

OCT 23 PM 11:55

SECOND AMENDMENT TO MASTER DEED  
NORTH SCHUSS VILLAGE CONDOMINIUM

Sanford S. ...  
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

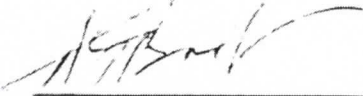
Subdivision Plan attached thereto respectively as Exhibits "A" and "B" is ratified, confirmed and redeclared.

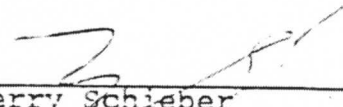
Dated: October 26, 1993


WITNESSES:

GO FORWARD DEVELOPMENT PARTNERSHIP

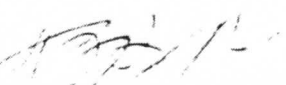
GFD Partner, Inc., a Michigan Corporation

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

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

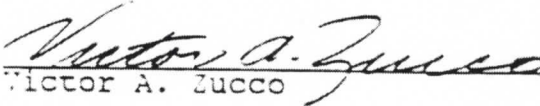
  
\_\_\_\_\_  
Cindy A. Rocz

Its: President

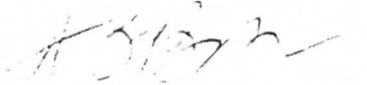
  
\_\_\_\_\_  
A. S. Bond

VMZ-II, INC., a Michigan Corporation

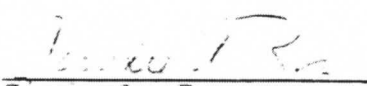
  
\_\_\_\_\_  
Cindy A. Rocz


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

Its: President

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

G & J R, INC., a Michigan Corporation

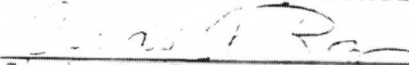
  
\_\_\_\_\_  
Cindy A. Rocz

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 49615

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  
 GOVERNMENT  
 ROAD 2, SPANNEY CREEK ROAD  
 BELLAIR, MICHIGAN 49815

SURVEYOR  
 AS H. DE YOUNG  
 LIC ED LAND SURVEYOR # 20705  
 1101 BRIDGE STREET  
 CHARLEVOIX, MICHIGAN 49720

SHEET INDEX

- \* 1. TITLE SHEET
- \* 2. SURVEY PLAN
- \* 3. SITE, UTIL, UTILTY,  
 AND ELOOD PLAIN PLAN

THE VILLAGE, ITS SHOWN IN THE  
 SHEET INDEX, TOGETHER WITH THE  
 OR ARE THE SHEETS WHICH ARE  
 REVEALED BY THE DATED OF 1992, 1993,  
 THE SE SHEETS, WITH THE  
 SUBMISSION ARE TO BE ACT UPON  
 SUPPLEMENTAL SHEETS TO THOSE  
 PREVIOUSLY RELEASED

NORTH SCHUSS VILLAGE

PROPERTY DESCRIPTION

In the Township of Custer, Antrim County, Michigan, Beginning a  
 Northwest corner of Section 3, Town 29 North, Range 7 West, thence  
 199°13'30" West 110.27 feet, thence North 21°36'30" West 45.49 feet, thence  
 18°21'40" West 42.08 feet, thence South 70°43'42" West 105.11 feet, thence  
 24°07'24" West 129.40 feet, thence South 49°17'41" East 120.29 feet, thence  
 35°38'41" East 43.65 feet, thence South 7°00'00" East 60.15 feet, thence  
 2°51'32" East 139.47 feet, thence South 15°12'17" East 143.42 feet, thence  
 61°08'00" East 175.00 feet, thence South 32°46'02" East 59.42 feet, thence  
 curve to the left 128.27 feet (radius of said curve is 95.65 feet, long  
 chord S71°01'11"E 110.47 feet), thence North 70°33'32" East 41.80 feet, thence  
 North 19°26'24" West 40.00 feet, thence on a curve to the left 20.51 feet to  
 of said curve is 31.26 feet, long chord bears N09°26'19" S 40.44 feet), thence  
 North 07°06'58" East 47.17 feet, thence North 50°13'06" West 39.25 feet, thence  
 a curve to the right 71.00 feet (radius of said curve is 99.68 feet, long  
 chord N25°40'03"W 69.00 feet), thence North 69°49'54" West 35.00 feet, thence  
 North 59°11'31" East 225.60 feet to the shore of the Cedar River, thence  
 16°00'00" West along said river 200.00 feet to the North line of Section 2,  
 R2W, thence North 69°41'18" West along said section line 456.95 feet to the  
 of beginning, being a part of Section 2 and 3, Town 29 North, Range 7  
 including all land hereby to the water's edge of the Cedar River, and said  
 7.96 acres, more or less.

ALL IN THE TOWNSHIP OF KEARNEY, ANTRIM COUNTY, MICHIGAN, Beginning at the Southwest corner of Section 15, Town 29 North, Range 7  
 thence North 07°05'18" West along the West line of said section 605.55 feet to  
 shore of the Cedar River, thence South 49°09'00" East along said river  
 feet, thence South 69°00'00" East along said river 169.00 feet, thence  
 47°00'00" East along said river 230.00 feet, thence South 06°00'00" East along  
 river 280.00 feet to the South line of said section, thence North 89°49'18"  
 456.95 feet to the point of beginning, being a part of the SW 1/4 of the S  
 of Section 15, Town 29 North, Range 7 West, including all land hereby  
 hereby to the water's edge of the Cedar River, and containing 9.45 acres,  
 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

CURVE DATA

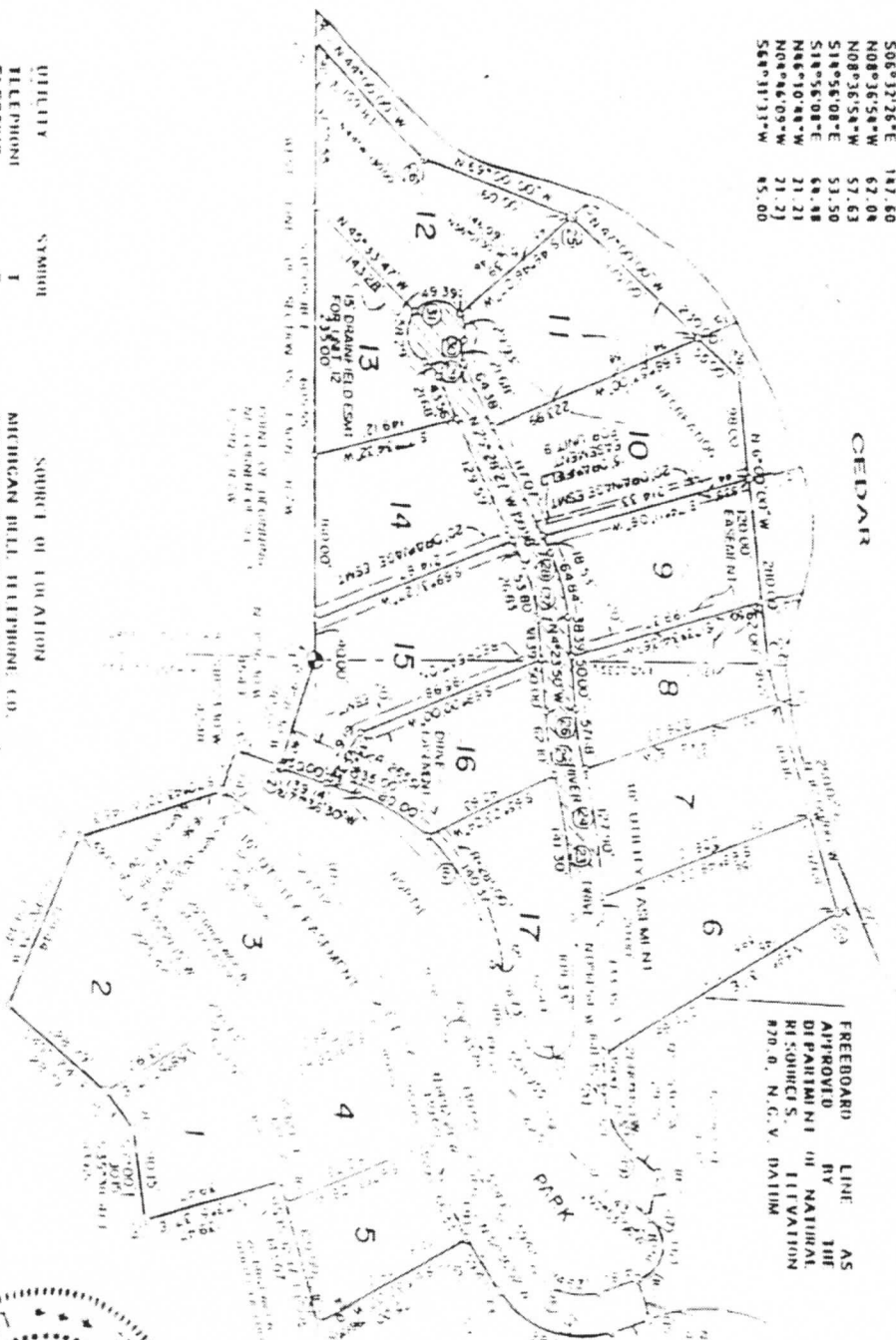
RADIUS	ARC	CHORD
33.76	70.51	58.03
45.65	128.37	118.87
55.63	78.63	69.16
205.00	66.33	66.08
165.00	53.89	53.26
4000.00	337.17	327.23
2000.00	220.37	209.39
12.27	36.06	28.42
188.00	91.73	90.78
228.00	83.74	83.67
590.00	187.57	187.22
80.68	21.30	69.00
25.00	67.89	47.85
683.38	181.31	181.02
673.38	187.90	187.60
87	62.10	62.04
186.26	57.68	57.63
176.26	53.80	53.50
30.00	68.88	68.88
30.00	21.68	21.21
137.61	54.91	45.00

SET, UTIL, UTILITY, AND 11,000 PLANS PLAIN OF NORTH SCISS VILLAGE

DATE: FEBRUARY 20, 1990  
(APPROVED)



FREEDBOARD LINE AS APPROVED BY THE DISTRICT ENGINEER IN NATURAL SURFACE ELEVATION RFD. N.C.V. DATUM



ADJACENT POINTS

NORTH	EAST
3000.00	3000.00
2895.93	2963.54
2910.28	2920.37
2889.97	2906.97
2871.99	2769.81
2658.22	2686.47
2578.71	2798.10
2537	2819.58
2488	2885.28
2488.00	2868.89
2389.98	3007.02
2413.49	3155.81
2383.43	3187.87
2388.77	3100.28
2358.68	3139.65
2386.80	3376.38
2853.57	3336.26
2500.38	3382.10
3068.20	3408.95
2581.39	3289.24
2616.39	3289.09
2757.58	3255.86
2797.91	3456.95
3276.38	3477.68
3813.24	3259.47
3890.58	3110.10
3605.55	2995.07

UTILITY SYMBOL SOURCE OF INFORMATION  
 TELEPHONE T MICHIGAN HILL TELEPHONE CO.  
 ELECTRIC E CONSUMERS POWER COMPANY  
 WATER W SCISS VILLAGE WATER AND SEWER ASSOC.  
 SANITARY SEWER S SCISS VILLAGE WATER AND SEWER ASSOC.  
 NOTE: THERE IS NO STORM SEWER SERVING THIS PROJECT.  
 PLANS FOR UTILITY LINES ARE NOT COMPLETE AT THIS TIME.  
 \*AS BUILT\* PLANS WILL SHOW THEM.



NOTE: UNIT OVERLAP LINES OF UNIT EXTEND TO THE WATER'S END OF THE BRACKING AND IN RELATION WITH THE FOURTH END OF THE RECORDED PLAT OF "MICHIGAN" RECORDED IN VOLUME 2, OF PLATS, PAGE 158. COORDINATES AND ALL ARE APPROVED BY

REVISED OCT. 20, 1993

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

THIRD AMENDMENT TO MASTER DEED

94 APR 15 PM 3:44

NORTH SCHUSS VILLAGE CONDOMINIUM

*Jennifer A. Spindler*  
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 390, 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

12/1/94

27170

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

26 APR 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

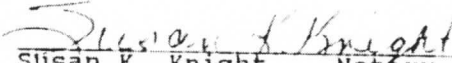
STATE OF MICHIGAN COUNTY OF ANTRIM

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

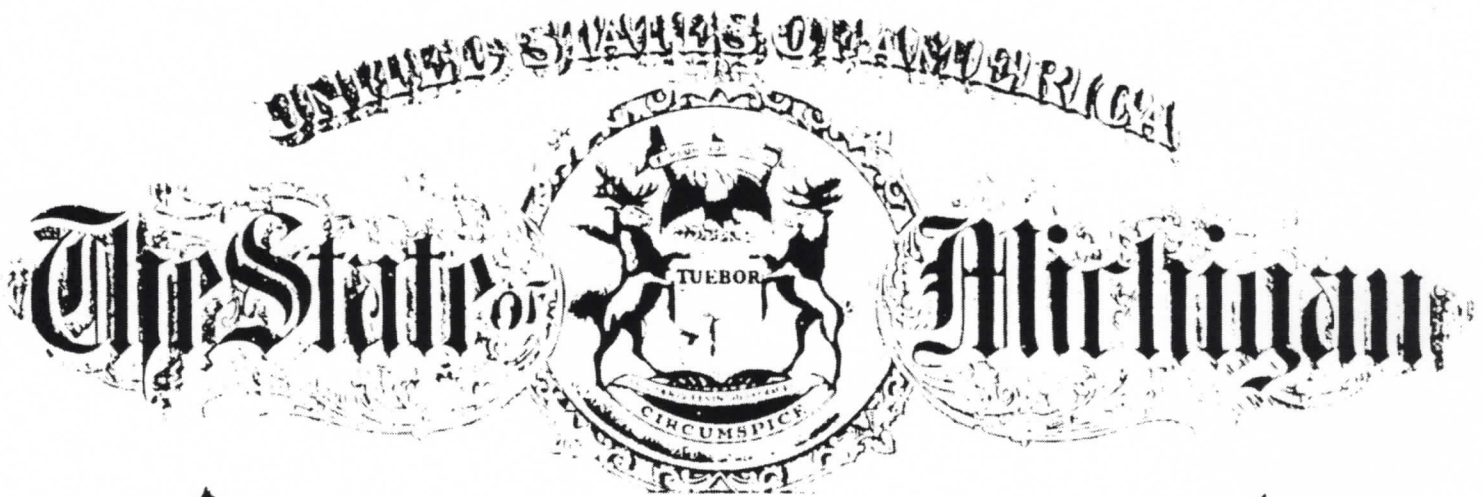
On this 8<sup>th</sup> day of April, 1994, before me appeared TERRY SCHIEBER,  
President of GFD Partner, Inc., a Michigan corporation, Victor A. Zucco,  
President of VMZII, Inc., a Michigan Corporation, and H. Grant Rowe,  
President of G & JR, Inc. a Michigan Corporation being all the partners of  
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, 19 92

in conformity with Act 162, 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, 19 92*

A handwritten signature in cursive script, reading "Carl L. Jones".

CORPORATION AND SECURITIES DIVISION

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 (stock or nonstock) basis.

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**

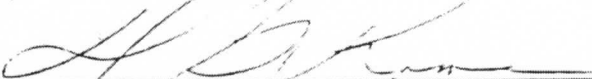
The term of corporate existence is perpetual.

**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**

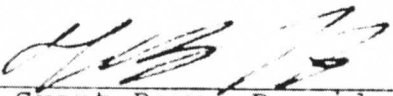
Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as to the date of termination and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred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