

FOURTH AMENDMENT TO  
MASTER DEED  
PINEBROOK CONDOMINIUM

(Formerly Shanty Town Condominiums)

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, Second and Third Amendments to the Master Deed recorded in Liber 281, Page 1173 through 1178; Liber 287, Page 1195 through 1222 and Liber 308, Pages 661 through 668 respectively of the Records of Antrim County, Michigan hereby further amends said Master Deed pursuant to the authority of Article VIII of said Master Deed as amended and the consent of more than sixty-six and two thirds percent (66 2/3%) of the co-owners and the consent of Unit mortgagees as follows:

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

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, Antrim County Records, and including those certain rights appurtenant recorded in Liber 234, Pages 1059 through 1063 as amended in Liber 292, Pages 572 through 579, Antrim County Records.

2-3-243

2. Amend Article I, Section 4 (a). 6 of the Condominium Bylaws being Exhibit "A" to the Master Deed which presently reads as follows:

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

so that said Article I, Section 4 (a). 6 of the Condominium Bylaws being Exhibit "A" to the Master Deed shall read as follows:

6. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager, and the grant of easement by the Board of Directors to Shanty Creek Property Owners Association and its members and to such Condominium Associations and their members as may from time to time be determined by the Board of Directors in their sole discretion for the right to use the swimming pool, tennis court, lounge and meeting room and sauna bath which are general common elements of the condominium on such basis as the Board of Directors may in their sole discretion from time to time determine.

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, Second and Third Amendments to the Master Deed remain in full force and effect according to their terms and are hereby ratified, affirmed and redeclared.


DATED: September 14, 1987

WITNESSES:

BELLAIRE GROUP LIMITED  
PARTNERSHIP, a Michigan  
Limited Partnership


By: THE REAL ESTATE PLACE AT  
SHANTY CREEK, INC.

Its: General Partner

  
Patricia E. Roach

By:   
H. Grant Rowe

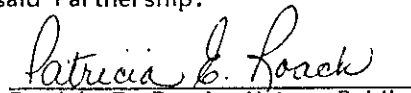
Its: President

  
Arthur S. Bond Jr.

STATE OF MICHIGAN )  
: ss.  
COUNTY OF ANTRIM )

The foregoing Fourth Amendment to Master Deed of Pinebrook was acknowledged before me this 14th day of September, 1987 by H. GRANT ROWE, President of THE REAL ESTATE PLACE AT SHANTY CREEK, INC., General Partner of BELLAIRE GROUP LIMITED PARTNERSHIP, a Michigan Limited Partnership on behalf of said Partnership.

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

  
Patricia E. Roach, Notary Public  
Antrim County, Michigan  
My Commission Expires: 1-19-88

ANTRIM COUNTY  
MICHIGAN  
RECEIVED FOR RECORD  
SEP 25 1 39 PM '87  
Wanda R. Cunniff  
REGISTER OF DEEDS

Recorded In Liber 234, Pages 1059 through 1063, Antrim County Records

GRANT OF RIGHTS APPURTENANT

This instrument made this 13th day of February, 1978 by and between Deskin Land Trust, a trust, of 555 Michigan Avenue, Petoskey, Michigan as Grantor and Meeske Enterprises, a Michigan Co-Partnership of 503 North Bridge Street, 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, 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 beach club
2. The trout pond
3. Cross country and hiking trails

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.

Dated this 13th day of February, A.D., 1978

Signed and Sealed in the Presence of:

/s/  
John W. Unger

/s/  
Daniel M. Boone

Signed and Sealed:

Deskin Land Trust, a  
Michigan Trust

By: /s/  
E. Darrell Dinwiddie

Its: Trustee

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 E. Darrell Dinwiddie, to me personally known and by me being duly sworn, did say that he is trustee of Deskin Land Trust, the Trust which executed the

foregoing instrument which was executed by said trustee on behalf of said Trust.

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

Drafted by:  
John W. Unger  
107 N. Bridge St.  
Bellaire, MI 49615

#### EXHIBIT A

- 1) The SE1/4 of the SE1/4 of Section 6, T29N, R7W.
- 2) The N1/2 of the SW1/4, and the SW1/4 of the NW Fractional 1/4, Section 4, T29N, R7W.
- 3) Government Lot 2 lying east of the Pere Marquette Railroad right-of-way and south of the East and West gravel road and west of Highway M-88, Section 31, T30N, R7W.
- 4) The Plat of East Pointe, according to the recorded plat thereof in Liber 2 of plats on page 205, excepting therefrom the following lot nos. 7, 18, 24, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 40, 47, 63, 67, 68, 69, 70, 71, 72, 73, 74, 85, 88, 89, 90, 95, 96, and 108.
- 5) Plat of Valley View, according to the recorded plat thereof, in Liber 2 of plats on page 168, excepting therefrom the following lots, 1-31 incl., 33, 34, 36, 37, 39-49 incl., and 53.
- 6) Plat of Greenside according to the recorded plat thereof, in Liber 2 of plats on page 217, excepting therefrom the following lot nos. 5, 7, 10.
- 7) All of Section 5, T29N, R7W, Custer Township, Antrim County, Michigan lying south 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 S54°27'W 70.40 feet along the west line of East Pointe Subdivision; thence N51°09'25"W 98.25 feet; thence S55°59'50"W 180.62 feet; thence S46°39'19"W 231.85 feet; thence S03°46'07"E 185.68 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 S51°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 S31°35'31"W 105.65 feet; thence S24°35'21"W 161.23 feet; thence S25°19'51"E 223.28 feet; thence S46°23'15"W 136.99 feet; thence N46°09'23"W 211.31 feet; thence N53°09'55"W 213.68 feet; thence N84°28'51"W 275.13 feet; thence N88°23'21"W 217.83 feet; thence

S88°50'58"W 117.00 feet; thence S56°41'44"W 231.10 feet; thence S67°28'12"W 117.80 feet; thence S65°14'32"W 231.12 feet; thence N52°28'55"W 186.43 feet; thence N45°46'29"W 114.35 feet; thence N20°45'59"E 184.95 feet; thence N17°39'31"E 178.13 feet; thence N17°13'25"E 137.64 feet; thence N23°00'15"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 223.28 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 916.80 feet from the NW Corner of said Section 5.

- 8) Part of Section 32, T30N, R7W described as follows: Commencing at the W1/4 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°56'13"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 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.

Together with 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°21'11"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 arch 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; 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 and restrictions of record, if any.

- 9) Commencing at the intersection of the west line of the Pere Marquette Railroad and the north line of Government Lot 2, Section 31, T30N, R7W; thence S01°30'W along the westerly line of the Pere Marquette Railroad 311.35 feet for the Place of Beginning; thence S01°30'W along the westerly line of the Pere Marquette Railroad 350.0 feet; thence S89°45'W 408.0 feet to the easterly shore of Lake Bellaire; thence N18°08'20"E along lake shore 260.7 feet; thence N00°40'E along lake shore 102.4 feet; thence N89°45'E 335.0 feet to the Place of Beginning, being a part of Government Lot 2,

Section 31, T30N, R7W, Kearney Township, Antrim County, Michigan. Said parcel extends to water's edge of Lake Bellaire with full riparian rights thereon.

EXCEPT a strip of land 15 feet wide laying west of and adjacent to a line described as: Commencing at the intersection of the west line of the Pere Marquette Railroad and the north line of Government Lot 2, Section 31, T30N, R7W; thence S01°30'W 311.35 feet; thence S89°45'W 175.0 feet for the Place of Beginning; thence S01°30'W 350.0 feet for the Place of Ending.

TOGETHER with an easement for ingress and egress over a strip of land 15 feet wide laying west of and adjacent to a line described as: Commencing at the intersection of the west line of the Pere Marquette Railroad and the north line of Government Lot 2; Section 31, T30N, R7W; thence S01°30'W 311.35 feet; thence S89°45'W 175.0 feet for the Place of Beginning; thence S01°30'W 350.0 feet for the Place of Ending.

Parcels 1 through 9 are subject to easements or restrictions of record, if any.

## PARTY WALL AGREEMENT



THIS AGREEMENT made this 17 day of December, 1984, by and between APFEL-ROWE, a Michigan Co-Partnership of Bellaire, Michigan, hereinafter referred to as the "APFEL", and MEESKE ENTERPRISES, a Michigan Co-Partnership of Bellaire, Michigan, hereinafter referred to as the "MEESKE".

WHEREAS, APFEL is the owner of certain real property located in Kearney Township, Antrim County, Michigan, more particularly described as: Commencing at the West 1/4 corner of Section 32, Town 30 North, Range 7 West; thence South 59 deg 43'34" East 1862.88 feet to the Northernmost corner of WINDCLIFF CONDOMINIUMS; thence South 46 deg 21'41" East 237.92 feet; thence South 23 deg 14'38" East 101.92 feet; thence South 5 deg 40'23" East 133.54 feet; thence South 24 deg 17'44" East 48.49 feet; thence South 43 deg 08'21" East 89.81 feet to the point of beginning of this description; thence South 89 deg 33'43" West 50. feet; thence South 9 deg 36'15" West 60.57 feet; thence South 33 deg 11'36" East 237.35 feet; thence South 77 deg 36' East 40. feet; thence North 64 deg 23' East 116. feet; thence North 25 deg 37' West 180. feet; thence North 48 deg 21'32" West 118.04 feet; thence South 63 deg 35'20" West 53. feet to the point of beginning; and

WHEREAS, MEESKE is the owner of certain real property located in Custer and Kearney Township, Antrim County, Michigan, more particularly described as: 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 deg 43'34" East 1862.88 feet to the Northernmost corner of WINDCLIFF CONDOMINIUMS; thence South 46 deg 21'41" East 237.92 feet; thence South 23 deg 14'38" East 101.92 feet; thence South 5 deg 40'23" East 133.54 feet; thence South 24 deg 17'44" East 48.49 feet; thence South 43 deg 08'21" East 89.81 feet; thence South 89 deg 33'43" West 50. feet; thence South 9 deg 36'15" West 60.57 feet; thence South 33 deg 11'36" East 237.35 feet; thence South 77 deg 36' East 40. feet; thence North 64 deg 23' East 14.1 feet to the point of beginning of this description; thence North 64 deg 23' East 91. feet; thence South 25 deg 37' East 54. feet; thence South 64 deg 23' West 91. feet; thence North 25 deg 37' West 54. feet to the point of beginning; and which property adjoins on its northern boundary APFEL's property; and

WHEREAS, the APFEL is about to erect a building on the APFEL's property, and it is desired that the Southern wall of the said contemplated building be located on the dividing line between the premises of the parties and that the said wall should be a party wall and be constructed all on APFEL's side of the dividing line.

NOW, THEREFORE, for valuable consideration and the mutual covenants and agreements herein contained, the parties hereto do hereby agree themselves, their respective heirs and assigns as follows:

## Permission to Build

1. APFEL is hereby permitted to erect the party wall as herein described pursuant to the conditions of this Agreement.

## License to Enter

2. For the purpose of erecting, extending, or repairing said party wall as may be herein provided, each party is licensed by the other party to make necessary excavations or perform other work reasonably required for the exercise of the rights provided in this Agreement.

## Location

3. The wall shall be located as herewith described: 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 deg 43'34" East 1862.88 feet to the Northernmost corner of WINDCLIFF CONDOMINIUMS; thence South 46 deg 21'41" East 237.92 feet; thence South 23 deg 14'38" East 101.92 feet; thence South 5 deg 40'23" East 133.54 feet; thence South 24 deg 17'44" East 48.49 feet; thence South 43 deg 08'21" East 89.81 feet; thence South 89 deg 33'43" West 50. feet; thence South 9 deg 36'15" West 60.57 feet; thence South 33 deg 11'36" East 237.35 feet; thence South 77 deg 36' East 40. feet; thence North 64 deg 23' East 14.1 feet to the point of beginning of this

ANTRIM COUNTY  
MICHIGAN  
RECEIVED FOR RECORD  
DEC 20 10 48 AM '84  
Wanda R. Conway  
REGISTER OF DEEDS

description; thence North 64 deg 23' East 91. feet; thence North 25 deg 37' West 1.0 foot; thence South 64 deg 23' West 91. feet; thence South 25 deg 37' East 1.0 foot to the point of beginning.

#### Use of Party Wall

4. MEESKE shall have the full right to use the party wall for the insertion of beams and utility lines or otherwise on the erection of a building upon his premises and the said party wall shall constitute the Northern wall of any building that may hereafter be erected upon the MEESKE's property; provided, however, that such use shall not injure the adjoining building and shall not impair the party wall benefits and support to which the adjoining building is entitled.

#### Right to Extend

5. Either party hereto shall have the right to extend the party wall either horizontally or vertically and to make such extension of a greater thickness of said wall or any extension thereof already built; provided, however, that such added thickness shall not be placed upon the land of the other party without his consent in writing, and that any such additions shall not injure the adjoining building and shall not impair the party wall benefits and support to which the adjoining building is entitled.

#### Right To Use Extension

6. In the event that the party wall shall be extended as herein provided, either party shall have the right to use the same for any proper purposes for which such extension may be made to the full extent of the length and height thereof in the same manner that such party is entitled under this Agreement to use the party wall as originally constructed.

#### Payment of Cost of Extension

7. In the event that the party wall is extended as herein provided, the cost and expense of such extension shall be borne by the party causing it to be made; provided, however, that should the other party then use the extension or any portion thereof as a party wall, then said party shall pay to the other party or his successor in ownership or any person claiming under or through him who may be the owner for the time being of the land upon which the party wall was originally constructed fifty (50%) percent of the cost of the extension or portion thereof used as a party wall.

#### Repairs and Maintenance

8. If it shall become necessary to repair or rebuild the wall or any portion thereof as constructed or extended, the cost of such repairing or rebuilding as to such portions of the wall at the time used by both parties shall be at the expense of both in equal shares and as to any remaining portion shall be wholly at the expense of the party who shall exclusively use that portion.

#### Destruction of Party Wall

9. In the event that the party wall is totally or partly destroyed by fire or other cause, either of the parties hereto shall have the right to reconstruct the same at his own expense if he alone intends to continue the use of the party wall, or at the expense of both parties in the event that both intend to continue the use of the party wall. In the event of reconstruction of the party wall, the proceeds of any insurance received by either party for the destruction of the wall shall be applied toward the cost of reconstruction.

#### Duration of Agreement

10. This Agreement shall be perpetual and shall constitute an easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of his respective rights in the fee of the land upon which the party wall shall stand.

#### Entire Agreement



11. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

#### Attorney's Fees

12. In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

#### Arbitration

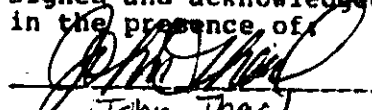
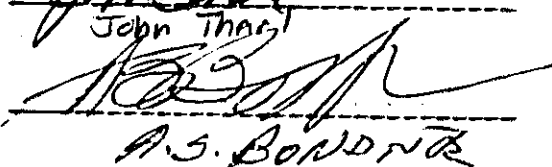
13. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

#### Binding Effect

14. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

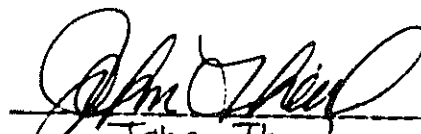
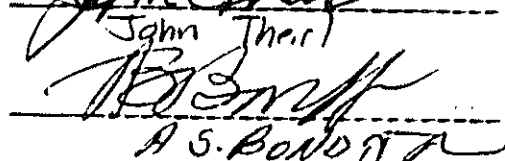
Signed and acknowledged  
in the presence of

  
John Tharr  
  
A.S. BONDNT

APFEL-ROWE


By:   
H. Grant Rowe, Partner

And:   
John Apfel, Partner

  
John Tharr  
  
A.S. BONDNT

MEESKE ENTERPRISES


By:   
John Meeske, Partner

And:   
Gerald Auger, Partner

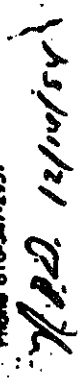
STATE OF MICHIGAN )  
: SS.  
COUNTY OF GRAND TRAVERSE)

On this 14 day of December, 1984, before me a personally appeared H. GRANT ROWE AND JOHN APFEL, known to me to be the Partners of APFEL-ROWE, a Michigan Co-Partnership; and JOHN MEESKE AND GERALD AUGER, known to me to be the Partners of MEESKE ENTERPRISES, a Michigan Co-Partnership, and acknowledged that they executed the same as their free act and deed of said Partnership.

My Commission Expires: 3-2-88

  
Donald A. Brandt, Notary Public  
Grand Traverse County, Michigan  
My Commission Expires: 10/12/87

Drafted By: When Recorded, Return to:  
Arthur S. Bond, Jr.  
Hilton Shanty Creek  
Bellaire, Michigan 49615



**NICHOLAS DE YOUNG**  
REGISTERED LAND SURVEYOR  
1107 S. Bridge St.  
CHARLEVOIX, MICHIGAN  
49720  
Phone 616-587-2957

## QUIT-CLAIM DEED FOR CORPORATION-000

AVAILABLE AT DOUBLEDAY GROS. &amp; CO., KALAMAZOO, MICH. 49001 (State Bar of Michigan Form)

LIBER 292 PAGE 573

75  
199The Grantor **F. C. DEVELOPMENT CORPORATION,**

**Michigan** corporation, whose address is **Shanty Creek Drive, Bellaire, Michigan, 49615,**  
quit-claims to **SHANTY CREEK FIVE STAR ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership,**  
whose address is **Shanty Creek Drive, Bellaire, Michigan, 49615,**  
the following described premises situated in the **Township of Kearney,** County of **Antrim,**  
and State of Michigan:

**ANTRIM COUNTY**  
**MICHIGAN**  
**RECEIVED FOR RECORD**
**Dec 20 10 48 AM '84**
**Wendell R. Connelley**  
**REGISTER OF DEEDS**

SEE ATTACHED EXHIBIT "A"

for the sum of **ONE DOLLAR (\$1.00)**Dated this **17th** day of **December**, 19 **84**.

Signed in presence of:

*[Signature]*  
*[Signature]*  
**RANDOLPH D ADDISON**

Signed:

**F. C. DEVELOPMENT CORPORATION**

(Name of Corporation) GRANTOR

By: *[Signature]*  
**H. Grant Rowe**  
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_**STATE OF MICHIGAN,**COUNTY OF **GRAND TRAVERSE** } SS.The foregoing instrument was acknowledged before me this **17th** day of **December**, 19 **84**.

by **H. Grant Rowe** and \_\_\_\_\_  
(Name(s) of Officer(s))  
the **President** and \_\_\_\_\_  
(Title(s) of Officer(s))  
of **F. C. DEVELOPMENT CORPORATION** **Michigan** corporation,  
(Name of Corporation) (State of Incorporation)  
on behalf of the corporation.

*[Signature]*  
**Donald A. Brandt**  
Notary Public, **Grand Traverse** County,  
Michigan  
My commission expires: **10-12-87**

When Recorded Return To:

**DONALD A. BRANDT, ESQ.**

(Name)

**603 Bay, P.O. Box 705**

(Street Address)

**Traverse City, MI 49685-0705**

(City and State)

Send Subsequent Tax Bills To:

GRANTEE HEREOF

Drafted By:

**Donald A. Brandt, Esq.**  
**SMITH, JOHNSON & BRANDT**  
Business Address: **ATTYS., PC**  
**603 Bay Street, Box 705**  
**Traverse City, MI 49685**

Tax Parcel #

Recording Fee

Transfer Tax

\* TYPE OR PRINT NAMES UNDER SIGNATURES.

700

EXHIBIT "A" to that certain Quit Claim Deed  
by and between F. C. DEVELOPMENT CORPORATION as Grantor  
and SHANTY CREEK FIVE STAR ASSOCIATES LIMITED PARTNERSHIP, Grantee

**SHANTY CREEK - PALMER GOLF COURSE** (Entire course description)

In the Townships of Custer and Kearney, Antrim County, Michigan; Commencing at the Northwest corner of Section 5, Town 29 North, Range 7 West; thence South  $88^{\circ}35'51''$  East along the North line of said section 321.10 feet to the point of beginning of this description; thence South  $52^{\circ}$  East 82.50 feet; thence South  $26^{\circ}32'19''$  West 790.71 feet; thence South  $51^{\circ}$  East 530. feet; thence South  $55^{\circ}$  East 700. feet; thence South  $22^{\circ}$  West 730. feet; thence South  $13^{\circ}$  West 670. feet; thence South  $23^{\circ}$  East 700. feet; thence South  $30^{\circ}$  West 760. feet to the West line of said section; thence South  $1^{\circ}09'05''$  West along the West line of said section 150. feet; thence North  $72^{\circ}46'22''$  East 1156.69 feet; thence South  $35^{\circ}$  East 570. feet; thence South  $86^{\circ}$  East 2000. feet; thence South 290. feet; thence East 850. feet; thence North  $70^{\circ}$  East 700. feet; thence North 230. feet; thence North  $60^{\circ}$  West 550. feet; thence North  $30^{\circ}$  West 665. feet; thence North  $34^{\circ}01'22''$  West 598.08 feet; thence North  $73^{\circ}$  West 600. feet; thence South  $71^{\circ}$  West 1070. feet; thence North  $74^{\circ}$  West 550. feet; thence North  $26^{\circ}$  West 550. feet; thence North  $56^{\circ}$  West 500. feet; thence North  $28^{\circ}$  East 700. feet; thence North  $85^{\circ}$  East 550. feet; thence South  $57^{\circ}$  East 130. feet; thence North  $44^{\circ}$  East 700. feet; thence North 570. feet; thence North  $17^{\circ}$  East 600. feet; thence North  $50^{\circ}$  East 700. feet; thence North 270. feet; thence North  $12^{\circ}$  West 410. feet; thence South  $81^{\circ}$  West 160. feet; thence South  $9^{\circ}$  East 400. feet; thence South  $27^{\circ}$  West 450. feet; thence South  $47^{\circ}$  West 670. feet; thence South  $25^{\circ}$  West 700. feet; thence South  $53^{\circ}$  East 530. feet; thence South  $39^{\circ}$  West 330. feet; thence South  $85^{\circ}$  West 900. feet; thence South  $30^{\circ}$  West 1050. feet; thence South  $62^{\circ}$  East 600. feet; thence South  $10^{\circ}$  West 150. feet; thence South  $28^{\circ}$  East 550. feet; thence South  $84^{\circ}$  East 750. feet; thence North  $77^{\circ}$  East 1000. feet; thence South  $72^{\circ}$  East 550. feet; thence South  $37^{\circ}$  East 1150. feet; thence South  $55^{\circ}$  East 500. feet; thence South  $70^{\circ}$  West 480. feet; thence West 500. feet; thence North 250. feet; thence North  $86^{\circ}$  West 2200. feet; thence North  $40^{\circ}$  West 700. feet; thence South  $74^{\circ}$  West 850. feet; thence North  $25^{\circ}$  East 500. feet; thence North  $28^{\circ}$  East 720. feet; thence North  $46^{\circ}$  East 180. feet; thence North  $13^{\circ}$  East 1250. feet; thence North  $5^{\circ}$  East 640. feet; thence North  $50^{\circ}$  West 450. feet; thence North  $20^{\circ}$  East 100. feet; thence North  $37^{\circ}$  West 400. feet; thence North  $57^{\circ}$  West 850. feet; thence North  $43^{\circ}$  East 600. feet; thence North  $18^{\circ}$  West 825. feet; thence East 250. feet; thence South  $19^{\circ}40'34''$  East 288.74 feet; thence South  $40^{\circ}06'22''$  East 187.41 feet; thence North  $57^{\circ}$  East 460. feet; thence North  $32^{\circ}$  East 740. feet; thence North  $34^{\circ}$  West 320. feet; thence East 100. feet; thence South  $57^{\circ}$  East 300. feet; thence South  $64^{\circ}$  East 620. feet; thence South  $55^{\circ}$  East 720. feet; thence East 100. feet to Shanty Creek Road; thence North  $10^{\circ}$  West along said road 150. feet; thence North  $53^{\circ}14'07''$  West 675.62 feet; thence North  $64^{\circ}$  West 620. feet; thence North  $57^{\circ}$  West 370. feet; thence South  $48^{\circ}$  East 260. feet; thence South  $19^{\circ}$  East 240. feet; thence South  $36^{\circ}$  West 650. feet; thence South  $57^{\circ}$  West 429.17 feet; thence North  $19^{\circ}40'34''$  West 302.77 feet; thence West 275.35 feet; thence South  $74^{\circ}$  West 122.65 feet; thence South  $13^{\circ}$  East 780.04 feet; thence South  $43^{\circ}$  West 600. feet; thence South  $52^{\circ}$  East 1217.50 feet to the point of beginning; being a part of Sections 31 and 32, Town 30 North, Range 7 West, Kearney Township, and part of Section 5, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan.

Schedule A Page ---

## QUIT-CLAIM DEED FOR CORPORATION-505

AVAILABLE AT DOUBLEDAY BROS. &amp; CO., KALAMAZOO, MICH. 49001

(State Bar of Michigan Form)

LIBER 292 PAGE 575

49  
239The Grantor **DESKIN LAND TRUST, a Michigan Trust,**

~~XXXXXXX~~, whose address is  
 210 E. Cayuga, Bellaire, MI 49615,  
 quit-claims to **SHANTY CREEK FIVE STAR ASSOCIATES LIMITED  
 PARTNERSHIP, a Michigan Limited Partnership,**  
 whose address is **Hilton Shanty Creek, Bellaire, MI 49615,**

the following described premises situated in the \_\_\_\_\_ Township  
 of **Custer**, County of **Antrim**  
 and State of Michigan:

"SEE EXHIBIT "A" ATTACHED"

SUBJECT TO AND TOGETHER with easements, rights appurtenant, reservations  
 and restrictions of record. This Deed is given in partial performance of  
 Paragraph 3(L) of that certain Land Contract between Grantor and Grantee  
 dated September, 1983, and recorded in Liber 287, Page 123 of the records  
 of Antrim County, Michigan.

for the sum of **ONE DOLLAR (\$1.00)** and no other valuable consideration-----Dated this **14th** day of **December**, 19**84**

Signed in presence of:

Signed:

\* **Paul I. Barge**

**DESKIN LAND TRUST, a Michigan Trust**  
 (Name of Grantor) **GRANTOR**

\* **Donald A. Brandt**

**Daniel M. Boone**  
 (Name of Trustee) **Trustee**

By

Its

STATE OF MICHIGAN, ) SS

COUNTY OF **Grand Traverse**The foregoing instrument was acknowledged before me this **14th** day of **December**, 19**84**.by **Daniel M. Boone** and \_\_\_\_\_

(Name(s) of Officer(s))

the **Trustee** and \_\_\_\_\_

(Title(s) of Officer(s))

of **Deskin Land Trust**(Name of ~~XXXXXXX~~)on behalf of the ~~XXXXXXX~~ trust.

**Michigan Trust**  
 (State of ~~XXXXXXX~~) ~~XXXXXXX~~

\* **Donald A. Brandt**

Notary Public, **Grand Traverse** County,  
 Michigan

My commission expires: **October 12, 1987**

When Recorded Return To:

Send Subsequent Tax Bills To:

Drafted By:

**The Real Estate Place****GRANTEE HEREOF****DONALD A. BRANDT, ESQ.**

(Name)

Business Address:

**Hilton Shanty Creek****603 Bay, P.O. Box 705**

(Street Address)

**Traverse City, MI****Bellaire, MI 49615****49685-0705**

(City and State)

Tax Parcel \*

Recording Fee

Transfer Tax

\* TYPE OR PRINT NAMES UNDER SIGNATURES.

700

DESKIN PORTION OF GOLF COURSE

In the Township of Custer, Antrim County, Michigan; Commencing at the Southwest corner of Section 8, Town 29 North, Range 7 West; thence North  $1^{\circ} 09' 05''$  East along the West line of said section 800. feet to the point of beginning of this description; thence North  $1^{\circ} 09' 05''$  East along the West line of said section 150. feet; thence North  $30^{\circ}$  East 760. feet; thence North  $23^{\circ}$  West 700. feet; thence North  $13^{\circ}$  East 670 feet; thence North  $22^{\circ}$  East 730. feet; thence North 523.50 feet; thence South  $41^{\circ} 55' 12''$  East 150.36 feet; thence South  $59^{\circ} 22' 57''$  East 56.41 feet; thence South  $5^{\circ}$  West 374.83 feet; thence South  $13^{\circ}$  West 1250. feet; thence South  $46^{\circ}$  West 180. feet; thence South  $28^{\circ}$  East 720. feet; thence South  $25^{\circ}$  West 500. feet; thence North  $74^{\circ}$  East 850. feet; thence South  $40^{\circ}$  East 700. feet; thence South  $86^{\circ}$  East 2200. feet; thence South 250. feet; thence East 500. feet; thence North  $70^{\circ}$  East 480. feet; thence North  $55^{\circ}$  West 500. feet; thence North  $37^{\circ}$  West 1150. feet; thence North  $72^{\circ}$  West 550. feet; thence South  $77^{\circ}$  West 1000. feet; thence North  $84^{\circ}$  West 750. feet; thence North  $28^{\circ}$  West 550. feet; thence North  $10^{\circ}$  East 150. feet; thence North  $62^{\circ}$  West 600. feet; thence North  $30^{\circ}$  East 623.93 feet; thence North  $65^{\circ} 01' 23''$  East 118.53 feet; thence North  $67^{\circ} 15' 43''$  East 147.80 feet; thence North  $56^{\circ} 28' 35''$  East 108.45 feet; thence South  $28^{\circ}$  West 611.80 feet; thence South  $56^{\circ}$  East 500. feet; thence South  $26^{\circ}$  East 550. feet; thence South  $74^{\circ}$  East 550. feet; thence North  $71^{\circ}$  East 1070. feet; thence South  $73^{\circ}$  East 600. feet; thence South  $34^{\circ} 01' 22''$  East 598.08 feet; thence South  $30^{\circ}$  East 665. feet; thence South  $60^{\circ}$  East 550. feet; thence South 230. feet; thence South  $70^{\circ}$  West 700. feet; thence West 850. feet; thence North 290. feet; thence North  $86^{\circ}$  West 2000. feet; thence North  $35^{\circ}$  West 570. feet; thence South  $72^{\circ} 46' 22''$  West 1157.69 feet to the point of beginning; being a part of Section 5, Town 29 North, Range 7 West. Together with all tenements, hereditaments, improvements, and appurtenances now on the land, and the non-exclusive right to use those rights appurtenant, as set forth in Liber 234, Page 1054 of the records of Antrim County, Michigan, subject to existing lease to Shell Oil Company and retention of the gas, oil and mineral rights by Seller subject to any applicable building and use restriction and subject to and together with any easements affecting the land.  
Consisting of 66.92 acres, more or less.

The above legal description represents the "as proposed golf course"; the parties understand that there may exist minor discrepancies between the legal description of the "as proposed golf course" and the legal description of the golf course which was, in fact, constructed, and agree that Grantee shall cause a true and correct survey of said golf course as actually constructed to be performed within ninety (90) days from the date hereof, and that the description herein contained shall be amended in accordance with the aforementioned understanding and the aforementioned survey.

AMENDMENT TO GRANT OF RIGHTS APPURTENANT

This instrument made this 14 day of December, 1984, by and between MEESKE ENTERPRISES, a Michigan Co-Partnership, of Bellaire, Michigan, as Grantor, and DESKIN LAND TRUST, a Trust of 555 Michigan Avenue, Petoskey, Michigan as Grantee.

Grantor and Grantee, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which 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:

1. The parties acknowledge and agree that the term "respective heirs, assigns and successors" and "successors and assigns" used in the Grant of Rights Appurtenant shall be defined and be applicable only to those parties who are presently owners at the Shanty Creek Development who purchase Shanty Creek Development property from Grantee.

2. Further, the covenant by Grantor to maintain and operate the amenities listed in the Grant of Rights Appurtenant in first class order, condition and state of repair is hereby amended to read as follows: "Grantor does undertake and covenant to maintain and operate the aforementioned amenities in good condition and state of repair."

In the Presence of

Signed and Sealed:

Grantor:

Donald A. Brandt  
Donald A. Brandt

MEESKE ENTERPRISES  
a Michigan Co-Partnership

Susan N. Killman  
Susan N. Killman

By: JOHN P. MEESKE  
Its: Partner

ANTRIM COUNTY  
MICHIGAN  
RECEIVED FOR RECORD

DEC 20 10 49 AM '84

Wanda R. Conway  
REGISTER OF DEEDS