

PATTY NIEPOTH

Antrim County
Register of Deeds

7/23/03 15:08:04

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**FIRST AMENDMENT
TO THE MASTER DEED
OF
SNOWSHOE CONDOMINIUM**

THIS AMENDMENT IS BEING RE-RECORDED TO CORRECT ERRORS IN THE DOCUMENT RECORDED IN LIBER 00647, PAGES 0738 through 0740. THIS DOCUMENT SHALL REPLACE AND SUPERCEDE THE PREVIOUSLY RECORDED DOCUMENT.

The Real Estate Place of Bellaire, Inc., a Michigan Corporation, whose address is 5820 Shanty Creek Road, Bellaire, Michigan 49615, being the successor Developer of Snowshoe Condominium, a condominium project established pursuant to the Master Deed of Snowshoe Condominium dated March 3, 1982, and recorded in Liber 268, Pages 753 through 761, Antrim County Register of Deeds, Antrim County, Michigan and known as Antrim County Subdivision Plan No. 15 recorded in Liber 268, Pages 780 through 788 as may have been amended. The Real Estate Place of Bellaire, Inc. hereby further amends the Master Deed (including Exhibit "B") of Snowshoe Condominium pursuant to the authority granted by the owners of Snowshoe Condominium through a written vote whereby over 66.67 percent of the owners voted in favor of this amendment. The Ballots which memorialize said vote are attached hereto and made a part hereof. The purpose of this amendment is to permit the expansion of the condominium with up to eight (8) additional units. This amendment provides for the expansion of the condominium by two (2) units.

The Master Deed is hereby amended as follows:

1. Amend the legal description contained in Article II of the Master Deed as follows:

The following legal description for Units 22 and 23 shall be added to the existing, previously recorded legal description for Units 1 through 21 of Snowshoe Condominium.

UNITS 22 and 23:

A parcel of land situated in the Township of Kearney, County of Antrim, State of Michigan, and described as follows, to-wit:

That part of the Southwest 1/4 of Section 32, T30N-R7W described as: Commencing at the West 1/4 corner of said Section; thence S43°20'17"E, 922.71 feet (recorded as S44°10'25"E, 910.38 feet) to the recorded West corner of Snowshoe Condominium as recorded in Liber 268, Page 780; thence N40°47'10"E, along the existing boundary of said condominium 185.70 feet (recorded as N40°40'45"E, 186.12 feet); thence S87°24'56"E, 217.87 feet (recorded as S87°32'15"E, 217.98 feet) to the South line of The Northern condominium; thence along the South line of said The Northern condominium, S40°55'22"E, 100.05 feet (recorded as S40°59'39"E, 100.00 feet); thence along the Easterly line of said Snowshoe Condominium S40°46'04"W (recorded as S40°39'20"W), 238.27 to the POINT OF BEGINNING of the addition of Snowshoe Condominium; thence S15°34'32"W, 154.94 feet; to a point which is on the Westerly line of a road and utility easement recorded in Liber 283, Page 543 and Liber 261, Page 486, thence continuing along said West easement line, S15°34'32"W, 161.19 feet; thence continuing along said West easement line, S06°22'40"W, 273.48 feet; thence continuing along said West easement line, Southwesterly 159.73 feet along the arc of a 233.48 foot radius curve to the right, the chord bears S25°58'21"W, 156.63 feet; thence N01°47'50"E along the East line of The Legend Condominium (recorded as N04°35'38"E), 119.02 feet; thence N08°41'35"W, along said East line 99.81 feet (recorded as N08°37'47"W, 99.99 feet); thence N08°15'34"W along said East line, 170.08 feet (recorded as N08°09'07"W 170.52 feet); thence N11°30'56"W along the East line of The Legend Condominium, 63.43 feet (recorded as N08°28'19"W 63.54 feet) also (recorded as N11°34'19"W, Snowshoe Condominium); thence N57°53'48"E, 157.62 feet (recorded as N57°43'50"E, 157.99 feet); thence N20°17'23"E, 61.56 feet (recorded as

N20°08'07"E, 62 feet); thence N58°44'10"W, 24.95 feet to a point at the Southeasterly corner of said existing Snowshoe Condominium; thence N40°46'04"E, 151.25 feet to the POINT OF BEGINNING. Containing 1.42 acres of land more or less. SUBJECT TO AND TOGETHER WITH a road, utility and development easement along the Westerly 30' and Northwesterly 15' of this addition; also SUBJECT AND TOGETHER WITH a road and utility easement recorded in Liber 283, Page 543 and Liber 261, Page 486, and subject to easements and restrictions of record.

ALSO SUBJECT AND TOGETHER WITH a road, utility and development easement fifteen feet wide along the Northerly boundary of the addition to the condominium and 30 feet wide along the westerly boundary of the addition to the condominium, as provided by the amended Sheets 10 through 13 attached hereto. Said easement shall be for the benefit of The Real Estate Place of Bellaire, Inc., its successors and/or assigns.

ACCORDINGLY, THE SNOWSHOE CONDOMINIUM REVISED TOTAL BOUNDARY IS AS FOLLOWS:

A parcel of land situated in the Township of Kearney, County of Antrim, State of Michigan, and described as follows, to-wit:

That part of the Southwest 1/4 of Section 32, T30N-R7W described as: Commencing at the West 1/4 corner of said Section; thence S43°20'17"E, 922.71 feet (recorded as S44°10'25"E, 910.38 feet) to the POINT OF BEGINNING of the existing Snowshoe Condominium; thence N40°47'10"E, 185.70 feet (recorded as N40°40'45"E, 186.12 feet); thence S87°24'56"E, 217.87 feet (recorded as S87°32'15"E, 217.98 feet) to the South line of The Northern condominium; thence along the South line of said The Northern condominium, S40°55'22"E, 100.05 feet (recorded as S40°59'39"E, 100.00 feet); thence S40°46'04"W (recorded as S40°39'20"W), 238.27 feet; thence S15°34'32"W, 154.94 feet; to a point which is on the Westerly line of a road and utility easement recorded in Liber 283, Page 543 and Liber 261, Page 486, continuing along said West easement line, S15°34'32"W, 161.19 feet; thence continuing along said West easement line, S06°22'40"W, 273.48 feet; thence continuing along said West easement line, Southwesterly 159.73 feet along the arc of a 233.48 foot radius curve to the right, the chord bears S25°58'21"W, 156.63 feet; thence N01°47'50"E along the East line of The Legend Condominium (recorded as N04°35'38"E), 119.02 feet; thence N08°41'35"W, 99.81 feet (recorded as N08°37'47"W, 99.99 feet); thence along said East line of The Legend Condominium, N08°15'34"W, 170.08 feet (recorded as N08°09'07"W 170.52 feet); thence N11°30'56"W along the East line of The Legend Condominium, 63.43 feet (recorded as N08°28'19"W 63.54 feet) also (recorded as N11°34'19"W, Snowshoe Condominium); thence N57°53'48"E, 157.62 feet (recorded as N57°43'50"E, 157.99 feet); thence N20°17'23"E, 61.56 feet (recorded as N20°08'07"E, 62 feet); thence N58°44'10"W, 24.95 feet to the South corner of the existing Snowshoe Condominium; thence continuing along the South line of the existing Snowshoe Condominium, N58°44'10"W, 191.70 feet (recorded as N58°55'38"W, 191.66 feet); thence along said Snowshoe line, N05°35'15"E, 141.01 feet (recorded as N05°30'40"E, 141.32 feet) to the POINT OF BEGINNING. Containing 3.67 acres of land more or less. SUBJECT TO AND TOGETHER WITH a road, utility and development easement along the Westerly 30' and Northwesterly 15' of this addition; also SUBJECT TO AND TOGETHER WITH a road and utility easement recorded in Liber 283, Page 543 and Liber 261, Page 486, and subject to easements and restrictions of record.

Other than the legal description above replacing the previously recorded legal description for Units 172 through 206, all other language in Article II of the Master Deed, including the legal descriptions contained therein, shall not be amended or changed in any way whatsoever and shall remain in full force and affect. Additionally, the provisions regarding easements contained therein shall not be deemed to be extinguished or otherwise changed in any way.

2. Amend Article V, Section B as follows:

The percentage of value assigned to each Unit shall be as follows:

Unit 1	4.5%	Unit 6	3.5%	Unit 11	3.5%	Unit 16	5.4%	Unit 21	3.5%
Unit 2	3.5%	Unit 7	4.5%	Unit 12	4.5%	Unit 17	4.5%	Unit 22	5.4%
Unit 3	4.5%	Unit 8	3.5%	Unit 13	3.5%	Unit 18	3.5%	Unit 23	5.4%
Unit 4	3.5%	Unit 9	5.4%	Unit 14	4.5%	Unit 19	4.5%		
Unit 5	4.5%	Unit 10	4.5%	Unit 15	5.4%	Unit 20	4.5%		

The percentage of value assigned to each unit shall be determinative of each Co-owner's respective share of the Common elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration of the Condominium Project and the value of each Co-owner's vote at the meetings of the Association of Co-owners. The total value of the Condominium Project is 100. The percentage of value allocated to each unit in this Article may

be changed only with prior written approval of each institutional holder of a first mortgage lien on any unit in the Condominium Project and with the consent of not less than sixty-six and two thirds percent (66.67%) in number and in value of all Co-owners expressed in an amendment to the Master Deed, duly approved and recorded, except as provided in Article VI hereof.

3. Article IX of the Master Deed shall be amended to read as follows (changes appearing in boldface):

The First Paragraph of This Article Shall Be Replaced By the Following Paragraph:

The Condominium Project established pursuant to this Master Deed consists of 23 Units. However, Snowshoe Condominium is a multi-stage project to contain in its entirety sixty (60) Units. Additional units, if any, will be constructed upon all or some portion of the following described land.

The balance of this Article is omitted intentionally because it is not amended, superceded or altered in any way.

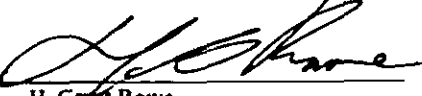
4. Amend Condominium Subdivision Plan No. 15 (Exhibit "B") as follows:

The revised Sheet 1 and Sheets 10 through 13 are attached hereto and are hereby made a part hereof. The revised Sheet 1 attached hereto shall replace the previously recorded Sheet 1. The attached Sheets 10 through 13 shall become part of Condominium Subdivision Plan No. 15. The previously recorded Sheets 2 through 9 are not amended or altered in any way whatsoever.

In all respects, other than as hereinabove indicated, the original Master Deed of Snowshoe Condominium, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibit "A" and Exhibit "B" as aforesaid, is hereby ratified, confirmed and redeclared.

This instrument is dated January 31, 2003.

THE REAL ESTATE PLACE OF BELLAIRE, INC.,
A MICHIGAN CORPORATION

By: 
H. Grant Rowe
Its: President

SNOWSHOE CONDOMINIUM ASSOCIATION,
A MICHIGAN NON-PROFIT CORPORATION

By: 
Susan K. Knight
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF ANTRIM)

The foregoing First Amendment to the Master Deed of Snowshoe Condominium was acknowledged before me this 17th day of July, 2003, by H. Grant Rowe, President of The Real Estate Place of Bellaire, Inc., a Michigan Corporation, and Susan K. Knight, President of Snowshoe Condominium Association, a Michigan Non-Profit Corporation.


Susan Torres, Notary Public
Antrim County, Michigan
My Commission Expires: 10-2-2005

Instrument drafted by:

Thomas B. Rowe
Attorney at Law
5820 Shanty Creek Road
Bellaire, Michigan 49615

When recorded please return to:

Thomas B. Rowe
Attorney at Law
5820 Shanty Creek Road
Bellaire, Michigan 49615