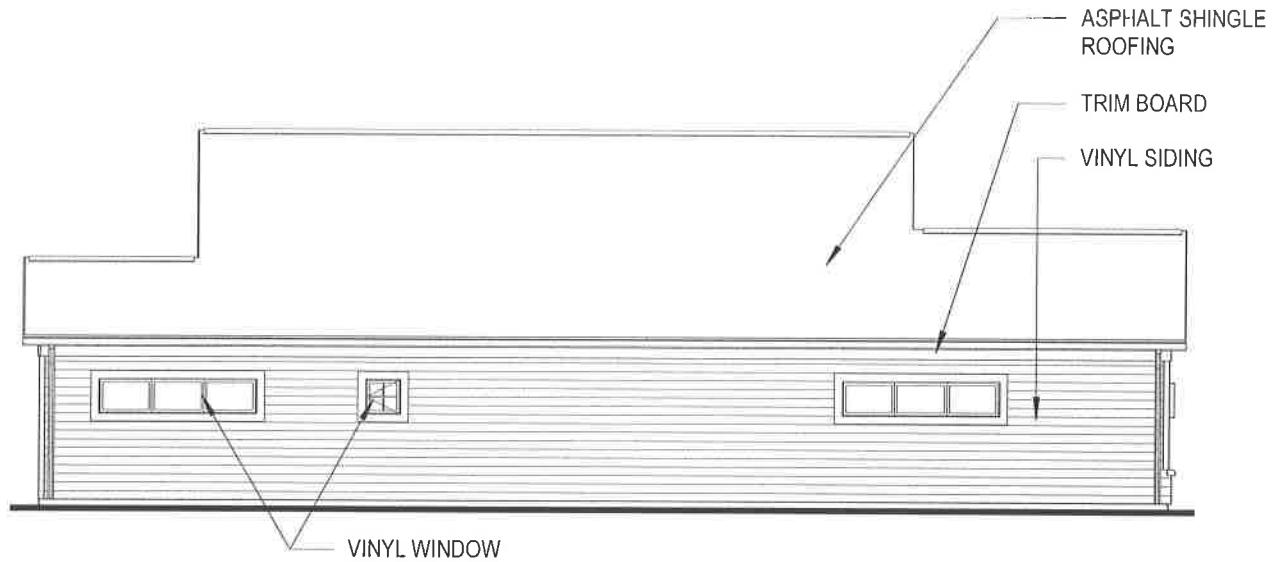
REAR ELEVATION - B

3/32" = 1'-0"



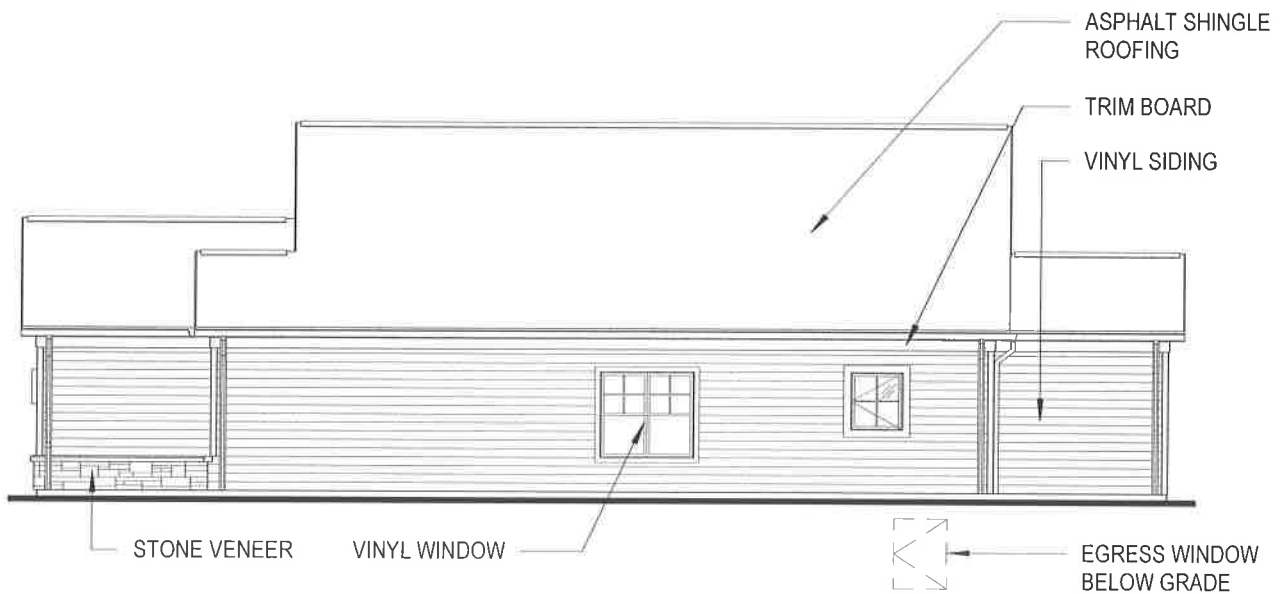
FRONT ELEVATION - B

3/32" = 1'-0"



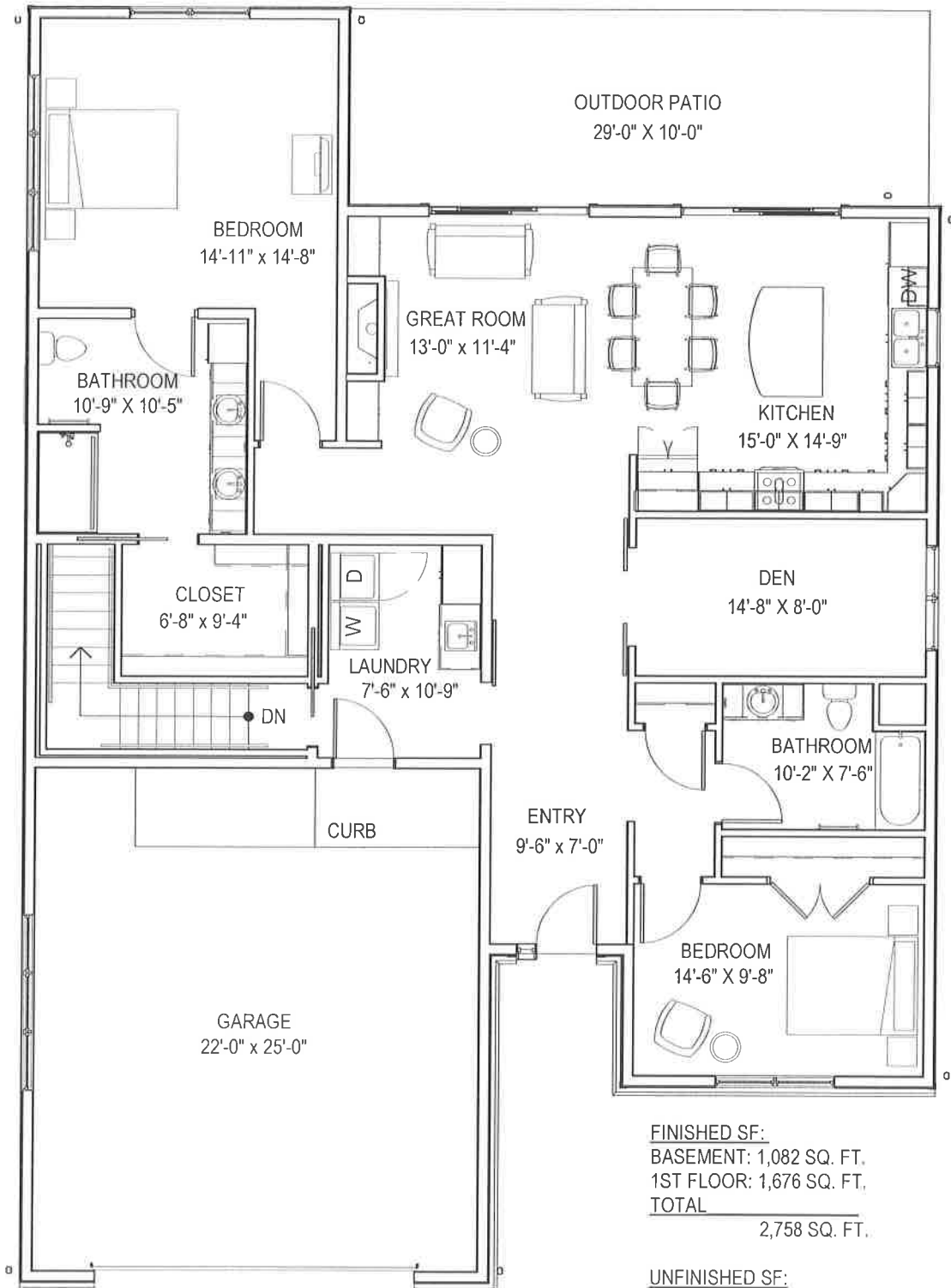
SIDE ELEVATION - B

3/32" = 1'-0"



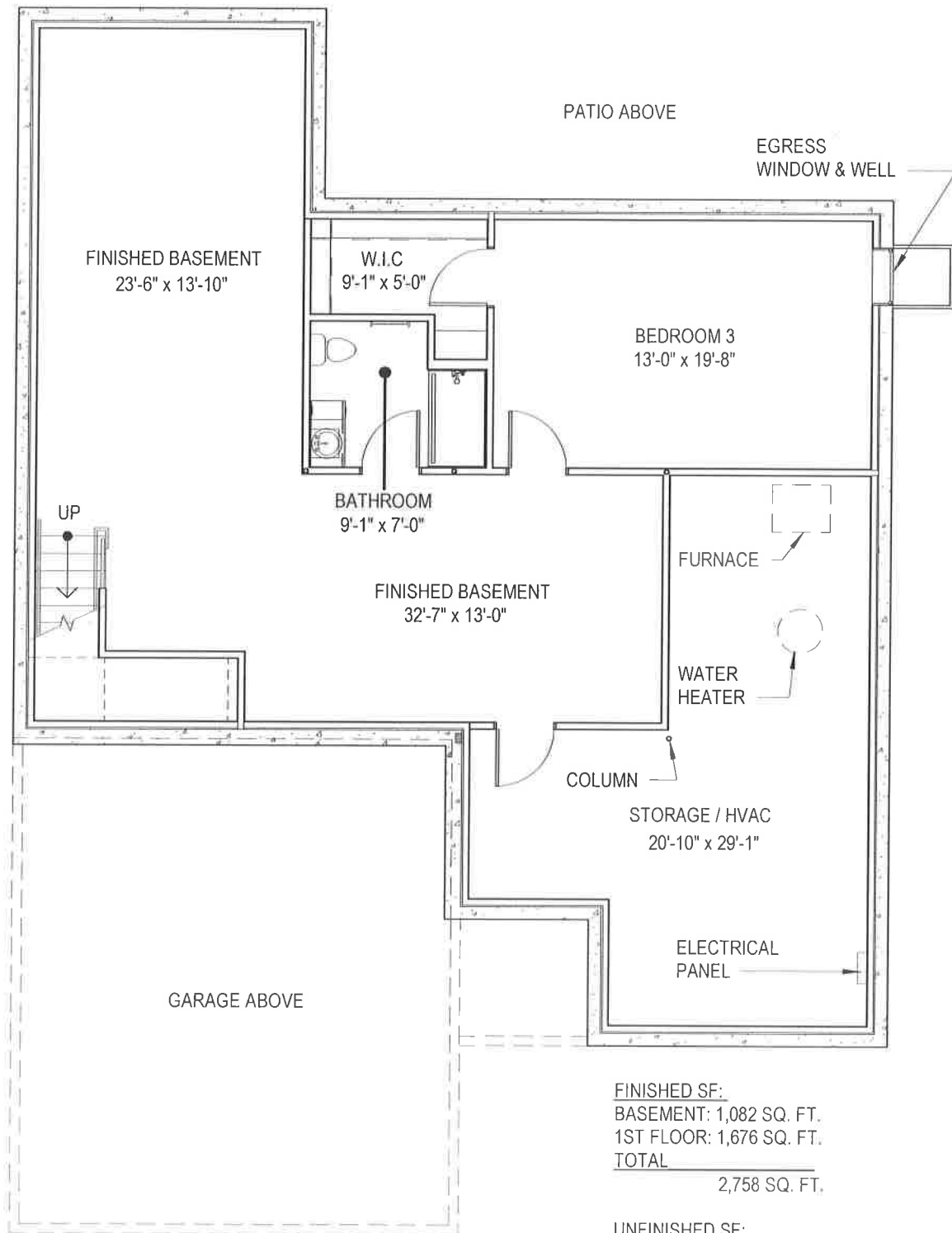
SIDE ELEVATION - B

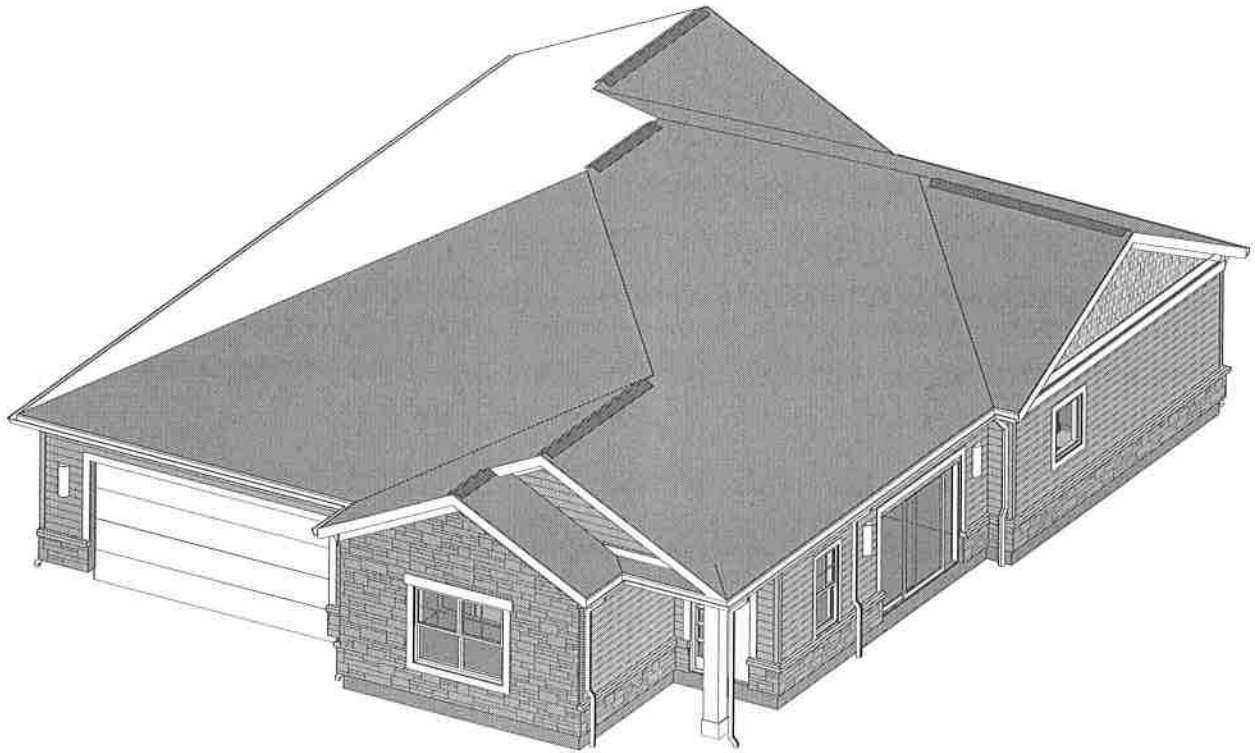
3/32" = 1'-0"



COTTAGE B - THE SHEFFER
THE COTTAGES AT MEADOW VALLEY
TRAVERSE CITY, MICHIGAN







MODEL C - THE VIRGINIA
THE COTTAGES AT MEADOW VALLEY
TRAVERSE CITY, MICHIGAN

RDL
ARCHITECTS



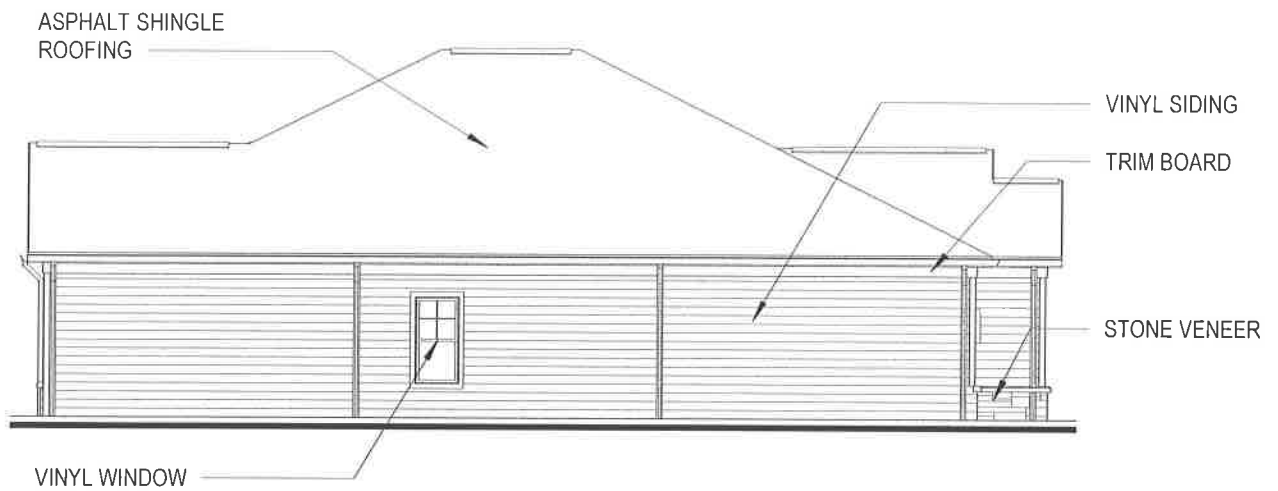
REAR ELEVATION - C

3/32" = 1'-0"



FRONT ELEVATION - C

3/32" = 1'-0"



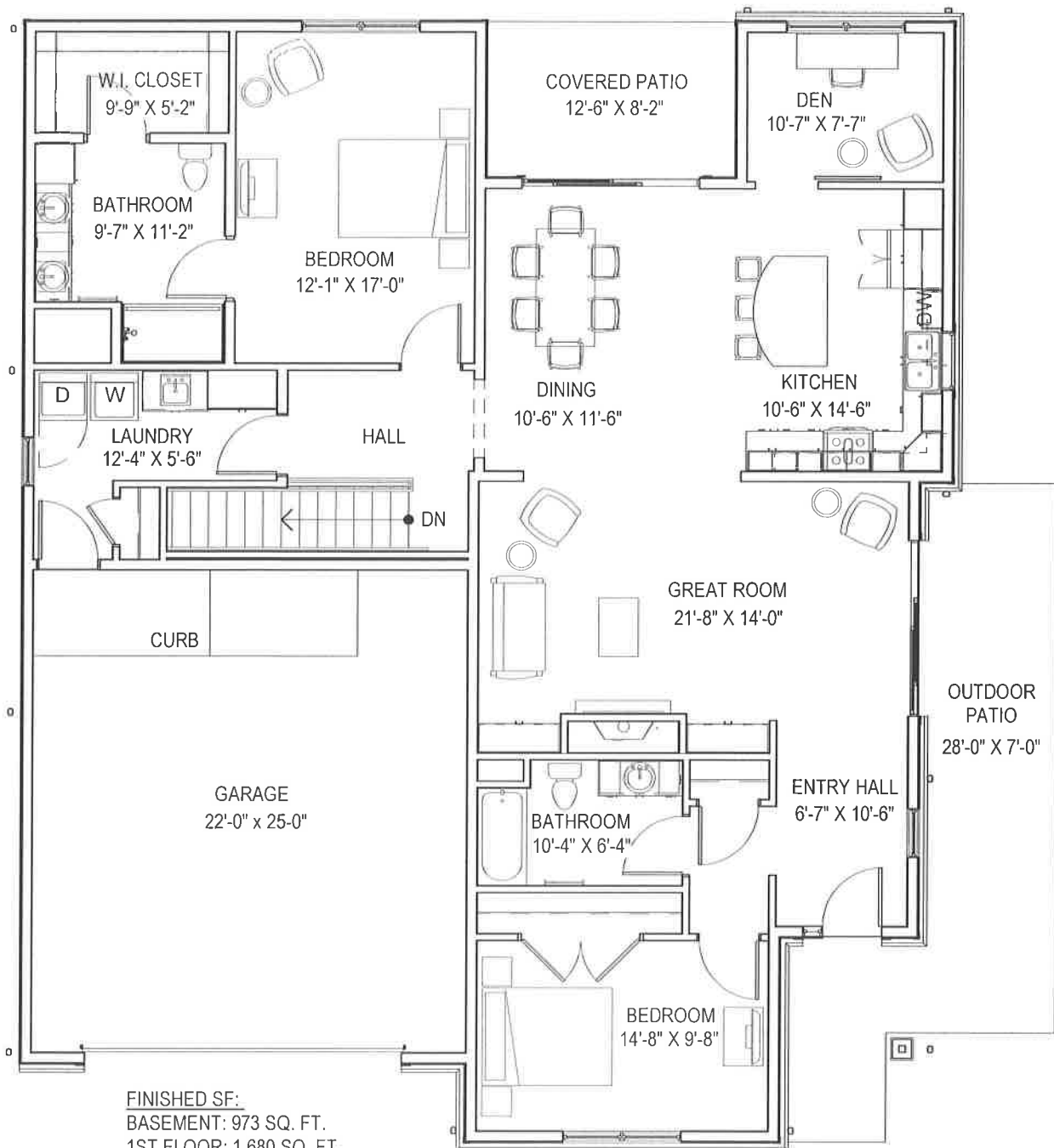
SIDE ELEVATION - C

3/32" = 1'-0"



SIDE ELEVATION - C

3/32" = 1'-0"



FINISHED SF:
 BASEMENT: 973 SQ. FT.
 1ST FLOOR: 1,680 SQ. FT.
 TOTAL
 2,653 SQ. FT.

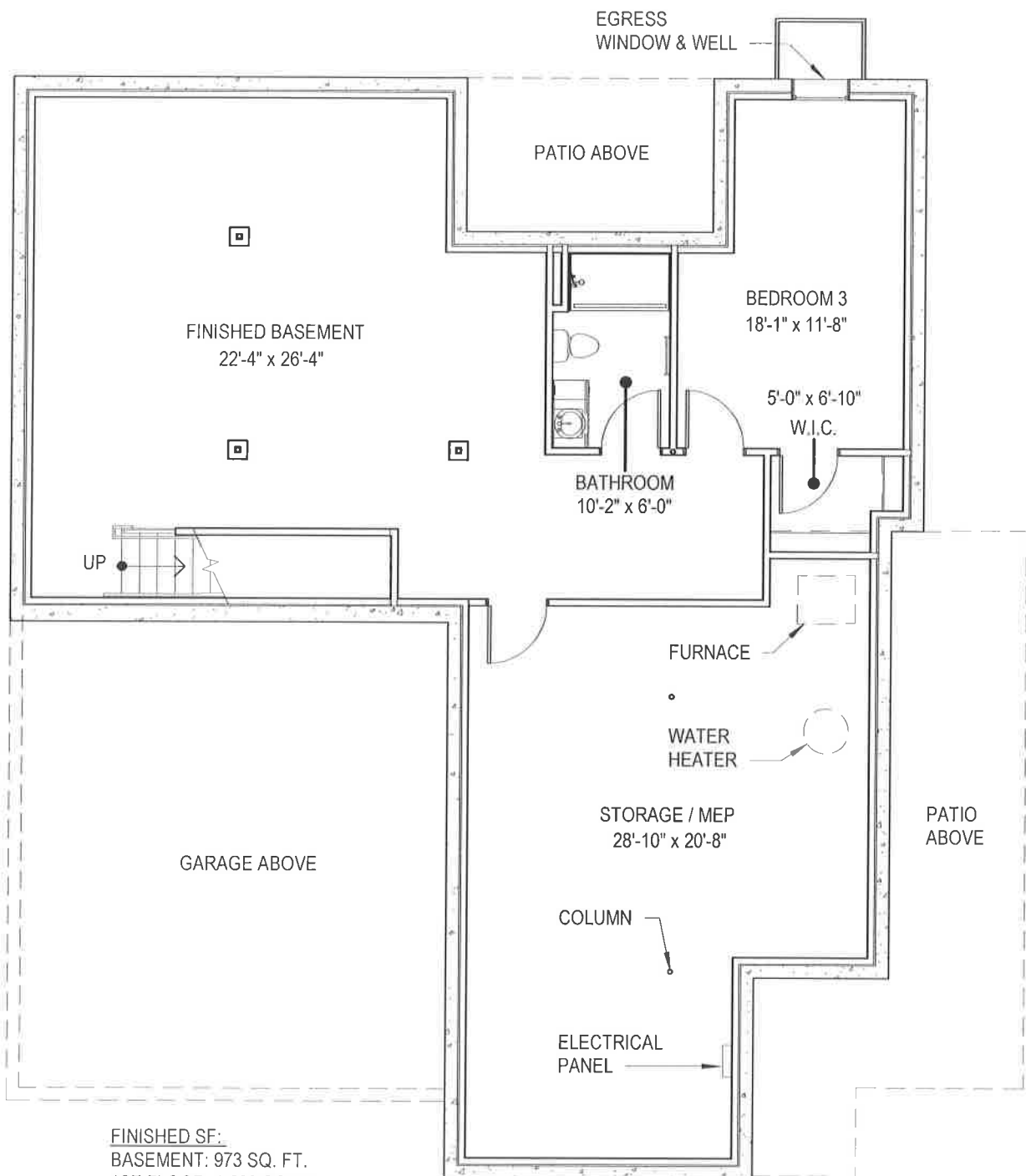
UNFINISHED SF:
 BASEMENT: 534 SQ. FT.

*SIZES AND DIMENSIONS
 ARE APPROXIMATE.
 ACTUAL MAY VARY



COTTAGE C - THE VIRGINIA
 THE COTTAGES AT MEADOW VALLEY
 TRAVERSE CITY, MICHIGAN

RDL
 ARCHITECTS



FINISHED SF:
 BASEMENT: 973 SQ. FT.
 1ST FLOOR: 1,680 SQ. FT.
 TOTAL
 2,653 SQ. FT.

UNFINISHED SF:
 BASEMENT: 534 SQ. FT.

*SIZES AND DIMENSIONS
 ARE APPROXIMATE,
 ACTUAL MAY VARY



COTTAGE C - THE VIRGINIA
 THE COTTAGES AT MEADOW VALLEY
 TRAVERSE CITY, MICHIGAN

