

File No. 33a1.007.008

## Exhibit

Date 10.28.25

Initials  
KJ

113

10.2

## CHANGES TO SITE PLAN BIKE RACK LOCATIONS AND TRASH BIN

**SITE PLAN CONFORMS TO  
HILL SURVEY CONDO  
DOCS DATED 9.26.25**

rev: 10.27.25  
rev: 08.25.25 for: Interim Landscape

= GRAVEL - 22A  
= GRASS SOD

Richard Clements Architect, PLLC  
12925 New Lane  
Ocoee, FL 34769  
richard@12925live.com  
980-370-3591

HOBAN HILL HOUSING	
REV:	09.13.23
REV:	08.24.23
REV:	08.16.23

Original copy

**COMBINED ALLOWABLES:**

### COMBINED LOT DENSITY

STORMWATER PLAN

הוּא תְּמִימָדָה וְתְּמִימָדָה

MAXIMUM LOT COVERAGE = 40%  
 BUILDING AREA = 17,521 S.F.  
 TOTAL IMPERVIOUS LOT COVERAGE = 6740 = 33.8%  
 ALLOWABLE DENSITY = 20 BEDROOM UNITS PER ACRE  
 ALLOWABLE DENSITY = 1 OCCUPANT PER 600 S.F. SITE

LOT 1: 820 DWELLING UNITS PER  
ACRE = 4 ALLOWED, 3 ACTUAL

the last will be mounted in the van areas around the steering wheel no patron

INDIVIDUAL LOT SIZES:

A. LANDSCAPE BUTTER SHALL HAVE AN UNHALFED WIDTH OF TEN FEET AND SHALL BE PLANTED IN ROWS, OR GRAVEL COVERS, SUCH THAT ALL APPARENT HORIZONTAL AND VERTICAL OBSTRUCTION OR SCREENING EFFECT BETWEEN LAWNS WILL BE ELIMINATED. OR B. ALL PLANTS COMPOSING THE BORDER WILL BE CONTINUOUSLY MAINTAINED IN A SOUND, HEALTHY, VIGOROUS GROWING CONDITION, FREE OF DISEASES, MEALY POTTS, REFUSE AND DEBRIS.

C. MINIMUM SIZES OF TREES AND SHRUBS PLANTED AS A PART OF A LANDSCAPE BORDER ARE AS FOLLOWS:

1. LOROPETUM SHRUBS: MINIMUM TWO FEET IN HEIGHT.

2. LOROPETUM TREES: MINIMUM TWO INCHES IN CALIPER (DIAMETER).

3. LAVENDERSHRUBS: MINIMUM TWO FEET IN HEIGHT.

4. LAVENDER TREES: MINIMUM FIVE FEET IN HEIGHT.



File No. R321-007-008

Exhibit II

Date 10-28-25

Initials JP



## **HOBAN HILL MASTER DEED**

THIS IS THE HOBAN HILL MASTER DEED (this "Master Deed"). This Master Deed has been signed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by HOBAN HILL PROPERTY LLC, a Michigan limited liability company, the address of which is 2301 Mitchell Park Drive, Petoskey, Michigan 49770 ("Developer").

Developer is recording this Master Deed with the Mackinac County Register of Deeds to establish as a condominium project the real property located in MACKINAC ISLAND, MACKINAC COUNTY, MICHIGAN, that is referred to in this Master Deed as the "Land", and that is more particularly described as:

Beginning at the Southeast corner of Lot 7, Assessor's Plat of Harrisonville; thence S 80°16'41" W 345.89 feet, (S 80°16'02" W 345.82' & S 80°16'40" W 345.89' Rec.) along the South line of said Lot 7; thence N 09°26'40" W 204.28 feet, (N 09°27'29" W 204.30' Rec.) along the West line of said Lot 7; thence N 83°38'19" E 210.55 feet, (N 83°38'19" E 210.53' Rec.) along the North line of said Lot 7; thence S 06°21'43" E 110.88 feet, (S 06°21'43" E 110.83' Rec.); thence N 80°41'56" E 129.82 feet, (N 80°41'56" E 129.81' Rec.); thence S 17°47'45" E 81.10 feet, (S 17°48'44" E 81.10' Rec.) along the East line of said Lot 7 and the West ROW line of Hoban Ave, to the Point of Beginning; subject to a relocated 10' Utility Easement, as recorded in Liber \_\_\_\_\_ Page \_\_\_\_\_, Mackinac County Register of Deeds; also including a Blanket Easement for electrical power purposes to Cloverland Electric Cooperative, Inc. recorded Liber 944 Page 651, Mackinac County Register of Deeds.

The Land is subject to any easements, restrictions, reservations, exceptions, conditions, or other matters of record, to any encumbrances, to any governmental limitations, to the rights of the public or governmental authorities in any part of the above-described property taken, conveyed, dedicated, or used for street, road, or highway purposes, and to the reservation by Developer of all oil, gas, or mineral rights; and by recording this Master Deed Developer declares that:

1. The Condominium Project. The Land is established as Hoban Hill, a condominium project according to the terms of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act"); and in this Master Deed "Condominium Project" means Hoban Hill condominium project and includes the Land and all buildings, improvements, or structures on the Land and all easements, rights and appurtenances belonging to the Land. The Condominium Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and in any other manner used according to the terms of the Act and to the terms of this Master Deed. All of the terms of this Master Deed are covenants running with the Land and are a burden and a benefit to Developer, to any

other persons acquiring or owning an interest in the Condominium Project, to the Association, and to the respective successors and assigns of all of these parties.

2. Definitions.

(a) Whenever used in this Master Deed:

(i) "Association" means Hoban Hill Association, a Michigan nonprofit corporation. Each Owner will be a member of the Association. The Association will act through its board of directors.

(ii) "Bylaws" means the Bylaws that are attached to this Master Deed as Exhibit A.

(iii) "Common Elements" means General Common Elements and Limited Common Elements. Common Elements are more particularly described in Paragraph 3, below.

(iv) "Condominium" means the Condominium Project and includes (without limitation) the Land, each Unit, and all of the Common Elements.

(v) "Condominium Documents" means this Master Deed (including without limitation attached Exhibit A and attached Exhibit B, the terms of which are each incorporated into this Master Deed), the Articles of Incorporation of Hoban Hill Association, a Michigan nonprofit corporation, and any other instruments about the use and operation of the Condominium, as all or any of these instruments are amended at any time and from time to time.

(vi) "Condominium Subdivision Plan" means "Mackinac County Subdivision Plan No. \_\_\_\_\_, Exhibit B to Hoban Hill Master Deed", which is attached to this Master Deed as Exhibit B.

(vii) "Development and Sales Period" means the period of time beginning as of the date that this Master Deed is recorded with the Mackinac County Register of Deeds and continuing as long as Developer (or any affiliate of Developer) continues to offer for sale or holds an option or other enforceable purchase interest in land for development that is located within five and one-half miles of the Condominium.

(viii) "Developer" means Hoban Hill Property LLC, a Michigan limited liability company, and its successors and assigns; but "Developer" does not mean any Successor Developer (as this term is defined under Section 135 of the Act) and in no event will Developer be deemed to have assigned any of its rights under the Condominium Documents unless Developer has signed a written document specifically describing the assignment of all or any of those rights.

(ix) "Master Deed" means this Master Deed and the Condominium Subdivision Plan and the Bylaws that are attached as exhibits to this Master Deed.

(x) "Owner" means any Person owning one or more Units.

(xi) "Person" means any natural person, corporation, limited partnership, limited liability company, limited liability partnership, general partnership, trust, or other entity that exists under the laws of the State of Michigan.

(xii) "Unit" means each unit in the Condominium. Each Unit is described in the Condominium Subdivision Plan, which identifies each Unit by the number of each Unit and which depicts the boundaries, dimensions, and the area of each Unit. Each Unit consists of the area contained

within the boundaries of that Unit. "Unit" also has the same meaning as "Condominium Unit" under the Act.

(b) If any of the terms that are defined in subparagraph (a), above, appear in any of the Condominium Documents or in any deeds, mortgages, easements, or other instruments that transfer interests in and to the Condominium or that pertain to the use or operation of the Condominium, then those terms will have the same meaning in those other instruments as in this Master Deed.

3. Common Elements.

(a) (i) The General Common Elements of the Condominium are:

(A) Any of the Land that is not a Unit or a Limited Common Element.

(B) The electrical (including lighting), gas, water, sanitary sewer, storm water, drainage (including storm sewers or detention basins), telephone, telecommunications, plumbing, heating and air conditioning, security, cable television, or internet systems or networks throughout the Condominium, if any, up to their point of connection with a Unit boundary; and also any portion of any of these networks or systems contained within a Unit, but only to the extent that the portion within a particular Unit also services other Units. Some or all of these systems or networks (including utility mains) may be owned by a local public authority or municipality or utility company or other private company and in this event (I) these systems or networks will be General Common Elements only to the extent of the interest in these systems of the Association and (II) Developer does not make any warranty about the extent of the interest of the Association in and to any of these systems. The naming of a particular system or network in this subparagraph is not a representation or warranty that the named system or network will be installed in the Condominium Project. The extent of the responsibility of Developer is to install utility systems that are identified in the Condominium Subdivision Plan as "must be built" and to install those utilities within reasonable proximity to (but not within) each Unit, as approximately depicted in the Condominium Subdivision Plan. Each Owner must at the sole cost and expense of that Owner install any other equipment or facilities that are required in order that any particular utility service will be available from any utility system installed by Developer to the Unit owned by that Owner or to any improvements in respect of that Unit.

(C) Any reception areas, sidewalks, corridors, stairways, storage areas, janitorial or housekeeping areas, mechanical rooms, or bathrooms that are not Limited Common Elements or that are not a part of a Unit.

(D) Any easements that are for the benefit of the Condominium.

(E) Any other elements of the Condominium that are not designated as Limited Common Elements or Units and which are intended for common use by all of the Owners.

(ii) General Common Elements are appurtenant to each Unit in proportion to the percentage of value assigned to each Unit under Paragraph 4(b), below. Subject to the terms of the Condominium Documents each Owner has undivided and inseparable rights in and to General Common Elements and may use General Common Elements in common with other Owners.

(b) (i) The Limited Common Elements of the Condominium are:

(A) Any windows or doors (including window frames, door frames and thresholds, and sliding doors) that are located within any walls that establish the perimeter boundary of each Unit; and any hardware that is attached to any windows or doors, including doorknobs and locks.

(B) Any mechanical systems that are located within any walls that establish the perimeter boundary of each Unit and that provide service only to the Unit within which that system is located; and any hardware that is attached to any of these systems, including without limitation including any vents, ducts, heating or cooling units, electrical fixtures, electrical outlets, plumbing fixtures, or drains.

(C) The interior face of each wall that establishes the perimeter of each Unit and the interior face of the ceiling and the floor of each Unit.

(D) Any other portion of the Condominium that is at any time or from time to time identified on the Condominium Subdivision Plan as a Limited Common Element.

(ii) Limited Common Elements are not assignable unless this Master Deed specifically states that a particular Limited Common Element may be assigned. If a Limited Common Element is assignable that Limited Common Element may not be assigned to any Person who is not an Owner. An assignment of a Limited Common Element will be made by an instrument that satisfies the requirements of the Act and that will be recorded with the Mackinac County Register of Deeds. The transferring Owner will pay to the Association the costs that are reasonably incurred by the Association to prepare an appropriate instrument for the assignment of a Limited Common Element.

(c) (i) Each Owner will at the sole cost and expense of that Owner decorate, maintain, repair, and replace (according to the terms of the Condominium Documents) the Unit that is owned by that Owner or any improvements that are located on a Unit owned by that Owner and any and all furnishings, fixtures, equipment, or other items that are located within or upon the Unit in order that the condition of the Unit and the condition of any and all furnishings, fixtures, equipment, or other items that are located within the Unit or any improvements that are located on that Unit will satisfy the requirements of the Condominium Documents.

(ii) Each Owner will at the sole cost and expense of that Owner decorate, maintain, repair, or replace (according to the terms of the Condominium Documents) any of the Limited Common Elements that are appurtenant to the Unit that is owned by that Owner, except that the Association will maintain, repair, or replace as the case may be (A) the Limited Common Elements that are appurtenant to Units 1-3 and (B) the "Driveway" that is identified on the condominium subdivision plan and that is appurtenant to Units 4-7, in order that these Limited Common Elements will be kept in good condition and repair.

(d) All of the costs that are incurred by the Association to decorate, maintain, repair, or replace and General Common Elements will be paid by the Association and all of these costs will be expenses of administering the Condominium. All of the costs of decorating, maintaining, repairing, or replacing any of the Limited Common Elements will be paid by the Owners of the Units to which the Limited Common Elements are appurtenant; but the Association may assess to each Owner equally the costs that are incurred by the Association to maintain, repair, or replace Limited Common Elements, except that if the Association incurs any cost in respect of any of these Limited Common Elements because of acts or omissions of any particular Owner or the guests of that Owner, then the Association may require that Owner pay all of that cost.

(e) The Common Elements may not be used by any Owner or by any other Person in any manner that is not consistent with the purposes of the Condominium (as these purposes are described under the Bylaws) or that will interfere with or impair the rights of any Owner using a Unit or using the Common Elements.

(f) Any improvements that are located on Units 4-7 are not common elements and the Owner of each of these Units will at their expense maintain, repair, or replace as the case may be any improvements located on these Units in order that these Units will be kept in good condition and repair.

4. Unit Description and Percentage of Value.

(a) Each Unit is described in the Condominium Subdivision Plan. Each Owner will have the exclusive right to occupy the Unit owned by that Owner. The boundaries of each Unit are depicted in the Condominium Subdivision Plan.

(b) The percentage of value assigned to each Unit determines (i) the proportionate share of General Common Elements that are appurtenant to that Unit and (ii) the proportionate share of the proceeds and the expenses of administering the Condominium that will be assessed to that Unit. The percentage of value of each Unit is equal. The percentage of value determines the value of the vote that will be cast by the Owner of that Unit at meetings of the Association.

(c) A Unit may not be used by any Owner (or by any other Person) in any manner that is not consistent with the purposes of the Condominium (as these purposes are described under the Bylaws) or that will interfere with or impair the rights of any Owner using any other Unit or the Common Elements. During the Development and Sales Period the exterior appearance of each building that is a part of the Condominium (including the exterior appearance of any Limited Common Elements that are appurtenant to a Unit and any improvements to those Limited Common Elements) are subject to the approval of Developer (or to any assignee or successor of this right of Developer), as more particularly described in the Bylaws.

(d) Each Owner will have the right to cast one vote in respect of each Unit owned by that Owner and the value of each vote is equal.

5. Relocation of Unit Boundaries and Consolidation of Units.

(a) (i) Developer may at any time and from time to time amend this Master Deed either (A) to subdivide any Unit that is owned by Developer or (B) to relocate the boundary between adjoining Units that are each owned by Developer or (C) to consolidate into a single Unit two or more Units that are located adjacent to one another and that are each owned by Developer. Developer may install any walls, floors, ceilings, or utility conduits that are required to be installed in order that a Unit may be subdivided or in order that the boundary between adjoining Units may be relocated and Developer may alter any walls, floors, ceilings, utility conduits, or any other parts of the Building that are required to be altered in order that the adjoining Units are consolidated into a single Unit. Any subdivision of Units or any relocation of Unit boundaries or any consolidation of Units will not impair the structural integrity of the Building and will not cause any utility services to be discontinued to any other Units for any longer than the period of time that is reasonably required to complete any of the work that is described under this subparagraph (i).

(ii) Every Owner and every mortgagee of any Unit and every other Person now or at any time and from time to time having any interest in and to any of the Condominium are each deemed to have irrevocably and unanimously and unconditionally consented to any amendments of this Master Deed for the purposes that are described under subparagraph (i), above; and all of these Persons are deemed to have irrevocably appointed Developer as their agent and attorney to sign and deliver any amendments to this Master Deed for these purposes.

(b) The Owner of any Unit may request that the Association subdivide that Unit. The Owner of any two or more Units that are adjacent may request that the Association consolidate those Units into a single Unit. The Owners of any two or more Units that are adjacent may request that the Association relocate the boundary between those Units. In any of these events the President of the Association will cause an amendment to this Master Deed to be prepared that will describe the Units as subdivided or consolidated or modified, as the case may be. Owners requesting the subdivision of any Unit or the consolidation of any Units or the relocation of the boundaries of any Units may (at their own cost and subject to the terms of this Master Deed) install any walls, floors, ceilings, or utility conduits that

are required to be installed in order that a Unit may be subdivided or in order that Units may be consolidated or in order that the boundary between adjoining Units may be relocated, but any of this work may only be conducted according to the requirements of the Bylaws and the subdivision of Units or the consolidation of Units or the relocation of Unit boundaries will not be permitted if that would impair the structural integrity of the Building. Any Owners requesting any subdivision or consolidation or relocation of Unit boundaries will pay all of the costs, fees, or expenses that are payable to determine the description and identification of the subdivided Units or the consolidated Unit or the modified Units and to cause to be prepared and recorded an amendment to this Master Deed. During the Development and Sales Period the subdivision of any Units or the consolidation of any Units or the relocation of any Unit boundaries is subject to the prior written approval of Developer, which approval Developer may withhold in its sole and arbitrary discretion.

(c) Any amendment of this Master Deed under this Paragraph 5 will be in writing and will be effective on the date when that amendment is recorded with the Mackinac County Register of Deeds. The relocation of any boundaries or the consolidation of Units under this Paragraph is subject to the terms of this Master Deed and to the requirements of any applicable governmental authorities. The percentage of value that is assigned to any subdivided or consolidated or modified Units will be determined by Developer in its sole and arbitrary discretion; and in any event, the total of the percentage of value of all of the Units will be 100%.

(d) Units may not be subdivided or consolidated and Unit boundaries may not be modified except according to the terms of this Paragraph 5.

6. Contraction or Conversion of the Condominium.

(a) (i) "Contractable Area" means all of the Condominium.

(ii) Any of the terms and conditions of this Master Deed to the contrary notwithstanding, Developer may at any time and from time to time contract the Condominium by withdrawing from the Condominium all or any portions of the Contractable Area that are then owned by Developer as hereinafter provided.

(iii) If Developer elects to contract the Condominium:

(A) the right of Developer to elect to contract the Condominium is not restricted and Developer is not required to obtain the consent of any Owners to contract the Condominium;

(B) Developer must contract the Condominium not later than (i) the last day of the sixth year from and after the date of this Master Deed and (ii) the expiration of any longer period of time described in the Act;

(C) Developer may withdraw from the Condominium all or any portions of the Contractable Area and the right of Developer to withdraw all or any particular portions of the Contractable Area is not restricted; and

(D) Developer is not required to withdraw from the Condominium any particular portions of the Contractable Area and if Developer does contract the Condominium, Developer is not required to withdraw from the Condominium any particular portions of the Contractable Area in any particular order.

(b) (i) "Convertible Area" means all of the Condominium.

(ii) Any of the terms and conditions of this Master Deed to the contrary notwithstanding, Developer may at any time and from time to time convert any portion of the Condominium to a Unit or a Limited Common Element or a General Common Element.

(iii) If Developer elects to convert any portion of the Condominium:

(A) Developer may designate all or any portions of the Convertible Area as condominium units; but Developer may not establish more than four condominium units in respect of the Convertible Area;

(B) Developer may create in respect of the Convertible Area any types of condominium units that are described in this Master Deed or any other types of condominium units that are not unreasonably inconsistent with the purposes for which the Condominium has been established by Developer;

(C) Any structures erected on the Convertible Area will not unreasonably diminish the appearance of the Condominium and will be reasonably compatible with structures on other portions of the Condominium;

(D) Developer may complete any improvements in respect of the Convertible Area that are not unreasonably inconsistent with the purposes for which the Condominium has been established by Developer;

(E) Developer may create Common Elements within any Convertible Area; and Developer may designate as Limited Common Elements any of these Common Elements and Developer may subsequently assign these Limited Common Elements.

(F) Developer must convert any portion of the Condominium not later than (i) the last day of the sixth year from and after the date of this Master Deed or (ii) the expiration of any longer period of time described in the Act.

(c) (i) Any contraction or conversion of the Condominium will be effective as of the date that an amendment to this Master Deed is recorded with the Emmet County Register of Deeds which contains all of the essential elements of the contraction or conversion of the Condominium, as the case may be. Any amendment to this Master Deed to contract or convert the Condominium will be prepared by Developer, will contain terms required by law, and will contain any other terms that are determined by Developer in its sole discretion, including without limitation any provisions that are required to define or redefine any Common Elements in order that the Condominium (and every Unit therein) will have proper ingress and egress and will be furnished all of the utility services that are described in this Master Deed.

(ii) Every Owner and every mortgagee of any Unit and every other Person now or at any time and from time to time having any interest in and to any of the Condominium are each hereby deemed to have irrevocably and unanimously and unconditionally consented to any amendments of this Master Deed as hereinabove described; and all of these Persons are deemed to have irrevocably appointed Developer as their agent and attorney to sign and deliver any amendments to this Master Deed for the foregoing purpose.

7. Right of First Refusal. Developer has the right to purchase any Unit on the same terms as the terms pursuant to which the Owner of that Unit has agreed to sell that Unit to any other Person; and immediately upon signing an agreement to sell a Unit, the Owner of that Unit will deliver to Developer a copy of that signed agreement. Not later than 30 days after receiving this notice, Developer will deliver a written notice to that Owner stating whether Developer elects to acquire that Unit according to the terms set forth in the signed agreement. If Developer does not deliver this notice within this 30 day period or if

Developer does not elect to acquire the Unit as described above, the Owner of that Unit may sell that Unit upon the terms that are described in the signed agreement. If any of the terms of the signed agreement are modified, written notice of those modifications must be delivered to Developer before the transaction that is described by the signed agreement, as modified, is complete; and in this event Developer will have 30 days to elect in writing whether to acquire the Unit according to the modified terms of the signed agreement. If Developer elects to acquire the Unit, the Owner of that Unit will promptly deliver to Developer a title insurance commitment in the amount of the proposed purchase price for the Unit, confirming that good and marketable title to that Unit can be conveyed to Developer. Closing will occur not later than 30 days after the date upon which a satisfactory title insurance commitment is delivered to Developer. If any Unit was sold and if Developer was not notified regarding that sale as required under this Paragraph 8, then regardless of the sale of that Unit, Developer will have the right to acquire that Unit upon the same terms as the terms of that sale. In this event Developer must elect to acquire the Unit not later than 30 days after the first date upon which Developer actually knows all of the terms of the sale of the Unit. The right of Developer to acquire a Unit is a continuing right that will remain in full force and effect, regardless of whether Developer has at any time or from time to time elected not to acquire a Unit pursuant to the terms of this Paragraph 7. Pursuant to the terms of Paragraph 11 Developer may at any time assign the right described in this Paragraph.

8. Reserved Rights.

(a) If any portion of any Unit or any Common Element encroaches upon another Unit or upon a Common Element due to shifting, settling, or moving or due to survey errors or construction deviations or to a change in ground elevations, reciprocal easements are deemed to exist to permit that encroachment and to permit the encroaching Unit or Common Element to be rebuilt in the same location, if that structure is destroyed.

(b) Developer reserves for itself and for the Association:

(i) an easement over and across the Condominium for the purpose of permitting Developer (during the Development and Sales Period and then the Association) to install, extend, enlarge, operate, maintain, repair, and replace utilities in the General Common Elements; and

(ii) an easement over and across the Condominium for the purpose of permitting Developer (during the Development and Sales Period and then the Association) to maintain, repair, and replace any Unit and any improvements on any Unit, if any Unit and any improvements on any Unit are not maintained, repaired, and replaced by the Owner of that Unit according to the Condominium Documents; but in no event is Developer or the Association obligated to perform any work pursuant to this easement and if the Developer or the Association does perform any work, that work will be performed at the cost and expense of and will be assessable to the Owner and in this event the Developer and the Association, as the case may be, will not be liable to the Owner for trespass or in for other form of action; and if Developer or the Association does not perform any of this work, the Developer or the Association, as the case may be, will not be deemed to have waived any rights, including the right to take any corrective action in the future.

(c) Developer (during the Development and Sales Period and then the Association) may grant any other easements over, under, and across those portions of the Condominium that are reasonably necessary to permit Developer or the Association or any public authority or private utility, as the case may be, to install, operate, maintain, repair, or replace any portion of the Condominium that Developer, the Association, or the public authority or private utility is required or permitted to install, operate, maintain, repair, or replace according to the terms and conditions of the Condominium Documents or law. Any action under this subparagraph (c) by Developer or the Association will be described in an appropriate instrument that will be recorded in the Mackinac County Records. Every Owner and every mortgagee of any Unit and every other Person now or later having any interest in and to the Condominium is each deemed to have irrevocably and unanimously consented to any action

hereunder by Developer and to the execution and delivery by Developer of any instruments to evidence any action hereunder by Developer.

(d) Developer reserves the right to install upon or to improve any Limited Common Element as is reasonably necessary to permit Developer at Developer's cost to satisfy any requirements of the City of Mackinac Island, including without limitation any requirements in respect of the approval of the site plan for the Condominium Project.

9. Amendment of this Master Deed and Termination of the Condominium.

(a) When all of the Units are owned by Developer, Developer may unilaterally amend this Master Deed or terminate the Condominium.

(b) When all of the Units are not owned by Developer and except as otherwise provided in this Master Deed, this Master Deed may only be amended with the consent of two-thirds of the value of all of the votes of all of the Owners and all of the first mortgagees of any Units (each mortgagee having a right to vote only to the extent permitted in the Act); except that:

(i) the dimensions of any Unit may not be modified in any material way without the consent of the Owner and each mortgagee of that Unit and the nature and extent of the Limited Common Elements appurtenant to any Unit and the responsibility for the maintenance, repair, or replacement of those Limited Common Elements not be modified in any material way without the written consent of the Owner and each mortgagee of that Unit; and

(ii) during the Development and Sales Period and during the one year period following the last day of the Development and Sales Period, Developer may amend this Master Deed (including the Exhibits attached to this Master Deed) without the consent of any Owner or any mortgagee of any Unit or any other Person having any interest in and to the Condominium to modify the types and sizes of unsold Units and their appurtenant Limited Common Elements, to correct survey or other errors in the Condominium Documents, to clarify or explain any particular terms of the Condominium Documents, to comply with any provisions of the Act or rules promulgated under the Act or with any requirements of any governmental or quasi-governmental agency, to comply with the requirements of any lender to which a Unit will be mortgaged, to satisfy the requirements of a title insurance (or other insurance) company, or for any other purpose that does not materially affect the rights of any Owners or mortgagees of any Units or that is otherwise permitted under this Master Deed; and

(iii) the percentage of value assigned to any Unit and the corresponding value of the vote of the Owner of that Unit and the corresponding proportion of expenses assessed against the Unit owned by that Owner may not be amended or modified without the written consent of that Owner and the mortgagee of the Unit owned by that Owner; and

(iv) easements under the Condominium Documents may not be changed and any obligations in respect of any easements may not be changed without the consent of each Owner who benefits from the easement or obligation, except to the extent described under Paragraph 12, above;

(v) this Master Deed may be amended by Developer as otherwise specifically permitted in the Condominium Documents; and.

(c) Except as otherwise provided in this Master Deed, amendments to this Master Deed may only be proposed (i) by the Association, upon the vote of a majority of the members of the Board of Directors, or (ii) by one-third or more in number of all of the Owners, pursuant to a written instrument signed by those Owners. When an amendment to these Bylaws has been proposed a meeting of the Association will be scheduled to consider that proposed amendment.

(d) Any amendment to this Master Deed will be effective as of the date that a written instrument describing the amendment to this Master Deed is recorded with the Mackinac County Register of Deeds which contains all of the essential elements of the amendment and which otherwise contains all of the terms and conditions required by law.

(e) During the Development and Sales Period this Master Deed may not be without the prior written approval of Developer.

10. Termination. If any of the Units are not owned by Developer, the Condominium may be terminated only with the consent of 100% of the value of the votes of all of the Owners and with the consent of 100% of all of the first mortgagees of any Units (each mortgagee having one vote for each first mortgage of a Unit to that mortgagee); except that during the Development and Sales Period the Condominium may not be terminated without the consent of Developer.

11. Assignment. Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law may be assigned by Developer to the Association or to any other Person, including without limitation any of the powers of Developer under the Bylaws to approve or to disapprove any matter or action. Any assignment by Developer of any of its rights or powers will be effective as of the date that a written assignment thereof is recorded with the Mackinac County Register of Deeds.

Hoban Hill Property, LLC,  
a Michigan limited liability company

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

Its:

\_\_\_\_\_ , 2025

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_, the \_\_\_\_\_ of Hoban Hill Property,  
LLC, a Michigan limited liability company, on behalf of the limited liability company.

Acting in \_\_\_\_\_, Notary Public  
County, \_\_\_\_\_ County

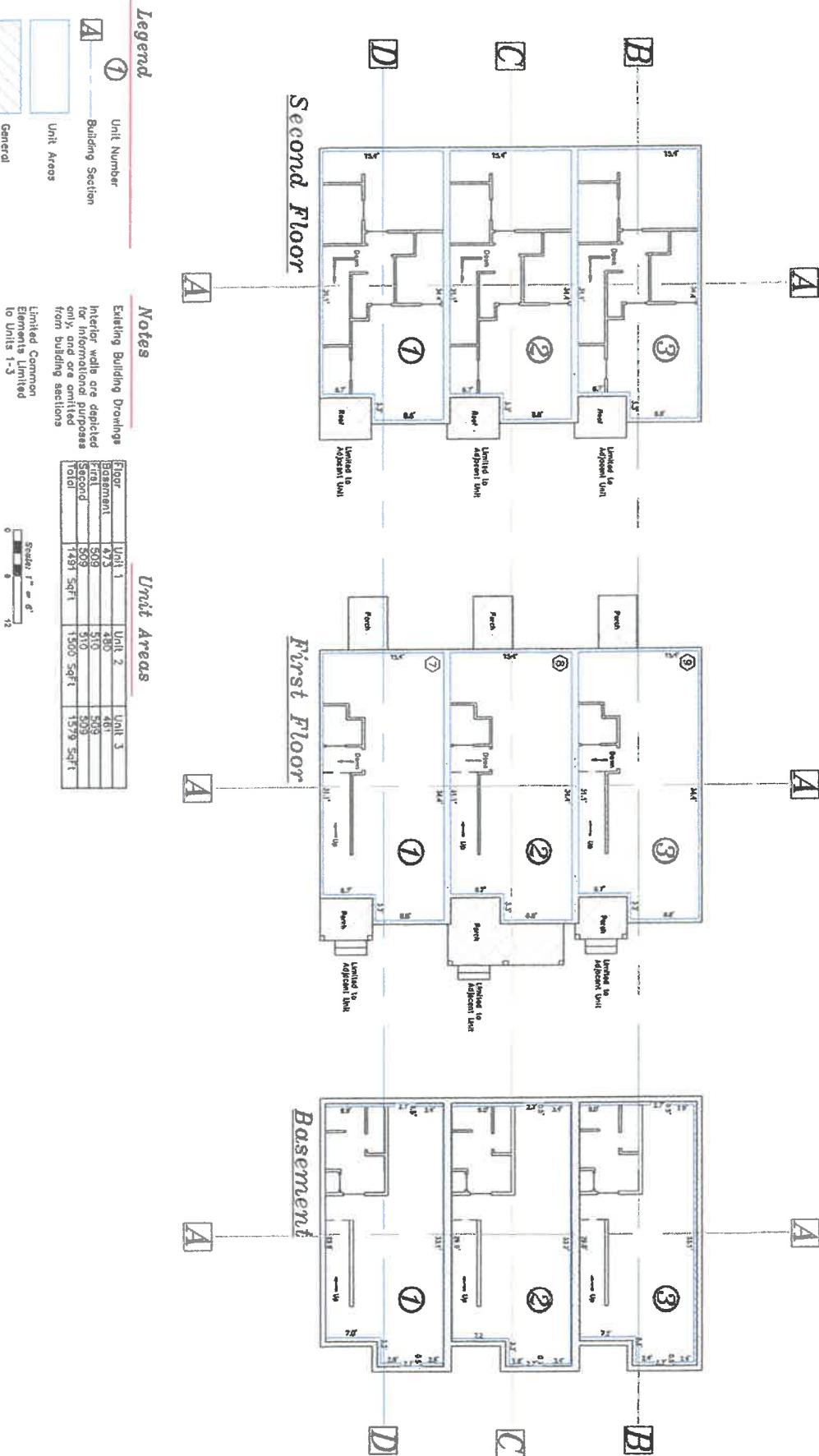
This instrument was drafted by and  
when recorded return to:

John R. Turner  
Post Office Box 2396  
Petoskey, Michigan 49770



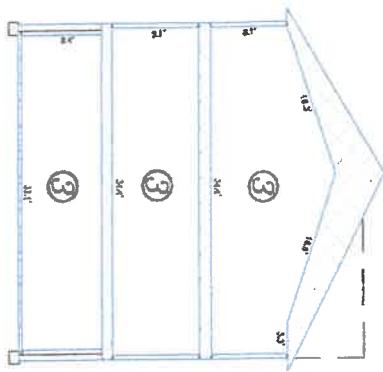
# Hoban Hill Condominium

## A Building & Site Condominium

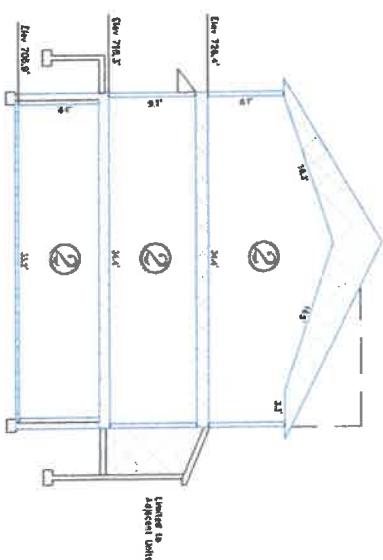


# Hoban Hill Condominium

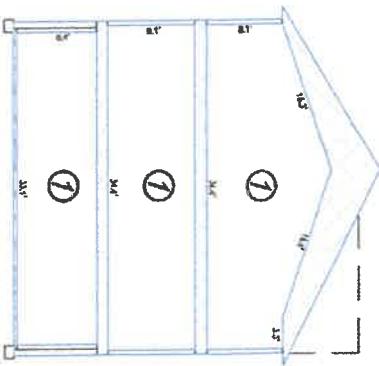
A Building & Site Condominium



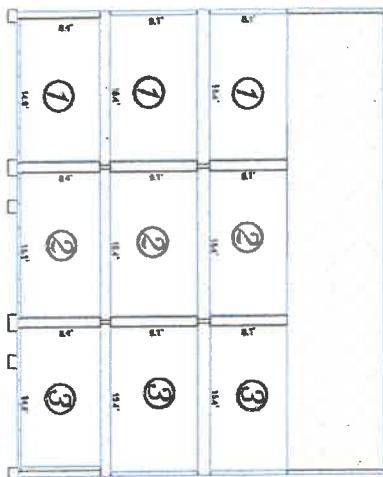
## Section B



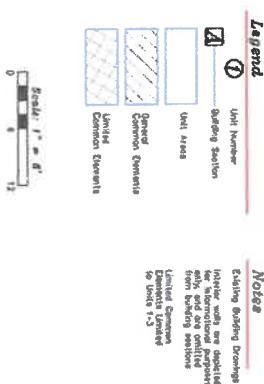
### Section C



## Section D



## Section A



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DATE: September 26, 2025

ORDER #: 23099-HHC-MI

DRAWN BY: Matthew B. Bliss



*Mackinac Country Land Surveys*  
429 Ellsworth St. ~ St. Ignace, MI 49781  
(906) 643-9418 [www.MackinacSurveys.com](http://www.MackinacSurveys.com)

Sheet 5 of 5  
Building Sections

## COMBINED ALLOWABLES:

**MAXIMUM LOT COVERAGE** = 40%  
**BUILDING AREA** = 17,521 S.F.  
**TOTAL IMPERMEABLE LOT COVERAGE** = 67% = 33.9%  
**ALLOWABLE DENSITY** = 20 DWELLING UNITS PER ACRE  
**ALLOWABLE DENSITY** = 1 OCCUPANT PER 600 s.f. SITE

### COMBINED LOT DENSITY:

LOT 1: @20 DWELLING UNITS PER  
ACRE = 4 ALLOWED, 3 ACTUAL.

#### BREAKDOWN OF EMPLOYEES:

BUILDING A: 2 SLEEPING ROOMS	= 20x12	= 4 x 10 = 40
BUILDING B: 6 SLEEPING ROOMS	= 40x12	= 8 x 10 = 80
BUILDING C: 2 SLEEPING ROOMS	= 20x12	= 4 x 10 = 40
BUILDING D: 2 SLEEPING ROOMS	= 20x12	= 4 x 10 = 40
TOTAL OCCUPANTS	= 20x4	= 24
INDIVIDUAL LOT SIZES:		
LOT 1: AREA: 0.821 ac.	= 0.821 Acres, Min. Width = 60'	
LOT 2: AREA: 0.819 ac.	= 0.819 Acres, Min. Width = 61'	
LOT 3: AREA: 0.819 ac.	= 0.819 Acres, Min. Width = 61'	
LOT 4: AREA: 0.819 ac.	= 0.819 Acres, Min. Width = 61'	
LOT 5: AREA: 13.000 ac.	= 13.000 Acres, Min. Width = 101'	
INDIVIDUAL LOT COVERSAGES:		
LOT 1: IMPERVIOUS: 2,380 sf.	= 25%	
LOT 2: IMPERVIOUS: 3,394 sf.	= 30.25%	
LOT 3: IMPERVIOUS: 2,869 sf.	= 31.75%	
LOT 4: IMPERVIOUS: 3,404 sf.	= 36.05%	
LOT 5: IMPERVIOUS: 5,046 sf.	= 38.75%	

**INDIVIDUAL LOT DENSITIES:**

LOT #1 ALLOWABLE DENSITY =  $\frac{20}{100} = 0.20$  ACRES  
 LOT #2 ALLOWABLE DENSITY =  $\frac{10}{100} = 0.10$  ACRES  
 LOT #3 ALLOWABLE DENSITY =  $\frac{10}{100} = 0.10$  ACRES  
 LOT #4 ALLOWABLE DENSITY =  $\frac{10}{100} = 0.10$  ACRES  
 LOT #5 ALLOWABLE DENSITY =  $\frac{10}{100} = 0.10$  ACRES

**STORMWATER PLAN:**

DESIGN CRITERIA:  
10 YEAR 24 HOUR PAVEMENT = 3.3"  
(SLOPED, DRY LADA REPORT)  
(CLAY) = 100% PLANT  
REINFORCEMENT, ROLL OF SOIL = 0.47".  
DESIGN FLOW = 0.0167 ft/sec.  
DESIGN FLOW = 15.81 cu. ft. per second.  
DESIGN FLOW = 57.85 cu. ft. per second.  
STORM ABSORPTION, VOLUME, DRAINS REACHING DETENTION  
AREAS = 4,424 cu. ft.  
STORMWATER WALL BE ABLE TO WITHSTAND 100%  
STRUCTURES WITH NO REINFORCEMENT REQUIRED.

STORMWATER PLAN:  
LOT 11 ALLOWS 100% PLANT  
LOT 21 ALLOWS 100% DENSITY = 0.65 x 0.618 = 17 ALLOWED, 10 PROPOSED  
LOT 23 ALLOWABLE DENSITY = 0.65 x 0.618 = 17 ALLOWED, 10 PROPOSED  
LOT 44 ALLOWABLE DENSITY = 0.65 x 0.600 = 17 ALLOWED, 10 PROPOSED  
LOT 95 ALLOWABLE DENSITY = 0.65 x 13.000 = 20 ALLOWED, 24 PROPOSED

LOT DENSITY FOR DOUD  
LOT INCREASED BY 50 s.f.  
FOR TRASH BIN

A. LANDSCAPE BUFFERS SHALL HAVE A MINIMUM WIDTH OF TEN FEET AND SHALL BE PLANTED WITH GRASS, GROUND COVER, SHRUBS, OR OTHER SUITABLE PLANT MATERIAL. THE LOCATION, PLACEMENT, SPACING AND TYPES OF PLANT MATERIALS SHALL BE SUCH THAT AN APPARENT HORIZONTAL AND VERTICAL OSCILLATING OR SPREADING EFFECT BETWEEN LAND USES WILL BE ACHIEVED.  
B. ALL PLANTS COMPRISING THE BUFFER WILL BE CONTINUOUSLY MAINTAINED IN A SOUND, HEALTHY, VIGOROUS CONDITION, FREE OF DISEASES, INSECT PESTS, ROT, RUST AND DEBRIS.  
C. MINIMUM SIZES OF TREES AND SHRUBS PLANTED AS A PART OF A LANDSCAPE BUFFER ARE AS FOLLOWS:  
1. DECIDUOUS SHRUBS, MINIMUM TWO FEET IN HEIGHT.  
2. DECIDUOUS TREES, MINIMUM TWO INCHES IN CALIPER (DIAMETER).  
3. EVERGREEN SHRUBS, MINIMUM TWO FEET IN HEIGHT.  
4. EVERGREEN TREES, MINIMUM FIVE FEET IN HEIGHT.

LANDSCAPE NOTES

**BOLTON 12W LED, 36" HEIGHT, BRONZE FINISH w/ CUT-OFF HOOD COACH LIGHTS ADJACENT TO EACH ENTRY DOOR**

Richard Clements Architect, PLLC  
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999-370-3444

SITE PLAN CONFORMS  
TO HILL SURVEY CONDO  
DOCS DATED 9.26.15

rev: 10.27.25  
rev: 08.25.25

**HOBAN HILL HOUSING** rev: 07-24-23 sheet:  
 rev: 08.13.23 rev: 01.16.23  
 rev: 12.29.22

**CADOTTE AVENUE** rev: 08.24.23 date: 12.27.22

**A 1**

## MAINTENANCE SCHEDULE FOR HOBAN HILL CONDO



### SNOW REMOVAL:

Chippewa Maintenance Staff will snow blow the property for fire truck access to buildings

Each building's Maintenance Staff will shovel the entrance areas for the year around residents

Year around townhouse residents will be responsible for shoveling their walkway to their townhouses.

### GARBAGE PICK UP

Metal garbage cans inserted with Black Bags are located at each building for residents to drop their garbage bags into the garbage cans on the property. Each building's maintenance staff are responsible for bringing the bagged garbage to the garbage bin on the Northwest corner of the property. Mackinac Island Service Co has identified this as the most convenient pick-up spot. The design and location of the shared garbage bin is included in the packet. One garbage bin will be sufficient for all three buildings.

Townhouse residents are responsible for placing their garbage bags on garbage day at the front of Cadotte Ave for pickup.

### LAWN MAINTENANCE

Doug Darga has installed an irrigation system for all existing buildings. Mackinac Landscaping has also been engaged to maintain the common lawn area with a regular mowing schedule.

File No. R321-007-008

Exhibit JJ

Date 10-28-25

Initials kp