



TENTH AMENDMENT TO MASTER DEED OF CONDOMINIUM HOMES OF NORTHBAY POINTE

This Tenth Amendment to the Master Deed of Condominium Homes of Northbay Pointe (the "Tenth Amendment") is made and executed this 8th day of September, 2025, by the Condominium Homes of Northbay Pointe Owners' Association, a Michigan non-profit corporation (the "Association"), whose address is 311 West Lake Street, Unit 11, Tawas City, Michigan 48763, represented herein by Charles Tischer, the President of the Association.

Condominium Homes of Northbay Pointe (the "Condominium") was established as a condominium project pursuant to the Michigan Condominium Act, 59 PA 1978, by the recording of the original Master Deed at Liber 342, Page 430, Iosco County Records, as amended by the First Amendment to Master Deed recorded at Liber 344, Page 562, Iosco County Records, as amended by the Second Amendment to Master Deed recorded at Liber 353, Page 822, Iosco County Records, as amended by the Third Amendment to Master Deed recorded at Liber 355, Page 712, Iosco County Records, as amended by the Fourth Amendment to Master Deed recorded at Liber 366, Page 400, Iosco County Records, as amended by the Fifth Amendment to Master Deed recorded at Liber 366, Page 706, Iosco County Records, as amended by the Sixth Amendment to Master Deed recorded at Liber 381, Page 107, Iosco County Records, as amended by the Seventh Amendment to Master Deed recorded at Liber 387, Page 813, Iosco County Records, as amended by the Eighth Amendment to Master Deed recorded at Liber 394, Page 558, Iosco County Records, and as amended by the Ninth Amendment to Master Deed recorded at Liber 405, Page 655, Iosco County Records (the "Master Deed"), and known as Iosco County Condominium Subdivision Plan No. 6.

Article III, Section 3.2 of the Master Deed identifies the method or formula used to determine the Percentages of Values of the Units as the relative size of each Unit, as determined by the square foot area of its floor space. The Ninth Amendment to Master Deed identifies the most recently altered Percentages of Value for the Units in the Condominium based on revisions to the Condominium Subdivision Plan. However, the Ninth Amendment to Master Deed includes a Percentage of Value allocation that was based on inaccurate square footage data.

This Tenth Amendment alters the Percentages of Value for the Project to reflect the relative size of each Unit, as determined by the corrected square foot area of its floor space measured by Spicer Group, Inc., but does not modify the method or formula used to determine the Percentages of Value of Units in the Project. The Surveyor's Report from Spicer Group, Inc., is attached hereto as Exhibit A. This Tenth Amendment does not enlarge the Common Elements of the existing condominium project.



18/20

NOW, THEREFORE, the Association does, upon the recording of this Tenth Amendment, amend the Master Deed as set forth below.

AMENDMENT

1. **Article III, Paragraph 3.2 of the Master Deed.** Article III, Paragraph 3.2 of the Master Deed is hereby amended by deleting current Article III, Paragraph 3.2 and replacing it with new Article III, Paragraph 3.2, which states as follows:

3.2 Percentage of Value Assigned to Each Condominium Unit. A percentage of value is hereby assigned to each Condominium Unit based upon the relative size of each Unit, as determined by the square foot area of its floor space, as follows:

Unit Number as Specified in Exhibit B	Square Footage	Percentage of Value Assigned
1	1103	1.955%
2	1052	1.865%
3	1052	1.865%
4	1103	1.955%
5	1103	1.955%
6	1052	1.865%
7	1052	1.865%
8	1103	1.955%
9	1103	1.955%
10	1052	1.865%
11	1052	1.865%
12	1103	1.955%
63	1103	1.955%
14	1052	1.865%
15	1052	1.865%
16	1103	1.955%
17	1103	1.955%
18	1052	1.865%
19	1052	1.865%
20	1103	1.955%
21	1103	1.955%
22	1052	1.865%
23	1052	1.865%
24	1103	1.955%
25	2044	3.624%
26	1896	3.361%
27	1896	3.361%
28	2044	3.624%
33	1103	1.955%

34	1052	1.865%
35	1052	1.865%
36	1101	1.952%
37	1101	1.952%
38	1052	1.865%
39	1052	1.865%
40	1103	1.955%
41	1103	1.955%
42	1052	1.865%
43	1103	1.955%
44	1103	1.955%
45	1052	1.865%
46	1103	1.955%
49	942	1.670%
50	942	1.670%
51	942	1.670%
52	942	1.670%
53	942	1.670%
54	942	1.670%
55	942	1.670%
56	942	1.670%

The percentage of value assigned to each Unit shall be determinative of each Co-owner's proportionate share of Association proceeds and expenses and of the numerical weight of each Co-owner's vote as a member of the Condominium Association. The total percentage of value of all Condominium Units is 100%. No percentage of value is assigned to a Condominium Unit for any Limited Common Element, including any garage (labeled "G" on the Subdivision Plan), appurtenant to the Unit.

Except as set forth in this Tenth Amendment, the Master Deed, Bylaws, and Condominium Subdivision Plan are confirmed, ratified, and re-declared.

In the event of a conflict between this Tenth Amendment and the Master Deed or Bylaws, the provisions of this Tenth Amendment shall control.

[Signature on following page]

The Association has caused this Tenth Amendment to be executed on the day and year first above written and shall be effective upon recording with the Iosco County Register of Deeds.

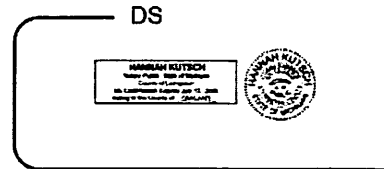
**Condominium Homes of Northbay Pointe
Owners' Association, a Michigan nonprofit
corporation**

Signed by:
By: Charles Fischer
Name: Charles Fischer
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 8th day of September, 2025, the foregoing Tenth Amendment to Master Deed was acknowledged before me by Charles Fischer, President of Condominium Homes of Northbay Pointe Owners' Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

DocuSigned by:
Hannah Kutsch
520CE9D1324049E...
Notary Public, Hannah Kutsch
Livingston County, Michigan
My Commission Expires: July 13, 2029
Acting in Oakland County, Michigan



Drafted by and when recorded, return to:

Michael T. Pereira
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

Exhibit A

Surveyor's Report



Surveyor's Report

Spicer Group, Inc. is a full-service surveying and engineering consulting firm providing professional services nationwide to both private and public clients. We are headquartered in Saginaw, MI with offices throughout the state of Michigan and an office in Atlanta, GA. Since 1944, we have provided solutions to our clients that are stronger, safer, and smarter.

Spicer Group has been providing professional laser scanning services since the early 2000s. For this North Bay Pointe Condominiums project in Tawas City, MI, we utilized a Leica RTC360 3D laser scanner to capture highly accurate three-dimensional data in the interior of eight condominium units. This scanner is highly portable, captures precise data, and can measure up to 2 million points per second and advanced HDR imagery. Data was collected in the following units:

- Unit 4
- Unit 9
- Unit 11
- Unit 25
- Unit 27
- Unit 36
- Unit 43
- Unit 53

The laser scanning data collection process occurred on Monday, February 17th and Tuesday, February 18th, 2025, in Tawas City. Our survey crew was escorted each day to each condominium unit by a board member of the NBP Condominium Association. We were granted access to each unit by either the tenant of the unit or the board member. The data collection process at each unit lasted about two hours and included multiple scanner setups throughout the unit. These multiple scanner setups are strategically located to capture the necessary data in every area of the unit and positioned in such a way that provided sufficient overlap between setups.

After completion of the laser scanning data collection, the data was brought back to the office where the processing and registration phases began. We use Leica Cyclone as our 3D point cloud processing software, and the first step was to import the data into Cyclone. After import, each individual scan was reviewed and checked to ensure data quality. Then,

the software registers and unifies all of the individual scans (per unit) into one, seamless point cloud using a technique called cloud-to-cloud registration. Overlapping data between the different scans in each unit is used to geospatially “stitch” the scans together.

Once a registered point cloud per unit had been generated, we spent some time removing noise and other unwanted data from the point cloud. This included false data that was created by highly reflective surfaces such as mirrors and windows. The final cleaned, registered point cloud was then exported out of Cyclone for use in MicroStation, a CAD software platform developed by Bentley Systems, where a polygon was created on the perimeter walls of each individual unit. This outline of each unit was then dimensioned, and the square footage of the polygon was calculated directly in the MicroStation software. Each unit’s outline, a 3D point cloud view of the unit, and the square footage of each unit was provided in a PDF format. The square footages of each of the units is as follows:

- Unit 4 - 1103 sq. ft.
- Unit 9 - 1103 sq. ft.
- Unit 11 - 1052 sq. ft.
- Unit 25
 - 1st Floor - 1265 sq. ft.
 - 2nd Floor - 779 sq. ft.
- Unit 27
 - 1st Floor - 1110 sq. ft.
 - 2nd Floor - 786 sq. ft.
- Unit 36 - 1101 sq. ft.
- Unit 43 - 1103 sq. ft.
- Unit 53 - 942 sq. ft.

I, Lucas C Hanson, being a Professional Surveyor in the State of Michigan do hereby certify that this Surveyor's Report accurately describes the survey performed and that the electronic PDF reports have been developed from survey data collected under my direct supervision.

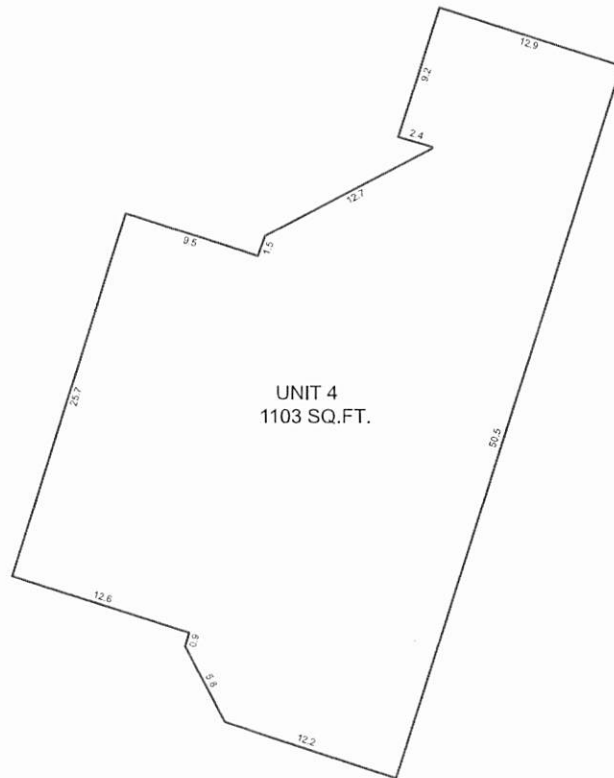


Lucas C Hanson
Professional Surveyor #4001064423

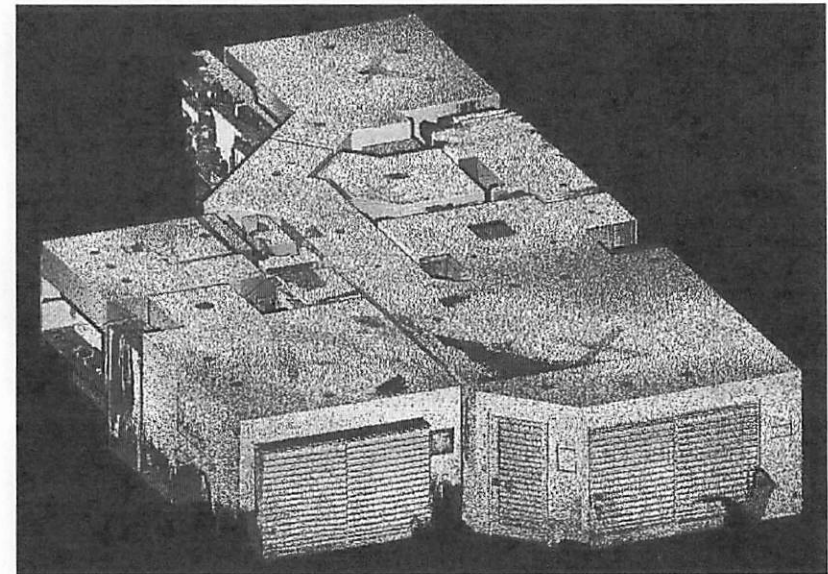
4/17/2025

Date

NORTHBAY POINTE CONDOMINIUM UNIT 4



UNIT OUTLINE



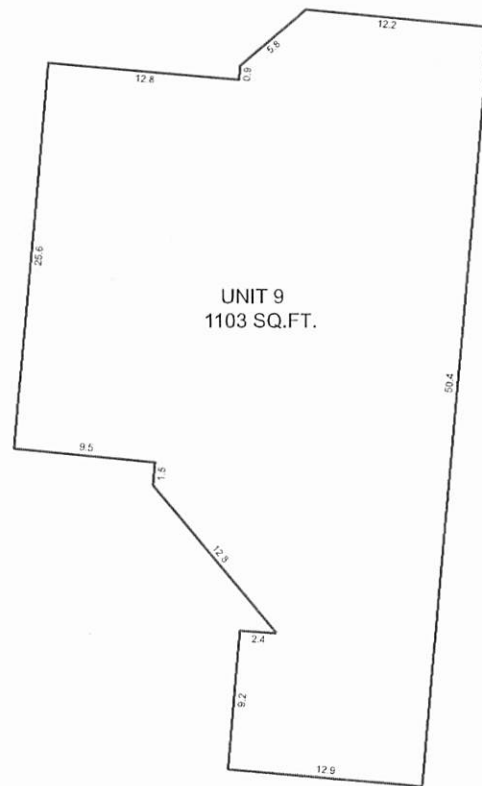
3D POINT CLOUD VIEW OF UNIT 4



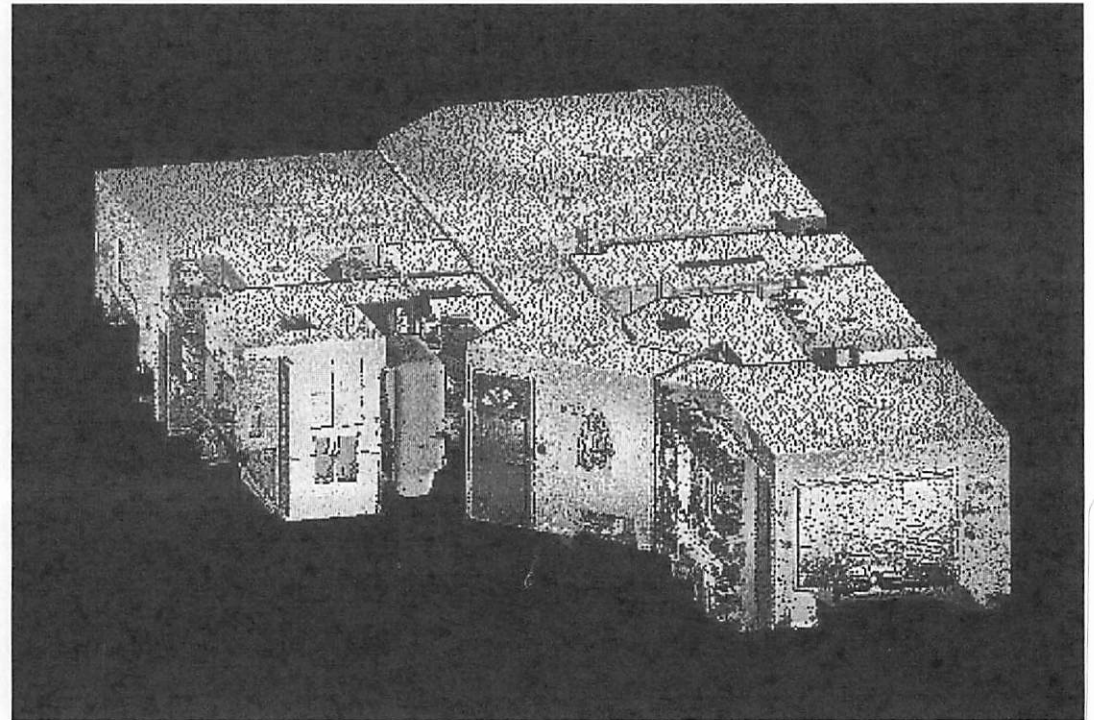
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NORTHBAY POINTE CONDOMINIUM UNIT 9



UNIT OUTLINE



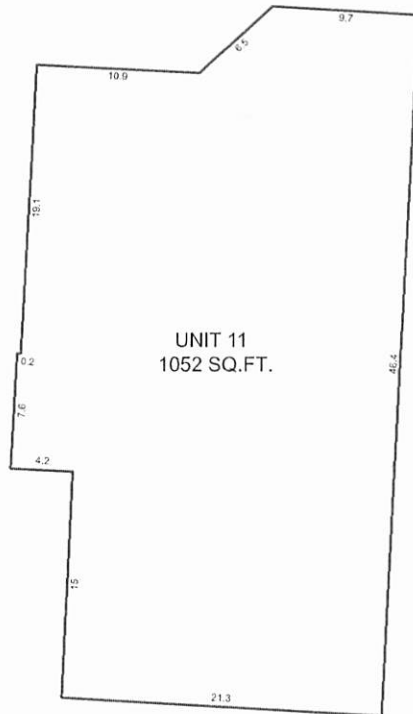
3D POINT CLOUD VIEW OF UNIT 9



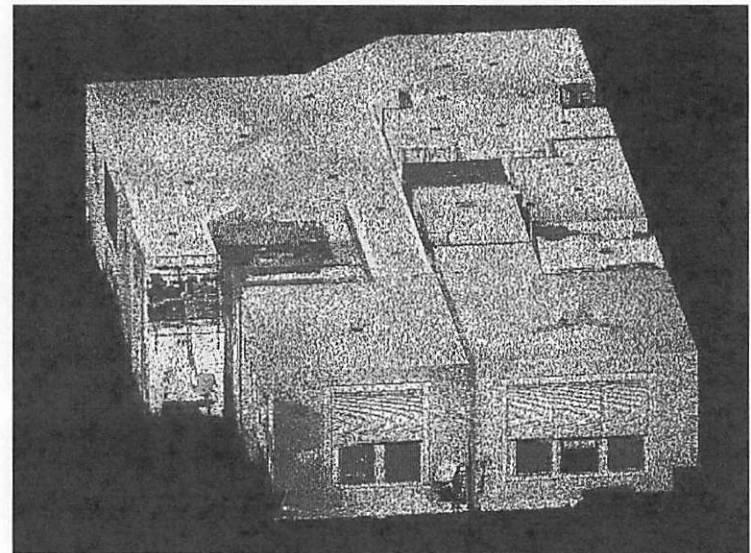
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NORTHBAY POINTE CONDOMINIUM UNIT 11



UNIT OUTLINE



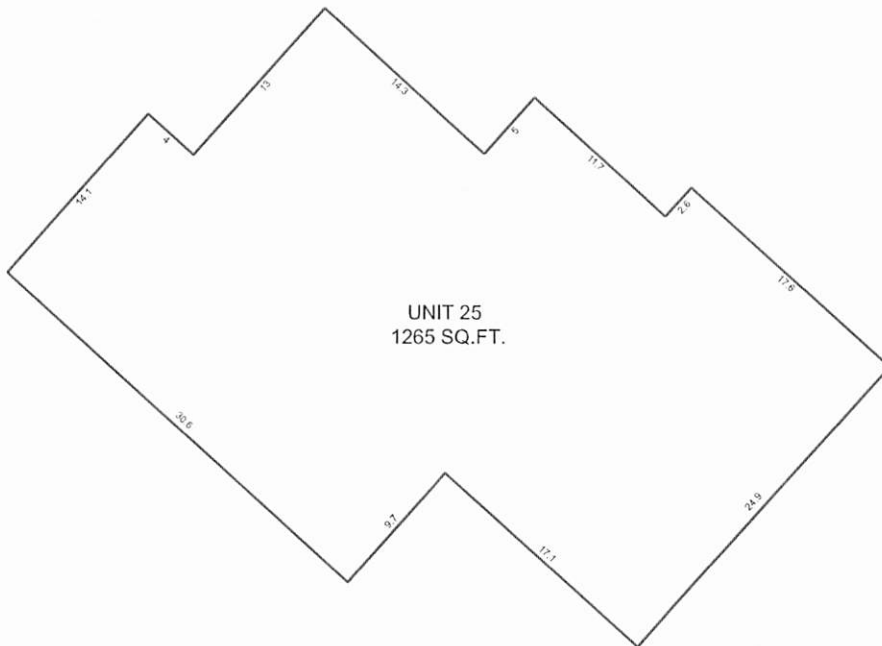
3D POINT CLOUD VIEW OF UNIT 11



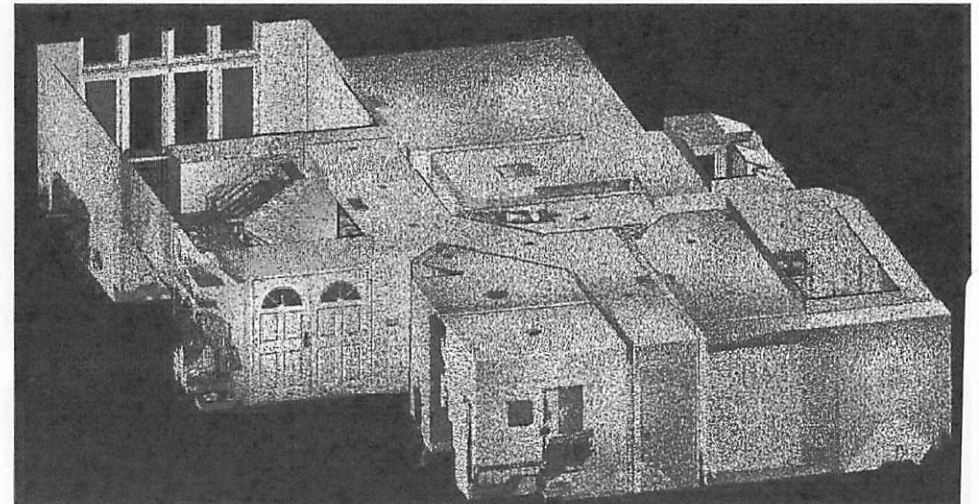
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NORTHBAY POINTE CONDOMINIUM FIRST FLOOR UNIT 25



UNIT OUTLINE



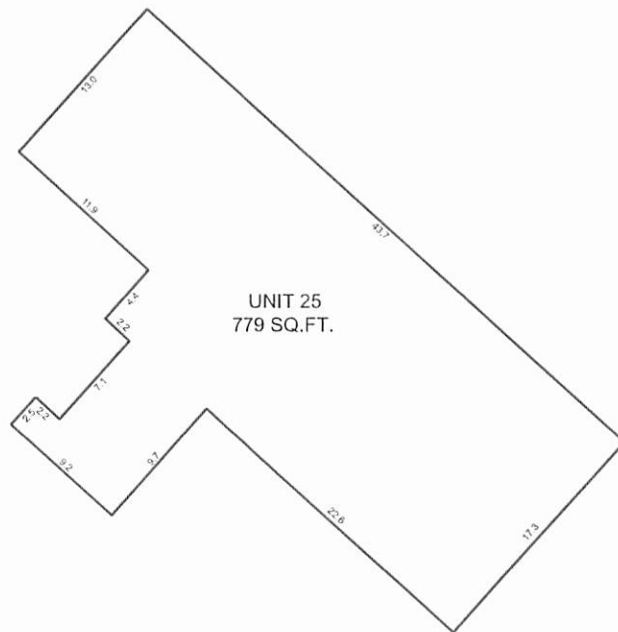
3D POINT CLOUD VIEW OF UNIT 25



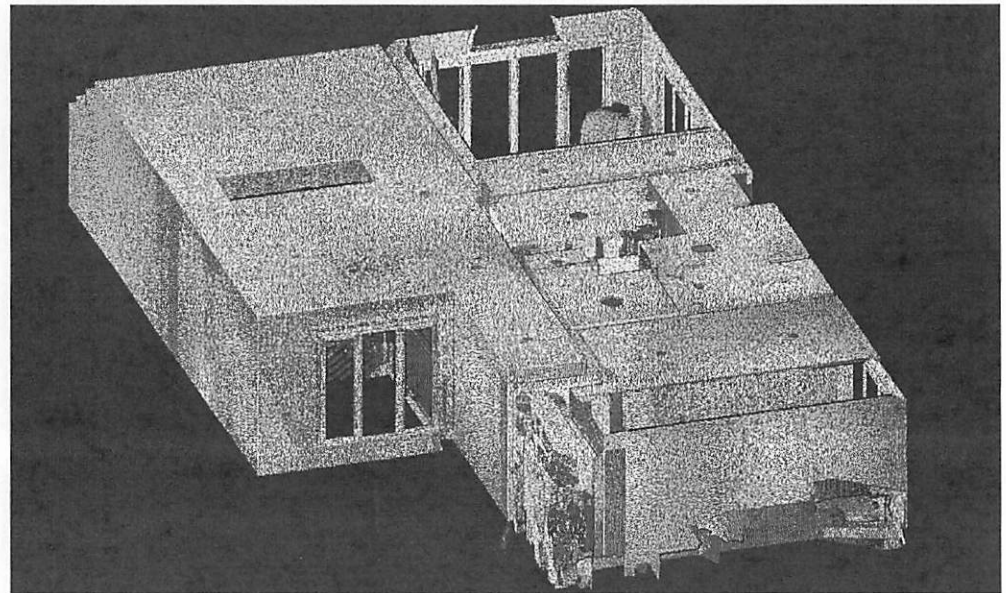
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NORTHBAY POINTE CONDOMINIUM SECOND FLOOR UNIT 25



UNIT OUTLINE



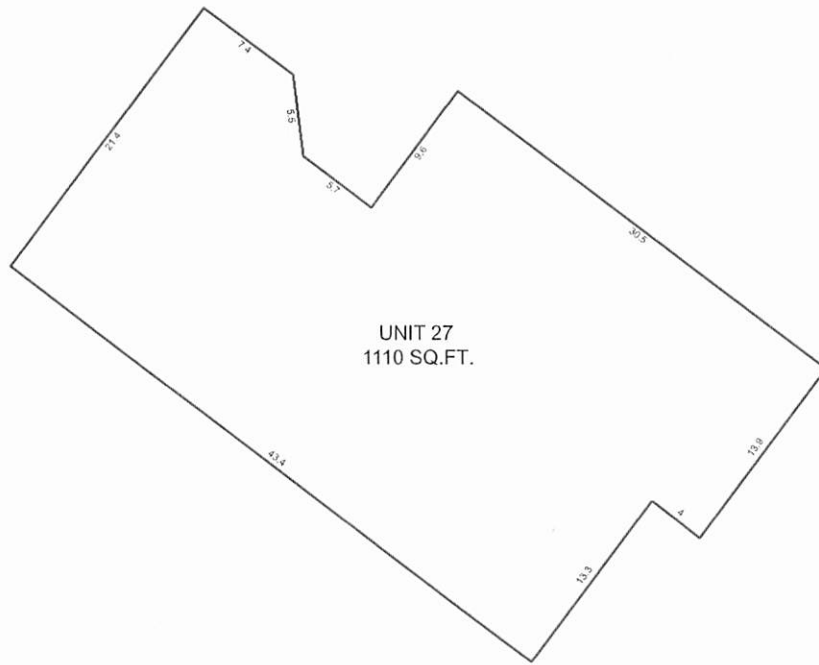
3D POINT CLOUD VIEW OF UNIT 25



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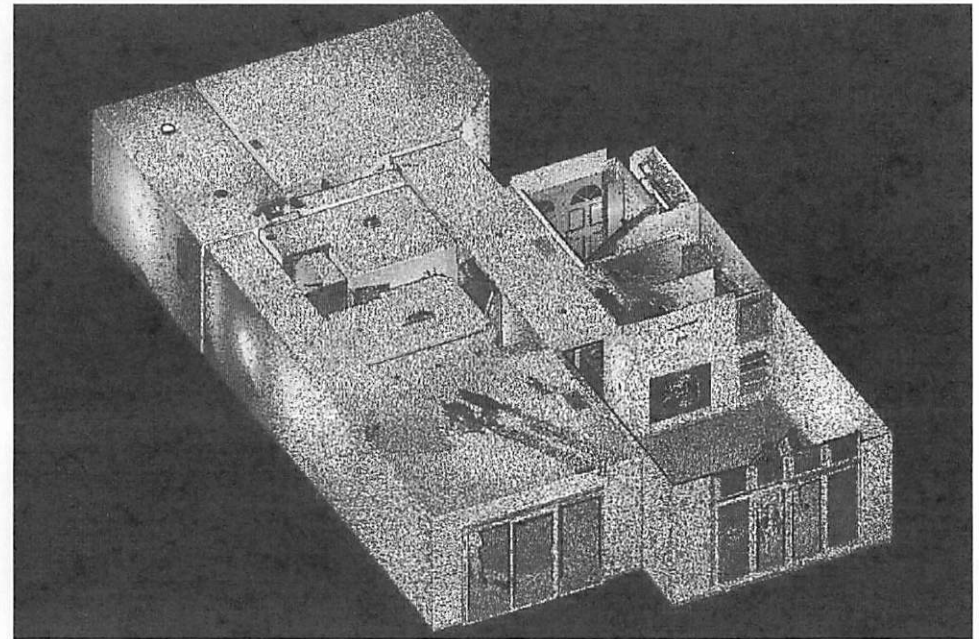


NORTHBAY POINTE CONDOMINIUM FIRST FLOOR UNIT 27



UNIT 27
1110 SQ.FT.

UNIT OUTLINE



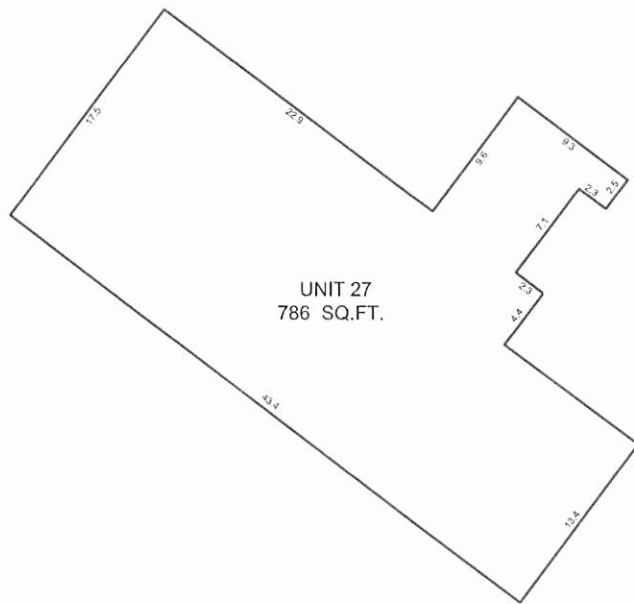
3D POINT CLOUD VIEW OF UNIT 27



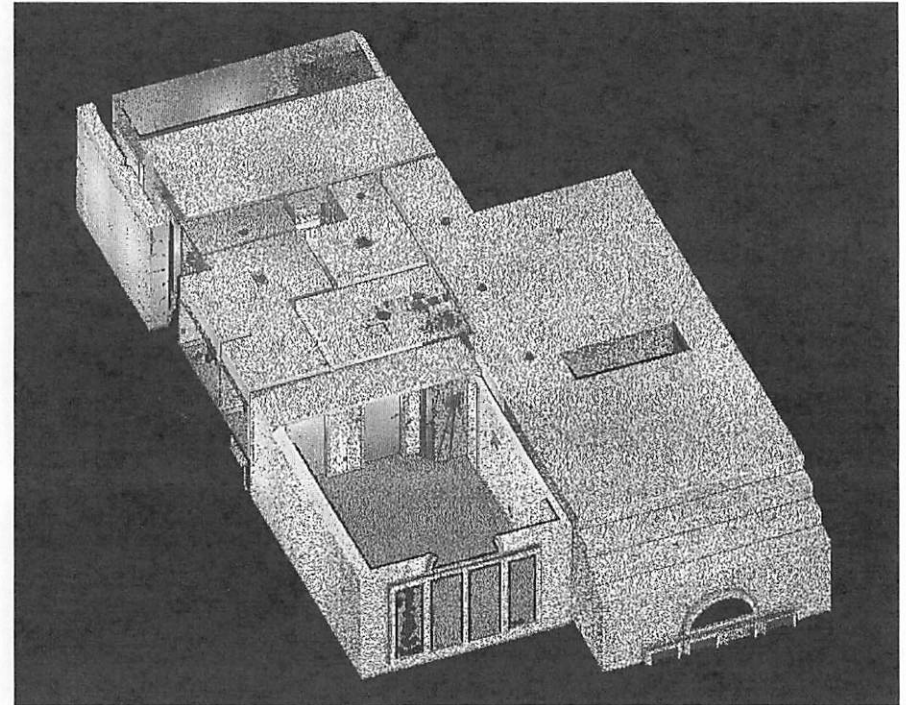
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NORTHBAY POINTE CONDOMINIUM SECOND FLOOR UNIT 27



UNIT OUTLINE



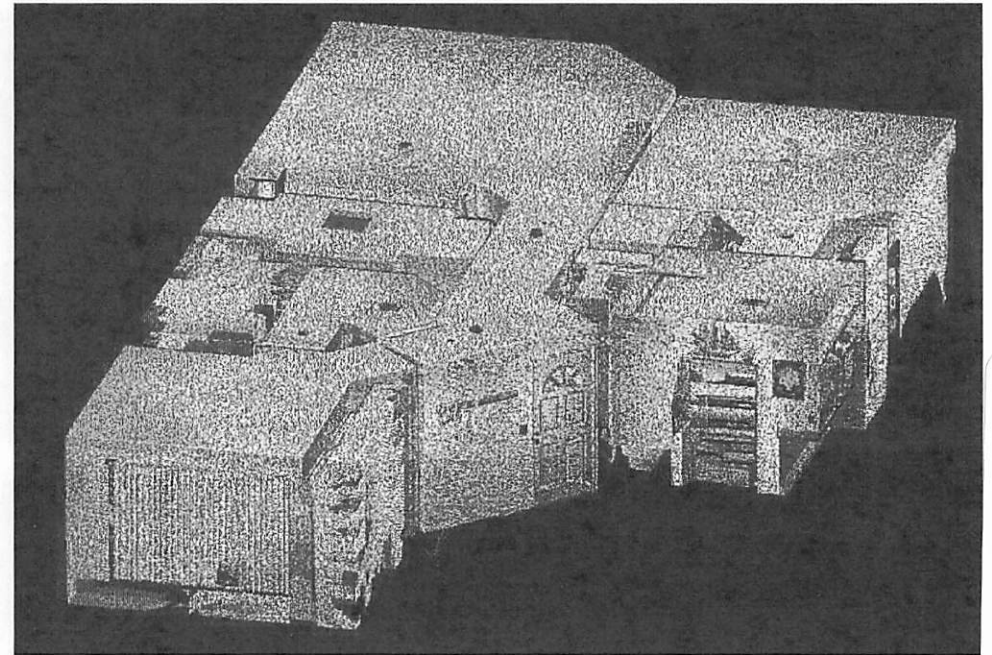
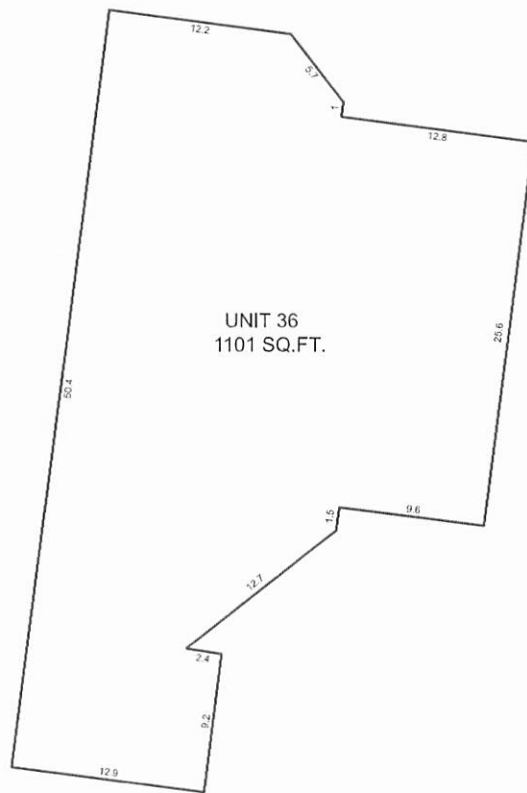
3D POINT CLOUD VIEW OF UNIT 27



SCALE: NOT TO SCALE



NORTHBAY POINTE CONDOMINIUM UNIT 36



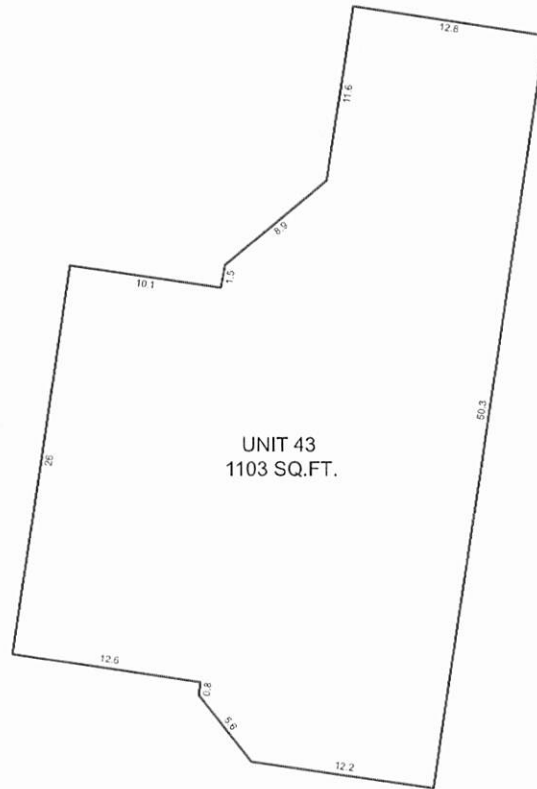
3D POINT CLOUD VIEW OF UNIT 36



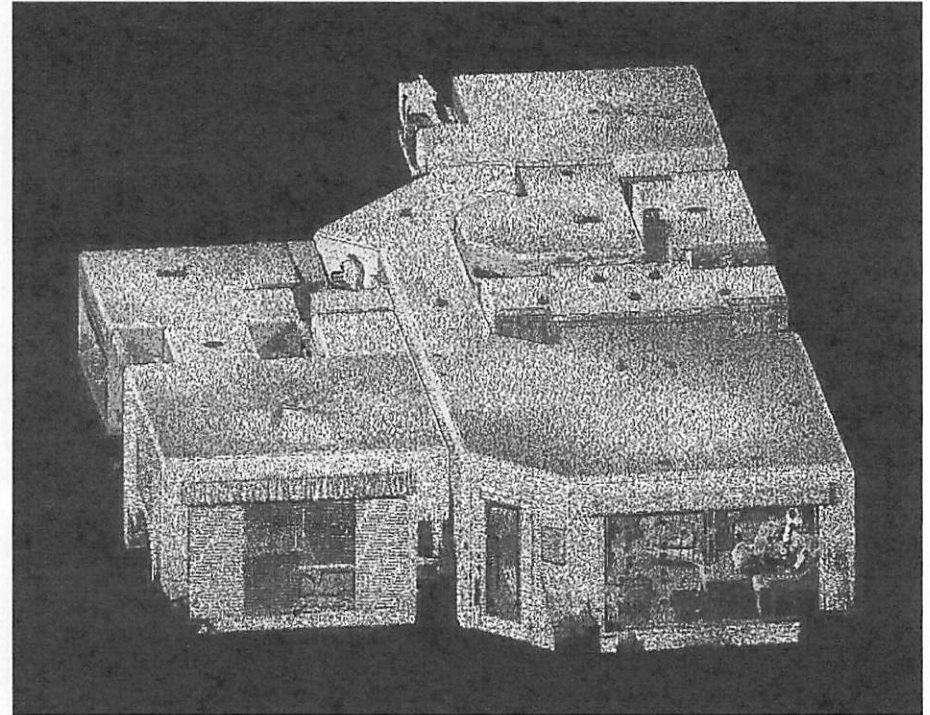
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NORTHBAY POINTE CONDOMINIUM UNIT 43



UNIT OUTLINE



3D POINT CLOUD VIEW OF UNIT 43



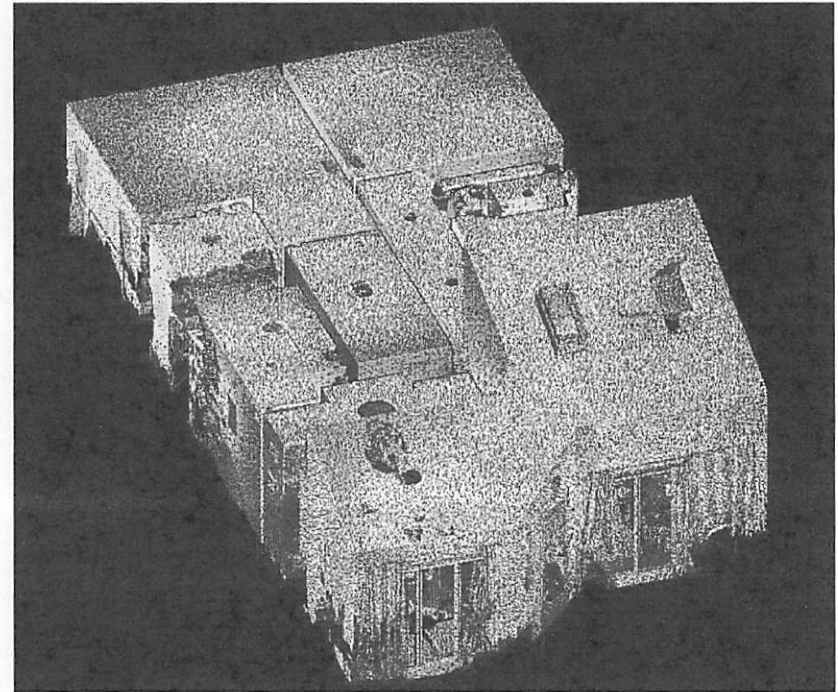
SCALE: NOT TO SCALE



NORTHBAY POINTE CONDOMINIUM UNIT 53



UNIT OUTLINE



3D POINT CLOUD VIEW OF UNIT 53



SCALE: NOT TO SCALE



DECLARATION OF AUTHENTICITY

State of Michigan

County of Oakland

This Declaration of Authenticity is being attached to the *Tenth Amendment to Master Deed of Condominium Homes of Northbay Pointe*, dated September 8, 2025, and containing 17 pages. It is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution. This declaration is made under penalty of perjury.

Signed this 25th day of September, 2025.Hannah KutschHannah Kutsch

This Declaration of Authenticity was subscribed and sworn to in my presence by Hannah Kutsch on this 25 day of September 2025.

Liana Zervos
Notary Public, Liana ZervosOakland County, MichiganMy Commission Expires: 06/09/2029Acting in Oakland County, Michigan

LIANA ZERVOS Notary Public, State of Michigan County of Oakland My Commission Expires Jun. 09, 2029 Acting in the County of <u>Oakland</u>
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