

**SECOND AMENDMENT TO CONDOMINIUM BYLAWS  
CHUM'S VILLAGE COMMERCE PARK**

This Amendment made this 28 day of OCTOBER, 2004, Exhibit A to the Chums Village Commerce Park Master Deed recorded in Liber 1469, Page 240, and amended in Liber 1497, Page 850 and Liber 1606, Page 310.

Pursuant to the provisions of Article X of the Bylaws of Chum's Village Commerce Park, by unanimous consent of Developer and all Unit owners, such Bylaws are amended as follows:

- 1) Article I, Section 1.2(c) shall be eliminated to remove two classes of voting and replace with only one class, eliminating a temporary different classes of membership, and shall be replaced with the following new Article I, Section 1.2(c):

(c) Except as limited in these Bylaws or the Master Deed, each Co-owner shall be entitled to one vote in each Association for each Condominium Unit owned, as set forth in Article V of the Master Deed.

Developer has developed adjacent property into a residential site condominium known as Silver Meadows Condominium. The Master Deed for Silver Meadows Condominium is recorded in Liber 1364, Page 621, and the 1<sup>st</sup> Amendment thereto is recorded in Liber 1372, Page 013. The owners of Units in such project have been granted use rights in Chum's Village Park. For voting issues respecting Chum's Village Park, all Lots in Silver Meadows Condominium Project shall be allocated two votes per lot. All lots in the Chum's Village Commerce Park shall be allocated one vote per lot except Unit 25 (formerly Units 21 - 42) which shall have 22 votes. All lot owners in the proposed Chum's Village Commerce Park shall be members in Chum's Village Park Association which shall be responsible for the administration, management, operation, maintenance and assessments relative to Chum's Village Park. That land shown on Exhibit B to the Master Deed as parkland shall be combined with the parkland shown on Silver Meadows Condominium which combined parkland shall be referred to as Chum's Village Park.

- 2) Article I, Section 1.2 (i) shall be eliminated and replaced with new Article I, Section 1.2 (i) to eliminate reference to separate classes of voting and shall be replaced with the following new Article, Section 1.2 (i):

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50) percent of those qualified to vote, and present in person or by proxy (or by written vote, if applicable) at a given meeting of the members of each Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority set forth above.

- 3) Article VI, Section 6.1 shall be removed and replaced with the following new Article VI, Section 6.1 to reference specific Architectural Control Committee and use regulations for new Unit 25 the previously consolidated Units 21-42:

**Section 6.1.** The Properties shall be used for industrial, manufacturing, warehouse, distributions, sales research center and general commerce purposes and retail and service businesses incident thereto as set forth in Blair Township Zoning Districts C-1, C-2, and I-1. It is the intent to encourage the use of this land in such a way that it will create and maintain general business and manufacturing employment. The Properties shall not be used for residential purposes, except those required on the plant premises for watchmen or police purposes, or otherwise as provided in the Blair Planned Business District. Provided, however, Unit 25, formerly referred to as Units 21 - 42 shall be exempt from the general requirements related to buildings to be constructed on other individual Units. Unit 25 as referred to on Exhibit A hereto, Replat No. 2, has been approved by Blair Township for use as a baseball stadium and related facilities. Specific plans including site plan, building designs and landscape plans are required to be submitted to and approved by the Architectural Control Committee. Any future building plans for the Unit will need to be submitted to and approved by the Architectural Control Committee.

- 4) Article VIII, Section 8.1 shall be removed and replaced with the following new Article VIII, Section 1.2 to further define uses permitted by the Blair Township Zoning Ordinance:

**Section 8.1** No Unit in the Condominium shall be used other than as permitted and provided for in the Blair Township Planned Business District and the Common Elements shall be used only for purposes consistent with those uses as permitted by Blair Township Zoning Ordinance. Blair Township has determined that the use of Unit 25 (formerly Units 21-42) for the construction and use of a baseball stadium and related facilities is a permitted use under the Blair Township Planned Business District.

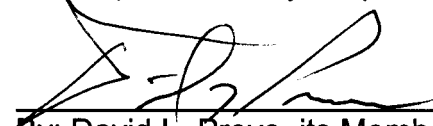
- 5) Article VIII, Section 8.2 shall be removed and replaced with the following new Article VIII, Section 8.2 to further define the words "annoyance" and "nuisance."

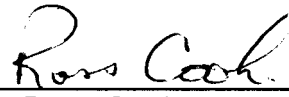
**Section 8.2** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. The normal operation of a baseball stadium and related facilities on Unit 25 (formerly Units 21 - 42), is determined not to be an annoyance or nuisance, per se. No unreasonably noisy or offensive activity shall occur in or on the Common Elements. No Co-owner shall do or permit anything to be done or keep, or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance maintained by the Association on the Condominium Project 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.

Signed in the presence of:


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Developer: Family Properties, LLC

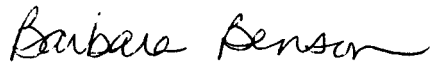
  
\_\_\_\_\_  
By: David L. Prevo, its Member

  
\_\_\_\_\_  
By: Ross Cook

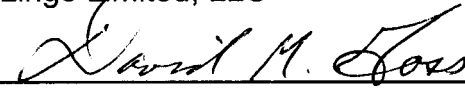
PFB Holding, LLC

  
\_\_\_\_\_  
By: James Bock, its Member

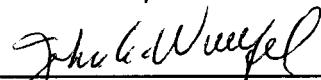
  
\_\_\_\_\_  
Charles Benson

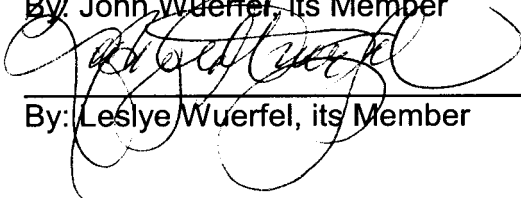
  
\_\_\_\_\_  
Barbara Benson

Lingo Limited, LLC

  
\_\_\_\_\_  
By: David Goss, its Member

Wuerfel Sports Development, LLC

  
\_\_\_\_\_  
By: John Wuerfel, its Member

  
\_\_\_\_\_  
By: Leslye Wuerfel, its Member

STATE OF MICHIGAN )  
 )SS  
GRAND TRAVERSE COUNTY )

On the 28 day of OCTOBER, 2004, before me appeared David L. Prevo, Member on behalf of Family Properties, LLC to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Jerri L. Kindlinger  
JERRI L. KINDLINGER  
Notary Public, Grand Traverse County, MI  
My Commission Expires Sep. 27, 2007  
Acting in Grand Traverse Co.  
My Commission Expires:

STATE OF MICHIGAN )  
 )SS  
COUNTY OF GRAND TRAVERSE )

On this 28 day of OCTOBER, 2004, before me, a Notary Public in and for said County and state, personally appeared Ross Cook, and acknowledges that he has executed said instrument as his free and voluntary act and deed.

Jerri L. Kindlinger  
JERRI L. KINDLINGER  
Notary Public, Grand Traverse County, MI  
My Commission Expires Sep. 27, 2007  
Grand Traverse County, Michigan  
Acting in Grand Traverse Co.  
My commission expires:

STATE OF MICHIGAN )  
 )SS  
COUNTY OF GRAND TRAVERSE )

On this 28 day of OCTOBER, 2004, before me, a Notary Public in and for said County and state, personally appeared James Bock, Member of PFB Holding, LLC, and acknowledges that he has executed said instrument as his free and voluntary act and deed.

Jerri L. Kindlinger  
Notary Public  
Grand Traverse County, Michigan  
My commission expires: JERRI L. KINDLINGER  
Notary Public, Grand Traverse County, MI  
My Commission Expires Sep. 27, 2007  
Acting in Grand Traverse Co.

STATE OF MICHIGAN )  
 )SS  
COUNTY OF GRAND TRAVERSE )

On this 28 day of OCTOBER, 2004, before me, a Notary Public in and for said County and state, personally appeared Charles Benson and Barbara Benson, and acknowledge that they have executed said instrument as their free and voluntary act and deed.

Jerri L. Kindlinger  
Notary Public  
Grand Traverse County, Michigan  
My commission expires: JERRI L. KINDLINGER  
Notary Public, Grand Traverse County, MI  
My Commission Expires Sep. 27, 2007  
Acting in Grand Traverse Co.

STATE OF MICHIGAN )  
 )SS  
COUNTY OF GRAND TRAVERSE )

On this 28 day of OCTOBER, 2004, before me, a Notary Public in and for said County and state, personally appeared David Goss, Member of Lingo Limited, LLC, and acknowledges that he has executed said instrument as his free and voluntary act and deed.

Jerri L. Kindlinger  
Notary Public  
Grand Traverse County, Michigan  
My commission expires:

JERRI L. KINDLINGER  
Notary Public, Grand Traverse County, MI  
My Commission Expires Sep. 27, 2007  
Acting in Grand Traverse Co.

STATE OF MICHIGAN )  
 )SS  
COUNTY OF GRAND TRAVERSE )

On this 28 day of OCTOBER, 2004, before me, a Notary Public in and for said County and state, personally appeared John Wuerfel and Leslye Wuerfel, Members of Wuerfel Sports Development, LLC, and acknowledges that he has executed said instrument as his free and voluntary act and deed.

Jerri L. Kindlinger  
Notary Public  
Grand Traverse County, Michigan  
My commission expires:

JERRI L. KINDLINGER  
Notary Public, Grand Traverse County, MI  
My Commission Expires Sep. 27, 2007  
Acting in Grand Traverse Co.

Prepared by:

Land & Estate Planning Services, P.C.  
Jeffrey J. McManus, Attorney  
3335 South Airport Road West  
Suite 5B  
Traverse City, MI 49684  
(231) 947-0550

C7:Chums Village-Bylaws Amendment 1