

1991 JUL 17 PM 1:48

MASTER DEED
OF
SIEBENHAR

Alenna L. Lipe
REGISTER OF DEEDS

This Master Deed is made and executed on this 15th day of July, 1991, by Allen C. Sevener and Clara Mae Sevener, husband and wife, hereinafter referred to as "Developer", whose address is 2818 Country Club Road, Petoskey, Michigan 49770, pursuant to the provisions of the Condominium Act (being Act 59 of the Public Acts of 1978, and all amendments thereto, hereinafter referred to as the "Act").

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 under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish SIEBENHAR as a condominium project under the Act and does declare that SIEBENHAR (hereinafter referred to as the "Condominium" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in 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 SIEBENHAR, Emmet County Condominium Subdivision Plan No. *12*. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The project contains individual units for residential purposes only and each unit is capable of individual utilization by virtue of having its own access from and 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 which 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:

Real property located in Township of Bear Creek, County of Emmet, and State of Michigan:

Part of the Northwest 1/4 of the Southeast 1/4 of Section 34, T35N, R5W, Emmet County, Michigan.

Commencing at the south 1/4 corner of Section 34, T35N, R5W, Emmet County, Michigan; thence along the North and South 1/4 line of said Section 34, N01°42'46"W 1324.85 feet to the Place of Beginning; thence along the westline of the Northwest 1/4 of the Southeast 1/4 of said Section 34 and the centerline of Boyer and Country Club Road N01°43'19"W 577.76 feet; thence along the right of way of Siebenhar Way, a 66' wide private road, in the following courses: N88°16'40"E 105.00 feet, 266.19 feet along the arc of a circular curve to the

right, delta 62°15'06", radius 245.00 feet, chord S60°35'47"E 253.29 feet, 268.26 feet along the arc of a circular curve to the left, delta 60°59'30", radius 252.00 feet, chord S59°57'59"E 255.77 feet, N89°32'16"E 378.96 feet, 162.28 feet along the arc of a circular curve to the left, delta 91°09'16", radius 102.00 feet, chord N43°57'38"E 145.70 feet, N01°37'00"W 466.46 feet, 195.94 feet along the arc of a circular curve to the left, delta 98°28'42", radius 114.00 feet chord N50°51'21"W 172.70 feet, S79°54'18"W 150.19 feet, 49.22 feet along the arc of a circular curve to the left, delta 56°24'12", radius 50.00 feet, chord S51°42'12"W 47.26 feet, 309.38 feet along the arc of a circular curve to the right, delta 292°48'24", radius 100.00 feet, chord N10°05'42"W 110.67 feet, 49.22 feet along the arc of a circular curve to the left, delta 56°24'12", radius 50.00 feet, chord S71°53'36"E 47.26 feet, N79°54'18"E 150.19 feet, and 156.18 feet along the arc of a circular curve to the right, delta 49°42'48", radius 180.00 feet, chord S75°14'18"E 151.33 feet, thence N42°48'12"E 409.13 feet; thence along the eastline of the Northwest 1/4 of said Section 34 S01°37'00"E 1328.04 feet; thence along the southline of the Northwest 1/4 of the Southeast 1/4 of said Section 34 and the centerline of Country Club Road S89°32'16"W 1312.94 feet to the Place of Beginning, subject to the rights of the public over Country Club and Boyer Roads and containing 18.65 acres, more or less.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in the 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 SIEBENHAR OWNERS' ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, and land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Siebenhar, 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" or "Condominium Act" means the Michigan Condominium Act being Act 59 of the Public Acts of 1978, as amended by Act 513 of the Public Acts of 1980, and Act 283 of the Public Acts of 1980, Act 4 of the Public Acts of 1982, Act 538 of the Public Acts of 1982, and any amendments thereto.

(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 exercised 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 8 of the Act to be recorded as part of the Master Deed.

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

(e) "Common Elements" means the portions of the condominium project other than the condominium units and includes both general common elements and limited common elements.

(f) "Condominium Unit" or "Unit" each means the three dimensional space constituting a single complete unit in Siebenhar as such space is described on Exhibit "B" hereto, designed and intended for separate ownership and use, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The unit does not include the land under the unit, but the soils within the unit are part of the unit. All structures and improvements now or hereafter located within the boundaries of a unit shall be wholly owned by the Co-owner of such unit and shall not constitute common elements unless otherwise expressly provided in the condominium documents.

OFFICE OF
Treasurer of Emmet County Petoskey, Mich. 7-17-1991
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 any individual for the past five years. Prior to date of record.

(g) "Condominium documents" whenever used means and includes this Master Deed and Exhibits "A" and "B" hereto and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the project including, without limitation, the Articles of Incorporation, Association Bylaws, and the Rules and Regulations.

(h) "Condominium Project", "Condominium" or "Project" means Siebenhar, 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 condominium 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 thereof, and all easements, rights, and appurtenances belonging to Siebenhar as described above.

(l) "Developer" shall mean Allen C. Sevener and Clara Mae Sevener, husband and wife, who have made and executed this Master Deed, and their successors and assigns.

(m) "Sales Period" means the period commencing with the first recording of the Master Deed for this project and continuing as long as the Developer owns any unit which it offers for sale in the project.

(n) "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

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.

ARTICLE IV COMMON ELEMENTS

The common elements and the limited common elements of the project described in Exhibit "B" attached hereto and the responsibility for maintenance, decoration, repair and replacement are as follows:

A. The general common elements are:

- (1) Land: The land described in Article II hereof including the land lying below each unit as shown on Exhibit "B" hereto, but excepting all other lands designated on Exhibit "B" as Limited Common Elements or soils lying within any condominium unit.
- (2) Roads: Siebenhar Way, the road located within the Condominium Project.
- (3) Utilities: All utilities located within the condominium project shall be deemed general common elements, subject to the rights of any public utility or municipality or other provider of such utility, up to the point where such utility service is diverted from a main line to service a specific unit or units.
- (4) Such other elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence of the Project.

B. The limited common elements are:

- (1) Yards: Two side yards, one back yard, and one front yard, and all improvements thereon except to the extent that such improvements are public or private utilities that service or are appurtenant to another unit or are owned by a public authority or utility company are appurtenant to each unit as limited common elements and such yards are designated on Exhibit "B" attached hereto with numbers which correspond to the units to which such yards appertain. As limited common elements, all yards and such improvements shall be subject to the exclusive use and enjoyment of the Co-owners of the unit to which such yards and improvements appertain, except to the extent that easement(s) through any yard grant to any person or entity rights to use any section of a yard for purposes specified in any applicable easement.
- (2) Electricity: The electric box, electrical lines from each electric box to a unit, and each electric meter, are appurtenant to the unit(s) that are directly served thereby and are limited common elements. As limited common elements, such electric box, lines, and meter shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such electric box, lines and meter appertain.
- (3) Telephone: The telephone box and telephone lines from a main line to a unit are appurtenant to the unit that is directly served thereby and are limited common elements. As limited common elements, such telephone box and telephone lines shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such telephone box and lines appertain.
- (4) Gas: The gas lines from each gas main to a unit and each gas meter are appurtenant to the unit that is directly served thereby and are limited common elements. As limited common elements, the lines and meter shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such line and meter appertain.
- (5) Cable Television: Cable television lines from a service main line to a unit are appurtenant to the unit that is directly served thereby and are limited common elements. As limited common elements, such lines shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such lines appertain.
- (6) Driveways: Driveways, upon being constructed, if ever, by Co-owners on their limited common yards shall be limited common elements that are appurtenant to the unit on which such improvements are made. As limited common elements, such driveways shall be subject to the exclusive use and enjoyment of the Co-owners of the unit to which such driveway appertains.
- (7) Wells: Each individual well servicing a residence within a unit shall be a limited common element subject to the exclusive use and enjoyment of the Co-owner of the unit to which such well appertains.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the public authority or by the company that is providing the utility service. Accordingly, such utility lines, systems and equipment shall be limited common elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

C. The respective responsibilities for installation, maintenance, decoration, repair, and replacement (and expenses of any utilities thereby utilized) of the general common elements and limited common elements are as follows:

- (1) The Co-owner shall be responsible for:
 - (a) The maintenance, repair and replacement of the general common land lying below his Unit.
 - (b) The maintenance, decoration, repair, and replacement of the side yard, back yard, or front yard appurtenant to a unit, and all improvements including landscaping thereon except to the extent that such improvements are public or private utilities that are subject to installation, maintenance, repair or replacement by any public authority, utility company or another Co-owner, and except to the extent that such responsibilities are assumed by the Association.
 - (c) The installation, maintenance, decoration, repair and replacement (and the costs of the utilities thereby provided) of the electrical meter and servicing lines, telephone box and servicing lines, cable television lines, gas meter and servicing lines, water well, and septic system that are appurtenant to his respective unit; except to the extent that any appropriate authority or company providing such equipment and utilities is obligated to install, maintain, decorate, repair or replace such equipment.
- (2) The Association shall be responsible for the costs of the installation, maintenance, decoration, repair and replacement of all general common elements other than as described in Article IV, Section C. (1).
- (3) The Master Deed and the Condominium Bylaws shall further regulate the manner and obligation of the Association and each Co-owner to perform their respective responsibilities described in this Article IV, C, (1) and (2) above.

ARTICLE V CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of Siebenhar as prepared by Bidstrup & Young, Inc., attached hereto as Exhibit "B". Each unit shall include all the space shown on Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown for each unit on Exhibit "B" have been measured by James E. Young, Licensed Land Surveyor.

B. Percentage of Value: This project consists of Units 1 through 9, inclusive. The total value of the project is 100. Since each unit is expected to make approximately the same demand on the common resources of the Condominium, the percentage of value assigned to each unit is equal. This percentage of value shall be determinative of each Co-owner's respective share of the common elements of the condominium project and their proportionate share of each respective unit in the proceeds and expenses of administration. The value of each Co-owner's vote at meetings of the Association of the Co-owners shall be equal.

ARTICLE VI EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the Master Deed of Siebenhar and consisting of nine (9) units is intended to be the first phase of an expansion project to contain in its entirety twenty-three (23) units. Additional units, if any, will be constructed upon all or some portion of the following described land:

The Northwest 1/4 of the Southeast 1/4 of Section 34, T35N, R5W, Bear Creek Township, Emmet County, Michigan, EXCEPT: Commencing at the South 1/4 corner of Section 34, T35N, R5W, Emmet County, Michigan; thence along the North and South 1/4 line of said Section 34, N01°42'46"W 1324.85 feet to the Place of Beginning; thence along the westline of the Northwest 1/4 of the Southeast 1/4 of said Section 34 and the centerline of Boyer and Country Club Road N01°43'19"W 577.76 feet; thence along the right of way of Siebenhar Way, a 66' wide private road, in the following courses: N88°16'40"E 105.00 feet, 266.19 feet along the arc of a circular curve to the right, delta 62°15'06", radius 245.00 feet, chord S60°35'47"E 253.29 feet, 268.26 feet along the arc of a circular curve to the left, delta 60°59'30", radius 252.00 feet, chord S59°57'59"E 255.77 feet, N89°32'16"E 378.96 feet, 162.28 feet along the arc of a circular curve to the left, delta 91°09'16", radius 102.00 feet, chord N43°57'38"E 145.70 feet, N01°37'00"W 466.46 feet, 195.94 feet along the arc of a circular curve to the left, delta 98°28'42", radius 114.00 feet chord N50°51'21"W 172.70 feet, S79°54'18"W 150.19 feet, 49.22 feet along the arc of a circular curve to the left, delta 56°24'12", radius 50.00 feet, chord S51°42'12"W 47.26 feet, 305.38 feet along the arc of a circular curve to the right, delta 292°48'24", radius 100.00 feet, chord N10°05'42"W 110.67 feet, 49.22 feet along the arc of a circular curve to the left, delta 56°24'12", radius 50.00 feet, chord S71°53'36"E 47.26 feet, N79°54'19"E 150.19 feet, and 156.18 feet along the arc of a circular curve to the right, delta 49°42'48", radius 180.00 feet, chord S75°14'18"E 151.33 feet, thence N42°48'12"E 409.13 feet; thence along the eastline of the Northwest 1/4 of said Section 34 S01°37'00"E 1328.04 feet; thence along the southline of the Northwest 1/4 of the Southeast 1/4 of said Section 34 and the centerline of Country Club Road S89°32'16"W 1312.94 feet to the Place of Beginning, subject to the rights of the public over Country Club and Boyer Roads and containing 18.65 acres, more or less.

(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 six (6) years after recording of the Master Deed, be increased by the addition to the Condominium of any portion of the future development and the construction of up to fourteen (14) 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 Bear Creek. 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 adjustments shall reflect a continuing reasonable relationship among percentages of value based upon an equal percentage of value except that if any unit does not utilize Siebenhar Way to gain vehicular access to the unit, it shall not be responsible to pay expenses to maintain and repair Siebenhar Way. 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 parcel or parcels 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 in the Project to any roadways 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 located in the Project. The Developer reserves the right to construct recreational facilities on any portion of the future development and in connection with such amenities, to impose the obligation to support such amenities on all Co-owners of the Project including those Co-owners of earlier phases of the project. At the time of recording of this Master Deed it is premature to make any decision as

to precise locations of the units to be added under amendments hereto. The Developer reserves the right, in its sole discretion, to locate such units anywhere within the total real property described above, and retain title to any land beyond that which is legally necessary at a minimum for density purposes to construct the Project. All of the Co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII EASEMENTS

A. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

In the event any portion of a condominium unit or common element encroaches upon another condominium unit or common element due to shifting, settling or moving of a building, or due to survey errors, or errors in construction, 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.

B. GRANT OF EASEMENTS BY ASSOCIATION

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered (and obligated to the extent that Developer, its successors and assigns, requests any such easements, licenses, rights-of-entry or rights-of-way) to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, including all units and the common elements for any utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described herein; subject, however, to the approval of the Developer during the Sales Period. No easements created under the condominium documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby and without the consent of the Developer during the Sales Period.

C. GRANT OF EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT

The Developer, the Association and all public and private utilities are hereby granted easements to service units within the project only over, under, across and through the condominium premises, including all units and common elements as may be necessary to fulfill any responsibilities for maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the condominium documents or under law or to respond to any emergency. These easements include, without any implication of limitation, the right to the Association to obtain access to electrical, gas, storm sewers, telephone, cable television, and to the unit itself, improvements therein, and the yards thereof. This

grant of easement does not grant any person or utility company the right to service customers outside of the project through this easement.

As to the unit and the yards thereof, without limiting the terms of the foregoing easement, the Association (and/or the Developer during the Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation) to take whatever action or actions it deems necessary to maintain, decorate, repair or replace any Co-owner's unit (or any part thereof), its appurtenances or improvements located within a unit or any of its limited common elements, in the event that the Co-owner of such unit fails to properly maintain the exterior of his unit, its appurtenances or improvements located within a unit, or any limited common elements appurtenant thereto, in accordance with the standards set forth in the Condominium Bylaws and in accordance with rules and regulations passed by the Association, from time to time, notwithstanding the fact that it is intended, in the first instance, that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of, and decoration of his unit (and appurtenant limited common elements as provided in this Master Deed) and the residence and all appurtenances and improvements constructed or otherwise located within such unit or such limited common elements. Failure of the Association (or the Developer) to take any such immediate action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at any future time. All costs incurred by the Association or the Developer in performing any remedial action shall be assessed against the Co-owner of the unit or limited common element for which costs were incurred, and such costs shall be due and payable with his next installment of his annual assessment, and a lien for non-payment shall attach against the condominium unit and all appurtenances and improvements thereon as allowed and provided under Article II of the Condominium Bylaws.

D. TELEPHONE EASEMENT

The Developer has granted an easement to Michigan Bell Telephone Co. for the construction and maintenance of a telephone transmission line as depicted on the Utility Plan South, Sheet 6 of Exhibit "B".

ARTICLE VIII AMENDMENT

This Master Deed, the Condominium Bylaws (Exhibit "A" to the Master Deed) and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended as hereinafter set forth:

Prohibited Amendments

A. During Developer's Sales Period, this Master Deed, and its Condominium Bylaws (Exhibit "A" hereto) and its Condominium Subdivision Plan (Exhibit "B" hereto), shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the prior written consent of the Developer.

B. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's condominium unit's dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

C. The responsibility for maintenance, repair or replacement of limited common elements shall not be modified without the written consent of the Co-owner of any unit to which the same are appurtenant.

D. No amendment to the condominium documents shall be made which is prohibited by law.

Developer's Right to Amend

A. If there is no Co-owner other than the Developer, with the consent of any interested mortgagee, the Developer may unilaterally amend this Master Deed. An amendment under this section shall become effective upon the recording thereof if executed by the Developer.

B. The Developer may (without the consent of any Co-owner, mortgagee 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, amend this Master Deed to change the types and sizes of unsold condominium units and their appurtenant limited common elements, and make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect the 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 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 condominium documents may be amended by the Developer (without the consent of any Co-owner, mortgagee or any other person) even if the amendment will materially alter or change the rights of the Co-owners or mortgagees if the Developer is exercising a reserved right stated in the condominium documents to amend such documents to achieve specified purposes.

Co-owner's Right To Amend

The condominium documents may be amended by the co-owners and the unit mortgagees even if the amendment will materially alter or change the rights of the Co-owners or mortgagees with the consent of 66 2/3 percent of the votes of the Co-owners and mortgagees (a mortgagee shall have one vote for each mortgage held), unless an amendment is expressly prohibited by these condominium documents or by law.

Amendment Procedures

A. Amendments to the condominium documents 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 of the co-owners, or by an instrument in writing signed by them. 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.

B. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment; except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, in which event the costs are expenses of administration.

C. A Master Deed amendment dealing with the addition, withdrawal, or modification of units or other physical characteristics of the project shall comply with the standards prescribed by Section 66 of the Act for preparation of an original condominium subdivision plan for this project. Co-owners and mortgagees of record shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

D. An amendment to the Master Deed or other recorded condominium document shall not be effective until the amendment is recorded. A copy of the recorded amendment shall be delivered to each Co-owner of this project.

Relocation and Subdivision

A. The Developer or any Co-owner or Co-owners shall be permitted to relocate the boundaries between adjoining condominium units in accordance with Section 48 of the Michigan Condominium Act, provided that such relocation shall not violate any setback requirements of the Bear Creek Township Zoning Ordinance, the Act, or the condominium documents. The procedure for amendment to the Master Deed to provide for such relocation of boundaries between condominium units shall be as set forth in Section 48 of the Act.

Termination of the Project

A. If there is no Co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project. A termination under this section shall become effective upon any required notice to interested parties and the recordation thereof if executed by the Developer.

B. If there is a Co-owner other than the Developer, then the condominium project shall be terminated only by the agreement of the Developer and consent of 80% of the unaffiliated Co-owners of condominium units in the Siebenhar condominium project.

ARTICLE IX
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the condominium documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by them to any other person, entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Register of Deeds for the county in which the project is located.

WITNESSES:

Leigh Pollari
Leigh Pollari

Allen C. Sevener
Allen C. Sevener

Dona Lee Pratchard
Dona Lee Pratchard

Clara Mae Sevener
Clara Mae Sevener

STATE OF MICHIGAN)
COUNTY OF EMMET)

On this 15th day of July, 1991, the foregoing Master Deed was acknowledged before me by Allen C. Sevener and Clara Mae Sevener, husband and wife.

Dona Lee Pratchard
Dona Lee Pratchard
Notary Public, Emmet Co., Michigan
My commission expires: 2-13-95

THIS MASTER DEED WAS PREPARED BY: William W. Hofmann, PLUNKETT & COONEY, P.C., 303 Howard Street, Petoskey, Michigan 49770



OFFICIAL SEAL
Glenna A. Sipe, ROD

Emmet Register of Deeds
07/21/2004 12:18P

JUL 13 2004

L-1053 P-946

NOTICE OF COMMENCEMENT

TITLE COMPANY FILE NUMBER: EM-56514

The Meadows of Petoskey, L.L.C., a Michigan Limited Liability Company, being duly sworn, deposes and says:

TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishings to the below named designee and the General Contractor, if any, and by timely recording a claim of lien in accordance with law.

A person having a construction lien arising by virtue of materials supplied or work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishings may be obtained upon making a written request by certified mail to the named owner or lessees; the designee, or the person with whom you have contracted.

The legal description of the real property on which the improvement is to be made is:

2

Land situated in the Township of Bear Creek, Emmet County, Michigan:

Units 85 through 92, THE MEADOWS OF PETOSKEY, a condominium according to the Master Deed recorded in Liber 706, page 004 through 073, Emmet County Records, and amendments thereto, and designated as Emmet County Condominium Subdivision Plan No. 214, together with rights in general common elements and limited common elements as set forth in said Master Deed and amendments thereto, and as described in Act 59 of the Public Acts of 1978, as amended.

The name, address and capacity of the owner or lessee of the real property contracting for improvement is:

Name: Meadows of Petoskey, LLC
Address: 4144 US 31 S., Petoskey, MI 49770
Capacity: owner

The name, address of the fee owner of the real property if the person contracting for the improvement is a land contract vendee or lessee, is:

Name:
Address:

The name and address of the owner of lessee's designee is:

Name: Meadows of Petoskey, LLC
Address: 4144 US 31 S., Petoskey, MI 49770

The name and address of the general contractor, if any is: (the person with whom you have contracted to provide substantially all the improvements to the property):

Name: Meadows of Petoskey, LLC
Address: 4144 US 31 S., Petoskey, MI 49770

WARNING TO HOMEOWNER*

MICHIGAN LAW REQUIRES THAT YOU DO THE FOLLOWING:

1. COMPLETE AND RETURN THIS FORM TO THE PERSON WHO ASKED FOR IT WITHIN TEN (10) DAYS AFTER THE DATE OF THE POSTMARK ON THE REQUEST.
2. IF YOU DO NOT COMPLETE AND RETURN THIS FORM WITHIN TEN (10) DAYS YOU MAY HAVE TO PAY THE EXPENSES INCURRED IN GETTING THE INFORMATION.
3. IF YOU DO NOT LIVE AT THE SITE OF THE IMPROVEMENT, YOU MUST POST A COPY OF THIS FORM IN A CONSPICUOUS PLACE AT THAT SITE.

YOU ARE NOT REQUIRED BY LAW BUT SHOULD DO THE FOLLOWING:

1. COMPLETE AND POST A COPY OF THIS FORM AT THE PLACE WHERE THE IMPROVEMENT IS BEING MADE, EVEN IF YOU LIVE THERE.
2. MAKE AND KEEP A COPY OF THIS RECORD.

Witnesses

The Meadows of Petoskey, L.L.C.; a Michigan Limited Liability Company

By: John R. Watson
John R. Watson, member

State of Michigan)
County of Emmet)ss

Subscribed, sworn to and acknowledged before me this 9th day of July, 2004

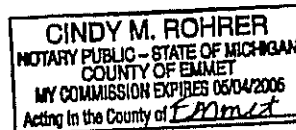
My Commission expires:

Cindy M. Rohrer

, Notary Public
Acting in _____ County, Michigan

*This warning is not applicable if the improvement is not a "residential structure" as defined by the Michigan Construction Lien Act, P.A. 1980, No. 497 as amended.

Prepared by:
J. Watson
Assisted by
Metropolitan Title
616 Petoskey St.
Petoskey, MI 49770



9/16

EXHIBIT A

CONDOMINIUM BYLAWS

SIEBENHAR

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. SIEBENHAR, a residential condominium project located in the Township of Bear Creek, 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 or any persons acquiring any interest in any unit therein and all persons using or entering upon the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

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

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

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

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each condominium unit owned. The Developer shall vote for those units that may be created subject to Article I, Section 7.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a condominium unit in the condominium project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Article I, Section 7. 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.

(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 unit or units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal 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 at least fifteen (15) days in advance of said meetings.

(g) The presence in person or by proxy of twenty-five (25%) percent 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 have 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 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.

(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 in accordance with Section 57 of the Act, 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 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 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 shall prepare and distribute a financial statement to each owner at least once a year.

The Association shall keep current copies of the approved Master Deed, and all amendments to the Master Deed and other condominium documents for the condominium project available at reasonable hours for Co-owners, prospective purchasers and prospective mortgagees of condominium units in the condominium project.

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 and any successors thereto elected by the Developer prior to the transitional control date, determined 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.

(6) To acquire, maintain and improve, and to buy, manage, operate, sell, convey, assign, mortgage or lease any real or personal property including any unit in the condominium and easements, right-of-ways and licenses on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidence 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, that any such action shall also be approved by affirmative vote of more than seventy-five (75%) percent of all of the members of the Association.

(8) To make rules and regulations in accordance with Article VI 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 the institutional lenders and 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 Association may provide for independent management of the condominium project. Any service contract which exists between the Association and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(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 transitional control date 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 the members so long as such actions are within the scope of powers or 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, qualification, 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 the 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.

Section 6. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. 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. 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 the Developer and may be called, at Developer's discretion, at any time. Within 120 days after twenty-five (25%) percent of all units in all phases of the development of the condominium have been sold, and the purchasers thereof qualified as members of the Association, Developer must call a meeting and at least one director and not less than twenty-five (25%) percent of the Board of the Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-third (33-1/3%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the units that may be created, and before conveyance of ninety (90%) percent of such units, the non-developer Co-owners shall elect all directors on the Board, except, that the Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least ten (10%) percent of the units in the project or as long as ten (10%) percent of the units remain that may be created. Notwithstanding the formula provided above, 54 months after first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, if title to seventy-five (75%) percent of the units that may be created, has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors of the Association of Co-owners equal to the percentage of units they hold, and the Developer has the right to elect, as provided in the condominium documents, a number of members of the Board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established for non-developer Co-owners. There is no requirement that there be a change in the size of the Board as determined in the condominium documents because of this Section. If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under this Section, or if the product of the number of members of the Board multiplied by the percentage of units held by the non-developer Co-owners under this Section results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners have the right to elect. After the application of this formula, the Developer shall have the right to elect the remaining members of the Board; provided, however, nothing shall eliminate the right of the Developer to designate one (1) member as provided in this Section.

Section 8. The Developer shall appoint an advisory committee of non-developer Co-owners either 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the condominium project Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Co-owners.

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 be expenses of administration within the meaning of Section 54 of the Act, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association 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 be receipts of administration.

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 of 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. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The reserve fund shall be used for major repairs and replacement of those common areas which must be replaced on a periodic basis. This reserve fund shall be funded by the time of the transitional control date, and the Developer shall be liable for any deficiency in this amount at the transitional control date. The minimum standard required may prove to be inadequate for this project. The Association should carefully analyze the project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. All units shall be assessed equally regardless of the percentage of value of any unit, except that if any unit is created which cannot utilize Siebenhar Way to gain vehicular access to the unit, it shall not be responsible to pay expenses to maintain and repair Siebenhar Way. 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 the replacements of existing common elements, (3) to provide additions to the common elements with a cost not exceeding \$2,500.00, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or 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 or

additions with a cost exceeding \$2,500.00 per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (3)(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 seventy-five (75%) percent of all Co-owners.

(c) Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax date. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the Co-owners as provided in Section 69 of the Act. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax date shall be assessed against the individual condominium unit notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number on the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved Master Deed is recorded. Any assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessments of any fraction of any unit or combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

(d) The Developer shall be responsible for payment of a portion of actual Association expenses for accounting and legal fees, public liability and casualty insurance, utility maintenance and grounds maintenance incurred during the sales period based on the number of units held by the Developer. Notwithstanding anything to the contrary contained herein, however, the Developer shall never be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, nor any cost of investigating and preparing such claim or litigation or any similar or related cause.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in two (2) equal semi-annual installments, payable on January 1 and July 1, commencing with the acceptance of a deed to any unit or with acquisition of fee simple title to a condominium unit 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 thirty (30) days in default shall be subject to a late charge of \$50.00 and shall bear interest at the highest rate allowed by law 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 condominium unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by abandonment of his condominium unit.

Section 6. The Association may enforce collection of delinquent assessments as follows:

(a) Sums assessed to a Co-owner by the Association, including late charges and interest, which are unpaid constitute a lien upon the unit or units in the project owned by the Co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any State or Federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a Notice of Lien, recorded as set forth in Section 108(3) of the Condominium Act have a priority over a first mortgage recorded subsequent to the recording of the Notice of Lien. The lien upon each condominium unit owned by the Co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the Co-owner but which became due while the Co-owner had title to the condominium units. The lien may be foreclosed by judicial action or by advertisement by the Association of Co-owners in the name of the condominium project on behalf of the other Co-owners. All Co-owners consent to the right of the Association to foreclose the lien for delinquent assessments by advertisement and to sell the same at a foreclosure sale.

(b) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(c) A foreclosure proceeding may not be commenced without recordation and service of a Notice of Lien in accordance with the following:

(1) A Notice of Lien shall set forth the legal description of the condominium unit or condominium units to which the lien attaches, the name of the Co-owner of record thereof, the amounts due the Association at the date of the notice, exclusive of interest, late charges, costs, attorney fees and future assessments.

(2) The Notice of Lien shall be in recordable form, executed by an authorized representative of the Association and may contain such other information as the Association may deem appropriate.

(3) The Notice of Lien shall be recorded in the office of the Register of Deeds for Emmet County, Michigan, and shall be served on the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner, at least ten (10) days in advance of commencement of the foreclosure proceeding.

(d) The Association, acting on behalf of all the Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the condominium unit.

(e) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

(f) An action for money damages and foreclosure may be combined in one action.

(g) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium unit, if not occupied by the Co-owner and to lease the condominium unit and collect and apply rents therefrom.

Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any condominium unit in the project who comes into possession of the condominium unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. Upon the sale or conveyance of condominium unit, all unpaid assessments against the condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

(b) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of those set forth in the written statement. Unless the purchaser or grantee requests the written statement from the Association as provided in the Act, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, and attorney fees incurred in the collection thereof.

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 any proper court 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 a court.

Section 4. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-owners in connection with the common elements or the condominium units in the project.

ARTICLE IV INSURANCE

Section 1. The Association shall carry building and personal property insurance coverage and general 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 mortgagee endorsements to the mortgagees of Co-owners. All common elements of the condominium project shall be insured against causes of loss - special form (formerly all risk coverage) in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. General liability insurance shall be carried in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate or the value of all assets owned by the Association. Such liability insurance shall cover all premises and operations of the Association. All information in the Association's records regarding insurance

coverage held by the Association shall be made available to all Co-owners at reasonable times so that Co-owners will be able to coordinate their insurance coverage with that of the Association.

(b) Each Co-owner shall have the responsibility to obtain insurance coverage at his own expense upon his unit and all improvements made to his unit and limited common elements appurtenant to his unit, his personal property located within his unit or elsewhere on the condominium project, and for his personal liability for occurrences within his unit or upon the limited common elements appurtenant to his unit, and also for alternative living expense in event of a fire or any other casualty. The Association shall have absolutely no responsibility for obtaining such insurance coverage. 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.

(c) All premiums for 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, 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. 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 of a unit in the condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of building and personal property insurance coverage, general liability insurance and workmen's compensation insurance, if applicable, pertinent to the general common elements of the condominium project, 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 their 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 general common element, the property shall be rebuilt or repaired, unless it is determined by a unanimous vote of all of the Co-owners in the condominium that the damaged property shall not be repaired or replaced.

(b) If the damaged property is a unit, a limited common element appurtenant to a unit, any improvements within a unit, or general common land lying below a unit, then the Co-owner of that unit shall alone determine whether to rebuild or repair the damaged property if the Co-owner (and not the Association) is to pay the costs thereof, subject, however, to such Co-owner obtaining prior approval as to the construction plans and specifications therefor as provided under Article VI and Article VII, which approval shall not be unreasonably withheld, and

subject to the right of any mortgagee or other person or entity having an interest in such property. Such Co-owner shall be responsible for the costs and supervision of any reconstruction or repair that he elects to make. Regardless, however, of whether a Co-owner elects to so engage in such repairs, the Co-owner shall always, at his expense, remove all debris and restore his unit and improvements therein, the general common land lying below his unit, and his appurtenant limited common elements, to a clean, safe and sanitary condition that is satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of any damage thereto. Furthermore, each Co-owner shall always be accountable to the Association for any negligently caused damage to the common elements.

Section 2. Any such rebuilding or repair by the Association shall be substantially in accordance with the Master Deed and the plans and specifications, if any, for the project and to restore to a condition as comparable as possible to the condition of the condominium existing prior to the damage unless the Co-owners shall unanimously decide otherwise. Any such rebuilding or repair which is the responsibility and expense of a Co-owner shall be in accordance with the terms and conditions of these Bylaws and as approved by the Board of Directors of the Association.

Section 3. The following provisions shall control the Association's responsibility:

(a) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, replacement or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair the damaged property to 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 such repair. This Article shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

(b) If damage to common elements adversely affects the appearance of the project in the sole opinion of the Board of Directors, then the Association, if responsible for the reconstruction, repair, replacement and maintenance thereof, shall proceed with repair of the damaged property without delay, and shall complete such replacement, repair, reconstruction, or maintenance within six (6) months after the date of the occurrence which caused damage to such common elements.

Section 4. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire unit or any improvements within the 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 unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the common elements and the affirmative vote of more than fifty (50%) percent of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the condominium project continues after taking by eminent domain, then the remaining portion of the condominium project shall be resurveyed and the Master Deed amended accordingly, and, if any unit 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 unit in the condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or 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 5. 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 \$10,000.00 in amount.

Section 6. 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 distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE VI RESTRICTIONS

Section 1. No unit in the condominium or portion thereof shall be used for other than a single residential dwelling, and no business, trade, or enterprise of any kind or nature whatsoever shall be conducted in any unit, and the common elements shall be used only for purposes consistent with the use as a residence.

Section 2. A Co-owner may lease his unit for the purposes set forth in Section 1 of this Article VI; provided, that any such lease shall be for a minimum term of sixty (60) consecutive days. With the exception of a lender in possession of a unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire unit in the condominium. The terms of all leases, rental agreements, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents and all other Owners' Association rules and regulations.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of such condition.

Section 4. No animal may be kept or bred for any commercial purposes. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. The owner of the animal shall be responsible for cleaning up any excrement deposited on the common elements or another Co-owner's unit. No animal may be permitted to run loose at any time upon the common elements. All animals shall at all times be attended by a responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept in the condominium project. Any Co-owner who causes any animal to be brought

or kept in the condominium project 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 premises, whether or not the Association has given its permission therefor.

Section 5. The common elements, limited or general, and the outdoor part of the condominium unit shall not be used for storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles must be animal proof and shall be maintained within the residence on a unit at all times and shall not be permitted to remain elsewhere on the common elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his unit or upon the common elements, which spoils the appearance of the condominium.

Section 6. Roads, driveways, yards and landscaped areas shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 7. All house trailers, vehicles (whether motorized or non-motorized), boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, automobiles or trucks shall be stored by the owner thereof within their garage. All garage doors shall be kept closed when not in use.

Section 8. No signs or other advertising devices shall be displayed which are visible from the exterior of a condominium unit or on the common elements, including "For Sale" signs without written permission from the Association.

Section 9. 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 transitional control date as provided in Article I, Section 7 of these Bylaws. 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 except that the Co-owners may not revoke any regulation or amendment prior to said transitional control date.

Section 10. Each Co-owner shall maintain his condominium unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean, neat, attractive and sanitary condition. Each Co-owner shall keep the grass and weeds cut and the dead trees, shrubbery and plants removed prior to constructing a residence and thereafter. Each Co-owner shall keep the exterior of the improvements on his unit and limited common elements in a good state of repair and appearance. In the absence of adequate maintenance by a Co-owner, the Association shall have the authority to correct such condition and bill the Co-owner for all costs incurred. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, electrical, natural gas, cable T.V. or other utility conduit and/or system or any other limited common element which is appurtenant to or which may affect any other condominium unit.

Section 11. No motorized recreational vehicles may be operated within the project other than travel that is necessary to enter or exit a residence and the project.

Each Co-owner shall be responsible for damages or expenses 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).

Section 12. None of the restrictions contained in this Article VI shall apply to the commercial activities, signs or billboards, if any, of the Developer during the sales period as defined herein, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of the Association and Bylaws as the same may be amended from time to time. Until all condominium units in the entire condominium project are sold by Developer, Developer shall have the right to maintain a sales office, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the project as may be reasonable to facilitate the development and sale of the entire project by the Developer. The Developer shall pay all costs related to the use of condominium units or common elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

Section 13. Tenants or non-Co-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all other Association rules and regulations and all leases and rental agreements shall so state. If the Association determines that the tenant or non-Co-owner occupant fails to comply with the conditions of the condominium documents or Association rules and regulations, the Association shall take the following action:

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

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

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceedings. The Association may hold both the tenant and Co-owner liable for any damages caused by the Co-owner or tenant in connection with the condominium unit.

When a Co-owner is in arrears 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 may fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE VII ARCHITECTURAL CONTROL & BUILDING RESTRICTIONS

Section 1. The Board of Directors is hereby established as the Architectural Control Committee. In order to assure harmonious and aesthetic development of building sites in the condominium project, no structures may be constructed, no land graded, no existing trees cut or improvements made to any units or limited common element without the approval of the Architectural Control Committee being first obtained. All site plans, construction plans, specifications and proposals for the design and location of dwellings, fences, roofs, exterior colors, land cuts, location of water wells, septic tanks, leach beds and the like must be submitted in writing to the Architectural Control Committee for approval. The Architectural Control Committee may require prior to the commencement of any construction or improvement that modifications be made in the design, color, location, placement or manner of construction of any proposed improvement. No improvement shall be made except pursuant to specific approval of the Architectural Control Committee. All plans, layouts, proposals and requests which are not specifically approved by the Architectural Control Committee within fifteen (15) days, or approved by it subject to certain modifications within such period, shall be deemed disapproved. The Architectural Control Committee may disapprove any plan, site layout or proposed improvement for violation

of these restrictions or any instance when it deems the structure or improvement proposed would lessen the aesthetic harmony in terms of the overall appearance and development of the condominium.

Section 2. No dwelling in the condominium project shall have a height greater than twenty-five (25') feet from the natural finished grade except for any dwellings located on Units 5, 6, 7, 8, 9, 10, and 11 which shall be permitted to have a height not greater than thirty-five (35') feet from the natural finished grade. The Architectural Control Committee shall have the right to approve the location of the structures on the building site in order to protect the view of other Co-owners.

Section 3. All dwellings shall have solid masonry foundations.

Section 4. No building or structure shall be erected on the front yard, side yard or rear yard limited common elements. Buildings, including decks and porches, may be constructed up to the unit lines.

Section 5. No trash, garbage, or rubbish shall be allowed to accumulate on any building site.

Section 6. Single story dwellings must contain at least 2,200 square feet of living area and two story dwellings must contain at least 2,800 square feet of living area. Living area shall exclude basements, walk-out lower levels, garages, and enclosed porches.

Section 7. Temporary structures, trailers, camper vehicles, mobile homes, tents, shacks, and other vehicles or structures of similar nature are prohibited. No basement or garage may be inhabited as residential living quarters either temporarily or permanently.

Section 8. All garages must be attached to the residence. No detached garages, outbuildings or other enclosed structures shall be allowed on the unit.

Section 9. All driveways must be hard-surfaced with either asphalt or cement.

Section 10. No residence shall be constructed with an artificial earth berm which has the effect of making the finished grade around the residence appear unnatural.

Section 11. All buildings shall be completely closed in and completed as to exterior finish within eight (8) months after commencement of construction.

Section 12. All individual wells shall be pressure-sealed and shall comply with the provisions of Act 294, Public Acts of 1965, being the Ground Water Quality Control Act, and any rules and regulations required by District Health Department No. 3.

Section 13. No propane gas tanks, fuel oil tanks, radio or television antennas, or satellite dishes shall be permitted on any unit within the condominium project.

Section 14. No tree shall exceed a height of twenty-five (25') feet and may be restricted to a lower height to protect views of other Co-owners. The Board of Directors of the Association shall control all trimming and pruning to take place on all general common elements, limited common elements or units within the project. The cost of all future trimming and pruning or removal of new growth to maintain the view will be an expense of the Siebenhar Owners' Association; except that a Co-owner who has requested such trimming or pruning may be required to bear the expense of the same.

Section 15. Subsurface sewage disposal systems shall be installed in accordance with the requirements of the local Health Department District No. 3 of Emmet County, Michigan, and no dwelling shall be occupied until said approved subsurface sewage disposal system has been installed. In addition, a Co-owner must comply with all other provisions of the District Health Department No. 3 regulations pertaining to water supplies and sewage disposal. Prior to site clearing or placement of driveways, culverts, or excavation for building development, permits to construct individual sewage systems shall be obtained from District Health Department No. 3.

Section 16. Any change or amendment to existing law or further legislation which may be enacted by any governmental unit having legislative control over the area embraced by the condominium project, or any future rules and regulations which may be adopted by the Michigan Department of Health or its subsidiary or successor agencies shall be deemed to be incorporated herein by reference after the same become effective. These regulations pertaining to health, water supply and sanitation may not be amended by action of the property owners, anything to the contrary herein notwithstanding.

Section 17. The driveways for all units must connect to Siebenhar Way, except for any unit which may be created that cannot gain access over Siebenhar Way. No road or driveway may be constructed upon any unit to be used as access to any other lot, property or subdivision other than a unit in the condominium project.

Section 18. No log homes or A-frame homes may be built within the condominium project.

Section 19. No outdoor swimming pools may be constructed within the condominium project.

Section 20. No structure, driveway or any type of facility or construction may be done on any unit in such a way that it will impair the natural drainage of the site. All land cuts caused by driveway installation or home construction must be stabilized. The manner and material used for stabilization must be approved by the Architectural Control Committee.

Section 21. All roofs must be of cedar shakes, wood shingles or asphalt seal-down singles. Where asphalt shingles are used the color is to be between the shades of flat black to medium grey.

Section 22. No perimeter fencing will be permitted to be installed on any unit, although decorative, protective and screening fence with a maximum height of four (4') feet will be allowed. Before any fence is installed, the design, texture, and color must first be submitted to and approved for installation by the Architectural Control Committee. No chain link fence will be permitted on any unit for any purpose or reason.

ARTICLE VIII MORTGAGES

Section 1. Any Co-owner who mortgages his unit 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 Condominium Units". The Association may, at the written request of mortgagee of any such condominium unit, report any unpaid assessments due from the Co-owner of such condominium unit. The Association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the Co-owner of such condominium unit that is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against public liability or perils covered by extended coverage, and the amounts of such coverage.

ARTICLE IX COMPLIANCE

Section 1. The Association and all present or future Co-owners, tenants, future tenants, or any other person 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

Section 1. 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 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 assessments) 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 proceedings 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 attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

(c) The violation of any of the provisions of the condominium documents shall also give the Association or its duly authorized agents in addition to the rights set forth above, the right to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the condominium documents.

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 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.

Section 4. A Co-owner may maintain an action against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the condominium documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the condominium documents or the Condominium Act.

ARTICLE XII
SEVERABILITY

Section 1. In the event that any of the terms, provisions, or covenants of these Bylaws or the condominium documents are held to be particularly 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.

SURVEYOR'S CERTIFICATE

I, JAMES E. YOUNG, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAT HEREON AS LEVEL COURSE COORDINATE CONVENTION PLAT NO. 26628 AS SHOWN ON THE ACCOMPANYING GRAPHS, REPRESENTS A SURVEY OF THE CROWN LAND LATER ON DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND BENCH MARKS HAVE BEEN LOCATED IN THE CORNER AS REQUIRED BY THE REGULATIONS UNDER SECTION 142 OF ACT NUMBER 55 OF THE PUBLIC ACTS OF 1978.

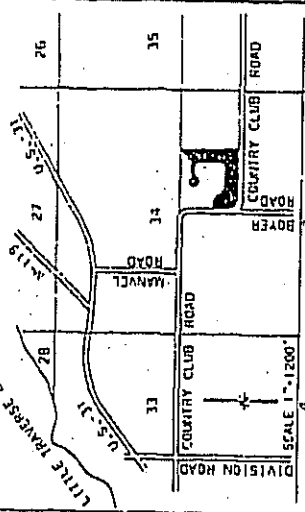
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 55 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SUCH, THE ANGLE ON SURVEY PLANS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 55 OF THE PUBLIC ACTS OF 1978.

JAMES E. YOUNG, P.E., L.S.
 REGISTRATION NO. 24276
 BIDSFURP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 DATE: JUNE 20, 1991

EASTLINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 PLAT OF HAMILTON ESTATES EAST, LIBER B OF PLATS PAGE 37

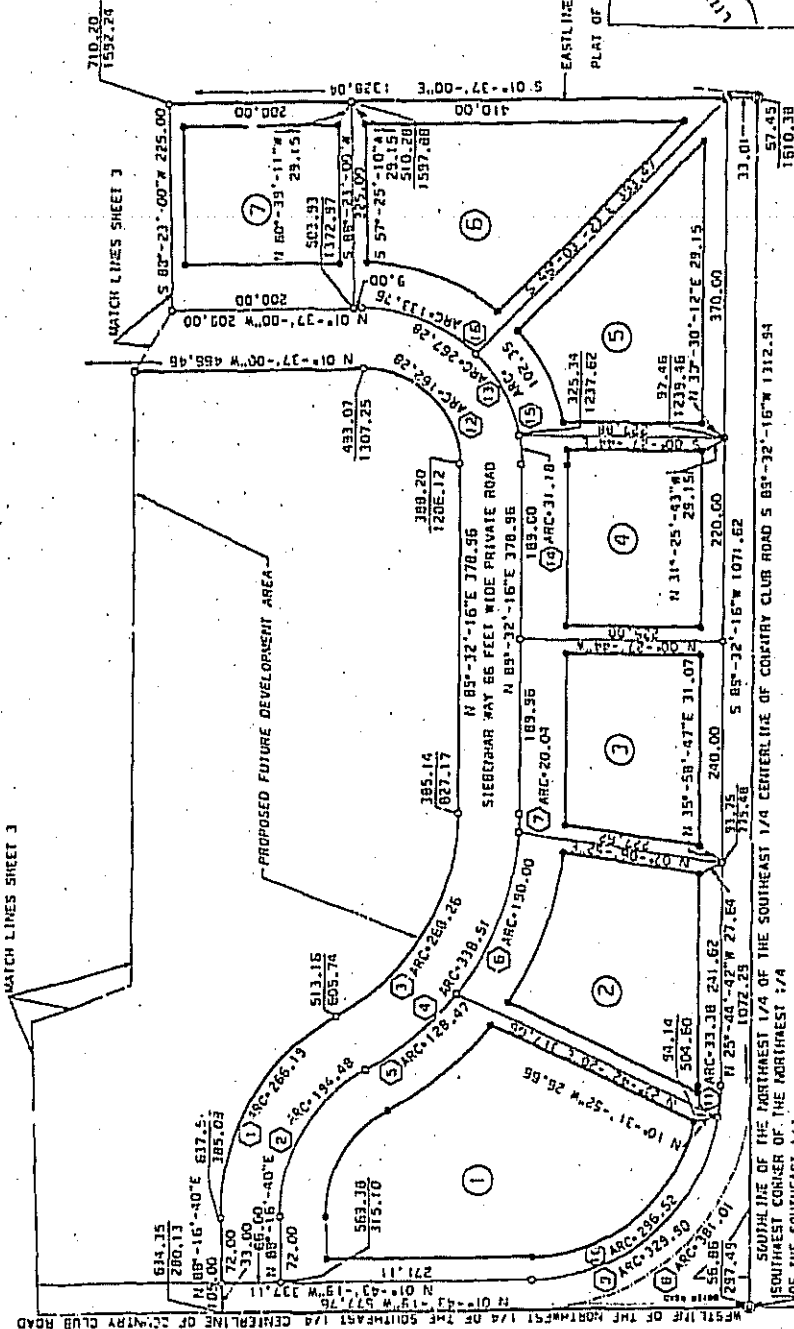
VICINITY MAP



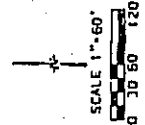
THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JAMES E. YOUNG, P.E., L.S. NO. 24628
 DATE: JUNE 20, 1991

SIEBENHAR SURVEY PLAN, SOUTH 2



CURVE NUMBER	RADIUS	DELTA	CHORD	BEARING
1	285.00	62°-15'-06"	253.28	S 60°-35'-47"E
2	179.00	62°-15'-06"	185.06	S 60°-35'-47"E
3	252.00	60°-59'-30"	255.77	S 59°-57'-58"E
4	318.00	60°-59'-30"	322.75	S 59°-57'-58"E
5	318.00	23°-08'-52"	127.60	S 41°-02'-43"E
6	318.00	34°-14'-00"	187.19	S 64°-44'-05"E
7	318.00	03°-36'-38"	20.05	S 88°-39'-25"E
8	246.00	88°-44'-23"	344.05	N 48°-05'-31.5"W
9	213.00	88°-44'-25"	237.50	N 48°-05'-31.5"W
10	213.00	75°-45'-42"	273.14	N 41°-36'-10"W
11	213.00	8°-59'-43"	33.34	N 85°-59'-23"W
12	102.00	91°-09'-16"	145.70	N 43°-57'-38"E
13	169.00	91°-09'-16"	239.97	N 43°-57'-38"E
14	169.00	10°-31'-00"	31.13	N 84°-13'-16"E
15	169.00	34°-54'-16"	100.77	N 61°-27'-08"E
16	168.00	45°-37'-00"	130.25	N 21°-11'-30"E

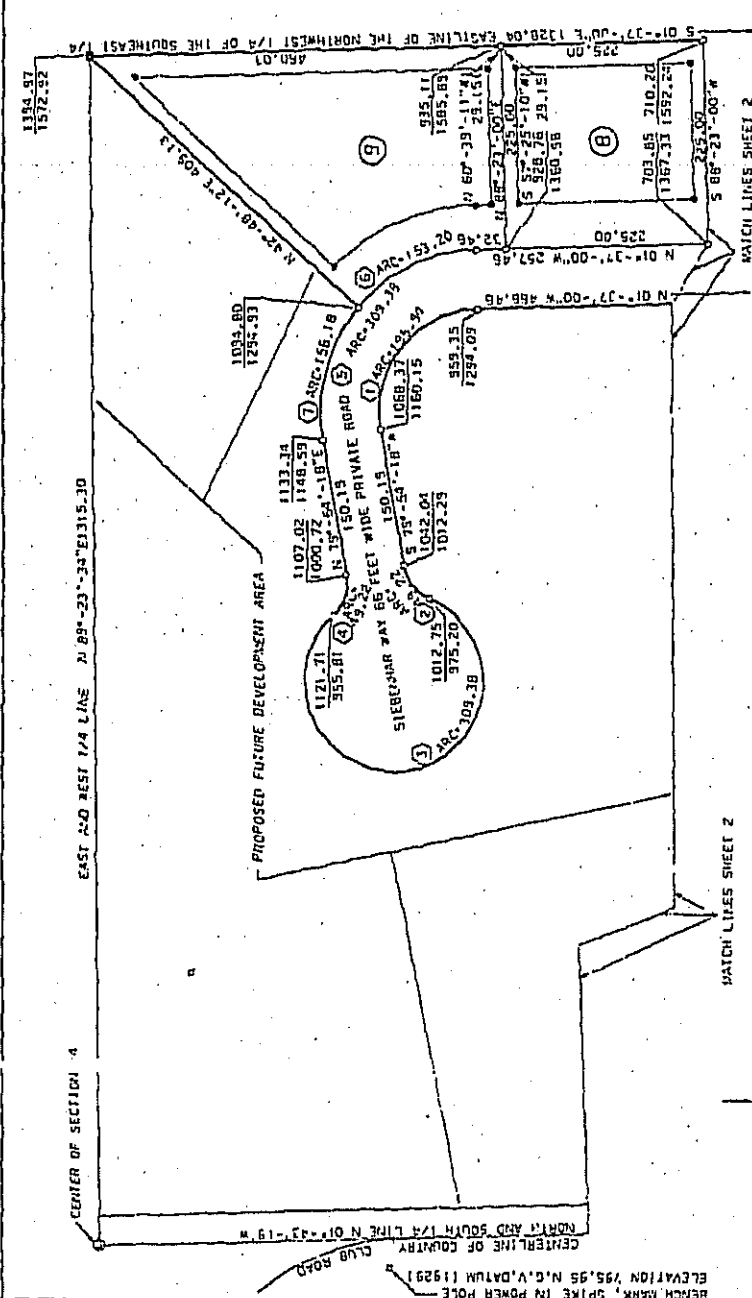


- LEGEND**
- INDICATES CONCRETE MONUMENT
 - ⊙ INDICATES SURVEY IRON FOUND
 - INDICATES 5/8" IRON ROD SET
 - INDICATES 3/4" IRON PIPE SET
 - INDICATES NORTH COORDINATE
 - INDICATES EAST COORDINATE
 - ⊖ INDICATES CURVE FLASER
- SEE SHEET 3 FOR BENCH MARK
 SEE SHEET 5 & 7 FOR UTILITY & DRAINAGE EASEMENTS

THE BEARINGS ARE BASED ON THE PLAT OF HAMILTON ESTATES EAST SOUTH 1/4 CORNER 3F SECTION 34

NORTH AND SOUTH 1/4 LINE
 WESTLINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 CENTERLINE OF COUNTRY CLUB ROAD
 SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 CENTERLINE OF COUNTRY CLUB ROAD S 85°-32'-16"W 1312.54
 SOUTHWEST CORNER OF THE NORTHWEST 1/4
 PLACE OF BEGINNING

CURVE NUMBER	RADIUS	DELTA	CHORD
1	114.00	58°-28'-42"	166.10
2	50.00	58°-28'-12"	47.25
3	100.00	232°-48'-23"	110.67
4	50.00	58°-24'-12"	47.26
5	100.00	58°-20'-42"	272.66
6	100.00	48°-05'-54"	148.62
7	100.00	43°-42'-48"	131.33



SCALE 1"=60'
0 30 60 120

LEGEND

- INDICATES CONCRETE MONUMENT
- ⊙ INDICATES SURVEY IRON PEG
- INDICATES 5/8" IRON ROD SET
- INDICATES 3/4" IRON PIPE SET
- INDICATES IRON COORDINATE
- INDICATES EAST COORDINATE
- ⓐ INDICATES CURVE NUMBER

SEE SHEET 7 FOR UTILITY & CHARGE EASEMENTS

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 1607 S. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

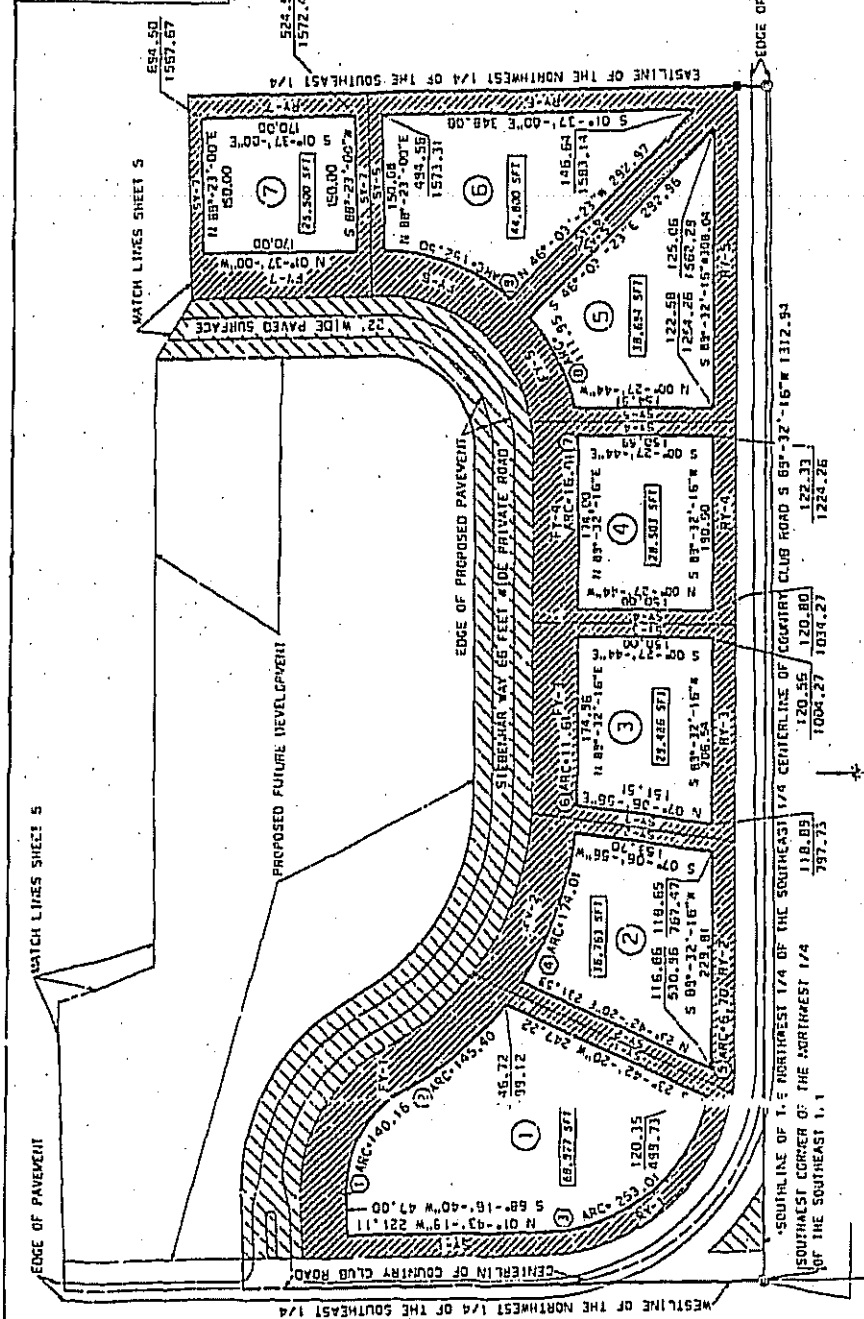
4-1962

JAMES E. YOUNG, P.E., L.S. 197, 2462B
 DATE: JUNE 20, 1991



SIEBENHAR SURVEY PLAN NORTH 3

CURVE NUMBER	RADIUS	DELTA	LENGTH	BEARING
1	129.00	62°-15'-06"	133.37	S 60°-35'-37"E
2	168.00	22°-38'-16"	144.45	S 40°-47'-22"E
3	168.00	27°-05'-34"	234.35	N 40°-55'-35"W
4	168.00	02°-02'-32"	172.60	S 70°-25'-51"E
5	168.00	01°-49'-28"	6.70	N 83°-26'-28"W
6	368.00	04°-12'-32"	11.51	S 83°-13'-31"E
7	218.00	25°-25'-26"	16.01	N 87°-26'-00"E
8	218.00	40°-04'-53"	110.73	N 62°-30'-41"E
9	218.00	40°-04'-53"	159.31	N 20°-00'-03"E



ALL IMPROVEMENTS SHOWN ON THIS SHEET "MUST BE BUILT"

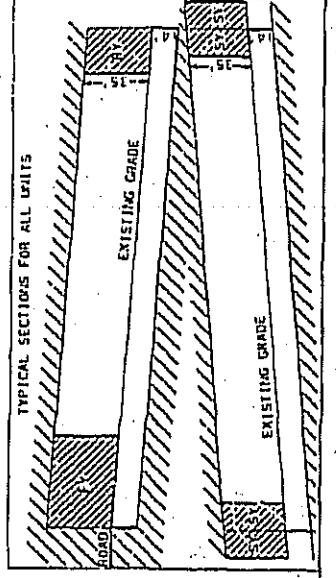
THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAY STREET
 HARBOR SPRINGS, MICHIGAN 49740

J. E. Young
 JAMES E. YOUNG, P.E., L.S. NO. 24826
 DATE: JUNE 20, 1981

STIEBHAR

SITE PLAN SOUTH SECTIONS

4



SCALE 1" = 60'

0 30 60 120

LEGEND

- INDICATES GENERAL COMMON ELEMENT
- INDICATES LIMITED COMMON ELEMENT
- 000.00 INDICATES NORTH COORDINATE
- 1000.00 INDICATES EAST COORDINATE
- INDICATES CURVE NUMBER
- 66-377-321 UNIT AREA IN SQUARE FEET
- LIMITS OF OWNERSHIP

SEE SHEETS 6 & 7 FOR UTILITY AND DRAINAGE EASEMENTS

SOUTH 1/4 CORNER OF SECTION 34

CURVE NUMBER	RADIUS	DELTA	CHORD LENGTH	BEARINGS
1	230.00	42°-20'-03"	173.56	N 21°-47'-02" W

EAST AND WEST 1/4 LINE N 89°-23'-34" E 1315.30

CENTER OF SECTION 34

NORTH AND SOUTH 1/4 LINE

PROPOSED FUTURE DEVELOPMENT

EDGE OF PROPOSED PAVEMENT

22' WIDE PAVED SURFACE

165 FEET WIDE PRIVATE ROAD

317.703 SFT

1549.25

1397.33

907.88

1500.00

1500.00

1500.00

1500.00

1500.00

1500.00

1500.00

1500.00

1500.00

1500.00

1500.00

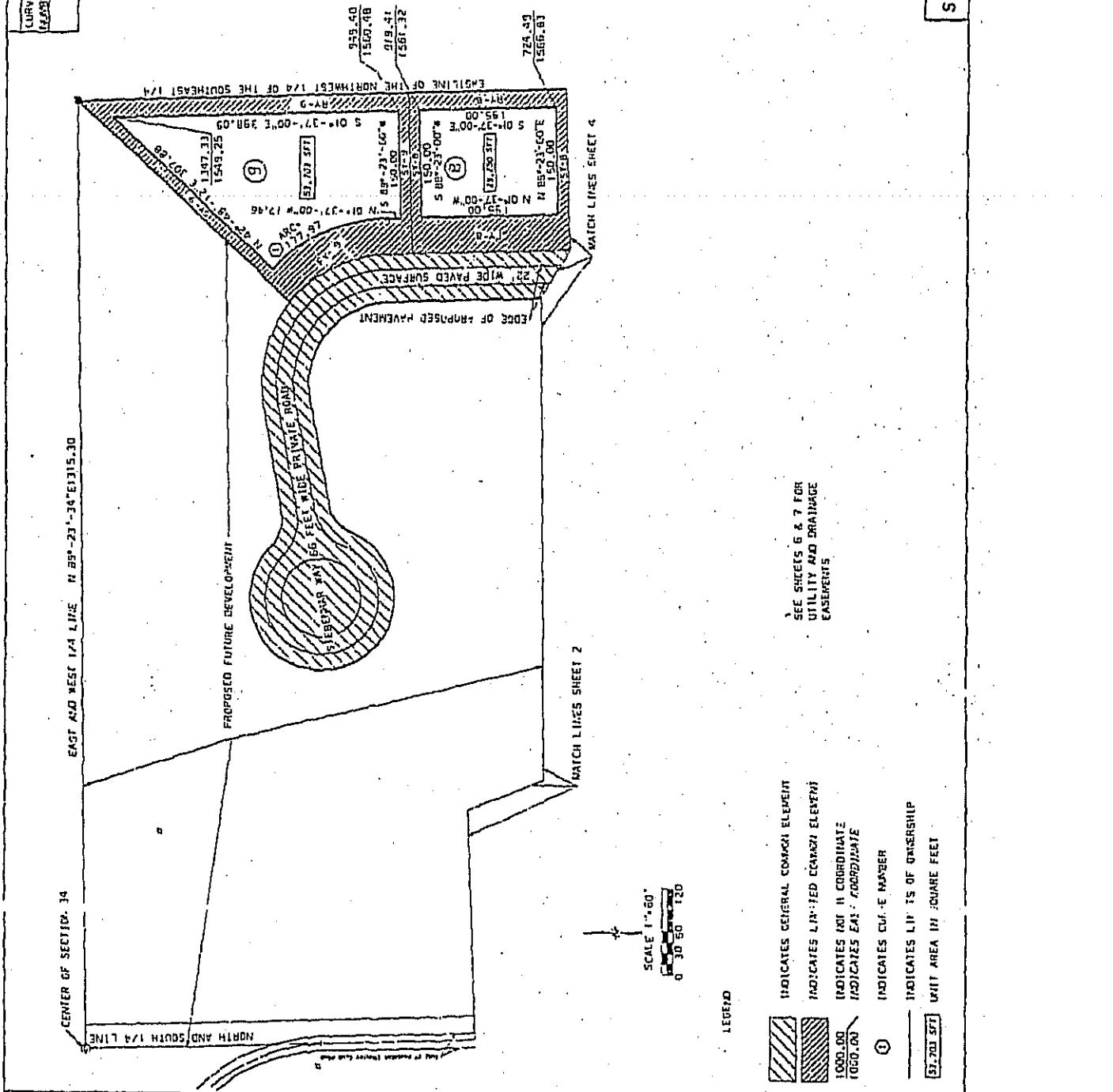
1500.00

1500.00

1500.00

1500.00

1500.00



SEE SHEET 4 FOR UNIT SECTIONS
ALL IMPROVEMENTS SHOWN ON THIS SHEET
MAY BE BUILT

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
607 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740

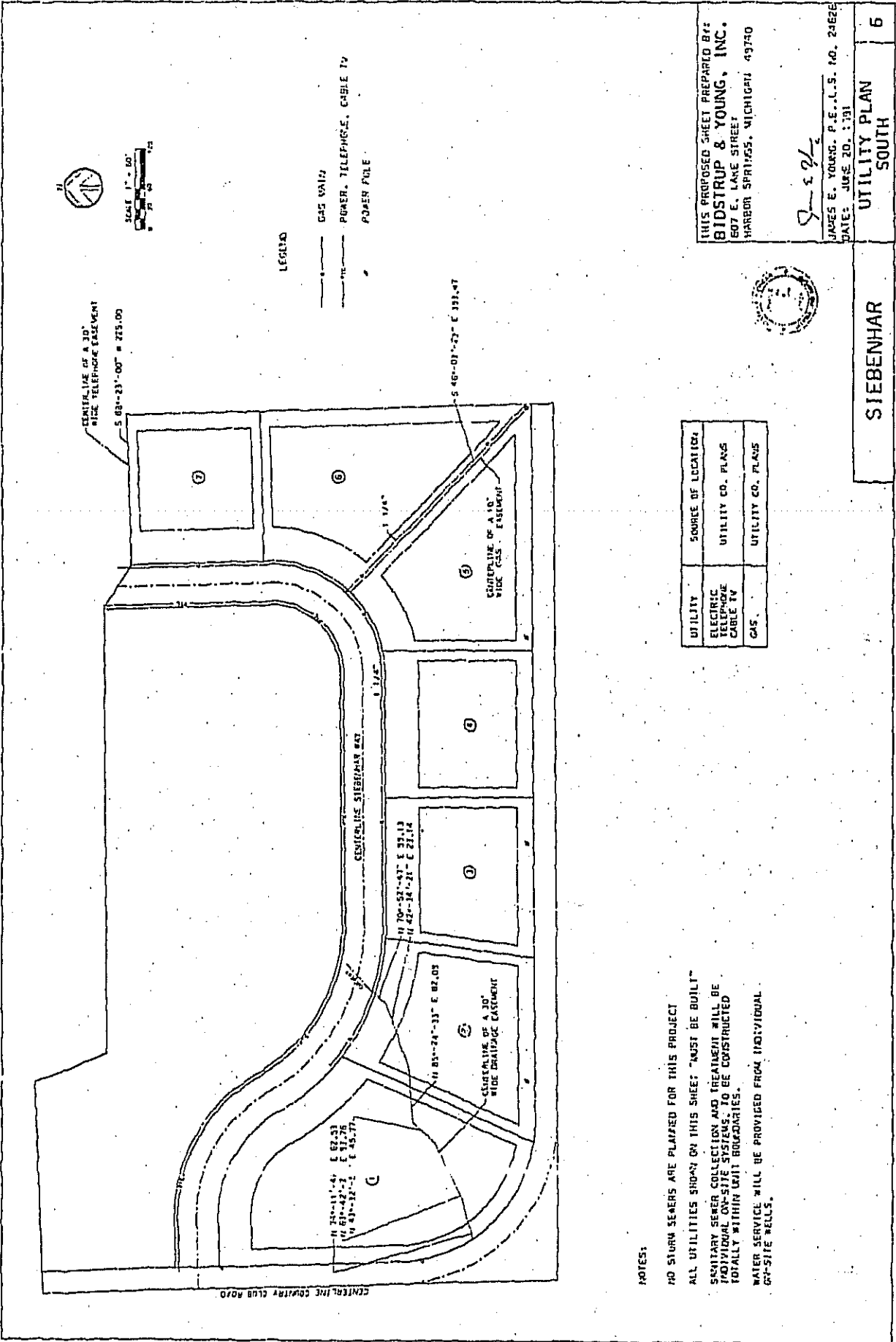
DATE: JUNE 20, 1991

SEE SHEETS 6 & 7 FOR
UTILITY AND DRAINAGE
EASEMENTS

- INDICATES GENERAL CORNER ELEVATION
- INDICATES FINISHED CORNER ELEVATION
- INDICATES AREA IN COORDINATE
- INDICATES AREA IN COORDINATE
- INDICATES CURVE NUMBER
- INDICATES LINE IS OF OWNERSHIP
- UNIT AREA IN SQUARE FEET

SCALE 1"=60'
0 30 60 120

SIEBENHAR **SITE PLAN NORTH** **5**



UTILITY	SOURCE OF LOCATION
ELECTRIC	UTILITY CO. PLANS
TELEPHONE	UTILITY CO. PLANS
CABLE TV	UTILITY CO. PLANS
GAS	UTILITY CO. PLANS

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 WARREN SPRINGFIELD, MICHIGAN 49750

J. E. H.

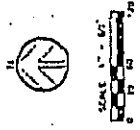
JAMES E. YOUNG, P.E., L.S., NO. 2462E
 DATE: JUNE 20, 1981

UTILITY PLAN
SOUTH

SIEBENHAR

6

CAD 7/17/81

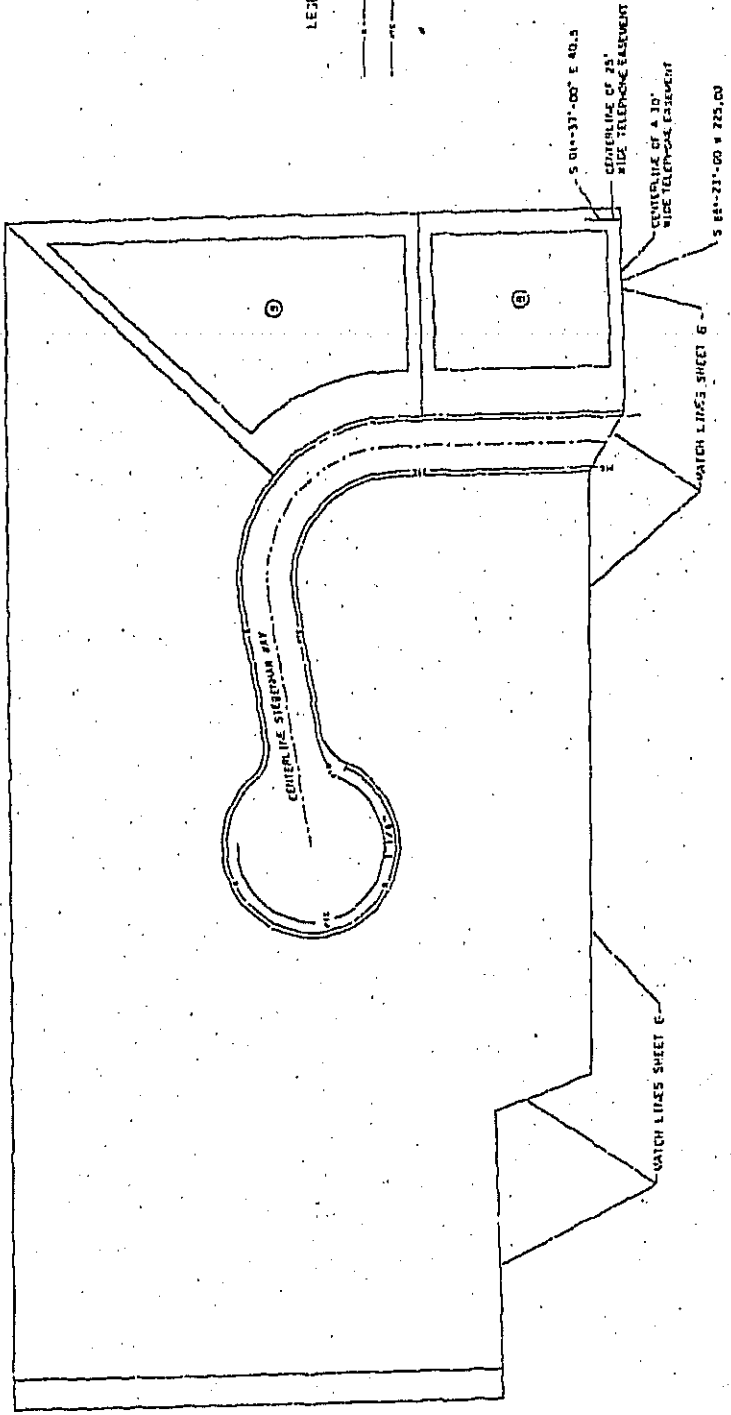


LEGEND

— GAS MAIN

— POWER, TELEPHONE, CABLE TV

— POWER POLE



NOTES:

NO STORM SEWERS ARE PLANNED FOR THIS PROJECT

ALL UTILITIES SHOWN ON THIS SHEET "MUST BE BUILT"

SANITARY SEWER COLLECTION AND TREATMENT WILL BE INDIVIDUAL ON-SITE SYSTEMS, TO BE CONSTRUCTED TOTALLY WITHIN UNIT BOUNDARIES.

WATER SERVICE WILL BE PROVIDED FROM INDIVIDUAL ON-SITE WELLS.

UTILITY	SOURCE OF LOCATION
ELECTRIC	UTILITY CO. PLANS
TELEPHONE	UTILITY CO. PLANS
CABLE TV	UTILITY CO. PLANS
GAS	UTILITY CO. PLANS

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740



J. E. Young
 JAMES E. YOUNG, P.E., No. 21626
 DATE: JUNE 20, 1981

UTILITY PLAN NORTH

SIEBENHAR

7

CS-911-10-1

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

1995 MAR 27 AM 11:54

Alanna C. Lyles
REGISTER OF DEEDS

AMENDMENT TO MASTER DEED

SIEBENHAR

EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 88
Recorded in Liber 449, Pages 162 through 194,
Emmet County Records

AMENDMENT TO CONDOMINIUM BY-LAWS

Section 6 of Article VII, Architectural Control & Building
Restrictions, shall be amended to read as follows:

Single-story dwellings must contain at least 2,200
square feet of living area, and two-story dwellings
must contain at least 2,400 square feet of living
area. Living area shall exclude basements, walk-out
lower levels, garages and enclosed porches.

All other provisions of the By-Laws are confirmed as recorded.

Dated: March 24, 1995

Signed in the presence of:

Gilbert M. Sevener
Gilbert M. Sevener

Teresa M. Sevener
Teresa M. Sevener

Allen C. Sevener
Allen C. Sevener, Developer

Clara Mae Sevener
Clara Mae Sevener, Developer

STATE OF MICHIGAN)
County of Emmet) ss.

The foregoing instrument was acknowledged before me this 24th day
of March, 1995, by Allen C. Sevener and Clara-Mae Sevener.

My Commission Expires:

Teresa M. Sevener
Teresa M. Sevener

December 28, 1997

Notary Public
Emmet County, Michigan

This instrument prepared by: William B. Conn
Attorney at Law
616 Petoskey Street
Suite 400
Petoskey, Michigan 49770

LIBER 579 PAGE 342

SECOND AMENDMENT TO MASTER DEED

STATE OF MICHIGAN
EMMET COUNTY
RECORDED

SIEBENHAR

96 JUL 16 PM 12:05

Emmet County Condominium Subdivision Plan No. 88
Recorded in Liber 449, Pages 162 through 194,
Emmet County Records, and amended in
Liber 544, Page 938, Emmet County Records

Alanna B. Lipe
REGISTER OF DEEDS

AMENDMENT TO CONDOMINIUM BY-LAWS

Article VII, Architectural Control and Building Restrictions, shall be amended to read as follows:

Section 2 shall now read:

Section 2. No dwelling in the condominium project shall have a height greater than twenty-five feet (25') from the natural finished grade, except for any dwellings located on Units 4, 5, 6, 7, 8, 9, 10 and 11, which shall be permitted to have a height not greater than thirty-five feet (35') from the natural finished grade. The Architectural Control Committee shall have the right to approve the location of the structures on the building site in order to protect the view of other Co-Owners.

Section 13 shall now read:

Section 13. No propane gas tanks, fuel oil tanks, radio or television antennas, or satellite dishes larger than 18" in diameter, shall be permitted on any unit within the condominium project.

Section 21 shall now read:

Section 21. All roofs must be of cedar shakes, wood shingles or asphalt seal-down shingles. Where asphalt shingles are used, the color will be reviewed for approval by the Architectural Control Committee.

The Disclosure Statement shall be amended to read as follows:

The paragraph concerning cable television in the Utilities section shall now read:

Cable television service will be provided by TCI Cablevision, its successors and/or assigns, whose address at the time of this Amendment is 2255 M-119, Petoskey, Michigan 49770, but may be from time to time amended.

All other provisions of the By-Laws are confirmed as recorded.

Dated: July 12, 1996.

Signed in the presence of:

Gilbert M. Sevener
Gilbert M. Sevener

Allen C. Sevener
Allen C. Sevener, Developer

Teresa M. Sevener
Teresa M. Sevener

Clara Mae Sevener
Clara Mae Sevener, Developer

STATE OF MICHIGAN)
) ss.
County of Emmet)

The foregoing instrument was acknowledged before me this 12th day of July, 1996, by Allen C. Sevener and Clara Mae Sevener.

My Commission Expires:
12/28/97

Teresa M. Sevener
Teresa M. Sevener
Notary Public
Emmet County, Michigan

Prepared by: William B. Conn, Attorney at Law
616 Petoskey Street, Suite 400
Petoskey, Michigan 49770

99 FEB 23 PM 12:17

Alanna C. Sizer
REGISTER OF DEEDS

OFFICE OF
Treasurer of Emmet County Petoskey, Mich. 2-23-99
I hereby certify that I have examined the records in my
office and it appears that the taxes on the above
description have been paid for the past five years and that
there are no tax liens or titles held by the State or any
individual for the past five years. Prior to date of deed.
Clara Mae Sevens
County Treasurer

FOURTH AMENDMENT TO MASTER DEED
OF
SIEBENHAR

This Fourth Amendment to the Master Deed of Siebenhar is made and
dated on this 20th day of FEB, 1999, by ALLEN C. SEVENER and
CLARA MAE SEVENER, husband and wife, hereinafter referred to as the
"Developer", whose address is 2818 Country Club Road, Petoskey, Michigan 49770,
pursuant to the provisions of the Condominium Act (being Act 59 of the Public Acts
of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

ALLEN C. SEVENER and CLARA MAE SEVENER, being the Developer of
Siebenhar, a condominium project established pursuant to the Master Deed thereof
recorded on July 17, 1991, in Liber 449, Pages 162 through 194, inclusive, Emmet
County Records, and known as Emmet County Condominium Subdivision Plan No.
88, hereby amends said Master Deed of Siebenhar pursuant to the authority
reserved in Article VIII of said Master Deed for the purpose of expanding the
Condominium Project by adding additional land and fourteen (14) units. Upon
recording of this amendment in the Office of the Emmet County Register of
Deeds, said Master Deed and Exhibit "B" thereto shall be amended in the following
manner:

21+1

1. Article II of the Master Deed of Siebenhar is hereby amended in its
entirety as set forth below. The prior recorded Article II of the Master Deed of
Siebenhar shall be void and of no further effect.

ARTICLE II
LEGAL DESCRIPTION

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

Part of the Northwest ¼ of the Southeast ¼ of Section 34, T35N, R5W, Bear Creek
Township, Emmet County, Michigan:

Commencing at the South ¼ corner of Section 34, T35N, R5W, Emmet County,
Michigan; thence along the North and South ¼ line of said Section 34 N 01°42'46"
W 1324.85 feet to the Place of Beginning; thence along the Westline of the
Northwest ¼ of the Southeast ¼ of said Section 34 and the Centerline of Boyer and
Country Club Roads N 01°43'19" W 1324.77 feet to the center of said Section 34;
thence along the East-West ¼ line of said Section 34 N 89°23'34" E 1315.30 feet;
thence along the Eastline of the Northwest ¼ of said Section 34 S 01°37'00" E
1328.04 feet; thence along the Southline of the Northwest ¼ of the Southeast ¼ of
said Section 34 and the Centerline of Country Club Road S 89°32'16" W 1312.94
feet to the Place of Beginning, subject to the rights of the public over Country Club
and Boyer Roads and containing 40.00 acres, more or less.

2. Article V of the Master Deed of Siebenhar is hereby amended to include
14 additional Units and is set forth below in its entirety. The prior recorded Article
V of the Master Deed of Siebenhar shall be void and of no further effect.

TAX PARCEL # 011634 400016 & 420101 thru 420109

ARTICLE V
CONDOMINIUM UNIT DESCRIPTION, PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of Siebenhar as prepared by Bidstrup & Young, Inc., attached hereto as Exhibit "B". Each unit shall include all the space shown on Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown for each unit on Exhibit "B" have been measured by James E. Young, Licensed Land Surveyor.

B. Percentage of Value: This project consists of Units 1 through 23, inclusive. The total value of the project is 100. Since each unit is expected to make approximately the same demand on the common resources of the Condominium, the percentage of value assigned to each unit is equal. This percentage of value shall be determinative of each Co-owner's respective share of the common elements of the condominium project and their proportionate share of each respective unit in the proceeds and expenses of administration. The value of each Co-owner's vote at meetings of the Association of the Co-owners shall be equal.

3. Article VII, paragraph D, of the Master Deed of Siebenhar is hereby deleted and of no further effect.

4. The Condominium Subdivision Plan, Exhibit "B" to the Master Deed, is hereby amended by the amendment of sheets 1, 2, 3, 4, 5, 6 and 7, which shall replace the prior recorded Condominium Subdivision Plan of Siebenhar. Sheets numbered 1, 2, 3, 4, 5, 6 and 7, dated June 20, 1991 of the previously recorded Condominium Subdivision Plan of Siebenhar shall be of no further force or effect. The Condominium Subdivision Plan, Exhibit "B" to the Master Deed of Siebenhar, shall consist of seven (7) separate sheets.

5. In all other respects, other than amended by this Fourth Amendment to the Master Deed of Siebenhar, the original Master Deed of Siebenhar, including the Condominium Bylaws and Condominium Subdivision Plan, respectively attached thereto as Exhibit "A" and Exhibit "B" and recorded as aforesaid, are hereby ratified, confirmed, and redeclared.

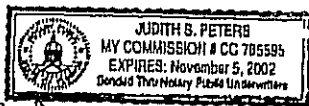
WITNESSES:

[Signature]
Erin Danner
[Signature]
V. Vazquez
Erin Danner
Erin Danner
[Signature]
V. Vazquez

[Signature]
ALLEN C. SEVENER
[Signature]
CLARA MAE SEVENER

STATE OF FLORIDA)
COUNTY OF LEE)

On this 20th day of FEBRUARY, 1999, the foregoing Master Deed was acknowledged before me by Allen C. Sevener and Clara Mae Sevener, husband and wife.



(Notary Seal)

[Signature]
JUDITH S. PETERS
Notary Public, LEE Co., Florida
My commission expires: 11/5/2002

THIS MASTER DEED WAS PREPARED BY: William W. Hofmann,
PLUNKETT & COONEY, P.C., 303 Howard Street, Petoskey, Michigan 49770

CO-OWNER CONSENT TO AMEND
MASTER DEED OF SIEBENHAR

DONN E. START and DEBORAH L. START, husband and wife, the undersigned Co-owners, hereinafter referred to as "Co-owner", hereby represent that they are the owners of Unit No(s). 5 of Siebenhar, Emmet County Condominium Subdivision Plan No. 88.

Siebenhar has been in existence since July 17, 1991 and the six-year period for the Developer to record amendments to expand the Project has expired. Pursuant to Article VIII of said Master Deed, the undersigned Co-owner hereby consents to the amendment of the Master Deed of Siebenhar by the Developer for the purpose of expanding the Condominium Project by adding additional land and fourteen (14) units which will develop the project to its maximum of twenty-three (23) units.

The undersigned Co-owner consents to the Developer taking all action necessary to amend the Master Deed of Siebenhar for such purpose and the recording of said Third Amendment to Master Deed in the office of the Emmet County Register of Deeds.

Dated this 28th day of January, 1999.

Donn Start

Printed Name: DONN E. START

Deborah Start

Printed Name: DEBORAH L. START

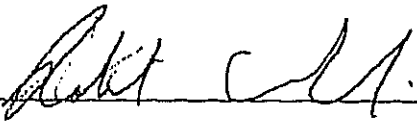
CO-OWNER CONSENT TO AMEND
MASTER DEED OF SIEBENHAR

ROBERT C. SARKI and COLLEEN S. SARKI, husband and wife, the undersigned Co-owners, hereinafter referred to as "Co-owner", hereby represent that they are the owners of Unit No(s). 3 and 4 of Siebenhar, Emmet County Condominium Subdivision Plan No. 88.


Siebenhar has been in existence since July 17, 1991 and the six-year period for the Developer to record amendments to expand the Project has expired. Pursuant to Article VIII of said Master Deed, the undersigned Co-owner hereby consents to the amendment of the Master Deed of Siebenhar by the Developer for the purpose of expanding the Condominium Project by adding additional land and fourteen (14) units which will develop the project to its maximum of twenty-three (23) units.

The undersigned Co-owner consents to the Developer taking all action necessary to amend the Master Deed of Siebenhar for such purpose and the recording of said Third Amendment to Master Deed in the office of the Emmet County Register of Deeds.

Dated this 28th day of January, 1999.



Printed Name: ROBERT C. SARKI



Printed Name: COLLEEN S. SARKI


CO-OWNER CONSENT TO AMEND
MASTER DEED OF SIEBENHAR

JONATHON R. JOHNSON and NANCY D. JOHNSON, husband and wife, the undersigned Co-owners, hereinafter referred to as "Co-owner", hereby represent that they are the owners of Unit No(s). 8 of Siebenhar, Emmet County Condominium Subdivision Plan No. 88.

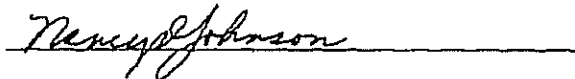
Siebenhar has been in existence since July 17, 1991 and the six-year period for the Developer to record amendments to expand the Project has expired. Pursuant to Article VIII of said Master Deed, the undersigned Co-owner hereby consents to the amendment of the Master Deed of Siebenhar by the Developer for the purpose of expanding the Condominium Project by adding additional land and fourteen (14) units which will develop the project to its maximum of twenty-three (23) units.

The undersigned Co-owner consents to the Developer taking all action necessary to amend the Master Deed of Siebenhar for such purpose and the recording of said Third Amendment to Master Deed in the office of the Emmet County Register of Deeds.

Dated this 9th day of February, 1999.



Printed Name: JONATHON R. JOHNSON



Printed Name: NANCY D. JOHNSON

EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 088
 REPLAY NO. 1 OF
 EXHIBIT B
 TO THE AMENDED MASTER DEED OF
SIEBENHAR

DEVELOPER
 ALLEN C. SEYWER & CLARA MAE SEYWER
 2818 COUNTRY CLUB ROAD
 PETOSKEY, MICHIGAN 49770

SURVEYOR
 BIDSTRUP & YOUNG, INC.
 607 EAST LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, T35N, R57W, EMMET COUNTY, MICHIGAN, BEING CREDITED TO THE PUBLIC OVER COUNTY CLUB AND BOYER ROADS AND CONTAINING 40.00 ACRES MORE OR LESS DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 34, T35N, R57W, EMMET COUNTY, MICHIGAN; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 34 N 01°-42'-45"W 124.85 FEET TO THE PLACE OF BEGINNING; THENCE ALONG THE WESTLINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AND THE CENTERLINE OF BOYER AND COUNTRY CLUB ROAD N 01°-43'-13"W 134.77 FEET TO THE CENTER OF SAID SECTION 34; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34 N 89°-23'-34"E 1315.10 FEET; THENCE ALONG THE EASTLINE OF THE NORTHWEST 1/4 OF SAID SECTION 34 S 01°-37'-00"E 1328.04 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AND THE CENTERLINE OF COUNTRY CLUB ROAD S 89°-21'-18"W 1312.34 FEET TO THE PLACE OF BEGINNING; SUBJECT TO THE RIGHTS OF THE PUBLIC OVER COUNTY CLUB AND BOYER ROADS AND CONTAINING 40.00 ACRES MORE OR LESS

- SHEET INDEX
- * 1 COVER
 - * 2 SURVEY PLAN SOUTH
 - * 3 SURVEY PLAN NORTH
 - * 4 SITE PLAN SOUTH
 - * 5 SITE PLAN NORTH
 - * 6 UTILITY PLAN SOUTH
 - * 7 UTILITY PLAN NORTH

NOTE: THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS OR ARE NEW SHEETS WHICH ARE REVISED, DATED FEBRUARY 2, 1999. THESE SHEETS WITH THIS SUBMISSION ARE TO BE SUPPLEMENTAL TO OR REPLACE THOSE SHEETS PREVIOUSLY RECORDED.

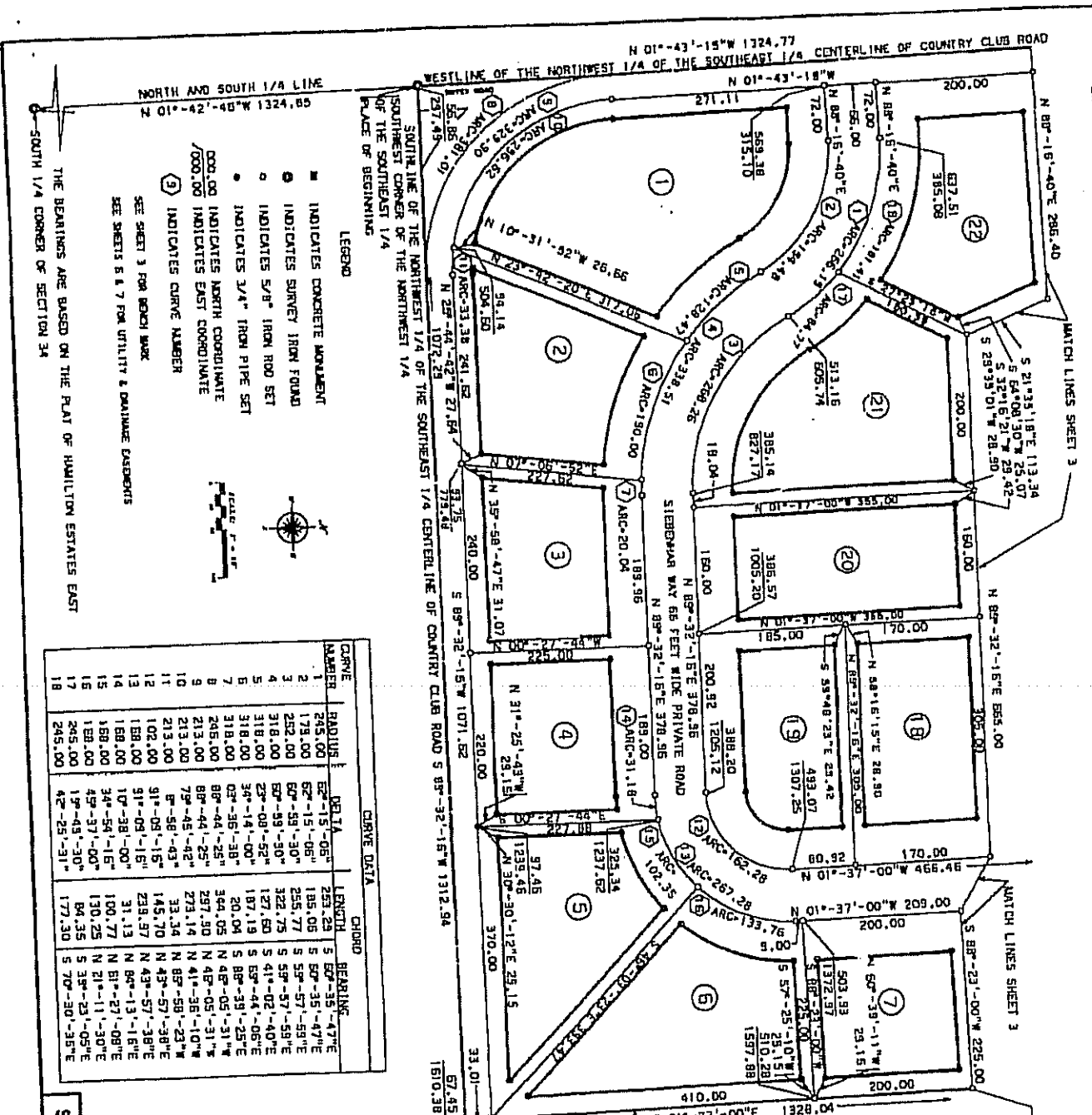


THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

James E. Young
 JAMES E. YOUNG, P.S., NO. 24826
 DATED FEBRUARY 2, 1999

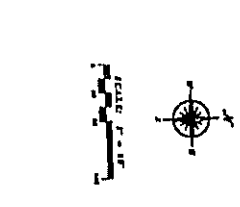
SIEBENHAR COVER 1

10000 676 PART 7 52



N 01°-43'-15"W 1324.77
N 01°-42'-40"W 1324.85

LEGEND
 ■ INDICATES CONCRETE MONUMENT
 ● INDICATES IRON FOUND
 ○ INDICATES SURVEY IRON FOUND
 ○ INDICATES 5/8" IRON ROD SET
 ○ INDICATES 3/4" IRON PIPE SET
 ○ INDICATES NORTH COORDINATE
 ○ INDICATES EAST COORDINATE
 ○ INDICATES CURVE NUMBER



SEE SHEET 3 FOR BENCH MARK
 SEE SHEETS 5 & 7 FOR UTILITY & DRAINAGE EASEMENTS

THE BEARINGS ARE BASED ON THE PLAT OF HAMILTON ESTATES EAST SOUTH 1/4 CORNER OF SECTION 34

CURVE NUMBER	RADIUS	DELTA	LENGTH	BEARING	CHORD
1	675.00	62°-15'-05"	253.29	S 60°-35'-47"E	253.29
2	173.00	62°-15'-06"	195.05	S 60°-35'-47"E	195.05
3	252.00	62°-53'-30"	255.77	S 59°-57'-59"E	255.77
4	318.00	62°-53'-30"	322.75	S 59°-57'-59"E	322.75
5	318.00	62°-08'-52"	187.19	S 41°-02'-40"E	187.19
6	318.00	62°-14'-00"	20.04	S 68°-44'-05"E	20.04
7	245.00	62°-35'-38"	297.90	N 48°-05'-31"E	297.90
8	318.00	62°-44'-25"	273.14	N 41°-36'-10"W	273.14
9	213.00	62°-45'-42"	33.34	N 85°-58'-23"W	33.34
10	213.00	62°-45'-42"	145.70	N 43°-57'-38"E	145.70
11	102.00	62°-09'-15"	31.13	N 84°-13'-18"E	31.13
12	188.00	62°-38'-00"	150.77	N 81°-27'-08"E	150.77
13	188.00	62°-54'-15"	84.35	N 21°-11'-30"E	84.35
14	188.00	62°-54'-15"	177.30	S 34°-23'-05"E	177.30
15	245.00	62°-25'-31"	177.30	S 70°-30'-35"E	177.30
16	245.00	62°-25'-31"	177.30	S 70°-30'-35"E	177.30
17	245.00	62°-25'-31"	177.30	S 70°-30'-35"E	177.30
18	245.00	62°-25'-31"	177.30	S 70°-30'-35"E	177.30

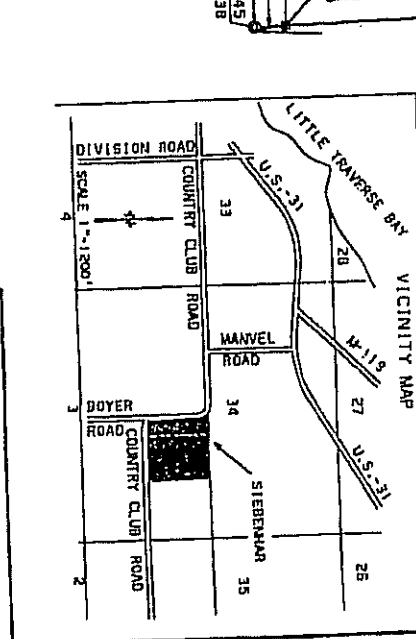
SIEBENHAAR

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

James E. Young

JAMES E. YOUNG, P.S. NO. 24626
 DATE: FEBRUARY 2, 1959

SURVEY PLAN SOUTH



EASTLINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4
 PLAT OF HAMILTON ESTATES EAST, LIBER 8 OF PLAT'S PAGE 33

SURVEYOR'S CERTIFICATE

I, JAMES E. YOUNG, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE REQUISITION PLAT ABOVE AS EMBODIED IN COUNTY COMMISSION RECORDS ON FILE NO. 008, AS SHOWN ON THE ACCOMPANYING SURVEY PLAN, REPRESENTS A SURVEY OF THE GRASS MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PRESENTLY HEREIN DESCRIBED.

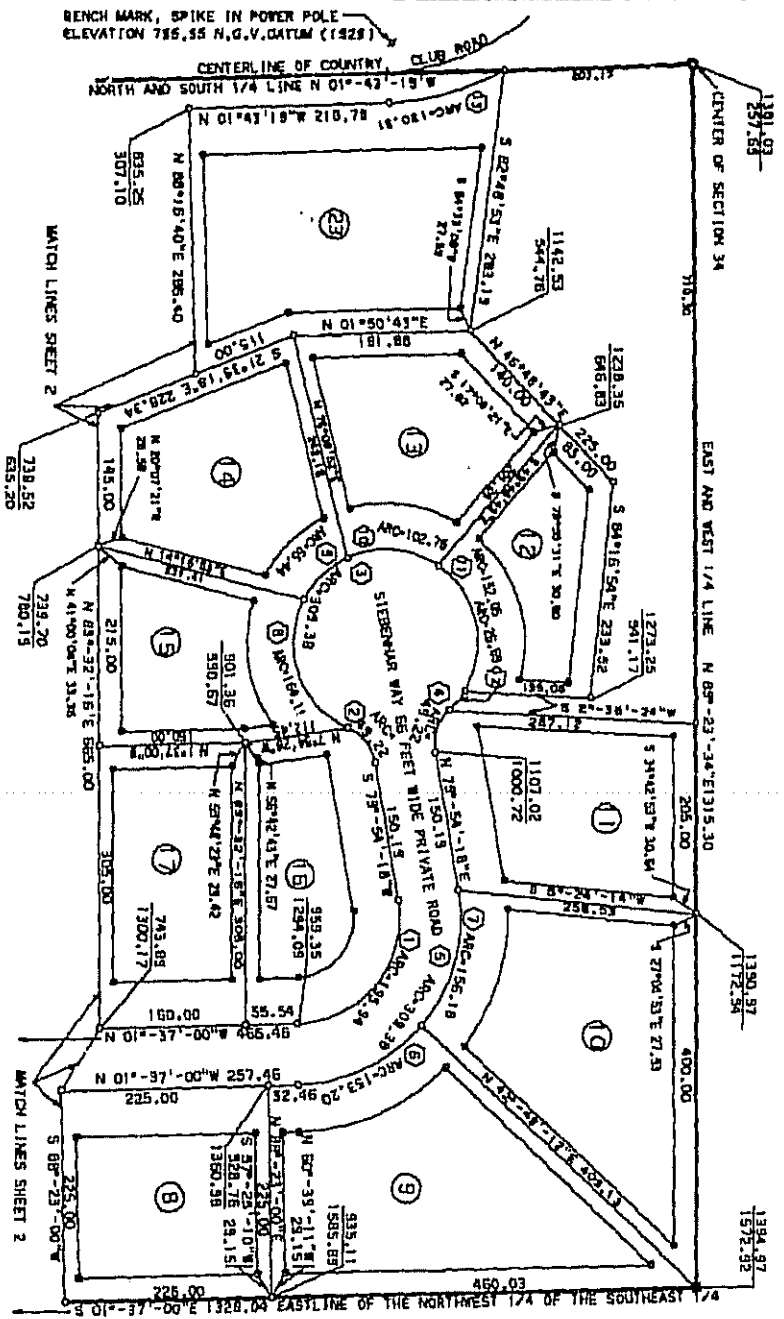
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GRASS AS REQUIRED BY THE PUBLIC ACTS OF 1978, 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

James E. Young

JAMES E. YOUNG, P.S., L.S.,
 REGISTRATION NO. 74265
 BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 DATE: FEBRUARY 2, 1959



CURVE NUMBER	RADIUS	DELTA	CHORD	BEARING
1	1174.00	98°-28'-42"	172.70	N 59°-51'-21" W
2	50.00	59°-24'-12"	47.26	S 51°-42'-12" W
3	50.00	29°-48'-24"	110.57	N 10°-05'-42" E
4	50.00	59°-24'-12"	47.26	S 71°-43'-35" E
5	180.00	89°-28'-42"	232.69	S 59°-51'-21" E
6	180.00	89°-48'-54"	181.62	N 59°-51'-21" W
7	180.00	49°-42'-48"	181.62	N 79°-14'-18" W
8	100.00	99°-01'-34"	84.27	N 45°-43'-28" W
9	100.00	37°-29'-23"	98.30	N 04°-27'-32" E
10	100.00	59°-52'-37"	137.82	N 77°-27'-22" E
11	100.00	87°-07'-02"	26.82	S 51°-20'-42" E
12	100.00	15°-17'-40"	129.33	S 18°-30'-10" E
13	309.87	24°-24'-55"		

LEGEND

- INDICATES CONCRETE MONUMENT
- INDICATES SURVEY IRON FOUND
- INDICATES 3/8" IRON ROD
- INDICATES 3/4" IRON PIPE
- INDICATES NORTH COORDINATE (1000.00)
- INDICATES EAST COORDINATE (1000.00)
- INDICATES CURVE NUMBER

SEE SHEET 7 FOR UTILITY & DRAINAGE EXISTENTS
SEE SHEET 8 FOR EXISTING STRUCTURES ON UNIT 23

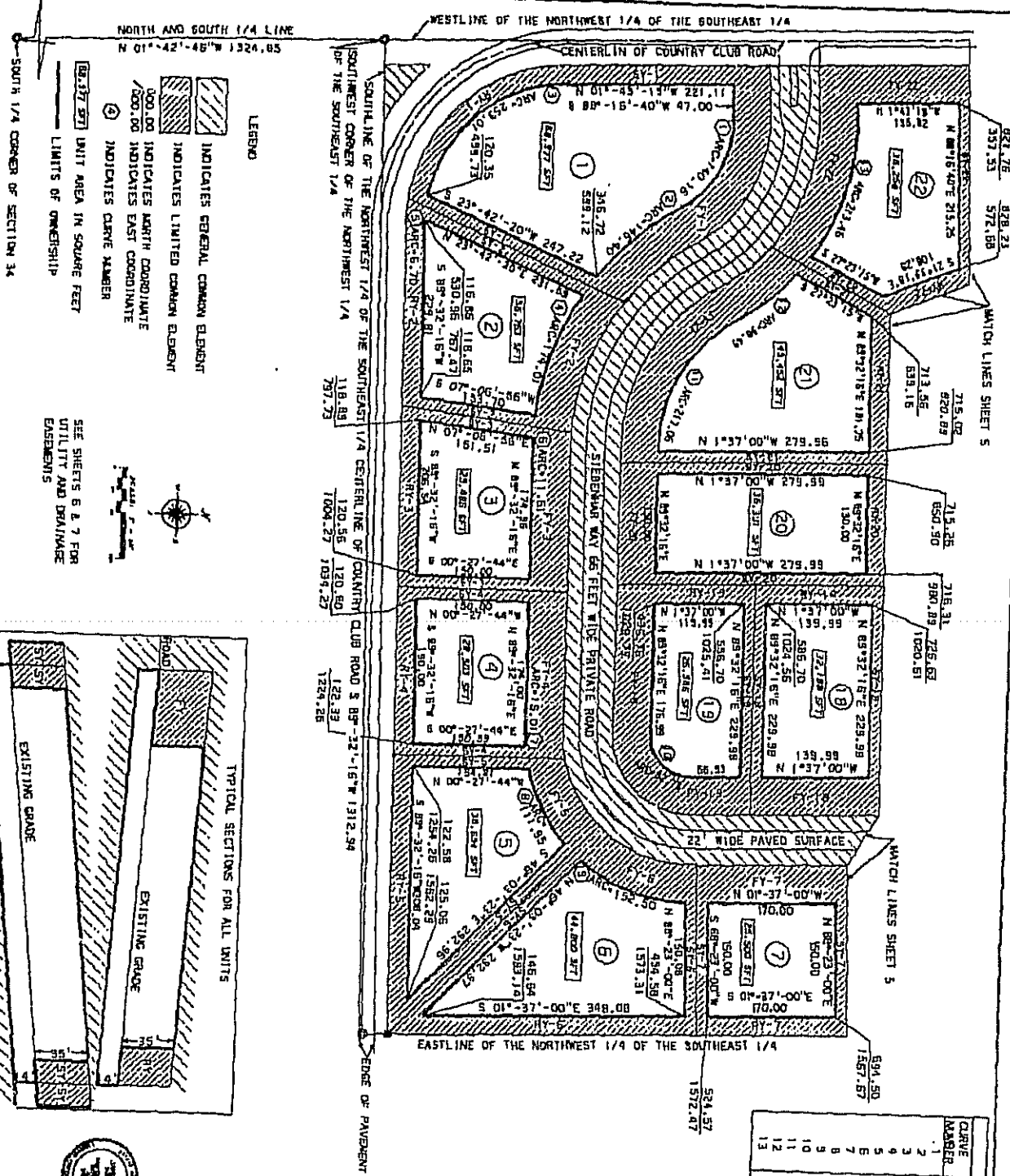


SIEBENWAR

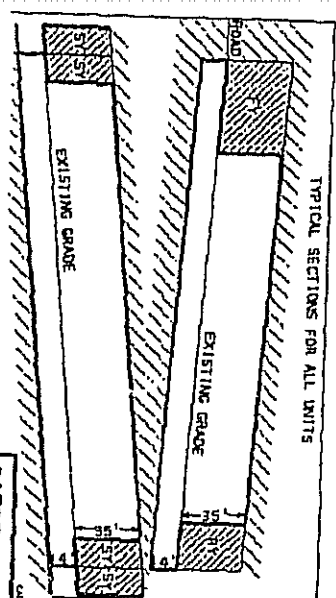
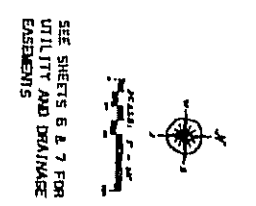
SURVEY PLAN NORTH 3

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

James E. Young
 JAMES E. YOUNG, P.S., NO. 24625
 DATE: FEBRUARY 2, 1999



- LEGEND**
- INDICATES GENERAL COMMON ELEMENT
 - INDICATES LIMITED COMMON ELEMENT
 - 000.00 INDICATES NORTH COORDINATE
 - 000.00 INDICATES EAST COORDINATE
 - INDICATES CURVE NUMBER
 - UNIT AREA IN SQUARE FEET
 - LIMITS OF OWNERSHIP



CURVE NUMBER	RADIUS	DELTA	CHORD LENGTH	BEARING
1	129.00	62°-15'-08"	133.37	S 60°-35'-47"E
2	358.00	22°-38'-16"	149.45	S 40°-47'-27"E
3	188.00	77°-05'-32"	234.35	S 70°-15'-31"E
4	388.00	27°-05'-36"	172.48	S 85°-55'-28"E
5	188.00	02°-02'-32"	5.70	S 87°-33'-31"E
6	388.00	01°-48'-28"	15.01	N 87°-38'-00"E
7	218.00	25°-25'-26"	149.41	N 67°-02'-01"E
8	218.00	40°-04'-54"	149.41	N 47°-57'-35"E
9	52.00	91°-09'-22"	205.75	N 50°-15'-19"E
10	52.00	61°-34'-00"	98.03	S 35°-02'-11"E
11	202.00	19°-07'-43"	208.84	N 75°-15'-10"W
12	295.00	47°-27'-32"		
13	295.00	47°-27'-32"		

ALL IMPROVEMENTS SHOWN ON THIS SHEET "MUST BE BUILT"

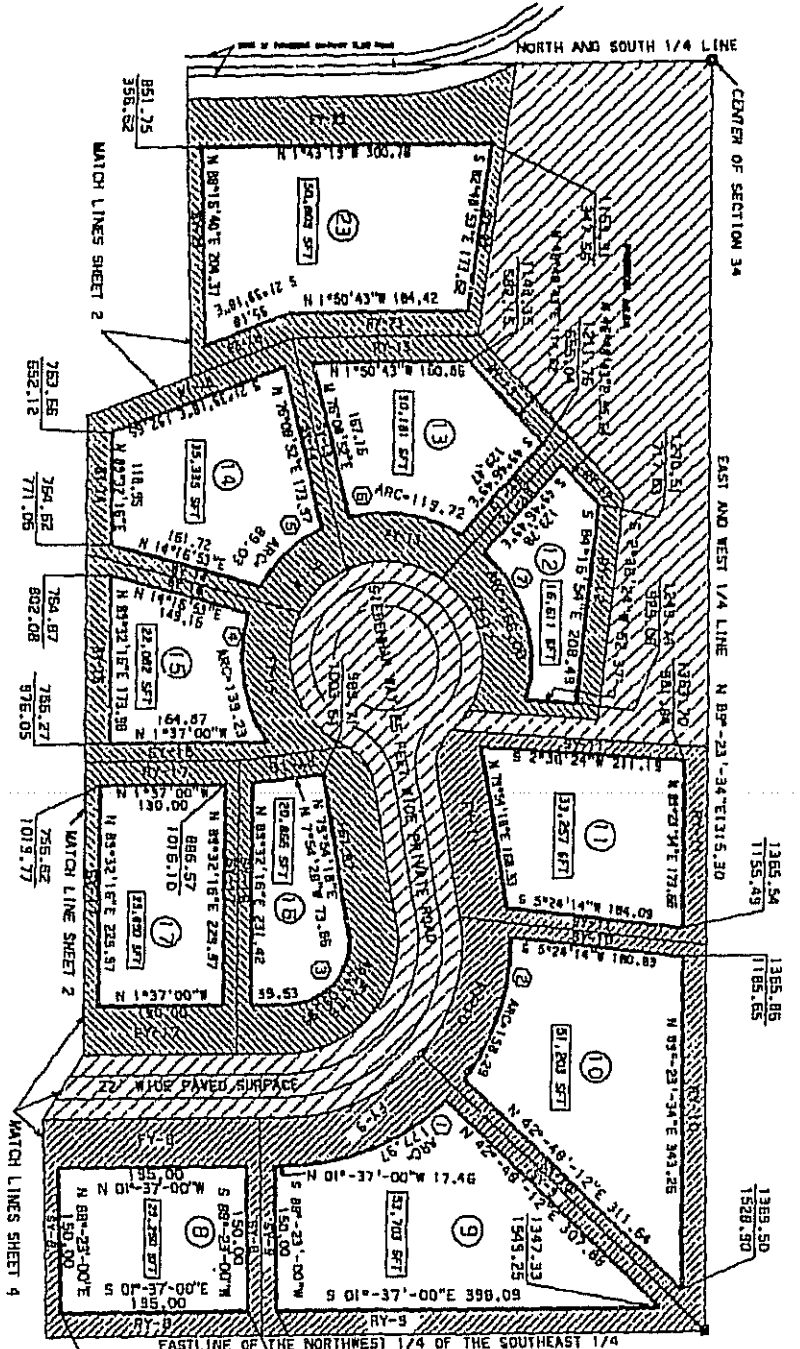


THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

DATE: FEBRUARY 2, 1999








SIEBENHAR
 SOUTH 1/4 CORNER OF SECTION 34
 SITE PLAN SOUTH SECTIONS
4

Unit 23 of 76 Page 755



CURVE NUMBER	RADIUS	DELTA	CURVE DATA	
			CHORD LENGTH	BEARING
1	230.00	49°-20'-04"	173.55	N 23°-47'-02" W
2	230.00	34°-25'-53"	155.18	N 73°-08'-58" W
3	67.00	98°-28'-15"	95.95	S 50°-51'-07" E
4	150.00	53°-10'-51"	134.28	S 80°-43'-02" W
5	150.00	34°-00'-19"	81.73	N 44°-04'-23" W
6	150.00	45°-43'-40"	115.55	N 74°-22'-10" E
7	150.00	83°-24'-22"	151.65	N 73°-28'-48" E

LEGEND

-  INDICATES GENERAL COMMON ELEMENT
-  INDICATES LIMITED COMMON ELEMENT
-  INDICATES NORTH COORDINATE
-  INDICATES EAST COORDINATE
-  INDICATES CURVE NUMBER
-  INDICATES LIMITS OF OWNERSHIP
-  UNIT AREA IN SQUARE FEET

SEE SHEETS 6 & 7 FOR UTILITY AND DRAINAGE EASEMENTS
 NOTE: UNIT 23 CONTAINS 2 STRUCTURES WITHIN THE UNIT BOUNDARY AND ONE OUTBUILDING THAT MAY ENDOURCH ON ITS SOUTHERLY SIDE YARD AND THE NORTHERLY SIDE YARD OF UNIT 22.



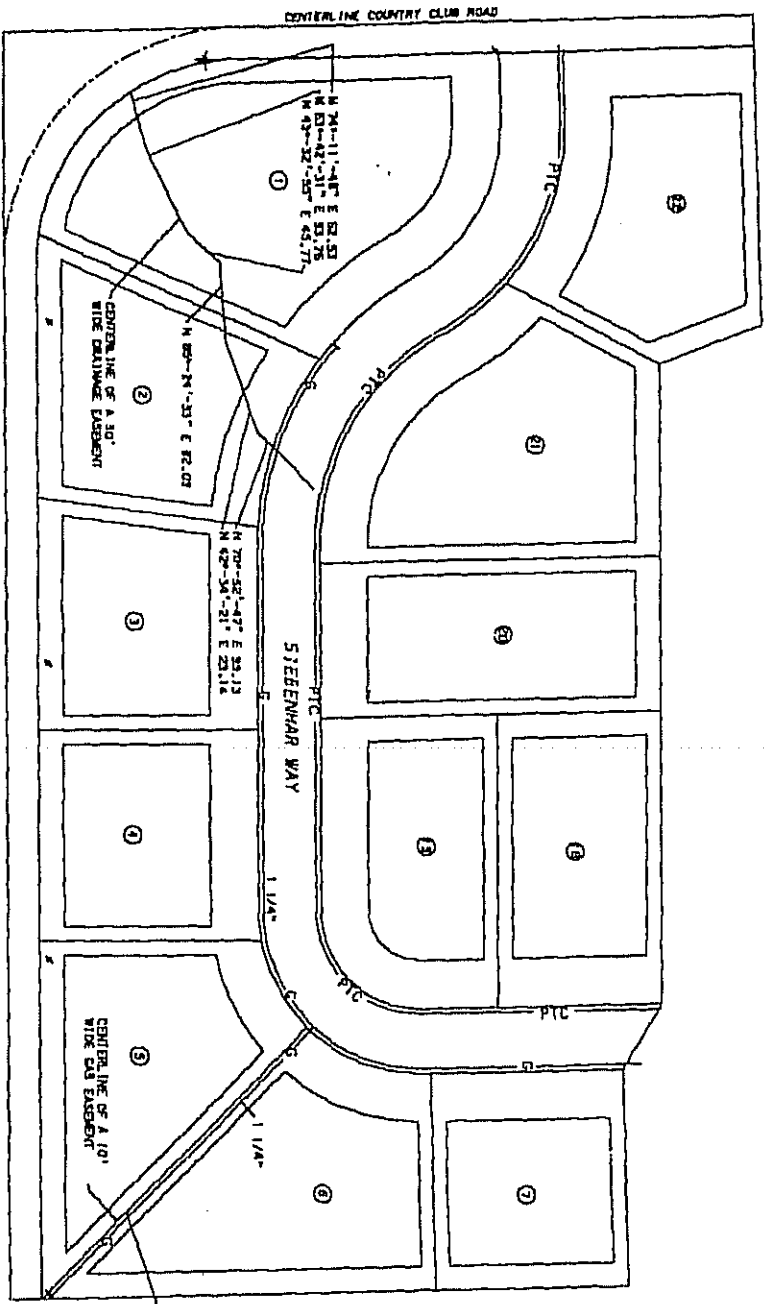
THIS PROPOSED SHEET PREPARED BY:
 BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JAMES E. YOUNG, P.S., NO. 24625
 DATE: FEBRUARY 2, 1993

SIEBENMAR

SITE PLAN NORTH

5



NOTES:

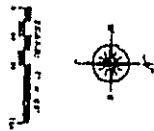
NO STORM SEWERS ARE PLANNED FOR THIS PROJECT
 ALL UTILITIES SHOWN ON THIS SHEET "MAY BE BUILT"
 SANITARY SEWER COLLECTION AND TREATMENT WILL BE
 INDIVIDUAL ON-SITE SYSTEMS, TO BE CONSTRUCTED
 TOTALLY WITHIN UNIT BOUNDARIES.
 WATER SERVICE WILL BE PROVIDED FROM INDIVIDUAL
 ON-SITE WELLS.

UTILITY	SOURCE OF LOCATION
ELECTRIC	UTILITY CO. PLANS
TELEPHONE	UTILITY CO. PLANS
CABLE TV	UTILITY CO. PLANS
GAS	UTILITY CO. PLANS



LEGEND

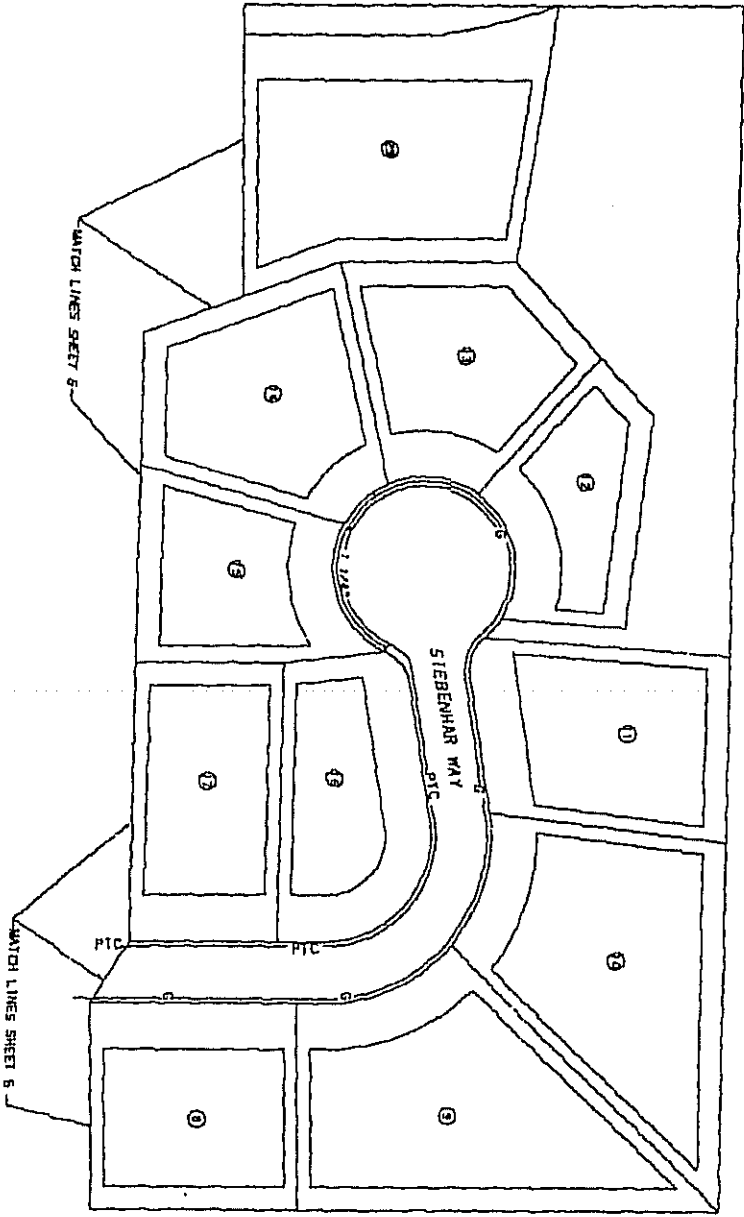
- GAS MAIN
- POWER, TELEPHONE, CABLE TV
- POWER POLE



SIEBENMAR

UTILITY PLAN SOUTH

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 JAMES E. YOUNG, P.S., NO. 24626
 DATE: FEBRUARY 2, 1993



NOTES:
 NO STORM SEWERS ARE PLANNED FOR THIS PROJECT
 ALL UTILITIES SHOWN ON THIS SHEET MUST BE BUILT
 SANITARY SEWER COLLECTION AND TREATMENT WILL BE
 INDIVIDUAL ON-SITE SYSTEMS TO BE CONSTRUCTED
 TOTALLY WITHIN UNIT BOUNDARIES.
 WATER SERVICE WILL BE PROVIDED FROM INDIVIDUAL
 ON-SITE WELLS.

UTILITY	SOURCE OF LOCATION
ELECTRIC	UTILITY CO. PLANS
TELEPHONE	UTILITY CO. PLANS
CABLE TV	UTILITY CO. PLANS
GAS	UTILITY CO. PLANS



LEGEND
 — B — GAS MAIN
 — PTC — POWER, TELEPHONE, CABLE TV
 / POWER POLE

SIEBENHAR

UTILITY PLAN NORTH

THIS PROPOSED SHEET PREPARED BY:
 BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 JAMES E. YOUNG, P.E., P.S. NO. 28285
 DATE: FEBRUARY 2, 1989

99 NOV 23 PM 1:20

Alanna R. Lopez
REGISTER OF DEEDS

CONSOLIDATING MASTER DEED
OF
SIEBENHAR

This Consolidating Master Deed of Siebenhar is made and executed on this 24th day of September, 1999, by ALLEN C. SEVENER and CLARA MAE SEVENER, husband and wife, hereinafter referred to as "Developer", whose address is 2818 Country Club Road, Petoskey, Michigan 49770, pursuant to the provisions of the Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

ALLEN C. SEVENER and CLARA MAE SEVENER, husband and wife, are the Developer of SIEBENHAR, a condominium project established pursuant to the Master Deed thereof, recorded on July 17, 1991, in Liber 449, Pages 162 through 194, inclusive, Emmet County Records, and known as Emmet County Condominium Subdivision Plan No. 88, as amended by Amendment to the Master Deed of Siebenhar recorded on March 27, 1995 in Liber 544, Page 938, Emmet County Records, Amendment to Master Deed of Siebenhar, recorded July 16, 1996 in Liber 579, Page 342, Emmet County Records, and Amendment to Master Deed of Siebenhar, recorded February 23, 1999 in Liber 676, Pages 746 through 757, inclusive, Emmet County Records.

7341

The Developer, by and upon recording this Consolidating Master Deed, reaffirms and establishes the real property described in Article II below as a Condominium Project, subject to and in accordance with the provisions of the Master Deed and the Michigan Condominium Act (being Section 559.101 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978) hereinafter referred to as the "Act". Upon recording, this Consolidating Master Deed of Siebenhar shall replace and supersede the original Master Deed and shall represent the Developer's final and complete Master Deed, Condominium Bylaws, Exhibit "A" to the Master Deed, and Exhibit "B" to the Master Deed for Siebenhar.

OFFICE OF
Treasurer of Emmet County Petoskey, Mich. 11/23/99
I hereby certify that I have examined the records in my office and it appears that the taxes on the above description have been paid for the past five years and that there are no tax liens or titles held by the State or any individual for the past five years. Prior to date of deed.

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as SIEBENHAR, Emmet County Condominium Subdivision Plan No. 88. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the

TAX PARCEL # 01-16-34-420-101 & 01-16-34-420-102

400 014

number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The project contains individual units for residential purposes only and each unit is capable of individual utilization by virtue of having its own access from and 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 which 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:

Real property located in Township of Bear Creek, County of Emmet, and State of Michigan:

Part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, T35N, R5W, Bear Creek Township, Emmet County, Michigan:

Commencing at the South $\frac{1}{4}$ corner of Section 34, T35N, R5W, Emmet County, Michigan; thence along the North and South $\frac{1}{4}$ line of said Section 34 N 01°42'46" W 1324.85 feet to the Place of Beginning; thence along the Westline of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34 and the Centerline of Boyer and Country Club Roads N 01°43'19" W 1324.77 feet to the center of said Section 34; thence along the East-West $\frac{1}{4}$ line of said Section 34 N 89°23'34" E 1315.30 feet; thence along the Eastline of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34 S 01°37'00" E 1328.04 feet; thence along the Southline of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34 and the Centerline of Country Club Road S 89°32'16" W 1312.94 feet to the Place of Beginning, subject to the rights of the public over Country Club and Boyer Roads and containing 40.00 acres, more or less.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in the 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 SIEBENHAR OWNERS' ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, and land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Siebenhar, 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" or "Condominium Act" means the Michigan Condominium Act being Act 59 of the Public Acts of 1978, as amended by Act 513 of the Public Acts of 1980, and Act 283 of the Public Acts of 1980, Act 4 of the Public Acts of 1982, Act 538 of the Public Acts of 1982, and any amendments thereto.

(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 exercised 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 8 of the Act to be recorded as part of the Master Deed.

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

(e) "Common Elements" means the portions of the condominium project other than the condominium units and includes both general common elements and limited common elements.

(f) "Condominium Unit" or "Unit" each means the three dimensional space constituting a single complete unit in Siebenhar as such space is described on Exhibit "B" hereto, designed and intended for separate ownership and use, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The unit does not include the land under the unit, but the soils within the unit are part of the unit. All structures and improvements now or hereafter located within the boundaries of a unit shall be wholly owned by the Co-owner of such unit and shall not constitute common elements unless otherwise expressly provided in the condominium documents.

(g) "Condominium documents" whenever used means and includes this Master Deed and Exhibits "A" and "B" hereto and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the project including, without limitation, the Articles of Incorporation, Association Bylaws, and the Rules and Regulations.

(h) "Condominium Project", "Condominium" or "Project" means Siebenhar, 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 condominium 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 thereof, and all easements, rights, and appurtenances belonging to Siebenhar as described above.

(l) "Developer" shall mean Allen C. Sevener and Clara Mae Sevener, husband and wife, who have made and executed this Master Deed, and their successors and assigns.

(m) "Sales Period" means the period commencing with the first recording of the Master Deed for this project and continuing as long as the Developer owns any unit which it offers for sale in the project.

(n) "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

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.

ARTICLE IV
COMMON ELEMENTS

The common elements and the limited common elements of the project described in Exhibit "B" attached hereto and the responsibility for maintenance, decoration, repair and replacement are as follows:

A. The general common elements are:

- (1) Land: The land described in Article II hereof including the land lying below each unit as shown on Exhibit "B" hereto, but excepting all other lands designated on Exhibit "B" as Limited Common Elements or soils lying within any condominium unit.
- (2) Roads: Siebenhar Way, the road located within the Condominium Project.
- (3) Utilities: All utilities located within the condominium project shall be deemed general common elements, subject to the rights of any public utility or municipality or other provider of such utility, up to the point where such utility service is diverted from a main line to service a specific unit or units.
- (4) Such other elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence of the Project.

B. The limited common elements are:

- (1) Yards: Two side yards, one back yard, and one front yard, and all improvements thereon except to the extent that such improvements are public or private utilities that service or are appurtenant to another unit or are owned by a public authority or utility company are appurtenant to each unit as limited common elements and such yards are designated on Exhibit "B" attached hereto with numbers which correspond to the units to which such yards appertain. As limited common elements, all yards and such improvements shall be subject to the exclusive use and enjoyment of the Co-owners of the unit to which such yards and improvements appertain, except to the extent that easement(s) through any yard grant to any person or entity rights to use any section of a yard for purposes specified in any applicable easement.
- (2) Electricity: The electric box, electrical lines from each electric box to a unit, and each electric meter, are appurtenant to the unit(s) that are directly served thereby and are limited common elements. As limited common elements, such electric box, lines, and meter shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such electric box, lines and meter appertain.
- (3) Telephone: The telephone box and telephone lines from a main line to a unit are appurtenant to the unit that is directly served thereby and are limited common elements. As limited common elements, such telephone box and telephone lines shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such telephone box and lines appertain.
- (4) Gas: The gas lines from each gas main to a unit and each gas meter are appurtenant to the unit that is directly served thereby and are limited common elements. As limited common elements, the lines and meter shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such line and meter appertain.
- (5) Cable Television: Cable television lines from a service main line to a unit are appurtenant to the unit that is directly served thereby and are limited common elements. As limited common elements,

such lines shall be subject to the exclusive use and enjoyment of the Co-owner of the unit to which such lines appertain.

- (6) Driveways: Driveways, upon being constructed, if ever, by Co-owners on their limited common yards shall be limited common elements that are appurtenant to the unit on which such improvements are made. As limited common elements, such driveways shall be subject to the exclusive use and enjoyment of the Co-owners of the unit to which such driveway appertains.
- (7) Wells: Each individual well servicing a residence within a unit shall be a limited common element subject to the exclusive use and enjoyment of the Co-owner of the unit to which such well appertains.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the public authority or by the company that is providing the utility service. Accordingly, such utility lines, systems and equipment shall be limited common elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

C. The respective responsibilities for installation, maintenance, decoration, repair, and replacement (and expenses of any utilities thereby utilized) of the general common elements and limited common elements are as follows:

- (1) The Co-owner shall be responsible for:
 - (a) The maintenance, repair and replacement of the general common land lying below his Unit.
 - (b) The maintenance, decoration, repair, and replacement of the side yard, back yard, or front yard appurtenant to a unit, and all improvements including landscaping thereon except to the extent that such improvements are public or private utilities that are subject to installation, maintenance, repair or replacement by any public authority, utility company or another Co-owner, and except to the extent that such responsibilities are assumed by the Association.
 - (c) The installation, maintenance, decoration, repair and replacement (and the costs of the utilities thereby provided) of the electrical meter and servicing lines, telephone box and servicing lines, cable television lines, gas meter and servicing lines, water well, and septic system that are appurtenant to his respective unit; except to the extent that any appropriate authority or company providing such equipment and utilities is obligated to install, maintain, decorate, repair or replace such equipment.
- (2) The Association shall be responsible for the costs of the installation, maintenance, decoration, repair and replacement of all general common elements other than as described in Article IV, Section C. (1).
- (3) The Master Deed and the Condominium Bylaws shall further regulate the manner and obligation of the Association and each Co-owner to perform their respective responsibilities described in this Article IV, C, (1) and (2) above.

ARTICLE V
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the condominium project is described in this paragraph with reference to the Condominium Subdivision Plan of Siebenhar as prepared by Bidstrup & Young, Inc., attached hereto as Exhibit "B". Each unit shall include all the space shown on Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown for each unit on Exhibit "B" have been measured by James E. Young, Licensed Land Surveyor.

B. Percentage of Value: This project consists of Units 1 through 23, inclusive. The total value of the project is 100. Since each unit is expected to make approximately the same demand on the common resources of the Condominium, the percentage of value assigned to each unit is equal. This percentage of value shall be determinative of each Co-owner's respective share of the common elements of the condominium project and their proportionate share of each respective unit in the proceeds and expenses of administration. The value of each Co-owner's vote at meetings of the Association of the Co-owners shall be equal.

ARTICLE VI
EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the Master Deed of Siebenhar and consisting of twenty-three (23) units is intended to be the entire project with no right to further expand the project.

ARTICLE VII
EASEMENTS

A. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

In the event any portion of a condominium unit or common element encroaches upon another condominium unit or common element due to shifting, settling or moving of a building, or due to survey errors, or errors in construction, 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.

B. GRANT OF EASEMENTS BY ASSOCIATION

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered (and obligated to the extent that Developer, its successors and assigns, requests any such easements, licenses, rights-of-entry or rights-of-way) to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, including all units and the common elements for any utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described herein; subject, however, to the approval of the Developer during the Sales Period. No easements created under the condominium documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby and without the consent of the Developer during the Sales Period.

C. GRANT OF EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT

The Developer, the Association and all public and private utilities are hereby granted easements to service units within the project only over, under, across and through the condominium premises, including all units and common elements as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the condominium documents or under law or to respond to any emergency. These easements include, without any implication of limitation, the right to the Association to

LIBERO 7 (1) PAGE 7 (1)

obtain access to electrical, gas, storm sewers, telephone, cable television, and to the unit itself, improvements therein, and the yards thereof. This grant of easement does not grant any person or utility company the right to service customers outside of the project through this easement.

As to the unit and the yards thereof, without limiting the terms of the foregoing easement, the Association (and/or the Developer during the Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation) to take whatever action or actions it deems necessary to maintain, decorate, repair or replace any Co-owner's unit (or any part thereof), its appurtenances or improvements located within a unit or any of its limited common elements, in the event that the Co-owner of such unit fails to properly maintain the exterior of his unit, its appurtenances or improvements located within a unit, or any limited common elements appurtenant thereto, in accordance with the standards set forth in the Condominium Bylaws and in accordance with rules and regulations passed by the Association, from time to time, notwithstanding the fact that it is intended, in the first instance, that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of, and decoration of his unit (and appurtenant limited common elements as provided in this Master Deed) and the residence and all appurtenances and improvements constructed or otherwise located within such unit or such limited common elements. Failure of the Association (or the Developer) to take any such immediate action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at any future time. All costs incurred by the Association or the Developer in performing any remedial action shall be assessed against the Co-owner of the unit or limited common element for which costs were incurred, and such costs shall be due and payable with his next installment of his annual assessment, and a lien for non-payment shall attach against the condominium unit and all appurtenances and improvements thereon as allowed and provided under Article II of the Condominium Bylaws.

D. TELEPHONE EASEMENT

The Developer has granted an easement to Michigan Bell Telephone Co. for the construction and maintenance of a telephone transmission line as depicted on the Utility Plan South, Sheet 6 of Exhibit "B".

ARTICLE VIII
AMENDMENT

This Consolidating Master Deed, the Consolidated Condominium Bylaws (Exhibit "A" to the Master Deed) and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended as hereinafter set forth:

Prohibited Amendments

A. During Developer's Sales Period, this Master Deed, and its Condominium Bylaws (Exhibit "A" hereto) and its Condominium Subdivision Plan (Exhibit "B" hereto), shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the prior written consent of the Developer.

B. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's condominium unit's dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

C. The responsibility for maintenance, repair or replacement of limited common elements shall not be modified without the written consent of the Co-owner of any unit to which the same are appurtenant.

D. No amendment to the condominium documents shall be made which is prohibited by law.

Developer's Right to Amend

A. If there is no Co-owner other than the Developer, with the consent of any interested mortgagee, the Developer may unilaterally amend this Master Deed. An amendment under this section shall become effective upon the recording thereof if executed by the Developer.

B. The Developer may (without the consent of any Co-owner, mortgagee 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, amend this Master Deed to change the types and sizes of unsold condominium units and their appurtenant limited common elements, and make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect the 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 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 condominium documents may be amended by the Developer (without the consent of any Co-owner, mortgagee or any other person) even if the amendment will materially alter or change the rights of the Co-owners or mortgagees if the Developer is exercising a reserved right stated in the condominium documents to amend such documents to achieve specified purposes.

Co-owner's Right To Amend

The condominium documents may be amended by the co-owners and the unit mortgagees even if the amendment will materially alter or change the rights of the Co-owners or mortgagees with the consent of 66 2/3 percent of the votes of the Co-owners and mortgagees (a mortgagee shall have one vote for each mortgage held), unless an amendment is expressly prohibited by these condominium documents or by law.

Amendment Procedures

A. Amendments to the condominium documents 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 of the co-owners, or by an instrument in writing signed by them. 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.

B. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment; except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, in which event the costs are expenses of administration.

C. A Master Deed amendment dealing with the addition, withdrawal, or modification of units or other physical characteristics of the project shall comply with the standards prescribed by Section 66 of the Act for preparation of an original condominium subdivision plan for this project. Co-owners and mortgagees of record shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

D. An amendment to the Master Deed or other recorded condominium document shall not be effective until the amendment is recorded. A copy of the recorded amendment shall be delivered to each Co-owner of this project.

Relocation and Subdivision

A. The Developer or any Co-owner or Co-owners shall be permitted to relocate the boundaries between adjoining condominium units in accordance with Section 48 of the Michigan Condominium Act, provided that such relocation shall not violate any setback requirements of the Bear Creek Township Zoning Ordinance, the Act, or the condominium documents. The procedure for amendment to the Master Deed to provide for such relocation of boundaries between condominium units shall be as set forth in Section 48 of the Act.

Termination of the Project

A. If there is no Co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project. A termination under this section shall become effective upon any required notice to interested parties and the recordation thereof if executed by the Developer.

B. If there is a Co-owner other than the Developer, then the condominium project shall be terminated only by the agreement of the Developer and consent of 80% of the unaffiliated Co-owners of condominium units in the Siebenhar condominium project.

ARTICLE IX
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the condominium documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by them to any other person, entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Register of Deeds for the county in which the project is located.

WITNESSES:

Christie L. Grams
CHRISTIE L. GRAMS

Allen C. Sevener
Allen C. Sevener

Penny S. Seeley
PENNY S. SEELEY

Clara Mae Sevener
Clara Mae Sevener

STATE OF MICHIGAN)
COUNTY OF EMMET)

On this 24 day of September, 1999, the foregoing Consolidating Master Deed of Siebenhar was acknowledged before me by Allen C. Sevener and Clara Mae Sevener, husband and wife.

Penny S. Seeley
PENNY S. SEELEY
Notary Public, Emmet Co., Michigan
My commission expires: 10/18/99

THIS INSTRUMENT DRAFTED BY: William W. Hofmann,
PLUNKETT & COONEY, P.C., 303 Howard Street, Petoskey, Michigan 49770
01842.10695.116666

EXHIBIT A
CONSOLIDATED CONDOMINIUM BYLAWS
OF
SIEBENHAR

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. SIEBENHAR, a residential condominium project located in the Township of Bear Creek, 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 or any persons acquiring any interest in any unit therein and all persons using or entering upon the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

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

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

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

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each condominium unit owned. The Developer shall vote for those units that may be created subject to Article I, Section 7.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a condominium unit in the condominium project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Article I, Section 7. 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.

(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 unit or units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal 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 at least fifteen (15) days in advance of said meetings.

(g) The presence in person or by proxy of twenty-five (25%) percent 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 have 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 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.

(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 in accordance with Section 57 of the Act, 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 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 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 shall prepare and distribute a financial statement to each owner at least once a year.

The Association shall keep current copies of the approved Master Deed, and all amendments to the Master Deed and other condominium documents for the condominium project available at reasonable hours for Co-owners, prospective purchasers and prospective mortgagees of condominium units in the condominium project.

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 and any successors thereto elected by the Developer prior to the transitional control date, determined 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.

(6) To acquire, maintain and improve, and to buy, manage, operate, sell, convey, assign, mortgage or lease any real or personal property including any unit in the condominium and easements, right-of-ways and licenses on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidence 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, that any such action shall also be approved by affirmative vote of more than seventy-five (75%) percent of all of the members of the Association.

(8) To make rules and regulations in accordance with Article VI 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 the institutional lenders and 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 Association may provide for independent management of the condominium project. Any service contract which exists between the Association and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(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 transitional control date 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 the members so long as such actions are within the scope of powers or 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, qualification, 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 the 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.

Section 6. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. 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. 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 the Developer and may be called, at Developer's discretion, at any time. Within 120 days after twenty-five (25%) percent of all units in all phases of the development of the condominium have been sold, and the purchasers thereof qualified as members of the Association, Developer must call a meeting and at least one director and not less than twenty-five (25%) percent of the Board of the Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-third (33-1/3%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the units that may be created, and before conveyance of ninety (90%) percent of such units, the non-developer Co-owners shall elect all directors on the Board, except, that the Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least ten (10%) percent of the units in the project or as long as ten (10%) percent of the units remain that may be created. Notwithstanding the formula provided above, 54 months after first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, if title to seventy-five (75%) percent of the units that may be created, has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors of the Association of Co-owners equal to the percentage of units they hold, and the Developer has the right to elect, as provided in the condominium documents, a number of members of the Board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established for non-developer Co-owners. There is no requirement that there be a change in the size of the Board as determined in the condominium documents because of this

Section. If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under this Section, or if the product of the number of members of the Board multiplied by the percentage of units held by the non-developer Co-owners under this Section results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners have the right to elect. After the application of this formula, the Developer shall have the right to elect the remaining members of the Board; provided, however, nothing shall eliminate the right of the Developer to designate one (1) member as provided in this Section.

Section 8. The Developer shall appoint an advisory committee of non-developer Co-owners either 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the condominium project Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Co-owners.

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 be expenses of administration within the meaning of Section 54 of the Act, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association 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 be receipts of administration.

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 of 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. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The reserve fund shall be used for major repairs and replacement of those common areas which must be replaced on a periodic basis. This reserve fund shall be funded by the time of the transitional control date, and the Developer shall be liable for any deficiency in this amount at the transitional control date. The minimum standard required may prove to be inadequate for this project. The Association should carefully analyze the project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. All units shall be assessed equally regardless of the percentage of value of any unit, except that if any unit is created which cannot utilize Siebenhar Way to gain vehicular access to the unit, it shall not be responsible to pay expenses to maintain and repair Siebenhar Way. 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 the replacements of existing common elements, (3) to provide additions to the common elements with a cost not exceeding \$2,500.00, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or 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 or additions with a cost exceeding \$2,500.00 per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (3)(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 seventy-five (75%) percent of all Co-owners.

(c) Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax date. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the Co-owners as provided in Section 69 of the Act. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax date shall be assessed against the individual condominium unit notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number on the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved Master Deed is recorded. Any assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessments of any fraction of any unit or combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

(d) The Developer shall be responsible for payment of a portion of actual Association expenses for accounting and legal fees, public liability and casualty insurance, utility maintenance and grounds maintenance incurred during the sales period based on the number of units held by the Developer. Notwithstanding anything to the contrary contained herein, however, the Developer shall never be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, nor any cost of investigating and preparing such claim or litigation or any similar or related cause.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in two (2) equal semi-annual installments, payable on January 1 and July 1, commencing with the acceptance of a deed to any unit or with acquisition of fee simple title to a condominium unit 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 thirty (30) days in default shall be subject to a late charge of \$50.00 and shall bear interest at the highest rate

allowed by law 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 condominium unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by abandonment of his condominium unit.

Section 6. The Association may enforce collection of delinquent assessments as follows:

(a) Sums assessed to a Co-owner by the Association, including late charges and interest, which are unpaid constitute a lien upon the unit or units in the project owned by the Co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any State or Federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a Notice of Lien, recorded as set forth in Section 108(3) of the Condominium Act have a priority over a first mortgage recorded subsequent to the recording of the Notice of Lien. The lien upon each condominium unit owned by the Co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the Co-owner but which became due while the Co-owner had title to the condominium units. The lien may be foreclosed by judicial action or by advertisement by the Association of Co-owners in the name of the condominium project on behalf of the other Co-owners. All Co-owners consent to the right of the Association to foreclose the lien for delinquent assessments by advertisement and to sell the same at a foreclosure sale.

(b) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(c) A foreclosure proceeding may not be commenced without recordation and service of a Notice of Lien in accordance with the following:

(1) A Notice of Lien shall set forth the legal description of the condominium unit or condominium units to which the lien attaches, the name of the Co-owner of record thereof, the amounts due the Association at the date of the notice, exclusive of interest, late charges, costs, attorney fees and future assessments.

(2) The Notice of Lien shall be in recordable form, executed by an authorized representative of the Association and may contain such other information as the Association may deem appropriate.

(3) The Notice of Lien shall be recorded in the office of the Register of Deeds for Emmet County, Michigan, and shall be served on the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner, at least ten (10) days in advance of commencement of the foreclosure proceeding.

(d) The Association, acting on behalf of all the Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the condominium unit.

(e) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

(f) An action for money damages and foreclosure may be combined in one action.

(g) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium unit, if not occupied by the Co-owner and to lease the condominium unit and collect and apply rents therefrom.

Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any condominium unit in the project who comes into possession of the condominium unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. Upon the sale or conveyance of condominium unit, all unpaid assessments against the condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

(b) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of those set forth in the written statement. Unless the purchaser or grantee requests the written statement from the Association as provided in the Act, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, and attorney fees incurred in the collection thereof.

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 any proper court 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 a court.

Section 4. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-owners in connection with the common elements or the condominium units in the project.

ARTICLE IV INSURANCE

Section 1. The Association shall carry building and personal property insurance coverage and general 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 mortgage endorsements to the mortgagees of Co-owners. All common elements of the condominium project shall be insured against causes of loss - special form (formerly all risk coverage) in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. General liability insurance shall be carried in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate or the value of all assets owned by the Association. Such liability insurance shall cover all premises and operations of the Association. All information in the Association's records regarding insurance coverage held by the Association shall be made available to all Co-owners at reasonable times so that Co-owners will be able to coordinate their insurance coverage with that of the Association.

(b) Each Co-owner shall have the responsibility to obtain insurance coverage at his own expense upon his unit and all improvements made to his unit and limited common elements appurtenant to his unit, his personal property located within his unit or elsewhere on the condominium project, and for his personal liability for occurrences within his unit or upon the limited common elements appurtenant to his unit, and also for alternative living expense in event of a fire or any other casualty. The Association shall have absolutely no responsibility for obtaining such insurance coverage. 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.

(c) All premiums for 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, 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. 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 of a unit in the condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of building and personal property insurance coverage, general liability insurance and workmen's compensation insurance, if applicable, pertinent to the general common elements of the condominium project, 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 their 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 general common element, the property shall be rebuilt or repaired, unless it is determined by a unanimous vote of all of the Co-owners in the condominium that the damaged property shall not be repaired or replaced.

(b) If the damaged property is a unit, a limited common element appurtenant to a unit, any improvements within a unit, or general common land lying below a unit, then the Co-owner of that unit shall alone determine whether to rebuild or repair the damaged property if the Co-owner (and not the Association) is to pay the costs thereof, subject, however, to such Co-owner obtaining prior approval as to the construction plans and specifications therefor as provided under Article VI and Article VII, which approval shall not be unreasonably withheld, and subject to the right of any mortgagee or other person or entity having an interest in such property. Such Co-owner shall be responsible for the costs and supervision of any reconstruction or repair that he elects to make. Regardless, however, of whether a Co-owner elects to so engage in such repairs, the Co-owner shall always, at his expense, remove all debris and restore his unit and improvements therein, the general common land lying below his unit, and his appurtenant limited common elements, to a clean, safe and sanitary condition that is satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of any damage thereto. Furthermore, each Co-owner shall always be accountable to the Association for any negligently caused damage to the common elements.

Section 2. Any such rebuilding or repair by the Association shall be substantially in accordance with the Master Deed and the plans and specifications, if any, for the project and to restore to a condition as comparable as possible to the condition of the condominium existing prior to the damage unless the Co-owners shall unanimously decide otherwise. Any such rebuilding or repair which is the responsibility and expense of a Co-owner shall be in accordance with the terms and conditions of these Bylaws and as approved by the Board of Directors of the Association.

Section 3. The following provisions shall control the Association's responsibility:

(a) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, replacement or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair the damaged property to 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 such repair. This Article shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

(b) If damage to common elements adversely affects the appearance of the project in the sole opinion of the Board of Directors, then the Association, if responsible for the reconstruction, repair, replacement and maintenance thereof, shall proceed with repair of the damaged property without delay, and shall complete such replacement, repair, reconstruction, or maintenance within six (6) months after the date of the occurrence which caused damage to such common elements.

Section 4. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire unit or any improvements within the 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 unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the common elements and the affirmative vote of more than fifty (50%) percent of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the condominium project continues after taking by eminent domain, then the remaining portion of the condominium project shall be resurveyed and the Master Deed amended accordingly, and, if any unit 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 unit in the condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or 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 5. 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 \$10,000.00 in amount.

Section 6. 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 distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE VI RESTRICTIONS

Section 1. No unit in the condominium or portion thereof shall be used for other than a single residential dwelling, and no business, trade, or enterprise of any kind or nature whatsoever shall be conducted in any unit, and the common elements shall be used only for purposes consistent with the use as a residence.

Section 2. A Co-owner may lease his unit for the purposes set forth in Section 1 of this Article VI; provided, that any such lease shall be for a minimum term of sixty (60) consecutive days. With the exception of a lender in possession of a unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire unit in the condominium. The terms of all leases, rental agreements, occupancy

agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the condominium documents and all other Owners' Association rules and regulations.

Section 3. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of such condition.

Section 4. No animal may be kept or bred for any commercial purposes. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. The owner of the animal shall be responsible for cleaning up any excrement deposited on the common elements or another Co-owner's unit. No animal may be permitted to run loose at any time upon the common elements. All animals shall at all times be attended by a responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept in the condominium project. Any Co-owner who causes any animal to be brought or kept in the condominium project 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 premises, whether or not the Association has given its permission therefor.

Section 5. The common elements, limited or general, and the outdoor part of the condominium unit shall not be used for storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles must be animal proof and shall be maintained within the residence on a unit at all times and shall not be permitted to remain elsewhere on the common elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his unit or upon the common elements, which spoils the appearance of the condominium.

Section 6. Roads, driveways, yards and landscaped areas shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 7. All house trailers, vehicles (whether motorized or non-motorized), boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, automobiles or trucks shall be stored by the owner thereof within their garage. All garage doors shall be kept closed when not in use.

Section 8. No signs or other advertising devices shall be displayed which are visible from the exterior of a condominium unit or on the common elements, including "For Sale" signs without written permission from the Association.

Section 9. 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 transitional control date as provided in Article I, Section 7 of these Bylaws. 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 except that the Co-owners may not revoke any regulation or amendment prior to said transitional control date.

Section 10. Each Co-owner shall maintain his condominium unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean, neat, attractive and sanitary condition. Each Co-

owner shall keep the grass and weeds cut and the dead trees, shrubbery and plants removed prior to constructing a residence and thereafter. Each Co-owner shall keep the exterior of the improvements on his unit and limited common elements in a good state of repair and appearance. In the absence of adequate maintenance by a Co-owner, the Association shall have the authority to correct such condition and bill the Co-owner for all costs incurred. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, electrical, natural gas, cable T.V. or other utility conduit and/or system or any other limited common element which is appurtenant to or which may affect any other condominium unit.

Section 11. No motorized recreational vehicles may be operated within the project other than travel that is necessary to enter or exit a residence and the project.

Each Co-owner shall be responsible for damages or expenses 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).

Section 12. None of the restrictions contained in this Article VI shall apply to the commercial activities, signs or billboards, if any, of the Developer during the sales period as defined herein, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of the Association and Bylaws as the same may be amended from time to time. Until all condominium units in the entire condominium project are sold by Developer, Developer shall have the right to maintain a sales office, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the project as may be reasonable to facilitate the development and sale of the entire project by the Developer. The Developer shall pay all costs related to the use of condominium units or common elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

Section 13. Tenants or non-Co-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all other Association rules and regulations and all leases and rental agreements shall so state. If the Association determines that the tenant or non-Co-owner occupant fails to comply with the conditions of the condominium documents or Association rules and regulations, the Association shall take the following action:

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

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

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceedings. The Association may hold both the tenant and Co-owner liable for any damages caused by the Co-owner or tenant in connection with the condominium unit.

When a Co-owner is in arrears 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 may fall due and pay them to the

Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE VII
ARCHITECTURAL CONTROL
& BUILDING RESTRICTIONS

Section 1. The Board of Directors is hereby established as the Architectural Control Committee. In order to assure harmonious and aesthetic development of building sites in the condominium project, no structures may be constructed, no land graded, no existing trees cut or improvements made to any units or limited common element without the approval of the Architectural Control Committee being first obtained. All site plans, construction plans, specifications and proposals for the design and location of dwellings, fences, roofs, exterior colors, land cuts, location of water wells, septic tanks, leach beds and the like must be submitted in writing to the Architectural Control Committee for approval. The Architectural Control Committee may require prior to the commencement of any construction or improvement that modifications be made in the design, color, location, placement or manner of construction of any proposed improvement. No improvement shall be made except pursuant to specific approval of the Architectural Control Committee. All plans, layouts, proposals and requests which are not specifically approved by the Architectural Control Committee within fifteen (15) days, or approved by it subject to certain modifications within such period, shall be deemed disapproved. The Architectural Control Committee may disapprove any plan, site layout or proposed improvement for violation of these restrictions or any instance when it deems the structure or improvement proposed would lessen the aesthetic harmony in terms of the overall appearance and development of the condominium.

Section 2. No dwelling in the condominium project shall have a height greater than twenty-five (25') feet from the natural finished grade except for any dwellings located on Units 4, 5, 6, 7, 8, 9, 10, and 11, which shall be permitted to have a height not greater than thirty-five (35') feet from the natural finished grade. The Architectural Control Committee shall have the right to approve the location of the structures on the building site in order to protect the view of other Co-owners.

Section 3. All dwellings shall have solid masonry foundations.

Section 4. No building or structure shall be erected on the front yard, side yard or rear yard limited common elements. Buildings, including decks and porches, may be constructed up to the unit lines.

Section 5. No trash, garbage, or rubbish shall be allowed to accumulate on any building site.

Section 6. Single-story dwellings must contain at least 2,200 square feet of living area, and two-story dwellings must contain at least 2,400 square feet of living area. Living area shall exclude basements, walk-out lower levels, garages, and enclosed porches.

Section 7. Temporary structures, trailers, camper vehicles, mobile homes, tents, shacks, and other vehicles or structures of similar nature are prohibited. No basement or garage may be inhabited as residential living quarters either temporarily or permanently.

Section 8. All garages must be attached to the residence. No detached garages, outbuildings or other enclosed structures shall be allowed on the unit.

Section 9. All driveways must be hard-surfaced with either asphalt or cement.

Section 10. No residence shall be constructed with an artificial earth berm which has the effect of making the finished grade around the residence appear unnatural.

Section 11. All buildings shall be completely closed in and completed as to exterior finish within eight (8) months after commencement of construction.

Section 12. All individual wells shall be pressure-sealed and shall comply with the provisions of Act 294, Public Acts of 1965, being the Ground Water Quality Control Act, and any rules and regulations required by District Health Department No. 3.

Section 13. No propane gas tanks, fuel oil tanks, radio or television antennas, or satellite dishes larger than 18" in diameter shall be permitted on any unit within the condominium project.

Section 14. No tree shall exceed a height of twenty-five (25') feet and may be restricted to a lower height to protect views of other Co-owners. The Board of Directors of the Association shall control all trimming and pruning to take place on all general common elements, limited common elements or units within the project. The cost of all future trimming and pruning or removal of new growth to maintain the view will be an expense of the Siebenhar Owners' Association; except that a Co-owner who has requested such trimming or pruning may be required to bear the expense of the same.

Section 15. Subsurface sewage disposal systems shall be installed in accordance with the requirements of the local Health Department District No. 3 of Emmet County, Michigan, and no dwelling shall be occupied until said approved subsurface sewage disposal system has been installed. In addition, a Co-owner must comply with all other provisions of the District Health Department No. 3 regulations pertaining to water supplies and sewage disposal. Prior to site clearing or placement of driveways, culverts, or excavation for building development, permits to construct individual sewage systems shall be obtained from District Health Department No. 3.

Section 16. Any change or amendment to existing law or further legislation which may be enacted by any governmental unit having legislative control over the area embraced by the condominium project, or any future rules and regulations which may be adopted by the Michigan Department of Health or its subsidiary or successor agencies shall be deemed to be incorporated herein by reference after the same become effective. These regulations pertaining to health, water supply and sanitation may not be amended by action of the property owners, anything to the contrary herein notwithstanding.

Section 17. The driveways for all units must connect to Siebenhar Way, except for any unit which may be created that cannot gain access over Siebenhar Way. No road or driveway may be constructed upon any unit to be used as access to any other lot, property or subdivision other than a unit in the condominium project.

Section 18. No log homes or A-frame homes may be built within the condominium project.

Section 19. No outdoor swimming pools may be constructed within the condominium project.

Section 20. No structure, driveway or any type of facility or construction may be done on any unit in such a way that it will impair the natural drainage of the site. All land cuts caused by driveway installation or home construction must be stabilized. The manner and material used for stabilization must be approved by the Architectural Control Committee.

Section 21. All roofs must be of cedar shakes, wood shingles or asphalt seal-down shingles. Where asphalt shingles are used the color will be reviewed for approval by the Architectural Control Committee.

Section 22. No perimeter fencing will be permitted to be installed on any unit, although decorative, protective and screening fence with a maximum height of four (4) feet will be allowed. Before any fence is installed, the design, texture, and color must first be submitted to and approved for installation by the Architectural Control Committee. No chain link fence will be permitted on any unit for any purpose or reason.

ARTICLE VIII
MORTGAGES

Section 1. Any Co-owner who mortgages his unit 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 Condominium Units". The Association may, at the written request of mortgagee of any such condominium unit, report any unpaid assessments due from the Co-owner of such condominium unit. The Association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the Co-owner of such condominium unit that is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against public liability or perils covered by extended coverage, and the amounts of such coverage.

ARTICLE IX
COMPLIANCE

Section 1. The Association and all present or future Co-owners, tenants, future tenants, or any other person 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

Section 1. 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 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 assessments) 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 proceedings 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 attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

(c) The violation of any of the provisions of the condominium documents shall also give the Association or its duly authorized agents in addition to the rights set forth above, the right to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the condominium documents.

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 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.

Section 4. A Co-owner may maintain an action against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the condominium documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the condominium documents or the Condominium Act.

ARTICLE XII SEVERABILITY

Section 1. In the event that any of the terms, provisions, or covenants of these Bylaws or the condominium documents are held to be particularly 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.

04842.10585.116679
7/29/99

DACKET COUNTY COMMODITY SUBDIVISION PLAN NO. ONE

EXHIBIT B
TO THE CONSOLIDATING WATER DEED OF

SIEBENHAR

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, 135W, 85N,
BLAUN CREEK TOWNSHIP, DACKET COUNTY, MICHIGAN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 34, 135W, 85N, DACKET COUNTY,
MICHIGAN; THENCE ALONG THE WESTERN BOUNDARY OF SAID SECTION 34
N 01°-42'-48" E 1324.40 FEET TO THE PLACE OF A LINE OF SECTION 34
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AND THE CENTER
OF SAID ROAD AND COUNTY CLUB ROAD N 01°-43'-15" W 1224.27 FEET TO THE CENTER OF
N 27°-23'-12" E 1130.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 34
SECTION 34 S 01°-27'-00" E 1124.00 FEET TO THE NORTHWEST 1/4 OF SAID
SECTION 34 S 01°-27'-00" E 1124.00 FEET TO THE PLACE OF A LINE OF SECTION 34
THE NORTHWEST 1/4 OF SAID SECTION 34 AND THE CONTINUING SUBJECT TO THE RIGHT OF
THE PUBLIC OVER COUNTY CLUB ROAD AND BOTTEN ROAD AND CONTAINING 40.00 ACRES MORE OR LESS

- 1 COVER
- 2 SURVEY PLAN SOUTH
- 3 SURVEY PLAN NORTH
- 4 SITE PLAN SOUTH
- 5 SITE PLAN NORTH
- 6 UTILITY PLAN SOUTH
- 7 UTILITY PLAN NORTH

DEVELOPER
ALLEN G. SEYMER & CLARA MAE SEYMER
2818 COUNTY CLUB ROAD
PLOMERY, MICHIGAN 49770

SURVEYOR
BIDSTUP ENGINEERING, INC.
507 EAST LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740



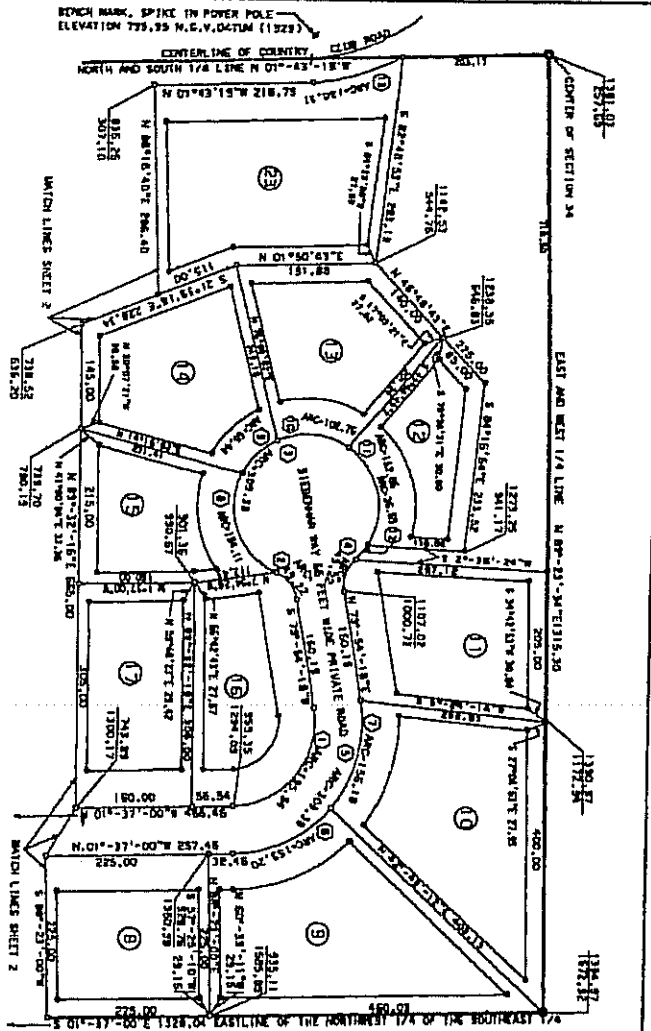
SIEBENHAR

THIS AS BUILT SHEET PREPARED BY:
BIDSTUP ENGINEERING, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

James E. Young
 JAMES E. YOUNG, P.E., NO. 24926
 DATED JULY 22, 1988

COVER

1



- LEGEND**
- INDICATES CONCRETE MONUMENT SET
 - ⊙ INDICATES SIMPLY IRON FOARD
 - INDICATES 6" x 8" IRON ROD SET
 - INDICATES 1/2" IRON ROD SET
 - INDICATES NORTH COORDINATE
 - INDICATES EAST COORDINATE
 - ⊙ INDICATES CHAIN NUMBER

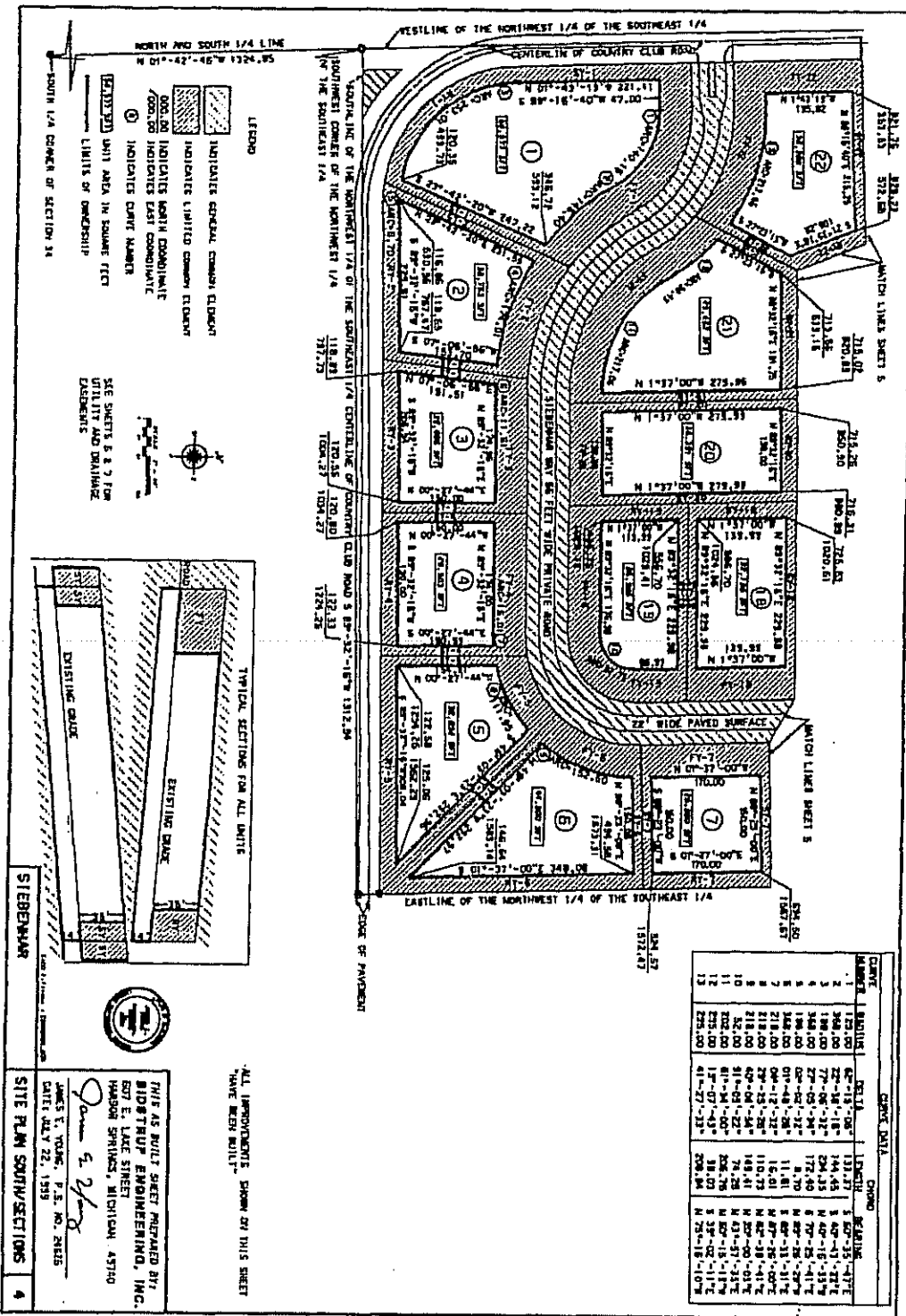
SEE SHEET 3 FOR UTILITIES & DRAINAGE PATTERNS
SEE SHEET 1 FOR IRON MONUMENTS & STRUCTURES ON LOT 21

CHAIN NUMBER	BEARING	DISTANCE	CHANGING DATA	CHANGING DATA	CHANGING DATA
1	N 89° 21' 42"	118.00	N 50° 51' 21"	172.70	N 50° 51' 21"
2	S 89° 21' 42"	118.00	N 11° 08' 42"	47.28	N 11° 08' 42"
3	N 89° 21' 42"	118.00	S 89° 21' 42"	118.00	S 89° 21' 42"
4	S 89° 21' 42"	118.00	N 11° 08' 42"	47.28	N 11° 08' 42"
5	N 89° 21' 42"	118.00	S 89° 21' 42"	118.00	S 89° 21' 42"
6	S 89° 21' 42"	118.00	N 11° 08' 42"	47.28	N 11° 08' 42"
7	N 89° 21' 42"	118.00	S 89° 21' 42"	118.00	S 89° 21' 42"
8	S 89° 21' 42"	118.00	N 11° 08' 42"	47.28	N 11° 08' 42"
9	N 89° 21' 42"	118.00	S 89° 21' 42"	118.00	S 89° 21' 42"
10	S 89° 21' 42"	118.00	N 11° 08' 42"	47.28	N 11° 08' 42"
11	N 89° 21' 42"	118.00	S 89° 21' 42"	118.00	S 89° 21' 42"
12	S 89° 21' 42"	118.00	N 11° 08' 42"	47.28	N 11° 08' 42"
13	N 89° 21' 42"	118.00	S 89° 21' 42"	118.00	S 89° 21' 42"

THIS AS BUILT SHEET PREPARED BY:
BIDARTHP ENGINEERING, INC.
 507 E. LAKE STREET
 NAWAHO SPRINGS, MICHIGAN 49740

James E. Young
 JAMES E. YOUNG, P.S., NO. 24225
 DATE: JULY 22, 1993

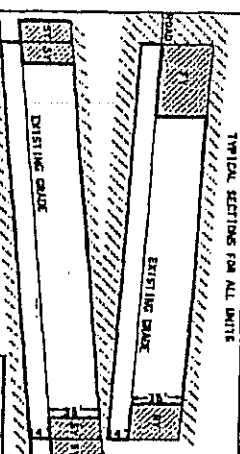
SIEBENHAR
 SURVEY PLAN NORTH 3



LEGEND

- INDICATES GENERAL COMPANY ELEMENT
- INDICATES LIMITED COMPANY ELEMENT
- INDICATES NORTH COMPANIMATE
- INDICATES EAST COMPANIMATE
- INDICATES CURVE NUMBER
- UNIT AREA IN SQUARE FEET
- LIMITS OF OWNERSHIP

SEE SHEETS 5 & 6 FOR UTILITY AND DRAINAGE EXHIBITS



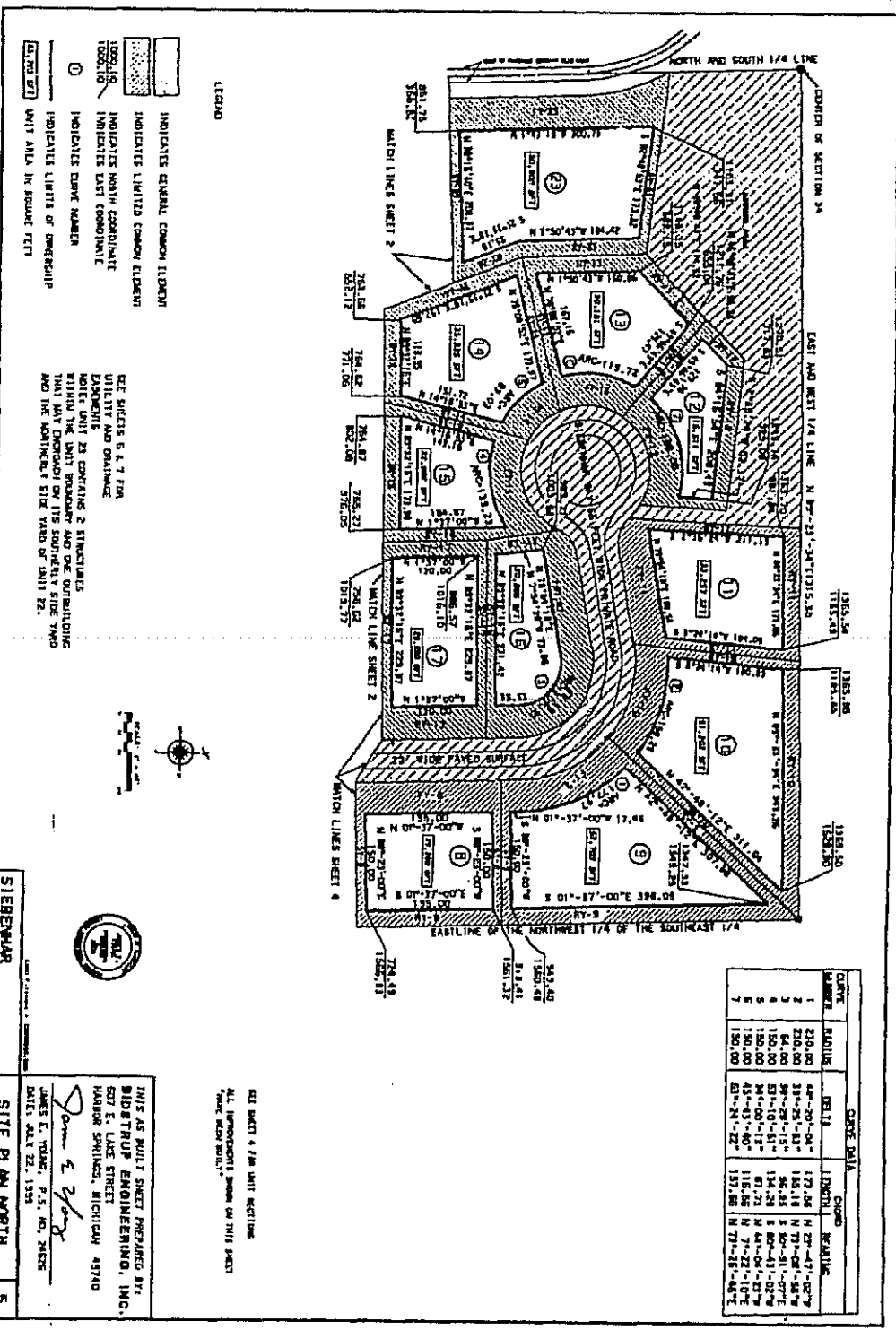
CLIENT NUMBER	BUILDING NUMBER	DEPT.	CHORD	
			LENGTH	BEARING
1	120.35	120.35	131.27	S 67° 35' -41" E
2	120.35	120.35	124.45	S 67° 17' -15" E
3	120.35	120.35	124.45	S 67° 17' -15" E
4	120.35	120.35	124.45	S 67° 17' -15" E
5	120.35	120.35	124.45	S 67° 17' -15" E
6	120.35	120.35	124.45	S 67° 17' -15" E
7	120.35	120.35	124.45	S 67° 17' -15" E
8	120.35	120.35	124.45	S 67° 17' -15" E
9	120.35	120.35	124.45	S 67° 17' -15" E
10	120.35	120.35	124.45	S 67° 17' -15" E
11	120.35	120.35	124.45	S 67° 17' -15" E
12	120.35	120.35	124.45	S 67° 17' -15" E
13	120.35	120.35	124.45	S 67° 17' -15" E

ALL IMPROVEMENTS SHOWN ON THIS SHEET HAVE BEEN BUILT.

THIS AS BUILT SHEET PREPARED BY:
BIDSTRUP ENGINEERING, INC.
 607 E. LAKE STREET
 HADRON SPRINGS, MICHIGAN 49740

James E. Young
 JAMES E. YOUNG, P.E., NO. 2815
 DATE: JULY 22, 1999

STIEBENHAR
 SITE PLAN SOUTH SECTIONS 4



- LEGEND**
- INDICATES EXISTING COMMON ELEMENT
 - INDICATES LIMITED COMMON ELEMENT
 - INDICATES NORTH COORDINATE
 - INDICATES EAST COORDINATE
 - INDICATES CURVE NUMBER
 - INDICATES LIMITS OF OWNERSHIP
 - UNIT AREA IN SQUARE FEET

SEE SHEETS 6, 7, 7 FROM
 LOT 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

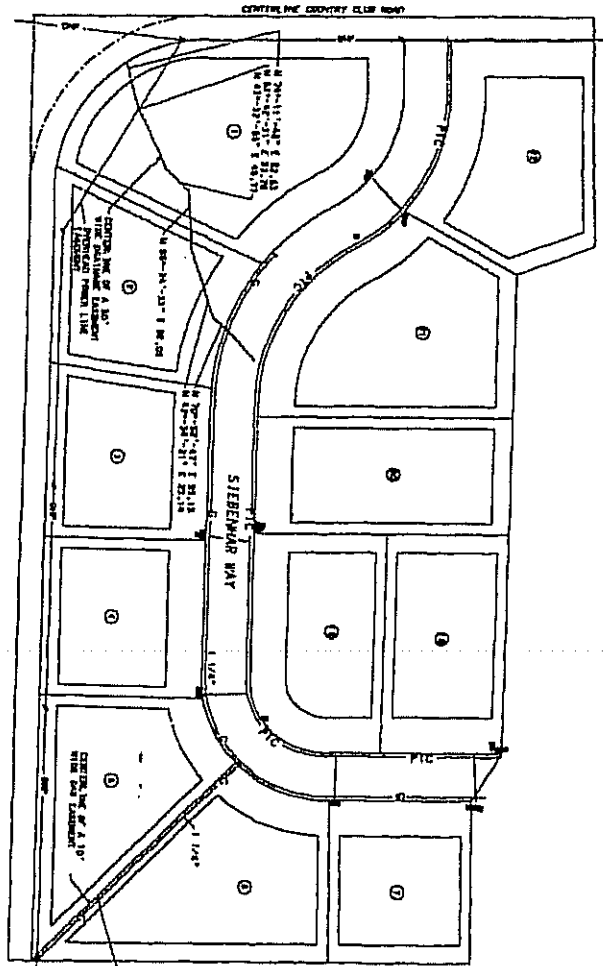


CURVE NUMBER	RADIUS	DELTA		CHORD BEARING	
		DEG	MIN	DEG	MIN
1	230.00	44	27	47	02
2	230.00	35	29	34	02
3	64.00	98	28	15	02
4	150.00	53	10	51	02
5	150.00	45	00	15	02
6	150.00	45	43	40	02
7	150.00	43	24	22	02

SIEMENSKA

THIS AS BUILT SHEET PREPARED BY:
 BUDGETUP ENGINEERING, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 James E. Young
 JAMES E. YOUNG, P.E. NO. 24258
 DATE: JULY 22, 1994
 SITE PLAN NORTH 5

SEE SHEET 4 FOR UNIT RECTIONS
 ALL IMPROVEMENTS SHOWN ON THIS SHEET
 SHALL BE AS SHOWN



NOTES:
 NO OTHER SERVICE ARE PLANNED FOR THIS PROJECT
 ALL UTILITIES SHOWN ON THIS SHEET HAVE BEEN BUILT-
 SANITARY SEWER COLLECTION AND TREATMENT WILL BE
 INDIVIDUAL SEWER SYSTEMS TO BE CONSTRUCTED
 INDIVIDUALLY WITHIN UNIT BOUNDARIES.
 WATER SERVICE WILL BE PROVIDED FROM INDIVIDUAL
 OVER-SITE WELLS.
 NOTE: ACTUAL UNDERGROUND LOCATION OF UTILITIES MAY
 VARY FROM THIS PLAN. CALL UTILS DIG BEFORE EXCAVATING.

UTILITY	SOURCE OR LOCATION
ELECTRIC	FIELD RESERVATION
TELEPHONE	FIELD RESERVATION
CABLE TV	FIELD RESERVATION
WATER	FIELD RESERVATION



- LEGEND
- O — CABLE TV
 - PTC — POWER, TELEPHONE, CABLE TV
 - — — OVERHEAD UTILITY LINE & POLE
 - — — CABLE TV MAIN
 - ELECTRIC SERVICE BOX
 - ELECTRIC TRANSFORMER BOX
 - AMENITIES BOX



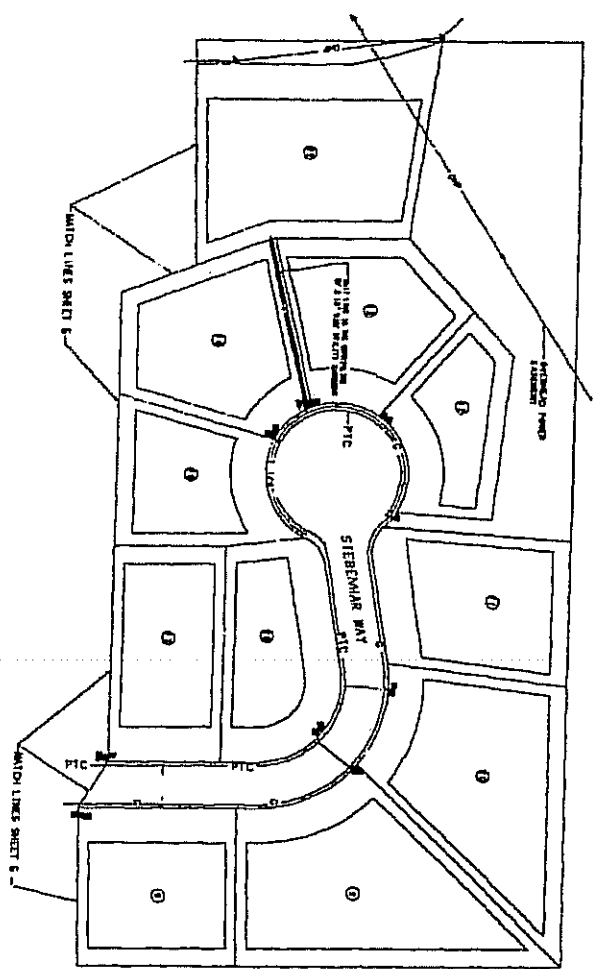
SIEBENWAR

UTILITIES PLAN SOUTH

6

THIS AS BUILT SHEET PREPARED BY:
 BIDSTRUP ENGINEERING, INC.
 507 E. LAKE STREET
 WARREN SPRINGS, MICHIGAN 48090

JAMES E. YOUNG, P.E., NO. 24225
 DATE: JULY 22, 1995



NOTES:
 NO STORM SEWERS ARE PLANNED FOR THIS PROJECT.
 ALL UTILITIES SHOWN ON THIS SHEET HAVE BEEN BUILT.
 EXISTING BENCH COLLECTION AND TELEPHONE WILL BE
 INDIVIDUAL ON-SITE SYSTEMS TO BE CONSTRUCTED
 TO MATCH WITH THE SUBSIDIARIES.
 WATER SERVICE WILL BE PROVIDED FROM INDIVIDUAL
 ON-SITE WELLS.
 NOTE: ACTUAL UNDERGROUND LOCATION OF UTILITIES MAY
 VARY FROM THIS PLAN. CALL WISE DIG BEFORE EXCAVATING.

UTILITY	SOURCE OF LOCATION
ELECTRIC	FIELD OBSERVATION
TELEPHONE	FIELD OBSERVATION
CABLE TV	FIELD OBSERVATION
GAS	FIELD OBSERVATION

STIERENHAR



THIS AS BUILT SHEET PREPARED BY:
 MIDSTRUP ENGINEERING, INC.
 807 E. LAKE STREET
 HAZARD SPRINGS, MICHIGAN 48740
 James E. Young
 JAMES E. YOUNG, P.E. NO. 24583
 DATE: JULY 22, 1988

UTILITY PLAN NORTH

- LEGEND
- GAS MAIN
 - PTC — POWER, TELEPHONE, CABLE TV
 - OVERHEAD UTILITY LINE & POLE
 - CABLE TV BOX
 - ELECTRIC JUNCTION BOX
 - ELECTRIC TOWER/SPLITTER BOX
 - METER/TECH BOX