

State of Michigan } Recorded 1981 Day of
County of Emmet } Oct A.D. 19 81 At 3:10
O'clock P.M. Julia E. Beer
REGISTER OF DEEDS JS

LIBER 315 PAGE 185

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS

This Easement is declared this 19th day of October, 1981 by Hideaway Development Company ("Hideaway"), a Michigan corporation, as the fee owner of the property described in Schedule A hereto (Parcel No. 1).

WHEREAS, Hideaway is also the fee owner of the property described in Schedule B hereto (Parcel No. 2); and

WHEREAS, Hideaway established an expandable condominium project pursuant to Act 59 of the Public Acts of Michigan of 1978, as amended, known as Hideaway Valley Condominium by recording a Master Deed therefore on October 10, 1979 in Liber 298, page 427 of Emmet County Records and expects to expand said condominium project into Parcel No. 2; and

WHEREAS, Hideaway wishes to declare and create non-exclusive reciprocal easements for the purpose of perpetual ingress and egress over Parcel No. 1 to and from Parcel No. 2.

NOW THEREFORE, Hideaway hereby declares and grants to the owner of Parcel No. 2 a non-exclusive easement ("Easement") over those portions of Parcel No. 1 described in Schedule C hereto, for the use and benefit of the owner of Parcel No. 2, for the purpose of ingress to and egress from Parcel No. 2, which Easement shall be perpetual and shall run with the land.

Hideaway reserves the unrestricted right of access over said Easement for any purpose (including but not limited to the movement of construction equipment and supplies) and, in particular, declares that the Owner of Parcel No. 1 shall be permitted to perpetually utilize said Easement for the purposes

of ingress to and egress from those portions of Parcel No. 1 to which such person or persons are otherwise entitled to access.

In the event that it becomes necessary to change the dimensions and specifications of any existing surface or driveway maintained over said Easement or to increase its capacity in order to provide service to additional improvements made on the Condominium, Parcel No. 1 or Parcel No. 2, the owner of the parcel or portion thereof necessitating the additional improvements shall assume and pay all costs and obligations relating thereto, but no such change or increase shall occur without the prior approval of Hideaway.

The Owner of Parcel No. 2 shall cause to be maintained, repaired, replaced and resurfaced any surface or driveway maintained over said Easement and shall cause to have made all necessary maintenance, resurfacing, repairs and replacements to the surface or driveway maintained over said Easement. In the event that the Owner of Parcel No. 2 shall fail to perform any of its obligations hereunder, Hideaway shall have the right to perform the same and the costs thereof shall be shared as provided herein, and Hideaway shall have all rights of reimbursement and collection from the Owner of Parcel No. 2.

The Owner of Parcel No. 2, including the Hideaway Association if Parcel 2 is established as a part of Hideaway Valley Condominium, or any portion or portions thereof, shall share the costs of maintenance, repair, replacement and resurfacing of any surface or driveway maintained over said Easement which share shall be determined by multiplying such costs times a fraction, the numerator of which is the number of completed

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dwelling units located on any such portion or portions of Parcel No. 2¹ and on the balance of the Condominium premises and the denominator of which is comprised of the number of such units plus all other completed dwelling units whose owners are entitled to use such Easement. Failure of any owner of Parcel No. 2 or any part thereof, to pay the required share of said costs shall operate to suspend said Easement with respect to said parcel or part thereof for so long as such costs remain unpaid. Any owner of any parcel or part thereof, entitled to utilize said Easement may waive and abandon the same by written instrument duly recorded in the Office of the Emmet County Register of Deeds in which event the responsibility of the owner of such parcel to bear a share of said costs and the right to use said Easement shall cease.

Hideaway as declarant and grantor of the Easement herein created disclaims any intent to dedicate said Easement to the public by execution hereof, although it, on behalf of itself and its successors and assigns, reserves the right, at any time, to dedicate to the public any portion of the land described as Parcel No. 1 of this Declaration for use as a public road and public right-of-way. All persons interested or to become interested in the Easement created hereby shall be deemed to have irrevocably consented to such dedication and to have irrevocably appointed Declarant and its successors and assigns as agent and attorney-in-fact for purposes of such dedication. All such interested persons acknowledge that the power of attorney hereby granted is coupled with an interest and that the purposes for which the power is granted will confer a benefit upon such interested persons.

Hideaway reserves the right to increase the property as described in Schedule B benefitted by the Easement herein by amending the property description of Parcel No. 2 in Schedule B to add such portions of Parcel No. 1 as are from time to time established as condominiums or other forms of residential development through the filing of an amendment to this instrument in the Emmet County Records containing a legal description of the land to be added to Schedule B and, at Hideaway's option, any revised descriptions of Parcel No. 1 or the Easement necessary to serve such added land. Upon the recording of any such amendment, the property described thereon shall be fully subject to the terms and conditions of this instrument.

The terms "Hideaway", "Owner of Parcel No. 1" and "Owner of Parcel No. 2" shall be deemed to include their respective successors, heirs, personal representatives and assigns, except where the context clearly dictates otherwise, it being the intent of the declarant herein that the rights and obligations created hereunder attach to and run with the land. For purposes of this instrument, the singular shall include the plural and the plural, the singular as the context dictates.

IN WITNESS WHEREOF, this instrument was executed as of this 19th day of October, 1981.

WITNESSES:

HIDEAWAY DEVELOPMENT COMPANY,
a Michigan corporation

[Signature]
Penny S. Sale
[Signature]
John M. Septic

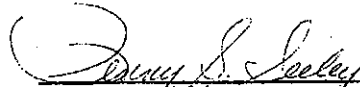
By:

[Signature]
James M. Balbraith
Its: [Signature]

STATE OF MICHIGAN)
) SS.
COUNTY OF Emmet)

LIDER 315 PART 189

On this 19th day of October, 1981, before me
a Notary Public in and for said County, personally appeared
James M. Galbraith, to me per-
sonally known, who being by me duly sworn, said that he is the
Vice President of Hideaway Development Company, a
Michigan corporation, and that said instrument was signed on
behalf of said corporation.


Notary Public, Emmet County,
Michigan.
My Commission Expires: 6/26/85

THIS INSTRUMENT DRAFTED BY:

Edward J. Kaniewski
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

WHEN RECORDED RETURN TO DRAFTER

Northwest 1/4 of Section 11, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan, except the following two parcels of land:

- (i) A parcel of land commencing at the West 1/4 corner of Section 11, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan; thence North 0° 13' 50" East 847.40 feet to the Point of Beginning; thence continuing North 0° 13' 50" East 630.46 feet; thence South 82° 24' 26" East 201.05 feet; thence North 04° 16' 20" East 78.06 feet; thence South 85° 43' 40" East 235.77 feet; thence South 30° 24' 26" East 385.40 feet; thence South 67° 25' 43" East 98.91 feet; thence South 49° 28' 56" East 515.11 feet; thence South 29° 25' 12" West 229.68 feet; thence South 77° 40' 27" West 388.87 feet; thence North 81° 44' 03" West 235.54 feet; thence North 08° 30' 17" West 304.87 feet; thence South 88° 07' 27" West 350.00 feet to the Point of Beginning, being part of the Northwest 1/4 of said Section 11, Town 35 North, Range 5 West; and
- (ii) A parcel of land commencing at the West 1/4 corner of Section 11, Town 35 North, Range 5 West, Emmet County, Michigan; thence along the East and West 1/4 line of said Section 11 South 89° 34' 45" East 1,178.03 feet; thence North 983.65 feet to the Place of Beginning; thence North 2° 07' 05" West 703.48 feet; thence North 88° 15' 24" East 230.11 feet; thence South 2° 47' 34" East 574.68 feet; thence South 59° 37' 15" West 268.92 feet to the Place of Beginning.

SCHEDULE B.
PARCEL NO. 2

LIBER 315 PAGE 191

A parcel of land in Emmet County, Michigan more particularly described as:

Commencing at the West 1/4 corner of Section 11, Town 35 North, Range 5 West, Emmet County, Michigan; thence along the East and West 1/4 line of said Section 11 South 89° 34' 45" East 1,178.03 feet; thence North 983.65 feet to the Place of Beginning; thence North 2° 07' 05" West 703.48 feet; thence North 88° 15' 24" East 230.11 feet; thence South 2° 47' 34" East 574.68 feet; thence South 59° 37' 15" West 268.92 feet to the place of beginning.

SCHEDULE C
EASEMENT

LIBER 315 PAGE 192

An Easement for ingress and egress 66 feet wide, 33 feet either side of a centerline described as:

Commencing at the West 1/4 corner of Section 11, Town 35 North, Range 5 West, Emmett County, Michigan; thence along the East and West 1/4 line of said Section 11 South, 89° 34' 45" East 1,011.51 feet; thence North 613.64 feet to the place of beginning; thence North 85° 37' 27" East 412.02 feet; thence North 89° 20' 44" East 182.94 feet; thence 276.58 feet along the arc of a circular curve to the left, radius 200.00 feet, chord North 49° 43' 44" East 255.06 feet; thence 353.03 feet along the arc of a circular curve to the right, radius 1,182.50 feet chord North 18° 39' 54" East 351.72 feet; thence North 27° 13' 04" East 251.27 feet; thence 137.36 feet along the arc of a circular curve to the left, radius 52.00 feet, chord North 48° 27' 31" West 100.77 feet; thence 196.70 feet along the arc of a circular curve to the right, radius 150.00 feet, chord North 86° 34' 03" West 182.91 feet; thence North 49° 00" West 42.00 feet; thence 135.67 feet along the arc of a circular curve to the left, radius 220.00 feet, chord North 66° 40' West 133.53 feet; thence 79.61 feet along the arc of a circular curve to the left, radius 108.00 feet, chord South 74° 33' West 77.82 feet, thence South 53° 26' West 42.00 feet; thence 122.55 feet along the arc of a circular curve to the right, radius 94.00 feet, chord North 89° 13' 04" West 114.05 feet to the place of ending.

State of Michigan }
County of Emmet }

Recorded 19th Day of Oct
A.D. 1981 At 3:05
Julia E. Boer
REGISTER OF DEEDS MB

LIBER 315 PAGE 176

DECLARATION OF UTILITY EASEMENTS

These Easements are declared this 19th day of October, 1981 by Hideaway Development Company ("Hideaway"), a Michigan corporation, as the fee owner of the property described in Schedule A hereto (Parcel No. 1).

WHEREAS, Hideaway is also the fee owner of the property described in Schedule B hereto (Parcel No. 2); and

WHEREAS, Hideaway established an expandable condominium project pursuant to Act 59 of the Public Acts of Michigan of 1978, as amended, known as Hideaway Valley Condominium (the "Condominium") by recording a Master Deed therefore on October 10, 1979 in Liber 298, page 427 of Emmet County Records, and expects to expand said condominium project into Parcel No. 2; and

WHEREAS, Hideaway wishes to declare and create on Parcel No. 1 perpetual easements for the benefit of Parcel No. 2 for the purposes of installation and maintenance of (i) a sanitary sewer transmission main and (ii) a water distribution main.

NOW, THEREFORE, Hideaway hereby declares and grants to the Owner of Parcel No. 2 (i) an easement as described in Schedule C hereto for the use and benefit of the owner of Parcel No. 2 for the purposes of the installation, service, maintenance and operation, and repair of a water distribution main and related facilities, which easement shall be perpetual and shall run with the land; and (ii) an easement as described in Schedule D hereto for the use and benefit of the owner of Parcel No. 2 for the purposes of the installation, service, maintenance, operation and repair of a sanitary sewer transmission main and related facilities which easement shall be

perpetual and shall run with the land ((i) and (ii) collectively, the "Easements"). Notwithstanding the foregoing, this declaration shall not be construed as creating any rights in or for the benefit of the general public.

Hideaway reserves for itself the unrestricted right to utilize, tap, tie into, extend, or enlarge said Easements for any purpose, including future development on Parcel No. 1.

The owner of Parcel No. 2 may use each main and all related facilities located on Parcel No. 1 for the purpose of providing water and sewer service for normal residential and recreational uses to all dwelling units, community buildings, service buildings and swimming pools, existing or to be constructed on Parcel No. 2.

The Owner of Parcel No. 2 shall cause to be operated, managed and maintained each main and shall cause to have made all necessary repairs, replacements, and alterations to each main and related facilities and equipment. In the event that the Owner of Parcel No. 2 shall fail to perform any of its obligations hereunder, Hideaway shall have the right to perform the same and the costs thereof shall be shared as provided herein, and Hideaway shall have all rights of reimbursement and collection from the Owner of Parcel No. 2.

The Owner of Parcel No. 2, including the Hideaway Valley Condominium Association if Parcel No. 2 is established as a part of the Hideaway Valley Condominium, or any portion or portions thereof shall share the costs of operation, maintenance, repair, or replacement of each main maintained over the respective easements which share shall be determined by multiplying such costs times a fraction, the numerator of which is

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the number of completed dwelling units located on any such portion or portions of Parcel No. 2 and on the balance of the Condominium premises and the denominator of which is comprised of the number of such units plus all other completed dwelling units whose owners are entitled to use such Easements.

In the event that it becomes necessary to change the dimensions and specifications of existing sewer or water mains or to increase their capacity in order to provide service to additional improvements made on the Condominium, Parcel No. 1 or Parcel No. 2, the owner of the parcel or portion thereof necessitating the additional improvements shall assume and pay all costs and obligations relating to change or the increase in the capacity of the sewer or water mains, as the case may be, but no such change or increase shall occur without the prior approval of Hideaway.

Failure of any Owner of Parcel No. 2 or any part thereof to pay the required share of said costs shall give Hideaway the right, at its option, (i) to terminate the right of the defaulting party to use the Easement until payment has been made or (ii) to pay any outstanding amount due on behalf of the defaulting party and seek reimbursement and collection of such amounts from said defaulting party.

Hideaway as declarant and grantor of the Easements herein created disclaims any intent to dedicate said Easements to the public by execution hereof, although it, on behalf of itself and its successors and assigns, reserves the right, at any time, to dedicate to the public any portion of the land described as Parcel No. 1 of the Declaration for use as a public sewer main or public water main. All persons interested or to become interested in the Easements created hereby shall be deemed to have irrevocably consented to such dedication and to have irrevocably appointed declarant and its successors and

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assigns as agent and attorney-in-fact for the purposes of such dedication. All such interested persons acknowledge that the power of attorney hereby granted is coupled with an interest and that the purposes for which the power is granted will confer a benefit upon such interested persons.

Hideaway reserves the right to increase the property as described in Schedule B benefitted by the Easements herein by amending the property description of Parcel No. 2 in Schedule B to add such portions of Parcel No. 1 as are from time to time established as condominiums or other forms of residential development through the filing of an amendment to this instrument in the Emmet County Records containing a legal description of the land to be added to Schedule B and, at Hideaway's option, any revised descriptions of the Parcel No. 1 or of Easements necessary to serve such added land. Upon the recording of any such amendment, the property described therein shall be fully subject to the terms and conditions of this instrument.

The terms "Hideaway" "Owner of Parcel No. 1" and "Owner of Parcel No. 2" shall be deemed to include their respective successors, heirs, personal representatives, and assigns except where the context clearly dictates otherwise, it being the intent of the declarant herein that the rights and obligations created hereunder attach to and run with the land. For purposes of this instrument, the singular shall include the plural and the plural, the singular, as the context dictates.

IN WITNESS WHEREBY, this instrument was executed as of this 19th day of October, 1981.

WITNESSES:

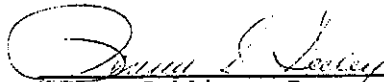
HIDEAWAY DEVELOPMENT COMPANY, a Michigan corporation

[Signature]
Penny S. Seely
[Signature]
John M. Septic

By: [Signature]
James M. Galbraith
Its: [Signature]
Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF Emmet)

On this 19th day of October, 1981, before me a Notary Public in and for said County, personally appeared James M. Galbraith, to me personally known, who being by me duly sworn, said that he is the Vice President of Hideaway Development Company, a Michigan corporation and that said instrument was signed on behalf of said corporation.


Notary Public, Emmet County,
Michigan
My Commission Expires: 6/26/85

Drafted by, and when recorded return to:

Edward Kaniewski
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
35th Floor - 400 Renaissance Center
Detroit, Michigan 48243

SCHEDULE A
PARCEL NO. 1

LIBER 315 PAGE 181

Northwest 1/4 of Section 11, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan, except the following two parcels of land:

- (i) A parcel of land commencing at the west 1/4 corner of Section 11, T35N, R5W, Little Traverse Township, Emmet County, Michigan, thence N 0°-13'-50" E 847.40 feet to the point of beginning; thence continuing N 0°-13'50" E 630.46 feet; thence S 82°-24'26" E 201.05 feet; thence N 04°-16'20" E 78.06 feet; thence S 85°-43'-40" E 235.77 feet; thence S 30°-24'-26" E 385.40 feet; thence S 67°-25'-43" E 98.91 feet; thence S 49°-28'-56" E 515.11 feet; thence S 29°-25'-12" W 229.68 feet; thence S 77°-40'-27" W 388.87 feet; thence N 81°-44'03" W 235.54 feet; thence N 08°-30'-17" W 304.87 feet; thence S 88°-07'-27" W 350.00 feet to the point of beginning, being part of the Northwest 1/4 of said Section 11, T35N, R5W; and
- (ii) A parcel of land commencing at the West 1/4 corner of Section 11, T35N, R5W, Emmet County, Michigan, thence along the East and West 1/4 line of said Section 11 S 89°-34'-45" E 1178.03 feet; thence North 983.65 feet to the place of beginning; thence N 2°-07'-05" W 703.48 feet; thence N 88°-15'-24" E 230.11 feet; thence S 2°-47'-34" E 574.68 feet; thence S 59°-37'-15" W 268.92 feet to the place of beginning.

SCHEDULE B
PARCEL NO. 2

LIBER 315 PAGE 182

A parcel of land commencing at the West 1/4 corner of Section 11, T35N, R5W, Emmet County, Michigan, thence along the East and West 1/4 line of Said Section 11 S 89°-34'-45" E 1178.03 feet; thence North 983.65 feet to the place of beginning; thence N 2°-07'-05" W 703.48 feet; thence N 88°-15'-24" E 230.11 feet; thence S 2°-47'-34" E 574.68 feet; thence S 59°-37'-15" W 268.92 feet to the place of beginning.

SCHEDULE C
WATER DISTRIBUTION MAIN EASEMENT

An Easement for the installation and maintenance of a water distribution main 20 feet wide 10 feet either side of a centerline described as:

Commencing at the West 1/4 corner of Section 11, T35N, R5W, Emmet County, Michigan; thence along the East and West 1/4 line of said Section 11 S 89°-34'-45" E 1,178.03 feet; thence North 983.65 feet; thence N 59°-37'-15" E 258.92 feet to the place of beginning; thence S 21°-08'-12" W 329.95 feet to the place of ending.

SCHEDULE D
SANITARY SEWER LINE EASEMENT

An Easement for the installation and maintenance of a sanitary sewer line 20 feet wide 10 feet either side of a centerline described as:

Commencing at the West 1/4 corner of Section 11, T35N, R5W, Emmet County, Michigan; thence along the east and west 1/4 line of said Section 11 S 89°-34'-45" E 1178.03 feet; thence North 983.65 feet; thence N 59°-37'-15" E 112.00 Feet to the place of beginning; thence S 53°-20' E 84.52 feet; thence S 21°-08'-12" W 153.5 feet; thence N 89°-25'-19" W 202.24 feet to the place of ending.