

LIBER 312 PAGE 135

DECLARATION OF COVENANTS
FOR USE PERIOD INTERESTS

ANTRIM COUNTY
MICHIGAN
RECEIVED FOR RECORD

DEC 31 11 13 AM '86

UNIT NO. 8 TIMBER RIDGE CONDOMINIUM

WATER COUNTY
REGISTER OF DEEDS

THIS DECLARATION, is made this 30th day of December, 1986, by APFEL-ROWE, INC., a Michigan corporation, of Hilton Shanty Creek, Bellaire, Michigan 49615 ("hereinafter called "Declarant").

W I T N E S S E T H :

WHEREAS, DECLARANT is the owner of certain real property described as Unit No. 8 Timber Ridge Condominium, a condominium according to the Master Deed thereof, recorded in Liber 289, Pages 808 through 837, Antrim County Records, also designated as Antrim County Condominium Subdivision Plan No. 22, with rights in general common elements and limited common elements as set forth in said Master Deed and pursuant to Act 59 of the Public Acts of Michigan of 1978, as amended; and

WHEREAS, Declarant proposes to convey undivided interests in common in the real property referred to above, providing in each deed that the grantee shall have the exclusive right to occupy said real property during one or more of the Use Periods set forth in Exhibit "A" hereto, and reserving to Declarant and its successors the exclusive right to occupy the said real property during all other Use Periods set forth in Exhibit "A" hereto, and, for that purpose, has designated 4 Use Periods as more particularly described on Exhibit "A" hereto; and

WHEREAS, by this Declaration, Declarant intends to establish a common plan for the use, enjoyment, repair, maintenance, restoration, remodeling and improvement of said real property and the interests therein so conveyed or reserved, and the payment of taxes, assessments and other expenses pertaining thereto.

NOW, THEREFORE, Declarant declares that said real property is and shall hereafter be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared to be in furtherance of a plan established for the purpose of enhancing the value, desirability and enjoyment of the said real property and the interests so to be conveyed or reserved, all of which limitations, restrictions, covenants and conditions shall run with the land and inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein.

I. DEFINITIONS

(A) "Declarant" shall mean APFEL-ROWE, INC., a Michigan corporation, or any successor in interest thereto by merger or by express assignment of the rights of DECLARANT hereunder by instrument executed by DECLARANT and recorded in the office of the Antrim County Register of Deeds.

(B) "Unit" shall mean the real property hereinbefore described, to wit: Unit No. 8, of Timber Ridge Condominium including any appurtenances thereto.

(C) "Use Period" shall mean one of the Use Periods designated on Exhibit "A" hereto, being a period or periods of time established for the exclusive use of the Unit by and Owner.

(E) "Service Period" shall mean one of the Service Periods designated on Exhibit "A" hereto which shall be utilized only as set forth in this Declaration. The three-hour period between the end of each Use Period and the commencement of the succeeding Use period shall also be deemed to be a Service Period.

(F) "Owner" shall mean and include (1) the grantee or grantees named in each deed to a Use Period Interest, (2) Declarant with respect to any Use Period Interest not conveyed, and (3) the lawful successors in interest to the foregoing.

(G) "Common Furnishings" shall mean furniture and furnishings for the Unit or other personal property from time to time owned or held for use in common by all Owners during their respective Use Periods.

(H) "Agent" shall mean any Agent appointed by the Owners as herein after provided. Whenever a reference in this Declaration to an Agent becomes applicable and no Agent is then serving, the act required of the Agent shall be carried out in accordance with the decision of a Majority in Interest of Owners by some person designated by such Majority.

(I) "Association" shall mean Timber Ridge Association, of which each Unit owner in Timber Ridge Condominium is required to be a member.

(J) "Majority in Interest of Owners" shall mean an Owner or Owners owning in the aggregate more than 50% of the undivided interests in the Unit. Such majority shall be evidenced by a writing or separate writings signed by Owners whose aggregate undivided interests (as designated in Exhibit "A" hereto) exceed 50% of all such interests.

(K) "Other Terms" Certain other terms herein used from time to time shall have the same meanings ascribed to them in the Condominium Documents for Timber Ridge Condominium, recorded as aforesaid and in the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

II. EXCLUSIVE USE AND OCCUPANCY

(A) Owner's Rights of Use. Each Owner shall have the exclusive right to use and occupy the Unit, including any rights and easements appurtenant thereto, during such of the Use Periods as are set forth in the deed to his interest and to authorize others so to do.

(B) Prohibited Acts.

(1) Occupancy Limited to Use Period. No Owner shall occupy the Unit, or exercise any other rights of ownership in respect of the Unit other than the rights herein provided to him, during any other Use Period unless expressly so authorized by the Owner entitled to occupy the Unit during such Use Period or during any Service Period except when acting through the Agent (or, if no Agent be appointed and acting, when acting with a Majority in Interest of Owners).

(2) Unit and Furnishing Modifications Forbidden. Except as otherwise provided in this Declaration, by direction of the Agent, by express consent of all Owners, or required to prevent damage or injury to persons or property in an emergency, no Owner shall make improvements, decorations or repairs to the Unit or the Common Furnishings or contract so to do or subject the Unit or the Common Furnishings to any liens for the making of improvements, decorations or repairs. No Owner shall create or permit to exist any nuisance in the Unit or commit waste with respect to the Unit or permit anything to be done or kept in the Unit which would increase the rate of insurance upon the Unit or the Common Furnishings.

(3) No Pets. No animals, including household pets, except one dog or one cat per Unit, shall be permitted in occupancy of the Unit.

(4) Number of Persons Limited. No more than six persons shall occupy the Unit overnight.

(C) Owner's Obligation to Maintain and Repair. Each Owner shall keep the Unit and all Common Furnishings in good condition and repair during his Use Period or Periods, vacate the Unit at the expiration of his Use Period or Periods, remove all persons and property therefrom (except Common Furnishings), leave the Unit in good and sanitary condition and

repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Agent or by a Majority in Interest of Owners. Only the Agent, or other person designated by a Majority in Interest of Owners shall have the right to occupy the Unit during any Service Period and only for the purpose of maintaining and repairing the Unit, or for such other purposes as the Agent may determine in accordance with Section III (A)(11) of this Declaration.

(D) Failure to Vacate Unit. Failure or refusal by an Owner or person authorized thereby to vacate the Unit in a timely manner shall subject the Owner to immediate ejection, eviction or removal from the immediate premises, without notice, to the extent lawfully possible. Such failure or refusal to vacate shall render the responsible Owner liable for all actual damages to the Agent or other Owner, as the case may be, incurred for costs of alternative accommodations, court costs, reasonable attorney's fees connected with ejection, eviction or removal and all other reasonably foreseeable expenses caused thereby. In addition to such actual damages, the responsible Owner shall be liable to the Owner entitled to use the Unit during such unlawful occupancy 25 times the daily fair rental value of such Unit for each day of unlawful occupancy. If a Unit is rendered uninhabitable because of the negligent or intentional action of an Owner or person authorized thereby and the uninhabitable period extends during a Use Period other than that of the Owner who is responsible, then such responsible Owner shall be liable as in the case of unauthorized occupancy for the time during such other Use Period that such Unit is uninhabitable.

III. MANAGEMENT

(A) Duties and Authorization of Agent. Management, maintenance and repair of the Unit, acquisition, maintenance, repair and replacement of Common Furnishings, and administration of the affairs of Owners with respect to the use and occupancy of the Unit and payment of expenses and costs enumerated in this Declaration, shall be under the direction and control of an Agent appointed by a Majority in Interest of Owners. The Agent so appointed is expressly authorized, in the Agent's discretion and on behalf of the Owners, to do any or all of the following to the extent not inconsistent with directions given by a Majority in Interest of Owners.

(1) Maintenance of Unit and Furnishings. To repair, maintain, repaint, remodel, furnish or refurnish the Unit or any part thereof; to establish reserves for anticipated costs, including the acquisition and replacement of Common Furnishings; and to acquire and pay for materials, supplies, furniture, furnishings, labor or services which the Agent deems necessary or proper for the maintenance and operation of the Unit. The Agent shall not, however, make any discretionary capital expenditure which exceeds available reserves by more than \$500,000 without the prior approval of a Majority in Interest of Owners.

(2) Taxes and Assessments. To pay all taxes and assessments, including Assessments by the Association, and other costs or charges affecting or relating to the Unit and to discharge, contest or protest liens or charges affecting the Unit.

(3) Utilities and Recreational Privileges. To obtain and pay the cost of recreational privileges and electrical, telephone, gas, cable television and other utility services for the Unit.

(4) Rules and Regulations. To adopt from time to time and enforce reasonable rules relating to the possession, use and enjoyment of the Unit by the Owners.

(5) Professional Services. To obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and operation of the Unit and the enforcement of this Declaration.

(6) Insurance. To obtain and pay the cost of and to settle, compromise and collect claims relative to: (i) insurance covering the Unit

and the Common Furnishings against loss or damage by fire and other hazards customarily covered by fire insurance policies written with extended coverage; (ii) public liability insurance, insuring against liability for personal injury or property damage resulting from an occurrence in, on or about the Unit; and (iii) any other insurance deemed necessary or desirable by the Agent or by a Majority in Interest of Owners. The policies of insurance shall cover such risks, be written by such insurers and in such amounts as the Agent shall deem proper.

(7) Voting. To exercise on behalf of the Owners of the voting rights and other membership rights of the Unit in the Association. If the notice or agenda for any regular or special meeting of the members of the Association is available within sufficient time, the Agent shall promptly notify each Owner of the items to be discussed and presented as such meeting as shown by the notice or agenda and request that each Owner indicate in writing to the Agent his preference as to the vote on items disclosed by the notice or agenda. The Agent shall vote in such manner as may be directed by a Majority in Interest of Owners or, in the absence of direction from a Majority in Interest of Owners, shall vote as the Agent deems to be in the best interest of the Owners. Each Owner authorizes the Agent to act for him at any such meeting and, for this purpose, shall deliver to the Agent a proxy authorizing the Agent to act for such Owner at any such meeting whenever requested so to do.

(8) Necessities and Emergencies. To do all other acts or things necessary or appropriate to the ordinary and necessary operation and maintenance of the Unit or to preserve and protect the Unit in the event of any emergency, including entry into the Unit without notice during any Use Period for such purposes.

(9) Delegation. To delegate the authority and responsibilities of Agent hereunder to one or more sub-agents for such periods and upon such terms as the Agent deems proper.

(10) Collection of Assessments from Owners. To collect, either in advance of disbursement or following disbursement if the Agent advances sums in payment of any of the foregoing, each Owner's share of the aforesaid costs and any other amounts properly expended by the Agent; to estimate any such expenditure in advance, and to bill the Owners accordingly; and to take proper steps to enforce any Owner's obligations hereunder.

(11) Utilization During Service Periods. The Agent shall have exclusive possession of the Unit during all Service Periods for purposes of carrying out its responsibilities and obligations imposed hereunder and under the Agency Agreement. Agent may also, during such Service Periods as are not required to be used for maintenance, repair or performance of other physical activity required hereunder with respect to the Unit, make the Unit available for use by Owners on some equitable and fair rotational basis in accordance with rules and regulations adopted by Agent and published in advance to all Owners. Agent may also, during such unrequired Service Periods, rent the Unit for the benefit of all Owners on such terms as it deems appropriate to owners or to any other persons. Agent shall not use the Unit for any purposes other than for the benefit of the Owners, however, and shall use the three-hour Service Period between the end of each Use Period and the commencement of the succeeding Use Period only for maintenance, repair and upkeep of the Unit.

(B) Appointment of Agent as Attorney-in-Fact. To the extent necessary to effectuate the foregoing provisions of this Article III, Owner irrevocably appoints Agent as his attorney-in-fact, which power of attorney shall be deemed to be coupled with an interest.

IV. UNIT EXPENSES

(A) Each Owner shall pay:

(1) Personal Charges. The cost of long distance telephone charges or telephone message unit charges. firewood. cleaning and

housekeeping service or other special services allocable to the occupancy of the Unit during such Owner's Use Period or Periods, the cost to repair any damage to the Unit or to repair or replace any property contained therein on account of loss or damage occurring during his Use Period or Periods, and the cost to satisfy any expense to any of the other Owners due to any intentional or negligent act or omission of such Owner, his family, guests, invitees, tenants or lessees or resulting from his breach of any provision of this Declaration.

(2) Common Charges.

(a) Specific Expenses. A share of the following costs and expenses which bears the same relationship to the whole as such Owner's undivided ownership interest in the Unit bears to the entire ownership; (a) real property taxes and similar assessments or charges; (b) insurance premiums for fire and extended coverage insurance and other casualty insurance from time to time payable; (c) basic telephone charges and cost of utility services, recreational privileges and other standard services; (d) cost of ordinary repair, maintenance and replacement of the Unit and acquisition, repair, replacement and maintenance of the Common Furnishings; (e) premiums for liability insurance; (f) the Agent's reimbursable administrative expenses and other costs and expenses herein authorized to be paid and not otherwise allocated; (g) Association assessments chargeable against the Unit; and (h) amounts necessary to establish adequate and proper reserves for all of the foregoing items; (i) amounts due in common by the Owners with respect to the Unit as are payable to any entity which operates a vacation exchange program with which the Unit may be affiliated from time to time; and

(b) Agent's Compensation and Other Expenses. Other costs and expenses elsewhere herein provided to be paid, including the Agent's compensation.

(c) Declarant's Exemption from Common Charges. Declarant shall be exempt from contribution to (a) reserves for deferred maintenance and replacement of Common Furnishings; (b) the annual clean-up fee; (c) general maintenance expense and (d) any portion of the Agent's compensation with respect to any Time Interest owned by it except during such time as it occupies or permits someone to occupy the Unit during a Use Period which it has the right to occupy. Further, Declarant shall be responsible for payment of its proportionate share of real property taxes and insurance premiums only when the same shall actually become due. The foregoing exemptions shall not operate to increase the Percentage Interest share of any Time Interest Owner in the expenses for the Unit as budgeted.

(B) Payment of Expenses by Agent. All such payments shall be made through the Agent unless the Agent or a Majority in Interest of Owners otherwise directs. The Agent shall be under no obligation to, but may in its discretion, advance sums required to pay the obligations of any one or more of the Owners or to make the aforesaid payments or incur obligations within the Agent's authority, notwithstanding the failure of any one or more of the Owners to provide funds therefor.

(C) Estimate of Expenses by Agent; Payment by Owners. The Agent may in its discretion estimate the amounts to be paid by each Owner in advance and provide procedures for the payment thereof, in equal periodic installments or otherwise, and may require additional or supplemental payments of amounts properly payable by the Owners in addition to any such estimated payments and may include in any such estimated or supplemental payments provision for payment of the Agent's compensation. Each Owner shall pay to the Agent, within 10 days after receipt of a statement therefor, the amount of any costs payable by the Owner hereunder including estimated costs and amounts required to establish and maintain reserves authorized hereunder.

(D) Responsibilities of Agent. The Agent shall not be responsible for the acts or conduct of any of the Owners or for the breach of any of the obligations of any of the Owners hereunder. The Agent shall not be

liable to any Owner in the absence of bad faith or negligence but shall hold the Owners harmless from and against any and all claims, expenses, liabilities, demands, causes of action, awards or judgments rendered against the Agent or the Owners arising out of or in connection with the negligent conduct of the Agent, its officers, employees or sub-agents.

V. THE AGENT

(A) Term. Each Agent shall serve during such period as may be determined by a Majority in Interest of Owners. The appointment of each Agent shall be evidenced by a written agreement executed by a Majority in Interest of Owners and by the Successor Agent. During any period when no Agent is acting, a Majority in Interest of Owners shall have all of the rights herein conferred upon the Agent.

(B) Compensation. The Agent shall be entitled to reasonable compensation from each Owner for its services as Agent and to reimbursement for the reasonable and necessary administrative costs of discharging its obligations hereunder including properly allocable salaries of administrative, secretarial and other personnel employed at the site.

VI. SEPARATE MORTGAGES

Each Owner shall have the right to mortgage or otherwise encumber his Time Interest. No Owner shall attempt to mortgage or otherwise encumber in any manner whatsoever the entire Unit or any part thereof except his Time Interest nor shall any Owner have the right or authority so to do. Any mortgage deed of trust or other encumbrance of any Time Interest shall be subordinate to all of the provisions of this Declaration and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

VII. WAIVER OF PARTITION

No Owner or other person or entity acquiring any right, title or interest in the Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of this Declaration. If, however, any Time Interest shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial partition of the Time Interest or sale of the Time Interest in lieu of partition as between such co-tenants or joint tenants.

VIII. ESTABLISHING OF TIME INTERESTS

Any Time Interest conveyed by Declarant, and any Time Interest from time to time retained by Declarant, shall consist of the right exclusively to occupy the Unit, and rights and easements appurtenant thereto, during one or more Use Periods as herein provided. Once a Time Interest has been established by the execution and recording of a Deed from Declarant thereto, no Owner shall subsequently sell, convey, hypothecate or encumber less than all of his interest in any Time Interest as set forth in such Deed from Declarant; and any sale, conveyance, hypothecation or encumbrance by any Owner of less than all of his interest in a Time Interest as set forth in such Deed from Declarant shall be null, void and of no effect.

IX. DAMAGE OR DESTRUCTION

(A) Repair. In the event of any damage or destruction to the Unit or the Common Furnishings, except as otherwise provided in this Declaration, the Agent shall forthwith cause such damage to be repaired and shall so apply any available insurance proceeds. If the damage is not covered by insurance, or if the available insurance proceeds are insufficient, the Agent shall assess and the Owners shall pay the cost thereof or deficiency in proportion to their undivided ownership interest in the Unit unless the damage was caused by the intentional or negligent

act or omission of any Owner, his family, guests, invitees or lessees, in which event the cost of repair or deficiency shall be paid by such Owner.

(B) Distribution of Excess Insurance Proceeds. Any amounts allocable to the Unit and Payable to the Owners as the result of any excess of insurance proceeds over the cost of repair or restoration of the Unit or the Common Furnishings or any part thereof shall be distributed to the Owners in proportion to their respective undivided ownership interest in the Unit.

X. ENFORCEMENT OF RESTRICTIONS

(A) By Agent or Owners. In the event that any Owner should fail to comply with any of the provisions of this Declaration, the Agent or any other Owner or Owners may bring action for damages, or to enjoin the violation or specifically enforce the provisions of this Declaration, or to enforce the lien provided herein, including foreclosure of any such lien and the appointment of a receiver for any Owner to take possession of the Time Interest of any Owner. In any such legal proceeding, the prevailing party shall be entitled to costs and reasonable attorneys' fees. All sums payable hereunder by any Owner shall bear interest at 7% per annum from the due date, or if advanced or incurred by any other Owner or by the Agent as provided herein to be repaid, from 10 days after repayment is requested. Also, in the event of any delinquency in payment of sums due by an Owner, the Owner shall not be entitled to vote along with other owners of the Unit. In such event, Agent may also, in its discretion, discontinue furnishings of any utilities or other services to such defaulting Owner.

(B) Remedies. The aforesaid remedies shall be cumulative and in addition to all other remedies which may be available by law or in equity; provided, however, that no breach of any provision hereof by any Owner or by Agent or failure of any Owner or Agent to comply with any provision hereof shall permit or empower any other Owner to terminate any such provision or excuse any such breach or failure, and each Owner shall continue to perform and comply with and hold his Time Interest subject to all of the provisions of this Declaration notwithstanding any such breach or failure.

XI. LIEN ON INTERESTS

Each Owner shall have a lien, in the nature of a mortgage with private power of sale, on the interest of each other Owner in the Unit and Common Furnishings as security for the prompt and faithful performance by such other Owner of the obligations under this Declaration and payment of costs of enforcement and reasonable attorneys' fees; provided, however, that as against any transferee or mortgage of an Owner's interest acquiring all or any interest in such Owner's interest by deed or mortgage given by such Owner for valuable consideration and accepted by the transferee or mortgagee without notice of default in the payment or performance secured, no such lien shall be effective to secure any past due payment or performance in default at the time of recording such deed or mortgage except to the extent that notice of default in the payment or performance has been given at the time of recording such deed or mortgage by the prior recording of a notice of lien recorded within the immediately preceding 12 calendar months in the Office of the Antrim County Register of Deeds, which notice of lien describes the Time Interest affected and sets forth the name of the record Owner thereof and recites that the particular payment or performance is or may be in default. The lien herein created may be enforced by sale by any Owner, or by the Agent, as agent and attorney-in-fact for any Owner or Owners, and the delinquent Owner's interest in the Unit and Common Furnishings may be sold at a sale conducted in accordance with the provisions of Michigan law relating to sale of real estate pursuant to foreclosure by advertisement or by action. Any purchaser at any foreclosure sale shall obtain title subject to the provisions of this Declaration. Either the Agent or any Owner or Owners may bid at the foreclosure sale and may hold, lease, mortgage or convey any interest in the Unit or Common Furnishings acquired at such sale. The aforesaid lien and right of foreclosure shall be in addition to and not

in substitution for all other rights and remedies which the Owners or Agent may have hereunder. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Unit, shall be deemed to have authorized and empowered the Agent or other Owner to sell or to cause to be sold the Time Interest with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner of a Time Interest acknowledges that at the time of acquiring title to such Time Interest, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by any appropriate party to foreclose by advertisement the lien for nonpayment of assessments and hearing on the same prior to the sale of the subject Time Interest. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Time Interest is or are delinquent and that said appropriate party may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an appropriate person or party that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and further assessments), (iv) the legal description of the subject Time Interest(s), and (v) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in Antrim County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, any remedial action may be taken as may be available hereunder or under Michigan law. In the event an election is made to foreclose the lien by advertisement, the notice shall be given to the delinquent Owner informing him that he may request a judicial hearing by bringing suit against the parties seeking relief hereunder. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by such party to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Time Interest.

XII. PROTECTION OF INTERESTS

(A) Claims Against Interest in Unit and Furnishings. No Owner shall permit his interest in the Unit or Common Furnishings to be subject to any lien (other than the liens of current real property taxes and special tax assessments), claim or charge, the enforcement of which may result in a sale or threatened sale of the interest of any other Owner in the Unit or Common Furnishings or any part of any thereof, or in any interference with the use or enjoyment thereof by any other Owner; and in the event that the sale of the entire Unit or Common Furnishings or the interest of any Owner or any part thereof, or the use and enjoyment of any thereof by any Owner be threatened by reason of any lien, claim or charge against the interest of any other Owner, or proceedings be instituted to effect any such sale or interference, any Owner or Owners acting on his or their own behalf or through the Agent, or the Agent acting on behalf of any one or more Owners, unless promptly indemnified to his or their satisfaction, may, but shall not be required to pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in that event, the Owner whose interest was subjected to such lien, claim or charge shall forthwith repay the amount so paid or expended to the Owner or Owners or Agent, whomsoever shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or they may have incurred.

(B) Claims Against Funds in Hands of Agent. No Owner shall permit his interest in any funds from time to time in the possession of the Agent to be subjected to any attachment, lien, claim or charge or other legal process and each shall promptly restore any funds held by the Agent in respect of his Time Interest to the extent depleted by reason of the assertion of any such attachment, lien, claim, charge or other legal process and reimburse the Agent for all reasonable attorneys' fees or other costs incurred in respect thereof.

XIII. EXISTING RESTRICTIONS

Each Owner shall comply with, and hold his Time Interest subject to this Declaration and also subject to the provisions of a certain Master Deed of Timber Ridge Condominium and its exhibits, as amended, affecting Timber Ridge Condominium, of which the Unit is a part. Likewise each Time Interest shall be subject to and benefitted by certain Grants of Rights Appurtenant respectively recorded in Liber 234, Pages 1054 through 1058, Liber 234, Pages 1059 through 1063 and Liber 261, Pages 492 through 495, Antrim County Records as amended and modified by agreements recorded in (i) Liber 292, Pages 560 through 568, and (ii) Liber 292, Pages 577 through 579 Antrim County Records, provided, however, the privilege of using the golf course and ski lifts at one-half the price charged to others as set forth in said Grants of Rights Appurtenant shall not be extended to Owners of Time Interests.

XIV. TERMINATION

This Declaration shall terminate and be of no further force and effect upon the expiration of 28 years from the date of execution hereof.

XV. NOTICES

Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally or when deposited in the United States mail addressed to any Owner at the last address such Owner designates to the Agent for delivery of notices or, in the event of no such designation, at such Owner's last known address or, if there be none, to the address of the Unit.

XVI. SEVERABILITY

If any provision of this Declaration shall be held invalid, it shall not affect the validity of the remainder of this Declaration.

XVII. SUCCESSORS

The provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in the Unit or any part thereof and shall be for the benefit of each Owner and his heirs, successors and assigns. Each Owner (including Declarant) shall be fully discharged and relieved of liability on the covenants hereunder insofar as the same relate to each Time Interest upon ceasing to own any interest therein any paying all sums and performing all obligations hereunder in respect of such Time Interest to the time his ownership interest terminated.

XVIII. NO EXEMPTION

No Owner may exempt himself from liability for any obligations set forth herein by any waiver of the use or enjoyment of the Unit or by any other action.

XIX. NO WAIVER

The failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision thereafter.

XX. INTERPRETATION

The section titles at the beginning of each numbered section or subsection of this Declaration are for convenience only and the words contained therein shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Declaration. As used herein, the singular shall include the plural and the masculine or neuter gender shall include the other genders.

XXI. AMENDMENT

This Declaration may be amended or extended beyond its 28 year expiration date by written instrument executed by Owners holding of record 75% or more of the undivided interest in the Unit; provided, however, that no such amendment may affect or alter the right of any Owner exclusively to occupy the Unit and the rights and easements appurtenant thereto, during such Owner's established Use Period or Periods or the shares of Unit expenses to be borne by such Owner unless such Owner shall expressly so consent. Subject to the foregoing provision, any amendment shall be binding upon every Owner and every Time Interest whether the burdens thereon are increased or decreased.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date and year first above set forth.

WITNESSES:

Michele R. Fortuna
Michele R. Fortuna
Arthur S. Bond, Jr.
Arthur S. Bond, Jr.

APFEL-ROWE, INC., a Michigan Corporation

By:

H. Grant Rowe
H. Grant Rowe

Its: President

STATE OF MICHIGAN)
: ss.
COUNTY OF ANTRIM)

The foregoing instrument was acknowledged before me this 30th day of December, 1986 by H. GRANT ROWE, President of APFEL-ROWE, INC., a Michigan Corporation on behalf of the corporation.

My Commission Expires: 3-2-88

Michele R. Schultz
Michele R. Schultz, Notary Public
Antrim County, Michigan

This Instrument Drafted By:
Arthur S. Bond, Jr.
Hilton Shanty Creek
Bellaire, Michigan 49615

EXHIBIT "A" TO DECLARATION OF COVENANTS FOR
USE PERIOD INTERESTS FOR
TIMBER RIDGE CONDOMINIUM UNIT NO. 8

USE PERIOD DESIGNATIONS

USE PERIOD NO.1: Undivided Ownership Interest Percentage: 25%

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47, and 51.
2. Years 1988, 1992, 1996, 2000, 2004, 2008, and 2012: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 31, 32, 36, 40, 44, and 50.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 29, 30, 35, 39, 43, and 49.
4. Years 1990, 1994, 1998, 2002, 2006, 2010, and 2014: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 27, 28, 34, 38, 42, 48, and 52.

USE PERIOD NO. 2: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 27, 28, 34, 38, 42, 48 and 52.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47 and 51.
3. Years 1989, 1993, 1997, 2001, 2005, 2009 and 2013: Weeks designated below as Weeks 4, 8, 12, 16, 20, 24, 31, 32, 36, 40, 44 and 50.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks 3, 7, 11, 15, 19, 23, 29, 30, 35, 39, 43, and 49.

USE PERIOD NO. 3: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 29, 30, 35, 39, 43, and 49.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 27, 28, 34, 38, 42, 48, and 52.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47 and 51.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 31, 32, 36, 40, 44 and 50.

USE PERIOD NO. 4: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 31, 32, 36, 40, 44 and 50.
2. Years 1988, 1992, 1996, 2000, 2004, 2008, and 2012: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 29, 30, 35, 39, 43 and 49.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 27, 28, 34, 38, 42, 48, and 52.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47, and 51.

SERVICE PERIODS: In all years: Weeks designated below as Weeks 45 and 46.

WEEK DESIGNATIONS

Week No Week Designation

- 1 Commencing on the First Sunday of each year and terminating on the next following Sunday.
- 2 Commencing each year on the Sunday upon which Week 1 ends and terminating the next following Sunday.
- 3 Commencing each year on the Sunday upon which Week 2 ends and terminating the next following Sunday.
- 4 Commencing each year on the Sunday upon which Week 3 ends and terminating the next following Sunday.
- 5 Commencing each year on the Sunday upon which Week 4 ends and terminating the next following Sunday.
- 6 Commencing each year on the Sunday upon which Week 5 ends and terminating the next following Sunday.
- 7 Commencing each year on the Sunday upon which Week 6 ends and terminating the next following Sunday.
- 8 Commencing each year on the Sunday upon which Week 7 ends and terminating the next following Sunday.
- 9 Commencing each year on the Sunday upon which Week 8 ends and terminating the next following Sunday.
- 10 Commencing each year on the Sunday upon which Week 9 ends and terminating the next following Sunday.
- 11 Commencing each year on the Sunday upon which Week 10 ends and terminating the next following Sunday.
- 12 Commencing each year on the Sunday upon which Week 11 ends and terminating the next following Sunday.
- 13 Commencing each year on the Sunday upon which Week 12 ends and terminating the next following Sunday.
- 14 Commencing each year on the Sunday upon which Week 13 ends and terminating the next following Sunday.
- 15 Commencing each year on the Sunday upon which Week 14 ends and terminating the next following Sunday.
- 16 Commencing each year on the Sunday upon which Week 15 ends and terminating the next following Sunday.
- 17 Commencing each year on the Sunday upon which Week 16 ends and terminating the next following Sunday.
- 18 Commencing each year on the Sunday upon which Week 17 ends and terminating the next following Sunday.
- 19 Commencing each year on the Sunday upon which Week 18 ends and terminating the next following Sunday.
- 20 Commencing each year on the Sunday upon which Week 19 ends and terminating the next following Sunday.
- 21 Commencing each year on the Sunday upon which Week 20 ends and terminating the next following Sunday.

- 22 Commencing each year on the Sunday upon which Week 21 ends and terminating the next following Sunday.
- 23 Commencing each year on the Sunday upon which Week 22 ends and terminating the next following Sunday.
- 24 Commencing each year on the Sunday upon which Week 23 ends and terminating the next following Sunday.
- 25 Commencing each year on the Sunday upon which Week 24 ends and terminating the next following Sunday.
- 26 Commencing each year on the Sunday upon which Week 25 ends and terminating the next following Sunday.
- 27 Commencing each year on the Sunday upon which Week 26 ends and terminating the next following Sunday.
- 28 Commencing each year on the Sunday upon which Week 27 ends and terminating the next following Sunday.
- 29 Commencing each year on the Sunday upon which Week 28 ends and terminating the next following Sunday.
- 30 Commencing each year on the Sunday upon which Week 29 ends and terminating the next following Sunday.
- 31 Commencing each year on the Sunday upon which Week 30 ends and terminating the next following Sunday.
- 32 Commencing each year on the Sunday upon which Week 31 ends and terminating the next following Sunday.
- 33 Commencing each year on the Sunday upon which Week 32 ends and terminating the next following Sunday.
- 34 Commencing each year on the Sunday upon which Week 33 ends and terminating the next following Sunday.
- 35 Commencing each year on the Sunday upon which Week 34 ends and terminating the next following Sunday.
- 36 Commencing each year on the Sunday upon which Week 35 ends and terminating the next following Sunday.
- 37 Commencing each year on the Sunday upon which Week 36 ends and terminating the next following Sunday.
- 38 Commencing each year on the Sunday upon which Week 37 ends and terminating the next following Sunday.
- 39 Commencing each year on the Sunday upon which Week 38 ends and terminating the next following Sunday.
- 40 Commencing each year on the Sunday upon which Week 39 ends and terminating the next following Sunday.
- 41 Commencing each year on the Sunday upon which Week 40 ends and terminating the next following Sunday.
- 42 Commencing each year on the Sunday upon which Week 41 ends and terminating the next following Sunday.
- 43 Commencing each year on the Sunday upon which Week 42 ends and terminating the next following Sunday.
- 44 Commencing each year on the Sunday upon which Week 43 ends and terminating the next following Sunday.

- 45 Commencing each year on the Sunday upon which Week 44 ends and terminating the next following Sunday.
- 46 Commencing each year on the Sunday upon which Week 45 ends and terminating the next following Sunday.
- 47 Commencing each year on the Sunday upon which Week 46 ends and terminating the next following Sunday.
- 48 Commencing each year on the Sunday upon which Week 47 ends and terminating the next following Sunday.
- 49 Commencing each year on the Sunday upon which Week 48 ends and terminating the next following Sunday.
- 50 Commencing each year on the Sunday upon which Week 49 ends and terminating the next following Sunday.
- 51 Commencing each year on the Sunday upon which Week 50 ends and terminating the next following Sunday.
- 52 ** Commencing each year on the Sunday upon which Week 51 ends and terminating the Sunday upon which Use Period 1 commences.

*All periods shall commence at 3:00 p.m. on the first day of each week and shall terminate at 12:00 noon on the last day of each week.

**Because the calendar year does not divide evenly into weeks, Use Period 52 will in certain years have two weeks in it.



FIRST
AMENDMENT TO
DECLARATION OF COVENANTS
FOR USE PERIOD INTERESTS
UNIT NO. 8 TIMBER RIDGE CONDOMINIUMS

2-5-8

This Amendment to Declaration of Covenants for Use Period Interests ("this Agreement") made this 12th day of February, 1987 by APFEL-ROWE, INC., a Michigan Corporation of Shanty Creek, Bellaire, Michigan ("the Declarant").

WHEREAS, Declarant is the sole owner of said Unit No. 8, Timber Ridge Condominiums; and,

WHEREAS, Declarant recorded in Liber 312, Pages 1135 through 1148, Antrim County Records, a certain Declaration of Covenants for Use Period Interests ("the Declaration"); and,

WHEREAS, Declarant wishes to amend Exhibit "A" to the Declaration; and,

NOW THEREFORE, Declarant declares that Page 1 of Exhibit "A" attached hereto (also Page 11 of the Declaration) shall supercede and amend in its entirety Page 1 of Exhibit "A" (also Page 11 of the Declaration) to the Declaration presently recorded which presently recorded Page 1 of Exhibit "A" (also Page 11 of the Declaration) shall be of no further force or effect.

In all other respects the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment the day and year first above written.

WITNESSES:

APFEL-ROWE, INC., a Michigan Corporation

Michele R. Fortuna
Michele R. Fortuna

By: H. Grant Rowe
H. Grant Rowe

Arthur S. Bond, Jr.
Arthur S. Bond, Jr.

Its: President

STATE OF MICHIGAN)

: SS.

COUNTY OF ANTRIM)

ANTRIM COUNTY
MICHIGAN
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FEB 17 12 41 PM '87

Wanda R. Conway
REGISTER OF DEEDS

The foregoing Amendment to Declaration of Covenants for Use Period Interests was subscribed and sworn to before me, a Notary Public this 12th day of February, 1987 by H. GRANT ROWE, President of APFEL-ROWE, INC., a Michigan Corporation on behalf of said Corporation.

My Commission Expires: 3-2-88

Michele R. Schultz
Michele R. Schultz, Notary Public

EXHIBIT "A" TO DECLARATION OF COVENANTS FOR
USE PERIOD INTERESTS FOR
TIMBER RIDGE CONDOMINIUM UNIT NO. 8

USE PERIOD DESIGNATIONS

USE PERIOD NO. 1: Undivided Ownership Interest Percentage: 25%

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47, and 51.
2. Years 1988, 1992, 1996, 2000, 2004, 2008, and 2012: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44, and 50.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43, and 49.
4. Years 1990, 1994, 1998, 2002, 2006, 2010, and 2014: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48, and 52.

USE PERIOD NO. 2: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48 and 52.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47 and 51.
3. Years 1989, 1993, 1997, 2001, 2005, 2009 and 2013: Weeks designated below as Weeks 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44 and 50.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43, and 49.

USE PERIOD NO. 3: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43, and 49.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48, and 52.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47 and 51.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44 and 50.

USE PERIOD NO. 4: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44 and 50.
2. Years 1988, 1992, 1996, 2000, 2004, 2008, and 2012: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43 and 49.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48, and 52.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47, and 51.

MAR 6 1 29 PM '87

SECOND AMENDMENT TO
DECLARATION OF COVENANTS
FOR USE PERIOD INTERESTS
UNIT NO. 8 TIMBER RIDGE CONDOMINIUM

Wanda R. Conway
REGISTER OF DEEDS

2-4-110

This Second Amendment to Declaration of Covenants for Use Period Interests ("this Amendment") made this 5th day of March, 1987 by Apfel-Rowe, Inc., a Michigan Corporation of Shanty Creek, Bellaire, Michigan ("the Declarant").

WHEREAS, Declarant is the sole owner of said Unit No. 8 Timber Ridge Condominium; and,

WHEREAS, Declarant recorded in Liber 312, Page 1135 through 1148 Antrim County Records a certain Declaration of Covenants for Use Period Interests ("the Declaration"); and,

WHEREAS, Declaration was amended by First Amendment thereto recorded in Liber 313, Pages 261, through 262 Antrim County Records; and,

WHEREAS, Declarant wishes to further amend the Declaration;

NOW, THEREFORE, Declarant declares that (i) last sentence of Paragraph (1) of Article III of the Declaration is hereby amended to read:

"The Agent shall not, however, make any discretionary capital expenditures which exceeds available reserves by more than \$500.00 without the prior approval of a Majority in Interest of Owners."

and, (ii) Article XIII is hereby amended to read:


XIII. EXISTING RESTRICTIONS

Each owner shall comply with, and hold his Time Interest subject to this Declaration and also subject to the provisions of a certain Master Deed of Timber Ridge Condominium and its exhibits, as amended, affecting Timber Ridge Condominium, of which the Unit is apart. Likewise each Time Interest shall be subject to and benefitted by certain Grant of Rights Appurtenant respectively recorded in Liber 234, Pages 1054 through 1058, Liber 234, Pages 1059 through 1063, and Liber 261, Pages 492 through 495, Antrim County Records as amended and modified by agreements recorded in (i) Liber 292, Pages 560 through 568 and (ii) Liber 292, Pages 577 through 579 Antrim County Records.

In all other respects the Declaration as previously amended shall remain in full force and effect.

In Witness Whereof, the Declarant has caused this Second Amendment to be executed the day and year first above written.

WITNESSES:


Arthur S. Bond, Jr.

APFEL-ROWE, INC., a Michigan Corporation

By: 
H. Grant Rowe


Michele R. Fortuna

Its: President

STATE OF MICHIGAN)
: SS.
COUNTY OF ANTRIM)

The foregoing instrument was acknowledged before me on March 5, 1987 by H. GRANT ROWE, President of Apfel-Rowe, Inc., a Michigan Corporation on behalf of said Corporation.

My Commission Expires: 3-2-88





THIRD AMENDMENT TO
DECLARATION OF COVENANTS
FOR USE PERIOD INTERESTS
UNIT NO. 8 TIMBER RIDGE CONDOMINIUM

This Third Amendment to Declaration of Covenants for Use Period Interests ("this Amendment") made this 10th day of April, 1987 by Apfel-Rowe, Inc., a Michigan Corporation of Shanty Creek, Bellaire, Michigan ("the Declarant").

WHEREAS, Declarant is the sole owner of said Unit No. 8 Timber Ridge Condominium; and,

WHEREAS, Declarant recorded in Liber 312, Page 1135 through 1148 Antrim County Records a certain Declaration of Covenants for Use Period Interests ("the Declaration"); and,

WHEREAS, Declaration was amended by First Amendment and Second Amendment thereto recorded in Liber 313, Pages 261, through 262 and Liber 314, Page 531, respectively Antrim County Records; and,

WHEREAS, Declarant wishes to further amend the Declaration;

NOW, THEREFORE, Declarant declares that:

1. The second introductory paragraph to the Declaration which presently reads:

"WHEREAS, Declarant proposes to convey undivided interests in common in the real property referred to above, providing in each deed that the grantee shall have the exclusive right to occupy said real property during one or more of the Use Periods set forth in Exhibit "A" hereto, and reserving to Declarant and its successors the exclusive right to occupy the said real property during all other Use Periods set forth in Exhibit "A" hereto, and, for that purpose, has designated 4 Use Periods as more particularly described on Exhibit "A" hereto;

is amended to read:

"WHEREAS, Declarant proposes to convey undivided interests in common in the real property referred to above, providing in each deed that the grantee shall have the exclusive right to occupy said real property during one or more of the Use Periods set forth in Exhibit "A" hereto, and reserving to Declarant and its successors the exclusive right to occupy the said real property during all other Use Periods set forth in Exhibit "A" hereto, and, for that purpose, has designated 5 Use Periods as more particularly described on Exhibit "A" hereto;

2. Paragraph II (3) of the Declaration which presently reads:

"No Pets. No animals, including household pets, except one dog or one cat per Unit, shall be permitted in occupancy of the Unit."

is amended to read:

"No Pets. No animals, including household pets shall be permitted in occupancy of the Unit."

3. Paragraph II (4) of the Declaration which presently reads:

"Number of Persons Limited. No more than six persons shall occupy the Unit overnight."

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Is amended to read:

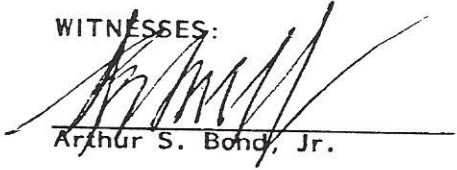
"Number of Persons Limited. No more than twelve persons shall occupy the Unit overnight."

4. Pages 1 and 2 of Exhibit "A", being Pages 11 and 11a of the Declaration attached hereto shall supersede and amend in its entirety Page 1 of Exhibit "A" (also Page 11 of the Declaration) to the Declaration as previously amended and presently recorded which presently recorded amended Page 1 of Exhibit "A" (also Page 11 of the Declaration) shall be of no further force or effect.

In all other respects the Declaration as previously amended shall remain in full force and effect.

In Witness Whereof, the Declarant has caused this Third Amendment to be executed the day and year first above written.

WITNESSES:


Arthur S. Bond, Jr.

APFEL-ROWE, INC., a Michigan Corporation

By: 
H. Grant Rowe

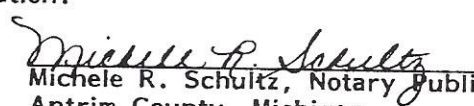

Michele R. Fortuna

Its: President

STATE OF MICHIGAN)
 : SS.
COUNTY OF ANTRIM)

The foregoing instrument was acknowledged before me on April 10th, 1987 by H. GRANT ROWE, President of Apfel-Rowe, Inc., a Michigan Corporation on behalf of said Corporation.

My Commission Expires: 3-2-88


Michele R. Schultz, Notary Public
Antrim County, Michigan

Drafted By:
Arthur S. Bond, Jr
Shanty Creek
Bellaire, Michigan 49615

EXHIBIT "A" TO DECLARATION OF COVENANTS FOR
USE PERIOD INTERESTS FOR
TIMBER RIDGE CONDOMINIUM UNIT NO. 8

USE PERIOD DESIGNATIONS

USE PERIOD NO. 1: Undivided Ownership Interest Percentage: 12.5%

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 1, 9, 17, 25, 33, 41, and 51.
2. Years 1988, 1992, 1996, 2000, 2004, 2008, and 2012: Weeks designated below as Weeks: 4, 12, 20, 30, 36, and 44.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 3, 11, 19, 28, 35, and 43.
4. Years 1990, 1994, 1998, 2002, 2006, 2010, and 2014: Weeks designated below as Weeks: 2, 10, 18, 26, 34, 42, and 52.

USE PERIOD NO. 2: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48 and 52.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47 and 51.
3. Years 1989, 1993, 1997, 2001, 2005, 2009 and 2013: Weeks designated below as Weeks 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44 and 50.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43, and 49.

USE PERIOD NO. 3: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43, and 49.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48, and 52.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47 and 51.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44 and 50.

USE PERIOD NO. 4: Undivided Ownership Interest Percentage: 25%.

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 4, 8, 12, 16, 20, 24, 30, 31, 36, 40, 44 and 50.
2. Years 1988, 1992, 1996, 2000, 2004, 2008, and 2012: Weeks designated below as Weeks: 3, 7, 11, 15, 19, 23, 28, 29, 35, 39, 43 and 49.
3. Years 1989, 1993, 1997, 2001, 2005, 2009, and 2013: Weeks designated below as Weeks: 2, 6, 10, 14, 18, 22, 26, 27, 34, 38, 42, 48, and 52.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 1, 5, 9, 13, 17, 21, 25, 32, 33, 37, 41, 47, and 51.

USE PERIOD NO. 5: Undivided Ownership Interest Percentage: 12.5%

1. Years 1987, 1991, 1995, 1999, 2003, 2007, 2011 and 2015: Weeks designated below as Weeks: 5, 13, 21, 32, 37 and 47.
2. Years 1988, 1992, 1996, 2000, 2004, 2008 and 2012: Weeks designated below as Weeks: 8, 16, 24, 31, 40 and 50.
3. Years 1989, 1993, 1997, 2001, 2005, 2009 and 2013: Weeks designated below as Weeks: 7, 15, 23, 29, 39 and 49.
4. Years 1990, 1994, 1998, 2002, 2006, 2010 and 2014: Weeks designated below as Weeks: 6, 14, 22, 27, 38 and 48.

SERVICE PERIODS: In all years: Weeks designated below as Weeks 45 and 46.