

FIRST AMENDMENT TO MASTER DEED  
NORTH SCHUSS VILLAGE CONDOMINIUM

GO FORWARD DEVELOPMENT PARTNERSHIP, a Michigan Partnership, whose address is Shanty Creek Road, Bellaire, Michigan 49615, being the Developer of North Schuss Village Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 393, Pages 339 through 399, Antrim County Records, and known as Antrim County Condominium Subdivision Plan No. 48, and owner of one hundred (100%) percent of the units comprising the Condominium, hereby amends the Master Deed of North Schuss Village Condominium pursuant to the authority reserved in Article VIII for the purpose of adding set back provisions to the Condominium Bylaws, upon recording of this Amendment in the Office of the Register of Deeds for Antrim County, Michigan, said Master Deed shall be amended in the following manner:

1. Article VI of the Condominium Bylaws, being Exhibit A to the Master Deed, is expanded by the additions of the following Section 17.

Section 17. Building Setbacks.

The building setback requirements for each Unit are as follows:

Unit 1 -

- Front line - 15 feet
- Rear line - 15 feet
- East side line - 15 feet
- West side line - 30 feet

Unit 2 -

- Front line - 15 feet
- Rear line - 30 feet
- Side lines - 15 feet

Units 3, 4 and 5 -

- Front line - 40 feet
- Rear line - 15 feet
- Side lines - 15 feet

Units 6, 7, 11 and 12 -

- Front line - 20 feet
- Rear line - Recreational easement line
- Side lines - 15 feet

Units 8, 9 and 10 -

- Front line - 40 feet
- Rear line - Recreational easement line
- Side lines - 15 feet

Units 13, 14, 15 and 16 -

- Front line - 40 feet
- Rear line - 15 feet
- Side lines - 15 feet

Unit 17 -

- Front line - 15 feet
- Rear line - 15 feet
- Side lines - 15 feet

*Wanda Q. Conway*  
REGISTER OF DEEDS

93 JUL 23 PM 3:23

ANTRIM COUNTY  
REGISTER OF DEEDS

For the purpose of this Section 17, the front line is that Unit line facing the road or facing the easement for access to the Unit.

In all other respects the original Master Deed of North Schuss Village condominium, including the Bylaws and Condominium Subdivision Plan attached thereto respectively as Exhibits "A" and "B" is ratified, confirmed and redeclared.

Dated: July 23, 1993

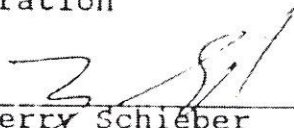
WITNESSES:

GO FORWARD DEVELOPMENT PARTNERSHIP

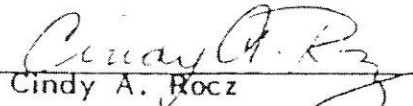
GFD Partner, Inc., a Michigan Corporation



A. S. Bond

By:   
Terry Schieber

Its: President



Cindy A. Rocz

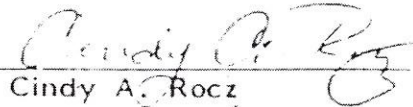
VMZ-II, INC., a Michigan Corporation



A. S. Bond

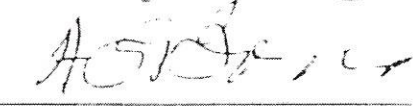
By:   
Victor A. Zucco

Its: President




Cindy A. Rocz

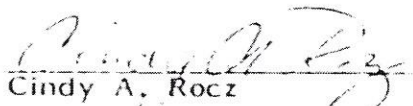
G & J R, INC., a Michigan Corporation



A. S. Bond

By:   
H. Grant Rowe

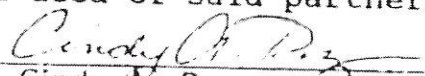
Its: President



Cindy A. Rocz

STATE OF MICHIGAN  
COUNTY OF ANTRIM

On this 23rd day of July, 1993 before me a Notary Public in and for said County personally appeared TERRY SCHIEBER, President of GFD Partner, Inc., a Michigan corporation, VICTOR A. ZUCCO, President of VMZ-II, Inc., a Michigan corporation, and H. GRANT ROWE, President of G & J R, Inc., a Michigan corporation, being the partners of Go Forward Development Partnership, a Michigan partnership, who executed the foregoing First Amendment to the Master Deed as the free act and deed of said partnership.

  
Cindy A. Rocz, Notary Public  
Antrim County, Michigan

My commission expires: July 27, 1996

Drafted by:  
Arthur S. Bond, Jr.  
Route 3, Box 2  
Bellaire, MI 49615

OCT 23 PM 1:55

SECOND AMENDMENT TO MASTER DEED  
NORTH SCHUSS VILLAGE CONDOMINIUM

James E. ...  
REGISTER OF DEEDS

GO FORWARD DEVELOPMENT PARTNERSHIP, a Michigan Partnership, whose address is Shanty Creek Road, Bellaire, Michigan 49615, being the Developer of North Schuss Village Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 393, Pages 339 through 399, Antrim County Records, as amended by First Amendment to said Master Deed recorded July 23, 1993 in Liber 395, Pages 33 through 34, Antrim County Records, and known as Antrim County Condominium Subdivision Plan No. 48, and the owner of ninety-four (94%) percent of the units comprising the Condominium, hereby further amends the Master Deed of North Schuss Village Condominium pursuant to the authority reserved in Article VIII for the following purposes: a) to provide for additional access easements, b) to define the purpose of the recreational easement shown in Exhibit "B", and c) to provide for septic field easements. Upon recording of this Amendment in the Office of the Register of Deeds for Antrim County, Michigan, said Master Deed shall be amended in the following manner:

1. Article II of the Master Deed is hereby amended by the addition of the following language:

Subject to that certain recreational easement set forth on Exhibit "B" to this Master Deed in favor of the Developer, its successors, guests and assigns for the purpose of strolling along the Cedar River and for cross country skiing purposes;

Subject to that certain fifteen (15') foot easement shown on Exhibit "B" of the Master Deed bordering Unit 10 for the benefit of Unit 9 of the Condominium for use as a septic field;

Subject to that certain fifteen (15') foot easement shown on Exhibit "B" of the Master Deed bordering Unit 13 for the benefit of Unit 12 of the Condominium for use as a septic field; and

Subject to that certain access easement shown on Exhibit "B" of the Master Deed bordering Units 16 and 17 for the benefit of Units 15, 16 and 17.


2. The attached amended Sheets 1 and 3 of the Condominium Subdivision Plan being Exhibit "B" to the Master Deed of the Condominium replace Sheets 1 and 3 as presently recorded.

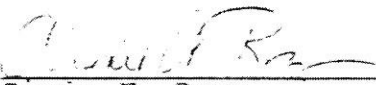
In all other respects the original Master Deed of North Schuss Village condominium, including the Bylaws and Condominium


Subdivision Plan attached thereto respectively as Exhibits "A" and "B" is ratified, confirmed and redeclared.

Dated: October 26, 1993

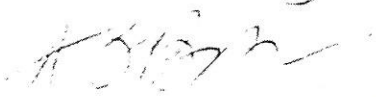
WITNESSES:

  
\_\_\_\_\_  
A. S. Bond

  
\_\_\_\_\_  
Cindy A. Rocz

  
\_\_\_\_\_  
A. S. Bond

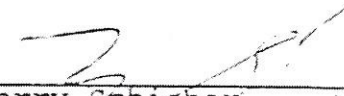
  
\_\_\_\_\_  
Cindy A. Rocz

  
\_\_\_\_\_  
A. S. Bond

  
\_\_\_\_\_  
Cindy A. Rocz

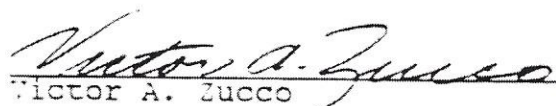
GO FORWARD DEVELOPMENT PARTNERSHIP

GFD Partner, Inc., a Michigan Corporation

By:   
\_\_\_\_\_  
Terry Schieber


Its: President

VMZ-II, INC., a Michigan Corporation

By:   
\_\_\_\_\_  
Victor A. Zucco

Its: President

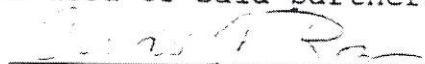
G & J R, INC., a Michigan Corporation

By:   
\_\_\_\_\_  
H. Grant Rowe

Its: President

STATE OF MICHIGAN  
COUNTY OF ANTRIM

On this 26th day of October, 1993 before me a Notary Public in and for said County personally appeared TERRY SCHIEBER, President of GFD Partner, Inc., a Michigan corporation, VICTOR A. ZUCCO, President of VMZ-II, Inc., a Michigan corporation, and H. GRANT ROWE, President of G & J R, Inc., a Michigan corporation, being the partners of Go Forward Development Partnership, a Michigan partnership, who executed the foregoing Second Amendment to the Master Deed as the free act and deed of said partnership.

  
\_\_\_\_\_  
Cindy A. Rocz, Notary Public  
Antrim County, Michigan  
My commission expires: 7-27-96

Drafted by:  
Arthur S. Bond, Jr.  
Route 3, Box 2  
Bellaire, MI 49613

ANTRIM COUNTY CONDOMINIUM SUBDIVISION  
 PLAN NO. 148

EXHIBIT B TO THE MASTER DEED OF

# NORTH SCHUSS VILLAGE

## A CONDOMINIUM

KEARNEY AND CUSTER TOWNSHIPS,  
 ANTRIM COUNTY, MICHIGAN

DEVELOPER  
 GO TOWN DEVELOPMENT  
 BOX 2, SHANLEY CREEK ROAD  
 BELLEVILLE, MICHIGAN 49715

SURVEYOR  
 NICHOLAS B. DE YOUNG  
 LICENSED LAND SURVEYOR # 20705  
 1301 BRIDGE STREET  
 CHARLEVOIX, MICHIGAN 49720

SHEET END X

- \* 1. THIS SHEET
- \* 2. SURVEY PLANS
- \* 3. SITE, UTIL. DETAILS,
- AND 1:1000 PLAN PLAN

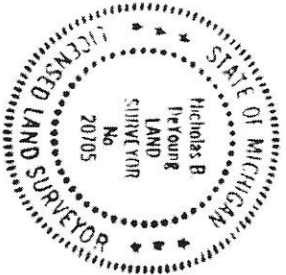
NOTE  
 THE ANTRIM COUNTY SHOWS THE  
 SECTION 15, 16, 17, 18, 19, 20, 21,  
 22, 23, 24, 25, 26, 27, 28, 29,  
 30, 31, 32, 33, 34, 35, 36, 37,  
 38, 39, 40, 41, 42, 43, 44, 45,  
 46, 47, 48, 49, 50, 51, 52, 53,  
 54, 55, 56, 57, 58, 59, 60, 61,  
 62, 63, 64, 65, 66, 67, 68, 69,  
 70, 71, 72, 73, 74, 75, 76, 77,  
 78, 79, 80, 81, 82, 83, 84, 85,  
 86, 87, 88, 89, 90, 91, 92, 93,  
 94, 95, 96, 97, 98, 99, 100.

NORTH SCHUSS VILLAGE

PROPERTY DESCRIPTION

In the Township of Custer, Antrim County, Michigan, beginning at the northeast corner of Section 3, Town 29 North, Range 7 West; thence 190°18'30" West 110.27 feet; thence North 21°36'30" West 45.49 feet; thence 180°23'10" West 42.48 feet; thence South 20°43'02" West 116.31 feet; thence 280°02'24" West 129.44 feet; thence South 49°12'41" East 128.29 feet; thence 35°38'49" East 43.65 feet; thence South 27°00'00" East 90.15 feet; thence 2°52'33" East 119.47 feet; thence South 15°12'12" East 141.42 feet; thence 61°30'00" East 125.80 feet; thence South 52°16'02" East 59.42 feet; thence curve to the left 128.27 feet (radius of said curve is 95.66 feet); thence bears S71°01'11" E 118.17 feet; thence North 70°33'30" East 41.80 feet; thence North 10°26'20" West 90.80 feet; thence on a curve to the left 20.51 feet to a point of tangency; thence bears N109°50'10" W 50.01 feet; thence North 50°11'31" East 275.68 feet to the store of the Custer River; thence 160°00'00" West along said store 258.92 feet to the North line of Section 2, Range 7 West; thence North 89°41'10" West about equal sections for 456.95 feet to the beginning of the Township of Custer, Range 7 West; thence along all four corners of the Township of Custer, Range 7 West, and containing 9.95 acres, 7.96 acres, more or less.

Also beginning in the Township of Kearney, Antrim County, Michigan, at the Southwest corner of Section 15, Town 29 North, Range 7 West; thence North 0°05'10" West along the West line of said section 607.55 feet; thence North 70°43'02" West about equal sections for 140.00 feet; thence along the Custer River; thence South 49°12'41" East about equal sections for 128.29 feet; thence South 20°43'02" West 116.31 feet; thence North 21°36'30" West 45.49 feet; thence North 10°26'20" West 90.80 feet; thence on a curve to the left 20.51 feet to the point of tangency; thence bears N109°50'10" W 50.01 feet; thence North 50°11'31" East 275.68 feet to the store of the Custer River; thence 160°00'00" West along said store 258.92 feet to the North line of Section 2, Range 7 West; thence North 89°41'10" West about equal sections for 456.95 feet to the beginning of the Township of Custer, Range 7 West; thence along all four corners of the Township of Custer, Range 7 West, and containing 9.95 acres, 7.96 acres, more or less.



REVISED OCT. 20, 1993

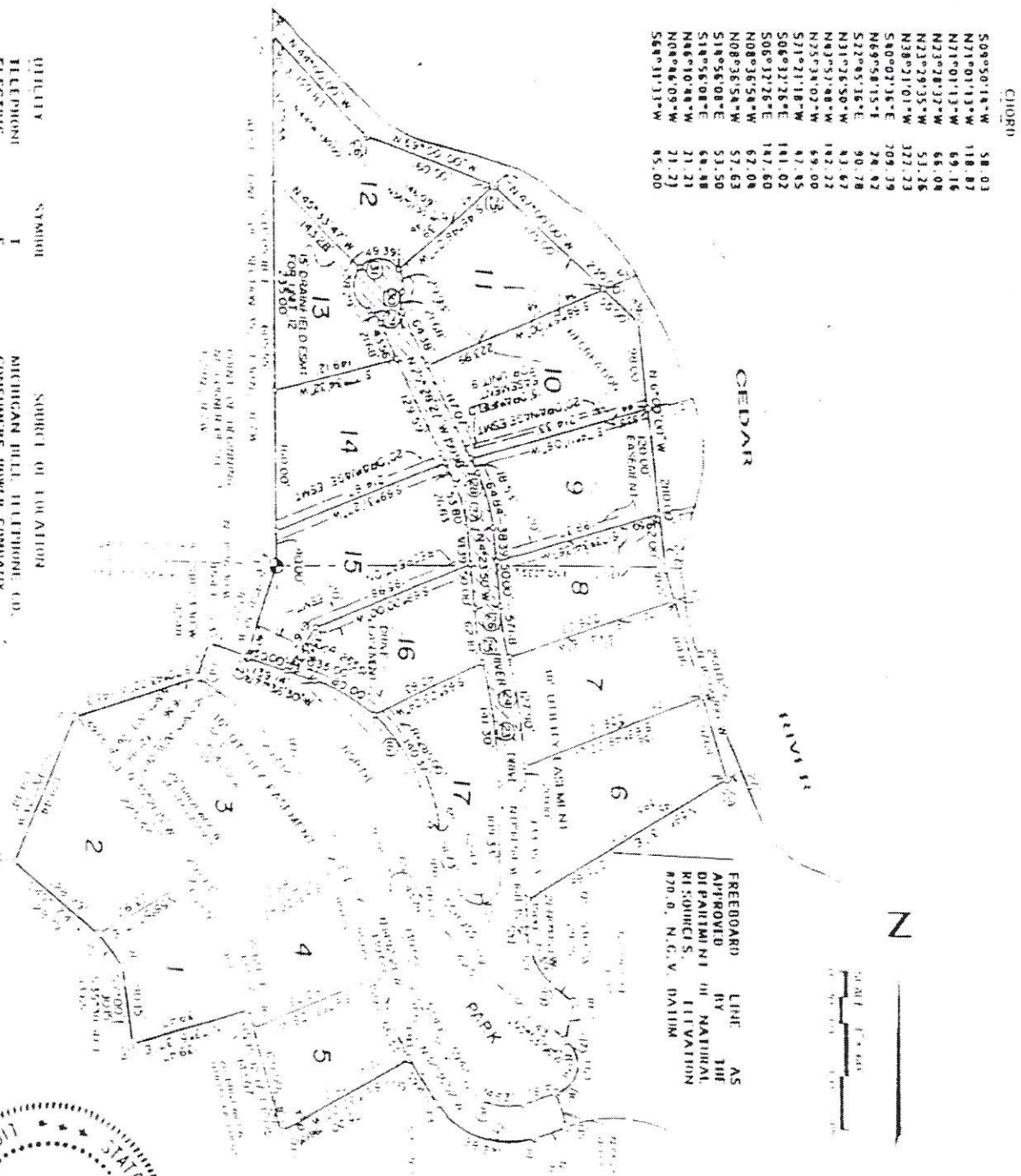
Prepared by:  
*Nicholas B. DeYoung*  
 Nicholas B. DeYoung  
 Licensed Land Surveyor  
 1301 Bridge St.  
 Charlevoix, MI 49720  
 March 15, 1993  
 PROPOSED - SHEET 1

SITE, UTILITY, DILITY, AND 11000 PLAN PAGE 01  
NORTH SQUARE VILLAGE

DATE: 10/15/93  
DRAWN BY: [Signature]

| RADIUS  | ARC     | CHORD   |
|---------|---------|---------|
| 33.76   | 19.51   | 58.03   |
| 45.65   | 28.33   | 89.16   |
| 55.65   | 35.33   | 118.87  |
| 70.00   | 45.00   | 141.42  |
| 100.00  | 71.62   | 200.00  |
| 150.00  | 109.96  | 298.14  |
| 200.00  | 151.81  | 391.61  |
| 250.00  | 197.39  | 479.94  |
| 300.00  | 246.24  | 561.80  |
| 350.00  | 297.99  | 638.61  |
| 400.00  | 352.98  | 710.76  |
| 450.00  | 411.62  | 778.61  |
| 500.00  | 473.41  | 841.76  |
| 550.00  | 538.84  | 899.61  |
| 600.00  | 607.41  | 961.76  |
| 650.00  | 679.62  | 1018.61 |
| 700.00  | 754.99  | 1070.76 |
| 750.00  | 833.04  | 1118.61 |
| 800.00  | 913.41  | 1161.76 |
| 850.00  | 995.62  | 1200.61 |
| 900.00  | 1079.24 | 1234.61 |
| 950.00  | 1164.84 | 1264.36 |
| 1000.00 | 1252.00 | 1289.61 |
| 1050.00 | 1340.24 | 1310.76 |
| 1100.00 | 1429.14 | 1327.61 |
| 1150.00 | 1518.34 | 1340.76 |
| 1200.00 | 1608.44 | 1349.61 |
| 1250.00 | 1699.04 | 1353.61 |
| 1300.00 | 1790.84 | 1353.61 |
| 1350.00 | 1883.44 | 1349.61 |
| 1400.00 | 1977.44 | 1331.61 |
| 1450.00 | 2072.44 | 1299.61 |
| 1500.00 | 2168.94 | 1253.61 |
| 1550.00 | 2266.64 | 1193.61 |
| 1600.00 | 2365.04 | 1119.61 |
| 1650.00 | 2463.84 | 1031.61 |
| 1700.00 | 2562.84 | 929.61  |
| 1750.00 | 2661.84 | 813.61  |
| 1800.00 | 2760.64 | 683.61  |
| 1850.00 | 2859.04 | 539.61  |
| 1900.00 | 2956.84 | 383.61  |
| 1950.00 | 3053.84 | 215.61  |
| 2000.00 | 3150.00 | 47.61   |

| NORTH   | EAST    |
|---------|---------|
| 3000.00 | 3000.00 |
| 2895.93 | 2963.54 |
| 2810.28 | 2920.32 |
| 2659.97 | 2806.97 |
| 2458.22 | 2626.87 |
| 2219.71 | 2398.10 |
| 1961.28 | 2139.54 |
| 1703.85 | 1869.28 |
| 1458.42 | 1599.02 |
| 1236.99 | 1337.81 |
| 1041.56 | 1096.54 |
| 884.13  | 892.28  |
| 767.70  | 736.02  |
| 694.27  | 637.81  |
| 651.84  | 595.54  |
| 643.41  | 567.28  |
| 669.98  | 552.81  |
| 724.55  | 567.81  |
| 800.00  | 611.00  |
| 895.55  | 689.07  |

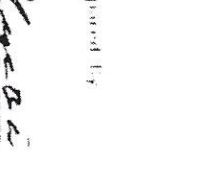


NOTE: THIS OVERLAP LINES OF TITLE EXTEND TO THE WATER'S EDGE OF THE BARRIERS AND IN RELATION WITH THE FOURTH EDITION OF THE RECORDED PLAN OF "THE REBAINMENT" RECORDED IN VOLUME 2, OF PLATS, PAGE 158. COORDINATES ARE ON THE APPROVED PLAN.

PREPARED BY: [Signature]

NICHOLAS B. DEVON  
LICENSED LAND SURVEYOR  
No. 20705

REVISID OCT. 20, 1993



THIRD AMENDMENT TO MASTER DEED

94 APR 15 PM 3:44

NORTH SCHUSS VILLAGE CONDOMINIUM

*Dennis E. ...*  
REGISTER OF DEEDS

GO FORWARD DEVELOPMENT PARTNERSHIP, a Michigan Partnership, whose address is Shanty Creek Road, Bellaire, Michigan 49615, being the Developer of North Schuss Village Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 393, Pages 339 through 399, Antrim County Records, as amended by First and Second Amendments to said Master Deed recorded in Liber 395, Pages 33 through 34, and Liber 400, pages 0860 through 0863 respectfully, Antrim County Records, and known as Antrim County Subdivision Plan No. 48, hereby further amends the Master Deed of North Schuss Village Condominium pursuant to the authority reserved in Article VI Sections 3 and 5, Article VII, Sections 3 and 5, Article VIII, Section 3 to provide an expanded access and skiing easement.

1. That part of Article II of the Master Deed which presently reads:

Together with and subject to that certain easement for the construction, maintenance and use of a roadway for ingress and egress and for the installation, maintenance and use of utilities recorded in Liber 393, Pages 64 through 66, Antrim County records.

Is amended to read:

Together with and subject to that amended easement for the construction, maintenance and use of a roadway for ingress and egress and for the installation, maintenance and use of utilities and for access and skiing recorded in Liber 404, Pages 379 through 399, Antrim County Records.

2. The attached amended Sheets 1 and 3 of the Condominium Subdivision Plan being Exhibit "B" to the Master Deed of the Condominium replace Sheets 1 and 3 as presently recorded which previously recorded sheets 1 and 3 shall be of no further force or effect.

In all other respects the original Master Deed of North Schuss Village condominium, including the Bylaws and Condominium Subdivision Plan attached thereto respectively as Exhibits "A" and "B" and as previously amended is ratified, confirmed and redeclared.

Dated: April 8, 1994

WITNESS:

Go Forward Development Partnership, Inc.  
By: GFD Partner, Inc.

*Jennifer A. Spindler*  
Jennifer A. Spindler

By: *Terry Schieber*  
Terry Schieber, President

*Susan K. Knight*  
Susan K. Knight

7170

VMZ II, Inc.

Jennifer A. Spindler  
Jennifer A. Spindler

By: Victor A. Zucco  
Victor A. Zucco, President

Susan K. Knight  
Susan K. Knight

G & Jr., Inc.  
By: H. Grant Rowe  
H. Grant Rowe

Jennifer A. Spindler  
Jennifer A. Spindler

Susan K. Knight  
Susan K. Knight

State of Michigan  
County of Antrim

On this 8th day of April, 1994 before me a Notary Public in and for said County Personally appeared TERRY SCHIEBER, President of GFD Partner, Inc., a Michigan Corporation, Victor A. Zucco, President of VMZ II, Inc., a Michigan corporation, and H. GRANT ROWE, President of G & JR, Inc., a Michigan corporation, being all the partners of Go Forward Development Partnership, a Michigan partnership, who executed the foregoing Third Amendment to the Master Deed as the free act and deed of said partnership.

Susan K. Knight  
Susan K. Knight, Notary Public  
Antrim County, Michigan  
My commission expires: June 17, 1996

Drafted by:  
Arthur S. Bond, Jr.  
Route 3, Box 2  
Bellaire, MI 49615



20 SEP 16 PM 3:43

## AMENDED GRANT OF EASEMENT

D. R. Conway  
REGISTER OF DEEDS

That certain Easement granted by Go Forward Operating Limited Partnership to Go Forward Development Partnership dated June 21, 1993 and recorded in Liber 393 Pages 0064 through 0066, Antrim County Records is hereby amended by the grantor and the grantee in its entirety so that it shall now read as follows:

## GRANT OF EASEMENT

The undersigned hereby grants to Go Forward Development Partnership, a Michigan Co-Partnership, its successors and assigns, a perpetual non-exclusive easement, for the purpose of access to Unit #1 of North Schuss Village Condominium; for roadway construction, maintenance and use. For the purpose of driveway installation, maintenance, and use; for utility services and for skiing, over, on and in the following described premises, in the Township of Custer, Antrim County, Michigan:

ACCESS AND UTILITY EASEMENT

In the Township of Custer, Antrim County, Michigan: Commencing at the West 1/4 corner of Section 2, Town 29 North, Range 7 West; thence North 0°19'39" West 518.30 feet (also recorded as N0°19'W 521.60 feet) along the West line of said section to the West line of the recorded plat of SCHUSS VILLAGE; thence North 23°03'18" West (also recorded as N22°57'W) along the West line of said plat 6.90 feet to the point of beginning of this description; thence North 23°03'18" West along said plat 28.75 feet; thence North 66°56'42" East (also recorded as N67°03'E) along the Northerly line of a 66 foot wide easement in said plat 240.00 feet; thence on a curve to the left 138.77 feet (radius of said curve is 132.47 feet, long chord bears N36°56'03"E 132.52 feet); thence on a curve to the right 217.02 feet (radius of said curve is 240.00 feet, long chord bears N32°49'40"E 209.70 feet); thence North 58°43'56" East 705.87 feet; thence on a curve to the left 128.61 feet (radius of said curve is 92.24 feet, long chord bears N18°47'17"E 118.44 feet); thence North 21°09'21" West 180.38 feet; thence North 19°14'48" West 291.37 feet; thence North 80°42'57" East 40.00 feet; thence South 27°26'14" East 284.69 feet; thence South 21°09'21" East 180.38 feet; thence on a curve to the right 216.40 feet (radius of said curve is 155.26 feet, long chord bears S18°47'17"W 199.36 feet); thence South 58°43'56" West 422.59 feet; thence on a curve to the left 157.34 feet (radius of said curve is 174.00 feet, long chord bears S32°49'40"W 152.03 feet); thence on a curve to the right 207.91 feet (radius of said curve is 198.47 feet, long chord bears S36°56'03"W 198.54 feet) to the Southeast corner of said plat of SCHUSS VILLAGE; thence South 66°56'42" West (also recorded as S67°03"W) along the South line of said plat 168.83 feet; thence South 89°19'17" West 85.22 feet to the Northeasterly line of a road entrance easement recorded in Liber 210, Page 497; thence North 50°40'43" West (also recorded as N50°42'W) along said easement 66.00 feet; thence North 39°19'17" East 39.43 feet to the point of beginning; being a part of Sections 2 and 3, Town 29 North, Range 7 West.

DRIVEWAY, UTILITY, & SKI EASEMENT ALONG UNITS 1, 4, 5

In the Township of Custer, Antrim County, Michigan: Commencing at the Northeast corner of Section 3, Town 29 North Range 7 West; thence South 19°18'30" West 110.27 feet; thence North 71°36'30" West 45.49 feet; thence South 18°23'30" West 42.48 feet; thence South 70°43'02" West 145.31 feet; thence South 24°07'23" West 179.44 feet; thence South 49°17'41" East 128.79 feet; thence South 35°38'41" East 43.65 feet; thence South 7°00'00" East 90.15 feet to the point of beginning of this description; thence North 73°51'37" East 139.47 feet; thence South 15°12'17" East 132.80 feet; thence North 61°30'00" East 172.14 feet; thence on a curve to the left 10.01 feet (radius of said curve is 205.00 feet, long chord bears S31°20'47"E 10.01 feet); thence South 32°36'02" East 10.00 feet; thence South 61°30'00" West 198.63 feet; thence North 15°12'17" West 137.74 feet; thence South 73°51'37" West 122.36 feet; thence North 7°00'00" West 20.26 feet to the point of beginning.

EASEMENT DESCRIPTION FOR ACCESS TO UNIT 1

In the Township of Custer, Antrim County, Michigan; Beginning at the Northeast corner of Section 3, Town 29 North, Range 7 West; thence South 19°18'30" West 110.27 feet; thence North 71°36'30" West 45.49 feet; thence South 18°23'30" West 42.48 feet; thence South 70°43'02" West 145.31 feet; thence South 24°07'23" West 179.44 feet; thence South 49°17'41" East 128.79 feet; thence South 35°38'41" East 43.65 feet; thence South 7°00'00" East 90.15 feet; thence North 73°51'37" East 119.47 feet to the point of beginning of this description; thence South 15°12'17" East 157.75 feet; thence North 61°30'00" East 198.63 feet; thence North 32°36'02" West 10.00 feet; thence on a curve to the right 10.01 feet (radius of said curve is 205.00 feet, long chord bears N31°20'47"W 10.01 feet); thence South 61°30'00" West 172.14 feet; thence North 15°12'17" West 132.80 feet; thence South 73°51'37" West 20.00 feet to the point of beginning.

Dated: April 8, 1994

WITNESS:

GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan Limited Partnership

By: GFO PARTNER, INC., a Michigan Corporation

Its: Managing Partner

By: Terry Schieber

Its: President

AND

GO FORWARD DEVELOPMENT PARTNERSHIP, a Michigan Partnership

By: GFD Partner, Inc.

By: Terry-Schieber, President

VMZII, Inc.

By: Victor A. Zucco, President

G & JR, Inc.

By: H. Grant Rowe, President

Jennifer A. Spindler

Susan K. Knight

Jennifer A. Spindler

Susan K. Knight

Jennifer A. Spindler

Susan K. Knight

Jennifer A. Spindler

Susan K. Knight

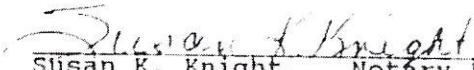
STATE OF MICHIGAN COUNTY OF ANTRIM

On this 8th day of April, 1994 before me appeared Terry Schieber President of GO FORWARD Inc., a Michigan corporation and managing partner of GO Forward Operating Limited Partnership who executed the foregoing instrument on behalf of said limited partnership.

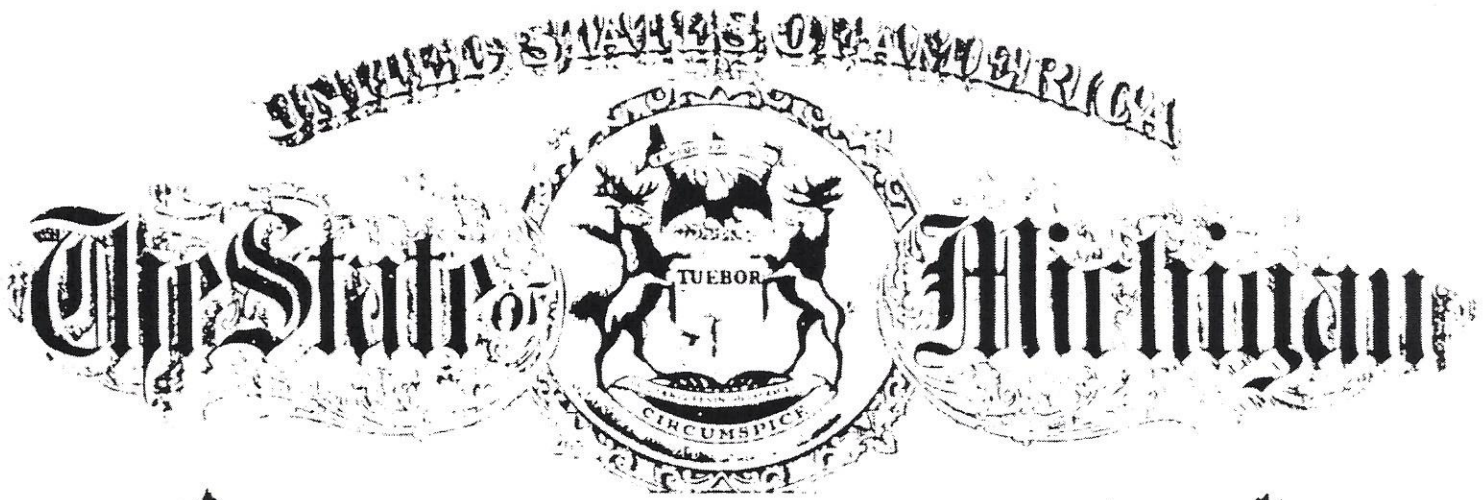
Susan K. Knight, Notary Public Antrim County, Michigan My commission expires: June 17, 1996

STATE OF MICHIGAN  
COUNTY OF ANTRIM

On this 8<sup>th</sup> day of April, 1994, before me appeared TERRY SCHIEBER,  
President of GFD Partner, Inc., a Michigan corporation, Victor A. Zucco,  
President of VMZII, Inc., a Michigan Corporation, and H. Grant Rowe,  
President of G & JR, Inc. a Michigan Corporation being all the partners of  
GO Forward Development Partnership, a Michigan Partnership, who executed  
the foregoing instrument on behalf of said partnership.

  
\_\_\_\_\_  
Susan K. Knight, Notary Public  
Antrim County, Michigan  
My commission expires: June 17, 1996

Drafted by:  
Arthur S. Bond, Jr.  
Route 3, Box 2  
Bellaire, MI 49615



Michigan Department of Commerce

Lansing, Michigan

*This is to Certify That, Articles of Incorporation of*

NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION

were duly filed in this office on the 26TH day of AUGUST, 1992  
in conformity with Act 102, Public Acts of 1982.

*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 26TH day  
of AUGUST, 1992*

CORPORATION AND SECURITIES BUREAU

Director

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FOR BUREAU USE ONLY)

**FILED**

Date Received  
**AUG 20 1992**

**AUG 26 1992**

Administrator  
MICHIGAN DEPARTMENT OF COMMERCE  
Corporation & Securities Bureau

CORPORATION IDENTIFICATION NUMBER

727-976

**ARTICLES OF INCORPORATION**

For use by Domestic Nonprofit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

North Schuss Village Condominium Association ✓

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

See attached Exhibit "A":

**ARTICLE III**

The corporation is organized upon a non-stock basis.  
(stock or nonstock)

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:



Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

**ARTICLE VI**

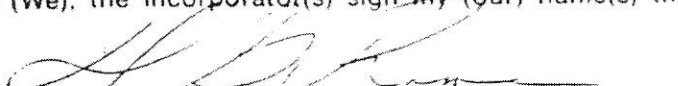
The term of corporate existence is perpetual.

**ARTICLE VII**

The qualification of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- a) Each Co-owner (including the developer) of a Unit in the condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- b) Membership in the corporation (except with respect to the nonco-owner incorporator, who shall cease to be a member upon the qualification of membership of any co-owner) shall be established by acquisition of fee simple or equitable title to a Unit in the condominium and by recording with the Register of Deeds of Antrim County, Michigan, a deed or land contract or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the condominium shall become a member immediately upon establishment of the condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.
- c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the condominium.
- d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

I (We), the incorporator(s) sign my (our) name(s) this 17th day of August, 19 92.

  
\_\_\_\_\_  
H. G. Rowe

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

## EXHIBIT "A"

The purposes for which the corporation is formed are as follows:

- a) To manage and administer the affairs of and to maintain North Schuss Village Condominium (hereinafter called "Condominium");
- b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- c) To carry insurance and to collect and allocate the proceeds thereof;
- d) To rebuild improvements after casualty;
- e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- h) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- j) To do anything required of, or permitted to, it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended; and
- k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS  
INDICATED IN THE BOX BELOW.

Arthur S. Bond, Jr.  
Vacation Properties Network  
Route 3, Box 2  
Bellaire, Michigan 49615

Arthur S. Bond, Jr.

616 533-8123

**NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION  
MANAGEMENT AGREEMENT**

THIS AGREEMENT entered into this 10th day of June, 1993, by North Schuss Village Condominium Association (the "Association"), a Michigan nonprofit corporation established to maintain and to manage the affairs of North Schuss Village Condominium, a condominium project (the "Project") which Association has its principal office at Schuss Mountain, Mancelona, Michigan 49659 and The Real Estate Place of Bellaire, Inc., d/b/a Vacation Properties Network - Shanty Creek-Schuss Mountain, a Michigan corporation, (the "Agent"), which has its principal office at Shanty Creek, Bellaire, Michigan 49615.

**W I T N E S S E T H :**

In order to assure professional management of the Project and in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

**1. Appointment of Agent**

Pursuant to its Articles of Incorporation and to the authority granted in Article I of the Condominium Bylaws, the Association hereby appoints the Agent and the Agent hereby accepts the appointment as exclusive managing agent of the project subject to the terms and conditions set forth below.

**2. Management Fee**

The Association agrees to pay Agent a fee of \$12.50 per unit per year. The fee shall be payable to the Agent annually on January 2 of each year and prorated to the date of closing and shall constitute the Agent's total compensation for services performed by it under this Agreement during each year. It is understood by the Association that the management fee paid by the Association to Agent hereunder relates only to the management of those units which have been sold and conveyed by the Developer and that the Developer shall make its own compensatory arrangements with Agent for the payment of any management fees relative to the management of units owned by Developer during the term of this Agreement. It is further understood, however, that the management services of Agent will relate to the entire project.

**3. Duties of Agent**

The duties of the Agent shall be to:

- A. Collect all regular assessments, late charges, and special assessments due from the co-owners pursuant to the Condominium Bylaws and Purchase Agreement; provided, however that the Association shall cooperate with Agent in the collection of all such assessments and shall give Agent all such assistance as it may reasonably request in enabling the collection of such assessments.

- B. Cause to be disbursed regularly and punctually from the funds collected under paragraph A of this Article and deposited in the special account, hereinafter provided: 1) salaries and other compensation due and payable to the employees of the Association, and the taxes payable under paragraph H of this Article; 2) fire and other insurance premiums due under paragraph G hereof; and 3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred by the Agent under the terms of this Agreement, including the Agent's salary.

All payments to be made by the Agent under this Agreement shall be made out of such sums as are available in the special account of the Association or as may be provided by the Association. The Agent shall not be obligated to make any advance to, or for, the account of the Association or to pay any sum, except out of the special account or other funds provided as aforementioned, nor shall the agent be obligated to incur any liability or obligation for the account of the Association without assurance that the funds necessary for the discharge thereof will be provided.

- C. Furnish the Board of Directors (or its designees) with a schedule of all delinquent accounts on or before the 15th day of each month, and, if specifically authorized by the Board of Directors (or its designees) take such action as shall be permitted by the Condominium Bylaws and the laws of the State of Michigan to collect such delinquent assessments.
- D. Cause the buildings, grounds and appurtenances of the Project to be maintained according to such standards as may from time to time be established by the Board of Directors including, but not limited to, interior and exterior cleaning, painting and decorating, plumbing, steamfitting, carpentry, and such other normal maintenance and repair work as may be necessary, subject to those limitations imposed by the Master Deed and Condominium Bylaws in addition to those contained herein.
- E. Enter into contracts for water, electricity, gas, elevator maintenance, equipment maintenance and repairs, telephone, vermin extermination, trash removal, snow removal, supplies, chemical treatment and other necessary services, or such of them as the Board of Directors shall approve. Additionally, the Agent shall place orders for such equipment, tools, appliances, materials and supplies as are necessary property to maintain the Project. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in this Agreement. When taking bids or issuing purchase orders, the Agent shall act at all times in the best interests of the Association, but the Agent shall not be responsible for obtaining the lowest price

available for the service or commodity purchases pursuant to this Agreement.

- F. Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, subject to the limitations contained in paragraph D of this Article. The Agent, however, shall not take any action under this paragraph F so long as the Association is contesting, or has affirmed its intention to contest any such order of requirement. The Agent shall promptly notify the Board of Directors in writing of all such orders and notices of requirements.
- G. Cause to be placed and kept in force all of those insurance policies required by the laws of the State of Michigan and the Condominium Bylaws, which insurance coverage shall be carried and administered in accordance with Article IV of the Condominium Bylaws. The Agent shall promptly investigate and make a full written report as to all accidents or claims for damages relating to the management, operation and maintenance of the Project, including any damage or destruction to the Project, the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.
- H. Prepare (or cause to be prepared) in conjunction with an accountant or a similarly qualified professional, if necessary, for execution and filing by the Association all forms, reports and returns required by laws in connection with federal and state income tax, Michigan general corporation law, unemployment insurance, workmen's compensation insurance, disability benefits, social security and other similar taxes now in effect or hereafter imposed, and also requirements relating to the employment of personnel.
- I. Prepare, with the assistance of an accountant or similarly qualified professional, if necessary and in conformity with the provisions of the Condominium Bylaws, an operating budget for the forthcoming fiscal year. Each such budget shall be submitted to the Board of Directors in a final draft at least thirty (30) days prior to the commencement of the annual period for which it has been made. Copies of the budget, upon adoption by the Board of Directors, shall be furnished to each Co-owner as provided in the Condominium Bylaws. The Agent shall use its best efforts to operate within the budget as adopted. In the event the Agent foresees a budget overrun, it shall notify the Board of Directors in writing.
- J. Bond, in a manner satisfactory to the Association, all employees of the Agent who handle or who are responsible for handling the Association's funds, without expense to the Association.

- K. Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Project. Such employees shall be employees of the Association and not the Agent. Compensation for the services of such employees shall be expenses of administration.
- L. Maintain a complete set of books and records relative to the operation of the Condominium Project in accordance with reasonable accounting practice. All such records shall be available for examination by the directors of the Association or their representatives during working hours. No independent audit of the Association's records shall be required. In the event any such audit is required by the Association, the cost of providing the same shall be paid entirely by the Association.
- M. Report at reasonable intervals to the Board of Directors regarding the maintenance and condition of the Project and to attend meetings of the Project and to attend meetings of the Association or Board of Directors at any time or times requested by the Board of Directors.
- N. To maintain records showing the complaints and service request made by each Co-owner together with the action taken with respect to each such request. The Agent, in its discretion, or upon the request of the Board of Directors, shall report all such requests to the Board of Directors with appropriate recommendations.
- O. Establish and maintain, in a bank authorized to do business in Michigan, a separate bank account as agent and trustee for the Association for the deposit of the Association's funds. The Agent shall have authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of the management fee.
- P. Do all other things which are reasonably required to maintain the Project in conformity with such standards as the Board of Directors may from time to time establish and which the Condominium Bylaws and the laws of the State of Michigan permit the Board of Directors to authorize and to delegate.

#### 4. Indemnification and Liability of Agent

The Association hereby agrees to indemnify and save harmless Agent from all losses, expenses or damages of any nature whatsoever in connection with the management of the Project and from liability for injury to any person or property on, about, or in connection with, the Project from any cause whatever, unless such costs, expenses, damages or liabilities be caused by the Agent's own gross negligence or willful misconduct. The Agent shall not be liable to the Association or to any other person for any error in judgment or for

doing, or omitting to do, any matter or thing pursuant to the terms of this Agreement except in case of willful misconduct or negligence.

**5. Relationship of Agent to Other Entities**

Agent, its officers, employees, partners, directors and others connected therewith are, or may be, officers, employees, partners, directors of, or otherwise related to the a) Association, b) the Developer of North Schuss Village Condominium, or c) contractors or agencies hired by Agent which are furnishing services or supplies to North Schuss Village Condominium. The Association, on behalf of itself and members, acknowledges and expressly consents to any and all of such relationships.

**6. Assignability**

The Agent may assign this Management Agreement to any other person or entity so long as such assignee shall undertake in writing to assume and perform the obligations of Agent hereunder.

**7. Effective Date**

This Agreement shall take effect on the 10th day of June, 1993 and shall remain in full force and effect until ninety (90) days after the First Annual Meeting of Co-owners as set forth in the Condominium Bylaws. This Agreement shall be automatically renewed at the expiration of such period unless, within said ninety (90) day period, the Association terminates this Agreement.

**8. Termination**

- A. This Agreement shall be terminable by either party at the end of any calendar month upon sixty (60) days prior written notice by either party to the other, without cause, or upon thirty (30) days prior written notice by either party to the other for cause.
- B. In the event a petition in bankruptcy is filed by or against Agent, or in the event that he shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement, without notice to the other, but prompt advice of such action shall be given to the other party.

**9. Final Accounting**


Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as to the date of termination and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

10. **Effect of Agreement**

This Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and the year first above written.

NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION

By:   
H. Grant Rowe, President

THE REAL ESTATE PLACE OF BELLAIRE, INC.  
a Michigan Corporation, d/b/a Vacation  
Properties Network - Shanty Creek-Schuss Mountain

By:   
H. Grant Rowe, President

**DISCLOSURE STATEMENT**

**NORTH SCHUSS VILLAGE CONDOMINIUM**

**Schuss Mountain  
Mancelona, Michigan 49659**

**DEVELOPER**

**Go Forward Development Partnership  
Shanty Creek  
Bellaire, Michigan 49615**

**(616) 533-8636**

**NORTH SCHUSS VILLAGE CONDOMINIUM** is a Residential Condominium Project containing seventeen (17) single family building sites, each of which constitutes a condominium unit.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

**Effective Date: January 1, 1995**

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## I. INTRODUCTION

Condominium Development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

The Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

## II. THE CONDOMINIUM CONCEPT

### A. General.

Condominium is a method of subdividing and describing real property. A condominium unit has the same legal attributes as any other form of real property under Michigan Law and may be sold, mortgaged or leased, subject only to such restriction as are contained in the condominium documents or as otherwise may be applicable to the property.

Each owner receives a legal title by deed or equitable title by Land Contract to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section VI of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association").

The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established or, in the case of units added to an expanding project by amendment to the Master Deed, the year in which any such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common

elements. In the year in which the project is established or in which an expansion amendment is recorded, taxes and assessments for the units covered by the Master Deed or expansion amendment are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

B. Condominium Building Sites.

North Schuss Village Condominium is different from many residential condominium projects in this area because the condominium units in this project consist of only the individual building sites, and the common elements do not include the residential dwellings and other improvements to be constructed on the sites or appurtenant to the sites as limited common elements. Each condominium unit consists of only the land included within the perimeter of a condominium unit. In the more common form of residential condominium project, the units consist of the air space enclosed within each of the dwelling units, and the common elements include the exterior of the structural components of the residential dwellings. In North Schuss Village Condominium, each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as common elements). Although the dwellings themselves do not constitute common elements in the project, any portion of the condominium units that consist primarily of grass and that are not enclosed by fences or otherwise inaccessible to lawn mowing equipment, will be maintained by the Association, as more fully set forth in the condominium documents, and while the Co-owner shall be responsible for the maintenance of the exterior of the dwelling unit, should a Co-owner fail to so maintain such exteriors, the Association, after written notice of such failure to the Co-owner, shall cause such exteriors to be maintained and shall assess the individual Co-owner for the cost of such maintenance which cost if unpaid by the Co-owner, within thirty (30) days of such notice, may become, at the sole discretion of the Association, a lien against the unit all as more fully set forth in Exhibit A to the Master Deed. Unlike the usual residential condominium project, each owner in this project also will be responsible for maintaining fire and extended coverage insurance on his unit and the dwelling and other improvements located thereon and appurtenant thereto, as well as personal property, liability and other personal insurance coverage for occurrences on the common elements and otherwise as is specified in the condominium documents.

C. Other Information.

Although the foregoing is generally accurate, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the North Schuss Village Condominium

Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

### III. DESCRIPTION OF THE CONDOMINIUM PROJECT

#### A. Size, Scope and Physical Characteristics of the Project.

North Schuss Village Condominium is comprised of seventeen (17) units, each of which consists of a building site as delineated on the Condominium Subdivision Plan, and upon which is to be constructed a residential dwelling, septic and water systems and related improvements. Patio areas, lawn areas, courtyards, porches and other appurtenances, to the extent constructed, may be assigned to individual units as limited common elements. At the option of the Developer this Condominium may be expanded until May 31, 1999 by the addition of up to ten (10) additional Units.

#### B. Convertible Area Concept.

The Master Deed provides that, within a period ending May 31, 1999, the Developer may expand the Condominium as indicated above and may construct water and sewage systems for underground wells and septic systems, driveways, sidewalks, porches, courtyards, patio areas, fences and other accessory improvements ancillary in nature or use to the residential dwellings to be constructed within the condominium units, together with an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentation and other similar systems and improvements designed and intended to benefit the entire project anywhere on the general common elements and to reasonably adjust unit boundaries to conform with actual construction when it is undertaken pursuant to the provisions of Section 48 of the Act. The Developer has reserved this broad right to construct improvements because it is impossible to specify the nature and location of such improvements until the plans for each dwelling have been finalized. After completion of construction, all such improvements to the extent located on the convertible areas, must be reflected in an amendment to the Master Deed. The convertible area concept, and the requirements relating to the utilization thereof by the Developer, are described in Article VI of the Master Deed.

#### C. Utilities.

Electricity is provided to North Schuss Village Condominium by Consumers Power Company, a public utility. Sewage disposal is to be provided by individual septic systems constructed and maintained at the expense of the Co-owner at such time as he elects to improve his unit and such systems shall be located upon the unit, the limited common

elements, if any, appurtenant to such unit, or upon the general common elements. In this connection the costs of installation and maintenance of such systems shall be borne by the Co-owners and in respect to the maintenance of the septic systems, Co-owners shall or shall cause such system to be inspected annually by a licensed septic hauler and the tank and system to be pumped at least every three (3) years. In the event that such unit or common elements are, in the opinion of the appropriate governmental authorities, inadequate for such system, the Developer has arranged to provide to the Co-owner such service at the Co-owner's cost through the sewerage facilities of Schuss Mountain Sewer and Water Association, a Michigan nonprofit corporation. Similarly, water shall be supplied by individual wells constructed and maintained at the expense of the Co-owner at such time as he elects to improve his unit and such wells shall be located upon the unit, the limited common elements, if any, appurtenant to such unit, or upon the general common elements of the condominium. In the event that such Unit or common elements are, in the opinion of the appropriate governmental authorities, inadequate for such purpose, the Developer has arranged to provide sewer and water service at the Co-owner's cost through the sewer and water facilities of Schuss Mountain Sewer and Water Association. Schuss Mountain Sewer and Water Association shall charge the Association or the Co-owners such fees in respect to water and sewerage, on the same basis it provides such services to third parties. Electricity is metered directly to the Co-owner of the units. The remaining utilities are paid by assessment.

D. Roads.

The project is served by Schuss Village Road, a public road, and from such public road by private roads and easements over private roads, both of which are common elements of the condominium.

E. Reserved Rights of Developer.

1. Sole Right to Approve/Construct Improvements.

No dwelling or other improvement may be constructed in the project until the Developer has approved the plans and specifications including grading, soil erosion control, water system and septic system plans, nor may the exterior appearance of any existing improvement in the project be altered without the Developer's prior consent all as provided in Article VI of the Condominium Bylaws.

2. Convertible and Expandable Area.

The Developer has reserved the right to construct improvements on the convertible area and to expand the Condominium, as described in Section III, A and B above.

3. Conduct of Commercial Activities.

Until all of the units in the project have been sold (including the initial phase and any expansion phases), the Developer has reserved the right to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to preexisting status consistent with the condominium documents upon termination of use.

4. Right to Amend.

The Developer has reserved the right to amend the Master Deed and the exhibits thereto without approval from owners and mortgagees for the purpose of correcting errors and for any purpose so long as the amendment would not materially change the rights of an owner and for such purposes as are set forth in Articles VI and VIII of the Master Deed. The Developer has also reserved the right to amend the Master Deed for purposes of expansion or conversion without such approval.

5. Easements.

The Developer has reserved such easements over the Condominium Project (including all units and common elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

6. General.

In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

#### IV. LEGAL DOCUMENTATION

A. General.

North Schuss Village Condominium was established as a Condominium Project pursuant to the Master Deed recorded in the Antrim County Records and contained in North Schuss Village Condominium Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B".

B. Master Deed.

The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the Condominium Project, a general description of the units and general and limited common elements included in the project and a statement regarding the relative responsibilities for maintaining the dwellings and other improvements and the common elements in the project. Article VI describes the "convertible and expandable area" concept. Article VII covers easements, Articles VI and VIII covers the provisions for amending the Master Deed and Article IX provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws.

The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of exterior maintenance, and paying the costs of operation of the Condominium Project. Article VI contains certain restrictions upon the construction of dwelling units, ownership, occupancy and use of the Condominium Project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. Condominium Subdivision Plan.

The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

**V. THE DEVELOPER AND OTHER SERVICE ORGANIZATIONS**

A. Developer's Background and Experience.

The Developer is a Michigan partnership established, among other things, for the purpose of developing this and other condominium projects and to develop amenities for the Shanty Creek-Schuss Mountain resort complex.

Principles are - GFD Partner, Inc., VMZ-II, Inc. and G & JR, Inc.

The Chief Operating Officer of GFD Partner, Inc. is Mr. Terry Schieber. Mr. Schieber has a B.S. in Business Administration from Northwood Institute and has been with Shanty Creek-Schuss Mountain Resort since 1971. He is a Certified Hotel Administrator and Chairman of the Grand Traverse Convention and Visitors Bureau. He is also Senior Vice President, Operations for Club Resorts, Inc. joining CCI in 1984. Mr. Schieber was a Charter Member and major

influence in the formation of the Northwestern Michigan Golf Council, which is responsible for promoting northern Michigan as "America's Summer Golf Capital". He has also served on the Advisory Boards for Northwestern Michigan College, Ferris State University and Northwood Institute, as well as the Governor's Advisory Committee on Tourism. Mr. Schieber is a member of the Managing Committee and is responsible for all day-to-day operations of the Resort.

The President of VMZ-II, Inc. is Mr. Victor Zucco. Mr. Zucco is a graduate of Michigan State University and acquired the Schuss Mountain Golf Course in 1982. Since his acquisition, the Schuss course has received a number of awards and is acclaimed as one of Michigan's most popular courses. Prior to the purchase of the Schuss course, Mr. Zucco owned a successful security and bank equipment business in the Detroit area. He was a defensive back for the Chicago Bears from 1957-62. Apart from his activity in respect to the Schuss course which he has since sold to Go Forward Operating Limited Partnership, Mr. Zucco was successful in the development and sales of real estate at Schuss Mountain, including home sites and condominium units. Mr. Zucco will be seasonally active in promoting golf and membership for the Partnership.

The President of G & JR, Inc. is Mr. H. Grant Rowe. Mr. Rowe is a graduate of Parsons College and has been involved in real estate development sales and amenity construction at Shanty Creek since 1976. Prior to this, he was with IBM and was co-founder of Ski and Shore Properties, a northern Michigan brokerage operation. Mr. Rowe has developed and sold over 200 condominiums, numerous home sites and a retail center at Shanty Creek. In 1983, he acquired the Resort course and was the managing general partner for Five Star Associates. Five Star Associates raised \$2.5 million for the construction of the Arnold Palmer Legend golf course and related 129 real estate lots surrounding it. Mr. Rowe will continue in the development and sales of condominiums, home sites, time share and quarter share products at Shanty Creek. Mr. Rowe will be active in future amenity expansion and the real estate opportunities attached thereto for the Partnership.

#### B. Affiliates.

The real estate broker for this project is The Real Estate Place of Bellaire, Inc., a Michigan corporation, d/b/a Vacation Properties Network - Shanty Creek-Schuss Mountain. The corporation was formed in 1974, of which company Mr. H. Grant Rowe is the President, a principal shareholder and a Director. The company, which is a licensed real estate broker, is engaged in land development for single family home sites in the area immediately adjacent to the site of North Schuss Village Condominium. It is also engaged in the general real estate brokerage business and in the sales of other condominium projects in the immediate vicinity of North Schuss Village Condominium including Trappers Lodge,

Ridgewalk, Timberline Shops, Windcliff, Snowshoe, Points West, Timber Ridge, Sawtooth, The Legend, Pinebrook, Forest, Golf Meadows, and East Pointe Condominiums.

C. Legal Proceedings Involving the Condominium Project.

The Developer is not presently aware of any pending judicial or administrative proceedings involving the Condominium Project or the Developer's interest therein.

**VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT**

A. The Condominium Association.

The responsibility for management and maintenance of the project is vested in North Schuss Village Condominium Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within one (1) year after the initial conveyance of legal equitable title to a non-developer Co-owner of a unit in the project or within one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the units that may be created, whichever first occurs, the Developer shall call a special meeting of members for the purpose of electing from among the non-developer Co-owners, persons 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 initial Board of Directors and the non-developer Co-owners until a meeting of members is held in accordance with the provisions of the Master Deed, at which time the Advisory Committee shall cease to exist. The initial 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 (4) such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes.

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the units that may be created, at least one (1) director and not less than twenty-five (25%) percent of the Board of Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-

third (33-1/3%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the units that may be created, and before conveyance of ninety (90%) percent of such units, the non-developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten (10%) percent of the units in the project or as long as ten (10%) percent of the units remain that may be created.

Notwithstanding the formula provided above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, if title to not less than seventy-five (75%) percent of the units that may be created has not been conveyed, the non-developer Co-owners have the right to elect as provided in the condominium documents, a number of members of the Board of Directors of the Association of Co-owners equal to the percentages of units they hold, and the Developer has the right to elect as provided in the condominium documents, a number of members of the Board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in accordance with the provisions of the Act.

If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under the above, or if the product of the number of members of the Board multiplied by the percentage of units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided above.

B. Percentage of Value.

The percentage of value of each unit in North Schuss Village Condominium is equal. The percentage of value assigned to each unit determines, among other things, the value of each Co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project.

## C. Project Finances.

### 1. Budget.

Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for replacement of major structural and other components of the project. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer based in part upon experience in similar projects and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the Condominium Project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I, to this Disclosure Statement.

### 2. Assessments.

Each owner of a unit, other than the Developer, must contribute to the Association to defray expenses of administration. Assessments are based upon the percentage of value assigned to each unit. The Board of Directors may also levy special assessments in accordance with the provisions of Article II of the Bylaws. The Developer's obligation for contributing to expenses of administration of the project is set forth in Article II of the Bylaws. Additionally each Co-owner is responsible for the outside maintenance of his dwelling, and should he fail to so maintain the dwelling, the Association, after written notice to the Co-owner of such failure, may maintain the outside of the dwelling and assess such individual Co-owner for all related costs attached thereto which costs if not paid by the Co-owner to the Association may at the sole discretion of the Association become a lien against the unit in favor of the Association.

### 3. Other Possible Liabilities.

Each purchaser is advised of the possible liability of each unit owner under Section 58 of the Condominium Act.

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which have become due prior to foreclosure. These

unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract.

The Association has entered into a Management Agreement with The Real Estate Place Of Bellaire, Inc., a Michigan corporation, d/b/a Vacation Properties Network - Shanty Creek-Schuss Mountain, for a term continuing until ninety (90) days after the Transitional Control Date and thereafter for a term of two (2) years at a fee of Twelve and 50/100th (\$12.50) Dollars per unit per year, which agreement is terminable upon ninety (90) days notice. Professional management is not required by the condominium documents.

E. Insurance.

1. Title Insurance.

The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Northern Michigan Title Company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the owner's commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

2. Other Insurance.

The condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, with respect to all of the general common elements of the project. The insurance policies may have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the Condominium Project will be furnished to each owner upon closing the sale of his unit. **Each Co-owner shall, however, at his individual cost and expense, keep and maintain extended coverage and liability insurance upon and relating to any and all improvements made in, or to a unit and upon the limited common elements appurtenant to any unit.**

The Association should periodically review all insurance coverage to be assured of its continued adequacy and each owner should do the same with respect to his personal insurance.

F. Restrictions on Ownership, Occupancy and Use.

Article VI of the Bylaws sets forth restrictions upon the ownership, occupancy and use of a unit in the Condominium Project. It is impossible to paraphrase these restrictions without risking the omission of some provisions that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions.

1. Units are to be used for single-family residential purposes only.
2. No owner may lease his unit without prior written consent of the Association.
3. A licensed residential builder may be engaged by a purchaser to build a dwelling in the project. Actual construction of the building requires the prior consent of the Developer or its designee. There are detailed architectural control provisions in favor of the Developer or its designee pertaining to the dwellings and other improvements that may be constructed in the project which are contained in Exhibit "A" to the Master Deed which is contained in the Purchaser Information Booklet. The type of architecture which the Developer would be inclined to approve is attached as Appendix II hereto.
4. There are restrictions relating to the number and type of animals which may be kept upon the condominium.
5. There are substantial limitations upon physical changes (including landscaping) which may be made to the common elements and to the units and improvements in the condominium, and upon the uses to which the common elements and units may be put.
6. Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements without vote of the owners.
7. The Recreational easement shown on Exhibit "B" is limited only to the right to stroll along the river and the right to use said easement for cross country skiing.

None of the restrictions apply to the commercial activities or signs of the Developer.

## VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS

### A. Before Closing.

The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103, B, of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to Developer until conveyance of title to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

### B. At Closing.

Each purchaser will receive fee simple title by warranty deed or equitable title by land contract to his unit, subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions as are specifically set forth in the condominium documents and title insurance commitment.

### C. After Closing.

#### 1. General.

Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

#### 2. Condominium Project Warranties.

Since it is not contemplated that the Developer will construct the dwelling upon the unit, the only warranty made by Developer is that utility services have been extended to the unit boundaries as shown on the Condominium Subdivision Plan and that purchaser will, upon payment of normal fees, be entitled to the issuance of a residential building permit with respect to the unit, subject to all applicable laws, ordinances, regulations and requirements.

### VIII. PURPOSE OF DISCLOSURE STATEMENT

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to a unit in the Condominium Project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. Certain of the terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce published The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the Master Deed and other instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Commerce.

APPENDIX I

NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION

1995 ANNUAL BUDGET  
JANUARY 1, 1995- DECEMBER 31, 1995

|   | TOTAL<br>BUDGET   |
|---|-------------------|
| Insurance   | \$100.00          |
| Office Expenses                                     | \$150.00          |
| Utilities   | \$250.00          |
| General Maintenance                                 | \$1,100.00        |
| Reserves  | \$271.00          |
| Management Fee                                      | <u>\$213.00</u>   |
|   | \$2,084.00        |
| Schuss Mt. Chalet & Lot owners<br>Association Dues* | \$800.00          |
| TOTAL   | <u>\$5,373.00</u> |

\*Current Association Dues--\$40.00/year without home  
\$160.00/year with home

Per unit w/home \$284.00  
Per unit w/o home \$163.00

## APPENDIX II

### NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION

#### Architectural Guidelines

While there are detailed architectural requirements set forth in Exhibit A to the Master Deed as indicated above in VI, F, 3, the Developer as a general rule would be inclined to grant favorable review to Alpine type architecture.



LINER 389:Pg. 0084

GRANT OF EASEMENT

The undersigned hereby grant to Go Forward Development Partnership, a Michigan Co-partnership, its successors and assigns, a perpetual non-exclusive easement, for the purpose of access to Unit #1 of North Schuss Village Condominium, roadway construction, maintenance and use and for the purpose of installation, maintenance, and use of utility services, over, on and in the following described premises, in the Township of Custer, Antrim County, Michigan:

(SEE EXHIBIT "A" ATTACHED)

Dated: June 21, 1993

Witness:

GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan Limited Partnership

By: GFO PARTNER, INC., a Michigan Corporation

Its: Managing Partner

By: Terry Schieber

Its: President

Arthur S. Bond Jr.  
Susan K. Knight

ANTRIM COUNTY MICHIGAN REGISTER OF DEEDS  
93 JUN 21 PM 1:39  
Wanda R. Conway

STATE OF MICHIGAN }  
COUNTY OF ANTRIM } ss:

On this 21st day of June, 1993, before me appeared TERRY SCHIEBER, President of GFO Partner, Inc., a Michigan Corporation, which is the Managing Partner of Go Forward Operating Limited Partnership, a Michigan Limited Partnership, who executed the foregoing instrument on behalf of said partnership.

Susan K. Knight, Notary Public  
Antrim County, Michigan  
My Commission expires: 12-31-96

Drafted by:  
Arthur S. Bond, Jr.  
Route 3, Box 2  
Belleire, MI 49615

Post-It Fax Note 7671

| To       | Date | From | # of PAGES |
|----------|------|------|------------|
| Mike     |      | Deb  |            |
| Co/Dept. |      | Co   |            |

LIBER 393: 0065

## EXHIBIT "A"

NORTH SCHUSS VILLAGE ACCESS AND UTILITY EASEMENT

In the Township of Custer, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 2, Town 29 North, Range 7 West; thence North 0°19'39" West 518.30 feet (also recorded as N0°19'W 521.60 feet) along the West line of said section to the West line of the recorded plat of SCHUSS VILLAGE; thence North 23°03'18" West (also recorded as N22°57'W) along the West line of said plat 6.90 feet to the point of beginning of this description; thence North 23°03'18" West along said plat 28.75 feet; thence North 66°56'42" East (also recorded as N67°03'E) along the Northerly line of a 66 foot wide easement in said plat 180.00 feet; thence North 28°38'00" East 183.79 feet; thence North 89°20'00" East 108.79 feet; thence North 23°38'10" East 93.52 feet; thence North 60°30'03" East 220.16 feet; thence North 57°16'15" East 250.60 feet; thence on a curve to the left 126.89 feet (radius of said curve is 92.77, long chord bears N18°03'27"E 117.30 feet); thence North 21°09'21" West 180.38 feet; thence North 19°12'48" West 291.37 feet; thence on a curve to the left 90.44 feet (radius of said curve is 185.00 feet, long chord bears N29°17'24"W 89.55 feet); thence on a curve to the left 166.03 feet (radius of said curve is 700.00 feet, long chord bears N44°05'25"W 165.64 feet); thence on a curve to the left 152.73 feet (radius of said curve is 149.45 feet, long chord bears N80°09'45"W 126.17 feet); thence North 19°26'24" West 40.00 feet; thence on a curve to the left 70.31 feet (radius of said curve is 33.26 feet, long chord bears N09°30'14"E 58.03 feet); thence North 07°06'58" East 47.17 feet; thence South 50°53'06" East 215.00 feet; thence on a curve to the right 175.51 feet (radius of said curve is 720.00 feet, long chord bears S44°05'25"E 175.10 feet); thence on a curve to the right 100.13 feet (radius of said curve is 400.00 feet, long chord bears S30°07'28"E 99.87 feet); thence South 24°59'16" East 293.82 feet; thence South 21°09'21" East 180.38 feet; thence on a curve to the right 212.52 feet (radius of said curve is 155.26 feet, long chord bears S18°03'27"W 196.31 feet); thence South 57°16'15" West 292.56 feet; thence South 60°50'05" West 200.00 feet; thence South 23°38'10" West 92.56 feet; thence South 59°20'00" West 104.89 feet; thence South 20°55'43" West 145.15 feet to the Southeast corner of said recorded plat of SCHUSS VILLAGE; thence South 66°56'42" West (also recorded as S67°03'W) along said plat 166.83 feet; thence South 39°19'17" West 85.22 feet to the Northeasterly line of a road entrance easement recorded in Liber 219, Page 497; thence North 90°40'43" West (also recorded as N50°42'W) along said easement 66.00 feet; thence North 39°19'17" East 39.43 feet to the point of beginning; being a part of Sections 2 and 3, Town 29 North, Range 7 West.

ACCESS AND UTILITY EASEMENT OVER CORNER OF OUTLOT "A"

Commencing at the Southeast corner of the recorded plat of SCHUSS VILLAGE; thence North 22°57' West along the Easterly line of said plat 66.00 feet to the point of beginning; thence North 22°57' West 46.84 feet; thence South 29°02'19" West 76.12 feet; thence North 67°03' East 60.00 feet to the point of beginning; being a part of OUTLOT "A" of the recorded plat of SCHUSS VILLAGE.

EASEMENT DESCRIPTION FOR ACCESS TO UNIT 1

LIBER 383 Pg. 0086

In the Township of Custer, Antrim County, Michigan; Beginning at the Northeast corner of Section 3, Town 29 North, Range 7 West; thence South 19°18'30" West 110.27 feet; thence North 71°36'30" West 45.49 feet; thence South 18°23'30" West 42.45 feet; thence South 70°43'02" West 145.31 feet; thence South 24°07'23" West 179.44 feet; thence South 49°17'41" East 128.79 feet; thence South 35°38'41" East 43.65 feet; thence South 7°00'00" East 90.15 feet; thence North 73°51'37" East 119.47 feet to the point of beginning of this description; thence South 15°12'17" East 157.75 feet; thence North 61°30'00" East 198.63 feet; thence North 32°36'02" West 10.00 feet; thence on a curve to the right 10.01 feet (radius of said curve is 205.00 feet, long chord bears N31°20'47"W 10.01 feet); thence South 61°30'00" West 172.14 feet; thence North 15°12'17" West 132.80 feet; thence South 73°51'37" West 20.00 feet to the point of beginning.

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BRANDT FISHER ALWARD

PAGE 02

LIBER 459 PG. 0689

ANTRIM COUNTY MICHIGAN RECEIVED FOR RECORD

FEB 26 10 42 AM '97

**AFFIDAVIT OF INTEREST AFFECTING REAL ESTATE  
ADOPTION OF RESOLUTIONS AFFECTING SITE CONDOMINIUM  
NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION**

*Wanda R. Cundy*  
REGISTER OF DEEDS

27-170

STATE OF MICHIGAN )  
County of Antrim ) ss

The undersigned, being the duly elected and qualified Secretary for North Schuss Village Condominium Association, hereby give notice that at a duly convened meeting of the Condominium Association held on February 15, 1997, the Members of the Association adopted those Resolutions described on Exhibit "A" attached hereto and made a part hereof.

The Resolutions affect all lots within North Schuss Village, a condominium project, more particularly described as follows:

NORTH SCHUSS VILLAGE, a condominium project according to the Master Deed recorded in Liber 393, Pages 338 through 389, and as amended in First Amendment to Master Deed as recorded in Liber 395, Page 33, and as amended in Second Amendment to Master Deed as recorded in Liber 400, Page 880, and as amended in Third Amendment to Master Deed as recorded in Liber 409, Page 381, Antrim County Records, and designated as Antrim County Condominium Subdivision Plan No. 48, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

IN WITNESS WHEREOF, the Secretary of the Condominium Association, Brian J. Hardy, has signed this Affidavit and Notice this 24 day of February, 1997.

Signed in the Presence of:

*Terry Schieber*  
Terry Schieber

*Dave Faught*  
Dave Faught

*Brian J. Hardy*  
BRIAN J. HARDY, Secretary

Subscribed and sworn to before me this 24 day of February, 1997.

JUDITH L. BALTZ  
NOTARY PUBLIC - ANTRIM COUNTY, MICH.  
MY COMMISSION EXPIRES 11-27-00

*Judith L. Baltz*  
Notary Public  
County:  
My Commission Expires:

LIBER 459 | PG. 0690

## RESOLUTIONS OF THE NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION

The following Resolutions were adopted by the Members of NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION (the "Association") at a duly called meeting of the Members of the Association held on February 15, 1997:

**BE IT RESOLVED** that the Members of the Association consent, authorize and approve the Successor-Developer's right to widen the pavement within the road system of the North Schuss Village Condominium project to the full extent authorized and described in the condominium subdivision plans. In other words, the Successor-Developer shall have the right at its cost and expense to widen the pavement of the existing roads within the project so that the entire area dedicated for roads is paved.

**BE IT FURTHER RESOLVED** that the Members of the Association authorize extension of the roadway system over and through Lots (12) and (13) such that the roadway systems of the project connects and continues on through Lots (12) and (13). Be it further resolved that the Successor-Developer, when constructing said roadway shall be solely responsible for all costs associated therewith, including by way of illustration and not limitation, any and all construction costs and any costs necessary to cause an amendment to the Master Deed for this project to be duly made and recorded reflecting the extension of said roadway.

**BE IT FURTHER RESOLVED** that the Members of the Association consent, authorize and approve Successor-Developer's right to construct and maintain a chair-lift base and related appurtenances on Lot (13), provided, however, that the Successor-Developer shall continue to pay a full assessment (special or regular) for Lots (12) and (13) and that the Successor-Developer shall hold the Association and its Members harmless for and as a consequence of any of the Resolutions adopted herein.

CERTIFICATION

Attached hereto on Exhibit "A" is a listing of every lot and an indication of whether or not said lot voted for or against adoption of the above Resolutions. Upon sixty-six and two-thirds (66-2/3) approval by the Members of the Association, the above Resolutions shall be deemed adopted and passed as duly effective Resolutions of the Association.

Date: 2/15/97

NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION

By: [Signature]Its: President **Terzy Schieber**

ATTEST:

[Signature]  
Secretary**Bryan J. Hardy**

LIBER 459 Pgs. 0691

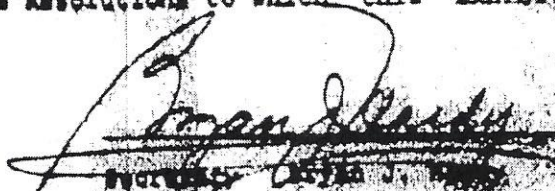
## EXHIBIT "A"

## NORTH SCHUSS VILLAGE.

## VOTE FOR THE ABOVE DESCRIBED RESOLUTIONS:

|             |          |        |         |
|-------------|----------|--------|---------|
| Lot No (1)  |          | NO (X) | YES ( ) |
| Lot No (2)  |          | NO ( ) | YES (X) |
| Lot No (3)  |          | NO ( ) | YES (X) |
| Lot No (4)  |          | NO (X) | YES ( ) |
| Lot No (5)  |          | NO ( ) | YES (X) |
| Lot No (6)  |          | NO (X) | YES ( ) |
| Lot No (7)  |          | NO ( ) | YES (X) |
| Lot No (8)  |          | NO ( ) | YES (X) |
| Lot No (9)  | 1/2 vote | NO (X) | YES ( ) |
| Lot No (9)  | 1/2 vote | NO ( ) | YES (X) |
| Lot No (10) |          | NO ( ) | YES (X) |
| Lot No (11) |          | NO ( ) | YES (X) |
| Lot No (12) |          | NO ( ) | YES (X) |
| Lot No (13) |          | NO ( ) | YES (X) |
| Lot No (14) |          | NO ( ) | YES (X) |
| Lot No (15) |          | NO ( ) | YES (X) |
| Lot No (16) |          | NO ( ) | YES (X) |
| Lot No (17) |          | NO ( ) | YES (X) |

Bryan J. Hardy, Secretary for the NORTH SCHUSS VILLAGE CONDOMINIUM ASSOCIATION, hereby certifies that the above represents an accurate tally of the voting for the Resolutions to which this Exhibit is attached.

  
 Secretary Bryan J. Hardy