

**SAWTOOTH**

**MASTER DEED**

**(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)**

This Master Deed is made and executed on this 12th day of May, 1983, by Apfel-Rowe, a Michigan Co-Partnership, hereinafter referred to as "Developer", whose office is situated at Hilton Shanty Creek, Bellaire, Michigan 49615, represented herein by one of its Co-Partners who is fully empowered and qualified to act in behalf of the Co-Partnership, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

**WITNESSETH:**

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plans as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Sawtooth as a Condominium Project under the Act and does declare that Sawtooth (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its' successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Sawtooth, Antrim County Condominium Subdivision Plan No. 20. The architectural plans for the Project were approved by the Township of Kearney. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimension and area of each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other Co-owners the common elements of the Condominium Project as are designated by the Master Deed.

**ARTICLE II**

**LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 133.54 feet; thence South 24 degrees 17'44" East 48.49 feet; thence

South 43 degrees 08'21" East 89.81 feet to the point of beginning of this description; thence South 45 degrees West 215. feet; thence North 86 degrees 40' West 308 feet; thence North 33 degrees West 270. feet; thence North 52 degrees 23'20" East 55.00 feet; thence South 81 degrees 11'47" East 241.18 feet; thence South 46 degrees 12'45" East 131.12 feet; thence North 89 degrees 33'43" East 230. feet to the point of beginning.

Together with the following described sewage easement:

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 degrees 10'25" East 910.38 feet; thence South 5 degrees 30'40" West 141.32 feet; thence South 58 degrees 55'38" East 258.59 feet to the point of beginning of this description; thence South 78.44 feet; thence South 57 degrees 43'50" West 209.36 feet; thence South 8 degrees 15'07" East 162.98 feet; thence South 8 degrees 43'47" East 99.99 feet; thence North 81 degrees 19'30" East 335.71 feet; thence North 185.93 feet; thence East 160. feet; thence North 10 degrees 01'37" East 357.31 feet; thence North 55 degrees 30'46" West 119.32 feet; thence South 77 degrees 26'40" West 178.20 feet; thence South 40 degrees 39'20" West 220 feet to the point of beginning as recorded in Liber 261, Page 374 through 376 as amended by amendment recorded in Liber 263, Page 515 and as further amended by amendment recorded in Liber 263, Pages 621 and 622 and as further amended by amendment recorded in Liber 263, Pages 891 and 892, all of the records of Antrim County, Michigan.

Together with the following additional sewer easement:

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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 133.54 feet; thence South 24 degrees 17'44" East 48.49 feet; thence South 43 degrees 08'21" East 89.81 feet; thence South 45 degrees West 215. feet; thence North 86 degrees 40' West 308. feet; thence North 33 degrees West 270. feet to the point of beginning of this description; thence North 52 degrees 23'20" East 22.24 feet; thence North 63 degrees 32'57" West 131.75 feet; thence North 11 degrees 27'12" West 133.75 feet to the Southwest corner of Ridgewalk Condominium; thence North 58 degrees 34'24" West 27.29 feet; thence South 11 degrees 27'12" East 162.10 feet; thence South 63 degrees 32'57" East 131.79 feet to the point of beginning, recorded in Liber 273, Page 837 of the records of Antrim County, Michigan.

Together with the following described water easement to road and utility easement:

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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 97.54 feet to the point of beginning of this description; thence North 66 degrees 56'58" East 99.19 feet; thence North 21 degrees 00'53" East 90. feet; thence South 68 degrees 59'07" East 140 feet; thence South 21 degrees 00'53" East 90. feet; thence North 68 degrees 59'07" West 111.25 feet; thence South 66 degrees 56'58" West 105.15 feet; thence South 5 degrees 40'23" East 18.02 feet; thence South 24 degrees 17'44" East 48. feet; thence South 15 degrees 42'30" West 21.07 feet; thence North 43 degrees 08'21" West 20. feet; thence North 24 degrees 17'44" West 48.49 feet; thence North 5 degrees 40'23" West 36. feet to the point of beginning as recorded in Liber 261, Page 486 through 488 of the records of Antrim County, Michigan.

Together with the following additional water easement:

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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 97.54 feet; thence North 66 degrees 56'58" East 99.19 feet; thence North 21 degrees 00'53" East 90. feet; thence South 68 degrees 59'07" East 28. feet to the point of beginning of this description; thence South 68 degrees 59'07" East 20.5 feet; thence North 33 degrees 42' East 300.

feet; thence North 56 degrees 18' West 20. feet; thence South 33 degrees 42' West 304.5 feet to the point of beginning, recorded in Liber 274, Page 489 of the records of Antrim County, Michigan.

Together with the following described road and utility easement:

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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 133.54 feet; thence South 24 degrees 17'44" East 48.49 feet to the point of beginning of this description, being the Southeasterly corner of WINDCLIFF Condominiums, thence North 70 degrees 24'35" East 176.50 feet; thence North 77 degrees 29'35" East 185 feet; thence North 55 degrees 27'35" East 110. feet to the center line of Shanty Creek Road; thence South 30 degrees 30' East along the center line of said road 66.16 feet; thence South 55 degrees 27'35" West 127.51 feet; thence South 77 degrees 29'35" West 193.77 feet; thence South 63 degrees 35'20" West 137.50 feet; thence South 89 degrees 33'43" West 230. feet; thence North 46 degrees 12'45" West 138.40 feet; thence North 25 degrees 35'08" West 278.90 feet; thence North 7 degrees 27'43" West 165.84 feet; thence North 55 degrees 15'20" West (also described as North 55 degrees 30'46" West) 360. feet; thence South 77 degrees 42'06" West 178.20 feet; thence South 40 degrees 54'46" West 220 feet; thence North 58 degrees 34'24" West 66.92 feet; thence North 40 degrees 54'46" East (also described as North 40 degrees 39'20" East) 252.98 feet; North 77 degrees 42'06" East 193.35 feet; thence South 55 degrees 15'20" East 465.76 feet; thence South 7 degrees 27'43" East 149.45 feet; thence South 25 degrees 35'08" East 256.36 feet; thence South 46 degrees 12'45" East 99.57 feet; thence North 89 degrees 33'43" East 142.27 feet to the point of beginning as recorded in Liber 261, Page 486 through 488 of the records of Antrim County, Michigan.

The referred to road easement is affected by a certain Shared Maintenance Agreement dated March 2nd, 1982 and recorded in Liber 267, Pages 965 through 968 of the records of Antrim County, Michigan, wherein the cost of maintenance of the road is shared between this Condominium, other Condominiums and the Developer.

And together with the additional road and parking easement for Sawtooth:

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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 133.54 feet; thence South 24 degrees 17'44" East 48.49 feet; thence South 43 degrees 08'21" East 89.81 feet; thence South 89 degrees 33'43" West 230. feet; thence North 46 degrees 12'45" West 131.12 feet to the point of beginning of this description; thence North 46 degrees 12'45" West 7.28 feet; thence North 25 degrees 35'08" West 170. feet; thence South 30 degrees 43' West 96.38 feet to the Southeasterly corner of a sewer easement recorded in Liber 254, Page 155; thence South 87 degrees 29'14" West along the Southerly line of said easement 110.54 feet; thence South 33.75 feet; thence South 81 degrees 11'47" East 241.18 feet to the point of beginning, as recorded in Liber 275 Page 069, of the records of Antrim County, Michigan.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of the Sawtooth Association, a Michigan Non-Profit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Sawtooth, as a Condominium. Wherever used in such documents or any other pertinent instrument the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

- B. "Arbitration Association" means the American Arbitration Association or its successor.
- C. "Association" shall mean the non-profit corporation organized under Michigan Law of which all Co-Owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- D. "Association Bylaws" means the Corporate Bylaws of Sawtooth Association, the Michigan Non-Profit Corporation organized to manage, maintain and administer the Condominium.
- E. "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof, which are portions of the Condominium Project other than the Condominium Units.
- F. "Condominium Bylaws" means Exhibit "A" hereof, being, the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3 (8) of the Act to be recorded as part of the Master Deed.
- G. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereof, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of the co-owners in the Condominiums.
- H. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Sawtooth as described above.
- I. "Condominium Project", "Condominium", or "Project" means Sawtooth as an approved Condominium Project established in conformity with the provisions of the Act.
- J. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- K. "Consolidating Master Deed" means the final amended Master Deed which shall describe Sawtooth as a completed Condominium Project, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Antrim County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Sawtooth.
- L. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more units in the Condominium Project and may include a land contract.
- M. "Developer" shall mean Apfel-Rowe, a Michigan Co-Partnership which has made and executed this Master Deed and its successors and assigns.
- N. "Unit", "Condominium Unit", or "Apartment" each mean the enclosed space constituting a single complete residential unit in Sawtooth as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "condominium unit" as defined in the Act.
- O. "Master Deed" shall mean the condominium document recording the Condominium Project to which are attached as exhibits and incorporated by reference the Bylaws for the Project and the Condominium Subdivision Plan for the Project.

- P. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.
- Q. "Convertible area" means a unit or a portion of the common elements of the condominium project referred to in the condominium documents within which additional condominium units or general or limited common elements may be created in accordance with the act and the limits of this Master Deed.

#### **ARTICLE IV**

##### **COMMON ELEMENTS**

The Common Elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land and beneficial easements described in Article II hereof, including sidewalks and parking spaces not designated as Limited Common Elements.
2. The electrical wiring network throughout the Project, including that contained within unit walls, up to the point of connection with but not including electrical fixtures, plugs and switches within any Unit.
3. The gas line network throughout the Project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit.
4. The telephone wiring network throughout the Project up to the point of entry to each unit.
5. The water distribution system throughout the Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.
6. The water and waste disposal system (including septic tank and drainage field) throughout the Project up to the point of entry to each dwelling unit.
7. Foundations, supporting columns, walls, all as shown on Exhibit "B" hereof (but not including the interior surfaces of windows and doors therein) roofs, ceilings, floor construction between unit levels, chimneys and basements.
8. The television antenna systems, including the signal splitters and electrical outlets up to the point of connection with the television antenna systems in each unit.
9. The indoor swimming pool.
10. The exterior stairs and walkway servicing the units.
11. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. The deck adjoining each unit shall be subject to the exclusive use and enjoyment of the owner of such unit.

2. The interior surfaces of walls, windows, doors, ceilings, and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-owner of such unit.
- C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:
1. The costs of management, repair and replacement of each deck described in Article IV B-1 above shall be borne by the Co-owners of the units which such deck service.
  2. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owners fault) of all surfaces referred to in Article IV B-2 above shall be borne by the Co-owner of each unit to which such Limited Common Elements are appurtenant.
  3. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.

No Co-owner shall use his unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his unit or the Common Elements.

## 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 Sawtooth 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	2.0%	Unit 20	4.0%
Unit 2	4.0%	Unit 21	2.0%
Unit 3	2.0%	Unit 22	2.0%
Unit 4	2.0%	Unit 23	4.0%
Unit 5	4.0%	Unit 24	2.0%
Unit 6	2.0%	Unit 25	2.0%
Unit 7	2.0%	Unit 26	4.0%
Unit 8	4.0%	Unit 27	2.0%
Unit 9	2.0%	Unit 28	2.0%
Unit 10	2.0%	Unit 29	4.0%
Unit 11	4.0%	Unit 30	2.0%
Unit 12	2.0%	Unit 31	2.0%
Unit 13	2.0%	Unit 32	5.0%
Unit 14	5.0%	Unit 33	2.0%
Unit 15	2.0%	Unit 34	2.0%
Unit 16	2.0%	Unit 35	5.0%
Unit 17	5.0%	Unit 36	2.0%
Unit 18	2.0%		
Unit 19	2.0%		

The determination was made after reviewing the comparative characteristics of each unit in the Project as to market value, size, location and allocable expenses of maintenance.

## ARTICLE VI

### CONVERTIBLE AREA

The Condominium Project established pursuant to the initial Master Deed of Sawtooth and consisting of 36 Units is intended to be the first stage of a Project to contain in its entirety 72 Units. Additional Units, if any, will be constructed upon all or some portion of the general common elements described as:

The East 360 feet of the following description: 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 degrees 43'34" East 1862.88 feet; thence South 46 degrees 21'41" East 237.92 feet; thence South 23 degrees 14'38" East 101.92 feet; thence South 5 degrees 40'23" East 133.54 feet; thence South 24 degrees 17'44" East 48.49 feet; thence South 43 degrees 08'21" East 89.81 feet to the point of beginning of this description; South 45 degrees West 215. feet; thence North 86 degrees 40' West 308. feet; thence North 33 degrees West 270. feet; thence North 52 degrees 23'20" East 55.00 feet; thence South 81 degrees 11'47" East 241.18 feet; thence South 46 degrees 12'45" East 131.12 feet; thence North 89 degrees 33'43" East 230. feet to the point of beginning.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the developer or its successors or assigns, from time to time, within a period ending no later than March 31, 1989, be increased by the addition to this Condominium of any portion of the future development and the construction of residential Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole judgment as may be approved by the Township of Kearney. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various Units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each Unit in Article V hereof be increased, nor shall the percentage of value assigned to each Unit in Article V hereof be diminished to less than .10 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinition's of General or Limited Common Elements as may be necessary to adequately describe and service the additional units being added to the Project by such amendment. In connection with any such amendments (s), Developer shall have the right to any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any Unit that is located on, or planned for the future development, from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all the documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the EXHIBITS hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this

Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all condominium project (or projects) to expand the Project other than as explicitly set forth herein.

## ARTICLE VII

### EASEMENTS

#### A. Easement for Maintenance of Encroachments

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit Walls) contained therein for the continuing maintenance and repair of all utilities in the condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

#### B. Easements Retained by the Developer

1. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units, in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.
2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future Owners of the land described in Article VI or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, tap, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

## ARTICLE VIII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two thirds (66 2/3%) percent of the Co-owners and of the unit mortgagees allowing one vote for each mortgage held), except as hereinafter set forth:

- A. No unit dimensions may be modified without the consent for the Co-owner of such unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any unit to which the same are appurtenant.
- B. The Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Bylaws and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments



to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owner or mortgagee in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or other agency of the Federal Government or the State of Michigan.

- C. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any unit be modified without like consent.
- D. The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of ninety-five (95%) percent of all Co-owners and all mortgagees (Allocating one vote for each mortgage held).
- E. Article VI and VII and this Article VIII, shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any unit in the Condominium for sale, or for so long as there remains under such provisions any further possibility of adding Units pursuant to the provisions of Article VI hereof.

WITNESSES:

Apfel-Rowe, a Michigan Co-partnership

\_\_\_\_\_/s/\_\_\_\_\_  
A. S. Bond, Jr.

BY: \_\_\_\_\_/s/\_\_\_\_\_  
H. Grant Rowe

\_\_\_\_\_/s/\_\_\_\_\_  
Joyce L. Eaglin

STATE OF MICHIGAN }  
                                  }  
COUNTY OF ANTRIM }

On this 12 th day of May, 1983, the foregoing Master Deed was acknowledged before me, by H. GRANT ROWE, a Co-partner of Apfel-Rowe, a Michigan Co-partnership, on behalf of said Partnership.

My commission expires:

\_\_\_\_\_/s/\_\_\_\_\_  
Joyce L. Eaglin, Notary Public  
Antrim County, Michigan

April 24, 1984

This Instrument Drafted by:

A. S. Bond, Jr., Attorney  
Hilton Shanty Creek  
Bellaire, Michigan 49615

After Recording Return To:

The Real Estate Place of Bellaire  
Hilton Shanty Creek  
Bellaire, Michigan 49615

**EXHIBIT "A"**  
**CONDOMINIUM BYLAWS**  
**SAWTOOTH**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

Section 1. Sawtooth, a residential Condominium Project located in the Township of Kearney, Antrim County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of the Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying full monthly assessments.

(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the Association, shall be given to each Co-

owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of thirty-five percent (35%) in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of accounts showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be Certified Public Accountants nor does such auditor need to be a certified auditor. Any institutional holder of a first mortgage lien on any Unit in the condominium shall be entitled to receive a copy of such annual audited financial statement with 90 days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors there elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements and other duties or provisions of or relating to directors, not inconsistent with the following shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owner. In addition to the foregoing general duties imposed by these Bylaws, of any further duties which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

1. Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

2. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
  3. To carry insurance and collect and allocate the proceeds thereof.
  4. To rebuild improvements after casualty.
  5. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
  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 in furtherance of any purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.
  7. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.
  8. To make rules and regulation in accordance with Article VI, Section 11 of these Bylaws.
  9. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
  10. To make rules and regulations and/or enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.
  11. To enforce the provisions of the Condominium Documents.
- (b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.
- (c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members as long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and

may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

Section 6. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

#### Section 7.

(a) Within one year after the initial conveyance of legal equitable title to a non-developer Co-owner of a Unit in the Project or within 120 days after conveyance of legal or equitable title to non-developer Co-owners 1/3 of the Units that may be created, whichever first occurs, the Developer shall call a special meeting of members for the purpose of electing from among the non-developer Co-owners, persons to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the initial Board of Directors and the non-developer Co-owners until a meeting of members is held in accordance with the provisions of see Paragraphs (b) and (c) hereof, at which time the Advisory Committee shall cease to exist. The initial Board of Directors and the Advisory Committee shall meet with each other at such time as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes.

(b) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least 1 director and not less than twenty-five percent (25%) of the Board of Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners fifty percent (50%) of the Units that may be created, not less than 33 1/3 % of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners shall elect all directors on the Board, except that the developer shall have the right to designate at least 1 director as long as the developer owns and offers for sale at least ten percent (10%) of the units in the project or as long as ten percent (10%) of the Units remain that may be created.

(c) Notwithstanding the formula provided in Section 7 (b) above, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units that may be created has not been conveyed; the non-developer Co-owners have the right to elect as provided in the condominium documents, a number of members of the Board of Directors of the Association of Co-owners equal to the percentages of Units they hold, and the developer has the right to elect as provided in the condominium documents, a number of members of the Board equal to the percentage of Units which are owned by the developer and for which all assessments are payable by the developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (2). Application of this subsection does not require a change in the size of the Board as determined in the condominium documents.

(d) If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under Section 7 (b) above, or if the product of the number of members of the Board multiplied by the percentage of units held by the non-developer Co-owners under subsection (3) results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners have the right to elect. After application of this formula, the developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the developer to designate 1 member as provided in Section 7 (b) above.

## ARTICLE II

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. The person designated to administer the affairs of the Association shall be assessed as the person in possession of any tangible personal property of the Project and Association owned or possessed in common by the Co-owners.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 (4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$ 1,000 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$ 1,000 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3)

assessments to purchase a Unit for use as a resident manager's Unit or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) but not including those special assessments referred to in this subparagraph 3 (a) above which shall be levied in the sole discretion of the Board of Directors shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part hereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. 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 Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit 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 Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner (s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the 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 ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a



Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges to all Units including the mortgaged Unit.)

#### Section 8.

(a) The Developer shall be responsible for payment of the full monthly Association maintenance assessment, and all special assessments, for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Completed Unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

(b) In addition to maintaining any incomplete units owned by it, the Developer shall be charged a portion of the established monthly Association assessment for each incomplete unit established in the Master Deed, whether constructed or not. Such portion shall be determined by the officers of the Association based upon the level of common expenses actually incurred in respect of such incomplete units, and it may be altered on a month-to-month basis. Each incomplete unit must, at a minimum, bear its pro-rata portion of the cost of all accounting and legal fees, public liability and casualty insurance (to the extent such incomplete units are covered by policies of insurance maintained by the Association), utility maintenance, if any, grounds maintenance (including landscaping), real estate taxes in the year of the establishment of the Condominium, maintenance of all general and limited common elements actually servicing any incomplete units, management fee, if any is charged for incomplete units and a portion of the reserve for the repair and replacement of major common elements determined according to the timing of the actual installation of the materials for whose repair and replacement this reserve has been established.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1981, as amended, shall be subject to Section 132 of the Act.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and the first mortgages or record.

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any

such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

#### ARTICLE IV

#### INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owners responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage's. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation, costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable, thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction

of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the Plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the

reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such repair, or completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interest may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests appear.

(b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interest in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the reaming Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or its otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage line on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Corporation ("FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the condominium if the loss or taking exceeds \$ 10,000 in amount or damage to a Condominium Unit covered by a mortgage purchase in whole or in part by FHLMC exceeds \$ 1,000.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party priority over any rights of first mortgagees of Condominium Unit pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. No more than four (4) persons may occupy an apartment, except in the case of apartments with lofts, in which case six (6) persons may occupy an apartment.

Section 2. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided, that the provisions of written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of this Article VI are complied with. The terms of all leases and occupancy agreements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

Section 3. No Co-owner shall make alterations in exterior appearances or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors (including screen doors), shutters or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units in any way impairs sound conditioning provisions.

In order to maintain uniformity of Condominium exterior appearance, no Co-owner shall use any color of drape or drape liner on the exterior side of the windows of his Unit other than white, nor shall any Co-owner paint the exterior surface of any door or other exterior surface to his Unit in a color or shade not approved in writing by the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household pets, except one dog and one cat per Unit, may be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board for failure by pets or their owners to observe provisions of the Bylaws or Rules and Regulations of the Association pertaining to pets. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

Section 6. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, decks, stairs and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than motor vehicles which when parked occupy no greater area than that occupied by a conventional full sized automobile may be parked or stored upon the premises of the Condominium, unless either parked in an area, if any, by the Board of Directors. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis.

Section 9. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air-rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative or each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of Members of the Association.

Section 12. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as maybe necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13.

(a) A Co-owner may rent his Unit to others, who shall occupy such Unit under and subject to all of the restrictions, conditions and terms of these Bylaws and other Condominium Documents. The Co-owner shall notify the manger of the Condominium Project of the number and names of such tenants prior to the arrival of such tenants at the Condominium Project.

(b) Tenants of non Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

1. The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

2. The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

3. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

(d) When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 14. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing.

Section 15. No unsightly condition shall be maintained upon any deck and only furniture and equipment consistent with ordinary residential and recreational use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on any deck during seasons when such areas are not reasonably in use.

Section 16. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provisions, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium Project (including the initial stage and any successive stages) are sold by the Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas to utilized to habitable status upon termination of use.

Section 18. Nothing contained in the Condominium Documents shall be construed to prohibit Developer from recording and implementing separate restrictive and affirmative covenants for the use and enjoyment of the Units on a time-share common ownership basis. Developer shall have the exclusive right to record and implement such covenants and hereby declares its intention to do so.

## **ARTICLE VII**

### **MORTGAGES**

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils, covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## **ARTICLE VIII**

### **AMENDMENTS**

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. Except as expressly limited in Section 5 of this Article VIII, these Bylaws may be amended by the Association at any regular annual meeting or special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two thirds percent (66 2/3%) of all Co-owners in number and in value.

Section 4. These Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE IX**

### **COMPLIANCE**

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.



## ARTICLE X

### DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## ARTICLE XI

### REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to the limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agent the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Articles II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$ 25 for the second violation, \$ 50 for the third violation or \$ 100 for any subsequent violation.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents or conditions of the aforesaid Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

## **ARTICLE XII**

### **SEVERABILITY**

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 20

EXHIBIT B TO THE MASTER DEED OF

SAWTOOTH, A CONDOMINIUM  
KEARNEY TOWNSHIP, ANTRIM COUNTY, MICHIGAN

277-PC 088

DEVELOPER:

APPEL - ROWE  
A MICHIGAN CO-PARTNERSHIP  
HILTON SHANTY CREEK  
BELLAIRE, MICHIGAN 49720

SURVEYOR:

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

SHEET INDEX

1. TITLE PAGE
2. SURVEY PLAN
3. SITE AND UTILITY PLAN
4. FIRST & SECOND FLOOR PLANS
5. THIRD FLOOR PLANS
6. LOFT PLANS
7. SECTION PLANS
8. SECTION PLANS

PROPERTY DESCRIPTION

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 48°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 FEET, THENCE NORTH 86°40' WEST 308 FEET, THENCE NORTH 33° WEST 270 FEET, THENCE NORTH 52°23'20" EAST 55 FEET, THENCE SOUTH 81°11'4" EAST 241.8 FEET, THENCE SOUTH 46°12'45" EAST 131.2 FEET, THENCE NORTH 89°33'43" EAST 230 FEET TO THE POINT OF BEGINNING.

ATTENTION: COUNTY REGISTRAR OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE SHEET 1, AND THE SURVEYOR'S CERTIFICATE, SHEET 2.



Nicholas B. De Young

MAY 5, 1983  
SHEET 1

# SURVEY PLAN OF SAWTOOTH A CONDOMINIUM

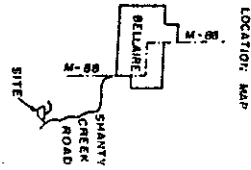
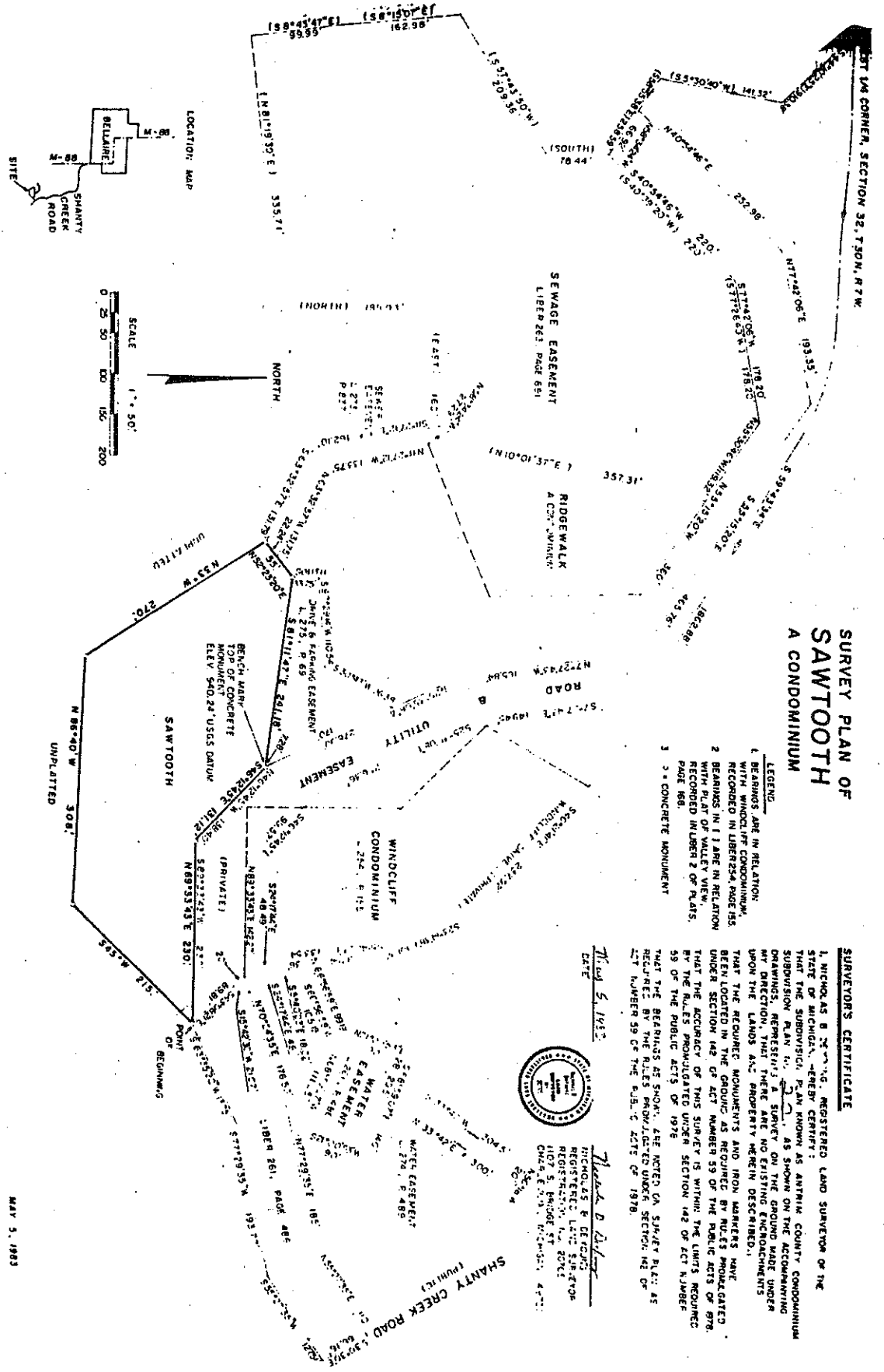
- LEGEND
- 1. BEARINGS ARE IN RELATION WITH UNPLATTED CONDOMINIUM RECORDS IN LIBER 261, PAGE 651.
  - 2. BEARINGS IN 1 ARE IN RELATION WITH PLAT OF VALLEY VIEW, RECORDED IN LIBER 2 OF PLATS, PAGE 166.
  - 3. CONCRETE MONUMENT

**SURVEYOR'S CERTIFICATE**

I, NICHOLAS B. REED, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS ANTRIM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2, 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 GROUND 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 THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLANS AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

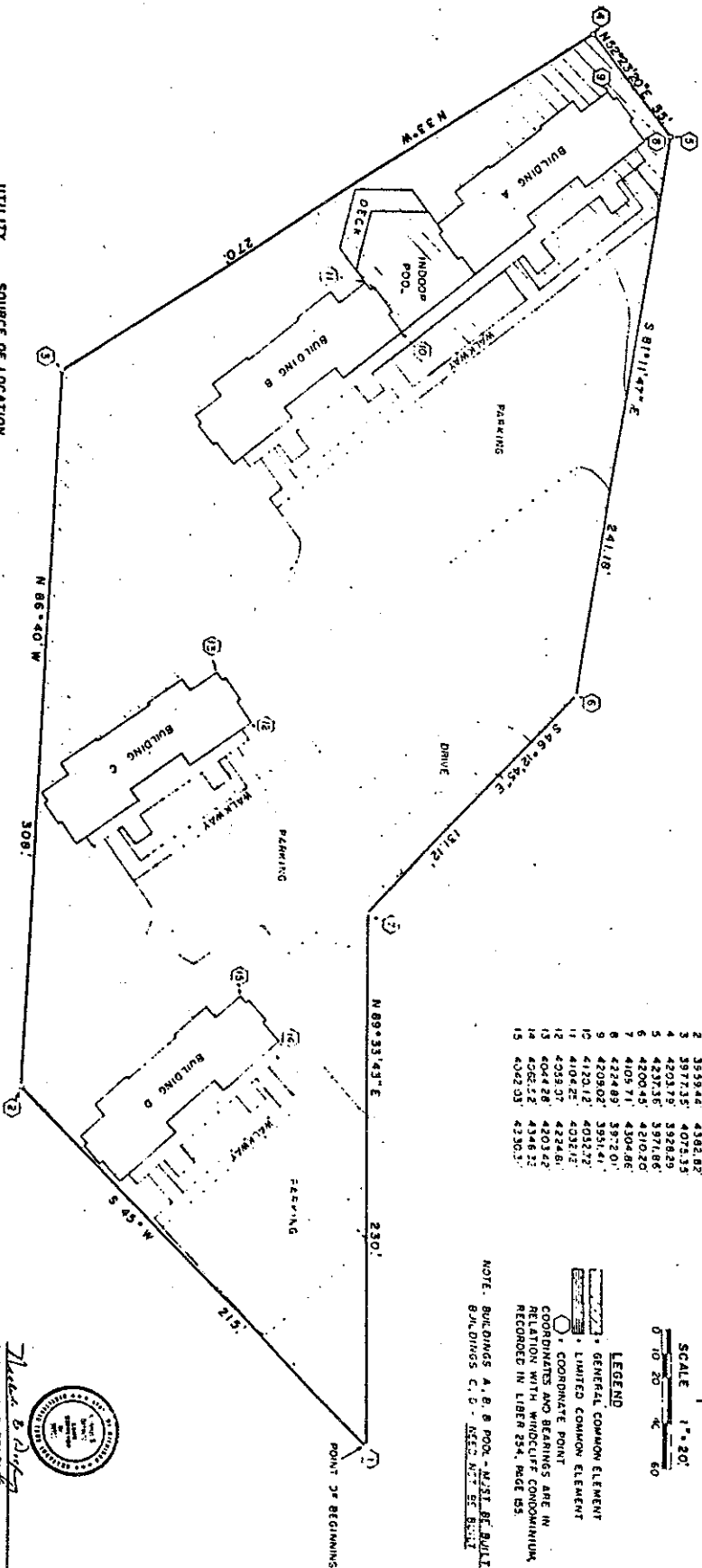
DATE: May 5, 1983

NICHOLAS B. REED  
REGISTERED LAND SURVEYOR  
1107 S. HUNTER ST  
CHAGRIN, OHIO 44024



# SITE AND UTILITY PLAN OF SAWTOOTH A CONDOMINIUM

UTILITY SOURCE OF LOCATION  
ELECTRIC - CONSUMERS POWER COMPANY  
TELEPHONE - GENERAL TELEPHONE COMPANY  
WATER & SEWER - APPEL-ROWE  
NOTE: UTILITIES ARE NOT IN NOW. THEY  
WILL BE SHOWN ON AS BUILT PLANS.



SCHEDULE OF COORDINATE POINTS

NO.	NORTH	EAST
1	4111.47	4334.65
2	3939.46	4382.82
3	3977.35	4075.35
4	4203.79	3928.29
5	4237.36	3971.86
6	4200.45	4210.20
7	4105.71	4304.86
8	4224.89	3972.01
9	4205.02	3951.41
10	4120.12	4032.72
11	4104.25	4031.12
12	4035.07	4224.61
13	4064.28	4203.52
14	4062.52	4346.52
15	4042.03	4330.31

NOTE: BUILDINGS A, B, C, D, POOL, WALKWAY, DRIVE, AND LIMITED COMMON ELEMENT ARE IN RECORD IN LIBER 274, PAGE 125.

Theresa B. Duff  
NICHOLAS B. DUFFING  
REGISTERED LAND SURVEYOR NO. 20705  
107 S BRIDGE STREET  
CHARLEVOIX, MICHIGAN 49720

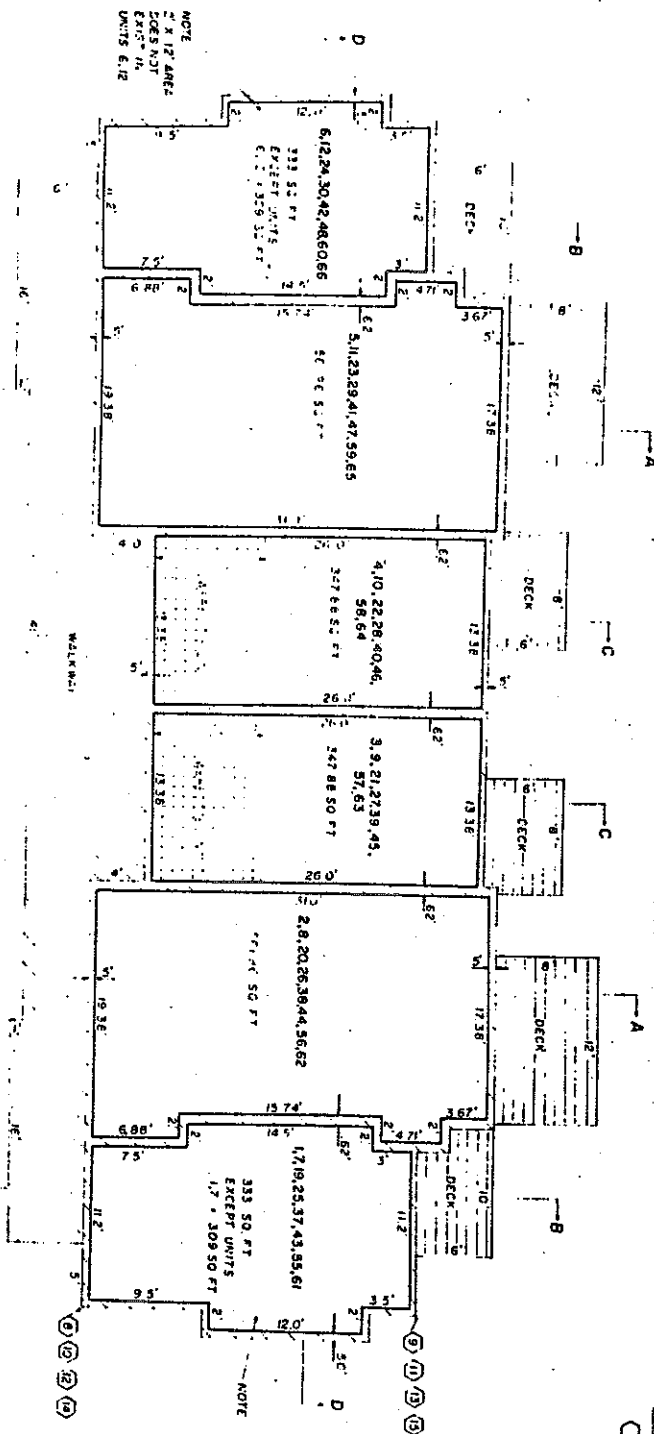
157 277 071

# FIRST & SECOND FLOOR PLAN OF BUILDINGS A, B, C, & D SAWTOOTH A CONDOMINIUM

**FIRST FLOOR**  
BUILDING A - UNITS 2, 3, 4, 5, 6  
BUILDING B - UNITS 7, 8, 9, 10, 11, 12  
BUILDING C - UNITS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30  
BUILDING D - UNITS 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48  
NEED NOT BE BUILT

OWNERSHIP LINES ARE SHOWN  
LIMITS OF OWNERSHIP  
LIMITED COMMON ELEMENTS  
GENERAL COMMON ELEMENTS  
LOWELED CEILING  
COORDINATE POINT

SCALE 1/4" = 1'-0"  
0' 2' 4' 6' 8'

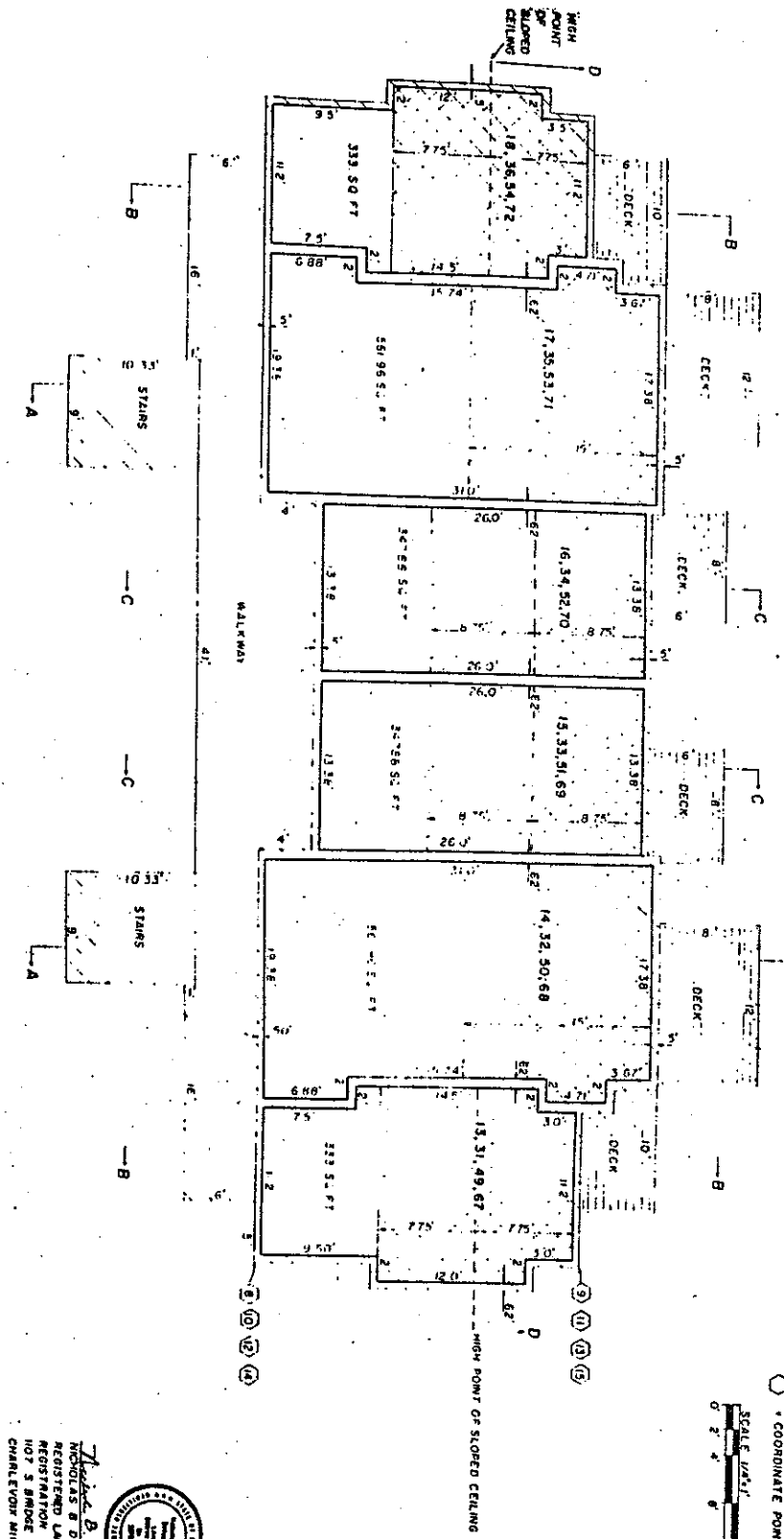


NICHOLAS R. DE TROBE  
REGISTERED LAND SURVEYOR  
NO. 10000  
NOTARY PUBLIC  
CHARLEVOIX MICH. 49720

MAY 5, 1983  
SHEET 4

# THIRD FLOOR PLAN OF BUILDINGS A,B,C,D SAWTOOTH A CONDOMINIUM

BUILDING A - UNITS 13,14,15,16,17,18 - MUST BE BUILT  
BUILDING B - UNITS 31,32,33,34,35,36 - MUST BE BUILT  
BUILDING C - UNITS 49,50,51,52,53,54 - NEED NOT BE BUILT  
BUILDING D - UNITS 67,68,69,70,71,72 - NEED NOT BE BUILT



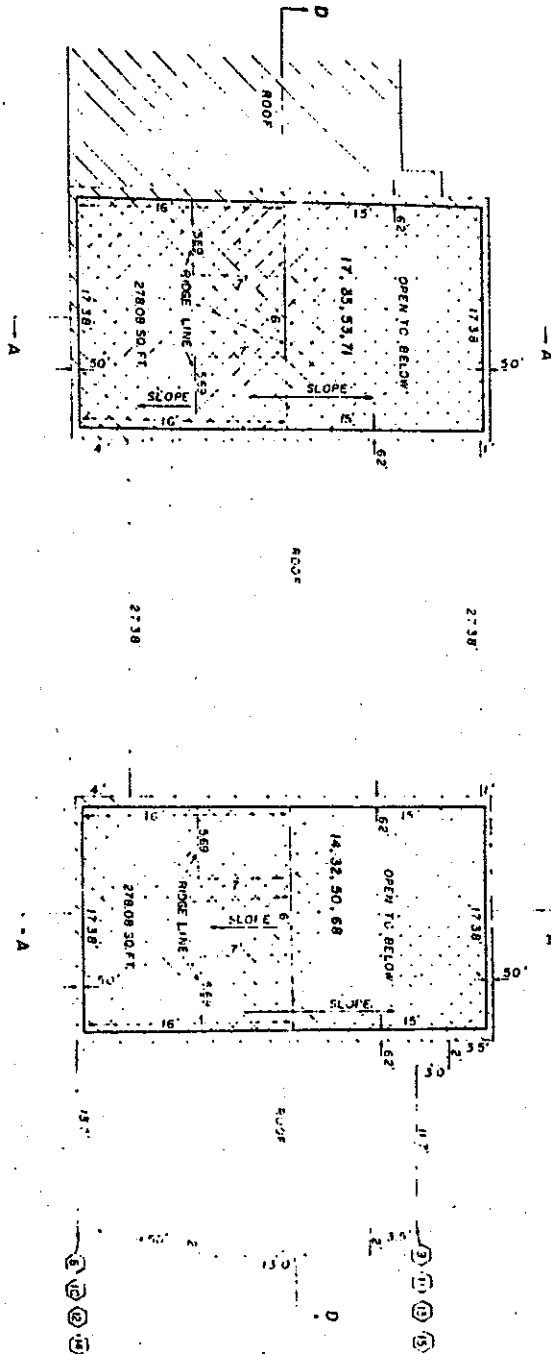
OWNERSHIP LINES ARE AT 90° TO EACH OTHER  
 - UNITS OF OWNERSHIP  
 - LIMITED COMMON ELEMENT  
 - GENERAL COMMON ELEMENT  
 - SLOPED CEILING  
 - COORDINATE POINT  
 SCALE 1/8" = 1'-0"



*Nicholas B. DeTours*  
 NICHOLAS B. DETOURS  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NO. 20703  
 107 S BRIDGE ST  
 CHARLEVOIX MICH 49720  
 MAY 5, 1983  
 SHEET 5

LOFT PLAN OF BUILDINGS A,B,C,D  
SAWTOOTH A CONDOMINIUM

OUTDING :	NITS	MUST BE BUILT
BUILDING :	NITS	MUST BE BUILT
BUILDING :	NITS	MUST NOT BE BUILT
BUILDING :	NITS	MUST NOT BE BUILT



OWNER'S LINES ARE AT 90° TO EACH OTHER

• LIMITS OF OWNERSHIP

ZZZZZ • GENERAL COMMON ELEMENT

XXXXX • SLOPED CEILING

U • COORDINATE POINT

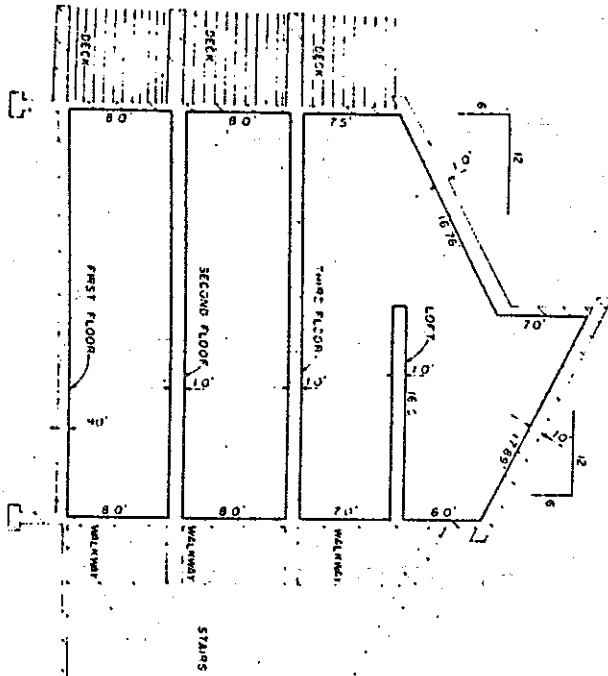
WILLIAM B. JONES  
MEMORIAL & OF YOUNG  
REGISTERED LAND SURVEYOR  
REGISTRATION NO 20705  
1107 S BRIDGE ST  
CHARLEVON WYCH 49720



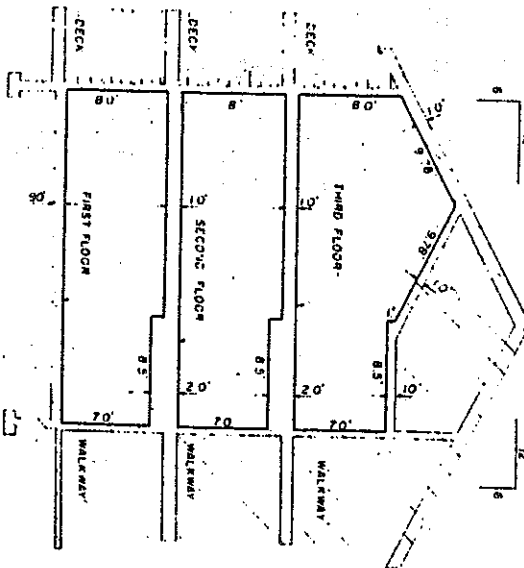


SECTION PLAN OF  
SAWTOOTH A CONDOMINIUM

SECTION A-A



SECTION C-C



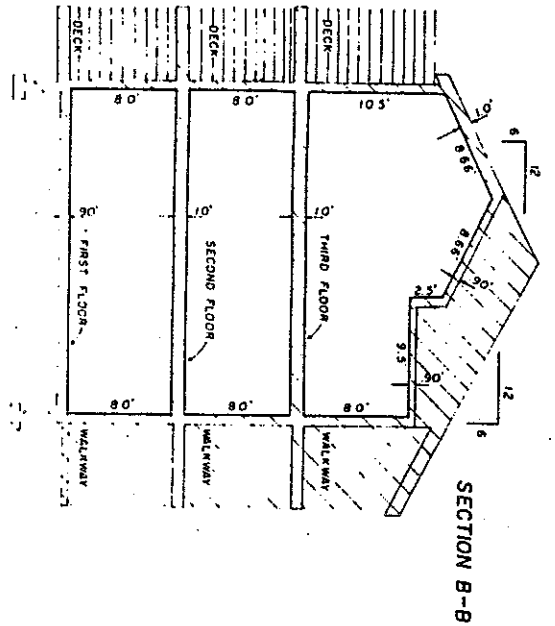
SCALE 1/4"=1'-0"

OWNERSHIP LINES ARE AT 1/4" UNLESS SHOWN OTHERWISE.  
LIMITS OF OWNERSHIP  
LIMITED COMMON ELEMENT  
GENERAL COMMON ELEMENT

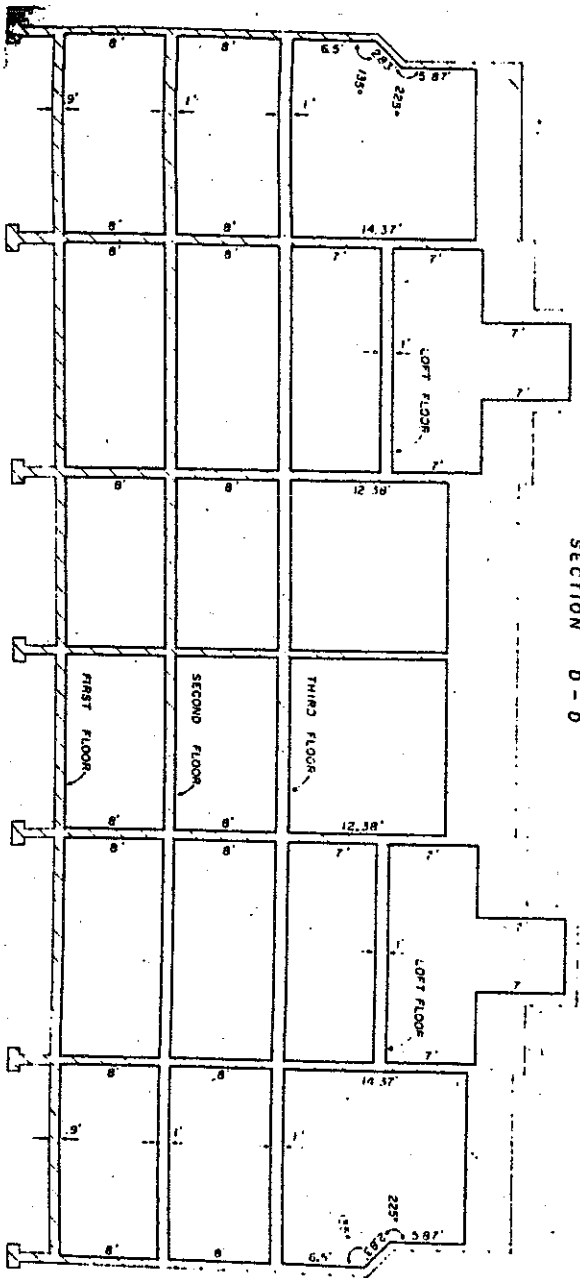


MAY 5, 1983  
SHEET 3

*Nicholas B. DeYoung*  
NICHOLAS B. DEYOUNG  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF MICHIGAN  
NO. 20705  
CHARLEVOIX, MICH. 49720



**SECTION B-B**



SECTION D - D

SECTION PLAN OF  
SAWTOOTH A CONDOMINIUM

OWNERSHIP LINES ARE AT 90° TO EACH OTHER  
UNLESS SHOWN OTHERWISE

- • LIMITS OF OWNERSHIP
- ▤▤▤▤ • LIMITED COMMON ELEMENT
- ▦▦▦▦ • GENERAL COMMON ELEMENT



NOTE:

FIRST FLOOR ELEVATIONS - U.S.G.S. DATA	
BUILDING A	909.86'
BUILDING B	909.86'
BUILDING C	920.
BUILDING D	930

MAY 5, 1965.  
 SWEET &  
 CHARLEVOIX MICH. 49720  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NO 20705  
 407 S BRIDGE ST.  
 NICHOLAS & DEYOUNG  
 206



**FIRST AMENDMENT TO MASTER DEED OF SAWTOOTH**

Apfel-Rowe, a Michigan Co-Partnership whose office is situated at Hilton Shanty Creek, Bellaire, Michigan 49615, the Developer of SAWTOOTH ("CONDOMINIUM"), a condominium project established pursuant to the Master Deed "(Master Deed)" thereof, recorded on May 13, 1983, in Liber 277, Pages 042 through 075, Antrim County Records, known as Antrim County Condominium Subdivision Plan No. 20, hereby amends the Master Deed pursuant to the authority reserved in Article VI of the Master Deed for the purposes of enlarging the Condominium from 36 Units to 72 Units by the conversion of the land described in Section 1 below from a general common elements and reallocating percentages of value set forth in Article V-B of the Master Deed. Upon recordation in the Office of the Antrim County Register of Deeds of this Amendment, the Master Deed and Exhibit B thereto shall be amended in the following manner.

1. The following land is connected to the Condominium by this Amendment: The East 360 feet of the following description.

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; 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 45 deg West 215. feet; thence North 86 deg 40' West 308. feet; thence North 33 deg West 270. feet; thence North 52 deg 23'20" East 55.00 feet; thence South 81 deg 11'47" East 241.18 feet; thence South 46 deg 12'45" East 131.12 feet; thence North 89 Deg 33'43" East 230. feet to the point of beginning.

2. Article VI of the Master Deed as recorded is hereby amended by its deletion of the legal description contained in Article VI of the Master Deed as recorded and the deleted Article VI as originally recorded shall be of no further force and effect.
3. Second Amended Article V-B of Master Deed of the Condominium as set forth below, replaces and supersedes Article V-B of the Master Deed as recorded, and original Article V-B shall be of no further force or effect.

**SECOND AMENDED ARTICLE V-B OF THE MASTER DEED OF SAWTOOTH****ARTICLE V**

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

Unit 1	1.0%	Unit 22	1.0%
Unit 2	2.0%	Unit 23	2.0%
Unit 3	1.0%	Unit 24	1.0%
Unit 4	1.0%	Unit 25	1.0%
Unit 5	2.0%	Unit 26	2.0%
Unit 6	1.0%	Unit 27	1.0%
Unit 7	1.0%	Unit 28	1.0%
Unit 8	2.0%	Unit 29	2.0%
Unit 9	1.0%	Unit 30	1.0%
Unit 10	1.0%	Unit 31	1.0%
Unit 11	2.0%	Unit 31	1.0%
Unit 12	1.0%	Unit 32	2.5%
Unit 13	1.0%	Unit 33	1.0%
Unit 14	2.5%	Unit 34	1.0%
Unit 15	1.0%	Unit 35	2.5%
Unit 16	1.0%	Unit 36	1.0%
Unit 17	2.5%	Unit 37	1.0%
Unit 18	1.0%	Unit 38	2.0%
Unit 19	1.0%	Unit 39	1.0%
Unit 20	2.0%	Unit 40	1.0%
Unit 21	1.0%	Unit 41	2.0%
		Unit 42	1.0%

Unit 43	1.0%	Unit 59	2.0%
Unit 44	2.0%	Unit 60	1.0%
Unit 45	1.0%	Unit 61	1.0%
Unit 46	1.0%	Unit 62	2.0%
Unit 47	2.0%	Unit 63	1.0%
Unit 48	1.0%	Unit 64	1.0%
Unit 49	1.0%	Unit 65	2.0%
Unit 50	2.5%	Unit 66	1.0%
Unit 51	1.0%	Unit 67	1.0%
Unit 52	1.0%	Unit 68	2.5%
Unit 53	2.5%	Unit 69	1.0%
Unit 54	1.0%	Unit 70	1.0%
Unit 55	1.0%	Unit 71	2.5%
Unit 56	2.0%	Unit 72	1.0%
Unit 57	1.0%		
Unit 58	1.0%		

The determination was made after reviewing the comparative characteristics of each unit in the Project as to market value, size, location and allocable expenses of maintenance.

4. Amended Sheets 1, 3, 4, 5 and 6 of the Condominium Subdivision Plan of the Condominium, which sheets are attached hereto, replace and supersede Sheets 1, 3, 4, 5 and 6 of the Condominium Subdivision Plan of the Condominium as presently recorded and the presently recorded 1, 3, 4, 5 and 6 shall be of no further force or effect.

Except as expressly modified hereby, the presently recorded Master Deed of the Condominium and the Bylaws and Condominium Subdivision Plan attached thereto as Exhibits A and B, respectively, remain in full force and effect according to their terms and are hereby ratified, affirmed and redeclared.

WITNESSES: APFEL-ROWE, a Michigan Co-Partnership

/s/ A. S. Bond, Jr. By: /s/ John Apfel, Co-Partner

/s/  
Joyce L. Eaglin

STATE OF MICHIGAN )

COUNTY OF ANTRIM )

The foregoing, First Amendment to Master Deed of Sawtooth was acknowledged before me this 7th day of November, 1983, by JOHN APFEL, a co-partner of APFEL-ROWE, a Michigan co-partnership, on behalf of the co-partnership.

/s/  
Joyce L. Eaglin, Notary Public  
Antrim County, Michigan  
My Commission expires: 4/28/84

First Amendment to Master Deed drafted by:

A. S. Bond, Jr.  
Hilton Shanty Creek  
Bellaire, MI 49615

When recorded, return to:

The Real Estate Place  
Hilton Shanty Creek  
Bellaire, MI 49615

REPLAT NO. 1 OF  
ANTRIM COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 20

EXHIBIT B TO THE AMENDED MASTER DEED OF

**SAWTOOTH, A CONDOMINIUM**  
KEARNEY TOWNSHIP, ANTRIM COUNTY, MICHIGAN

LIB 281 PAGE 1358

DEVELOPER:  
APPEL - ROWE  
A MICHIGAN CO-PARTNERSHIP  
HILTON SHANTY CREEK  
BELLAIRE, MICHIGAN 49615

SURVEYOR:  
MICHAELAS B. DE YOUNG  
REGISTERED LAND SURVEYOR  
1107 SOUTH BRIDGE STREET  
CHARLEVOIX MICHIGAN, 49720

SHEET INDEX

- # 1. TITLE PAGE
- # 2. SURVEY PLAN
- # 3. SITE AND UTILITY PLAN
- # 4. FIRST & SECOND FLOOR PLANS
- # 5. THIRD FLOOR PLANS
- # 6. LOFT PLANS
- # 7. SECTION PLANS
- # 8. SECTION PLANS

THE ASTERISK (\*) SHOWN IN THE SHEET INDEX  
INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED, DATED NOV. 7, 1983.  
THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE  
SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

PROPERTY DESCRIPTION

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 48°21'4" EAST 237.92 FEET,  
THENCE SOUTH 23°14'38" EAST 101.92 FEET, THENCE SOUTH 5°40'23" EAST 153.94  
FEET, THENCE SOUTH 24°17'4" EAST 98.49 FEET, THENCE SOUTH 43°08'27" EAST  
89.81 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 45°  
WEST 215.7 FEET, THENCE NORTH 86°40' WEST 308 FEET, THENCE NORTH 35° WEST  
270 FEET, THENCE NORTH 52°23'20" EAST 55. FEET, THENCE SOUTH 81°11'47"  
EAST 241.18 FEET, THENCE SOUTH 46°12'45" EAST 131.12 FEET, THENCE  
NORTH 89°33'43" EAST 230. FEET TO THE POINT OF BEGINNING.



PROPOSED NOV. 7 1983

SHEET 1

# SITE AND UTILITY PLAN OF SAWTOOTH A CONDOMINIUM

## SCHEDULE OF COORDINATE POINTS

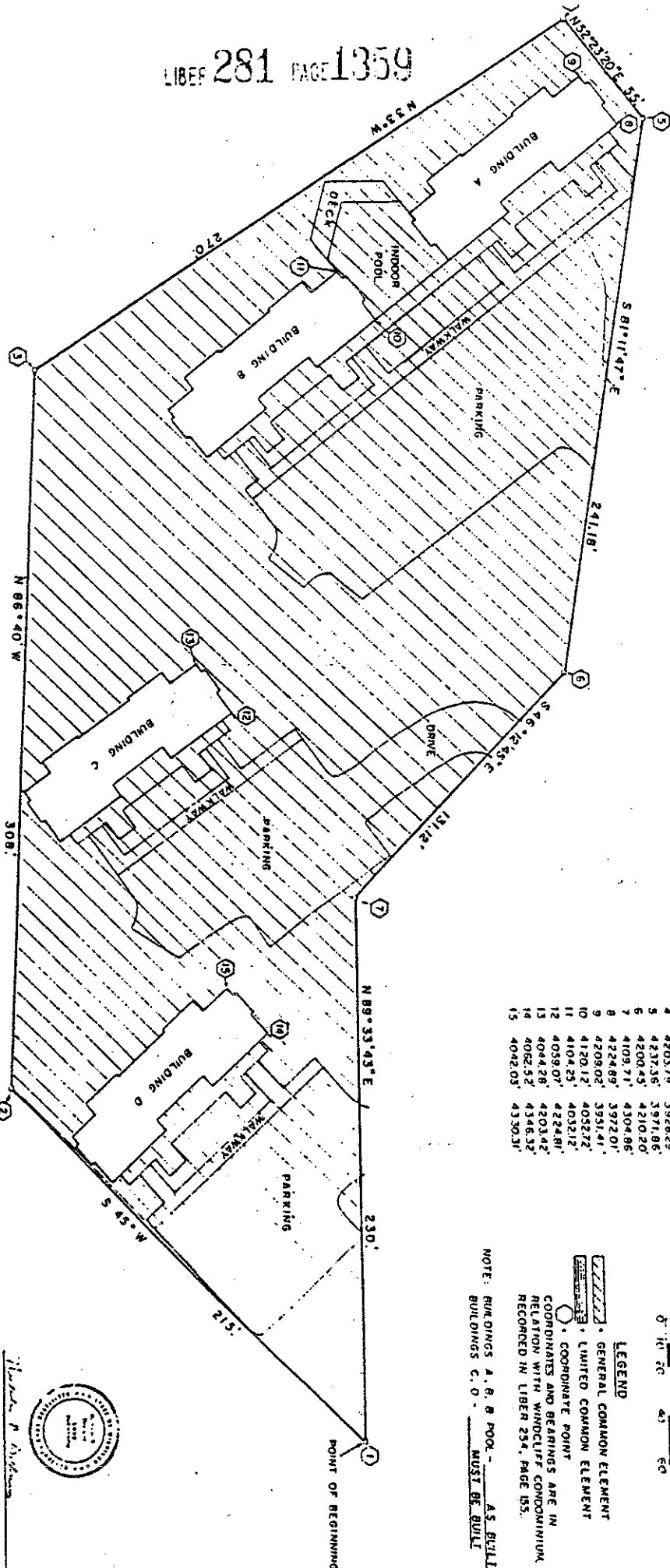
NO.	NORTH	EAST
1	4111.47	4334.65
2	3938.44	4302.82
3	3972.33	4073.35
4	4203.78	3928.29
5	4237.36	3971.06
6	4200.45	4210.20
7	4109.71	4304.66
8	4224.69	3972.07
9	4208.02	3934.41
10	4120.12	4052.72
11	4104.25	4032.12
12	4039.07	4224.81
13	4044.28	4203.42
14	4052.52	4346.37
15	4042.03	4330.31

SCALE 1" = 20'  
0 10 20 40 60

### LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE POINT
- COORDINATES AND BEARINGS ARE IN RELATION WITH WINDCUT CONDOMINIUM, RECORDED IN LIBER 234, PAGE 135.

NOTE: BUILDINGS A, B, & POOL - AS BUILT  
BUILDINGS C, D - MUST BE BUILT



### UTILITY SOURCE OF LOCATION

ELECTRIC - CONSUMERS POWER COMPANY  
TELEPHONE - GENERAL TELEPHONE COMPANY  
WATER & SEWER - APPEL-ROWE

NOTE: UTILITIES ARE NOT IN NOW, THEY WILL BE SHOWN ON AS BUILT PLANS.



NICHOLAS B. DEYOUNG  
REGISTERED LAND SURVEYOR NO. 202  
107 S BRIDGE STREET  
CHARLEVOIX, MICHIGAN 49720

PROPOSED NOV 7, 1983

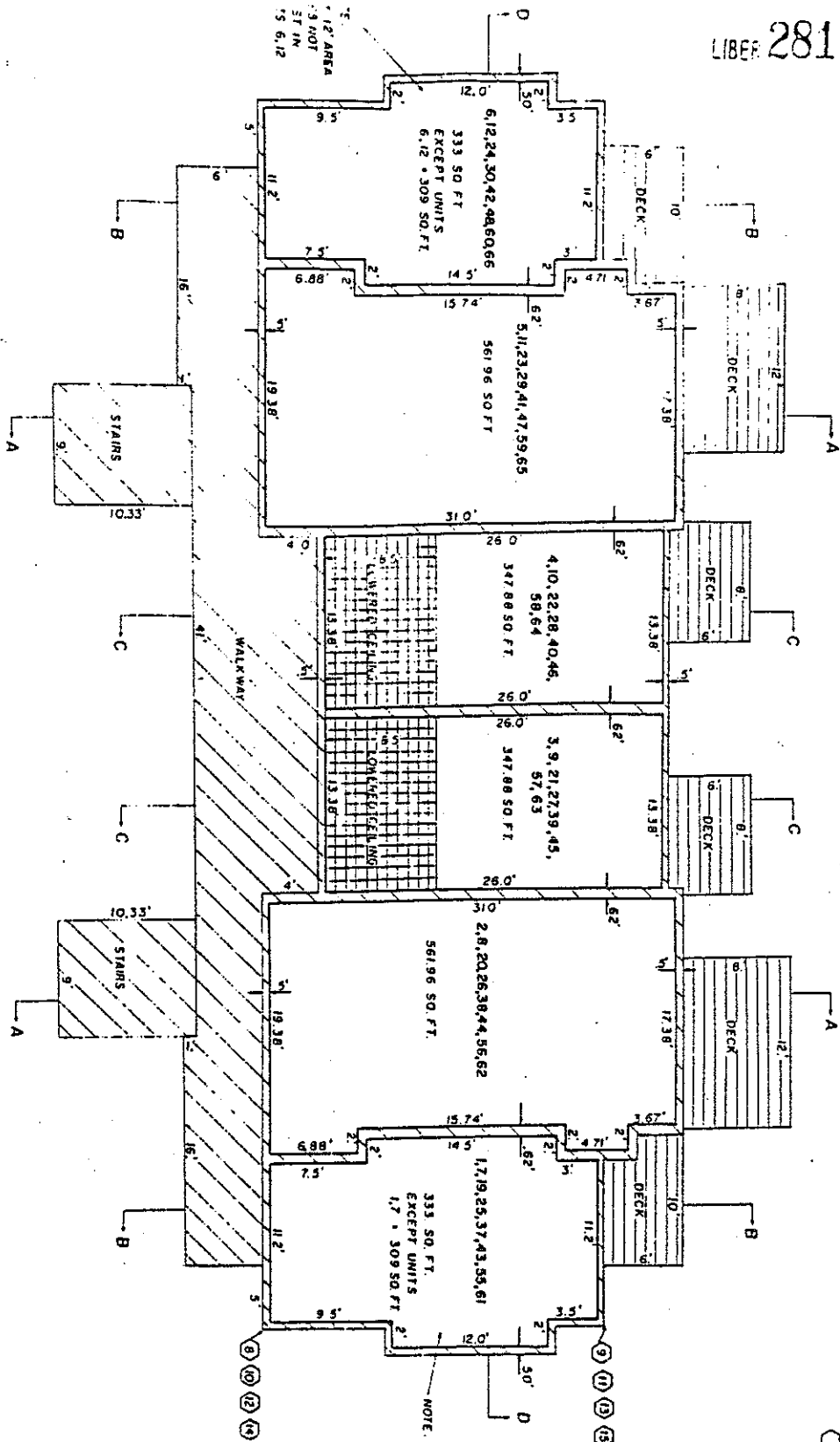
SHEET 3

# FIRST & SECOND FLOOR PLAN OF BUILDINGS A, B, C, & D SAWTOOTH A CONDOMINIUM

**FIRST FLOOR**  
BUILDING A - UNITS 1, 2, 3, 4, 5, 6  
BUILDING B - UNITS 19, 20, 21, 22, 23, 24  
BUILDING C - UNITS 37, 38, 39, 40, 41, 42  
BUILDING D - UNITS 55, 56, 57, 58, 59, 60

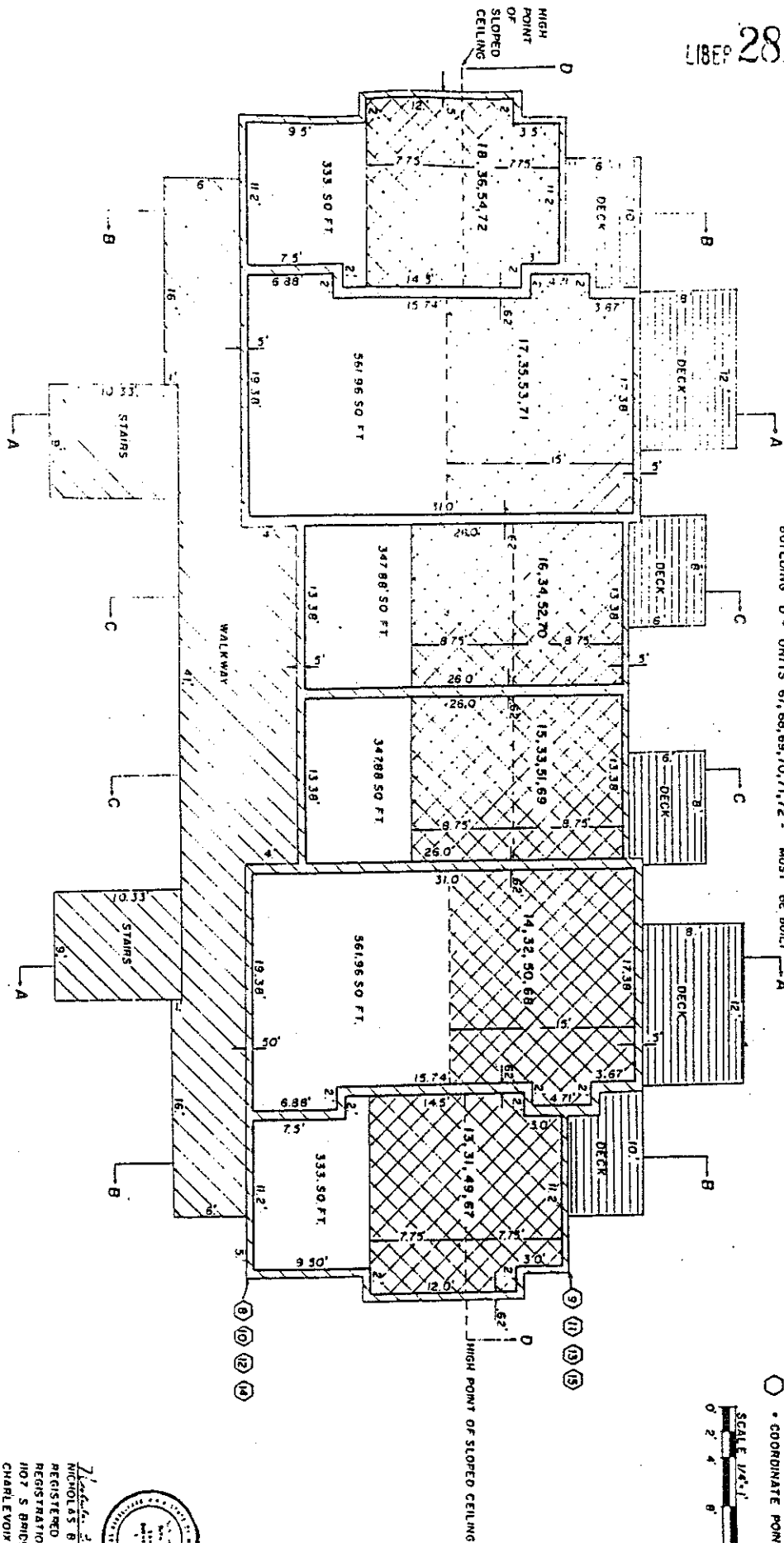
**SECOND FLOOR**  
BUILDING A - UNITS 7, 8, 9, 10, 11, 12  
BUILDING B - UNITS 25, 26, 27, 28, 29, 30  
BUILDING C - UNITS 43, 44, 45, 46, 47, 48  
BUILDING D - UNITS 61, 62, 63, 64, 65, 66

AS BUILT  
AS BUILT  
AS BUILT  
AS BUILT



# THIRD FLOOR PLAN OF BUILDINGS A,B,C,D SAWTOOTH A CONDOMINIUM

BUILDING A - UNITS 13,14,15,16,17,18 - AS BUILT  
BUILDING B - UNITS 31,32,33,34,35,36 - AS BUILT  
BUILDING C - UNITS 49,50,51,52,53,54 - MUST BE BUILT  
BUILDING D - UNITS 67,68,69,70,71,72 - MUST BE BUILT



7/1/83  
NICHOLAS B. DE VRIES  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 20705  
102 S BRIDGE ST  
CHARLEVOIX MICH 49720

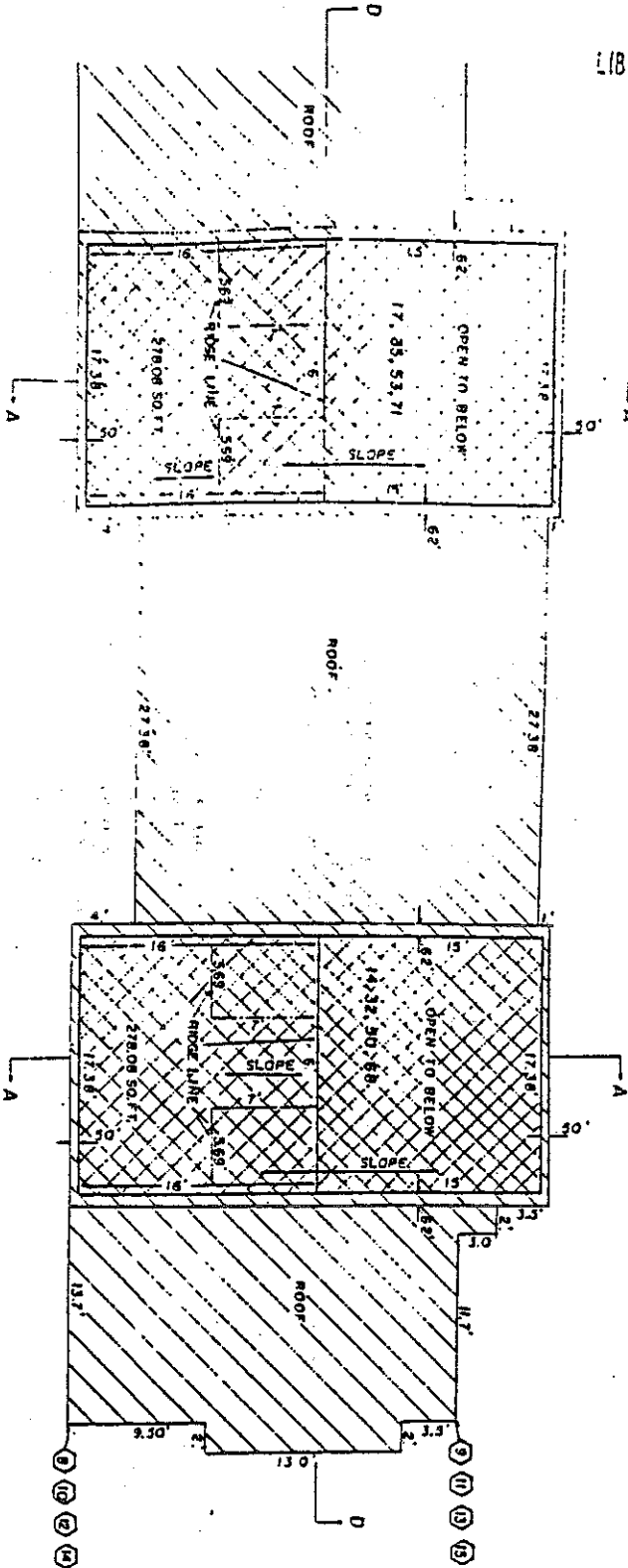


LOFT PLAN OF BUILDINGS A, B, C, D  
SAWTOOTH A CONDOMINIUM

BUILDING A UNITS 14, 17 AS BUILT  
BUILDING B UNITS 32, 35 AS BUILT  
BUILDING C UNITS 50, 53 MUST BE BUILT  
BUILDING D UNITS 68, 71 MUST BE BUILT

CANTON COUNTY  
RECEIVED FOR RECORD  
NOV 7 5 12 PM '83

W. A. R. Conaway  
REGISTER OF DEEDS



OWNERSHIP LINES ARE AT 90° TO EACH OTHER  
--- • LIMITS OF OWNERSHIP  
ZZZZZ • GENERAL COMMON ELEMENT  
XXXXX • SLOPED CEILING  
○ • COORDINATE POINT



MICHAEL S. B. CLEGG  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 20705  
607 S. BRIDGE ST.  
CHARLEVOIX MICH 49720





## SECOND AMENDMENT TO MASTER DEED OF SAWTOOTH

Apfel-Rowe, a Michigan Co-Partnership whose office is situated at Hilton Shanty Creek, Bellaire, Michigan 49615, the Developer of SAWTOOTH ("CONDOMINIUM"), a condominium project established pursuant to the Master Deed ("Master Deed") thereof, recorded on May 13, 1983, in Liber 277, Pages 042 through 075, Antrim County Records, known as Antrim County Condominium Subdivision Plan No. 20, and as amended by First Amendment to the Master Deed recorded in Liber 281, Pages 1356 through 1357 Antrim County Records, hereby further amends the Master Deed pursuant to the authority reserved in Article VIII of the Master Deed and with the consent of at least  $66 \frac{2}{3}\%$  of the co-owners and mortgagees for the purposes of amending the legal description of the Condominium as set forth in Article II of said Master Deed by deleting from the general common elements of the Condominium the land described in Paragraph 1 below and vesting title to such land in SAWTOOTH ASSOCIATION, a Michigan non-profit Corporation as an asset of said Association. Upon recordation in the Office of the Antrim County Register of Deeds of this Amendment, the Master Deed and Exhibit "B" thereto as heretofore amended shall be further amended in the following manner.

1. The following land is deleted from the Condominium by this Amendment:

In the Township of Kearney, Antrim County, Michigan; Commencing at the West  $\frac{1}{4}$  corner of Section 32, Town 30 North, Range 7 West; thence South 59 deg 43'34" East 1862.88 feet; 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 45 deg West 85. feet; thence North 9 deg 36'15" East 60.57 feet; thence North 89 deg 33'43" East 50. feet to the point of beginning.

2. As a result of the deletion set forth in Paragraph 1 above the legal description set forth in Article II of the Master Deed of Sawtooth Condominium shall be and is hereby amended to read as follows:

### ARTICLE II LEGAL DESCRIPTION

In the Township of Kearney, Antrim County, Michigan; Commencing at the West  $\frac{1}{4}$  corner of Section 32, Town 30 North, Range 7 West; thence South 59 deg 43'34" East 1862.88 feet; 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 45 deg West 85. feet to the point of beginning of this description; thence South 45 deg West 130. feet; thence North 86 deg 40' West 308. feet; thence North 33 deg West 270. feet; thence North 52 deg 23'20" East 55. feet; thence South 81 deg 11'47" East 241.18 feet; thence South 46 deg 12'45" East 131.12 feet; thence North 89 deg 33'43" East 180. feet; thence South 9 deg 36'15" West 60.57 feet to the point of beginning.

3. Amended Sheets 1, 2 and 3 of the Condominium Subdivision Plan of the Condominium, which sheets are attached hereto, replace and supersede Sheets 1, 2 and 3 of the Condominium Subdivision Plan of the Condominium as presently recorded and previously amended and the presently recorded sheets 1, 2 and 3 as previously amended shall be of no further force or effect.

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

WITNESSES;

A. S. Bond, Jr.

APFEL-ROWE, a Michigan Co-Partnership

By: H. Grant Rowe, Co-Partner

Michele R. Schultz

STATE OF MICHIGAN )

COUNTY OF ANTRIM )

The foregoing, Second Amendment to Master Deed of Sawtooth was acknowledged before me this 21st day of August, 1984, by H. Grant Rowe, a co-partner of APFEL-ROWE, a Michigan co-partnership, on behalf of the co-partnership.

James R. Monroe, Notary Public  
Antrim County, Michigan  
My Commission expires: August 18, 1986

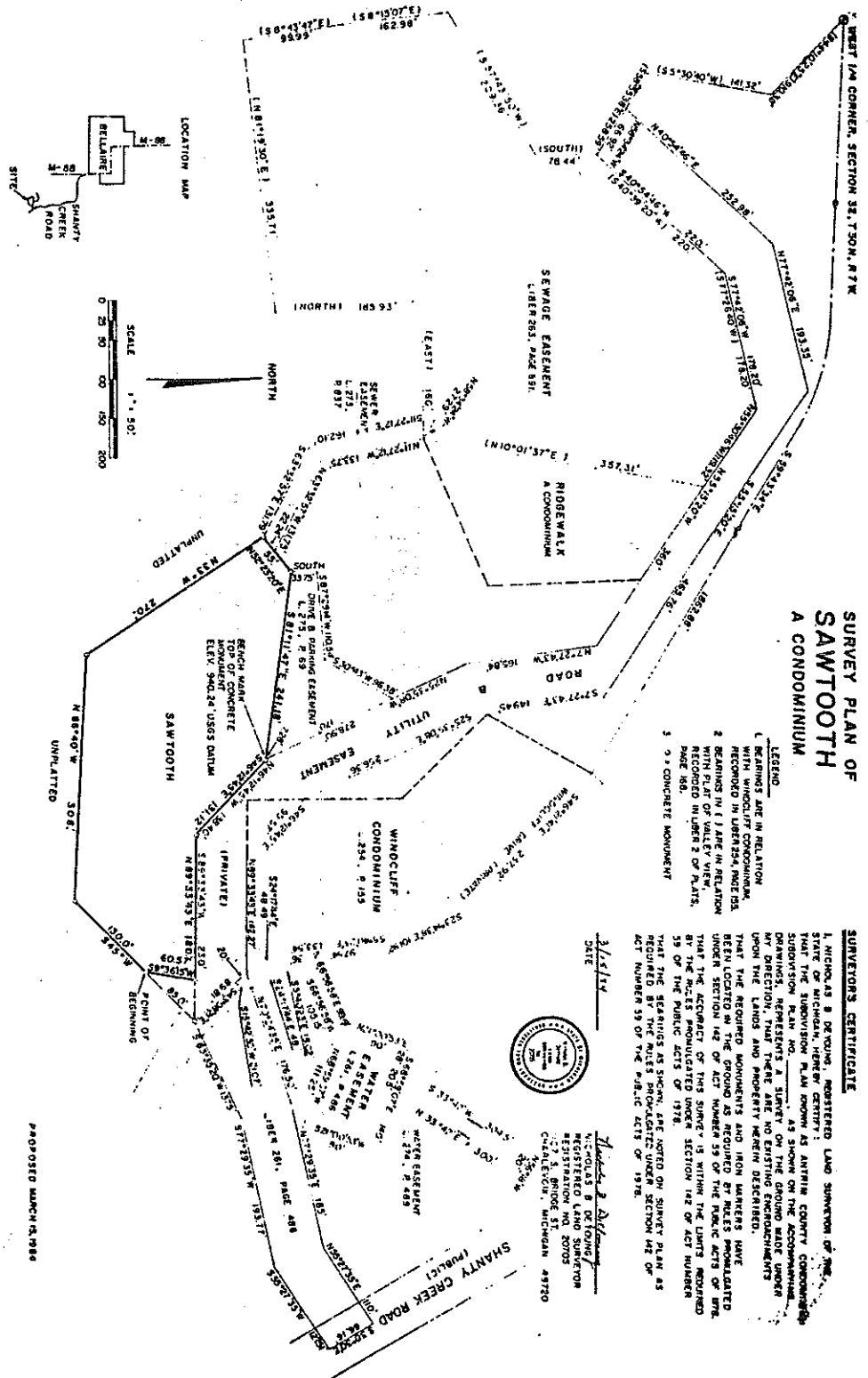
Second Amendment to Master Deed drafted by:

A. S. Bond, Jr.  
Hilton Shanty Creek  
Bellaire, Michigan 49615

When recorded, return to:

The Real Estate Place  
Hilton Shanty Creek  
Bellaire, Michigan 49615

ATTENTION: COUNTY REGISTRAR OF DEEDS - 1-24-21



# SURVEY PLAN OF SAWTOOTH A CONDOMINIUM

LEGEND  
1. BEARING ARE IN RELATION TO THE PREVIOUSLY RECORDED PLAT MONUMENTS.  
2. BEARING ARE IN RELATION TO THE PREVIOUSLY RECORDED PLAT MONUMENTS.  
3. CONCRETE MONUMENT

## SURVEYORS CERTIFICATE

I, MICHAEL S. DEVLIN, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE FOREGOING PLAT MONUMENTS AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF 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 GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 39 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE PUBLIC ACTS OF 1978, AND THAT THE SURVEY WAS COMPLETED ON SURVEY PLAN AS REQUIRED BY THE PUBLIC ACTS OF 1978, ACT NUMBER 39 OF THE PUBLIC ACTS OF 1978.



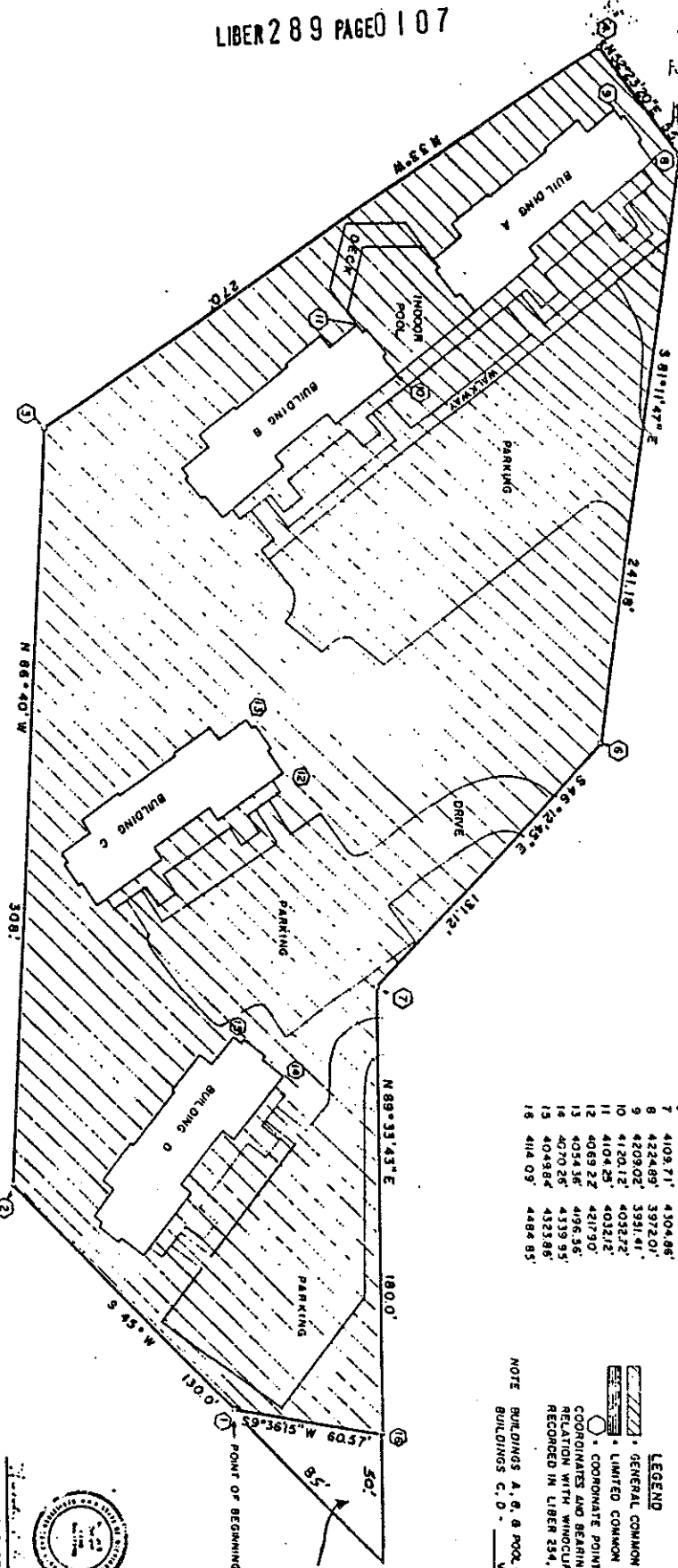
Michael S. Devlin  
REGISTERED LAND SURVEYOR  
LICENSE NO. 20705  
COLLETON, MICHIGAN 49720

PROPOSED MARCH 12, 1986

SHEET 18

ANTRIM COUNTY  
REGISTERED DEEDS  
AUG 22 9 58 AM '84

SITE AND UTILITY PLAN OF  
**SAWTOOTH**  
A CONDOMINIUM



SCHEDULE OF COORDINATE POINTS

NO.	NORTH	EAST
1	4084.37	4474.75
2	3958.44	4582.82
3	3977.35	4073.35
4	4203.79	3928.29
5	4327.36	3971.86
6	4200.45	4210.20
7	4108.71	4104.86
8	4224.89	3972.01
9	4209.02	3951.41
10	4120.12	4035.72
11	4104.25	4032.12
12	4069.22	4217.90
13	4054.36	4196.56
14	4070.26	4339.55
15	4049.84	4323.86
16	4114.09	4484.85

NOTE: BUILDINGS A, B, C, D - AS BUILT  
BUILDINGS C, D - VISIT SE. BUILT

SCALE 1"=20'

LEGEND

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
COORDINATE POINT

COORDINATES AND BEARINGS ARE IN  
RELATION WITH WHOLECRAFT CONDOMINIUM  
RECORDED IN LIBER 234, PAGE 133.



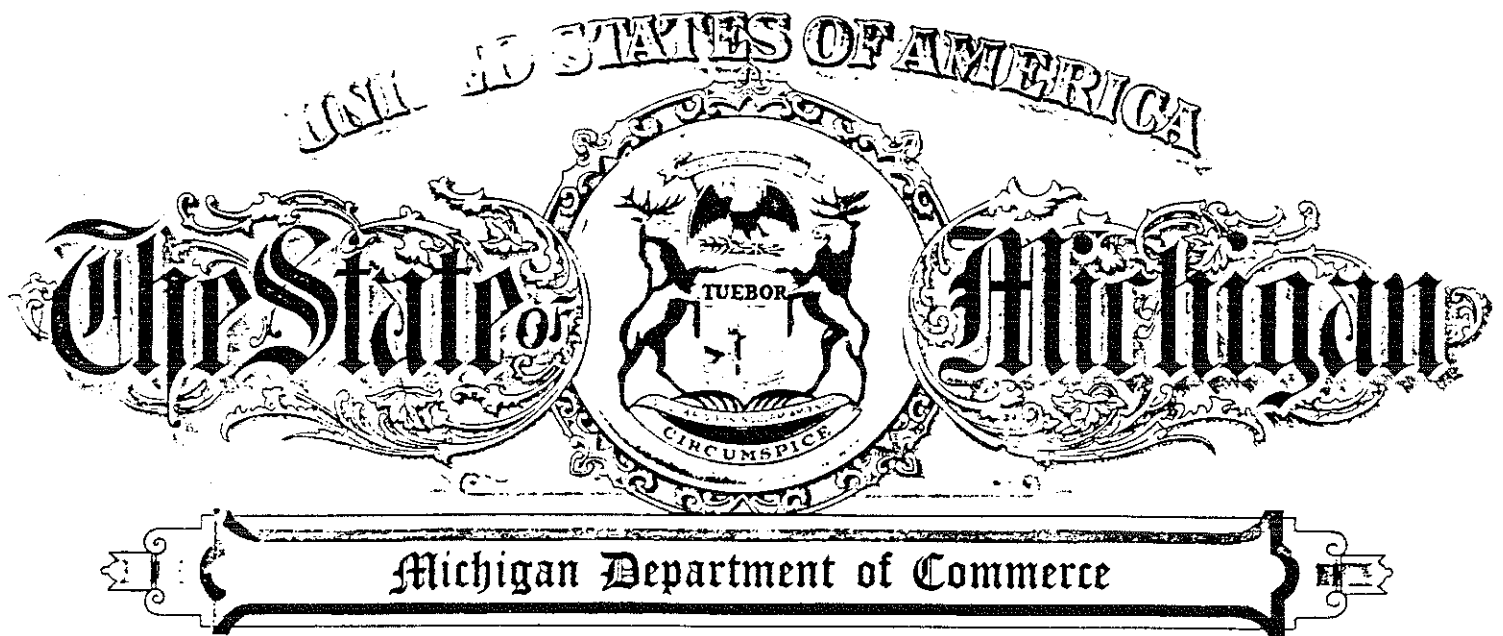
NICHOLAS B. DEVOURS  
REGISTERED LAND SURVEYOR NO. 20703  
1107 E. BRIDGE STREET  
CHARLEVOIX, MICHIGAN 49720

PROPOSED MARCH 15, 1984

UTILITY SOURCE OF LOCATION  
ELECTRIC - CONSUMERS POWER COMPANY  
TELEPHONE - GENERAL TELEPHONE COMPANY  
WATER & SEWER - APTEL-ROWE  
NOTE: UTILITIES ARE NOT IN NOW. THEY  
WILL BE SHOWN ON AS BUILT PLANS.







Lansing, Michigan

*This is to Certify That Articles of Incorporation of*

*SANTOLIN ASSOCIATION*

*were duly filed in this office on the 28TH day of OCTOBER, 19 82,*  
*in conformity with Act 284, Public Acts of 1972, as amended, and Act 327,*  
*Public Acts of 1981, as amended.*

*In testimony whereof, I have hereunto set my*  
*hand and affixed the Seal of the Department,*  
*in the City of Lansing, this 28TH day*  
*of OCTOBER, 19 82*

*Not. H. H. H.*  
*Director*

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

	Date Received							
Corporation Number				-				

## ARTICLES OF INCORPORATION

### Non-Profit Domestic Corporations

(See Instructions on Reverse Side)

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 327, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972, as amended, as follows:

#### ARTICLE I.

The name of the corporation is SAWTOOTH ASSOCIATION

#### ARTICLE II.

The purpose or purposes for which the corporation is organized are as follows:  
(See Part 2 of Instructions)

To administer the affairs of Sawtooth Condominium.

### ARTICLE III.

Said corporation is organized upon a non-stock basis.  
(Stock-share or non-stock)

(a)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is N/A  
of the par value of \$ N/A per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: N/A

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)

The amount of assets which said corporation possesses is:

\*Real Property: (Give description and value. If none, insert "none".) NONE

\*Personal Property: (Give description and value. If none, insert "none".) NONE

Said corporation is to be financed under the following general plan:

Assessment of members.

### ARTICLE IV.

(1) The address of the initial registered office is (See part 3 of Instructions)

Hilton Shanty Creek Bellaire, Michigan 49615  
(No. and Street) (Town or City) (Zip Code)

(2) The mailing address of the initial registered office is (need not be completed unless different from the above address—See part 2 of Instructions)

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Town or City) (Zip Code)

(3) The name of the initial resident agent at the registered office is

H. Grant Rowe

### ARTICLE V.

The names and addresses of the incorporators are as follows:

(At least 3 incorporators are required; See Part 4 of Instructions)

Names	Residence or Business Address
<u>H. Grant Rowe,</u>	<u>Hilton Shanty Creek, Bellaire, MI 49615</u>
<u>John Apfel,</u>	<u>Hilton Shanty Creek, Bellaire, MI 49615</u>
<u>James R. Monroe,</u>	<u>Hilton Shanty Creek, Bellaire, MI 49615</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ARTICLE VI.**

The names and addresses of the first board of directors (or trustees) are as follows:

(At least 3 directors or trustees are required; See Part 4 of Instructions)

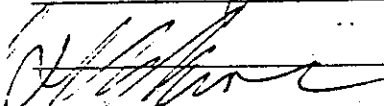
Names	Residence or Business Address
<u>H. Grant Rowe,</u>	<u>Hilton Shanty Creek, Bellaire, MT 49615</u>
<u>John Apfel,</u>	<u>Hilton Shanty Creek, Bellaire, MT 49615</u>
<u>James R. Monroe,</u>	<u>Hilton Shanty Creek, Bellaire, MT 49615</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ARTICLE VII.**

(Here insert any desired additional provisions authorized by the Acts)

These Articles of Incorporation are hereby signed by the incorporators on this 7th day of October, 1982.

  
\_\_\_\_\_  
John Apfel

  
\_\_\_\_\_  
H. Grant Rowe

  
\_\_\_\_\_  
James R. Monroe

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 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.

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

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 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.

\_\_\_\_\_/s/  
Patricia W. Savant  
Notary Public, Antrim County, MI  
My commission expires: 5/22/78

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

#### Exhibit "A"

In the Townships of Kearney and Custer, Antrim County,  
Michigan:

- 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

Recorded December 20, 1984 in Liber 292, Pages 577 through 579,  
Antrim County Records.

# AMENDMENT TO GRANT OF RIGHTS APPURTENANT

This instrument dated this 14th 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 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:

1. The parties acknowledge and agree that the term "respective heirs, assigns and successors" and "successor 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:

MEESKE ENTERPRISES, a  
Michigan Co-Partnership

By: /s/  
John F. Meeske

Its: Partner

Grantee:

DESKIN LAND TRUST,  
a Michigan Trust

By:           /s/            
Daniel M. Boone

Its: Trustee for Debtor In Possession

/s/  
Donald A. Brandt

/s/  
Susan N. Killman

/s/  
Paul I. Bare

/s/  
Donald A. Brandt



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

