LIBER 268 PAGE 752

STATE OF MICHIGAN

DEPARTMENT OF COMMERCE

CORPORATION & SECURITIES BUREAU

In the Matter of:

File No. 81-56

Apfel-Rowe
112D Division
Bellaire, MI 49615

(Developer)

SNOWSHOE
Hilton Shanty Creek
Bellaire, Kearney Township
Antrim County, Michigan

(Project)

ANTRIM COUNTY
MICHIGAN
RECEIVED FOR RECORD
APR 23 4 03 PM '82
Wanda R Conway
REGISTER OF DEEDS

CERTIFICATE OF APPROVAL OF MASTER DEED

A Certificate of Approval of Master Deed for the above referenced condominium project is hereby given to the developer, pursuant to the Michigan Condominium Act, 1978 P.A. 59, as amended.

This Certificate of Approval of Master Deed may not be recorded in the County Register of Deeds Office until all conditions for recordation in the Michigan Condominium Act have been satisfied.

MICHIGAN DEPARTMENT OF COMMERCE

E C Mackey

E. C. Mackey, Director
Corporation & Securities Bureau
6546 Mercantile Way
P. O. Box 30222
Lansing, Michigan 48909

Dated: April 7, 1982
Lansing, Michigan

Certified Copy
Dated 4-23-82 **Time** 4:45 p.m.

Wanda R. Conway

Wanda R. Conway
Register of Deeds
Antrim County

STATE OF MICHIGAN

DEPARTMENT OF COMMERCE

CORPORATION & SECURITIES BUREAU

In the Matter of:

Apfel-Rowe
112D Division
Bellaire, MI 49615

File No.

(Developer)

SNOWSHOE
Hilton Shanty Creek
Bellaire, Kearney Township
Antrim County, Michigan

(Project)

CONDITIONAL PERMIT TO SELL

A Certificate of Approval of Master Deed, entered on April 7, 1982, and recorded on April 23, 1982, in Liber 268, page 752; and in the Master Deed, recorded on April 23, 1982, in Liber 268, pages 753 through 788, in the Antrim County Register of Deeds Office.

Therefore, a Conditional Permit To Sell units for the above referenced project is hereby granted to the developer, pursuant to the Michigan Condominium Act, 1978 P.A. 59, as amended, subject to the following conditions:

1. Notice of a change in mortgagee must be submitted to the Corporation & Securities Bureau.
2. Notice of a successor developer or a successor mortgagee which acquires title to the project, or a portion of the project must be submitted to the Bureau.
3. The developer of an expandable or convertible project, or its successor, who intends to use the method of sale described in Section 88(2) of the Act, must notify the administrator of the date such expansion or conversion is begun and the estimated date of completion.

This permit is valid for units numbered 1 through 21 , as shown in the recorded master deed.

MICHIGAN DEPARTMENT OF COMMERCE

E C Mackey

E. C. Mackey, Director
Corporation & Securities Bureau
6546 Mercantile Way
P. O. Box 30222
Lansing, Michigan 48909

Dated: May 3, 1982
Lansing, Michigan

MASTER DEED LIBER 268 PAGE 753
SNOWSHOE
(Act 59, Public Acts of 1978)

This Master Deed is made and executed on this 2ND day of MARCH 1982, by Apfel-Rowe, a Michigan Co-Partnership, hereinafter referred to as "Developer", whose office is situated at Hilton Shanty Creek, Bellaire, Michigan 49615, represented herein by one of its co-partners who is fully empowered and qualified to act in behalf of the co-partnership, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H :

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plans as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Snowshoe as a Condominium Project under the Act and does declare that Snowshoe (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Snowshoe, Antrim County Condominium Subdivision Plan No. _____. The architectural plans for the Project were approved by the Township of Kearney. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimension and area of each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet to the point of beginning of this description; thence North 40°40'45" East 186.12 feet; thence South 87°32'15" East 217.98 feet; thence South 40°59'39" East 100. feet; thence South 40°39'20" West 390.03 feet; thence North 58°55'38" West 191.66 feet; thence North 5°30'40" East 141.32 feet to the point of beginning.

Together with the following described sewage easement:

Certified Copy
Dated 4-23-82 Time 4:45 P.M.
Wanda R. Conway
Wanda R. Conway
Register of Deeds
Antrim County

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet; thence South 5°30'40" West 141.32 feet; thence South 58°55'38" East 258.59 feet to the point of beginning of this description; thence South 78.44 feet; thence South 57°43'50" West 209.36 feet; thence South 8°15'07" East 162.98 feet; thence South 8°43'47" East 99.99 feet; thence North 81°19'30" East 335.71 feet; thence North 185.93 feet; thence East 160. feet; thence North 10°01'37" East 357.31 feet; thence North 55°30'46" West 119.32 feet; thence South 77°26'40" West 178.20 feet; thence South 40°39'20" West 220. feet to the point of beginning as recorded in Liber 261, Page 374 through 376 as amended by amendment recorded in Liber 263, Page 515 and as further amended by amendment recorded in Liber 263, Pages 621 and 622 and as further amended by amendment recorded in Liber 263, Pages 891 and 892 all of the records of Antrim County Michigan.

Together with the following described water easement to road and utility easement:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 59°43'34" East 1862.88 feet; thence South 46°21'41" East 237.92 feet; thence South 23°14'38" East 101.92 feet; thence South 5°40'23" East 97.54 feet to the point of beginning of this description; thence North 66°56'58" East 99.19 feet; thence North 21°00'53" East 90. feet; thence South 68°59'07" East 140. feet; thence South 21°00'53" West 90. feet; thence North 68°59'07" West 111.25 feet; thence South 66°56'58" West 105.15 feet; thence South 5°40'23" East 18.02 feet; thence South 24°17'44" East 48. feet; thence South 15°42'30" West 21.07 feet; thence North 43°08'21" West 20. feet; thence North 24°17'44" West 48.49 feet; thence North 5°40'23" West 36. feet to the point of beginning as recorded in Liber 261, Page 486 through 488 of the records of Antrim County, Michigan.

Together with the following described road and utility easement:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 59°43'34" East 1862.88 feet; thence South 46°21'41" East 237.92 feet; thence South 23°14'38" East 101.92 feet; thence South 5°40'23" East 133.54 feet; thence South 24°17'44" East 48.49 feet to the point of beginning of this description, being the Southeasterly corner of Windcliff Condominiums; thence North 70°24'35" East 176.50 feet; thence North 77°29'35" East 185. feet; thence North 55°27'35" East 110. feet to the center line of Shanty Creek Road; thence South 30°30' East along the center line of said road 66.16 feet; thence South 55°27'35" West 127.51 feet; thence South 77°29'35" West 193.77 feet; thence South 63°35'20" West 137.50 feet; thence South 89°33'43" West 230. feet; thence North 46°12'45" West 138.40 feet; thence North 25°35'08" West 278.90 feet; thence North 7°27'43" West 165.84 feet; thence North 55°15'20" West (also described as North 55°30'46" West) 360. feet; thence South 77°42'06" West 178.20 feet; thence South 40°54'46" West 220. feet; thence North 58°34'24" West 66.92 feet; thence North 40°54'46" East (also described as North 40°39'20" East) 252.98 feet; thence North 77°42'06" East 193.35 feet; thence South 55°15'20" East 465.76 feet; thence South 7°27'43" East 149.45 feet; thence South 25°35'08" East 256.36 feet; thence South 46°12'45" East 99.57 feet; thence North 89°33'43" East 142.27 feet to the point of beginning as recorded in Liber 261, Page 486 through 488 of the records of Antrim County, Michigan.

The above referred to road easement is affected by a certain Shared Maintenance Agreement dated March 2nd , 1982 and recorded in Liber 267 Pages 965 through 968 of the records of Antrim County, Michigan, wherein the cost of maintenance of the road is shared between this Condominium, other Condominiums and the developer.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of the Snowshoe Association, a

Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Snowshoe, as a condominium. Wherever used in such documents or any other pertinent instrument the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended.

B. "Association" shall mean the non-profit corporation organized under Michigan law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" means the Corporate Bylaws of Snowshoe Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

E. "Condominium Bylaws" means Exhibit "A" hereof, being, the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereof, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Snowshoe as described above.

H. "Condominium Project", "Condominium" or "Project" means Snowshoe as an approved Condominium Project established in conformity with the Provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Consolidating Master Deed" means the final amended Master Deed which shall describe Snowshoe as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Condolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the office of the Antrim County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Snowshoe.

K. "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

L. "Developer" shall mean Apfel-Rowe, a Michigan Co-Partnership which has made and executed this Master Deed, and its successors and assigns.

M. "Unit", "Condominium Unit" or "Apartment" each mean the enclosed space constituting a single complete residential unit in Snowshoe as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "condominium unit" as defined in the Act.

N. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land and beneficial easements described in Article II hereof, including sidewalks and parkig spaces not designated as Limited Common Elements.

2. The electrical wiring network throughout the Project, including that contained within unit walls, up to the point of connection with but not including electrical fixtures, plugs and switches within any unit.

3. The gas lind network throughout the Project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit.

4. The telephone wiring network throughout the Project up to the point of entry to each unit.

5. The water distribution system throughout the Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.

6. The water and waste disposal system (including septic tank and drainage field) throughout the Project up to the point of entry to each dwelling unit.

7. Foundations, supporting columns, walls, all as shown on Exhibit "B" hereof (but not including the interior surfaces of windows and doors therein) roofs, ceilings, floor construction between unit levels, chimneys and basements.

8. The television antenna systems, including the signal splitters and electrical outlets up to the point of connection with the television antenna systems in each unit.

9. The storage area in Building 4.

10. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. The deck or decks adjoining each unit shall be subject to the exclusive use and enjoyment of the owner of such unit.

2. The exterior stairs servicing each unit are restricted in use to the Co-owners of the respective units which such stairs service.

3. The interior surfaces of walls, windows, doors, ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

1. The costs of maintenance, repair and replacement of each deck described in Article IV B-1 above shall be borne by the Co-owners of the units which such deck service.

2. The costs of maintenance, repair and replacement of each stairway described in Article IV B-2 above shall be borne by the Co-owners of the units which such stairs service.

3. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owners fault) of all surfaces referred to in Article IV B-3 above shall be borne by the Co-owner of each unit to which such Limited Common Elements are appurtenant.

4. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.

No Co-owner shall use his unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Snowshoe as surveyed by Nicholas B. DeYoung and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. Architectural Plans are shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assinged to each unit shall be as follows:

Unit 1	5%
Unit 2	4%
Unit 3	5%
Unit 4	4%
Unit 5	5%
Unit 6	4%
Unit 7	5%
Unit 8	4%
Unit 9	6%
Unit 10	5%
Unit 11	4%
Unit 12	5%
Unit 13	4%
Unit 14	5%
Unit 15	6%
Unit 16	6%
Unit 17	5%
Unit 18	4%
Unit 19	5%
Unit 20	5%
Unit 21	4%
	100%

The determination was made after reviewing the comparative characteristics of each unit in the Project as to Market value, size, location and allocable expenses of maintenance and concluding the units valued at 6% are of greater size and have a greater market value than the remaining units and that the units valued at 5% while smaller and of lesser market value than the units valued at 6% were nonetheless larger and of greater market value than the units valued at 4%.

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 and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the 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 Project and with the consent of not less than sixty-six and two thirds (66 2/3%) per cent in number and in value of all Co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VI hereof.

ARTICLE VI

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Snowshoe and consisting of 21 units is intended to be the first stage of an expansion Project to contain in its entirety 60 units. Additional units, if any, will be constructed upon all or some portion of the following described land:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 1°32' West along the West line of said Section 1313.57 feet to the South eighth line of said Section, being the point of beginning of this description; thence East 400. feet; thence North 300. feet; thence North 50°45'15" West 495.30 feet to the West line of said Section; thence North 76°55'02" West 619.11 feet; thence South 21° East 800. feet to the South eighth line of Section 31, Town 30 North, Range 7 West; thence South 88°44' East 300. feet to the point of beginning.

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet; thence South 5°30'40" West 212.82 feet; thence South 11°34'19" East 250.56 feet; thence South 8°15'07" East 170.16 feet; thence South 8°43'47" East 99.99 feet to the point of beginning of this description; thence South 8°43'47" East 155.0 feet; thence North 80°48'45" East 90.82 feet; thence South 73°28'23" East 149.09 feet; thence South 15°50'16" East 199.43 feet; thence North 73°56'15" East 268.99 feet; thence North 64°00'09" East 241.06 feet; thence South 86°55'26" East 290. feet; thence North 44°44'34" East 215. feet; thence South 89°18'17" West 230. feet; thence North 46°28'11" West 131.12 feet; thence South 80°14'16" West 240. feet; thence North 33°15'26" West 120. feet; thence South 81°19'30" West 606.17 feet to the point of beginning.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31st, 1984, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon. The nature, appearance and location of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment and as may be approved by the Township of Kearney.

Such change of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size market value and location of various units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentages of value assigned to each unit in Article V hereof be increased, nor shall the percentage to each unit in Article V hereof be diminished to less than .10 per cent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s),

Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks to the Project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned for the future development, from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other document necessary to necessity or rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

POSSIBLE POOL AND RECREATIONAL AREA

At the sole discretion of the Developer, all or some portion of the following described land may be utilized for the construction of a swimming pool:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet; thence South 5°30'40" West 141.32 feet to the point of beginning of this description; thence South 58°55'38" East 216.67 feet; thence South 20°08'07" West 62. feet; thence South 57°43'50" West 157.99 feet; thence North 11°34'19" West 187.02 feet; thence North 5°30'40" East 71.5 feet to the point of beginning.

Further, and at the sole discretion of the Developer, the following described easement may be utilized for a recreation area:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet; thence South 5°30'40" West 141.32 feet; thence South 58°55'38" East 258.59 feet to the point of beginning of this description; thence South 78.44 feet; thence South 57°43'50" West 209.36 feet; thence South 8°15'07" East 162.98 feet; thence South 8°43'47" East 99.99 feet; thence North 81°19'30" East 335.71 feet; thence North 185.93 feet; thence East 160. feet; thence North 10°01'37" East 357.31 feet; thence North 55°30'46" West 119.32 feet; thence South 77°26'40" West 178.20 feet; thence South 40°39'20" West 220. feet to the point of beginning.

Such land for the swimming pool and such easement for the recreation area would be made available, and such amenities would be constructed, if at all, and conveyed by the Developer, at no cost to the grantee, on or before December 31, 1984. The conveyance would be a Michigan non-profit corporation to be formed. Such corporation would be membered, among others to be determined by the Board of Directors of such non-profit corporation, by one

or more of the following Condominium Associations:

Ridge Walk Assocaition
Snowshoe Association
Trappers Lodge III Association
Sawtooth Association

which Condominium Associations would collectively, through membership in the proposed non-profit corporation, own and, at their expense, operate and maintain such premises, easements and improvements for the benefit of their respective members.

ARTICLE VIII

EASEMENTS

Easement for Maintenance of Encroachments

In the event any portion of a unit or Common Element encroaches upon another unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a Common Element.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two thirds (66 2/3%) per cent of the Co-owners and of the unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. No unit dimensions may be modified without the consent of the Co-owner of such unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any unit to which the same are appurtenant.

B. Prior to the date of the First Annual Meeting of Members of the Association, the Developer may, with the approval of the Michigan Department of Commerce (but without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Bylaws and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owner or mortgagee in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or and other agency of the Federal Government or the State of Michigan.

C. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent.

D. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) per cent of all Co-owners and all mortgagees (allocating one vote for each mortgage held).

E. The Developer may, with the consent of a majority of the members of the Advisory Committee and the Michigan Department of Commerce, amend this Master Deed and the Condominium Bylaws attached hereto to extend the date of the First Annual Meeting of Members if such amendment is not inconsistent with Section 90 of the Act.

F. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of a majority of the Co-owner members) and the Michigan Department of Commerce, amend this Master Deed to extend the date of expansion of the Condominium Project as set forth in Article VI hereof and for the possible pool and recreational area as set forth in Article VII hereof, if such amendment is not inconsistent with Section 90 of the Act.

G. The Developer may on its own initiative and with the consent of the Michigan Department of Commerce amend this Master Deed to accomplish those results provided for in Article VI and Article VII hereof.

H. Article VI, Article VII, Article VIII, Article IX, shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project.

WITNESSES:

Susan M. Smith

A. S. Bond, Jr.

APFEL-ROWE, a Michigan Co-Partnership

BY: H. Grant Rowe

ITS: General Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF ANTRIM)

On this 3rd day of March, 1982, the foregoing Master Deed was acknowledged before me by H. GRANT ROWE, a Co-Partner of APFEL-ROWE, a Michigan Co-Partnership, on behalf of the Partnership.

My commission expires:

September 26, 1982

Gary D. Stubbs, Notary Public
Antrim County, Michigan

CERTIFICATION 4-23-82 MP

I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection.

Beverly Edgington, Antrim County Treasurer

ANTRIM COUNTY
MICHIGAN
RECEIVED FOR RECORD
APR 23 4 03 PM '82
REGISTER OF DEEDS

Instrument drafted by:

A. S. Bond, Jr., Attorney
Hilton Shanty Creek
Bellaire, MI 49615

AFTER RECORDED RETURN TO:

The Real Estate Place
Hilton Shanty Creek
Bellaire, MI 49615

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Snowshoe, a residential Condominium Project located in the Township of Kearney, Antrim County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying full monthly assessments.

(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least two times a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement with 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(8) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10)To make rules and regulations and/or enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(11)To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value.

Section 6. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director of officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 7. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all Units in all phases of development of the Condominium determined with reference to the recorded Consolidating Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than 120 days after 80% of all Units in all phases of the development of the Condominium have been sold and the purchasers thereof qualified as members of the Association or 24 months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as in specified in the Association Bylaws. Within one year after recordation of the Master Deed, the Developer shall call a special meeting of members for the purpose of electing three (3) persons from among the non-developer Co-owners to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such time as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a Minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove

to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing of future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding $1,000.00 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding $1,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) but not including those Special assessments referred to in sub-paragraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seve (7%) percent per annum until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the

purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured with ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges to all Units including the mortgaged Unit).

Section 8. (a) The Developer shall be responsible for payment of the full monthly Association maintenance assessment, and all special assessments, for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Completed Unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

(b) In addition to maintaining any incomplete units owned by it, the Developer shall be charged a portion of the established monthly Association assessment for each incomplete unit established in the Master Deed, whether constructed or not. Such portion shall be determined by the officers of the Association based upon the level of common expenses actually incurred in respect of such incomplete units, and it may be altered on a month-to-month basis. Each incomplete unit must, at a minimum, bear its pro rata portion of the cost of all accounting and legal fees, public liability and casualty insurance (to the extent such incomplete units are covered by policies of insurance maintained by the Association), utility maintenance, if any, grounds maintenance (including landscaping), real estate taxes in the year of the establishement of the Condominium, maintenance of all general and limited common elements actually servicing any incomplete units, management fee, if any is charged for incomplete units and a portion of the reserve for the repair and replacement of major common elements determined according to the timing of the actual installation of the materials for whose repair and replacement this reserve has been established.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds right to acquire a Unit, The Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and the first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising amoung or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grienvances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the Plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the

Continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Corporation ("FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. No more than six persons may occupy an efficiency apartment, not more than eight persons may occupy a two bedroom apartment, and not more than ten persons may occupy a three bedroom apartment.

Section 2. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of this Article VI. The terms of all leases, occupancy agreements and occupancy agreements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors (including screen doors), shutters or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Elements walls between Units which in any way impairs sound conditioning provisions.

In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape or drape liner on the exterior side of the windows of his Unit other than white, nor shall any Co-owner paint the exterior surface of any door or other exterior surface to his Unit in a color or shade not approved in writing by the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. 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, nor shall any unreasonably noisy activity be carried on in any Unit 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 on the Condominium 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.

Section 5. No animal, including household pets, except one dog and one cat per Unit, may be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board for failure by pets or their owners to observe provisions of the Bylaws or Rules and Regulations of the Association pertaining to pets. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium Property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

Section 6. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association and except as to the storage area of Building 4. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, decks, stairs and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehichles other than motor vehicles which when parked occupy no greater area than that occupied by a conventional full sized automobile may be parked or stored upon the premises of the Condominium, unless either parked in an area, if any, specifically designated therefor by the Association or approved in writing by the Board of Directors. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that there arises a shortage of parking

spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis.

Section 9. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 7 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to this Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least 21 days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing.

(b) Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

(2) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(3) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

(d) When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 14. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing.

Section 15. No unsightly condition shall be maintained upon any deck and only furniture and equipment consistent with ordinary residential and recreational use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on any deck during seasons when such areas are not reasonably in use.

Section 16. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium Project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 18. Nothing contained in the Condominium Documents shall be construed to prohibit Developer from recording and implementing separate restrictive and affirmative covenants for the use and enjoyment of the Units on a time-share common ownership basis. Developer shall have the exclusive right to record and implement such covenants and hereby declares its intention to do so.

ARTICLE VII

MORTGAGES

LIBER 268 PAGE 777

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. Except as expressly limited in Section 5 of this Article VIII, these Bylaws may be amended by the Association any any regular annual meeting or a special meeting called for such purpose, by an affirmative vote or not less than sixty-six and two-thirds (66 2/3%) percent of all Co-owners in number and in value.

Section 4. Prior to the First Annual Meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE IX

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE X

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XI

REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed $25 for the second violation, $50 for the third violation or $100 for any subsequent violation.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ANTRIM COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.

EXHIBIT B TO THE MASTER DEED

SNOWSHOE, A CONDOMINIUM

KEARNEY TOWNSHIP, ANTRIM COUNTY, MICHIGAN.

DEVELOPER:
APFEL-ROWE
A MICHIGAN CO-PARTNERSHIP
HILTON SHANTY CREEK
BELLAIRE, MICHIGAN 49615

SURVEYOR:
NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR
1107 SOUTH BRIDGE STREET
CHARLEVOIX MICHIGAN, 49720

SHEET INDEX

1. TITLE PAGE
2. SURVEY PLAN
3. SITE & UITILY PLAN
4. FLOOR PLANS
5. FLOOR PLANS
6. FLOOR PLANS
7. SECTION PLANS
8. SECTION PLANS
9. SECTION PLANS

ATTENTION: COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1, AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

PROPERTY DESCRIPTION

IN THE TOWNSHIP OF KEARNEY, ANTRIM COUNTY, MICHIGAN; COMMENCING AT THE WEST 1/4 CORNER OF SECTION 32, TOWN 30 NORTH, RANGE 7 WEST; THENCE SOUTH 4°10'25" EAST 910.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 40°40'45" EAST 186.12 FEET; THENCE SOUTH 87°52'15" EAST 217.98 FEET; THENCE SOUTH 40°59'39" EAST 100. FEET; THENCE SOUTH 40°39'20" WEST 390.03 FEET; THENCE NORTH 58°55'38" WEST 191.66 FEET; THENCE NORTH 5°30'40" EAST 141.32 FEET TO THE POINT OF BEGINNING.

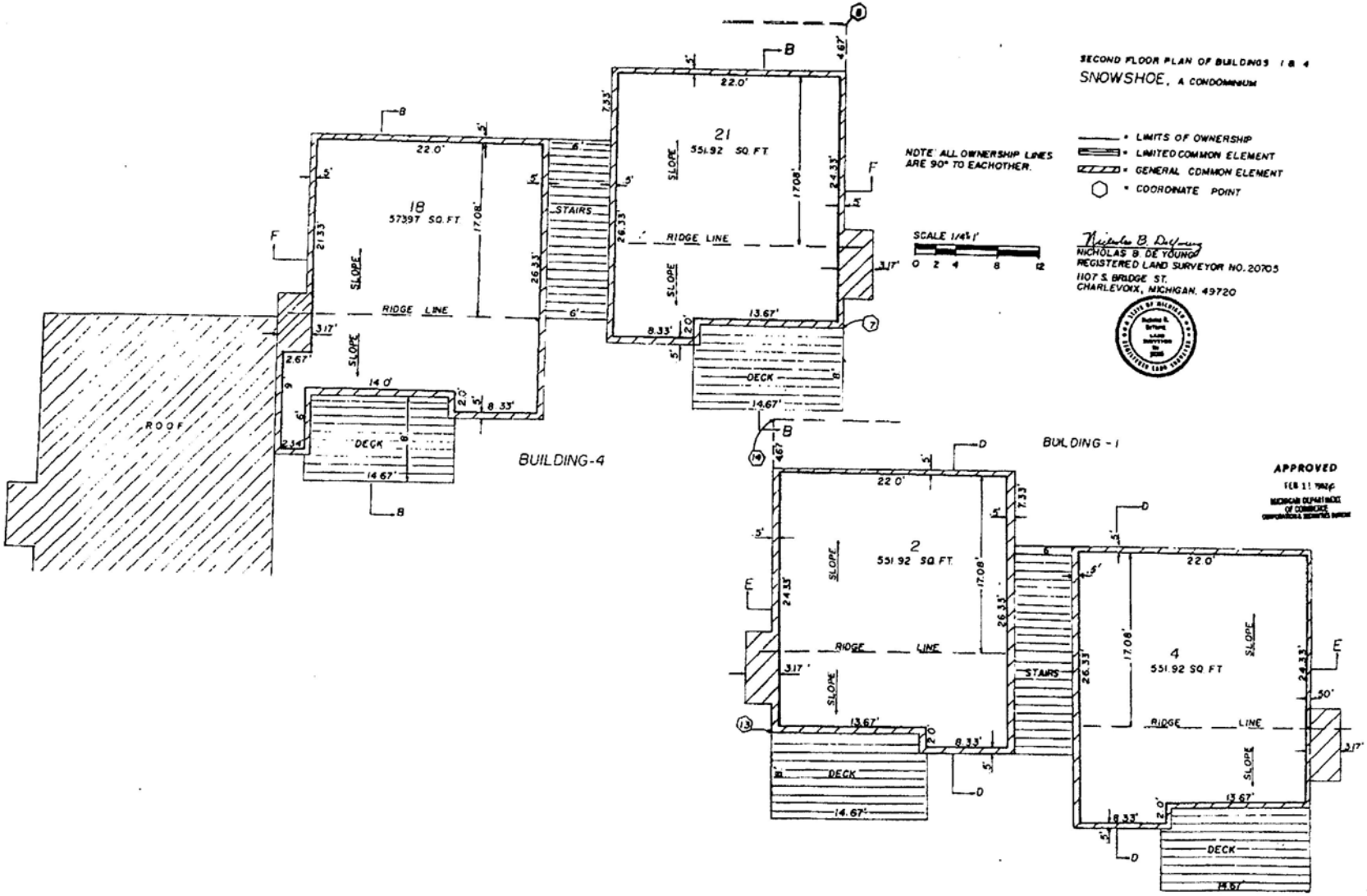
Nicholas B. De Young

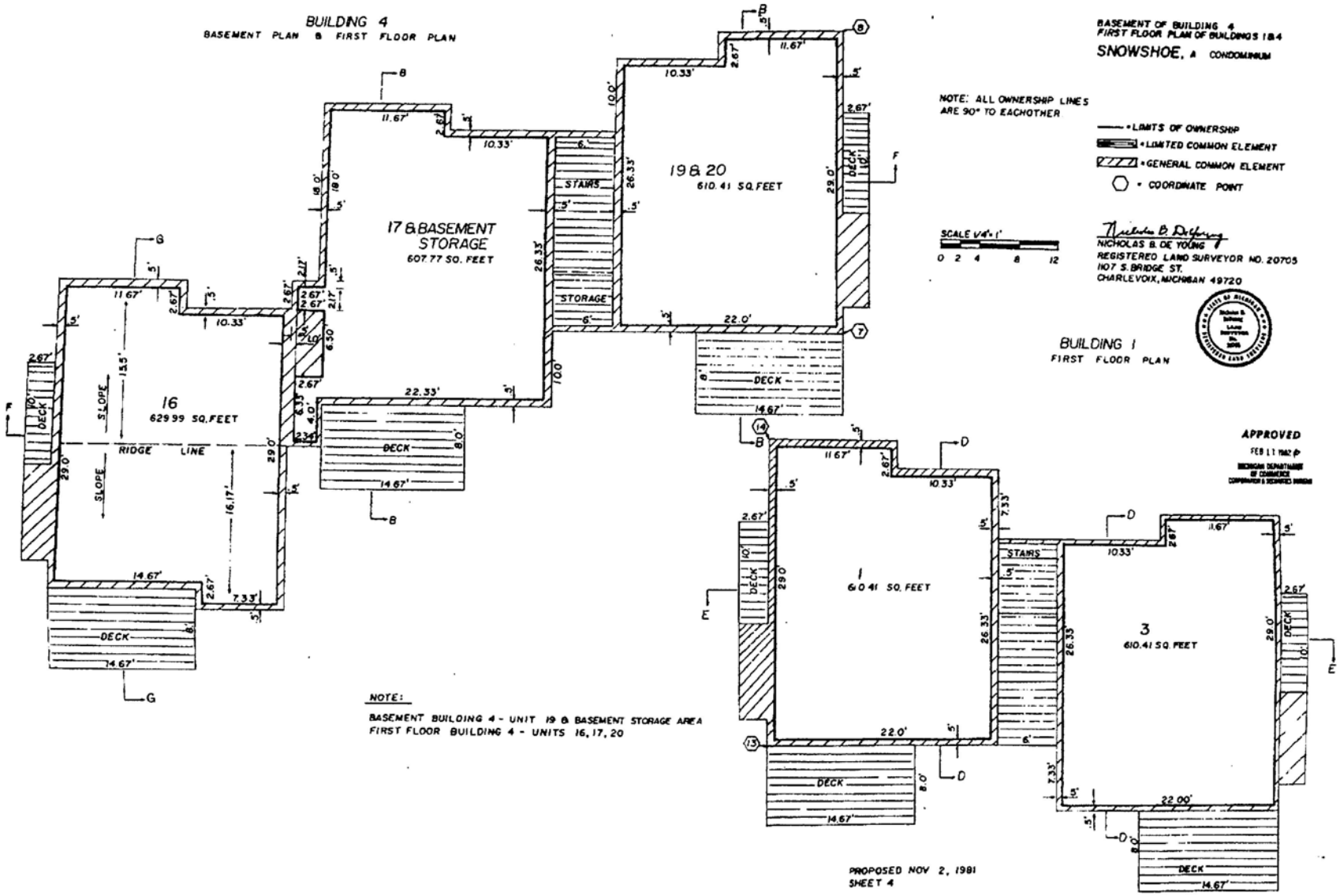
STATE OF MICHIGAN
Nicholas B. De Young
LAND SURVEYOR
No. 20048
REGISTERED 1980

APPROVED
JUN 17 1981
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

PROPOSED JULY 25, 1981

SHEET 1

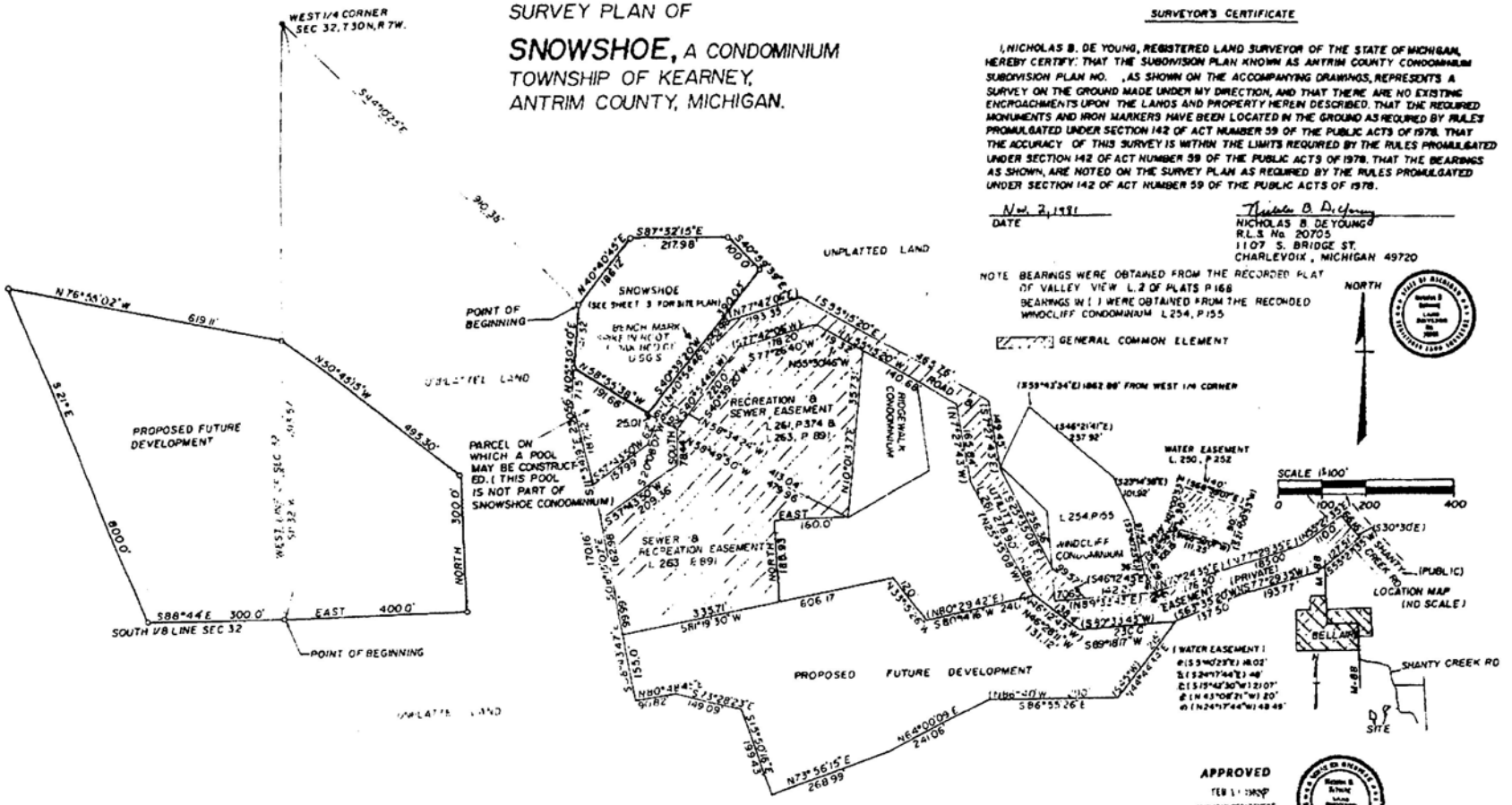

SECOND FLOOR PLAN OF BUILDINGS 1 & 4
SNOWSHOE, A CONDOMINIUM
NOTE: ALL OWNERSHIP LINES ARE 90° TO EACHOTHER.
= LIMITS OF OWNERSHIP
= LIMITED COMMON ELEMENT
= GENERAL COMMON ELEMENT
= COORDINATE POINT
SCALE 1/4"=1'
0 2 4 8 12
NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR NO. 20705
1107 S. BRIDGE ST.
CHARLEVOIX, MICHIGAN. 49720
APPROVED
FEB 11 1982
MICHIGAN DEPARTMENT OF COMMERCE
BUILDING-4
BUILDING - 1
18
57397 SQ. FT.
21
551.92 SQ. FT.
2
551.92 SQ. FT.
4
551.92 SQ. FT.
ROOF
DECK
STAIRS
RIDGE LINE
SLOPE
PROPOSED NOV. 2, 1981
SHEET 5


BUILDING 4
BASEMENT PLAN & FIRST FLOOR PLAN
BASEMENT OF BUILDING 4
FIRST FLOOR PLAN OF BUILDINGS 1 & 4
SNOWSHOE, A CONDOMINIUM
NOTE: ALL OWNERSHIP LINES ARE 90° TO EACHOTHER
• LIMITS OF OWNERSHIP
• LIMITED COMMON ELEMENT
• GENERAL COMMON ELEMENT
• COORDINATE POINT
SCALE 1/4" = 1'
0 2 4 8 12
NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR NO. 20705
1107 S. BRIDGE ST.
CHARLEVOIX, MICHIGAN 49720
BUILDING 1
FIRST FLOOR PLAN
APPROVED
FEB 11 1982
16
629.99 SQ. FEET
17 & BASEMENT STORAGE
607.77 SQ. FEET
19 & 20
610.41 SQ. FEET
1
610.41 SQ. FEET
3
610.41 SQ. FEET
STAIRS
STORAGE
DECK
SLOPE
RIDGE LINE
NOTE:
BASEMENT BUILDING 4 - UNIT 19 & BASEMENT STORAGE AREA
FIRST FLOOR BUILDING 4 - UNITS 16, 17, 20
PROPOSED NOV 2, 1981
SHEET 4

SURVEY PLAN OF

SNOWSHOE, A CONDOMINIUM

TOWNSHIP OF KEARNEY,
ANTRIM COUNTY, MICHIGAN.



NOTE BEARINGS WERE OBTAINED FROM THE RECORDED PLAT OF VALLEY VIEW L. 2 OF PLATS P 168
BEARINGS IN ( ) WERE OBTAINED FROM THE RECORDED WINDCLIFF CONDOMINIUM L 254, P 55

GENERAL COMMON ELEMENT

SURVEYOR'S CERTIFICATE

I, NICHOLAS B. DE YOUNG, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS ANTRIM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. , AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

Nov. 2, 1981
DATE

Nicholas B. De Young
NICHOLAS B. DE YOUNG
R.L.S. No. 20705
1107 S. BRIDGE ST.
CHARLEVOIX, MICHIGAN 49720

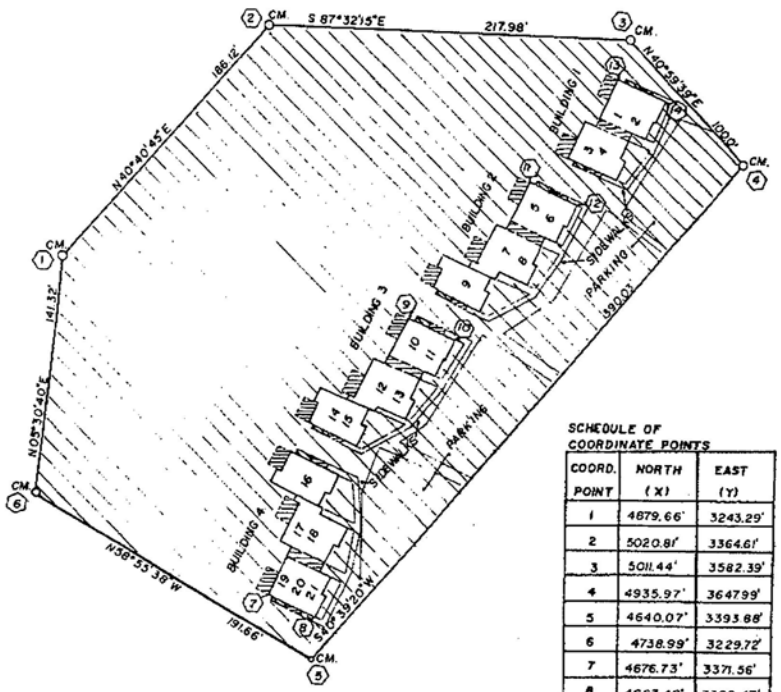
APPROVED
FEB 1 1982
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

Nicholas B. De Young
NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR
REGISTRATION NO. 20705
1107 SOUTH BRIDGE STREET
CHARLEVOIX, MICHIGAN 49720

PROPOSED NOV. 2, 1981

SHEET 2

SITE PLAN & UTILITY PLAN OF **SNOWSHOE** A CONDOMINIUM TOWNSHIP OF KEARNEY, ANTRIM COUNTY, MICHIGAN.



SCHEDULE OF COORDINATE POINTS

COORD. POINT	NORTH (X)	EAST (Y)
1	4879.66'	3243.29'
2	5020.81'	3364.61'
3	5011.44'	3582.39'
4	4935.97'	3647.99'
5	4640.07'	3393.88'
6	4738.99'	3229.72'
7	4676.73'	3371.56'
8	4663.48'	3398.47'
9	4842.73'	3444.00'
10	4829.43'	3470.88'
11	4919.20'	3521.44'
12	4906.03'	3548.39'
13	4976.32'	3575.01'
14	4965.31'	3602.92'

NOTE:
BEARINGS AS SHOW WERE OBTAINED FROM THE RECORDED PLAT OF VALLEY VIEW.

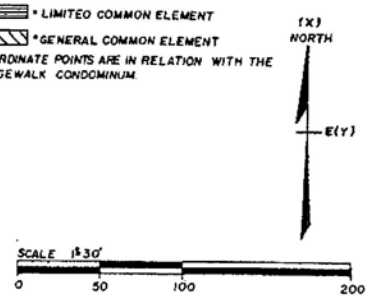
CM.= CONCRETE MONUMENT

⬡ = COORDINATE POINT

▭ = LIMITED COMMON ELEMENT

▨ = GENERAL COMMON ELEMENT

COORDINATE POINTS ARE IN RELATION WITH THE RIDGEWALK CONDOMINUM.



NOTE: UTILITIES ARE NOT IN NOW, THEY WILL BE SHOWN ON THE AS BUILT PLANS.

UTILITIES SOURCES
POWER – CONSUMERS POWER
TELEPHONE – GENERAL TELEPHONE
WATER & SEWER – PRIVATE

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CORPORATION & SECURITIES BUREAU

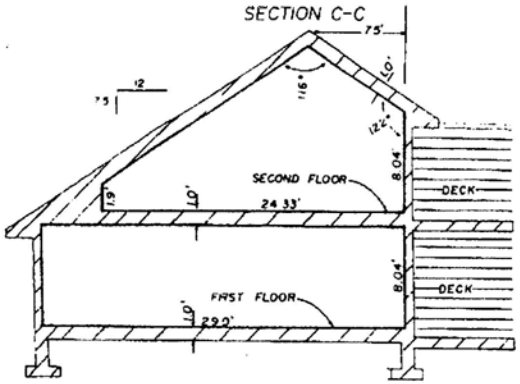
Nicholas B. DeYoung

NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR
REGISTRATION NO. 20705
1107 SOUTH BRIDGE STREET
CHARLEVOIX, MICHIGAN 49720

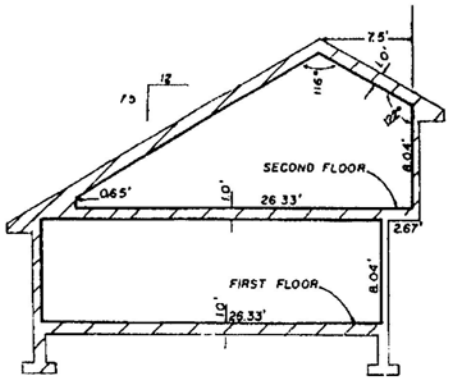
PROPOSED NOV. 2, 1981

SHEET 3

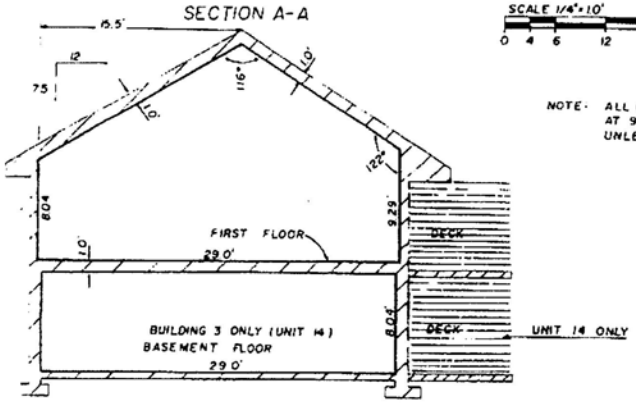
SECTION C-C



SECTION D-D



SECTION A-A



SCALE 1/4"=10'

0 4 6 12 16

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS NOTED OTHERWISE.

SECTION PLAN OF

SNOWSHOE, A CONDOMINIUM

——— = LIMITS OF OWNERSHIP

▭ = LIMITED COMMON ELEMENT

▨ = GENERAL COMMON ELEMENT

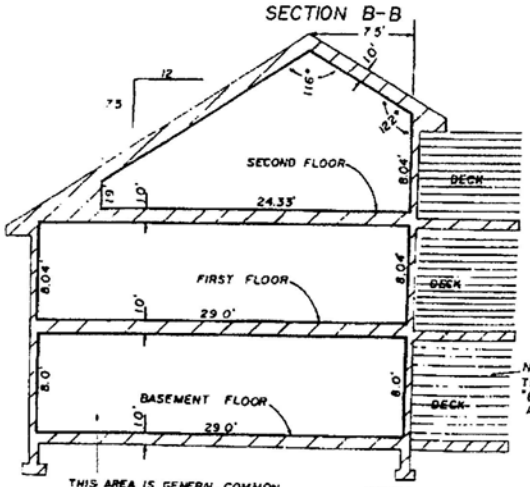


Nicholas B. DeYoung

NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR NO 20705
107 S. BRIDGE ST.
CHARLEVOIX MICH. 49720

NOTE: ELEV. U.S.G.S. DATUM
FIRST FLOOR ELEV. BUILDING 1 & 2 = 875.08'
FIRST FLOOR ELEV. BUILDING 3 = 873.47'
FIRST FLOOR ELEV. BUILDING 4 = 867.34'

SECTION B-B



NOTE: NO DECK AT THIS LOCATION OUTSIDE "BASEMENT STORAGE" AREA.

THIS AREA IS GENERAL COMMON ELEMENT AND CONTAINS NO OWNERSHIP BELOW UNIT 17 IT IS ALSO KNOWN AS "BASEMENT STORAGE"

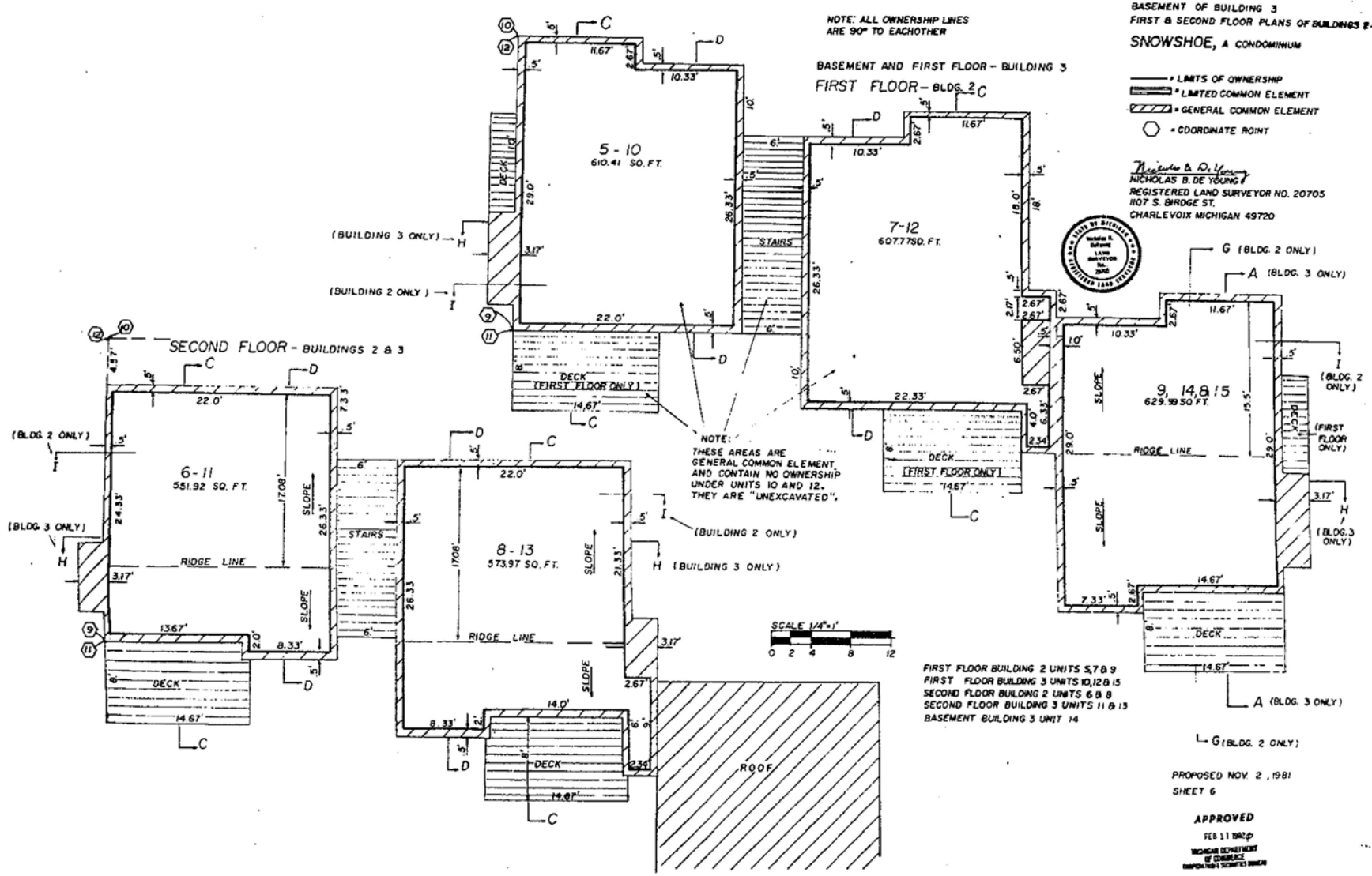
PROPOSED NOV. 2, 1981

SHEET 7

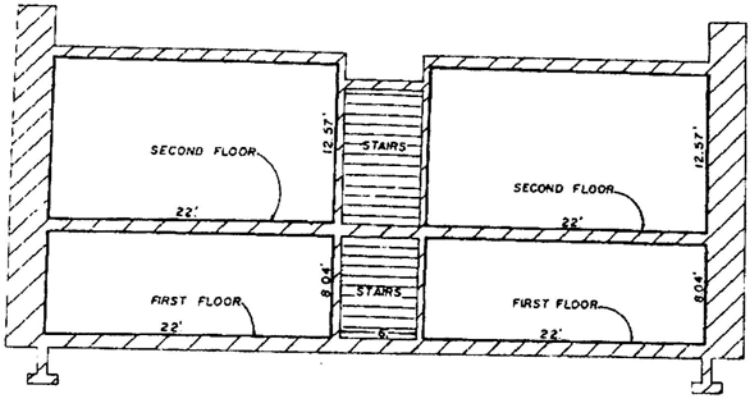
APPROVED

MAR 8 : 1982

MICHIGAN DEPARTMENT OF COMMERCE


BASEMENT OF BUILDING 3
FIRST & SECOND FLOOR PLANS OF BUILDINGS 2-3
SNOWSHOE, A CONDOMINIUM
= LIMITS OF OWNERSHIP
= LIMITED COMMON ELEMENT
= GENERAL COMMON ELEMENT
= COORDINATE POINT
NICHOLAS B. DE YOUNG
REGISTERED LAND SURVEYOR NO. 20705
1107 S. BIRDGE ST.
CHARLEVOIX MICHIGAN 49720
NOTE: ALL OWNERSHIP LINES ARE 90° TO EACHOTHER
BASEMENT AND FIRST FLOOR - BUILDING 3
FIRST FLOOR - BLDG. 2
SECOND FLOOR - BUILDINGS 2 & 3
5 - 10
610.41 SQ. FT.
7-12
607.7750. FT.
9, 14, & 15
629.9950 FT.
6 - 11
551.92 SQ. FT.
8 - 13
573.97 SQ. FT.
NOTE:
THESE AREAS ARE GENERAL COMMON ELEMENT AND CONTAIN NO OWNERSHIP UNDER UNITS 10 AND 12. THEY ARE "UNEXCAVATED".
(BUILDING 3 ONLY)
(BUILDING 2 ONLY)
(BLDG. 2 ONLY)
(BLDG. 3 ONLY)
(FIRST FLOOR ONLY)
DECK
STAIRS
SLOPE
RIDGE LINE
ROOF
SCALE 1/4"=1'
0 2 4 8 12
FIRST FLOOR BUILDING 2 UNITS 5,7 & 9
FIRST FLOOR BUILDING 3 UNITS 10,12 & 15
SECOND FLOOR BUILDING 2 UNITS 6 & 8
SECOND FLOOR BUILDING 3 UNITS 11 & 13
BASEMENT BUILDING 3 UNIT 14
PROPOSED NOV. 2, 1981
SHEET 6
APPROVED
FEB 11 1982
MICHIGAN DEPARTMENT OF COMMERCE

BUILDING 1 E-E



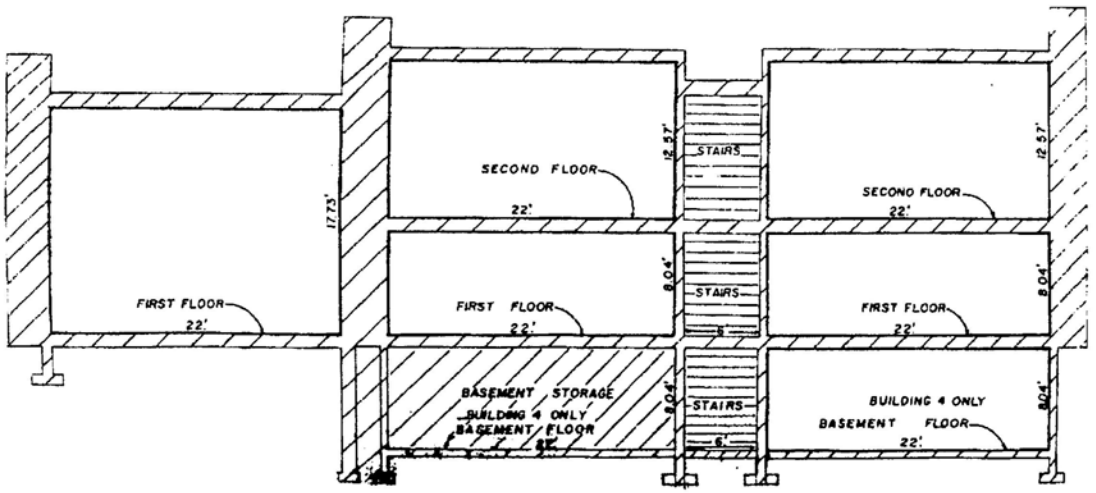
SECTION PLAN OF
SNOWSHOE, A CONDOMINIUM

= LIMITS OF OWNERSHIP
= LIMITED COMMON ELEMENT
= GENERAL COMMON ELEMENT

SCALE 1/4"=1'
0 2 4 8 16

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

BUILDING 4 F-F

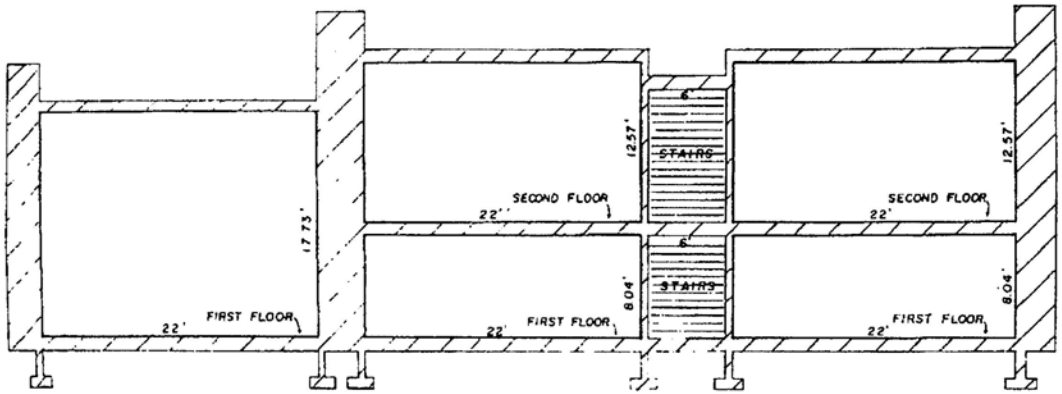


NICHOLAS B DE YOUNG
REGISTERED LAND SURVEYOR NO. 20705
107 S BRIDGE ST
CHARLEVOIX, MICHIGAN 49720

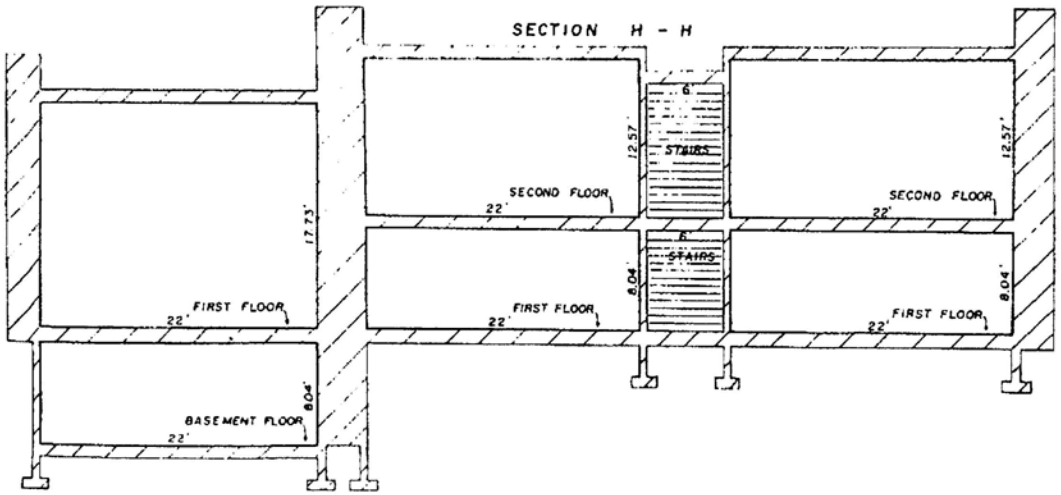
APPROVED
MAR 8 - 1982
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

PROPOSED NOV. 2, 1981
SHEET 8

SECTION I - I

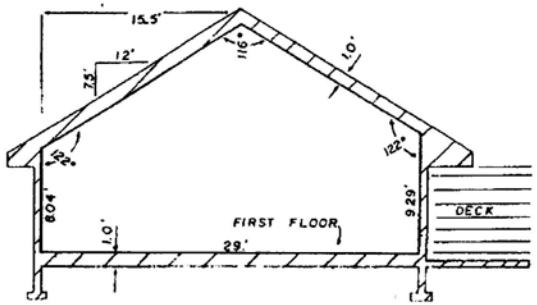


SECTION H - H



SECTION PLANS OF
SNOWSHOE,
A CONDOMINIUM

SECTION G - G



NOTE: ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

= LIMITS OF OWNERSHIP
= LIMITED COMMON ELEMENT
= GENERAL COMMON ELEMENT

SCALE 1/4" = 1.0'
0 2 4 8 12 16

Nicholas B DeYoung

NICHOLAS B DE YOUNG
REGISTERED LAND SURVEYOR NO. 20705
1107 S. BRIDGE ST.
CHARLEVOIX, MICHIGAN 49720

APPROVED
FEB 11 1982
MICHIGAN DEPARTMENT OF COMMERCE

PROPOSED NOV. 2, 1981
SHEET 9

GRANT OF RIGHTS APPURTENANT

This instrument made this 13th day of February, 1978, by and between Meeske Enterprises, a Michigan Co-partnership of Hilton Shanty Creek, Bellaire, Michigan as Grantor and Apfel-Rowe, a Michigan Co-partnership of Hilton Shanty Creek, Bellaire, Michigan as Grantee.

Grantor, for and in consideration of One ($1.00) Dollar does by these presents sell, grant, assign and convey to Grantee, its successors and assigns as to those properties described in Exhibit "B" attached hereto and made a part hereof, the perpetual right and priviledge to use the following amenities upon the premises described in Exhibit "A" attached hereto and made a part hereof; subject to the terms of a certain Agreement of even date between the parties:

1. the existing tennis courts, shuffleboard courts, and swimming pool without charge; and
2. the existing golf course and ski lifts at one-half (1/2) the membership charge made from time to time by the Grantor to others than the Grantee, its successors or assigns; and
3. the existing main lodge building of the Grantor on the same terms as are available to others than the Grantee, its successors and assigns

and further Grantor by these presents does undertake and covenant to maintain and operate the aforementioned amenities in first class order, condition and state of repair. The covenant herein shall bind and the benefits and advantages enure to the respective heirs, assigns and successors of the parties.

Further Grantor grants unto Grantee a perpetual right to use those rights appurtenant granted Grantor by the Deskin Land Trust by instrument dated February 13, 1978 and recorded in Liber 234 pages 1059 through 1063 of the records of Antrim County, Michigan.

WITNESS:

H G Rowe

H G. Rowe

R Bryan Smith

R. Bryan Smith

MEESKE ENTERPRISES, a Michigan Co-partnership

BY _____
John Meeske, partner

AND _____
Gerald Auger, partner

STATE OF MICHIGAN)
) SS
COUNTY OF ANTRIM)

On this 13th day of February, 1978, before me, a Notary Public in and for said county, appeared John Meeske and Gerald Auger, to me personally known and by me being duly sworn, did say that they are the general partners of Meeske Enterprises, the Co-partnership which executed the foregoing instrument which was executed by said general partners on behalf of said Co-partnership.

Patricia W. Savant

Notary Public, Antrim County, MI
My commission expires: MAY 22, 1978

Drafted By: A.S.Bond, Jr.
Attorney
Hilton Shanty Creek
Bellaire, MI 49615

1) The East half of the northeast quarter of the southwest quarter, Section 32, T30N, R7W.

2) The west half of the southeast quarter, Section 32, T30N, R7W.

3) The southeast quarter of the southeast quarter, Section 32, T30N, R7W, excepting therefrom, however, a strip along the entire north side, 300 feet wide.

4) The south half of the southwest quarter of Section 32, T30N, R7W.

5) The northeast quarter of the southeast quarter; ALSO Government Lot 2 lying east of the center line of M-88 Eighway, Section 31, T30N, R7W.

6) The northwest quarter of the southwest quarter of Section 32, T30N, R7W.

7) The west half of the northeast quarter of the southwest quarter of Section 32, T30N, R7W.

8) The southwest quarter of the northwest quarter of Section 32, T30N, R7W.

9) The southeast quarter of the northwest quarter of Section 32, T30N, R7W.

10) The southwest quarter of the northeast quarter of Section 32, T30N, R7W.

11) The west 43 rods of the northeast quarter of the southeast quarter of Section 32, T30N, R7W.

EXCEPTING therefrom, from parcels 1 through 11 inclusive, the recorded plats of East Pointe, Valley View, and Greenside.

ALSO EXCEPTING therefrom the following described land: Commencing at the West 1/4 Corner of Section 32, Town 30 North, Range 7 West, Kearney Township, Antrim County, Michigan; thence South 44°10'25" East 910.38 feet to the Point of Beginning; thence South 05°30'40" West 212.82 feet; thence South 11°34'19" East 250.56 feet; thence South 08°15'07" East 170.16 feet; thence South 08°43'47" East 254.99 feet; thence North 80°48'45" East 90.82 feet; thence South 73°28'23" East 149.09 feet; thence South 15°50'16" East 199.43 feet; thence North 73°56'15" East 268.99 feet; thence North 03°27'01" East 211.87 feet; thence North 18°02'52" West 202.63 feet; thence North 11°42'38" West 133.75 feet; thence North 67°36'06" East 204.49 feet; thence North 03°12'36" West 194.58 feet; thence North 55°30'46" West 295.89 feet; thence North 40°59'39" West 238.51 feet; thence North 87°32'15" West 217.98 feet; thence South 40°40'45" West 186.12 feet to the Point of Beginning, being a part of the Southwest 1/4 of said Section 32, Town 30 North, Range 7 West, containing 14.60 acres of land more or less.

12) All of Section 5, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan lying north of the following described line: Commencing at the NE Corner of said Section 5; thence N88°19'04"W 2181.87 feet along the north line of said Section 5 to the Point of Beginning; thence S34°27'W 70.40 feet along the west line of East Pointe Subdivision; thence N51°09'23"W 98.25 feet; thence S55°39'50"W 180.62 feet; thence S46°39'19"W 235.85 feet; thence S03°46'07"E 183.68 feet; thence S05°39'27"W 228.86 feet; thence S01°42'26E 270.58 feet; thence N88°18'19"E 182.15 feet; thence S54°47'07"E 176.80 feet; thence S46°41'59"W 269.35 feet; thence S47°57'47"W 90.78 feet; thence S54°35'47"W 377.50 feet; thence S34°35'34"W 105.65 feet; thence S24°35'21"W 164.23 feet; thence S25°19'34"E 223.28 feet; thence S46°23'15"W 136.99 feet; thence N46°09'23"W 211.51 feet; thence N53°09'55"W 213.68 feet; thence N84°28'54"W 275.45 feet; thence N88°23'21"W 217.83 feet; thence S88°50'38"W 147.00 feet; thence S56°41'44"W 231.10 feet; thence S67°28'42"W 147.80 feet; thence S65°14'32"W 231.12 feet; thence N52°28'53"W 186.43 feet; thence N45°46'29"W 114.35 feet; thence N20°45'59"E 184.95 feet; thence N17°39'34"E 178.13 feet; thence N17°13'23"E 137.64 feet; thence N23°00'45"W 133.85 feet; thence N59°09'48"W 128.78 feet; thence N41°52'03"W 164.83 feet; thence N58°05'21"W 225.28 feet; thence N77°53'55"W 273.49 feet to the Point of Ending, being on the west line of said Section 5, S01°22'14"W 946.80 feet from the NW Corner of Said Section 5.

EXHIBIT "A"

TOGETHER with an easement 50 feet wide along the entire north side of the northeast quarter of the northeast quarter, of Section 6, T29N, R7W, said easement for the purpose of ingress and egress.

SUBJECT to an easement for the purpose of improving the view and aesthetic qualities of the property excepted from item 11 above. Said easement is for the purpose of removing brush and trees by mutual agreement, from the following described property: The W 1/2 of the NW 1/4 of the SW 1/4 of Section 32, T30N, R7W, and the N 1/2 of the W 1/2 of the S 1/2 of the SW 1/4 of Section 32, T30N, R7W.

SUBJECT to an easement to Consumers Power Co. over the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 32, T30N, R7W on a route as set forth in Liber 191 on page 388.

SUBJECT to an easement and right of way in favor of Consumers Power Co. as set forth in Liber 142, page 373 and 374 over the following route: In an easterly and westerly direction on, over, and across the SW 1/4 of the NW 1/4 of Section 32, T30N, R7W.

SUBJECT to an easement and right of way in favor of Consumers Power Co. across the S 1/2 of the N 1/2 of the W 3/4 of Section 32, T30N, R7W, laying south of the County Road known as Schoolcraft Road as set forth in instrument recorded in Liber 219 page 257.

SUBJECT to riparian rights of others in and to Lake Bellaire as to parcel number 12 above.

SUBJECT to a right of way in favor of General Telephone Co. of Michigan across the E 1/2 of the NE 1/4 of the SW 1/4 of Section 32, also across the W 1/2 of the SE 1/4, also across the SE 1/4 of the SE 1/4, excepting the north 300 feet thereof, also further excepting the Plat of East Pointe, all in Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan as set forth in instrument recorded in Liber 212, page 23.

SUBJECT to rights of ingress and egress for property owners of contiguous and surrounded property over existing and future private roadways.

SUBJECT to an easement for ingress and egress to lands in the SW 1/4 of Section 32, T30N, R7W, being 66 feet wide 33.0 feet each side of the following described line: Commencing at the W 1/4 Corner of Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan, thence S57°41'35"E 1625.45 feet to the Point of Beginning; thence S75°47'29"E 247.67 feet; thence S46°21'41"E 237.92 feet; thence S23°14'38"E 101.97 feet; thence S05°40'23"E 133.54 feet; thence S24°17'44"E 48.49 feet; thence S43°08'21"E 103.02 feet; thence S59°36'44"E 101.14 feet; thence 222.99 feet along the arc of a circular curve concave to the north, radius=243.49 feet; chord bearing S85°50'53"E 215.28 feet; thence N67°54'58"E 36.96 feet; thence N05°38'21"E 299.79 feet; thence N29°51'39"E 172.28 feet to an intersection with Shanty Creek Road and the Point of Ending.

Also subject to other easements or restrictions of record if any.

ANTRIM COUNTY MICHIGAN RECEIVED FOR RECORD
MAY 27 1 20 PM '81
REGISTER OF DEEDS

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet; thence North 40°40'45" East 186.12 feet; thence South 87°32'15" East 217.98 feet; thence South 40°59'39" East 238.51 feet; thence South 55°30'46" East 155.21 feet to the point of beginning of this description; thence South 55°30'46" East 140.68 feet; thence South 3°12'36" East 194.58 feet; thence South 67°36'06" West 204.49 feet; thence North 10°01'37" East 357.31 feet to the point of beginning.

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet to the beginning of this description; thence North 40°40'45" East 186.12 feet; thence South 87°32'15" East 217.98 feet; thence South 40°59'39" East 100. feet; thence South 40°39'20" West 594.95 feet; thence North 11°34'19" West 187.02 feet; thence North 5°30'40" East 212.82 feet to the point of beginning.

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 59°43'34" East 1862.88 feet; thence South 46°21'41" East 237.92 feet; thence South 23°14'38" East 101.92 feet; thence South 5°40'23" East 133.54 feet; thence South 24°17'44" East 48.49 feet; thence South 43°08'21" East 89.81 feet to the point of beginning of this description; thence South 45° West 215. feet; thence North 86°40' West 290. feet; thence North 33° West 220. feet; thence North 80°29'42" East 240. feet; thence South 46°12'45" East 131.12 feet; thence North 89°33'43" East 230. feet to the point of beginning.

In the Township of Kearney, Antrim County, Michigan; Commencing at the Southeast corner of Section 32, Town 30 North, Range 7 West; thence North 65°20' West 2934.72 feet to a concrete monument on the North line of Deskin Drive at its Westernmost end as recorded in the plat of East Pointe; thence South 17°34'50" West 199.17 feet to the point of beginning of this description; thence South 54°53'53" East 128.88 feet; thence South 35° West 85.64 feet; thence North 86°33'53" West 113.89 feet; thence North 2°13'55" West 90. feet; thence North 52°01'18" East 77.22 feet to the point of beginning; being a part of the South Half of Section 32, Town 30 North, Range 7 West.