

State of Michigan } Recorded 1st Day of  
County of Emmet } Oct A.D. 1979 At 9:35

O'clock A M  
**Julia E. Beer**  
REGISTER OF DEEDS

LIBER 298 PAGE 427

**MASTER DEED  
HIDEAWAY VALLEY CONDOMINIUM  
(Act 59, Public Acts of 1978)**

This Master Deed is made and executed on this 11th day of September, 1979, by MultiVest, Inc., a Delaware corporation, hereinafter referred to as "Developer," whose office is situated at 24333 Southfield Road, Southfield, Michigan, represented herein by one of its officers who is fully empowered and qualified to act on behalf of said corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978).

**WITNESSETH:**

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto 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 condominium project.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Hideaway Valley Condominium as a condominium project and does declare that Hideaway Valley Condominium (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 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 and 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 Hideaway Valley Condominium, Emmet County Condominium Subdivision Plan No. 23. The architectural plans for the project were approved by the Township of Little Traverse, Emmet County, Michigan. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and 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:

Commencing at the West 1/4 corner of Section 11, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan; thence North 00° 13' 50" East, 847.40 feet to the point of beginning; thence continuing North 00° 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, containing 15.15 acres of land more or less.

Together with an easement for roadway purposes described as: Beginning at the East 1/4 corner of Section 10, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan; thence South 89° 36' 30" East, 60.0 feet; thence South 00° 23' 30" West, 50.0 feet; thence North 89° 36' 30" West to a point 50.0 feet South of the center of said Section 10; thence North 50.0 feet to the center of said Section 10; thence North 89° 10' 30" East, 2650.51 feet to the point of beginning. Together with and subject to other easements and restrictions of record, if any.

OFFICE OF

OCT 1 1979

Treasurer of Emmet County  
I hereby certify that I have examined the records in my office and it appears that the taxes on the within description have been paid for the past five years and that there are no tax liens or Titles held by the State or individual for the past five years. Prior to date of deed.

Catherine Schuster  
County Treasurer

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 Hideaway Valley Condominium 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 Hideaway Valley Condominium, as a condominium. Wherever used in such documents or any other pertinent instruments, 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.

(b) "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 of 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.

(c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 3 (4) of the Act to be recorded as part of the Master Deed.

(d) "Association Bylaws" means the corporate Bylaws of Hideaway Valley Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

(e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Hideaway Valley Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Emmet County Register of Deeds, shall supersede all previously recorded Master Deeds for Hideaway Valley Condominium.

(f) "Apartment" or "unit" each mean the enclosed space constituting a single complete residential unit in Hideaway Valley Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" as defined in the Act.

(g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(h) "Condominium Project," "Condominium" or "Project" means Hideaway Valley Condominium as an approved Condominium Project established in conformity with the provisions of the Act.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner," wherever used, shall be synonymous with the term "co-owner."

(k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hideaway Valley Condominium as described above.

(l) "Common Elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

(m) "Developer" shall mean MultiVest, Inc., a Delaware corporation, which has made and executed this Master Deed, and its successors and assigns.

(n) 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.

## 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 described in Article II hereof, including driveways, roads and sidewalks;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project, including that contained within unit walls together with the common gas meters, up to the point of connection with gas fixtures within any unit;
- (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (8) The swimming pool, community building and tennis courts.
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, 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) Each garage interior is restricted in use to the co-owner of the unit which such garage services as designated on Exhibit "B" hereto.
- (2) Each individual deck and porch in the project is restricted in use to the co-owner of the apartment which opens into such deck and porch as shown on Exhibit "B" hereto;
- (3) Each individual patio in the project is restricted in use to the co-owner of the apartment which opens into such patio as shown on Exhibit "B" hereto;
- (4) Each individual air conditioner compressor and related concrete pad in the project are restricted in use to the co-owner of the apartment which such air conditioner compressor and concrete pad service;
- (5) The interior surfaces of apartment perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

- (1) The costs of maintenance and repair of each garage interior referred to in Article IV B(1) shall be borne by the co-owner of the unit to which such garage is appurtenant.
- (2) The costs of maintenance, repair and replacement of each air conditioner compressor and concrete pad referred to in Article IV B(4) shall be borne by the co-owner of the unit to which such air conditioner compressor and concrete pad are appurtenant.
- (3) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(5) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.
- (4) 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 apartment 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 apartment or the common elements.

## ARTICLE V

## APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Hideaway Valley Condominium as surveyed by Lennox and Associates and attached hereto as Exhibit "B." Each apartment shall include: (1) With respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, 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. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each apartment is two and eight twenty-firsts (2-8/21%) percent. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration, the proportionate undivided interest of each co-owner in the Common Elements and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100.

C. Each unit designation for purposes of conveyancing, mortgaging and all other purposes shall be comprised of a number in accordance with the designations on Exhibit "B" hereto. Units shall be numbered from 1 through 42 inclusive.

## ARTICLE VI

## EASEMENTS

In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of a building, or due to survey errors, construction deviations, reconstruction or repair, 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.

## ARTICLE VII

## ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Hideaway Valley Condominium and consisting of 42 units is the first stage of a multi-stage project which may, if ultimately enlarged pursuant to the Developer's discretion as hereinafter provided, contain a maximum of 200 units. Additional units, if any, will be constructed upon all or some portion of the following described land:

Land in the Township of Little Traverse, Emmet County, Michigan, described as: Northwest 1/4 of Section 11, Township 35 North, Range 5 West; except that portion described in Article II hereto.

Together with an easement for roadway purposes described as: Commencing at the E. 1/4 corner of Section 10, T. 35 N., R. 5 W., Little Traverse Township, Emmet County, Michigan; thence S. 89° 36' 30" E. 60.0 feet; thence S. 00° 23' 30" W. 50.0 feet; thence N. 89° 36' 30" W. to a point 50.0 feet south of the center of said Section 10; thence North 50.0 feet to the center of said Section 10; thence N. 89° 10' 30" E. 2650.51 feet to the point of beginning.

Subject to and together with an easement for ingress and egress and the installation and maintenance of public utilities over the 86-foot wide portion thereof as occupied by Chadderdon Road.

Subject to the rights of the public over the 66-foot wide portion thereof as occupied by Chadderdon Road.

Subject to and together with an easement for ingress and egress described as:

The West 86 feet of the South 847.40 feet of the Northwest 1/4 of Section 11, T. 35 N., R. 5 W.; ALSO, 43 feet each side of the following described center line: Commencing at the W. 1/4 corner of said Section 11; thence N. 00° 13' 50" E. 614.85 feet along the West line of said Section 11 to the Point of Beginning; thence S. 81° 44' 03" E. 635.54 feet; thence N. 77° 40' 27" E. 388.87 feet to the Point of Ending.

Subject to an easement for a water distribution main described as:

A 20.0-foot wide easement for the installation and maintenance of a water distribution main, being 10.0 feet each side of the following described center line: Commencing at the W. 1/4 corner of Section 11, T. 35 N., R. 5 W.; thence N. 00° 13' 50" E. 836.93 feet along the West line of said Section 11; thence S. 89° 46' 10" East, 1090.37 feet to the Point of Beginning; thence N. 59° 40' 07" E. 117.20 feet to the Point of Ending.

Subject to an easement for a sanitary sewer transmission main described as:

A 20.0-foot wide easement for the installation and maintenance of a sanitary sewer transmission main, being 10 feet each side of the following described center line: Beginning at a point being S. 45° 00' 00" E. 56.57 feet from the W. 1/4 corner of Section 11, T. 35 N., R. 5 W.; thence N. 04° 29' 10" E., 297.0 feet; thence N. 49° 09' 49" E. 458.13 feet to the Point of Ending.

Together with and subject to a 20-foot wide easement for installation and maintenance of a sanitary sewer line, being 10 feet either side of the following described line; commencing at the center of said Section 11, thence N. 55° 10' 57" W. 1163.79 feet; thence N. 63° 48' 27" W. 503.28 feet; thence N. 52° 18' 31" W. 301.28 feet to the point of beginning; thence S. 37° 41' 29" W. 204.16 feet to the point of ending.

Subject to an easement described as follows: commencing at the S. 1/4 corner of said Section 11, thence N. 01° 06' 05" W. 2633.91 feet along the N.S. 1/4 line of said Section 11, to the center of said Section 11; thence N. 32° 52' 15" W. 84.55 feet; thence S. 23° 25' 35" E. 100.0 feet to the point of beginning of this easement; thence N. 23° 25' 35" W. 100.0 feet; thence N. 53° 10' 10" W. 771.10 feet; thence N. 67° 32' 10" W. 380.0 feet to a point called "A"; thence continuing N. 67° 32' 10" W. 508.69 feet; thence N. 49° 41' W. 489.0 feet; thence N. 37° 20' 15" W. 351.7 feet; thence N. 72° 51' 20" W. 164.46 feet; thence N. 33° 20' W. 25.01 feet to a point called "B"; thence S. 88° 11' 20" W. 141.56 feet; thence S. 07° 32' 50" W. 286.73 feet; thence S. 82° 27' 10" E. 9.0 feet to the point of ending. Recommencing at said point called "B"; thence N. 33° 31' 20" W. 81.72 feet; thence N. 70° 14' 40" W. 130.52 feet; thence N. 52° 12' 20" W. 267.9 feet to the point of ending of said 10-foot wide easement and the place of beginning of a 30-foot wide easement; thence N. 52° 12' 20" W. 40.0 feet to the point of ending. Also an easement for a well house location which is described as: commencing at the above mentioned point A N. 22° 27' 50" E. 26.0 feet; thence N. 67° 32' 10" W. 28.0 feet; thence S. 22° 27' 50" W. 26.0 feet; thence S. 67° 32' 10" E. 28.0 feet to the point of beginning.

Also subject to other easements or restrictions of record, if any.

(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 December 31, 1984, 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 and as may be approved by the Township of Little Traverse. 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 Developer except that such readjustments shall be approved by the Michigan Department of Commerce. 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 apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than 1/10 (.1%) percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional section or sections being added to the project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the project for 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 apartments 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 apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording 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 all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

#### ARTICLE VIII

##### RECREATIONAL AREA

Developer has constructed upon a portion of the land described in Article II, certain recreational facilities and amenities including tennis courts, swimming pool and community building, (hereinafter collectively called the "recreational area"). Developer reserves the right on behalf of itself, its successors and assigns as owners and/or occupants of any other single-family or multi-family residential unit (up

to a maximum of 158 additional units), owned or occupied by it, its successors or assigns, in the land area described in Article VII to utilize said recreational area upon the payment of a proportionate share of the expenses of repair, maintenance, operation and replacement of the recreational area which share shall be determined by multiplying the expenses of repair, maintenance, operation and replacement thereof times a fraction, the numerator of which is the number of completed dwelling units existing in the land area described in Article VII and the denominator of which is the total number of completed dwelling units existing in Hideaway Valley Condominium combined with the total number of other completed dwelling units entitled to use the recreational area. The expenses of repair, maintenance, operation and replacement shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, and supplies incident thereto, real and personal property taxes in connection therewith, and in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said recreational area.

When persons other than owners of condominium units in Hideaway Valley Condominium become entitled to use the recreational area, then decisions relating to the administration and maintenance of the facilities in the recreational area shall be made by a representative operating committee comprised of at least five (5) persons selected by owners of residential units entitled to use the facility. Until the time that final composition of the users of such facilities has been determined, the recreational area shall be administered and maintained by the Hideaway Valley Condominium Association at which time the Developer, with the approval of the Michigan Department of Commerce, shall determine the composition of such representative body in a manner which is fair and equitable. Regardless of the identity or composition of the representative administering body, all decisions relative to the administration and maintenance of the recreational area shall be governed by the following standards (1) The recreational facilities shall be fairly and jointly administered. (2) An annual operating budget for said recreational facilities shall be prepared and all expenditures shall be consistent with said budget and subject to audit by all parties. (3) Said budget shall provide reasonable maintenance of the recreational facilities. (4) No additions to the recreational facilities nor termination of the use thereof shall occur without consent of 2/3 of the parties entitled to the use thereof. (5) Rules relating to the use of said facilities may be adopted by the representative body entitled to administer said facilities but shall be equitable and nondiscriminatory as to all users. (6) Any easements of access reasonably necessary for utilization of the facilities by all persons entitled thereto shall be deemed to exist by reason hereof. (7) All disputes between parties entitled to the use of said facilities shall be subject to arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute. (8) The failure of any party to pay its required share of the costs of maintenance of said facilities shall operate to suspend the right of said party to utilize said recreational facilities for so long as such costs shall remain unpaid (which remedy shall be in addition to all other remedies provided under the Condominium Documents or provided in any other instruments pertaining to the use of said facilities by any person or persons).

#### ARTICLE IX

##### EASEMENTS RETAINED BY DEVELOPER

A. *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 VII. 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 VII 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 VII whose closest means of access to a public road is over such road.

B. *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 VII 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 Developer, its successors or assigns, utilizes, taps, 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. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of the costs of operation, maintenance, repair or replacement of each such utility main maintained in such easement, 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 VII hereto whose owners are entitled to use such utilities.

ARTICLE X

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 percent (66-2/3%) 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 of 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. Prior to the date of the First Annual Meeting of members of the Association, the Developer may, with the approval of the Michigan Department of Commerce (but without the consent of any Co-owner or any other person), amend this Master Deed 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 any 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 percent (95%) of all Co-owners and all mortgagees (allocating one vote for each mortgage held).

E. The Developer may, with the consent of a majority of the members of the Advisory Committee and the Michigan Department of Commerce, amend this Master Deed and the Condominium Bylaws attached hereto to extend the date of the First Annual Meeting of Members.

F. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of a majority of the Co-owner members) and the Michigan Department of Commerce, amend this Master Deed to extend the date of expansion of the Condominium Project as set forth in Article VII hereof.

G. Article VII, Article VIII, Article IX and this Article X 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 expansion of the Condominium Project.

WITNESSES:  
Edward J. Kaniewski  
Edward J. Kaniewski  
Susan J. Holm  
Susan J. Holm

MULTIVEST, INC., a Delaware corporation  
By: James M. Galbraith  
James M. Galbraith

STATE OF MICHIGAN )  
  ) SS.  
COUNTY OF WAYNE )

On this 11th day of SEPTEMBER, 1979, the foregoing Master Deed was acknowledged before me by JAMES M. GALBRAITH, the ASSISTANT SECRETARY of MULTIVEST, INC., a Delaware corporation, on behalf of the corporation.

MASTER DEED DRAFTED BY:  
Edward J. Kaniewski, of  
Dykema, Gosselt, Spencer, Goodnow & Trigg  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243  
WHEN RECORDED, RETURN TO DRAFTER.

Marie H. Goodspeed  
Marie H. Goodspeed  
Notary Public, OAKLAND County, Michigan  
My commission expires: 1-13-80



EXHIBIT A  
CONDOMINIUM BYLAWS  
HIDEAWAY VALLEY CONDOMINIUM

## ARTICLE I

## ASSOCIATION OF CO-OWNERS

Section 1. Hideaway Valley Condominium, a condominium project located in the Township of Little Traverse, Emmet 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 and 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 apartment 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 apartment in the Condominium.

(c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments 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 an apartment 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 this 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 apartment or apartments 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 (35%) percent 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 a 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 (50%) percent 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 account 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 two times 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 audit need to be a certified audit. 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 within 90 days following the end of the Association's fiscal year upon request therefor. 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 thereto 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-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or 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 apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any apartment 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 (60%) percent of all of the members of the Association in number and in value.

(8) To make rules and regulations in accordance with Article VI, Section 10 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 to 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 any 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 of the Association at the first or any subsequent annual meeting of members so 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 (60%) percent 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 wilful 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. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent

in value and in number of all units in all phases of development of the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in all phases of development of the Condominium have been sold and the purchasers thereof qualified as members of the Association or twenty-four (24) months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, the Developer shall call a special meeting of members for the purpose of electing three (3) persons from among the non-developer co-owners 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 temporary Board of Directors and the non-developer co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times 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 prior to the First Annual Meeting of Members and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

## 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.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Project, and all sums received as proceeds of, or pursuant to, a policy of insurance securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium 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 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 should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional 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 \$2,000 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 \$2,000 per year, (2) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase an apartment for use as a resident manager's apartment or (4) assessments

for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in 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 (60%) percent 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 apartment 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 an apartment. 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 an apartment or with acquisition of fee simple title to an apartment by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, 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 (7%) percent 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 apartment 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 apartment.

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 nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 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 attorneys' 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 apartment in the project which comes into possession of the apartment 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 resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 7 hereof, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed apartments owned by Developer at the time the expense is incurred to the total number of completed apartments in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. After the First Annual Meeting, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. Developer shall not be responsible, at any time, for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt units notwithstanding the fact that such unbuilt units may have been included in the Master Deed. "Occupied Unit" shall mean a unit used as a residence. "Completed Apartment" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

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 1891, 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 exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within 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 first mortgages of record.

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or 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 apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. 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 apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment 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 apartment 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 an apartment 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 apartment 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 therefor, 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 an apartment, the property shall be rebuilt or repaired if any apartment 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 apartment 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 (75%) percent 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 an apartment 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 apartment, 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 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 apartments 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 an apartment 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 reconstruction or repair, or upon 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. 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 interests 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 may appear.

(b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent 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. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(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 apartment shall have 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 remaining 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 apartment 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 is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien 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 Mortgage 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 an apartment covered by a mortgage purchased 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 units 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 apartment in the condominium shall be used for other than residential purposes. Any co-owner, including the Developer, may rent any number of units at any time, without limitation as to term of occupancy.

Section 2. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (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, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment 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 apartment 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 4. No animal, including household pets, shall be kept without the prior written consent of the Board of Directors. 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 5. 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 therefor 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 of 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 apartment or upon the common elements, which spoils the appearance of the Condominium.

Section 6. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, decks, patios 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 by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 7. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups 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 8. 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 9. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 10. 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, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 7 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. 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 of 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 said First Annual Meeting of the entire Association.

Section 11. The Association or its duly authorized agents shall have access to each apartment and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment 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 apartment. It shall be the responsibility of each co-owner to provide the Association means of access to his apartment 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 apartment 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 12. 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 13. No unsightly condition shall be maintained upon any deck, patio or porch and only furniture and equipment consistent with ordinary deck, patio or porch use shall be permitted to remain there during seasons when decks, patios or porches are reasonably in use and no furniture or equipment of any kind shall be stored on decks, patios or porches during seasons when the same are not reasonably in use.

Section 14. Each co-owner shall maintain his apartment 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 apartment which are appurtenant to or which may affect any other apartment. 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 provision, 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 15. (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least 21 days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing.

(b) Tenants or Nonco-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 nonco-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 nonco-owner and tenant or nonco-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 16. 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 construction and sales period as hereinafter defined, 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 construction and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable construction and sale of the entire project by Developer. During the construction and sales period, Developer shall have full right to utilize all or any portion of the community building for office and sales purposes or any other purposes reasonably incident to the development and sale of the project; provided, however, that during such period as Developer continues to use the community building or any portion thereof for its purposes, it shall bear such portion of the expenses in maintenance of such building as are reasonable in relation to the nature and extent of its use by Developer. Thereafter, Developer may continue to maintain a sales office, a maximum of four model apartments and reasonable parking and access incident thereto for so long as Developer shall own or have contracted to purchase any real property within a one-(1)-mile radius of the project.

Section 17. 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 apartments on a time-shared common ownership basis and Developer hereby declares its intention to record and implement such covenants. Developer further reserves the right to enter into a vacation exchange program.

#### ARTICLE VII MORTGAGES

Section 1. Any co-owner who mortgages his apartment shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments." The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment. 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 apartment 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 in 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 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 a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce 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 approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I Sections 3 and 4(b), Article II Sections 3(a), 4 and 7, Article IV Section 1(d), Article V Sections 1, 4, 6, 7 and 8, Article VII Section 1, Article VIII Sections 3 and 5, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

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, future 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 Statute, the Statute 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 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 attorneys' fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any apartment, 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 Article 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, provision, covenant or condition which may be granted by the 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 the 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.

EMMET COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. 23  
EXHIBIT B TO THE MASTER DEED OF  
HIDEAWAY VALLEY CONDOMINIUM  
LITTLE TRAVERSE TOWNSHIP, EMMET COUNTY, MICHIGAN

LIBER 298 PAGE 448

DEVELOPER  
MULTIVEST, INC.  
24333 SOUTHFIELD RD.  
SUITE 200  
SOUTHFIELD MI. 48075

PROPERTY DESCRIPTION

COMMENCING AT THE W 1/4 CORNER OF SECTION 11, T35N, R5W, LITTLE TRAVERSE TOWNSHIP EMMET COUNTY MICHIGAN, THENCE N 00° 13' 50" E 847.40 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING N 00° 13' 50" E 630.46 FT.; THENCE S 82° 24' 26" E 201.05 FT.; THENCE N 04° 16' 20" E 78.06 FT.; THENCE S 85° 43' 40" E 235.77 FT.; THENCE S 30° 24' 26" E 385.40 FT.; THENCE S 67° 25' 43" E 98.91 FT.; THENCE S 49° 28' 56" E 515.11 FT.; THENCE S 29° 25' 12" W 229.68 FT.; THENCE S 77° 40' 27" W 388.87 FT.; THENCE N 81° 44' 03" W 235.54 FT.; THENCE N 08° 30' 17" W 304.87 FT.; THENCE S 88° 07' 27" W 350.00 FT. TO THE POINT OF BEGINNING, BEING PART OF THE NW 1/4 OF SAID SECTION 11, T35N, R5W, CONTAINING 15.15 ACRES OF LAND MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES DESCRIBED AS: BEGINNING AT THE E 1/4 CORNER OF SECTION 10, T35N, R5W, LITTLE TRAVERSE TOWNSHIP EMMET COUNTY MICHIGAN, THENCE S 89° 36' 30" E 60.0 FT.; THENCE S 00° 23' 30" W 50.0 FT.; THENCE N 89° 36' 30" W TO A POINT 50.0 FT. SOUTH OF THE CENTER OF SAID SECTION 10; THENCE NORTH 50.0 FT. TO THE CENTER OF SAID SECTION 10; THENCE N 89° 10' 30" E 2650.51 FT. TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS FOR INGRESS AND EGRESS AND INSTALLATION AND MAINTENANCE OF SEWER WATER AND OTHER PUBLIC UTILITIES AS MAY BE NECESSARY TO SERVE ADJACENT PROPERTIES.

ATTENTION: COUNTY REGISTRAR OF DEEDS  
THE COUNTY 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 AND THE VARIOUS CERTIFICATES ON THIS SHEET.

SHEET INDEX


- 1 COVER SHEET
  - 2 SURVEY PLAN
  - 3 UTILITY PLAN
  - 4 SITE PLAN
  - 5 BASEMENT PLAN
  - 6 FIRST FLOOR PLAN
  - 7 SECOND FLOOR PLAN
  - 8 SECTIONS
  - 9 ELEVATIONS
- 2A ENLARGEMENT PARCEL  
2B EASEMENT

PLAN CERTIFICATION

I ARTHUR L. LENNOX CERTIFY THAT I AM A REGISTERED ENGINEER OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 23 AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION, AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE AS BUILT.

11-6-75  
DATE

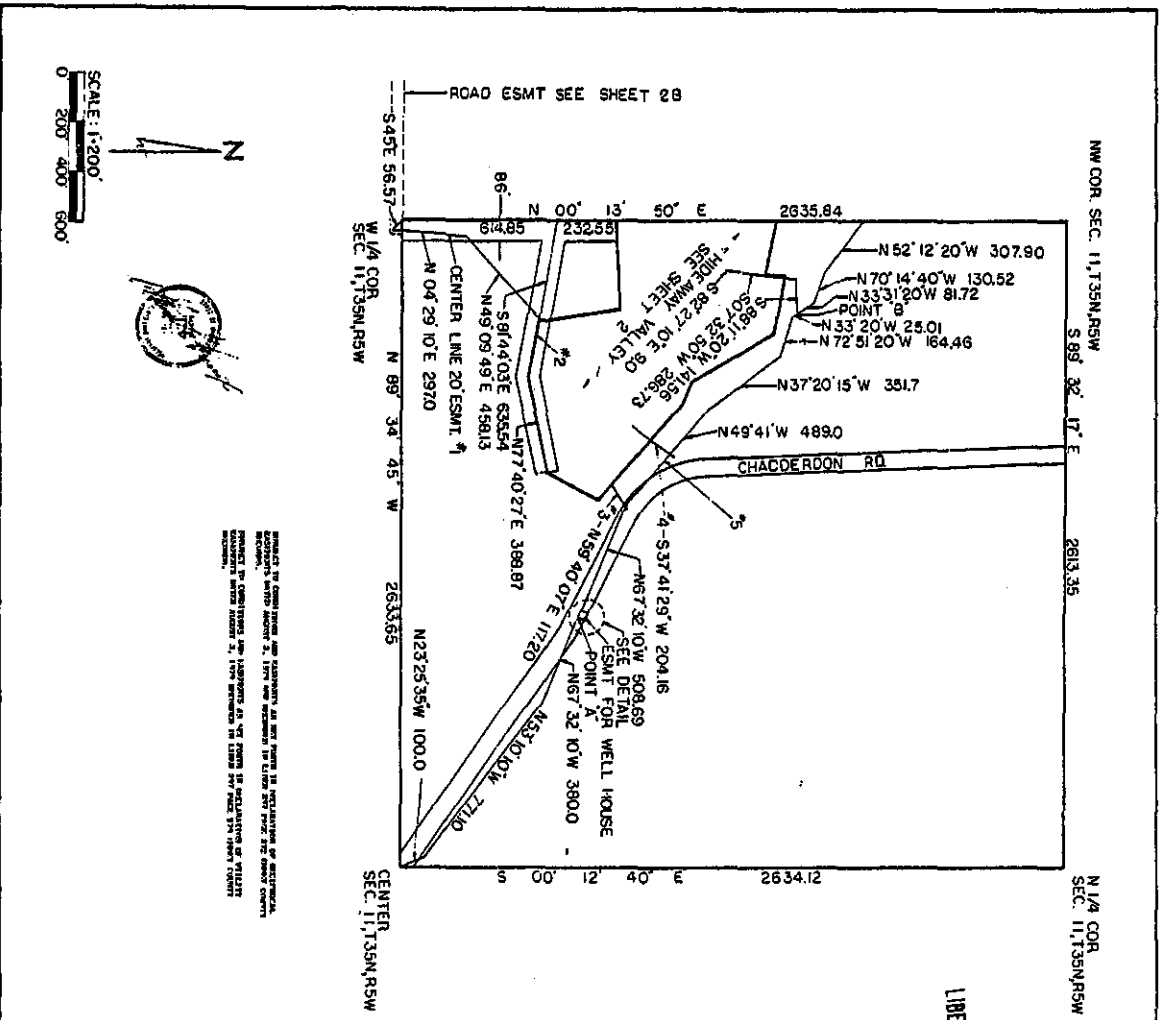
4-18-78  
REVISED DATE

  
ARTHUR L. LENNOX  
REGISTERED ENGINEER  
REGISTRATION NO. 20357  
819 EAST CAYUGA  
BELLAIRE, MICHIGAN

APPROVED  
SEP 26 1978  
MICHIGAN DEPARTMENT  
OF CONSUMER  
PROTECTION

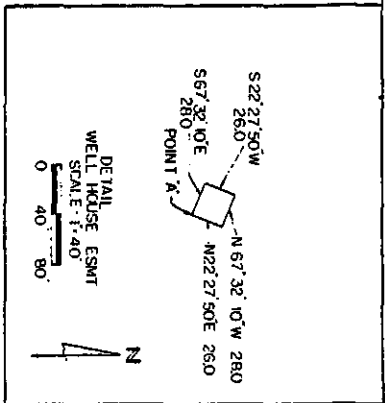


SHEET 1



NOTICE: THIS PLAN AND INSTRUMENT IS NOT VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW REQUIRES THE INSTRUMENT TO BE RECORDED IN A PUBLIC OFFICE OR TO BE NOTARIZED IN ORDER TO BE VALID. THE INSTRUMENT IS VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW DOES NOT REQUIRE SUCH RECORDATION OR NOTARIZATION.

LIBER 298 PAGE 449



ENCLOSURE: SURVEY, THE INSTRUMENT NO. 11,735N, R5W, SEC. 11, T35N, R5W.

1. THE INSTRUMENT NO. 11,735N, R5W, SEC. 11, T35N, R5W, IS HEREBY RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF SHERMAN, TEXAS, AND IS VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW DOES NOT REQUIRE SUCH RECORDATION OR NOTARIZATION.

2. THE INSTRUMENT NO. 11,735N, R5W, SEC. 11, T35N, R5W, IS HEREBY RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF SHERMAN, TEXAS, AND IS VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW DOES NOT REQUIRE SUCH RECORDATION OR NOTARIZATION.

3. THE INSTRUMENT NO. 11,735N, R5W, SEC. 11, T35N, R5W, IS HEREBY RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF SHERMAN, TEXAS, AND IS VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW DOES NOT REQUIRE SUCH RECORDATION OR NOTARIZATION.

4. THE INSTRUMENT NO. 11,735N, R5W, SEC. 11, T35N, R5W, IS HEREBY RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF SHERMAN, TEXAS, AND IS VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW DOES NOT REQUIRE SUCH RECORDATION OR NOTARIZATION.

5. THE INSTRUMENT NO. 11,735N, R5W, SEC. 11, T35N, R5W, IS HEREBY RECORDED IN THE PUBLIC OFFICE OF THE COUNTY OF SHERMAN, TEXAS, AND IS VALID IN ANY JURISDICTION WHERE THE APPLICABLE LAW DOES NOT REQUIRE SUCH RECORDATION OR NOTARIZATION.

APPROVED

5/23/89

JENNIFER M. LENNOX  
REGISTERED SURVEYOR

ENCLOSURE PARCEL

HIDEAWAY VALLEY  
CONDOMINIUM

LENNOX & ASSOCIATES  
1000 N. W. 10th St.  
Fort Worth, Texas 76104

8-31-79

SHEET 2A

LIBER 298 PAGE 450

CLAYTON RD. (PUBLIC)  
NORTH 500

CENTER SEC. 10, T35N, R5W

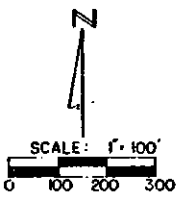
N 89° 10' 30" E 2650.51

N 89° 36' 30" W TO A POINT 50 FEET SOUTH OF THE CENTER OF SEC. 10, T35N, R5W

E 1/4 COR  
SEC. 10 T35N R5W  
S 89° 36' 30" E 60.0

EAST LINE, SEC. 10, T35N, R5W

S 00° 23' 30" W  
500



DESCRIPTION OF EASEMENT AS SHOWN ABOVE INCORPORATED BY REFERENCE TO LIBER 298 PAGE 385 AND 386 AND LIBER 298 PAGE 395 - 310  
AN EASEMENT FOR BURIED TELEPHONE LINES AND CONDUITS IN THE E 1/4 CORNER OF SECTION 10, T35N, R5W, LIBERTY TOWNSHIP, DEWEY COUNTY, MISSOURI, TO BE 26 FEET 5.51 INCHES WIDE, COMMENCING AT THE CENTER OF THE EAST LINE OF SAID SECTION 10, T35N, R5W, LIBERTY TOWNSHIP, DEWEY COUNTY, MISSOURI, AND EXTENDING SOUTH 89 DEGREES 36 MINUTES 30 SECONDS TO THE POINT OF BEGINNING.

EASEMENT AFFIRMING THE ABOVE EASEMENT FOR BURIED TELEPHONE LINES  
AN EASEMENT FOR BURIED TELEPHONE LINES AND CONDUITS IN THE E 1/4 CORNER OF SECTION 10, T35N, R5W, LIBERTY TOWNSHIP, DEWEY COUNTY, MISSOURI, TO BE 26 FEET 5.51 INCHES WIDE, COMMENCING AT THE CENTER OF THE EAST LINE OF SAID SECTION 10, T35N, R5W, LIBERTY TOWNSHIP, DEWEY COUNTY, MISSOURI, AND EXTENDING SOUTH 89 DEGREES 36 MINUTES 30 SECONDS TO THE POINT OF BEGINNING.

AN EASEMENT FOR AN ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OVER THE E 1/4 CORNER OF SECTION 10 AND OVER THE E 1/4 CORNER OF SECTION 11, IN PART OF TOWNSHIP 35 NORTH 36 WEST OF RANGE 5 WEST, DEWEY COUNTY, MISSOURI, ITS ACCESSORIES AND APPURTENANCES, INCORPORATED BY REFERENCE TO LIBER 298 PAGE 385 AND 386 AND LIBER 298 PAGE 395 - 310, DEWEY COUNTY, MISSOURI.

AN EASEMENT RIGHT-OF-WAY FOR LINES OF COMMUNICATIONS FACILITIES OVER THE E 1/4 CORNER OF SECTION 10 IN PART OF TOWNSHIP 35 NORTH 36 WEST OF RANGE 5 WEST, DEWEY COUNTY, MISSOURI, ITS ACCESSORIES AND APPURTENANCES, INCORPORATED BY REFERENCE TO LIBER 298 PAGE 385 AND 386 AND LIBER 298 PAGE 395 - 310, DEWEY COUNTY, MISSOURI.

THE REPRESENTATION OF A DEED IN ALL ORIGINAL RECORDS ON THE E 1/4 CORNER OF SECTION 10, IN PART OF TOWNSHIP 35 NORTH 36 WEST OF RANGE 5 WEST, DEWEY COUNTY, MISSOURI, AS INCORPORATED BY REFERENCE TO LIBER 298 PAGE 385 AND 386 AND LIBER 298 PAGE 395 - 310, DEWEY COUNTY, MISSOURI.

AN EASEMENT FOR LINES OF GAS MAINS AND GAS SERVICE LINES OVER THE E 1/4 CORNER OF SECTION 10 IN PART OF TOWNSHIP 35 NORTH 36 WEST OF RANGE 5 WEST, DEWEY COUNTY, MISSOURI, ITS ACCESSORIES AND APPURTENANCES, INCORPORATED BY REFERENCE TO LIBER 298 PAGE 385 AND 386 AND LIBER 298 PAGE 395 - 310, DEWEY COUNTY, MISSOURI.

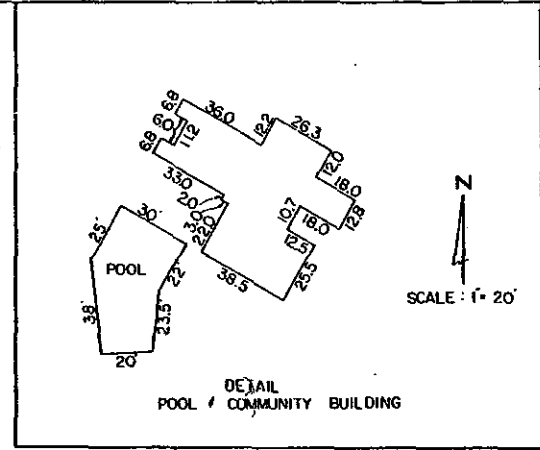
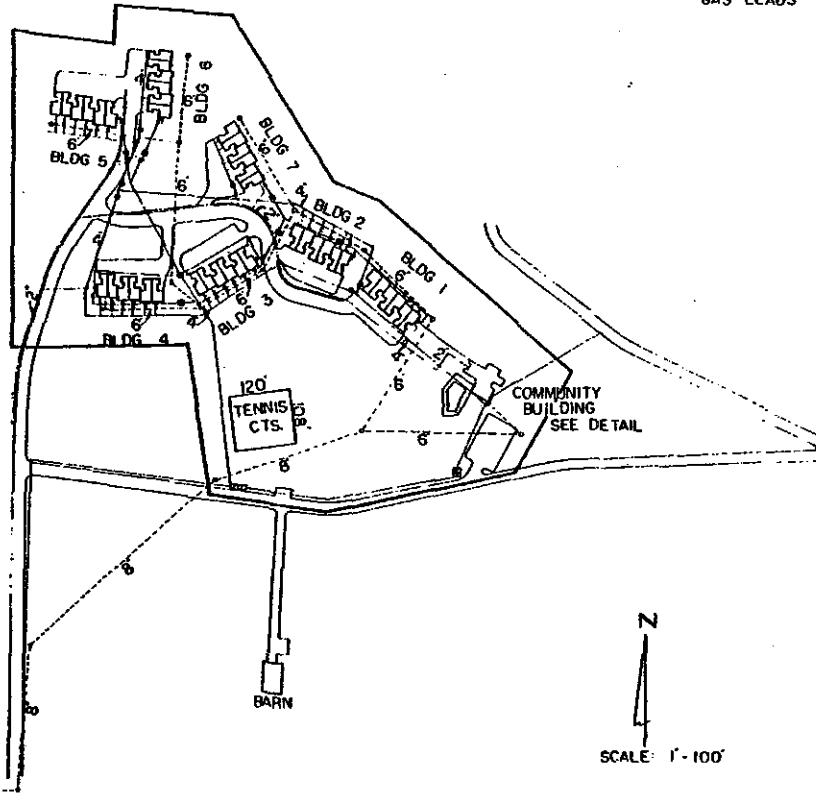
APPROVED  
SEP 26 1979  
DEWEY COUNTY DEPARTMENT  
OF COMMERCE  
COMMERCIAL RECORDS SECTION

EASEMENT	
HIDEAWAY VALLEY CONDOMINIUM	LENNOX & ASSOCIATES Deeds, Maps and SHEET 28
8-31-79	



NOTE:  
SEWER LEADS  
WATER SERVICE  
GAS LEADS

6"  
2 1/2"



LEGEND	UTILITY	SOURCE OF LOCATION
—●—	WATER	PAUL NORTON — LANSING, MI.
---	SANITARY SEWER	FIELD LOCATED
---	GAS	MICH. CONSOLIDATED GAS CO.
---	POWER	CONSUMERS POWER CO.
---	TELEPHONE	BELL TELEPHONE CO.

N  
SCALE: 1" = 100'





APPROVED  
SEP 24 1975  
PAUL NORTON  
ENGINEER

UTILITY PLAN  
HIDEAWAY VALLEY  
CONDOMINIUM  
4-17-75  
11-6-75

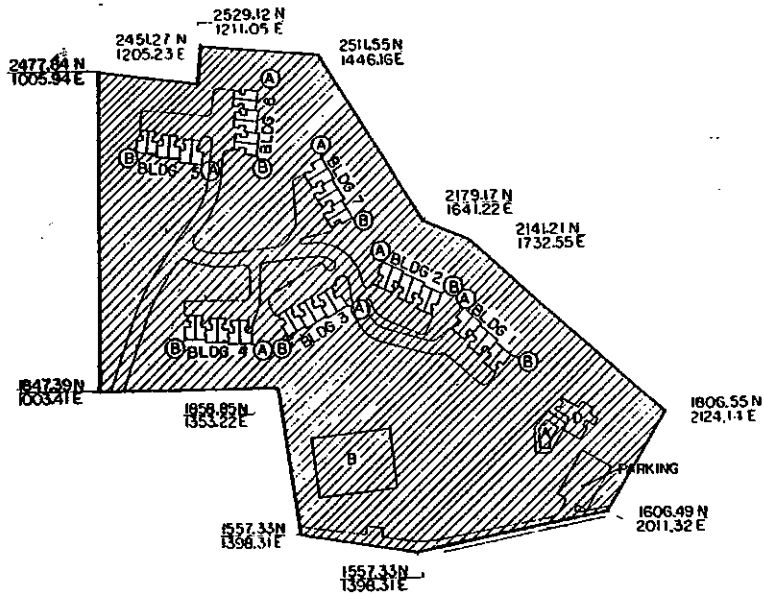
LEINTEK AND ASSOCIATES  
SHEET 3

BLDG NO	POINT			POINT		
		NORTH	EAST		NORTH	EAST
1	A	2014.50	1726.89	B	1921.12	1820.76
2	A	2101.76	1566.97	B	2041.90	1684.95
3	A	2024.79	1497.39	B	1960.34	1381.74
4	A	1960.34	1381.74	B	1952.92	1170.42
5	A	2294.48	1204.64	B	2321.84	1075.09
6	A	2445.72	1320.87	B	2313.31	1320.77
7	A	2309.93	1448.56	B	2190.94	1506.77

BLDG	UNITS					
	A	B	C	D	E	F
1	6	5	4	3	2	1
2	12	11	10	9	8	7
3	13	14	15	16	17	18
4	19	20	21	22	23	24
5	25	26	27	28	29	30
6	31	32	33	34	35	36
7	37	38	39	40	41	42

- LEGEND
-  LIMITED COMMON ELEMENT
  -  GENERAL COMMON ELEMENT
  - A POOL
  - B TENNIS CTS.
  - D COMMUNITY BUILDING

*Auto-Flow*

COORDINATE NORTH



SCALE: 1" = 100'

1000' N. W 1/4 COR.  
1000' SEC. 11, T.35N, R.5W

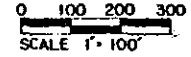
APPROVED  
SEP 24 1979  
LENNOX & ASSOCIATES  
REGISTERED PROFESSIONAL ENGINEERS

SITE PLAN  
HIDEAWAY VALLEY  
CONDOMINIUM  
1-17-79  
11-6-75

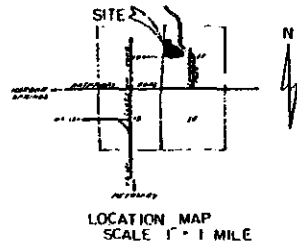
LENNOX AND ASSOCIATES  
ENGINEERS & LAND SURVEYORS  
407 EAST PULASKI STREET, SPRINGFIELD, MISSOURI  
SHEET 4

RW COR.  
SEC. 11, T35N  
R5W

LIBER 298 PAGE 453



- 1 ALL DIMENSIONS IN FEET
2. ●—INDICATES 4" DIA 36" LONG CONC MONUMENT
3. ○—INDICATES 1/2" DIA. 16" LONG IRON BAR
- 4 BEARINGS DERIVED FROM SOLAR OBSERVATION JULY 5, 1973 BY JAMES H. GREEN, RLS 15401



● BENCH MARK—RM MANHOLE NO. 8  
ELEV. 845.11, USGS DATUM  
FROM BM NO. 5, DM 1956  
ELEV. 671.57

I ARTHUR L LENNOX HEREBY CERTIFY:  
THAT THE SUBDIVISION PLAN KNOWN AS EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.  
THAT THE SAID SURVEY IS TRUE COMPLETE AND CORRECT AS SHOWN WITH THE RELATIVE ERROR OF CLOSURE NOT GREATER THAN ONE FOOT IN 5000 FEET AND SUFFICIENT ENOUGH TO ENABLE IT TO BE RETRACED.  
THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID SURVEY PLAN.  
THAT PERMANENT CONCRETE MONUMENTS CONSISTING OF SOLID STEEL BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND 36 INCHES IN LENGTH COMPLETELY ENCASED IN CONCRETE AT LEAST 4 INCHES IN DIAMETER HAVE BEEN SET AT POINTS MARKED THUS (●) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED. THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.

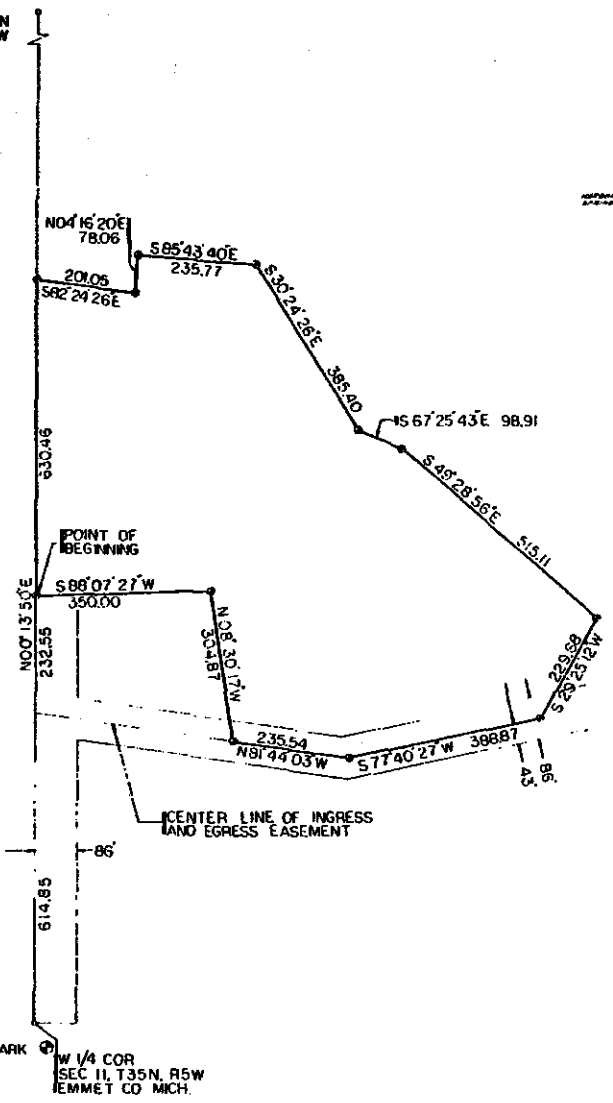
4-17-79  
DATE

*Arthur L. Lennox*  
ARTHUR L. LENNOX  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 20357  
LENNOX AND ASSOCIATES, P.C.  
P. O. BOX 59  
BELLAIRE, MI. 49615



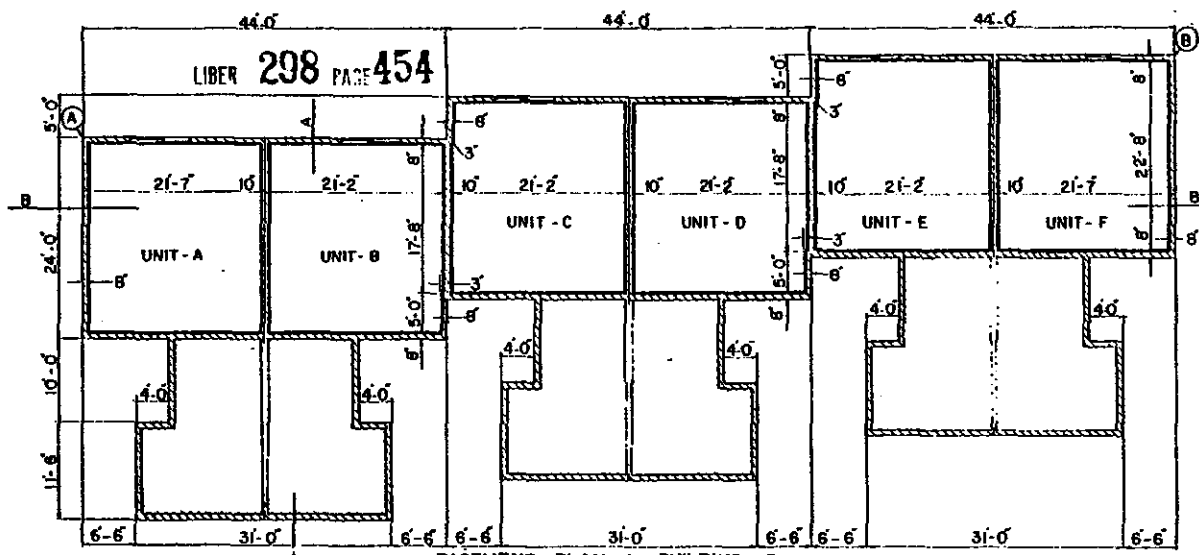
APPROVED  
SEP 26 1979  
MICHIGAN DEPARTMENT  
OF COMMERCE  
CONDOMINIUM SURVEYING DIVISION

SURVEY PLAN	
HIDEAWAY VALLEY CONDOMINIUM	LENNOX & ASSOCIATES P. O. BOX 59 BELLAIRE, MICHIGAN 49615
4-17-79	SHEET 2

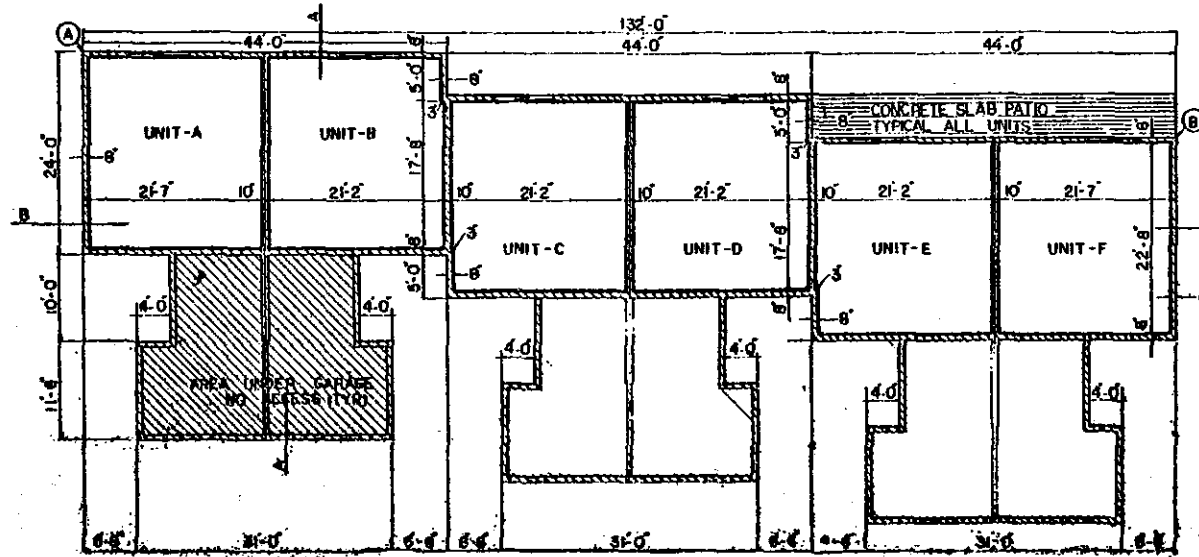


BENCH MARK ○  
W 1/4 COR.  
SEC. 11, T35N, R5W  
EMMET CO MICH.

LIBER 298 PAGE 454



BASEMENT PLAN A BUILDING 6



BASEMENT PLAN B BUILDING 1,2,3,4,5

NOTES: REINFORCING AND CONCRETE PADS ARE LOCATED ADJACENT TO THE CONCRETE SLAB PORCH AND ARE LIMITED COMMON ELEMENT.

BLDG NO	POINT	NORTH	EAST	POINT	NORTH	EAST
1	A	2014.50	1726.89	B	1921.12	1820.76
2	A	2101.76	1566.97	B	2041.90	1684.95
3	A	2024.79	1497.39	B	1960.34	1381.74
4	A	1960.34	1381.74	B	1952.92	1170.42
5	A	2294.48	1204.64	B	2321.84	1075.09
6	A	2445.72	1320.67	B	2313.31	1320.77
7	A	23089	1448.56	B	2190.94	1506.77

SCALE: 1"=6'

LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT   
 LIMITED COMMON ELEMENT

UNITS - A, F  
 474 II SQ. FT.  
 3595.32 CU. FT.  
 UNITS - B, C, D, E  
 476.53 SQ. FT.  
 3828.84 CU. FT.

BUILDING BEARINGS FROM (A) TO (B)

BLDG.	BEARING
1	S 45° 09' 00" E
2	S 63° 05' 47" E
3	S 60° 52' 14" W
4	N 87° 32' 37" W
5	N 78° 04' 30" W
6	S 00° 03' 36" E
7	S 26° 04' 30" E

UNITS





BLDG.	A	B	C	D	E	F
1	1	1	1	1	1	1
2	2	1	1	1	1	1
3	3	1	1	1	1	1
4	4	1	1	1	1	1
5	5	1	1	1	1	1
6	6	1	1	1	1	1
7	7	1	1	1	1	1

APPROVED  
 SEP 26 1978  
 HENNOX AND ASSOCIATES  
 ARCHITECTS  
 1111 1/2 AVENUE  
 SUITE 100  
 WASHINGTON, D.C. 20004

<b>BASEMENT PLAN</b>	
HIDEAWAY VALLEY CONDOMINIUM 1-17-79 11-6-75	HENNOX AND ASSOCIATES ARCHITECTS 1111 1/2 AVENUE, SUITE 100 WASHINGTON, D.C. 20004 SHEET 5

BLDG NO	POINT	NORTH	EAST	POINT	NORTH	EAST
1	A	2014.60	1726.89	B	1921.12	1820.79
2	A	2101.76	1566.97	B	2041.90	1684.95
3	A	2024.79	1497.39	B	1960.34	1381.74
4	A	1960.34	1381.74	B	1952.92	1170.42
5	A	2294.48	1204.64	B	2321.84	1076.09
6	A	2445.72	1320.67	B	2313.31	1320.77
7	A	2309.93	1448.56	B	2190.94	1506.77

SCALE: 1"=6'

SLOPED CEILING   
 LIMITS OF OWNERSHIP   
 GENERAL COMMON ELEMENT   
 LIMITED COMMON ELEMENT   
 DECK D  
 PORCH E

ALL UNITS  
 490.36 SQ. FT.  
 3922.9 CU. FT.

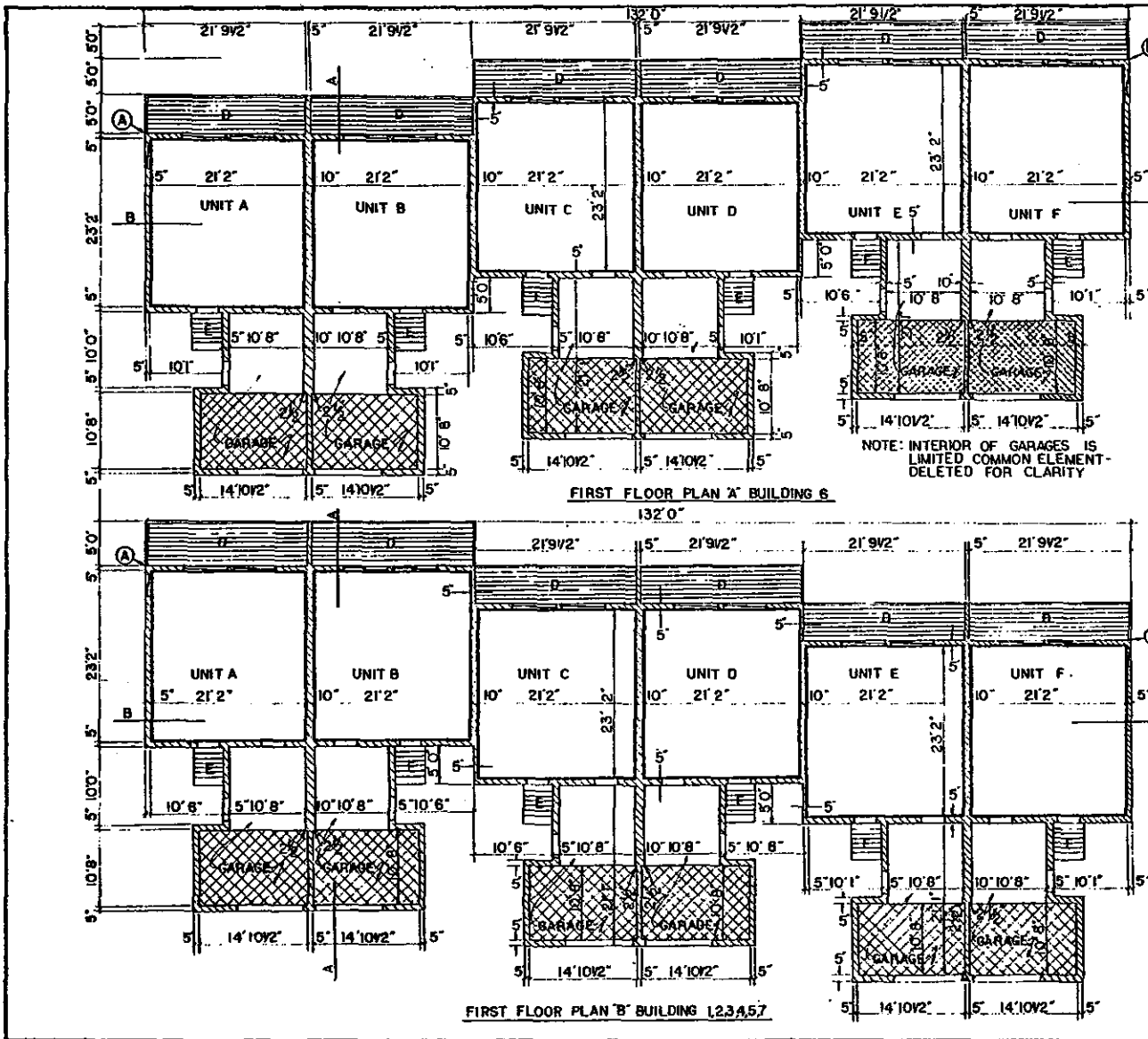
BUILDING BEARINGS  
 FROM (A) TO (B)

BLDG	BEARING
1	S 45° 09' 00" E
2	S 63° 05' 47" E
3	S 60° 52' 14" W
4	N 78° 32' 37" W
5	N 78° 04' 30" W
6	S 00° 03' 36" E
7	S 26° 04' 30" E

BLDG	UNITS					
	A	B	C	D	E	F
1	8	5	4	3	2	1
2	11	10	9	8	7	6
3	13	14	15	16	17	18
4	19	20	21	22	23	24
5	25	26	27	28	29	30
6	35	36	34	33	32	31
7	42	41	40	39	38	37

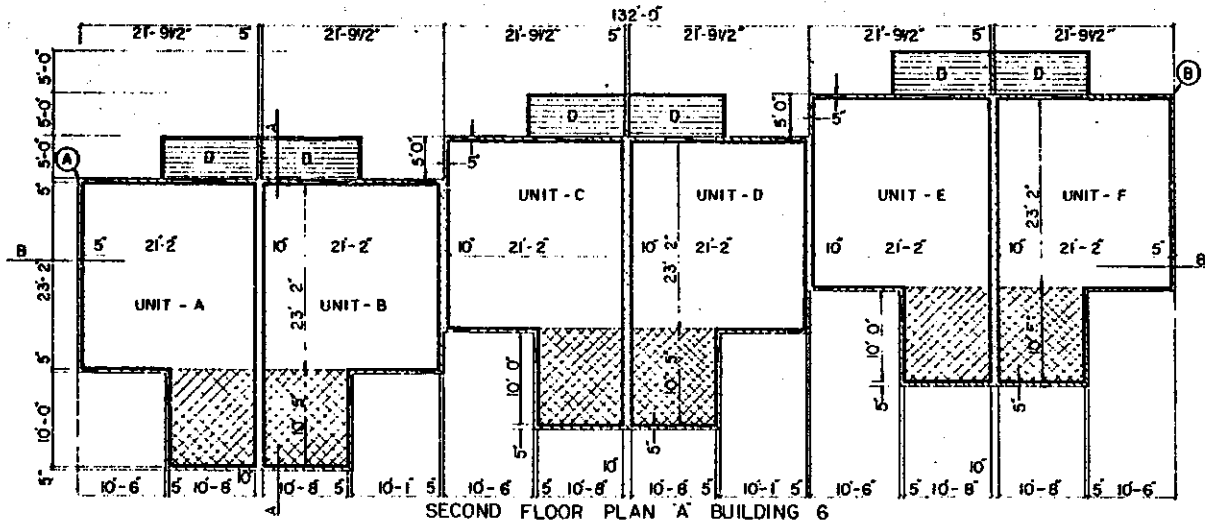
APPROVED  
 SEP 26 1975  
 REGISTERED PROFESSIONAL ARCHITECT  
 STATE OF CALIFORNIA  
 NO. 12345

FIRST FLOOR PLAN  
 HIDEAWAY VALLEY CONDOMINIUM  
 LENNOX AND ASSOCIATES  
 11-6-75  
 SHEET 6

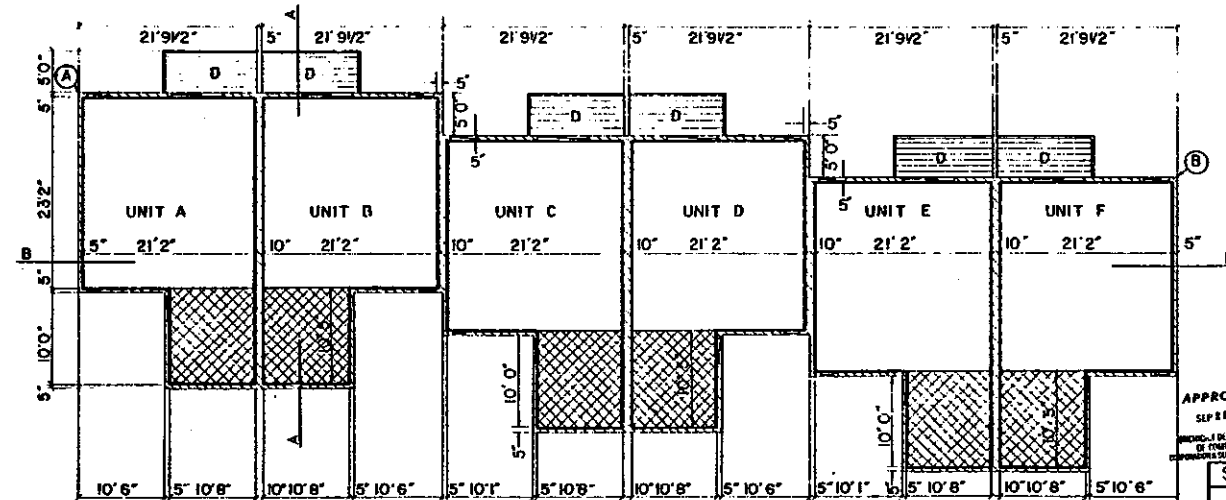


FIRST FLOOR PLAN A BUILDING 6

FIRST FLOOR PLAN B BUILDING 1,2,3,5,7








SECOND FLOOR PLAN 'A' BUILDING 6



SECOND FLOOR PLAN 'B' BUILDING 1,2,3,4,5,7

BLDG NO	POINT	POINT		POINT		
		NORTH	EAST	NORTH	EAST	
1	A	2014.50	1726.89	B	1921.12	1820.78
2	A	2101.76	1566.97	B	2041.90	1684.95
3	A	2024.79	1497.39	B	1960.34	1381.74
4	A	1960.34	1381.74	B	1952.92	1170.42
5	A	2294.48	1204.64	B	2321.84	1075.08
6	A	2445.72	1320.67	B	2313.31	1320.77
7	A	2309.93	1448.56	B	2190.94	1508.77

SCALE: 1" = 6'

SLOPED CEILING   
 LIMITS OF OWNERSHIP   
 GENERAL COMMON ELEMENT   
 LIMITED COMMON ELEMENT   
 DECK  D

ALL UNITS  
 612 14 SQ. FT.  
 4691.35 CU. FT.



BUILDING BEARINGS  
 FROM (A) TO (B)

BLDG	BEARING
1	S 45° 09' 00" E
2	S 63° 05' 47" E
3	S 60° 52' 14" W
4	N 87° 32' 37" W
5	N 78° 04' 30" W
6	S 00° 03' 36" E
7	S 26° 04' 30" E

BLDG	UNITS					
	A	B	C	D	E	F
1	6	5	4	3	2	1
2	12	11	10	9	8	7
3	18	17	16	15	14	13
4	24	23	22	21	20	19
5	30	29	28	27	26	25
6	36	35	34	33	32	31
7	42	41	40	39	38	37

APPROVED  
 SEP 23 1975  
 HIDEAWAY VALLEY CONDOMINIUM  
 HIDEAWAY VALLEY CONDOMINIUM

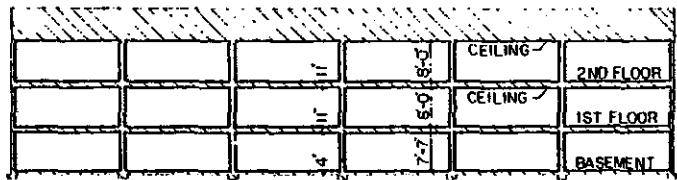
SECOND FLOOR PLAN

HIDEAWAY VALLEY  
 CONDOMINIUM

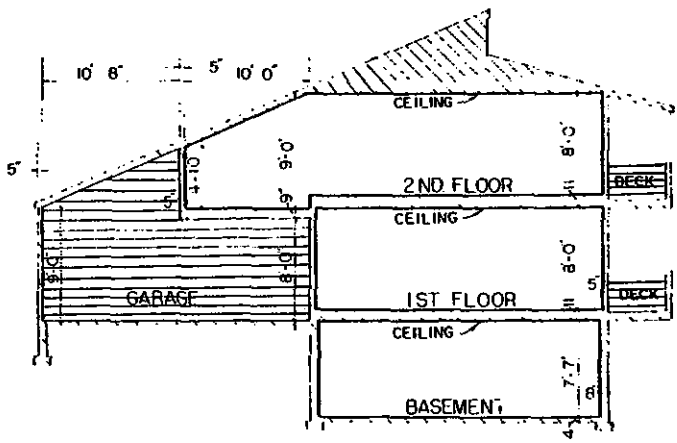
LEYNOR AND ASSOCIATES  
 ARCHITECTS & LAND SURVEYORS  
 4100 W. CENTRAL AVENUE, SUITE 1000  
 LOS ANGELES, CALIF. 90024

11-6-75

SHEET 7






SECTION B-B  
SCALE 1"=10'



SECTION A-A  
SCALE 1"=4'

BLOG NO.	BASEMENT FLOOR ELEVATIONS
1	869.23
2	879.49
3	885.34
4	886.30
5	934.29
6	933.50
7	895.16

USGS DATUM

LIMITED COMMON ELEMENT   
 GENERAL COMMON ELEMENT   
 LIMITS OF OWNERSHIP 

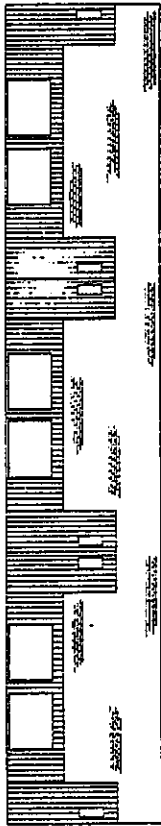
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APPROVED  
 SEP 26 1975  
 BOARD OF COUNTY COMMISSIONERS  
 HIDEAWAY VALLEY

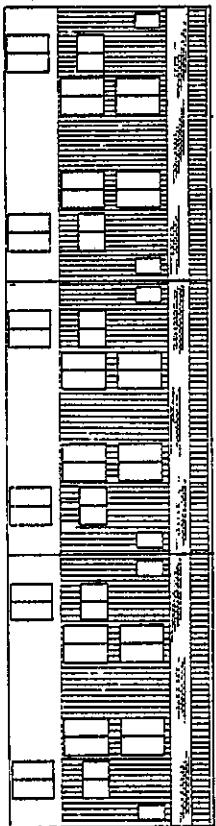
SECTIONS	
HIDEAWAY VALLEY CONDOMINIUM	LENNOX AND ASSOCIATES Architects & Engineers 400 East Canada Street, Suite 200 SHEET 8

11-6-75

LIBER 298 PAGE 458

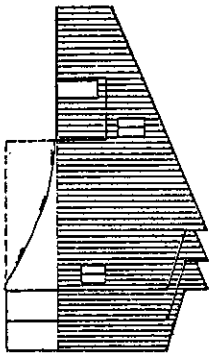


REAR ELEVATION



FRONT ELEVATION

SCALE 1/4" = 8'



DECK DELETED FOR CLARITY  
END ELEVATION



APPROVED  
5/18/13  
ARCHITECT  
LENNOX AND ASSOCIATES

ELEVATIONS  
HIDEAWAY VALLEY  
CONDOMINIUM

LENNOX AND ASSOCIATES  
ARCHITECTS & INTERIORS  
1000 W. 10TH STREET, SUITE 100  
DENVER, CO 80202  
SHEET 9



**MASTER DEED  
HIDEAWAY VALLEY CONDOMINIUM  
(Act 59, Public Acts of 1978)**

This Master Deed is made and executed on this 11th day of September, 1979, by MultiVest, Inc., a Delaware corporation, hereinafter referred to as "Developer," whose office is situated at 24333 Southfield Road, Southfield, Michigan, represented herein by one of its officers who is fully empowered and qualified to act on behalf of said corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978).

W I T N E S S E T H :

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto 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 condominium project.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Hideaway Valley Condominium as a condominium project and does declare that Hideaway Valley Condominium (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 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 and 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 Hideaway Valley Condominium, Emmet County Condominium Subdivision Plan No. \_\_\_\_\_. The architectural plans for the project were approved by the Township of Little Traverse, Emmet County, Michigan. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and 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:

Commencing at the West 1/4 corner of Section 11, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan; thence North 00° 13' 50" East, 847.40 feet to the point of beginning; thence continuing North 00° 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, containing 15.15 acres of land more or less.

Together with an easement for roadway purposes described as: Beginning at the East 1/4 corner of Section 10, Town 35 North, Range 5 West, Little Traverse Township, Emmet County, Michigan; thence South 89° 36' 30" East, 60.0 feet; thence South 00° 23' 30" West, 50.0 feet; thence North 89° 36' 30" West to a point 50.0 feet South of the center of said Section 10; thence North 50.0 feet to the center of said Section 10; thence North 89° 10' 30" East, 2650.51 feet to the point of beginning. Together with and subject to other easements and restrictions of record, if any.