

THIRD AMENDMENT TO  
MASTER DEED  
PINEBROOK CONDOMINIUM

(Formerly Shanty Town Condominiums)

REGISTER OF DEEDS  
Antrim County, Michigan

AUG 15 10 05 AM '86

ANTRIM COUNTY  
MICHIGAN  
RECEIVED FOR RECORD

BELLAIRE GROUP LIMITED PARTNERSHIP, a Michigan Limited Partnership being the Successor Developer of PINEBROOK CONDOMINIUMS (formerly Shanty Town Condominiums), a condominium project pursuant to the Master Deed thereof recorded May 11, 1982 in Liber 268, Pages 1296 through 1330 of the records of Antrim County, Michigan, known as Antrim County Condominium Subdivision Plan No. 16 and as amended by First and Second Amendments to the Master Deed recorded in Liber 281, Page 1173 through 1178 and Liber 287, Page 1195 through 1222 respectively of the Records of Antrim County, Michigan hereby further amends said Master Deed pursuant to the authority of Article VI of said Master Deed as amended to:

1. Amend Article II of the Master Deed as amended which presently reads as follows:

ARTICLE II  
LEGAL DESCRIPTION

In the Township of Custer, Antrim County, Michigan; Commencing at the Southeast corner of Section 6, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan; thence North 54 deg 07'19" West, 1049.41 feet to the point of beginning; thence South 83 deg 13'51" West 109.50 feet; thence North 85 deg 11'12" West 77.38 feet; thence North 01 deg 14'31" East 257.00 feet; thence West 180.00 feet; thence North 250.00 feet; thence East 181.14 feet; thence South 197.24 feet; thence South 74 deg 36'10" East 165.02 feet; thence South 11 deg 30'42" East 166.56 feet; thence South 07 deg 48'29" West 97.16 feet to the Point of Beginning;

so that said Article II of the Master Deed as amended shall read as follows:

ARTICLE II  
LEGAL DESCRIPTION

Commencing at the Southeast corner of Section 6, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan; thence North 54 deg 07'19" West 1049.41 feet to the point of beginning; thence South 83 deg 13'51" West 109.50 feet; thence North 85 deg 11'12" West 77.38 feet; thence North 01 deg 14'31" East 257.00 feet; thence West 180.00 feet; thence North 250.00 feet; thence East 181.14 feet; thence South 61 deg 17'28" East 255.95 feet; thence South 28 deg 58'20" West 135.0 feet; thence South 11 deg 30'42" East 166.56 feet; thence South 07 deg 48'29" West 97.16 feet to the point of beginning.

together with rights appurtenant as amended recorded in Liber 261, Pages 492 through 495, and in Liber 234, Pages 1054 through 1058 of the Records of Antrim County, Michigan, as amended by and modified by agreements recorded in the following: (i) Liber 292, Pages 560 through 568, and (ii) Liber 292, Pages 577 through 579, any other agreement of record, but not including those certain rights appurtenant recorded in Liber 234, Pages 1059 through 1063 which are hereby reserved to the successor developer.

2. Amend Article V of the Master Deed as amended which presently reads as follows:

ARTICLE V  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the condominium subdivision plan of Pinebrook as surveyed by Nicholas B. DeYoung and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as

shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. Architectural Plans are on file with the Antrim County Building Department.

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

Unit 1	8.4%	Unit 2	8.0%
Unit 3	8.4%	Unit 4	8.4%
Unit 5	8.0%	Unit 6	8.4%
Unit 7	8.4%	Unit 8	8.4%
Unit 9	8.4%	Unit 10	8.4%
Unit 11	8.4%	Unit 12	8.4%

TOTAL 100.0%

The determination was generally made on the basis of unit square footage;

so that Article V of the Master Deed shall read as follows:

#### ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the condominium subdivision plan of Pinebrook as surveyed by Nicholas B. DeYoung and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. Architectural Plans are on file with the Antrim County Building Department.

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

Unit 1	5.6%	Unit 2	5.2%
Unit 3	5.6%	Unit 4	5.6%
Unit 5	5.2%	Unit 6	5.6%
Unit 7	5.6%	Unit 8	5.6%
Unit 9	5.6%	Unit 10	5.6%
Unit 11	5.6%	Unit 12	5.6%
Unit 13	5.6%	Unit 14	5.6%
Unit 15	5.6%	Unit 16	5.6%
Unit 17	5.6%	Unit 18	5.6%

TOTAL 100.0%

C. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respectable co-owner in the proceeds and expenses of the administration and the value of such co-owners vote at meetings of the Association of Co-owners. The total value of the project is 100. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded, except as provided in Article VII hereof.

D. The determination of the percentage of value assigned were made after reviewing the comparative characteristics of each unit in the project and concluding that square footage allocation with reasonable adjustment for units without fireplace was the proper determining factor.

3. Amend that portion of Article VI of the Master Deed as amended which presently reads as follows:

#### ARTICLE VI EXPANDABLE AREA

The condominium project established pursuant tot the initial Master Deed of Pinebrook, as amended and consisting of 12 Units is intended to be the first stage of a project to contain in its entirety 94 Units.

Additional units, if any, will be constructed upon all or some portion of the following described premises:

A part of the Southeast quarter of Southeast quarter of Section 6, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan described as commencing at the Southeast corner of Section 6, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan; thence West 1322.90 feet along the South line of said section 6 and the center line of M-88 Highway; thence North 00 deg 14'07" West 1310.56 feet along the center line of M-88 Highway; thence South 89 deg 54'21" East 1323.61 feet; thence South 0 deg 12'17" East 1308.37 feet to the point of beginning excepting; Commencing at the Southeast corner of Section 6, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan; thence North 54 deg 07'19" West 1049.41 feet to the point of beginning; thence South 83 deg 13'51" West 109.50 feet; thence North 85 deg 11'12" West 77.38 feet; thence North 01 deg 14'31" East 309.77 feet; thence South 74 deg 36'10" East 165.02 feet; thence South 11 deg 30'42" East 166.56 feet; thence South 07 deg 48'29" West 97.16 feet to the point of beginning, being a part of the Southeast one quarter of the Southeast one quarter of said Section 6, Town 29 North, Range 7 West.

so that, that portion of Article VI of the Master Deed as amended shall read as follows:

#### ARTICLE VI EXPANDABLE AREA

The condominium project established pursuant to the initial Master Deed of Pinebrook and consisting of 18 units is intended to be the second stage of a project to contain in its entirety 94 units. Additional units, if any will be constructed upon all or some portion of the following described premises:

Commencing at the Southeast corner of Section 6, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan; thence North 54 deg 07'19" West 1049.41 feet to the point of beginning; thence South 83 deg 13'51" West 109.50 feet; thence North 85 deg 11'12" West 77.38 feet; thence North 01 deg 14'31" East 257.00 feet; thence West 180.00 feet; thence North 250.00 feet; thence East 181.14 feet; thence South 61 deg 17'28" East 255.95 feet; thence South 28 deg 58'20" West 135.0 feet; thence South 11 deg 30'42" East 166.56 feet; thence South 07 deg 48'29" West 97.16 feet to the point of beginning.

4. Amend Exhibit "B" to the Master Deed the Condominium Subdivision Plan (i) by amended sheets 1 and 2 of the Condominium Subdivision Plan which are attached hereto replacing and superseding sheets 1 and 2 of the Condominium Subdivision Plan as presently recorded and presently recorded sheets 1 and 2 shall be of no further force or effect; and (ii) adding sheets 6 and 7 of the Condominium Subdivision Plan attached hereto.

Except as expressly modified hereby, the presently recorded Master Deed of the Condominium and the Bylaws of the Condominium and the Condominium Subdivision Plan attached to the Master Deed as Exhibits "A" and "B" all as amended by the First and Second Amendments to the Master Deed remain in full force and effect according to their terms and are hereby ratified, affirmed and redeclared.

DATED: Aug 15, 1986

WITNESSES:

BELLAIRE GROUP LIMITED  
PARTNERSHIP, a Michigan  
Limited Partnership

Michele R. Fortuna  
Michele R. Fortuna

By:

H. Grant Rowe  
H. Grant Rowe

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

Its: General Partner

STATE OF MICHIGAN )

: ss.

COUNTY OF ANTRIM )

The foregoing Third Amendment to Master Deed of Pinebrook was acknowledged before me this 15 day of Aug., 1986 by H. GRANT ROWE, General Partner of BELLAIRE GROUP LIMITED PARTNERSHIP, a Michigan Limited Partnership on behalf of said Partnership.

Michele R. Schultz  
Michele R. Schultz, Notary Public  
Antrim County, Michigan  
My Commission Expires: 3-2-88

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

REPLAT NO. 2 OF  
ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 16

EXHIBIT B TO THE AMENDED MASTER DEED

PINE BROOK, A CONDOMINIUM (FORMERLY SHANTY TOWN CONDOMINIUMS)  
TOWNSHIP OF CUSTER, COUNTY OF ANTRIM, MICHIGAN.

DEVELOPER:

BELLAIRE GROUP  
A MICHIGAN LIMITED PARTNERSHIP  
HILTON SHANTY CREEK  
BELLAIRE, MICHIGAN 49615

SURVEYOR:

NICHOLAS B. DE YOUNG  
REGISTERED LAND SURVEYOR  
1301 SOUTH BRIDGE STREET  
CHARLEVOIX, MICHIGAN 49720

SHEET INDEX

- \* 1. TITLE DESCRIPTIONS
- \* 2. SURVEY PLAN
- \* 3. SITE PLAN A
- \* 4. UTILITY PLAN UNITS 1-12
- \* 5. FLOOR PLAN-BUILDING 1A2
- \* 6. SECTION PLANS
- \* 7. SITE B UTILITY PLAN UNITS 13-19
- \* 7 FLOOR B SECTION PLAN BUILDING 3

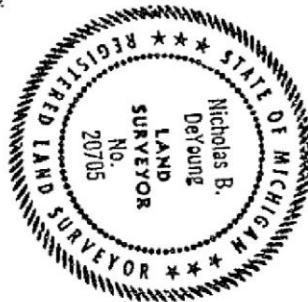
NOTE: THE ASTERISK(S) SHOWN IN THE SHEET INDEX  
INDICATES AMENDED OR ARE NEW SHEETS WHICH  
ARE REVISED, DATED JULY 29, 1986 THESE  
SHEETS WITH THIS SUBMISSION ARE TO REPLACE  
OR BE SUPPLEMENTAL SHEETS TO THOSE  
PREVIOUSLY RECORDED.

PROPERTY DESCRIPTION

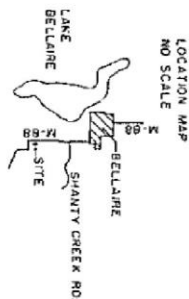
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, TOWN 29 NORTH,  
RANGE 7 WEST, CUSTER TOWNSHIP, ANTRIM COUNTY, MICHIGAN; THENCE  
N45°07'17"W 1049.41 FEET TO THE POINT OF BEGINNING; THENCE  
N54°07'17"W 1049.41 FEET TO THE POINT OF BEGINNING; THENCE  
S83°33'55"W 109.50 FEET; THENCE N85°11'12"W 723.8 FEET; THENCE N0°04'31"E 257.00 FEET;  
THENCE WEST 180.00 FEET; THENCE NORTH 250.00 FEET; THENCE EAST  
181.14 FEET; THENCE S61°20'E 233.95 FEET THENCE S28°58'20"W 153.0 FEET;  
THENCE S11°30'42"E 166.56 FEET; THENCE S07°48'25"W 97.16 FEET  
TO THE POINT OF BEGINNING.

*Nicholas B. DeYoung*





**SURVEY PLAN OF  
PINE BROOK  
A CONDOMINIUM**



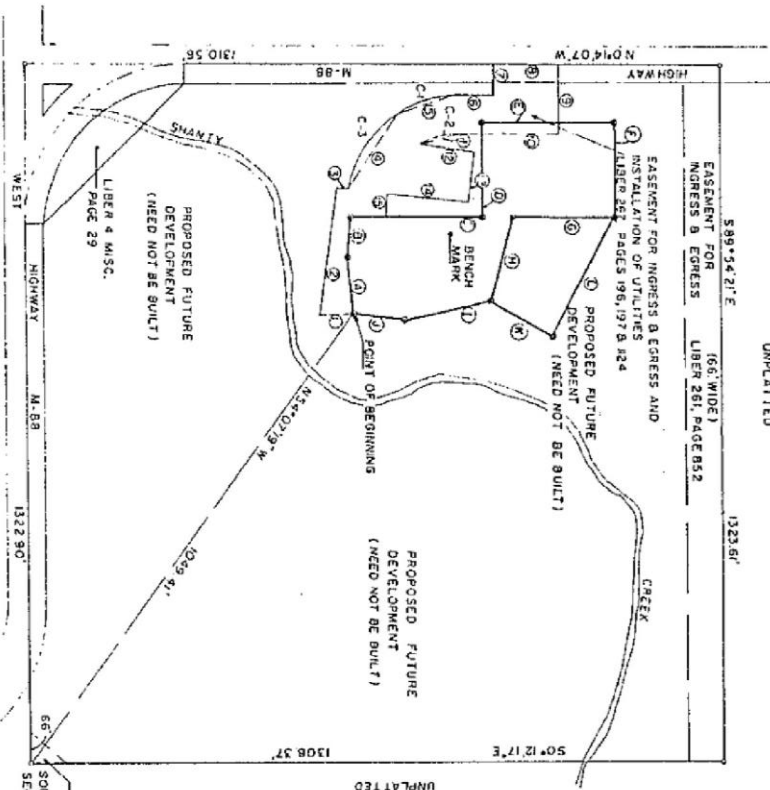
UNPLATTED



NOTE:  
• BENCH MARK: RAILROAD SPIKE IN  
WEST SIDE OF 40' OAK  
ELEVATION 628.11 U.S.S. DATUM  
BEARINGS SHOWN ARE IN RELATION  
TO THE SURVEY RECORDED IN  
LIBER 216, PAGE 56.  
• BOUNDARY CORNERS  
• CONCRETE MONUMENT

- SITE COURSES**
- ① S81°35'17" W 109.90'
  - ② N85°11'12" W 77.18'
  - ③ N0°44'31" E 257.00'
  - ④ WEST 180.00'
  - ⑤ NORTH 250.00'
  - ⑥ EAST 181.14'
  - ⑦ S0°16'10" E 165.02'
  - ⑧ S17°04'27" E 166.55'
  - ⑨ S07°48'25" W 97.16'
  - ⑩ N26°56'02" E 135.00'
  - ⑪ N6°17'28" W 255.95'
- EASEMENT COURSES**
- ① S08°43'22" E 62.63'
  - ② N82°34'25" W 244.06'
  - ③ N23°51'55" E 20.01'
  - ④ N26°08'05" W 17.83'
  - ⑤ N0°08'05" W 17.83'
  - ⑥ N0°28'05" W 58.25'
  - ⑦ S0°43'27" W 120.07'
  - ⑧ N8°44'55" E 133.74'
  - ⑨ N8°48'02" E 103.13'
  - ⑩ S4°48'02" E 76.09'
  - ⑪ N08°52'21" E 105.55'
  - ⑫ S0°10'04" E 93.07'
  - ⑬ S08°12'23" W 151.61'
  - ⑭ S26°15'25" E 42.86'

- CLOSE DATA**
- C-1 PACUS 213.0'
  - C-2 DELTA 357.00'
  - C-2 427.00'
  - C-2 DELTA 300.00'
  - C-1 PACUS 131.0'
  - C-2 DELTA 365.00'



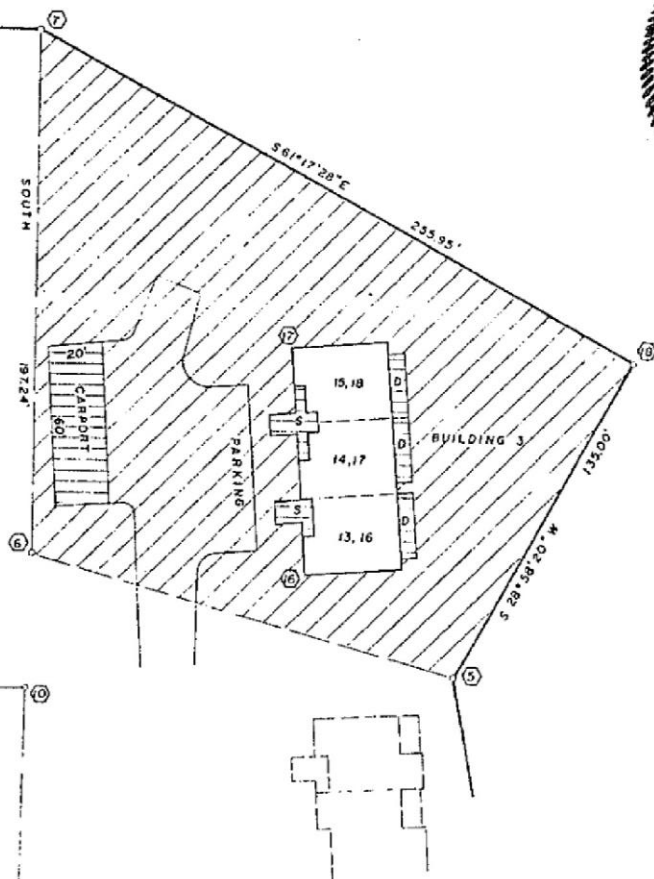
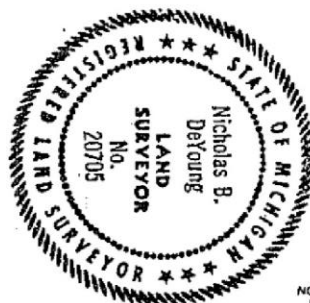
UNPLATTED

**SURVEYOR'S CERTIFICATE**

I, NICHOLAS B. DEYOUNG, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:  
THAT THE SUBDIVISION PLAN KNOWN AS ANTRIM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 15, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.  
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUNDS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

**JULY 29, 1986**  
DATE





*Nicholas B. DeYoung*  
NICHOLAS B. DEYOUNG  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 20705  
107 S BRIDGE STREET  
CHARLEVOIX, MICHIGAN 49720



NORTH  
|  
EAST

SCALE 1" = 20'

COORDINATE		POINTS
NO.	NORTH	EAST
16	5912.36	5395.84
17	5996.16	5390.09
18	5992.60	5517.95

-  GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT  
 CONCRETE MONUMENT  
 COORDINATE POINT

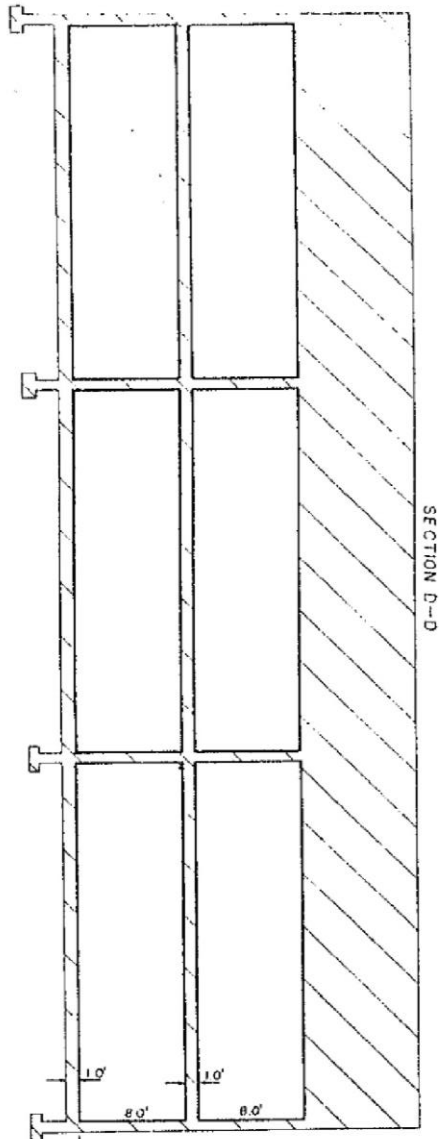
NOTE: BEARINGS SHOWN ARE IN RELATION  
TO THE SURVEY RECORDED IN  
LIBER 216 PAGE 36  
FIRST FLOOR UNITS 13,14,15  
SECOND FLOOR UNITS 16,17,18  
S= STAIRS D= DECK

### UTILITY SOURCES

POWER- TOP-O-MICHIGAN RURAL ELECTRIC CO.  
TELEPHONE- GENERAL TELEPHONE CO.  
WATER & SEWER- DEVELOPER

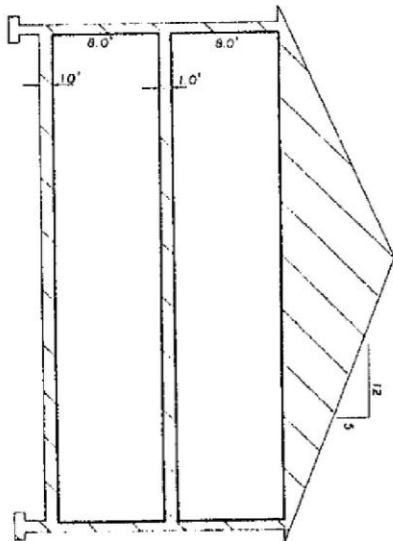
WATER & SEWER- DEVELOPER  
*Nicholas B. De Young*  
NICHOLAS B. DE YOUNG  
REGISTERED LAND SURVEYOR  
1301 S. BRIDGE STREET  
CHARLEVOIX MICHIGAN 49720

PROPOSED JULY 29, 1986  
SHEET 5



ELEV. 622.94' BUILDING-3

SECTION E-E



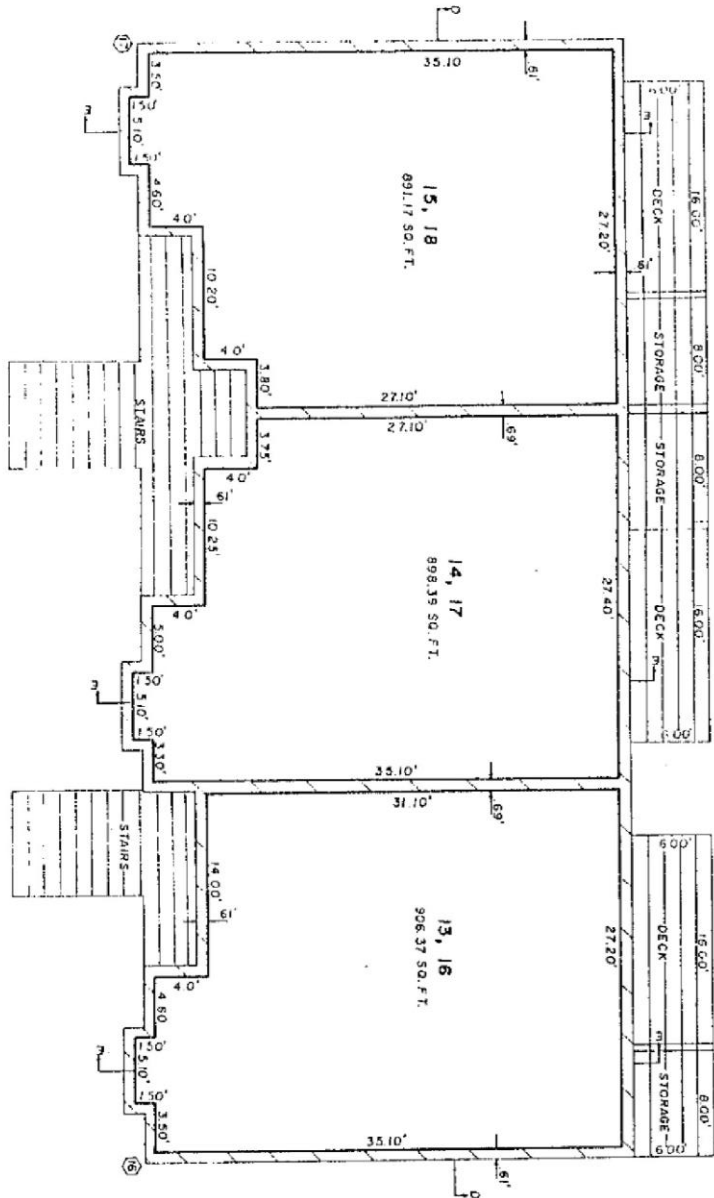
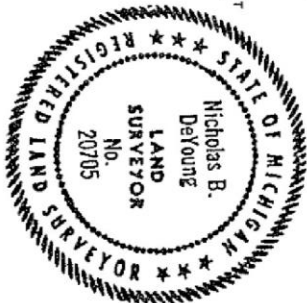
FIRST FLOOR UNITS 13, 14, 15  
SECOND FLOOR UNITS 16, 17, 18

FLOOR & SECTION PLANS OF  
**PINE BROOK**  
A CONDOMINIUM, BUILDING-3

SCALE 1"=4'

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- COORDINATE POINT

NOTE: ALL OWNERSHIP LINES ARE  
AT 90° TO EACH OTHER  
DECKS ON BOTH FLOORS



*Nicholas B. DeYoung*  
NICHOLAS B. DEYOUNG  
REGISTERED LAND SURVEYOR  
1301 S. BRIDGE STREET  
CHARLEVOIX, MICHIGAN 49720  
PROPOSED JULY 23, 1986  
SHEET 7



Recorded February 13, 1978 in Liber 234, Pages 1054 through 1058, Antrim County Records

### GRANT OF RIGHTS APPURTENANT

This instrument made this 13th day of February, 1978 by and between Meeske Enterprises, a Michigan Co-Partnership of 503 North Bridge Street, Bellaire, Michigan as Grantor and Deskin Land Trust, a trust of 555 Michigan Avenue, Petoskey, Michigan as Grantee.

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

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

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

Signed and Sealed in the Presence of:

/s/  
John W. Unger

/s/  
Daniel M. Boone

/s/  
John W. Unger

/s/  
Daniel M. Boone

Signed and Sealed:

MEESKE ENTERPRISES, a  
Michigan Co-Partnership

By: /s/  
John F. Meeske

Its: General Partner

By: /s/  
Gerald A. Auger

Its: General Partner

STATE OF MICHIGAN)  
                          ) SS  
COUNTY OF ANTRIM )

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

\_\_\_\_\_/s/  
Daniel M. Boone  
Notary Public, Antrim County, MI  
My commission expires: 2/24/81

Instrument drafted by:  
John W. Unger, P.C.  
107 North Bridge Street  
Bellaire, MI 49615

#### Exhibit A

- 1) The East half of the northeast quarter of the southwest quarter, Section 32, T30N, R7W.
- 2) The west half of the southeast quarter, Section 32, T30N, R7W.
- 3) The southeast quarter of the southeast quarter, Section 32, T30N, R7W, excepting therefrom, however, a strip along the entire north side, 300 feet wide.
- 4) The south half of the southwest quarter of Section 32, T30N, R7W.
- 5) The northeast quarter of the southeast quarter; ALSO Government Lot 2 lying east of the center line of M-88 Highway, Section 31, T30N, R7W.
- 6) The northwest quarter of the southwest quarter of Section 32, T30N, R7W.
- 7) The west half of the northeast quarter of the southeast quarter of Section 32, T30N, R7W.
- 8) The southwest quarter of the northwest quarter of Section 32, T30N, R7W.
- 9) The southeast quarter of the northwest quarter of Section 32, T30N, R7W.
- 10) The southwest quarter of the northeast quarter of Section 32, T30N, R7W.

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

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

ALSO EXCEPTING therefrom the following described land: Commencing at the 1/4 Corner of Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan; thence S44°10'25"E 910.38 feet to the Point of Beginning; thence S05°30'40"W 212.82 feet; thence S11°34'19"E 250.56 feet; thence S08°15'07"E 170.16 feet; thence S08°43'47"E 254.99 feet; thence N80°48'45"E 90.82 feet; thence S73°28'23"E 149.09 feet; thence S15°50'16"E 199.43 feet; thence N73°56'15"E 268.99 feet; thence N03°27'01"E 211.87 feet; thence N18°02'52"W 202.63 feet; thence N11°42'38"W 133.75 feet; thence N67°36'06"E 204.49 feet; thence N03°12'36"W 194.58 feet; thence N55°30'46"W 295.89 feet; thence N40°59'39"W 238.51 feet; thence N87°32'15"W 217.98 feet; thence S40°40'45"W 186.12 feet to the Point of Beginning, being a part of the SW1/4 of said Section 32, T30N, R7W, containing 14.60 acres of land more or less.

- 12) All of Section 5, T29N, R7W, Custer Township, Antrim County, Michigan lying north of the following described line: Commencing at the NE Corner of said Section 5; thence N88°19'04"W 2181.87 feet along the north line of said Section 5 to the Point of Beginning; thence S34°27'W 70.40 feet along the west line of East Pointe Subdivision; thence N51°09'23"W 98.25 feet; thence S55°39'50"W 180.62 feet; thence S46°39'19"W 235.85 feet; thence S03°46'07"E 183.68 feet; thence S05°39'27"W 228.86 feet; thence S01°42'26"E 270.58 feet; thence N88°18'19"E 182.15 feet; thence S54°47'07"E 176.80 feet; thence S46°41'59"W 269.35 feet; thence S47°57'47"W 90.78 feet; thence S54°35'47"W 377.50 feet; thence S34°35'34"W 105.65 feet; thence S24°35'21"W 164.23 feet; thence S25°19'34"E 223.28 feet; thence S46°23'15"W 136.99 feet; thence N46°09'23"W 211.51 feet; thence N53°09'55"W 213.68 feet; thence N84°28'54"W 275.45 feet; thence N88°23'21"W 217.83 feet; thence S88°50'38"W 147.00 feet; thence S56°41'44"W 231.10 feet; thence S67°28'42"W 147.80 feet; thence S65°14'32"W 231.12 feet; thence N52°28'53"W 186.43 feet; thence N45°46'29"W 114.35 feet; thence N20°45'59"W 184.95 feet; thence N17°39'34"E 178.13 feet; thence N17°13'23"E 137.64 feet; thence N23°00'45"W 133.85 feet; thence N59°09'48"W 128.78 feet; thence N41°52'03"W 164.83 feet; thence N58°05'21"W 225.28 feet; thence N77°53'55"W 273.49 feet to the Point of Ending, being on the west line of said Section 5, S01°22'14"W 946.80 feet from the NW Corner of said Section 5.

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

SUBJECT to an easement for the purpose of improving the view and aesthetic qualities of the property excepted from item 11 above. Said easement is for the purpose of removing brush and trees by mutual agreement, from the following described property: The W1/2 of the NW1/4 of the SW1/4 of Section 32, T30N, R7W, and the N1/2 of the W1/2 of the S1/2 of the SW1/4 of Section 32, T30N, R7W.

SUBJECT to an easement to Consumers Power Company over the SW1/4 of the NE1/4 and the NW1/4 of the SE1/4 of Section 32, T30N, R7W on a route as set forth in Liber 191 on Page 388.

SUBJECT to an easement and right of way in favor of Consumers Power Co. as set forth in Liber 142, Pages 373 and 374 over the following route: In an easterly and westerly direction on, over, and across the SW1/4 of the NW1/4 of Section 32, T30N, R7W.

SUBJECT to an easement and right of way in favor of Consumers Power Co. across the S1/2 of the N1/2 of the W3/4 of Section 32, T30N, R7W, lying south of the County Road known as Schoolcraft Road as set forth in instrument recorded in Liber 219, Page 257.

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

SUBJECT to a right of way in favor of General Telephone Co. of Michigan across the E1/2 of the NE1/4 of the SW1/4 of Section 32, also across the W1/2 of the SE1/4, also across the SE1/4 of the SE1/4, excepting the north 300 feet thereof, also further excepting the Plat of East Pointe, all in Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan as set forth in instrument recorded in Liber 212, Page 23.

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

SUBJECT to an easement for ingress and egress to lands in the SW1/4 of Section 32, T30N, R7W, being 66 feet wide 33.0 feet each side of the following described line: Commencing at the W1/4 Corner of Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan; thence S57°41'35"E 1625.45 feet to the Point of Beginning; thence S75°47'29"E 247.67 feet; thence S46°21'41"E 237.92 feet; thence S23°14'38"E 101.97 feet; thence S05°40'23"E 133.54 feet; thence S24°17'44"E 48.49 feet; thence S43°08'21"E 103.02 feet; thence S59°36'44"E 101.14 feet; thence 222.99 feet along the arc of a circular curve concave to the north, radius 243.49 feet, chord bearing S85°50'53"E 215.28 feet; thence N67°54'58"E 36.96 feet; thence N05°38'21"E 299.79 feet; thence N29°51'39"E 172.28 feet to an intersection with Shanty Creek Road and the Point of Ending.

ALSO SUBJECT to other easements or restrictions of record, if any.

Recorded May 27, 1981 in Liber 261, Pages 492 through 495,  
Antrim County Records.

GRANT OF RIGHTS APPURTENANT

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

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

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

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

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

WITNESS:

MEESKE ENTERPRISES, a  
Michigan Co-partnership

\_\_\_\_\_/s/  
H. G. Rowe

By: \_\_\_\_/s/  
John Meeske, Partner

\_\_\_\_\_/s/  
R. Bryan Smith

And \_\_\_\_/s/  
Gerald Auger, Partner

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

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

- 1) The East half of the northeast quarter of the southwest quarter, Section 32, T30N, R7W.
- 2) The west half of the southeast quarter, Section 32, T30N, R7W.
- 3) The southeast quarter of the southeast quarter, Section 32, T30N, R7W, excepting therefrom, however, a strip along the entire north side, 300 feet wide.
- 4) The south half of the southwest quarter of Section 32, T30N, R7W.
- 5) The northeast quarter of the southeast quarter; ALSO Government Lot 2 lying east of the center line of M-88 Highway, Section 31, T30N, R7W.
- 6) The northwest quarter of the southwest quarter of Section 32, T30N, R7W.
- 7) The west half of the northeast quarter of the southeast quarter of Section 32, T30N, R7W.
- 8) The southwest quarter of the northwest quarter of Section 32, T30N, R7W.
- 9) The southeast quarter of the northwest quarter of Section 32, T30N, R7W.

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

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

ALSO EXCEPTING therefrom the following described land: Commencing at the 1/4 Corner of Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan; thence S44°10'25"E 910.38 feet to the Point of Beginning; thence S05°30'40"W 212.82 feet; thence S11°34'19"E 250.56 feet; thence S08°15'07"E 170.16 feet; thence S08°43'47"E 254.99 feet; thence N80°48'45"E 90.82 feet; thence S73°28'23"E 149.09 feet; thence S15°50'16"E 199.43 feet; thence N73°56'15"E 268.99 feet; thence N03°27'01"E 211.87 feet; thence N18°02'52"W 202.63 feet; thence N11°42'38"W 133.75 feet; thence N67°36'06"E 204.49 feet; thence N03°12'36"W 194.58 feet; thence N55°30'46"W 295.89 feet; thence N40°59'39"W 238.51 feet; thence N87°32'15"W 217.98 feet; thence S40°40'45"W 186.12 feet to the Point of Beginning, being a part of the SW1/4 of said Section 32, T30N, R7W, containing 14.60 acres of land more or less.

- 12) All of Section 5, T29N, R7W, Custer Township, Antrim County, Michigan lying north of the following described line: Commencing at the NE Corner of said Section 5; thence N88°19'04"W 2181.87 feet along the north line of said Section 5 to the Point of Beginning; thence S34°27'W 70.40 feet along the west line of East Pointe Subdivision; thence N51°09'23"W 98.25 feet; thence S55°39'50"W 180.62 feet; thence S46°39'19"W 235.85 feet; thence S03°46'07"E 183.68 feet; thence S05°39'27"W 228.86 feet; thence S01°42'26"E 270.58 feet; thence N88°18'19"E 182.15 feet; thence S54°47'07"E 176.80 feet; thence S46°41'59"W 269.35 feet; thence S47°57'47"W 90.78 feet; thence S54°35'47"W 377.50 feet; thence S34°35'34"W 105.65 feet; thence S24°35'21"W 164.23 feet; thence S25°19'34"E 223.28 feet; thence S46°23'15"W 136.99 feet; thence N46°09'23"W 211.51 feet; thence N53°09'55"W 213.68 feet; thence N84°28'54"W 275.45 feet; thence N88°23'21"W 217.83 feet; thence S88°50'38"W 147.00 feet; thence S56°41'44"W 231.10 feet; thence S67°28'42"W 147.80 feet; thence S65°14'32"W 231.12 feet; thence N52°28'53"W 186.43 feet; thence N45°46'29"W 114.35 feet; thence N20°45'59"W 184.95 feet; thence N17°39'34"E 178.13 feet; thence N17°13'23"E 137.64 feet; thence N23°00'45"W 133.85 feet; thence N59°09'48"W 128.78 feet; thence N41°52'03"W 164.83 feet; thence N58°05'21"W 225.28 feet; thence N77°53'55"W 273.49 feet to the Point of Ending, being on the west line of said Section 5, S01°22'14"W 946.80 feet from the NW Corner of said Section 5.

TOGETHER with an easement 50 feet wide along the entire north side of the northeast quarter of the northeast quarter, of

Section 6, T29N, R7W, said easement for the purpose of ingress and egress.

SUBJECT to an easement for the purpose of improving the view and aesthetic qualities of the property excepted from item 11 above. Said easement is for the purpose of removing brush and trees by mutual agreement, from the following described property: The W1/2 of the NW1/4 of the SW1/4 of Section 32, T30N, R7W, and the N1/2 of the W1/2 of the S1/2 of the SW1/4 of Section 32, T30N, R7W.

SUBJECT to an easement to Consumers Power Company over the SW1/4 of the NE1/4 and the NW1/4 of the SE1/4 of Section 32, T30N, R7W on a route as set forth in Liber 191 on Page 388.

SUBJECT to an easement and right of way in favor of Consumers Power Co. as set forth in Liber 142, Pages 373 and 374 over the following route: In an easterly and westerly direction on, over, and across the SW1/4 of the NW1/4 of Section 32, T30N, R7W.

SUBJECT to an easement and right of way in favor of Consumers Power Co. across the S1/2 of the N1/2 of the W3/4 of Section 32, T30N, R7W, lying south of the County Road known as Schoolcraft Road as set forth in instrument recorded in Liber 219, Page 257.

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

SUBJECT to a right of way in favor of General Telephone Co. of Michigan across the E1/2 of the NE1/4 of the SW1/4 of Section 32, also across the W1/2 of the SE1/4, also across the SE1/4 of the SE1/4, excepting the north 300 feet thereof, also further excepting the Plat of East Pointe, all in Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan as set forth in instrument recorded in Liber 212, Page 23.

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

SUBJECT to an easement for ingress and egress to lands in the SW1/4 of Section 32, T30N, R7W, being 66 feet wide 33.0 feet each side of the following described line: Commencing at the W1/4 Corner of Section 32, T30N, R7W, Kearney Township, Antrim County, Michigan; thence S57°41'35"E 1625.45 feet to the Point of Beginning; thence S75°47'29"E 247.67 feet; thence S46°21'41"E 237.92 feet; thence S23°14'38"E 101.97 feet; thence S05°40'23"E 133.54 feet; thence S24°17'44"E 48.49 feet; thence S43°08'21"E 103.02 feet; thence S59°36'44"E 101.14 feet; thence 222.99 feet along the arc of a circular curve concave to the north, radius 243.49 feet, chord bearing S85°50'53"E 215.28 feet; thence N67°54'58"E 36.96 feet; thence N05°38'21"E 299.79 feet; thence N29°51'39"E 172.28 feet to an intersection with Shanty Creek Road and the Point of Ending.



ALSO SUBJECT to other easements or restrictions of record, if any.

#### EXHIBIT "B"

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

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 44°10'25" East 910.38 feet to the beginning of this description; thence North 40°40'45" East 186.12 feet; thence South 87°32'15" East 217.98 feet; thence South 40°59'39" East 100.00 feet; thence South 40°39'20" West 594.95 feet; thence North 11°34'19" West 187.02 feet; thence North 5°30'40" East 212.82 feet to the point of beginning.

In the Township of Kearney, Antrim County, Michigan; Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 59°43'34" East 1862.88 feet; thence South 46°21'41" East 237.92 feet; thence South 23°14'38" East 101.92 feet; thence South 5°40'23" East 133.54 feet; thence South 24°17'44" East 48.49 feet; thence South 43°08'21" East 89.81 feet to the point of beginning of this description; thence South 45° West 215.00 feet; thence North 86°40' West 290.00 feet; thence North 33° West 220.00 feet; thence North 80°29'42" East 240.00 feet; thence South 46°12'45" East 131.12 feet; thence North 89°33'43" East 230.00 feet to the point of beginning.

In the Township of Kearney, Antrim County, Michigan; Commencing at the Southeast corner of Section 32, Town 30 North, Range 7 West; thence North 65°20' West 2934.72 feet to a concrete monument on the North line of Deskin Drive at its Westernmost end as recorded in the plat of East Pointe; thence South 17°34'50" West 199.17 feet to the point of beginning of this description; thence South 54°53'53" East 128.88 feet; thence South 35° West 85.64 feet; thence North 86°33'53" West 113.89 feet; thence North 2°13'55" West 90.00 feet; thence North 52°01'18" East 77.22 feet to the point of beginning; being a part of the South half of Section 32, Town 30 North, Range 7 West.

Recorded December 20, 1984 in Liber 292, Pages 560 through 568, Antrim County Records.

# AMENDMENT AND MODIFICATION AGREEMENT

(Apfel-Rowe/Five Star)

This Amendment and Modification Agreement is by and between MEESKE ENTERPRISES, a Michigan Co-Partnership (hereinafter referred to as "Meeske"), APFEL-ROWE, a Michigan Co-Partnership (hereinafter referred to as "Apfel"), SHANTY CREEK FIVE STAR ASSOCIATES LIMITED PARTNERSHIP, a Michigan Limited Partnership (hereinafter referred to as "Five Star"), and SHANTY CREEK MANAGEMENT, INC., a Michigan Corporation (hereinafter referred to as "Shanty Creek"):

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

WHEREAS, Meeske and Apfel entered into that certain Agreement entitled "Mutual Grant of Rights Appurtenant", dated May 15, 1984, recorded in Liber 286, Pages 616-627, Antrim County Records (the "Mutual Agreement"), and;

WHEREAS, Five Star and Meeske entered into that certain Agreement entitled "Meeske Grant of Rights Appurtenant", dated May 15, 1984, recorded in Liber 286, Pages 604-615, Antrim County Records (the "Five Star Agreement"), and;

WHEREAS, Meeske and Apfel entered into a Grant of Rights Appurtenant dated 2-13-78 and recorded in Liber 261, Pages 492-495, Antrim County Records (the "1978 Agreement"), and;

WHEREAS, certain additional rights were retained by Meeske, and its successors and assigns and other rights granted to Apfel and Five Star in the warranty deeds to the existing golf course property and the to be built Arnold Palmer golf course property as set forth in the warranty deeds recorded in Liber 286, Pages 628-642, and Liber 286, Pages 644-659 (the "Existing Course Deed" and the "Palmer Course Deed",\*respectively), (the Mutual Agreement, Five Star Agreement, Existing Course Deed and Palmer Deed shall collectively be referred to as the "Grant Agreements"), and;

WHEREAS, Shanty Creek is purchasing the assets of Shanty Creek, Inc., and Meeske, pursuant to an Asset Purchase Agreement of even date, which assets include the two (2) tennis courts, shuffleboard courts and outdoor swimming pool and hotel which are referred to as the "Amenities" and "Meeske Amenities" in the Agreements referenced above, and;

\*("The 1978 Agreement")

NOW THEREFORE, as an inducement to Shanty Creek to enter into the Asset Purchase Agreement and other documents executed at the closing, and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the parties agree as follows:

1. **Acknowledgment.** Five Star and Apfel hereby acknowledge and agree that Shanty Creek is the successor and assign of Meeske and that Shanty Creek has all the rights, privileges and easements of any nature granted, conveyed, agreed or reserved to Meeske in (i) the Grant Appurtenants, and (ii) any other document between Five Star or Apfel. Provided, however, the obligations of Meeske set forth in said Grant Agreements shall be modified as provided herein, and Shanty creek shall only be responsible for the performance of said obligations as modified herein.
2. **Successors and Assigns.** Five Star and Apfel agree that any provision of the Grant Agreements which refer to their "successors or assigns" or "respective heirs, successors or assigns" shall be applicable only to individuals who purchase lots or condominiums located on the property described in Exhibit "A" hereto from Five Star or Apfel. Five Star and Apfel affirm and covenant that, (i) they have not assigned said rights to any party other than previous conveyances to existing lot owners or condominium owners for their personal usage, and (ii) they will not assign said rights granted to them in the Grant Agreements to any other party or entity, except as provided in this Section 2. Any transfer or conveyance in violation of the terms related herein shall be null and void and shall not be binding on Shanty Creek.
3. **First Class Condition.** Apfel and Five Star agreed that the representations and covenants by Meeske, its successors and assigns to maintain and operate the Amenities and Meeske Amenities in first class order, condition and repair as provided in any section, provision or term of the Grant Agreement is hereby deleted and shall not be assumed by Shanty Creek.
4. **Membership Charge.** Apfel and Five Star agree that the term "membership charge" as used in the Grant Agreement shall be defined as the following: The full charge or fee established by Shanty Creek, or its successors and assigns, (without consideration of discounts or special rates) for season passes to others for usage of the ski lifts and/or the existing eighteen (18) hole golf course (not the Arnold Palmer course currently being built).
5. **Free Usage.** Apfel, Five Star and Shanty creek agree that the free usage provision recited in the second sentences in Section C.5.(B) in the Existing Course Deed and Section C.4.(B) are hereby amended to provide that the free usage shall be applicable only to the ski slopes, tennis courts and golf courses and only for the immediate family members of Grant Rowe, John Meeske, Gerald Auger and the General Manager and Assistant Manager of Shanty Creek, said rights shall be nontransferable.
6. **Insurance.** Apfel and Five Star agree on the closing date of the Asset Purchase Agreement to immediately name Shanty Creek Management, Inc. as an additional insured on the liability insurance to be maintained by Apfel and Five Star

pursuant to Section G. Insurance of the Palmer Course Deed and Section F. Insurance of the Existing Course Deed.

7. **Right of First Refusal.** Apfel and Five Star acknowledge and agree that in addition to all other rights, privileges and easements of any nature granted to Meeske in the Grant Documents and other documents executed herein which have been conveyed to Shanty Creek, Shanty Creek owns all right, title and interest to the Right of First Refusals granted to Meeske in the Palmer Course Deed and the Existing Course Deed. In addition, Apfel and Five Star further acknowledge that the Purchase Option granted to Shanty Creek in the Palmer Course Deed and the Existing Course Deed (if Apfel or Five Star shall fail to operate and maintain the golf course(s) for a continuous period) shall not be terminated by Shanty Creek's failure to operate the resort facilities, unless said failure to operate continues for six (6) consecutive months and is not due to damage from a casualty loss which Shanty Creek intends to repair and restore, or due to any other event beyond the control of Shanty Creek.
8. **Management Agreements.** Apfel and Five Star acknowledge and agree that the Management Agreement dated May 15, 1984, between Meeske and Apfel for the existing golf course facilities (the "Existing Course Management Agreement") and the Management Agreement dated May 15, 1984, between Meeske and Five Star for the Palmer Course (the "Palmer Course Management Agreement") (the "Existing Course Management Agreement" and "Palmer Course Management Agreement" shall collectively be referred to as the "Management Agreements"), which were assigned to Shanty Creek are superseded as of the closing date of the Asset Purchase Agreement and shall be replaced by the Lease Option Agreements between Shanty Creek and Five Star and Apfel, respectively. (Collectively, the "Lease Option Agreement") Provided, however, Apfel and Five Star agree that the Management Agreements are only superseded and may be reinstated at anytime by Shanty Creek at its sole option upon the following events, (i) written notice to Five Star and Apfel of Shanty Creek's desire to reinstate same, or (ii) the termination of either Lease Option Agreement recited above between Five Star and Shanty Creek and Apfel and Shanty Creek. In the event the Management Agreements are reinstated by Shanty Creek, the parties shall be bound by all terms and conditions recited therein from the date of reinstatement which shall be the date of the notice from Shanty Creek and the Management Agreements shall continue to be in full force and effect for the balance of the terms of the Management Agreements.
9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17th day of December, 1984.

Signed in the Presence of:

/s/  
John Theirl

/s/  
A. S. Bond, Jr.

/s/  
John Theirl

/s/  
A. S. Bond, Jr.

/s/  
John Theirl

/s/  
A. S. Bond, Jr.

/s/  
John Theirl

/s/  
A. S. Bond, Jr.

/s/  
John Theirl

/s/  
A. S. Bond, Jr.

/s/  
John Theirl

/s/  
A. S. Bond, Jr.

MEESKE ENTERPRISES,  
a Michigan Co-Partnership

By: /s/  
John F. Meeske

Its: Partner

By: /s/  
Gerald A. Auger

Its: Partner

APFEL-ROWE,  
a Michigan Co-Partnership

By: /s/  
H. Grant Rowe

Its: Partner

By: /s/  
John G. Apfel

Its: Partner

SHANTY CREEK FIVE STAR  
ASSOCIATES LIMITED  
PARTNERSHIP, a Michigan  
Limited Partnership

By: PAR Associates  
Its: General Partner

By: /s/  
H. Grant Rowe

Its: General Managing  
Partner

SHANTY CREEK MANAGEMENT,  
INC., a Michigan Corporation

By: /s/  
Robert S. Kingsley

Its: Vice President

STATE OF MICHIGAN            )  
                                  ) ss.  
COUNTY OF GRAND TRAVERSE)

On this 17th day of December, 1984, before me a Notary Public in and for said County and State, personally appeared said JOHN F. MEESKE and GERALD A. AUGER on behalf of MEESKE ENTERPRISES, a Michigan Co-Partnership, and known to me to be the said persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

\_\_\_\_\_/s/\_\_\_\_\_  
Donald A. Brandt  
Notary Public County of: Grand  
Traverse  
My commission expires: 10/12/87

STATE OF MICHIGAN            )  
                                  ) ss.  
COUNTY OF GRAND TRAVERSE)

On this 17th day of December, 1984, before me a Notary Public in and for said County and State, personally appeared said H. GRANT ROWE, General Managing Partner on behalf of APFEL-ROWE, a Michigan Co-Partnership, and known to me to be the said person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

\_\_\_\_\_/s/\_\_\_\_\_  
Donald A. Brandt  
Notary Public County of: Grand  
Traverse  
My commission expires: 10/12/87

STATE OF MICHIGAN            )  
                                  ) ss.  
COUNTY OF GRAND TRAVERSE)

On this 17th day of December, 1984, before me a Notary Public in and for said County and State, personally appeared said H. GRANT ROWE, General Partner of PAR Associates on behalf of SHANTY CREEK FIVE STAR ASSOCIATES LIMITED PARTNERSHIP, a Michigan Limited Partnership, and known to me to be the said person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

\_\_\_\_\_/s/\_\_\_\_\_  
Donald A. Brandt  
Notary Public County of: Grand  
Traverse  
My commission expires: 10/12/87

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF GRAND TRAVERSE)

On this 17th day of December, 1984, before me a Notary Public in and for said County and State, personally appeared said ROBERT S. KINGSLEY on behalf of SHANTY CREEK MANAGEMENT, a Michigan Corporation, and known to me to be the said person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

\_\_\_\_\_/s/  
Donald A. Brandt  
Notary Public County of: Grand  
Traverse  
My commission expires: 10/12/87

Prepared in the Law Office of:  
When Recorded, Return to:

PAGE & ADDISON, P.C.  
14651 Dallas Parkway, Suite 700  
Dallas, Texas 75240  
By: John Theirl

AMENDMENT TO GRANT OF RIGHTS APPURTENANT

Grantor and Grantee, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, agree that the Grant of Rights Appurtenant dated February 12, 1978, by and between Grantor and Grantee, recorded in Liber 234, Page 1054, in the County Records of Antrim County, Michigan, is hereby amended as follows:

- In the Presence of:

Signed and Sealed:

Grantor:

MEESKE ENTERPRISES, a  
Michigan Co-Partnership

/s/  
Donald A. Brandt

By: /s/  
John F. Meeske

/s/  
Susan N. Killman

Its: Partner

Grantee:

DESKIN LAND TRUST,  
a Michigan Trust

/s/  
Paul I. Bare

By: /s/ Daniel M. Boone

/s/  
Donald A. Brandt

Its: Trustee for Debtor In Possession



STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF GRAND TRAVERSE)

On this 14th day of December, 1984, before me a Notary Public, in and for said County, personally appeared the above-named JOHN F. MEESKE, on behalf of MEESKE ENTERPRISES, a Michigan Co-Partnership, to me known to be the same person in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed.

\_\_\_\_\_/s/\_\_\_\_\_  
Donald A. Brandt  
Notary Public  
County: Grand Traverse  
My Commission Expires: 10/12/87

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF GRAND TRAVERSE)

On this 14th day of December, 1984, before me a Notary Public, in and for said County, personally appeared the above-named Daniel M. Boone, on behalf of the DESKIN LAND TRUST, a Michigan Trust, to me known to be the same person in and who executed the foregoing instrument, and acknowledged the same to be his free act and deed.

\_\_\_\_\_/s/\_\_\_\_\_  
Donald A. Brandt  
Notary Public  
County: Grand Traverse  
My Commission Expires: 10/12/87

Prepared in the Law Office of:  
When Recorded, Return to:  
DONALD A. BRANDT, ESQ.  
Smith, Johnson & Brandt, Attorneys, P.C.  
603 Bay Street, P.O. Box 705  
Traverse City, Michigan 49685-0705  
(616) 946-0700