STATE OF MICHIGAN
COUNTY OF OTTAWA
RECEIVED FOR RECORDING
05 JUN 28 PM 3:40
Clarence D. Jontony
REGISTER OF DEEDS

2005 JUN 28 P 3:40

CONSENT TO SUBMISSION

NOW COMES Mercantile Bank of West Michigan, a Michigan banking corporation, whose address is 216 North Division, Grand Rapids, Michigan 49503 ("Mortgagee"), and does hereby consent and agree to the submission of the property described on Exhibit "A" attached hereto and made a part hereof, or a part thereof, as a condominium project (The Reserve) in accordance with the statute in such case provided.

IN WITNESS WHEREOF the undersigned has executed this Consent to Submission as of this 22 day of June, 2005.

Mercantile Bank of West Michigan

By: _____
THOMAS J. KELLY

Its: Senior Vice President

State of Michigan
County of KENT } ss

On this 22 day of June, 2005, before me, a Notary Public within and for said County and State aforesaid, personally appeared Thomas J. Kelly, to me known to be the Sr. Vice President of Mercantile Bank of West Michigan, a Michigan banking corporation, and who executed the foregoing instrument and acknowledged the same to be his free act and deed on behalf of said banking corporation.

_____
(typed name of notary public)

Notary Public, County of
My commission expires

Ellen Klungle
Notary Public, Kent County, MI
My Commission Expires 2-1-2006

Prepared in the Law Office of:
When Recorded, Return to:

LOUIS P. TOCCO, ESQ.
LOUIS P. TOCCO, P.L.C.
13709 S. West Bayshore Drive
Traverse City, Michigan 49684
LTOCCO@TRAVERSE.COM
(231) 995-9100

EXHIBIT "A"

A parcel of land in part of the NW ¼ of Section 21 and part of Section 20, T32N-R5W, Boyne Valley Township, Charlevoix County, Michigan, described as:

Commencing at the Southeast corner of said Section 20; thence N 01°03'12" W, 811.25 feet along the East line of said Section 20 to the POINT OF BEGINNING; thence S 88°58'59" W, 741.12 feet; thence N 38°50'33"W, 716.52 feet; thence S 69°38'22" W, 145.25 feet to the South 1/8 line of the SE ¼ of said Section 20; thence along said 1/8 line S 89°06'20" W, 1317.59 feet to the North-South ¼ line of said Section 20; thence along said North-South ¼ line S 01°23'46" E, 664.45 feet; thence S 89°06'20" W, 656.60 feet; thence S 01°20'33" E, 171.81 feet; thence N 62°04'53" W, 87.46 feet; thence 264.33 feet along a Curve to the left, said curve having a radius of 280.00 feet, a Delta Angle of 54°05'21" and a Chord of 254.62 feet bearing N 89°07'33" W; thence S 63°49'46" W, 105.04 feet; thence N 26°10'14" W, 126.42 feet; thence 156.19 feet along a curve to the right, said curve having a radius of 220.00 feet, a delta angle of 40°40'38", a long chord of 152.93 feet bearing N 05°49'55" W; thence N 14°30'24" E, 197.06 feet; thence 113.08 feet along a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 13°29'59", a chord of 112.83 feet bearing N 07°45'25" E; thence N 01°00'25" E, 42.51 feet; thence N 67°26'59" W, 361.89 feet; thence N 39°11'37" W, 99.38 feet; thence N 46°55'56" W, 257.57 feet; thence NORTH, 91.07 feet; thence N 67°25'21" W, 53.86 feet; thence 48.71 feet along a curve to the right, said curve having a radius of 177.79 feet, a delta angle of 15°41'54", a chord of 48.56 feet, bearing N 59°34'24" W; thence S 45°00'44" W, 67.68 feet; thence N 64°09'39" W, 210.87 feet; thence N 29°14'36" E, 233.06 feet; thence N 63°36'09" E, 108.29 feet; thence N 85°38'52" E, 125.85 feet; thence N 36°53'33" E, 488.02 feet; thence N 45°43'19" E, 304.26 feet; thence N 61°49'06" E, 200.69 feet; thence N 88°46'03" E, 229.66 feet; thence S 12°31'55" W, 888.85 feet; thence N 59°56'19" W, 302.02 feet; thence 132.48 feet along a non-tangent curve to the right, said curve having a radius of 295.00 feet, a delta angle of 25°43'47", a chord of 131.36 feet bearing S 35°33'21" W; thence S 48°25'15" W, 79.09 feet; thence 293.11 feet along a curve to the left, said curve having a radius of 130.00 feet, a delta angle of 129°11'10", a chord of 234.85 feet bearing S 16°10'20" E; thence 254.37 feet along a curve to the right; said curve having a radius of 270.00 feet, a delta angle of 53°58'44", a chord of 245.07 feet bearing S 54°04'51" E; thence S 88°01'05" E, 157.19 feet; thence S 10°51'48" E, 133.00 feet; thence S 18°44'04" E, 137.13 feet; thence S 26°33'21" E, 133.84 feet; thence S 42°18'24" W, 105.94 feet; thence N 70°13'06" W, 205.53 feet; thence 61.6 feet along a curve to the right, said curve having a radius of 520.00 feet; a delta angle of 6°47'16", a chord of 61.57 feet bearing S 11°06'46" W; thence S 14°30'24" W, 197.06 feet; thence 127.79 feet along a curve to the left, said curve having a radius of 180.00 feet, a delta angle of 40°40'38", a chord of 125.12 feet bearing S 05°49'55" E; thence S 26°10'14" E, 86.42 feet; thence N 63°49'46" E, 65.04 feet; thence 105.97 feet along a curve to the right, said curve having a radius of 320.00 feet, a delta angle of 18°58'29", a chord of 105.49 feet bearing N 73°19'00" E; thence N 28°10'38" E, 151.62 feet; thence S 78°36'36" E, 195.62 feet; thence S 01°48'48" E, 13.98 feet; thence N 89°06'20" E, 270.59 feet; thence N 23°52'15" W, 150.15 feet; thence N

06°54'43" W, 232.34 feet; thence N 25°33'49" W, 402.26 feet; thence N 04°52'37" E, 944.61 feet; thence N 19°24'10" W, 195.42 feet; thence N 00°07'36" E, 177.62 feet; thence N 43°02'23" E, 166.05 feet; thence N 80°03'05"E, 148.36 feet; thence N 71°59'37" E, 71.53 feet; thence S 80°02'01" E, 89.07 feet; thence S 17°43'45" E, 280.34 feet; thence S 10°33'29" E, 228.27 feet; thence S 08°28'02" W, 297.45 feet; thence S 19°56'03" E, 253.77 feet; thence S 47°38'18" E, 202.55 feet; thence S 86°08'08" E, 85.84 feet; thence N 68°43'58" E, 106.23 feet; thence N 38°55'25" E, 104.20 feet; thence N 06°34'30" E, 385.77 feet; thence N 58°07'26" E, 151.67 feet; thence N 20°58'17" E, 143.61 feet; thence N 87°38'26" E, 177.59 feet; thence N 25°07'05" E, 411.71 feet; thence N 23°07'00" E, 821.13 feet; thence N 56°20'31" E, 72.36 feet; thence S 81°52'56" E, 590.57 feet; thence N 86°04'34" E, 126.16 feet; thence N 81°35'10" E, 123.30 feet; thence S 82°06'55" E, 163.83 feet; thence S 67°44'07" E, 266.90 feet; thence N 10°05'09" W, 68.07 feet; thence N 23°41'51" W, 240.72 feet; thence N 66°18'09" E, 286.06 feet; thence S 23°41'51" E, 286.00 feet; thence S 66°18'09" W, 248.03 feet; thence S 03°07'22" E, 25.86 feet; thence S 67°44'07" E, 199.45 feet; thence S 36°30'25" E, 38.85 feet; thence S 23°13'07" E, 173.50 feet; thence 49.68 feet along a curve to the right, said curve having a radius of 115.00 feet, a delta angle of 24°45'07", a chord of 49.29 feet bearing S 25°48'30" W; thence S 11°13'53" E, 152.72 feet; thence S 78°54'00" W, 354.26 feet; thence S 11°49'28" E, 205.99 feet; thence S 01°03'12" E, 1842.11 feet to the Point of Beginning. Containing 160.47 acres.

LIBER 689 PAGE 038

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX
RECEIVED FOR RECORD

05 JUN 28 PM 3:41

Clarence B. Jennings

REGISTER OF DEEDS

RECEIVED
2005 JUN 28 PM 3:40

State of Michigan, County of Charlevoix, ss
On this 6-28-05 I hereby certify
that there are no tax liens or titles held by the State or by
any individuals on the land herein described in the within instrument
and that all taxes due thereon have been paid for the five years preceding
the date of said instrument as appears by the records in
my office. This does not cover taxes in process of collection by
Township, Cities or Village
Marilyn Cousineau
County Treasurer

TAX CODE #'s
15-002-020-001-35 EQ
15-002-020-002-00 EQ
15-002-020-003-00 EQ
15-002-021-030-45 EQ

MASTER DEED

FOR

689-038

THE RESERVE

MASTER DEED, Made as of this 27 day of June, 2005, by McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan, of 104 South Union Street, Suite 212, Traverse City, Michigan 49684 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of lands herein described and desires to establish the same together with the appurtenances thereto as a condominium project under the provisions of Act 59 of the Public Acts of 1978, as amended, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plans attached hereto as Exhibit "B", both of which are incorporated herein by reference and made a part hereof.

NOW, THEREFORE, the Developer does hereby establish **THE RESERVE** by recording of this Master Deed as a condominium project and does declare that **THE RESERVE**, hereinafter referred to as the "Condominium", shall be henceforth held, conveyed, encumbered, leased, occupied, improved and in any other manner utilized,

subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I.

TITLE AND NATURE

The Condominium Project shall be known as **THE RESERVE**, Charlevoix County Condominium Subdivision Plan No. 152. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

The land on which the Condominium Project is located and which is established by this Master Deed is situated in the Township of Boyne Valley, County of Charlevoix and State of Michigan, and described as follows, viz.:

A parcel of land in part of the NW ¼ of Section 21 and part of Section 20, T32N-R5W, Boyne Valley Township, Charlevoix County, Michigan, described as:

A parcel of land in part of the NW ¼ of Section 21 and part of Section 20, T32N-R5W, Boyne Valley Township, Charlevoix County, Michigan, described as:

Commencing at the Southeast corner of said Section 20; thence N 01°03'12" W, 811.25 feet along the East line of said Section 20 to the POINT OF BEGINNING; thence S 88°58'59" W, 741.12 feet; thence N 38°50'33"W, 716.52 feet; thence S 69°38'22" W, 145.25 feet to the South 1/8 line of the SE ¼ of said Section 20; thence along said 1/8 line S 89°06'20" W, 1317.59 feet to the North-South ¼ line of said Section 20; thence

along said North-South ¼ line S 01°23'46" E, 664.45 feet; thence S 89°06'20" W, 656.60 feet; thence S 01°20'33" E, 171.81 feet; thence N 62°04'53" W, 87.46 feet; thence 264.33 feet along a Curve to the left, said curve having a radius of 280.00 feet, a Delta Angle of 54°05'21" and a Chord of 254.62 feet bearing N 89°07'33" W; thence S 63°49'46" W, 105.04 feet; thence N 26°10'14" W, 126.42 feet; thence 156.19 feet along a curve to the right, said curve having a radius of 220.00 feet, a delta angle of 40°40'38", a long chord of 152.93 feet bearing N 05°49'55" W; thence N 14°30'24" E, 197.06 feet; thence 113.08 feet along a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 13°29'59", a chord of 112.83 feet bearing N 07°45'25" E; thence N 01°00'25" E, 42.51 feet; thence N 67°26'59" W, 361.89 feet; thence N 39°11'37" W, 99.38 feet; thence N 46°55'56" W, 257.57 feet; thence NORTH, 91.07 feet; thence N 67°25'21" W, 53.86 feet; thence 48.71 feet along a curve to the right, said curve having a radius of 177.79 feet, a delta angle of 15°41'54", a chord of 48.56 feet, bearing N 59°34'24" W; thence S 45°00'44" W, 67.68 feet; thence N 64°09'39" W, 210.87 feet; thence N 29°14'36" E, 233.06 feet; thence N 63°36'09" E, 108.29 feet; thence N 85°38'52" E, 125.85 feet; thence N 36°53'33" E, 488.02 feet; thence N 45°43'19" E, 304.26 feet; thence N 61°49'06" E, 200.69 feet; thence N 88°46'03" E, 229.66 feet; thence S 12°31'55" W, 888.85 feet; thence N 59°56'19" W, 302.02 feet; thence 132.48 feet along a non-tangent curve to the right, said curve having a radius of 295.00 feet, a delta angle of 25°43'47", a chord of 131.36 feet bearing S 35°33'21" W; thence S 48°25'15" W, 79.09 feet; thence 293.11 feet along a curve to the left, said curve having a radius of 130.00 feet, a delta angle of 129°11'10", a chord of 234.85 feet bearing S 16°10'20" E; thence 254.37 feet along a curve to the right; said curve having a radius of 270.00 feet, a delta angle of 53°58'44", a chord of 245.07 feet bearing S 54°04'51" E; thence S 88°01'05" E, 157.19 feet; thence S 10°51'48" E, 133.00 feet; thence S 18°44'04" E, 137.13 feet; thence S 26°33'21" E, 133.84 feet; thence S 42°18'24" W, 105.94 feet; thence N 70°13'06" W, 205.53 feet; thence 61.6 feet along a curve to the right, said curve having a radius of 520.00 feet; a delta angle of 6°47'16", a chord of 61.57 feet bearing S 11°06'46" W; thence S 14°30'24" W, 197.06 feet; thence 127.79 feet along a curve to the left, said curve having a radius of 180.00 feet, a delta angle of 40°40'38", a chord of 125.12 feet bearing S 05°49'55" E; thence S 26°10'14" E, 86.42 feet; thence N 63°49'46" E, 65.04 feet; thence 105.97 feet along a curve to the right, said curve having a radius of 320.00 feet, a delta angle of 18°58'29", a chord of 105.49 feet bearing N 73°19'00" E; thence N 28°10'38" E, 151.62 feet; thence S 78°36'36" E, 195.62 feet; thence S 01°48'48" E, 13.98 feet; thence N 89°06'20" E, 270.59 feet; thence N 23°52'15" W, 150.15 feet; thence N 06°54'43" W, 232.34 feet; thence N 25°33'49" W, 402.26 feet; thence N 04°52'37" E, 944.61 feet; thence N 19°24'10" W, 195.42 feet; thence N 00°07'36" E, 177.62 feet; thence N 43°02'23" E, 166.05 feet; thence N 80°03'05"E, 148.36 feet; thence N 71°59'37" E, 71.53 feet; thence S 80°02'01" E, 89.07 feet; thence S 17°43'45" E, 280.34 feet; thence S 10°33'29" E, 228.27 feet; thence S 08°28'02" W, 297.45 feet; thence S 19°56'03" E, 253.77 feet; thence S 47°38'18" E, 202.55 feet; thence S 86°08'08" E, 85.84 feet; thence N 68°43'58" E, 106.23 feet; thence N 38°55'25" E, 104.20 feet; thence N 06°34'30" E, 385.77 feet; thence N 58°07'26" E, 151.67 feet; thence N 20°58'17" E, 143.61 feet; thence N 87°38'26" E, 177.59 feet; thence N 25°07'05" E, 411.71 feet;

thence N 23°07'00" E, 821.13 feet; thence N 56°20'31" E, 72.36 feet; thence S 81°52'56" E, 590.57 feet; thence N 86°04'34" E, 126.16 feet; thence N 81°35'10" E, 123.30 feet; thence S 82°06'55" E, 163.83 feet; thence S 67°44'07" E, 266.90 feet; thence N 10°05'09" W, 68.07 feet; thence N 23°41'51" W, 240.72 feet; thence N 66°18'09" E, 286.06 feet; thence S 23°41'51" E, 286.00 feet; thence S 66°18'09" W, 248.03 feet; thence S 03°07'22" E, 25.86 feet; thence S 67°44'07" E, 199.45 feet; thence S 36°30'25" E, 38.85 feet; thence S 23°13'07" E, 173.50 feet; thence 49.68 feet along a curve to the right, said curve having a radius of 115.00 feet, a delta angle of 24°45'07", a chord of 49.29 feet bearing S 25°48'30" W; thence S 11°13'53" E, 152.72 feet; thence S 78°54'00" W, 354.26 feet; thence S 11°49'28" E, 205.99 feet; thence S 01°03'12" E, 1842.11 feet to the Point of Beginning. Containing 160.49 acres.

TOGETHER WITH (ACCESS EASEMENT #1) A 66 foot wide easement for ingress/egress, the installation and maintenance of public utilities, signage, drainage and temporary grading created in that certain Warranty Deed dated December 30, 2004 and recorded January 4, 2005 in Liber 661, Page 157 of the Charlevoix County Records, as amended in that certain First Amended Access and Utilities Easement dated June 24, 2005 and recorded June 28, 2005 in Liber 688, Page 824 of the Charlevoix County Records.

TOGETHER WITH (ACCESS EASEMENT #2) A 66 foot wide easement for ingress/egress and the installation and maintenance of public utilities created in that certain Easement Agreement dated December 30, 2004 and recorded January 4, 2005 in Liber 661, Page 173 of the Charlevoix County Records.

TOGETHER WITH (ACCESS EASEMENT #3) A 66 foot wide easement for ingress/egress and the installation and maintenance of public utilities created in that certain Easement Agreement dated December 30, 2004 and recorded January 4, 2005 in Liber 661, Page 173 of the Charlevoix County Records).

TOGETHER WITH access easements over private roads within Boyne Mountain Resort for the purpose of accessing recreational, operational and commercial facilities within Boyne Mountain Resort and potential irrigation water rights as provided in that certain Roadway and Utilities Agreement dated December 30, 2004 and recorded January 4, 2005 in Liber 661, Page 178 of the Charlevoix County Records.

TOGETHER WITH proposed recreational pathway and proposed cross country ski path use rights over properties owned by Boyne USA, Inc. and/or Boyne Mountain Resort, L.L.C., for non-exclusive recreational use as provided in that certain Recreational Trail Agreement dated June 24, 2005 and recorded June 28, 2005 in Liber 688, Page 827 of the Charlevoix County Records.

SUBJECT TO access and utilities easements over the private roads and general common elements of the Project, development use rights (for non-Project property owners of properties developed by Boyne USA, Inc. and/or Boyne Mountain Resort,

L.L.C., or their successors or assigns), golf course and maintenance easements and recreational areas use rights (for non-Project property owners of properties developed by Boyne USA, Inc. and/or Boyne Mountain Resort, L.L.C., or their successors or assigns) as provided in that certain Easement Agreement dated December 30, 2004 and recorded January 4, 2005 in Liber 661, Page 166 of the Charlevoix County Records.

SUBJECT TO a reservation of access and utilities easements over the private roads and general common elements of the Project, development use rights (for non-Project property owners of properties developed by South Ridge Properties, L.L.C., or their successors or assigns) and recreational areas use rights (for non-Project property owners of properties developed by South Ridge Properties, L.L.C., or their successors or assigns) as provided in that certain Easement Agreement dated December 30, 2004 and recorded January 4, 2005 in Liber 661, Page 173 of the Charlevoix County Records.

SUBJECT TO recreational pathway and proposed cross country ski path use rights over those certain general common elements of the Project for the recreational use of non-Project property owners of properties developed by Boyne USA, Inc., Boyne Mountain Resort, L.L.C., and/or South Ridge Properties, L.L.C., or their successors or assigns and the guests and invitees of Boyne Mountain Resort.

Subject to all agreements, covenants, easements, right-of-ways, reservations, exceptions, conditions and restrictions contained in prior conveyances or otherwise, if any, and further subject to the following. The Developer hereby reserves and excepts, unto itself, its successors and assigns, all oil, gas and minerals, if any; Developer covenants that there shall be no drilling operations on the Premises (including no surface activity or reduction of vertical support of the surface) hereinabove described pursuant to the foregoing reservation. The Developer also hereby reserves and excepts, unto itself, its successors and assigns, the right to remove selected trees so as to provide access to the open space areas, to install recreational facilities, to enhance views, and otherwise, and the right to receive and/or retain the proceeds therefrom.

THE ABOVE-DESCRIBED PREMISES ARE CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS STATED HEREINAFTER IN ARTICLE VIII.

III.

DEFINITIONS

The following terms, whenever utilized in this Master Deed, Condominium Bylaws, Articles of Incorporation, Bylaws of Association of Co-Owners, Purchase

Agreement, instruments of conveyance including amendments to Master Deed, and in any other document or instrument without limitation shall be defined as follows, viz.:

A. **The Act** means the Michigan Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.

B. **Association** shall mean the person designated in the condominium documents to administer the Condominium Project.

C. **Condominium Bylaws** means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by the Act to be recorded as part of the Master Deed.

D. **Consolidating Master Deed** means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect the entire land area after expansion and/or contraction of the Condominium from time to time and/or the results of conversion of the Condominium from time to time under Article X, Article XI and/or Article IX, respectively hereof, and all units and common elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Charlevoix County Register of Deeds, shall supersede any previously recorded Master Deed for the Condominium.

E. **Lot or Unit** shall each mean the space within the boundaries of a single unit in the Condominium as such area and space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

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

G. **Condominium Project, Condominium or Project** means **THE RESERVE** as a condominium project established in conformity with the provisions of the Act.

H. **Condominium Subdivision Plan** means Exhibit "B" hereto.

I. **Co-Owner** means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. A land contract vendor and a land contract vendee are jointly and severally liable as the Co-Owner of a unit in this Project notwithstanding that the land contract vendee of a unit in this Project may be treated as the Co-Owner for all purposes relating to the Project. The term "owner", wherever used, shall be synonymous with the term "Co-Owner".

J. **Condominium Premises** means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project and described in Article II above.

K. **Common Elements** where used without modification shall mean both the general and limited common elements described in Article IV hereof.

L. **Percentage of Value** means the percentage assigned to each individual condominium unit in the condominium Master Deed.

M. **Developer** is McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan.

N. **Architectural Control Committee** shall mean the committee appointed in accordance with the provisions of Article VI, Sections (1) through (8) of the Condominium Bylaws.

O. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any unit.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate.

IV.

COMMON ELEMENTS

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

A. The general common elements are:

1. The land described in Article II hereof, including the open space areas, the paved (shared) recreational pathway, the proposed (shared) cross country ski path, the (shared) recreational facilities (including Kitz Cabin and the ski-in/ski-out parking area), the stormwater retention areas located within the commons areas, the Project signage, and all roadways, outlots, if any, and access easements, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

2. Such other elements of the Project not herein designated as general or limited common elements which are not within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association.

1. As provided in Subparagraph A.1 above, the recreational pathways and recreational facilities may be utilized by non-Co-Owners. The recreational pathways (the paved recreational pathway and the proposed cross country ski path) are intended to interconnect to a system of pathways constructed by, or to be constructed by, Boyne USA, Inc., Boyne Mountain Resort, L.L.C., South Ridge Properties, L.L.C., and/or their successors or assigns, and as such may be utilized by non-Project property owners and their guests and invitees and the guests and invitees of Boyne Mountain Resort. Notwithstanding the fact that the recreational pathways are general common elements of the Project, they shall be maintained by Boyne USA, Inc. and/or Boyne Mountain Resort, L.L.C., or their successors or assigns ("Boyne"); however, Boyne may

require trail permits or may institute a reasonable trail use fee (in exchange for the right to utilize the trails over property owned or developed by Boyne and/or South Ridge Properties, L.L.C.) which would be borne by the Association on behalf of all Co-Owners. Also, the recreational facilities may be utilized by non-Project property owners, and their guests and invitees, of properties described in Article X (except that last property described in Article X) and an approximately 40 acre parcel of land located generally to the North of Kitz Cabin (referred to as MC4) in the event that those properties are developed by Boyne, South Ridge Properties, L.L.C., and/or their successors or assigns. In this event, such non-Project property owners would be obligated to reimburse the Association for their prorata share of the cost to maintain and repair these facilities, that is, on a per unit or lot basis proportionate to the total number of units/lots that have the right to utilize these facilities.

2. Notwithstanding the fact that the emergency turn-around easement as depicted on Exhibit "B" hereto is located within the boundary of unit 41, the costs of maintenance (not including grass cutting), repair and replacement of this facility, whether located within the commons areas or within the boundaries of units, shall be borne by the Association.

3. Notwithstanding the fact that stormwater retention areas and/or drainage easement facilities as depicted on Exhibit "B" hereto are located within the boundaries of certain units, the costs of maintenance (not including grass cutting), repair and replacement of these facilities, whether located within the commons areas or within the boundaries of units, shall be borne by the Association.

C. The Developer has not requested the Charlevoix County Road Commission nor the Michigan Department of Transportation to accept any of the herein designated general common element roadways, outlots, if any, or access easements as public roads as set forth on Exhibit "B" attached hereto. As such, the roadways, outlots, if any, and access easements will be private and the Charlevoix County Road Commission, the Michigan Department of Transportation and Boyne Valley Township will have no obligation to build, repair or maintain the roadways, outlots, if any, and access easements in any manner until such time, if ever, as the Condominium Association, the Developer or a successor developer dedicates the roadways, outlots, if any, and/or access easements to the public. Nothing herein shall obligate the Condominium Association, the Developer or a successor developer to dedicate the roadways, outlots, if any, and/or access easements to the public as a public road. The Association shall grade, drain, and otherwise maintain the roadways, outlots, if any, and/or access easements. There shall be easements over the herein designated general common element roadways, outlots, if any, and access easements in favor of the public for emergency purposes and for the purpose of ingress and egress by other public vehicles for the provision of public services deemed necessary by public officials. The Co-Owners shall refrain from prohibiting, restricting, limiting or in any manner interfering with the normal ingress and egress and use by any of the other Co-Owners; normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradespersons, delivery persons and others having a need to utilize the roadways, bound for or returning from any of the lots.

D. There are no limited common elements in the Condominium Project as shown on Exhibit "B" attached hereto.

E. Any maintenance, repair or replacement (the cost of which is to be borne by the Co-Owner or Co-Owners) may be performed by or under the direction of the Association and the cost may be assessed against the responsible Co-Owner or Co-Owners as provided in the Condominium Bylaws.

F. No Co-Owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his unit or the common elements.

V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Project attached hereto as Exhibit "B". Each unit shall include all that area and space contained within the boundary for each unit as shown on Exhibit "B" hereto. No Co-Owner shall be permitted to partition, split or otherwise subdivide a unit.

B. The percentage of value assigned to each unit is set forth in Subparagraph "D" below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and in the common elements of the Condominium. At meetings of the Association, each respective Co-Owner shall have

one vote for each Condominium unit owned when voting by number and one vote, the value of which equals the total of the assigned percentages of value for each Condominium unit owned, when voting by percentage of value. The total value of the Project is one hundred (100%) percent. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Articles IX, X and XI hereof.

C. The determination of the percentage of value which should be assigned was made after reviewing the comparative characteristics of each unit in the Project and concluding that location, size, value and allocable expenses of maintenance were the proper determining factors to be considered.

D. Each unit shall be assigned an equal percentage of value.

VI.

EASEMENTS

There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls in favor of the Association and the Developer (for itself and its successors and assigns), located within any lot or common element area for the installation and placement of and/or continuing maintenance and repair of all utilities (including stormwater retention facilities and/or drainage easement facilities) and all common elements in the Condominium. There shall be easements to, through and over those certain general common elements beneath each of the units in the Project in favor of each respective Co-Owner for the installation and placement of

and/or continuing maintenance and repair of water well facilities located beneath the Co-Owner's unit which facilities service the structures permitted on the Co-Owner's unit.

VII.

EASEMENTS RETAINED BY DEVELOPER

A. The Developer reserves for the benefits of itself, its successors and assigns, and that certain land described in Article X and XI hereinafter, perpetual easements for the unrestricted use (including, by way of inclusion and not limitation, the installation of and/or relocation of roads, driveways, walkways, rights-of-way, utilities or utility facilities, and retention basins and facilities, of any kind or nature) of all roads and/or easements, driveways, walkways and general common elements in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer (including its owners whether shareholders or members, if applicable) or its successors or assigns (it is the intent of the foregoing that such reservation may, in addition to the benefits reserved to the Developer, be assigned for the benefit of adjacent property owners at the reasonable discretion of the Developer). All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article X (whether developed as a part of this Project or as separate project(s)) and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors or assigns

whose closest means of access to a public road is over such road or roads. The Co-Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of units, in this Condominium, and the denominator of which is comprised of the number of such units plus all other units added on the land described in Article X (whether developed as a part of this Project or as separate project(s)) and all of the units and/or lots added on any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors or assigns whose closest means of access to a public road is over such road(s).

B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, the current and future owners of that certain land described in Article X and XI hereinafter, all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer (including its owners whether shareholders or members, if applicable) or its successors or assigns, perpetual easements to utilize, tap, tie into, and/or extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, electric, water, telephone, cable television, gas, and storm and sanitary sewer mains/basins, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium premises to their state

immediately prior to such utilization, tapping, tieing in, extension or enlargement. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate instrument of termination.

C. In the event that Boyne makes connection to its community water and/or sewer systems available to the Project, the Developer hereby reserves for the benefit of itself, its successors and assigns, that certain land described in Article X and XI hereinafter, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, the right to install the required infrastructure necessary to service the Project with a private water and sewer system. The Association would be obligated to contribute to all costs and expenses related to the community water and septic systems, including by way of illustration and not limitation, all operating costs, repairs, maintenance and replacement expenses. The Association's obligation (for all costs) shall be determined by a prorata allocation of those costs to all users (lots/units) of the systems. For example, if there are twelve (12) users of the system, eleven (11) of which are the units in this Project, the Association shall pay

eleven-twelfths (11/12ths) of all costs. Co-Owners with improved lots, defined for this purpose only as those featuring functioning well and/or septic systems, would have the option to convert to the community water and/or septic systems; those Co-Owners with un-improved lots as defined herein, would be obligated to connect at the time at which the lot was developed and pay the then current connection fee(s), but would not be obligated to reimburse the Developer for a prorata share of the cost of the installation of the primary infrastructure. Upon conversion, the Co-Owners of already developed (with water well and/or septic system(s)) lots would be obligated for all costs associated with the conversion to the systems (including installation of laterals), including a sewer and water hook-up fee (benefits charges) then in effect as well as any costs associated with capping their well and/or ceasing to utilize their septic system septic system.

D. The Developer hereby reserves for the benefit of itself, its successors and assigns, that certain land described in Article X and XI hereinafter, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, the right to utilize the recreational pathways and facilities of the Project and the right to install and/or utilize additional recreational pathways and/or facilities, including the construction and use of a cross country ski path, a pool proximate to Kitz Cabin and/or other recreational facilities (which improvements may utilize common elements of this Project). The Developer is under no obligation to install these improvements (other than the cross country ski path if requested by Boyne). Although such improvements may or may not be located within this Project, the Developer reserves

the right to implement a shared use (membership) arrangement for the Co-Owners of this Project and those of any adjacent or proximate lots or projects if such improvements are constructed by the Developer or otherwise; by virtue of ownership of a lot in the Project, each Co-Owner will have the right to utilize any such installed recreational facilities and shall have the obligation to contribute to the maintenance of such facilities (with the exception of the recreational pathways which are to be maintained by Boyne), the cost of which shall be determined by a prorata allocation of those costs to all users (lots/units) of the facilities. If the Developer decides to improve these areas, the Developer would be responsible for the costs of the approval process, as well as any improvements unless otherwise agreed upon by the applicable ownership association(s).

E. The Developer hereby reserves for the benefit of itself, its successors and assigns, that certain land described in Article X and XI hereinafter, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises (whether or not now owned or hereafter acquired by the Developer), the right to pave Megeve Court, Innsbruck Lane and Sunningdale Drive (currently gravel) which service the Project (which improvements may utilize common elements of this Project). The Developer is under no obligation to install these improvements. If the Developer decides to improve these areas, the Developer would be responsible for the costs of the improvements unless otherwise agreed upon by the applicable ownership association(s).

F. All easements reserved by the Developer shall be assignable and shall be binding upon all parties, their heirs, successors and assigns.

VIII.

RESTRICTIVE COVENANTS

The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land; said restrictions, notwithstanding Article XII hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

By way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. All lots may be required to obtain individual soil erosion and stormwater control permits from the Charlevoix County Drain Commissioner (or applicable Soil Erosion Control Officer) prior to the commencement of any construction. The Association shall conduct routine maintenance of the stormwater retention areas and attendant stormwater management facilities within the Project to continually meet the specifications of the stormwater plan approved by the Charlevoix County Drain Commissioner's Office, to include, but not be limited to, semi-annual removal of accumulated sediment, quarterly removal of debris and other obstructions which alter or reduce the effective operation of the drainage facilities capacity or function, maintenance of inlets and/or outlets, quarterly mowing of side slopes or other lawful vegetation control (vegetation control measures shall be taken when growth significantly hinders the facilities capacity or function, or becomes unsightly or hinders

clear vision for the roadways). If the Association fails to conduct the required maintenance on the stormwater facilities, the Drain Commissioner's Office reserves the right to request that said maintenance be completed. The Association shall conduct routine maintenance of the stormwater retention areas and other stormwater management facilities within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Charlevoix County Drain Commissioner, and shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Association shall fail to act within these time frames, the Charlevoix County Drain Commissioner may perform the needed maintenance and assess the costs therefor against the Association; If the Association fails to pay the amount set forth in the statement the Charlevoix County Drain Commissioner may place a lien, or other encumbrance, against the lands benefited, to include an assessment to be made by the Charlevoix County Treasurer, as taxed due and owing or repayment of costs incurred by the Charlevoix County Drain Commissioner. The Drain Commissioner is hereby provided access to and around any and all retention basins for inspection and maintenance purposes to be performed as specified above. In the event that the retention basins within the Project become part of a County drain system, the rights, obligations and duties and easements herein may be assigned to the appropriate agency or County office.

Further, by way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. Permits for the installation of wells

and sewage disposal systems shall be obtained from the Charlevoix County Health Department prior to the commencement of any construction. All dwellings shall be served by a potable water supply system. All wells on individual units shall be drilled by a well driller licensed in the State of Michigan to depths required by the Health Department on a lot by lot basis. A complete well log form for each such potable water well shall be submitted to the County Health Department within sixty (60) days following completion of such well. Upon completion, each water supply shall be tested for bacteriological and nitrate analysis and satisfactory results shall be obtained prior to use of the system. A minimum isolation distance of fifty (50) feet shall be maintained between well and sewage systems on all units in this project. Further, engineered septic systems shall be required on all of the following lots, namely 8, 33, 34, 35, 36, 40, 49, 78, 79, 81, 84, 85, 86, 87, 118, 119 and 137, and the following lots must feature engineered septic systems in specific locations specified by the Health Department, namely, 16, 19, 26, 37, 48, 50, 51, 55, 138, 139, 140, 141 and 142. Notwithstanding the amendment provisions contained in Article XII below, no amendment of the Condominium Documents shall be permitted to modify the foregoing well and septic related provisions or their stated purposes without the prior approval of the Charlevoix County Health Department or its duly authorized successor(s) in interest.

Finally, by way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. Vehicular access to and from lot 35 shall be from the project general common element roadway, St. Andrews Point, to the

"front" of said lot as shown on Exhibit "B," and not from Kitzbuhel Drive. Vehicular access to and from lots 63, 77, 92 through 96 and 98 shall be from the project general common element roadway, Turnberry Trail, to the "front" of said lots as shown on Exhibit "B," and not from Kitzbuhel Drive. Vehicular access to and from lots 137 and 143 shall be from the project general common element roadway, Megeve Court, to the "front" of said lots as shown on Exhibit "B," and not from Kitzbuhel Drive.

IX.

CONVERTIBLE AREA

The Condominium Project contains convertible area. The convertible area in the Condominium Project consists of all of the units and common elements in the Condominium Project whether or not so designated as such in the Condominium Subdivision Plan attached hereto as Exhibit "B". The convertible area may be utilized to change the size and shape of unsold units (including the relocation of boundaries between adjoining units) and the general or limited common elements. No additional condominium units may be created within such convertible area. Additional common elements may be created within such convertible area and/or unsold units and common elements may be eliminated from the Project. The Developer reserves the right to change the assignment of specific limited common elements to certain lots, to create or remove general and/or limited common elements within this convertible area and to designate general and/or limited common elements therein which may subsequently be assigned as limited common elements. There may be no restrictions as to what improvements may be made on the convertible area and there is no restriction as to the

location of any improvements that may be made on any portions of the convertible area. The conversion of any convertible area, as hereinbefore described, must occur, if ever, not later than six (6) years after the date of the initial recording of this Master Deed.

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the conversion of any convertible area in the 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 or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such conversion in order to preserve a total value of one hundred (100%) percent 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 made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element or unit 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, pathways and sidewalks, if any, in the Project to any roadways, pathways and sidewalks, if any, that may be located on, or planned for the Project, and to provide access to any unit that is located

on, or located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium 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 or remaining units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the 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 (or its successors or assigns) to convert in any way the Condominium Project as established by this Master Deed.

Notwithstanding the foregoing, no change in the convertible area may be made that results in a violation of Township Zoning Ordinance requirements or zoning permit requirements or conditions.

X.

ENLARGEMENT OF CONDOMINIUM

A. Right to Expand

The Condominium Project is an expandable condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of one hundred and forty-four (144) units, may be the first phase of a multiphase project which will contain in its entirety no more than six hundred and fifteen (615) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article X. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

The South ½ of Section 17

The South ½ of Section 18 lying East of Deer Lake Road

The East ½ of Section 19 and that part of the Northwest ¼ lying East of Deer Lake Road

All of Section 20

The Northwest ¼ of Section 21 except for Mountain View Development Property

The Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Northwest ¼

except that portion thereof which has already been dedicated to Condominium ownership (herein referred to as the "Expansion Property").

B. **Restriction upon Expansion**

Expansion of the Condominium Project shall occur without restriction under the following conditions:

1. The Developer's right to elect to expand the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed.

2. All or any portion of the Expansion Property may be added, but none of it must be added.

3. There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.

4. Portions of the Expansion Property may be added to the Condominium Project at different times.

5. The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.

6. There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.

7. The maximum number of condominium units that may be created on the Expansion Property is four hundred and seventy-one (471).

8. There is no restriction upon the number of condominium units that may be placed on any portion of the Expansion Property.

9. The maximum percentage of the aggregate land area of all condominium units that may be created on the Expansion Property that may be occupied by condominium units not restricted exclusively to residential use is zero.

10. The nature, size, appearance and location of all additional units, if any, placed upon the Expansion Property will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.

11. There may be no restrictions as to what improvements may be made on the Expansion Property.

12. There are no restrictions as to the types of condominium units that may be created on the Expansion Property.

13. The Developer reserves the right in its sole discretion to create convertible and contractible area and general and/or limited common elements within any portion of the Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements and vice versa.

14. The Condominium Project shall be expanded by a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

15. By this Master Deed, the Developer also reserves the right to create easements within any portion of the original Condominium Project for the benefit of the Expansion Property, whether or not it is ever added to the Condominium Project.

16. All expansion must be carried out in accordance with the provisions of the Act.

C. **Procedure for Expansion**

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed, be increased by the addition to this Condominium Project of all or any portion of the Expansion Property and the location of condominium units thereon. 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 or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such expansion in order to preserve a total value of one hundred (100%) percent 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 made within the sole judgment of Developer. Such readjustments, however, shall reflect a

continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe the additional property being added to the Condominium Project by such amendment. Such amendment or amendments to the Master Deed shall also contain such further definitions and re-definitions of general or limited common elements as may be necessary to adequately describe and service the additional units being added to the Condominium Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element or unit 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, pathways and sidewalks, if any, in the Project to any roadways, pathways and sidewalks, if any, that may be located on, or planned for the future development, and to provide access to any unit that is located on, or located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium 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 or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested

persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the 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 boundaries established by this Master Deed, and Developer (or its successors or assigns) may, in its discretion, establish all or a portion of said Expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

XI.

CONTRACTION OF CONDOMINIUM

A. Right to Contract

The Condominium Project is a contractible condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of one hundred and forty-four (144) units, may contain in its entirety no less than zero (0) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of

the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article XI. The land, all or any portion of which may be removed from the Condominium Project, consists of all of the land of the Condominium Project whether or not so designated as such in the Condominium Subdivision Plan attached hereto as Exhibit "B" and is described in Article II (herein referred to as the "Contraction Property").

B. **Restriction upon Contraction**

Contraction of the Condominium Project shall occur without restriction under the following conditions:

1. The Developer's right to elect to contract the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed (unless such right is otherwise permitted under the Act).

2. All or any portion of the Contraction Property may be removed, but none of it must be subtracted.

3. There is no limitation as to what portion of the Contraction Property may be removed, and any portions subtracted may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any contraction.

4. Portions of the Contraction Property may be removed from the Condominium Project at different times.

5. The order in which portions of the Contraction Property may be removed is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Contraction Property that may be subtracted.

6. The maximum number of condominium units on the Contraction Property that may be removed is one hundred and forty-four (144).

7. There is no restriction upon the number of condominium units that may be removed from any portion of the Contraction Property.

8. The Condominium Project shall be contracted by a series of successive amendments to this initial Master Deed, each removing additional land from the Condominium Project as then constituted.

9. By this Master Deed, the Developer also reserves the right to create easements within any portion of the original Condominium Project for the benefit of the Contraction Property, required, in Developer's sole discretion, due to the contraction of the Condominium Project.

10. All contraction must be carried out in accordance with the provisions of the Act.

C. **Procedure for Contraction**

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed as provided above, be decreased by the

removal from this Condominium Project of all or any portion of the Contraction Property and the elimination of condominium units thereon. Such decrease 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 or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such contraction in order to preserve a total value of one hundred (100%) percent 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 made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain, pursuant to the rights reserved to the Developer in Article IX, such further definitions, re-definitions or modifications of general or limited common elements within any portion of the original Condominium Project as may be necessary, in Developer's sole discretion, to adequately describe and service the units remaining in the Condominium Project due to the contraction resulting from such amendment(s). In connection with any such amendment(s) and pursuant to the rights reserved to the Developer in Article IX, Developer shall have the right to change the nature of any common element or unit previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article,

including, but not limited to, the relocation of roadways, pathways and sidewalks, if any, in the Project to provide access to any unit that is located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium 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 remaining units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the 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 (or its successors or assigns) to reduce the Condominium Project within the boundaries established by this Master Deed.

XII.

AMENDMENT

The Condominium Documents may be amended for a proper purpose, without consent of Co-Owners, mortgagees and other interested parties, as long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-Owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-Owners i.e. two-thirds of all Co-Owners entitled to vote as of the record date for such vote. A Co-Owner's unit dimensions may not be modified without his consent. Co-Owners shall be notified of proposed amendments.

A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-Owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

A Master Deed amendment dealing with the addition or modification of units or the physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original condominium.

The foregoing notwithstanding, no amendment of the Condominium Documents shall result in a violation of township zoning ordinance requirements or zoning permit requirements or conditions. Further, all of the foregoing and any other provision of this

Master Deed or its Exhibits notwithstanding, no amendment of the Condominium Documents shall modify, amended or alter in any way any reserved rights of the Developer provided in any of the Condominium Documents without the prior express written consent of the Developer, nor shall any amendment be recorded at any time Developer owns any lot within the Project without the prior express written consent of the Developer. Finally, any provision of the Condominium Bylaws which involve Boyne shall not be amended without the prior written consent of Boyne, which consent will not be unreasonably withheld.

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IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed as of the day and year first above written.

DEVELOPER:

McKEOUGH LAND COMPANY, INC.,
an Illinois corporation duly qualified to
transact business in the State of Michigan

By: _____
Chris G. McCrumb

Its: General Manager

STATE OF MICHIGAN
County of Leelanau } *ss*

On this 27 day of June, 2005, before me, a Notary Public in and for said County and State, personally appeared Chris G. McCrumb, the General Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan, to me personally known, who, being by me duly sworn, did say that he is the General Manager of said corporation, the Developer of said Condominium Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said corporation.

_____
(typed name of notary public)
Louis P. Tocco
Notary Public, County of Leelanau
My commission expires: 01/01/08

Prepared in the Law Office of:
When Recorded, Return to:

LOUIS P. TOCCO, ESQ.
LOUIS P. TOCCO, P.L.C.
13709 S. West Bayshore Drive
Traverse City, Michigan 49684
LTOCCO@TRAVERSE.COM
(231) 995-9100
M7481-B6

CONDOMINIUM BYLAWS

THE RESERVE

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. **THE RESERVE** shall be administered by an Association of Co-Owners which shall be a non-profit corporation, hereinafter called the "Association" organized under the laws of the State of Michigan.

Section 2. The Association shall be organized to manage, maintain, and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association may provide for independent management of the Condominium Project.

Section 3. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:

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

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

(c) Except as limited in these Bylaws, each Co-Owner shall be entitled to one vote for each Condominium unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the units owned by such Co-Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be by value. Notwithstanding any other provision herein contained, voting shall be by number unless a majority of the percentages of value elects to vote on a given matter by percentage of value, in which case voting on that matter shall be by percentage of value.

(d) No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Condominium Project to the Association. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 8 of this Article I. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote each unit which it owns.

Notwithstanding anything herein to the contrary, a purchaser of a unit by means of a land contract shall be designated the owner of that unit and entitled to the vote for that unit.

(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 each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 8 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owner at least ten (10) days prior to said meeting.

(g) The presence, in person or by proxy, of three-fifths (3/5) of the Co-Owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.

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

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

Section 4. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and

repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited or reviewed at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants, nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual audited or reviewed financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents, and shall permit all Co-Owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.

Section 5. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of the members of the Association.

Section 6. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated, but only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number.

Section 7. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when 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 reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director(s) seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof.

Section 8. The First Annual Meeting of the members of the Association may be convened by the Board of Directors and may be called at any time after conveyance of legal or equitable title to a unit to a non-developer Co-Owner, but in no event later than one hundred twenty (120) days after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-Owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the condominium units that may be created has been conveyed to non-developer Co-Owners; or (b) one (1) year after the first conveyance of legal or equitable title to a condominium unit to a non-developer Co-Owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-developer members and to aid in transferring control from the Developer to non-developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-developer Co-Owners. The Advisory Committee shall meet at least quarterly with the Board of Directors. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

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 connected with the common elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-Owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-Owner, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient:

(1) to provide for the costs of operation and management of the Condominium;

(2) to provide replacements of existing common elements;

(3) to provide additions to the common elements not exceeding $1,000.00 annually; or

(4) to provide for the costs in the event of emergencies;

the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-Owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners in value and in number.

Section 4. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 3(a) above, shall be payable by Co-Owners in equal semi-annual

installments, commencing with acquisition of legal or equitable title to a unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each Co-Owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-Owner is the owner thereof.

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

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-Owner, and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at his or their last known address of a written notice that one or more installments of the semi-annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-Owner of record thereof, (2) the legal description of the Condominium unit or units to which the notice applies, (3) the amounts due the Association of Co-Owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs (including collection and late charges), fines, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on his unit(s). In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately

due and payable. The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. 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 to collect and apply the rental therefrom. The Co-Owner of a Condominium unit subject to foreclosure, and any purchaser, grantee, successor or assignee of the Co-Owner's interest in the unit, is liable for assessments chargeable to the unit that become due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

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

Section 8. The Developer shall be responsible for payment of the full Association maintenance assessment (but not any special assessments), for all units it owns and which are completed i.e. units which are serviced by completed (paved) roadways and installed utilities.

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

Section 10. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium unit may request a statement of the Association as to the outstanding amount of any unpaid assessments, interest, late charges, fines, costs and attorney fees. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and attorney fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit, shall render any unpaid assessments, interest, late charges,

fines, costs and attorney fees and the lien securing same, fully enforceable against such purchaser and the unit itself, to the extent provided by the Act. Under the Act, unpaid assessments, interest, late charges, fines, costs and attorney fees constitute a lien upon the unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV

INSURANCE

Section 1. The Association shall only carry liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project.

Section 2. 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 all premiums for insurance carried by the Association shall be an expense of administration.

Section 3. Each Co-Owner shall obtain all necessary insurance coverage at his own expense upon his unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for his unit, including any structures constructed thereon and his personal property located within his unit or elsewhere in the Condominium Project, for

his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.

Section 4. All common elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association.

Section 5. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 6. Each Co-Owner, by ownership of a unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

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

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.

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

Section 4. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of his unit. Notwithstanding anything contained herein to the contrary, the Association shall be responsible for the maintenance (not including grass cutting), repair and replacement of any stormwater retention areas/drainage easements (which may be depicted on Exhibit "B") whether general common elements or located within the boundaries of certain units (regarding their functionality as retention basins and/or drainage easements only and not as to their aesthetic or landscaping qualities which are the responsibility of each respective Co-Owner). Units 2 and 3, 4 and 5, 6 and 7, 13 and 14, 18 and 19, 20 and 21, 23 and 24, 46 and 47, and 49 and 50, each are respectively benefited by and burdened by a reciprocal driveway easement for shared ingress and egress along their common lot line as shown on Exhibit "B" attached hereto; Each of the Co-Owners, by taking title to their unit, agrees to be responsible for the reconstruction, repair and maintenance of their shared driveway with the applicable, adjacent unit owner, and to share equally all costs and expense attendant thereto. As provided in Article IV, Section E of the Master Deed, any maintenance, repair or replacement of these driveway easements (the cost of which is to be borne by the Co-Owner or Co-Owners) may be performed by or under the direction of the Association and the cost may be assessed against the responsible Co-Owner or Co-Owners.

Section 5. The Association shall be responsible for the reconstruction, repair, and maintenance of the general common elements, including, but not limited to, roadways and access easements, and any incidental damage to a unit caused by the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has a responsibility for maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace, reconstruct or repair the damaged property and if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The Act shall control upon any taking by eminent domain.

Section 7. 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 and in the case

of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

ARTICLE VI

DEVELOPMENT/CONSTRUCTION

No lot shall be used, nor shall any structure be erected or improvement made thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances and all other local, state and federal regulations which are in effect at the time of the contemplated use or the construction of any structure or improvement, or unless approval thereof is obtained by a variance from the appropriate zoning authority or other regulating authority that may have jurisdiction..

Section 1. Site Development/Architectural Review Committee.

1.1 An Architectural Review Committee shall be established by the Developer and shall at all times consist of the Developer and no less than two nor more than four persons appointed by the Developer, until such time as Developer elects not to serve, at which time the Association shall appoint three such members, all of whom must be Directors of the Association. The Architectural Review Committee shall assist lot owners in complying with the development restrictions set forth in Articles VI and VII of these Bylaws.

1.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument (including electronic formats such as e-mail) setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the Developer's consent shall be required for all Committee action until such time as the Developer elects not to serve on the Committee.

1.3 In the event that a Board of Directors is not functioning for any reason, causing the Committee to cease to exist or fail to function, the Committee shall be selected by a majority of lot owners.

1.4 The Committee shall have no affirmative obligation to be certain that all of the restrictions contained in the Condominium Documents are fully complied with and no member of the Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such Committee. Such Committee and its members shall have only an advisory

function, and the sole responsibility for compliance with all of the terms of these development restrictions shall rest with the lot owners. Each lot owner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to such lot owner's lot or Improvements to be constructed on such lot.

1.5 The Committee, if it observes deviations from or lack of compliance with the provisions of these restrictions, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

Section 2. Architectural Review Committee Approval.

2.1 No lot owner shall construct, alter, or maintain any Improvements on a lot until all of the following have been completed:

(a) The lot owner submitted to each member of the Committee, a complete set of preliminary sketches showing floor plans, exterior elevations, an outline of specifications for materials and finishes and samples of proposed exterior materials and paint colors, which plans have been prepared or reviewed by a licensed architect in all aforementioned respects, except for floor plans (said architect shall exercise particular scrutiny of homes proposed to be built on golf course lots to insure that home elevations that are visible from the golf courses are of high quality with an appropriate highly attractive appearance);

(b) The Committee has approved the preliminary sketches; and

(c) Upon approval of preliminary sketches, the lot owner has submitted to the each member of the Committee complete site plans and specifications therefor, in a form satisfactory to the Committee, showing insofar as is appropriate:

(1) The size, dimensions and style of the improvements, including, by way of illustration and not limitation, the dwelling, driveway and the attached garage;

(2) The exterior design and building materials;

(3) The exterior color scheme;

(4) A to-scale site plan showing the location of the Improvements on the lot, including, by way of illustration and not limitation, the dwelling, driveway and attached garage;

(5) The location of the driveways, parking areas (no parking areas shall be permitted other than driveways) and landscaping, required and

otherwise, (including location and construction of all fences or walls, recreational facilities, and utilities) and the types of materials to be used therefor; and

(6) The location of forested areas and vegetation proposed to be removed or altered in order to accommodate construction, complete landscaping and enhance views.

(d) Such site plans and specifications have been approved in writing by the Committee.

(e) An acknowledgment form is signed by both the lot owner and his contractor and architect wherein each acknowledges that he has read and understands the provisions of the Master Deed and these Condominium Bylaws (including these development/construction restrictions).

2.2 Approval of the preliminary sketches and detailed site plans and specifications described above may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein (including the submission of an incomplete site plan), but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the unit, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed Improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed Improvement inharmonious or out of keeping with the objectives of the Developer or the Improvements erected in the immediate vicinity of the unit. The Developer's intention is to insure that all designs reflect a natural appearance so as to contribute to the overall beauty and naturalness of the premises and, as related to the topography, so as to be a compatible, coherent part of the existing landscape, especially with respect to the enhancement and preservation of the views offered by the Project site.

2.3 Any building, structure or Improvement, including subsequent alterations or modifications, shall be erected or constructed in substantial conformity with the site plans and specifications approved by the Committee.

2.4 No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by the Committee shall be permitted or suffered on any unit unless the Owner thereof obtains the Committee's written approval for such variation. So long as any such variance is minimal, the lot owner need not go through the entire submittal process described above, but in any event the lot owner must submit sufficient information (including material samples and the like) as the Committee determines in its sole discretion is required to permit the Committee to decide whether or not to approve the

variance. The Committee's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the lot owner's control.

2.5 If at any time a lot owner shall have submitted to the Committee site plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such site plans and specifications within fourteen (14) days from the date of submission nor notified the lot owner of its objection within such 14-day period, then such site plans and specifications shall be deemed to have been approved by the Committee, provided that the site plans and specifications conform to, or are in harmony with, these restrictions, the applicable zoning ordinance and any other local, state or federal regulations and the existing structures in The Reserve, and further provided that no suit to enjoin the construction has been commenced prior to the completion of any Improvements to the unit. In the event that a lot owner shall file revised site plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original site plans and specifications, and the Committee has neither approved them nor notified the lot owner of further objections within fourteen (14) days from the date of submission, then such revised site plans and specifications shall be deemed to have been approved by the Committee. The date of submission is herein defined as the date upon which any member of the Committee has received said site plans and specifications.

Section 3. Character of Building.

3.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of lots consistent with its plan for The Reserve. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all lot owners, and for the preservation of the Developer's concept for the development of the Project, the Developer wishes to make certain that any development of a unit will maintain the natural beauty of the Project, blend man-made structures into the natural environment to the extent reasonably possible, and in general, will be consistent with its plan for The Reserve, including the following:

(a) No building shall be erected on any lot except a single, private dwelling to be occupied by not more than one (1) family, for residential purposes, and recreational uses incidental thereto, only, with at a minimum an attached two (2) or more car garage. The lot area free of all buildings shall constitute at least seventy-five percent (75%) of the total land area of the unit.

(b) Each one-story dwelling shall have a minimum of 1,400 square feet of finished living area on the first floor above grade. Each one and one-half and two-story dwellings shall have a minimum of 1,800 square feet of total finished living area above grade. For the purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements and like areas shall be excluded in determining the living area, whether or not they are attached to the main dwelling.

Further, in order to take advantage of the existing natural slopes, dwellings may feature walk-out lower levels. However, the square footage of that part of a dwelling which is part below grade and which has a walk-out/exposed lower level shall not be included as part of their minimum square footage. The total above grade square footage of any garage constructed on a lot shall not exceed fifty percent (50%) of the above grade living area square footage of the dwelling constructed on that lot. In no instance shall the total square footage of the attached garage be greater than 1,200 square feet.

(c) It is the general intent of the Developer that chimney chases are constructed such that, when differing exterior material types are utilized, an appropriate contrast is achieved. To that end, all chimney chases, including, but not limited to those for, fireplaces, furnaces, heaters or stoves, shall be made of brick, natural or man-made stone, masonry or other high quality materials as may be approved by the Committee. Clapboard chimney chases of all material types are prohibited.

(d) All dwellings shall have sidewalls of not less than eight (8) feet in height and a roof pitch of not less than 8–12.

(e) Roofing materials shall be of darker shades. Materials permitted shall only be slate, metal, cedar or 30 or more, year textured/architectural asphalt shingles, or other materials of similar high quality as approved by the Committee.

(f) Mobile homes, factory built modular structures, double-wide mobile homes and other factory built structures which have metal frames and/or titles (whether referred to as "modular" or not) shall not be permitted. Campers, basement homes, tents, shacks, garages, barns or other outbuildings shall not be used as a temporary or permanent residence. No exterior cinder block or cement block dwellings shall be permitted. Earth and berm type dwellings and dome-shaped structures shall not be permitted. Certain "kit" log homes may be permitted at the sole discretion of the Committee.

(g) All exteriors shall be natural in appearance, in attempts to blend the structure into the existing topographic and vegetative features of the site, with medium to darker colors required, and be composed of natural wood (e.g. redwood, cedar or logs), brick, masonry-type sidings or stone. The exterior siding may be of such other materials that may be approved by the Committee. Vinyl or aluminum siding shall be allowed on gutters and soffits but shall not be allowed for trim and fascia.

(h) Windows, all window frames, casings, sills and lintels will be of wood, vinyl or aluminum clad (painted).

(i) All construction materials shall satisfy all applicable building code requirements.

Section 4. Construction.

4.1 The front setback (the setback from the general common element roadway areas), rear setback and side yard setbacks shall be as indicated on the Site-Plan (Exhibit B); no structures, overhangs, improvements (except decorative fencing, driveways and such other minor structures as may be approved by the Committee) or storage will be permitted in these areas.

4.2 All Improvements shall be located so as to comply with the setback restrictions as described in Section 4.1 of this Article VI and as shown on Exhibit "B" attached hereto, and shall comply with all applicable zoning and building codes and/or ordinances as well as any other local, state or federal regulations.

4.3 The location of all Improvements shall be designed and located so as to be compatible with the natural surroundings, the golf courses and with the other lots.

4.4 Lot owners are required to connect their respective driveways to the paved, private roadways and their respective utilities lines underground to the utility leads located within the utility easement areas. Given the different widths of the general common element roadways and the general common element road right-of-way as may be depicted on Exhibit "B" attached hereto (specifically including those lots which front general common elements, such as lots 99, 100 and 101), all impacted lots are hereby granted non-exclusive easements through and over any such general common element areas required for the placement of driveways and utility lines

4.5 All stumps, trees and brush, cut or cleared during construction on any unit must be removed in a timely manner from The Reserve premises, except timber cut and saved for firewood, in reasonable amounts. Prior to burning said cleared vegetation, a permit should be obtained from the local fire department.

4.6 No lot owner shall interfere with the natural surface drainage from other lots.

4.7 The exterior of any Improvement shall not remain incomplete for a period of longer than nine (9) months from the date upon which the construction of the Improvement was commenced unless the approval of the Committee has been obtained for the continuation of such incomplete status prior to the expiration of said period; all construction shall be pursued diligently to completion

4.8 All land cuts caused by driveway installation or home construction must be stabilized with appropriate erosion control materials and in accordance with applicable permits.

4.9 Each lot owner shall be responsible for any damage to a common area or another unit, or Improvements thereon, which occurs as a result of construction on the

lot owner's unit and all such damage shall be repaired within thirty (30) days of occurrence by the responsible lot owner. In connection therewith, no heavy equipment is permitted on the roadways until Charlevoix County "Frost Laws" are lifted each spring.

4.10 Any debris resulting from the construction or improvement or alteration of a unit shall be removed with all reasonable dispatch from the lot in order to prevent an unsightly or unsafe condition.

Section 5. Landscaping/Grade.

5.1 All landscaping plans shall be prepared by a licensed landscape architect.

5.2 Natural groundcover, wood chips or other natural plantings that are indigenous to the area are encouraged.

5.3 Tree removal shall be limited as follows:

(a) Within 100 feet of the edge of the golf course, removal of trees shall be limited to those which are three (3) inches or less in diameter at a height of five (5) feet, except for trees that are dead, diseased or potentially dangerous. Trees located in this area that are greater than three (3) inches in diameter at a height of five (5) feet may be moderately pruned and/or trimmed but shall not be removed (unless dead, diseased or potentially dangerous) unless prior written permission is granted by the Developer and Boyne USA, Inc. Tree removal necessary for construction of lot improvements is exempt from this restriction.

(b) Tree removal on lots shall be limited to the removal of not more than fifty (50) percent of trees which are six (6) inches or more in diameter at a height of five (5) feet above grade, except for dead, diseased, or potentially dangerous trees. Tree removal necessary for construction of lot improvements is exempt from this calculation.

5.4 The grade of the respective lots shall be maintained in harmony with the topography of the Project and with respect to adjoining lots.

5.5 In the interest of preserving the existing condition of natural slopes, the lot owner shall maintain groundcover to prevent water and wind erosion to their unit.

5.6 All foundation landscaping (including driveway installation) must be completed according to the submitted and approved site plan as required in Article VI, Section 2 herein within six (6) months of completion of the dwelling and all disturbed areas must be seeded or sodded or stabilized with natural ground cover within six (6) months of completion of the dwelling and be properly maintained thereafter.

5.7 In particular areas of lots where a potential for view obstruction of Deer Lake or the golf courses from another lot or lots exists, landscaping elements shall be limited to those whose height will not exceed forty eight (48) inches, unless otherwise approved by the Committee. In no instance shall landscaping elements substantially obstruct the view of Deer Lake or the golf courses from another lot.

Section 6. Shared Driveways.

In order to achieve both efficiencies in construction and enhanced aesthetics within the Project, the Developer has provided, in certain instances, shared driveway easements, as provided on Exhibit B to the Master Deed, for the placement of shared driveways servicing adjoining lots.

6.1 Several lots have been provided with a shared driveway easement. The owners of these lots are specifically subject to the restrictions contained in this Section 6 and the maintenance provisions provided in Article V, Section 4 above, as well as those restrictions governing driveway construction contained elsewhere in these development restrictions.

6.2 Each lot owner specified with a shared driveway easement shall connect their individual driveway to the existing shared driveway.

6.3 Lot owners sharing driveways shall be jointly and equally responsible for the shared maintenance and repair of their shared driveways, except in the case of negligent use or other inappropriate use causing damage to the driveway, whereupon the negligent and/or responsible lot owner shall be solely responsible for the cost to repair such damage.

6.4 The lot owners who share such shared driveways consent that in the event of non-payment of any maintenance or repair expenses by either of them or in the event of a dispute regarding same, the Association may resolve the matter and treat any such amounts due as an additional assessment as provided herein and collect said amounts or enforce collection of said amounts as provided herein and disburse such amount as it deems appropriate.

Section 7. Miscellaneous.

7.1 Decorative, split rail fencing of the standard two-rail variety shall be permitted. Metal and chain link fencing is specifically prohibited. Safety fencing surrounding in-ground swimming pools must be of wood (other than stockade and other such opaque types), wrought iron, stone or other natural material construction, but in no case may be taller than the minimum required by code. Decorative landscape fencing shall be permitted but shall not exceed twenty-four (24) inches in height. Fencing along the golf course shall not be permitted except for invisible or landscape fencing as

limited herein. All other types of fencing except for invisible fencing for pets shall be prohibited anywhere on the Condominium premises.

7.2 Screening, including but not limited to, vegetative screening, including hedges, or walls constructed of natural type materials (must be aesthetically related to the primary structure), shall be of no greater height than four (4) feet, shall not be placed rearward of a point on any lot that is forty (40) feet rearward the dwelling and shall in no instance obstruct other lot owner's views of Deer Lake or the golf courses.

7.3 No external air conditioning unit shall be placed in or attached to a window or wall of any structure. No compressor or other component of an air conditioning system, heat pump or similar system shall be visible from any roadway or from the golf course. To the extent reasonably possible, external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining lots in terms of noise or view. Air conditioning units shall be located in such areas so as to be as inconspicuous as possible and shall be screened from direct view with shrubbery or other vegetative materials.

7.4 Carports are specifically prohibited.

7.5 No exposed concrete or concrete blocks shall be permitted on any exterior except for foundation walls, which may be exposed to a maximum height of 18" above the finished ground level (grade). Any concrete or concrete block wall, which exceeds eighteen (18) inches in height above finished grade, must be covered with an approved exterior finish material.

7.6 All utilities, including, but not limited to, telephone, electric, cable television and gas, shall be underground from the private roads to all structures. Overhead utility service is not permitted anywhere on the Project for other than temporary uses.

7.7 Only satellite dishes of thirty-six (36) inches or less in diameter are allowed, and must be attached to the principal dwelling in a location that is as inconspicuous as reasonably possible. In the event that a satellite dish is unable to function properly when attached to the principal dwelling, then the location of the satellite dish must be specifically approved by the Committee.

7.8 No lot owner may be permitted to construct and/or use and operate their own external radio and/or television antenna without the approval of the Committee.

7.9 Propane gas tanks for structure heating purposes are specifically prohibited.

7.10 All driveways, aprons and parking areas must be stabilized with appropriate materials. For the purposes of emergency vehicle access, the areas

cleared for driveway purposes must be at least sixteen (16) feet wide, with a driveway travel-surface of at least twelve (12) feet in width and have a clearance (height) of at least sixteen (16) feet. All driveways shall be constructed as a paved (asphalt or concrete), brick or fixed-stone surface.

7.11 Above-ground swimming pools shall not be permitted, unless said pool is engineered and constructed in such a fashion as to blend into the plan for the development of the lot and in such a manner so as to be aesthetically and architecturally pleasing and using a masonry or stone retaining wall on the exposed vertical portion of the pool. Any such construction of an above-ground pool contemplated shall first have the approval of the Committee before construction commences. In-ground swimming pools are permitted.

7.12 Each lot owner shall be solely responsible to insure limited access to any pool, hot tub or whirlpool and shall be solely responsible for constructing or installing all necessary (or required) safety measures. Pools, hot tubs and whirlpools must be constructed so that they drain in a manner approved by the Committee.

7.13 Outdoor clotheslines are specifically prohibited.

7.14 No lawn ornaments, sculptures or statues, other than the typical and temporary types used for Holiday decorating, shall be placed or permitted to remain on any unit without the prior written approval of the Committee.

7.15 The size, color, style, location and other attributes of the mailbox and/or newspaper receptacle for any residence shall be as specified by the Committee.

Section 8. Requirements, Restrictions and Regulations Relative to Construction Activities.

8.1 The owner and general contractor shall maintain a dumpster(s) on the lot during the course of construction and shall deposit all trash, garbage, scraps and other disposable items into the dumpster. They shall maintain the lot in a sightly and clean condition during the course of construction. The location of the dumpster shall be approved by the Developer and/or the Committee. It is the intent to approve only locations that render the dumpster as unobtrusive as reasonably possible.

8.2 Upon completion of construction, the dumpster and all trash, garbage, scraps and other debris arising during construction activities shall be promptly removed.

8.3 To the extent reasonably possible, dirt, mud and other debris shall be kept off of any roadway in the Project during and after the course of construction. Regular sweeping and/or cleaning of the roads at intervals specified by the Developer and/or the Committee may be required of any lot owner during the construction period. Upon

completion of construction, roads shall be required to be swept and/or cleaned one final time.

8.4 The Developer and/or the Committee shall have the authority to determine whether or not an owner or the owner's general contractor or builder is in compliance with the foregoing requirements and obligations found in this Section 8. In the event that the owner, general contractor or builder fails to observe or perform any obligation under this Section, the Developer and/or the Committee shall have the right (but not the obligation) to enter upon the unit and correct or rectify such failure, including by installing or relocating a dumpster, disposing of debris and sweeping or otherwise cleaning a road. The Developer and/or Committee shall be entitled to be reimbursed by the lot owner and the general contractor or builder for all costs incurred by the failure, which reimbursement shall be made within five (5) days following receipt of bill.

The Developer shall have the right to waive or vary any of the restrictions contained in this Article VI, except where prohibited or limited herein or where such waiver or variance would result in non-compliance with any federal, State or local regulation, in such cases as the Developer, in its sole judgment, shall deem to be in the best interest of those owning property in The Reserve.

ARTICLE VII

DEVELOPMENT RESTRICTIONS

Section 1. No unit in The Reserve shall be used for other than single-family residential purposes, and recreational uses incidental thereto, and the common elements shall be used only for purposes consistent with the use of single-family residences. Not more than one single-family dwelling with an attached garage shall be permitted on each unit.

Section 2. Home occupations are permitted as long as they are operated entirely within the dwelling, employ no other persons other than the occupants of the dwelling, generate no commercial traffic, generate no additional parking requirements and comply with all zoning regulations. No signage relating to home businesses shall be permitted.

Section 3. Leasing and Rental.

(a) A Co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VII, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified below and the Co-Owner has obtained the written approval of the Board of Directors of the Association prior to renting. The terms of all leases, occupancy agreements and

occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. No Co-Owner shall lease his unit for a term less than seven (7) days nor shall any Co-owner lease or rent less than an entire unit in the condominium. The provisions of this Section shall also apply to a Co-Owner who places his unit on rental management; in which case, the rental management agreement shall be approved as if a lease in accordance with this Article. It shall be each Co-owner's responsibility to insure that each tenant or occupant of his unit abides by all provisions of the Condominium Documents.

(b) A Co-Owner, including the Developer, desiring to rent or lease a Condominium lot, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium lot to a potential lessee and at the same time shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents; if no lease form is to be used, then the Co-Owner or Developer shall supply the Association with the name and address of the potential lessee along with the rental amount and due dates under the proposed agreement.

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

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

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

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

(3) If after 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 both eviction against the tenant or non-Co-Owner occupant and, simultaneously, for money damages 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 proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the general common elements caused by the Co-Owner or tenant in connection with the Condominium lot or the Condominium Project.

(e) When a Co-Owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-Owner's Condominium lot under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-Owner to the Association, then the Association may do the following:

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) Initiate proceedings pursuant to subsection 13(d)(3) above.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or may become an annoyance or a nuisance to the Co-Owners of the Project, 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 Project without the written approval of the Association and the responsible Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers, which shall be kept out of view of the roadways. Garbage containers shall not be left at the road for more than 24 hours in any one week.

Section 6. The general common elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-Owner either on his unit or upon the common elements, which spoils the appearance of The Reserve.

Section 7. No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises. Hunting is prohibited on the Project.

Section 8. No travel trailers, motor homes, commercial vehicles (except light commercial vehicles used in the Co-Owner's employ), boat trailers, boats, camping vehicles, all-terrain vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Project for extended periods of time (defined as more than fourteen (14) days in any

twelve (12) month period), except within a garage. Lot owners shall park their personal automobiles on their driveways or in their garages only.

Section 9. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, with the exception of garage/yard sale signs on the actual days of any such sales (as permitted in Section 16 below). The Developer is not bound by this Section 9 and may, at its own discretion, place signs and other advertising items on any common elements, and on any units which they own. Real estate "For Sale" signs are specifically permitted on lots upon which a principal dwelling has been constructed. "For Sale" and garage/yard sale signs shall be limited in size to three square feet.

Section 10. No animals of any kind shall be raised, kept or permitted upon the Project premises other than usual household pets. Such animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other unit owners. Lot owners are responsible for cleaning up after their pets. In no event shall any savage or dangerous animal be kept. Pets shall not be allowed to run free except within units utilizing "invisible" fencing. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 8, 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 seventy-five (75%) percent of all Co-Owners in number except that the Co-Owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each unit (but not the dwelling constructed thereon) and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit.

Section 13. Each Co-Owner shall maintain his unit for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

Section 14. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time, or of any builder (with the express written consent of the Developer). For the purposes of this section, the development and sales period shall be deemed to continue so long as Developer owns any unit, which he offers for sale or re-sale. Until all lots in the entire Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, storage areas, reasonable parking incident to (which may include the use of a portion Kitz Cabin for such purposes) the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 15. The speed limit on all private roadways for all vehicles except emergency vehicles shall be twenty (20) miles per hour unless posted otherwise.

Section 16. No lot owner shall be permitted to conduct more than one (1) garage/yard sale per calendar year; any such sale must not be conducted for greater than two (2) consecutive days and may only be held on those "garage/yard sale days" specified in advance by the Association.

Section 17. All garbage and refuse shall be promptly disposed of so that it will not be objectionable. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed with vegetative screening.

Section 18. Woodpiles shall be neatly stacked and properly screened. Outdoor, wood burning furnaces for structure heating purposes are specifically prohibited.

Section 19. Lot owners are strongly encouraged to limit the use of tarps on their lot. Tarps, when in use, shall not be of such a size or color so as to compromise the aesthetics of the Project.

Section 20. No bug lights, so-called "bug zappers" or other similar bug elimination devices shall be erected or maintained on any unit, except for the Mosquito Magnet or other similar devices as approved by the Committee.

Section 21. No ramp, incline or like structure for the facilitation of skate-boarding, roller skating, roller blading or like activities shall be erected or maintained on any lot or common element. The Developer or the Committee shall have the authority to determine conclusively whether a structure falls within the prohibition set forth in this paragraph.

Section 22. No outdoor property night light(s) of any kind shall be permitted to cast its direct rays beyond any of the boundary unit lines of the unit in which it is installed or maintained and shall be located below tree level. Properly shielded timed or automatic lighting devices will be permitted.

Section 23. It is the Developer's intent to preserve the wildlife and natural habitats of the area, to the greatest extent possible. Each lot owner shall minimize the environmental impact and minimize the risk of environmental contamination or hazards to any common element or to his unit.

(a) No person shall use any common element or their unit as a dump or landfill or as a facility for waste treatment, storage or disposal.

(b) No person shall cause or permit the release or disposal of any petroleum products or hazardous substances on any common element or their unit.

(c) No person will conduct any operations or activity on the Project in violation of any federal, state or local environmental law.

(d) Each lot owner shall not permit any condition to exist on the Project in violation of any federal, State or local environmental law.

(e) Each lot owner shall immediately notify all appropriate governmental agencies of any release or threatened release of hazardous substances or petroleum products within any common element of the Project or his unit.

(f) Each lot owner shall immediately notify the Developer and the Association of any communication from any governmental agency regarding any release or threatened release of hazardous substances or petroleum products on or relating to any common element or his unit and upon request of the Developer or the Association, each lot owner shall provide the Developer with copies of all documents relating to such communications.

(g) No quarrying or mining operations of any kind nor any oil and gas drilling, oil and gas development or operating oil and gas refining, except as permitted in Section 29 below, shall be permitted upon or in any unit or any of the common elements; oil and gas wells, tanks, mineral excavations or shafts shall not be permitted upon or in any unit or any of the common elements. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any unit or any of the common elements.

Section 24. Use of the dedicated open space (exclusive of paved trails) is strictly limited to recreational and conservation purposes as defined herein only. The dedicated open space is intended for pedestrian and recreational use (including but not limited to hiking, biking and cross-country skiing) by the Co-Owners and their guests only and for preservation of such areas in a natural state. The Association is permitted to utilize vehicles on such areas in furtherance of any maintenance activities.

Section 25. Use of the paved recreational pathway winding throughout The Reserve and Boyne Mountain Resort is strictly limited to recreational purposes as defined herein only. Non-motorized activities such as hiking, biking, jogging, cross country skiing and roller blading are permitted. Golf carts, mopeds, motorized scooters or similar vehicles are not permitted on the trails unless otherwise approved in writing by the Developer; Golf carts (with at least four wheels and in good condition) and other similar types of vehicles are allowed to be driven on the private roadways within the Project, including The Reserve Drive, (with street-worthy type vehicles such as "gem cars" preferred). Boyne does not permit the use of golf carts, mopeds, motorized scooters or similar vehicles on their roadways (except for street worthy vehicles, such as a "gem car") or the trail system within the Boyne Mountain Resort unless otherwise approved in writing by Boyne. Other motorized vehicles may be permitted from time to time by Boyne Mountain Resort. Otherwise, no motorized vehicles of any type will be allowed on the trails at any time.

Section 26. Co-Owners are not permitted to drive golf carts from a lot or any other location within the Project onto the golf course.

Section 27. The Association shall maintain the dedicated open space areas in as natural a state as possible and shall regularly perform necessary periodic maintenance such as but not limited to grass mowing, trimming of existing vegetation, as needed and removal of debris so as to maintain an attractive, natural appearance.

Section 28. Snowmobiles (four-cycle engines or other similarly quiet engines only) shall be allowed on the general common element roadways on the shoulder areas where practicable, for purposes of entering and exiting the Project and accessing the skier parking area only. It is not the intention of this Section 28 to allow snowmobiles on the Project for recreational purposes, but rather for transportation purposes only. Snowmobiles are not permitted anywhere on the recreational pathways, golf courses or ski hills. Renters shall not be permitted to use snowmobiles.

Section 29. Exploration and removal of minerals is permitted if no surface activity or reduction of vertical support of the surface will occur.

Section 30. Lot owners are prohibited from granting easements, licenses or the like across their lots for lake access or access to the golf course or to develop any other lands that are not part of the Condominium premises.

Section 31. As shown on Exhibit "B" attached hereto, there is a golf course easement along the first forty (40) feet of all lots adjacent to the golf courses. Golfers may retrieve golf balls in this easement area. Lot owners may not put up "out-of-bounds" stakes without the prior approval from Boyne USA, Inc.

Section 32. Kitz Cabin

(a) Kitz Cabin is to be used by lot owners and their guests and tenants only (subject to those reserved rights explained in Article IV, Section B.1 of the Master Deed and those of the Developer)

(b) The Association is responsible for all expenses related to its operation, maintenance and improvement (until such time as non-Project property owners, and their guests and invitees, are entitled to use this facility, if ever).

(c) Lockers are to be leased on a first come first served basis. Annual fees for said lease shall be determined by the Association and shall be billed annually.

(d) The Association shall establish rules and regulations from time to time that will govern the use and rental of lockers located within the Cabin.

(e) The Association shall establish rules and regulations from time to time that will govern the use of the Cabin.

The Developer shall have the right to waive or vary any of the restrictions contained in this Article VII, except where prohibited or limited herein or where such waiver or variance would result in non-compliance with any federal, State or

local regulation, in such cases as the Developer, in its sole judgment, shall deem to be in the best interest of those owning property in The Reserve

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 Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-Owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such unit that is not cured within sixty (60) days.

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

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

ARTICLE IX

AMENDMENTS

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

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

Section 3. Except as expressly limited in Section 5 of this Article IX, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3) of all Co-Owners in number, i.e. two-thirds of all Co-Owners entitled to vote as of the record date for such vote.

Section 4. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the First Board of Directors upon proposal of amendments by the Developer without approval from any person to make such amendments as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association. The foregoing contained in Section 3 and Section 4 to the contrary notwithstanding, any provision of these Condominium Bylaws which involve Boyne shall not be amended without the prior written consent of Boyne, which consent will not be unreasonably withheld.

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

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

ARTICLE X

COMPLIANCE

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

ARTICLE XI

DEFINITIONS

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

ARTICLE XII

REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

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

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

(d) The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have been first duly adopted by the Board of Directors of the Association, and notice thereof given to all Co-Owners in the same manner as prescribed in Article II, Section 4, of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in Article II, Section 4 of the Association Bylaws, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines shall be levied for the first violation. No fine shall exceed $250.00 for the second violation, $500.00 for the third violation or $1000.00 for any subsequent violation.

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

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

ARTICLE XIII

SEVERABILITY

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

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CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED CHARLEVOIX COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 152. THIS NUMBER MUST BE SHOWN ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE.

CHARLEVOIX COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 152
EXHIBIT "B" TO THE MASTER DEED OF:
THE RESERVE
BOYNE VALLEY TOWNSHIP, CHRLEVOIX COUNTY, MICHIGAN

PROPERTY DESCRIPTION:

A parcel of land in part of the NW ¼ of Section 21 and part of Section 20, T32N–R5W, Boyne Valley Township, Charlevoix County, Michigan, described as: Commencing at the Southeast corner of said Section 20; thence N 01°03'12" W, 811.25 feet along the East line of said Section 20 to the POINT OF BEGINNING; thence S 88°58'59" W, 741.12 feet; thence N 38°50'33"W, 716.52 feet; thence S 89°38'22" W, 145.25 feet to the South 1/8 line of the SE ¼ of said Section 20; thence along said 1/8 line S 89°08'20" W, 1317.59 feet to the North–South ¼ line of said Section 20; thence along said North–South ¼ line S 01°23'48" E, 884.45 feet; thence S 89°08'20" W, 856.60 feet; thence S 01°20'33" E, 171.81 feet; thence N 82°04'53" W, 87.46 feet; thence 264.33 feet along a Curve to the left, said curve having a radius of 280.00 feet, a Delta Angle of 54°05'21" and a Chord of 254.62 feet bearing N 89°07'33" W; thence S 63°49'46" W, 105.04 feet; thence N 26°10'14" W, 126.42 feet; thence 158.19 feet along a curve to the right, said curve having a radius of 220.00 feet, a delta angle of 40°40'38", a long chord of 152.93 feet bearing N 05°49'55" W; thence N 14°30'24" E, 197.06 feet; thence 113.06 feet along a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 13°29'59", a chord of 112.83 feet bearing N 07°45'25" E; thence N 01°00'25" E, 42.51 feet; thence N 87°26'59" W, 361.89 feet; thence N 39°11'37" W, 99.38 feet; thence N 48°55'58" W, 257.57 feet; thence NORTH, 91.07 feet; thence N 87°25'21" W, 53.86 feet; thence 48.71 feet along a curve to the right, said curve having a radius of 177.79 feet, a delta angle of 15°41'54", a chord of 48.56 feet, bearing N 59°34'24" W; thence S 45°00'44" W, 87.68 feet; thence N 84°09'39" W, 210.87 feet; thence N 29°14'38" E, 233.06 feet; thence N 83°36'09" E, 108.29 feet; thence N 85°38'52" E, 125.85 feet; thence N 38°53'33" E, 488.02 feet; thence N 45°43'19" E, 304.26 feet; thence N 61°49'08" E, 200.89 feet; thence N 88°48'03" E, 229.66 feet; thence S 12°31'55" W, 888.85 feet; thence N 59°56'19" W, 302.02 feet; thence 132.48 feet along a non–tangent curve to the right, said curve having a radius of 295.00 feet, a delta angle of 25°43'47", a chord of 131.36 feet bearing S 35°33'21" W; thence S 48°25'15" W, 79.09 feet; thence 293.11 feet along a curve to the left, said curve having a radius of 130.00 feet, a delta angle of 129°11'10", a chord of 234.85 feet bearing S 18°10'20" E; thence 254.37 feet along a curve to the right, said curve having a radius of 270.00 feet, a delta angle of 53°58'44", a chord of 245.07 feet bearing S 54°04'51" E; thence S 88°01'05" E, 157.19 feet; thence S 10°51'48" E, 133.00 feet; thence S 18°44'04" E, 137.13 feet; thence S 25°33'21" E, 133.84 feet; thence, S 42°18'24" W, 105.94 feet; thence N 70°13'06" W, 205.53 feet; thence 81.8 feet along a curve to the right, said curve having a radius of 520.00 feet, a delta angle of 8°47'18", a chord of 81.57 feet bearing S 11°06'46" W; thence S 14°30'24" W, 197.06 feet; thence 127.79 feet along a curve to the left, said curve having a radius of 180.00 feet, a delta angle of 40°40'38", a chord of 125.12 feet bearing S 05°49'55" E; thence S 26°10'14" E, 88.42 feet; thence N 63°49'46" E, 85.04 feet; thence 105.97 feet along a curve to the right, said curve having a radius of 320.00 feet, a delta angle of 18°58'29", a chord of 105.49 feet bearing N 73°19'00" E; thence N 28°10'38" E, 151.62 feet; thence S 78°36'36" E, 195.62 feet; thence S 01°48'48" E, 13.98 feet; thence N 89°08'20" E, 270.59 feet; thence N 23°52'15" W, 150.15 feet; thence N 06°54'43" W, 232.34 feet; thence N 25°33'49" W, 402.28 feet; thence N 04°52'37" E, 944.61 feet; thence N 19°24'10" W, 195.42 feet; thence N 09°07'36" E, 177.62 feet; thence N 43°02'23" E, 166.05 feet; thence N 80°03'05"E, 148.36 feet; thence N 71°59'37" E, 71.53 feet; thence S 80°02'01" E, 89.07 feet; thence S 17°43'45" E, 280.34 feet; thence S 10°33'29" E, 228.27 feet; thence S 08°28'02" W, 297.45

DEVELOPER:

McKEOUGH LAND COMPANY, INC
104 S UNION STREET
SUITE 212
TRAVERSE CITY, MI 49684

PLAN INDEX

DESC. (cont.)

feet; thence S 19°56'03" E, 253.77 feet; thence S 47°38'18" E, 202.55 feet; thence S 88°08'08" E, 85.84 feet; thence N 88°43'58" E, 106.23 feet; thence N 38°55'25" E, 104.20 feet; thence N 06°34'30" E, 385.77 feet; thence N 58°07'26" E, 151.67 feet; thence N 20°58'17" E, 143.61 feet; thence N 87°36'26" E, 177.59 feet; thence N 25°07'05" E, 411.71 feet; thence N 23°07'00" E, 821.13 feet; thence N 58°20'31" E, 72.36 feet; thence S 81°52'56" E, 590.57 feet; thence N 86°04'34" E, 128.16 feet; thence N 81°35'10" E, 123.30 feet; thence S 82°06'55" E, 163.83 feet; thence S 87°44'07" E, 266.90 feet; thence N 10°05'09" W, 68.07 feet; thence N 23°41'51" W, 240.72 feet; thence N 66°18'09" E, 286.06 feet; thence S 23°41'51" E, 288.00 feet; thence S 66°18'09" W, 248.03 feet; thence S 03°07'22" E, 25.88 feet; thence S 87°44'07" E, 199.45 feet; thence S 36°30'25" E, 38.85 feet; thence S 23°13'07" E, 173.50 feet; thence 49.68 feet along a curve to the right, said curve having a radius of 115.00 feet, a delta angle of 24°45'07", a chord of 49.29 feet bearing S 25°48'30" W; thence S 11°13'53" E, 152.72 feet; thence S 78°54'00" W, 354.26 feet; thence S 11°49'28" E, 205.99 feet; thence S 01°03'12" E, 1842.11 feet to the Point of Beginning. Containing 180.49 acres.

Together with (access easement #1) a 66 foot wide easement as recorded in Liber 681, Page 157, as amended and recorded in Liber 688, Page 824.

Together with (access easements #2 & #3) 66 foot wide easements as recorded in Liber 681, Page 173.

Andersen & Crain, Inc
Surveying, Engineering, Consulting, & Design
1874 Cass-Hartman Court, Suite B
Traverse City, MI 49684
Phone: (231) 947-7255 Fax: (231) 947-7275

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 30074
ANDERSEN & CRAIN, INC.
1874 CASS HARTMAN COURT
SUITE B
TRAVERSE CITY, MICHIGAN 49684

PROPOSED DATED: 8-23-05
JOB NUMBER: 143905
SHEET: 1

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CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
C1	280.00'	284.33'	N58°07'33"W	254.82'	54°05'21"
C2	220.00'	156.18'	N07°46'55"W	152.83'	40°40'38"
C3	480.00'	113.08'	N07°45'25"E	112.83'	13°29'59"
C5	177.78'	46.71'	N39°34'24"W	46.56'	15°41'54"
C6	285.00'	132.47'	S39°33'21"W	131.36'	25°43'47"
C7	130.00'	283.11'	S18°10'20"E	234.85'	128°11'10"
C8	270.00'	254.37'	S54°04'51"E	245.07'	53°58'44"
C10	520.00'	81.80'	S11°06'46"W	81.57'	08°47'15"
C11	180.00'	127.78'	S05°46'55"E	125.12'	40°40'38"
C12	330.00'	105.97'	N73°15'00"E	105.48'	18°58'29"
C13	115.00'	46.88'	S25°46'30"W	46.28'	24°45'07"

LINE DATA

LINE	BEARING	DISTANCE
L1	S88°01'05"E	157.19'
L2	S10°51'48"E	133.00'
L3	S18°44'04"E	137.13'
L4	S28°33'21"E	133.84'
L5	S42°18'24"W	105.94'
L8	N70°13'06"W	208.53'
L7	N01°00'25"E	42.51'
L9	S28°10'14"E	98.42'
L10	N63°48'48"E	85.04'
L11	S01°48'48"E	13.96'
L12	N19°24'10"W	193.42'
L13	N00°07'36"E	177.82'
L14	N43°02'23"E	186.05'
L15	N80°03'05"E	148.36'
L16	N71°59'37"E	71.53'
L17	S80°02'01"E	39.07'
L18	S47°38'18"E	202.55'
L19	S86°08'06"E	85.84'
L20	N06°43'58"E	106.23'
L21	N38°55'25"E	104.20'

BEARING BASIS IS N 01°05'12" W ALONG THE E LINE OF SECTION 20.

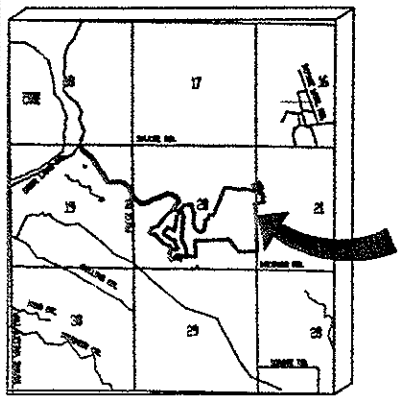
BENCHMARK #1 (BM)= IS THE TOP OF A P.K. NAIL IN ASPHALT BY NW COR OF RESTROOM BLDG. ELEVATION = 846.92 (USGS DATUM)
N: 4727.58
E: 9128.22

BENCHMARK #2 (BM)= TOP OF PLAQUE IN ROCK ABOVE THE WORD "HOLE". ELEVATION = 883.58 (USGS DATUM)
N: 8178.99
E: 8508.04

LEGEND
- ● = MAJOR BOUNDARY MONUMENT 4" X 36" CONC. MON. & CAP #30074
- ○ = UNIT BOUNDARY MONUMENT 1/2" X 24" REROD & CAP #30074
- ⊕ = BOUNDARY CONTROLLING MONUMENT FOUND
- (R) = RECORDED
- (M) = MEASURED
- P.O.B. = POINT OF BEGINNING
- △ = BENCHMARK

SCALE: 1" = 200'

160.49 ACRES



LOCATION MAP
NO SCALE

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 30074
ANDERSEN & CRAIN, INC.
1874 CASS HARTMAN COURT
SUITE B
TRAVERSE CITY, MICHIGAN 49684

June 22, 2005
DATE

I, CHRISTY L. ANDERSEN, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS CHARLEVOIX COUNTY CONDOMINIUM SUBDIVISION PLAN NO. AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Andersen & Crain, Inc
Surveying, Engineering, Consulting, & Design
1874 Cass-Hartman Court, Suite B
Traverse City, MI 49684
Phone: (231) 947-7255 Fax: (231) 947-7275

THE RESERVE
SECS. 20 & 21, BOYNE VALLEY TWP., CHARLEVOIX CO.
SURVEY PLAN

PROPOSED DATED: 6-23-05
JOB NUMBER: 143905
SHEET: 2

LIBER 689 PAGE 109

SECTION 17:
THE SOUTH 1/2

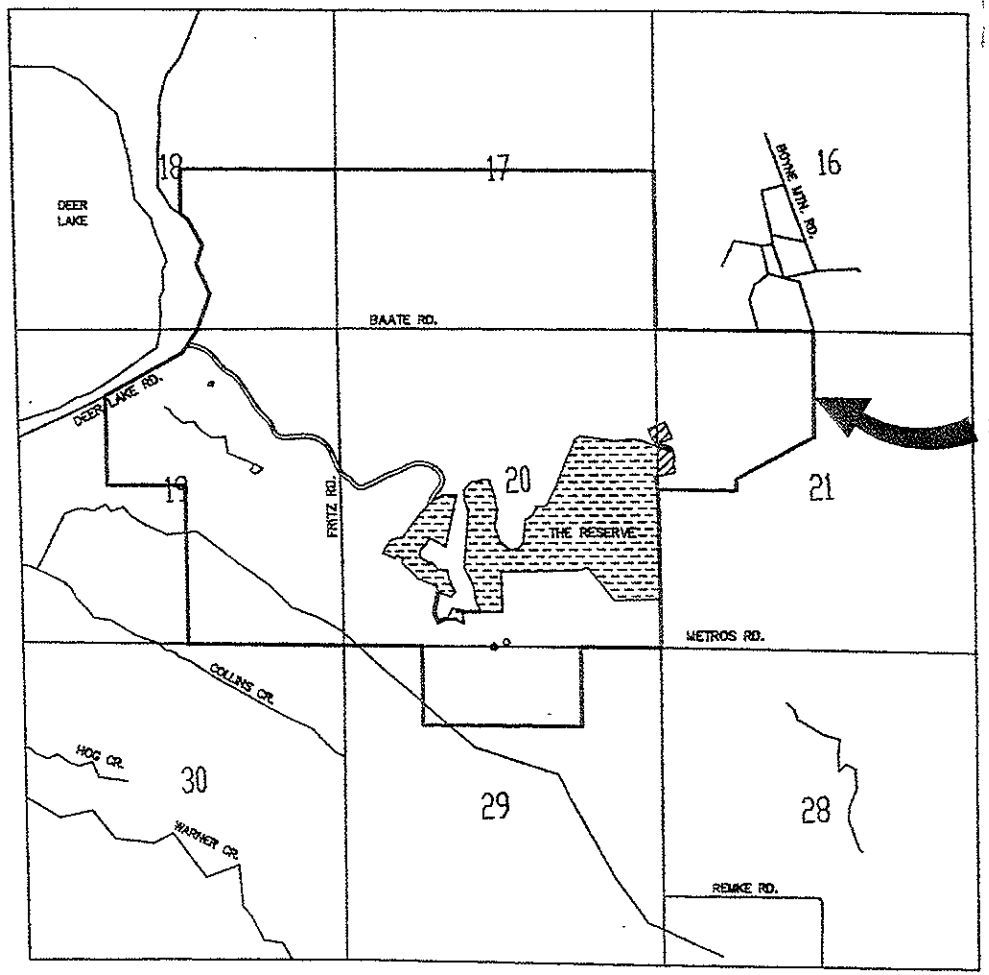
SECTION 18:
THE SOUTH 1/2 OF SECTION 18 LYING EAST OF DEER LAKE ROAD

SECTION 19:
THE EAST 1/2 OF SECTION 19 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF DEER LAKE ROAD

SECTION 20:
ALL OF SECTION 20

SECTION 21:
THE NORTHWEST 1/4 EXCEPT FOR MOUNTAIN VIEW DEVELOPMENT PROPERTY

SECTION 29:
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4



SCALE: 4" = 1 MILE

FUTURE DEVELOPMENT OUTLINE

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 33074
ANDERSEN & CRAIN, INC.
1874 CASS HARTMAN COURT
SUITE B
TRAVERSE CITY, MICHIGAN 49684

JUNE 27, 2005
DATE

Andersen & Crain, Inc
Surveying, Engineering, Consulting, & Design
1874 Cass-Hartman Court, Suite B
Traverse City, MI 49684
Phone: (231) 947-7255 Fax: (231) 947-7275

THE RESERVE
SEC'S. 20 & 21, BOYNE VALLEY TWP., CHARLEVOIX CO.
FUTURE DEVELOPMENT AREA

PROPOSED DATE: 6-23-05
JOB NUMBER: 143905
SHEET: 3

LIBER 689 PAGE 110

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
1	840.88'	117.24'	N12°48'14"E	117.07'	10°29'03"
2	800.88'	177.91'	S18°03'48"W	177.28'	18°58'12"
3	800.88'	106.78'	S28°38'24"W	106.62'	10°11'00"
4	342.45'	27.28'	N32°27'04"E	27.25'	04°33'40"
5	342.45'	128.22'	N18°21'38"E	128.45'	21°37'10"
6	342.45'	48.34'	N04°29'24"E	48.30'	08°15'20"
7	258.00'	97.23'	S11°13'08"W	96.64'	21°30'48"
8	255.00'	118.95'	S35°16'54"W	115.93'	26°18'41"
9	170.00'	28.86'	N43°35'27"E	28.83'	08°36'35"
10	170.00'	136.53'	N15°48'12"E	132.89'	46°00'56"
11	800.88'	88.84'	N18°53'10"E	88.80'	06°38'33"
12	800.88'	83.75'	N11°34'18"E	83.66'	07°58'12"
13	840.88'	32.84'	S06°02'46"W	32.84'	02°58'13"
14	840.88'	113.75'	S13°36'05"W	113.80'	10°10'20"
15	840.88'	110.47'	S23°37'37"W	110.33'	08°02'44"
16	840.88'	48.56'	S32°38'36"W	48.57'	04°08'55"
17	302.45'	63.62'	N28°42'21"E	63.50'	12°03'05"
18	302.45'	113.56'	N11°55'27"E	112.89'	21°30'44"
19	295.00'	115.40'	S11°30'08"W	114.64'	22°24'47"
20	170.00'	43.30'	N16°33'05"W	43.18'	14°35'38"
21	100.00'	93.81'	S88°46'37"W	90.23'	53°38'03"
22	137.79'	82.81'	N04°20'36"W	82.37'	25°08'32"
23	137.79'	71.48'	N28°24'06"W	70.66'	29°43'28"
24	201.35'	172.96'	S36°08'53"E	167.88'	49°13'02"
25	181.35'	138.80'	S36°08'53"E	134.36'	49°13'02"
26	177.79'	124.98'	N31°37'55"W	122.15'	40°11'05"
27	140.00'	131.05'	S69°46'37"W	126.32'	53°38'03"
47	1070.00'	122.83'	N17°26'36"W	122.57'	06°34'00"
48	1030.00'	114.28'	N15°39'17"W	114.23'	06°21'28"
49	1070.00'	37.36'	N13°39'36"W	37.36'	02°00'02"
50	135.00'	87.71'	N26°57'15"E	86.16'	37°13'37"
51	175.00'	219.88'	N33°18'15"E	205.54'	71°56'37"
52	175.00'	143.52'	N82°48'45"E	139.53'	46°58'24"
53	90.00'	144.41'	S23°46'57"E	130.78'	93°12'17"
54	130.00'	171.56'	N32°34'18"W	159.40'	75°37'33"
55	130.00'	93.83'	S46°42'30"E	91.80'	41°21'10"
56	90.00'	118.78'	N32°34'18"W	110.36'	75°37'33"
57	312.50'	28.06'	S02°34'38"W	28.05'	05°08'43"
58	272.50'	98.13'	S04°51'55"E	95.83'	20°12'48"
59	312.50'	81.18'	S07°31'48"E	80.95'	14°53'03"
60	112.50'	44.45'	N06°18'23"E	44.16'	22°38'11"
61	112.50'	48.86'	N30°01'58"E	48.48'	24°53'02"
62	72.50'	84.98'	N18°54'57"E	82.58'	51°07'07"

LEGEND

- = MAJOR BOUNDARY MONUMENT 4" X 36" CONC. MON. & CAP #30074
- = UNIT BOUNDARY MONUMENT 1/2" X 24" REBOD & CAP #30074
- = BOUNDARY CONTROLLING MONUMENT FOUND
- (R) = RECORDED
- (M) = MEASURED
- P.O.B. = POINT OF BEGINNING
- △ = BENCHMARK
- S.D.E. = SHARED DRIVE EASEMENT
- D.E. = DRAINAGE EASEMENT

TYP. SHARED DRIVE DETAIL
NO SCALE

SCALE: 1" = 200'

MATCH LINE SEE SHEET 5

ALL ROADS ARE PRIVATE AND SUBJECT TO RECORDED EASEMENTS AND WILL BE USED FOR UTILITIES.

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 30074
ANDERSEN & CRAIN, INC.
1874 CASS HARTMAN COURT
SUITE B
TRAVERSE CITY, MICHIGAN 49684

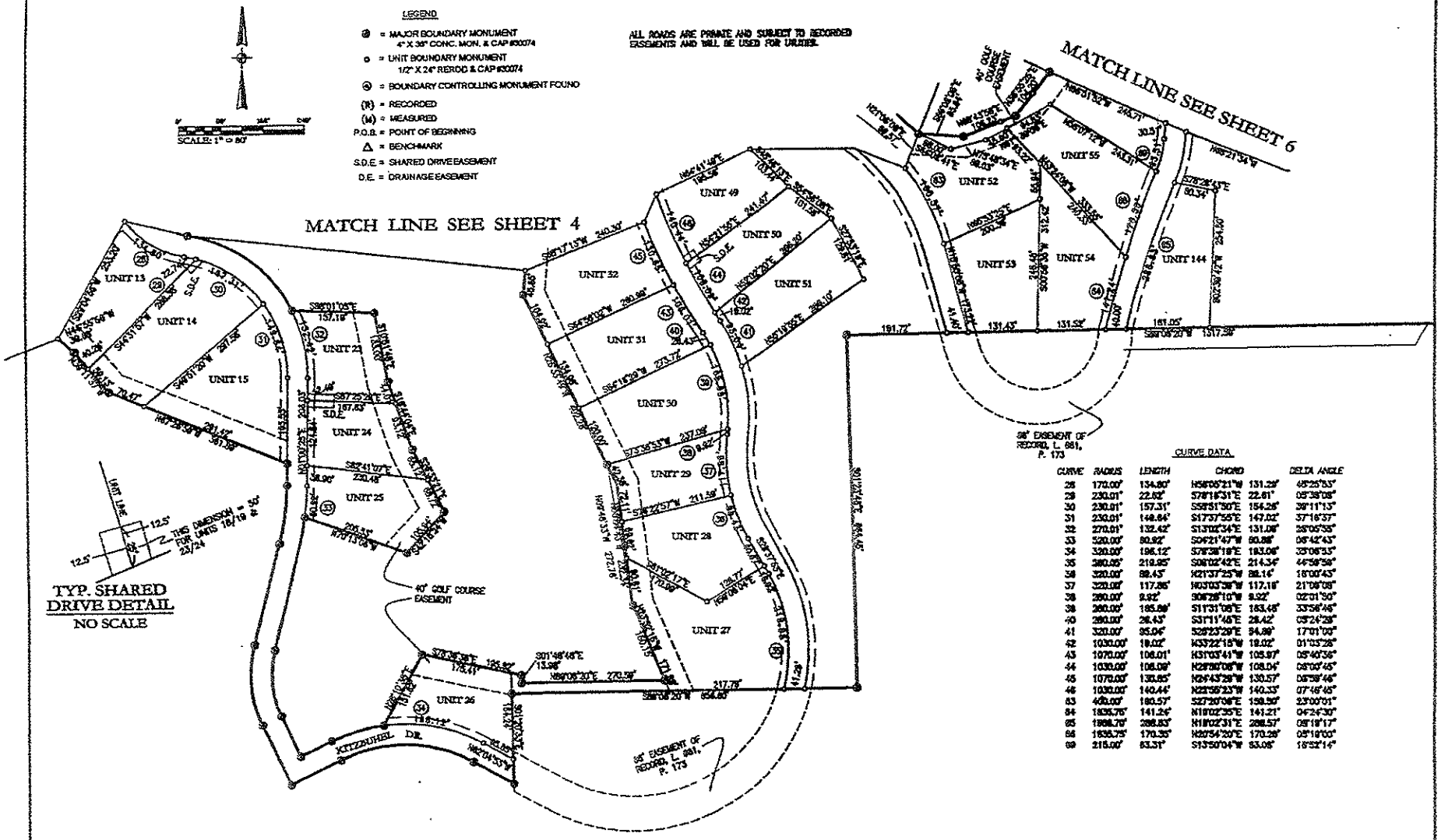
JUNE 27, 2005
DATE

Andersen & Crain, Inc
Surveying, Engineering, Consulting, & Design
1874 Cass Hartman Court, Suite B
Traverse City, MI 49684
Phone: (231) 947-7255 Fax: (231) 947-7275

THE RESERVE
SEC. 20, BOYNE VALLEY TWP., CHARLEVOIX CO.
SURVEY PLAN - UNITS 1-12, 16-22 & 33-48

PREPARED DATE: 6-23-05
JOB NUMBER: 143905
SHEET: 4

LIBER 689 PAGE 111



CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
28	170.00'	134.80'	N56°05'21"W	131.29'	45°25'53"
29	230.01'	22.82'	S78°16'31"E	22.81'	05°38'08"
30	230.01'	157.31'	S58°51'50"E	154.26'	39°11'13"
31	230.01'	148.84'	S13°37'55"E	147.02'	37°16'37"
32	270.01'	132.42'	S13°02'34"E	131.08'	28°05'58"
33	320.00'	80.92'	S04°21'47"W	80.88'	06°42'43"
34	320.00'	196.12'	S26°38'19"E	193.06'	35°06'33"
35	280.00'	219.95'	S08°02'42"E	214.34'	44°58'56"
36	320.00'	88.43'	N21°37'25"W	88.14'	15°50'43"
37	320.00'	117.86'	N03°03'38"W	117.18'	21°06'08"
38	280.00'	9.92'	N08°28'10"W	9.92'	02°01'50"
39	280.00'	185.89'	N11°31'06"E	183.45'	38°56'46"
40	280.00'	28.43'	N31°11'46"E	28.42'	05°24'28"
41	320.00'	95.04'	N28°23'29"E	94.69'	17°01'00"
42	1030.00'	19.02'	N33°22'15"W	19.02'	01°03'28"
43	1070.00'	108.01'	N31°03'41"W	105.97'	05°46'36"
44	1030.00'	108.09'	N28°30'06"W	108.04'	06°00'45"
45	1070.00'	130.85'	N24°43'29"W	130.57'	06°59'46"
46	1030.00'	140.44'	N22°55'23"W	140.33'	07°48'45"
83	400.00'	180.57'	S27°20'06"E	159.50'	23°00'01"
84	1835.75'	141.24'	N18°02'35"E	141.21'	04°24'30"
85	1968.75'	288.83'	N18°02'31"E	288.57'	08°18'17"
86	1835.75'	170.35'	N25°54'20"E	170.28'	05°18'00"
89	215.00'	83.31'	S13°50'04"W	83.08'	18°52'14"

JUNE 27, 2005
DATE

CHRISTY L. ANDERSEN
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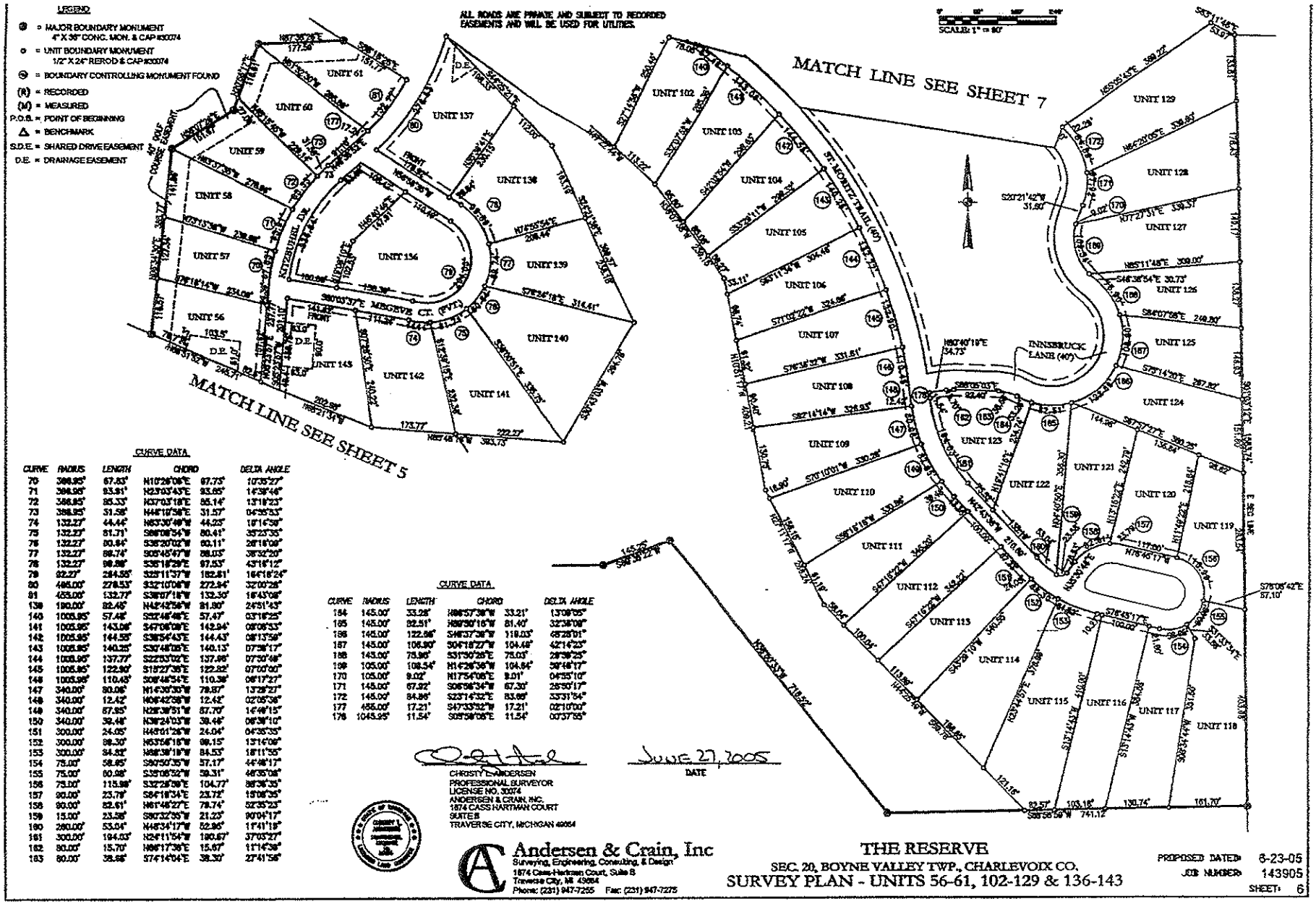
THE RESERVE
SEC. 20, BOYNE VALLEY TWP., CHARLEVOIX CO.
SURVEY PLAN - UNITS 13-15, 23-32 49-55 & 144

PROPOSED DATE: 6-23-05
JOB NUMBER: 14390S
SHEET: 5

LIBER 689 PAGE 112



CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
70	388.95'	67.53'	N10°26'06"E	67.75'	10°35'27"
71	388.95'	93.91'	N23°03'43"E	93.65'	14°38'46"
72	388.95'	85.33'	N37°03'18"E	85.14'	13°18'23"
73	388.95'	31.58'	N44°19'36"E	31.57'	04°35'53"
74	132.27'	44.44'	N63°30'49"W	44.23'	19°14'58"
75	132.27'	81.71'	S88°08'54"W	80.41'	35°23'35"
76	132.27'	60.84'	S38°20'02"W	60.11'	26°18'09"
77	132.27'	88.74'	S05°45'47"W	88.03'	38°52'20"
78	132.27'	98.88'	S35°18'29"E	97.53'	43°16'12"
79	82.27'	264.55'	S32°11'37"W	162.81'	184°18'24"
80	486.00'	278.53'	S32°10'08"W	272.94'	32°50'26"
81	455.00'	132.77'	S38°07'18"W	132.30'	16°43'08"
139	180.00'	82.48'	N42°42'54"W	81.80'	24°51'43"
140	1005.95'	57.48'	S52°46'48"E	57.47'	03°16'25"
141	1005.95'	143.08'	S47°08'08"E	142.94'	08°08'33"
142	1005.95'	144.55'	S38°54'43"E	144.43'	08°13'56"
143	1005.95'	140.25'	S30°48'05"E	140.13'	07°59'17"
144	1005.95'	137.77'	S22°53'02"E	137.66'	07°50'48"
145	1005.95'	122.80'	S15°27'36"E	122.82'	07°00'00"
146	1005.95'	110.48'	S08°46'54"E	110.38'	06°17'27"
147	340.00'	80.06'	N14°36'35"W	79.87'	13°29'27"
148	340.00'	12.42'	N06°42'58"W	12.42'	02°05'36"
149	340.00'	67.95'	N28°38'51"W	67.70'	11°49'15"
150	340.00'	39.48'	N38°24'03"W	39.48'	06°39'10"
151	300.00'	24.05'	N48°01'26"W	24.04'	04°35'35"
152	300.00'	99.30'	N53°56'16"W	99.15'	13°14'09"
153	300.00'	84.82'	N68°38'19"W	84.53'	16°11'55"
154	75.00'	58.85'	S80°50'35"W	57.17'	44°46'17"
155	75.00'	60.98'	S35°06'32"W	59.31'	46°35'08"
156	75.00'	115.98'	S32°28'39"E	104.77'	88°36'35"
157	90.00'	23.79'	S84°18'34"E	23.72'	15°08'35"
158	90.00'	82.61'	N61°48'27"E	79.74'	52°35'23"
159	15.00'	23.58'	S80°32'35"W	21.23'	90°04'17"
160	280.00'	53.04'	N48°34'17"W	52.96'	10°51'19"
161	300.00'	194.03'	N24°11'54"W	190.67'	37°05'27"
162	80.00'	15.70'	N06°17'36"E	15.67'	11°14'36"
163	80.00'	38.66'	S74°14'04"E	38.30'	27°41'56"

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
164	145.00'	33.28'	N86°57'38"W	33.21'	13°08'55"
165	145.00'	82.51'	N69°30'16"W	81.40'	32°36'08"
166	145.00'	122.86'	S46°37'38"W	119.03'	48°28'01"
167	145.00'	106.90'	S04°18'27"W	104.48'	42°14'23"
168	145.00'	75.90'	S31°50'26"E	75.03'	29°59'25"
169	105.00'	108.34'	N14°26'36"W	104.84'	59°08'17"
170	105.00'	9.02'	N17°54'08"E	9.01'	04°55'10"
171	145.00'	67.92'	S06°56'34"W	67.30'	26°50'17"
172	145.00'	84.89'	S23°14'32"E	83.66'	33°31'54"
177	455.00'	17.21'	S47°33'52"W	17.21'	02°10'00"
178	1045.95'	11.54'	S08°58'08"E	11.54'	00°37'55"

June 27, 2005
DATE

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 30074
ANDERSEN & CRAIN, INC.
1874 CASS HARTMAN COURT
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Traverse City, MI 49684
Phone: (231) 947-7255 Fax: (231) 947-7275

THE RESERVE

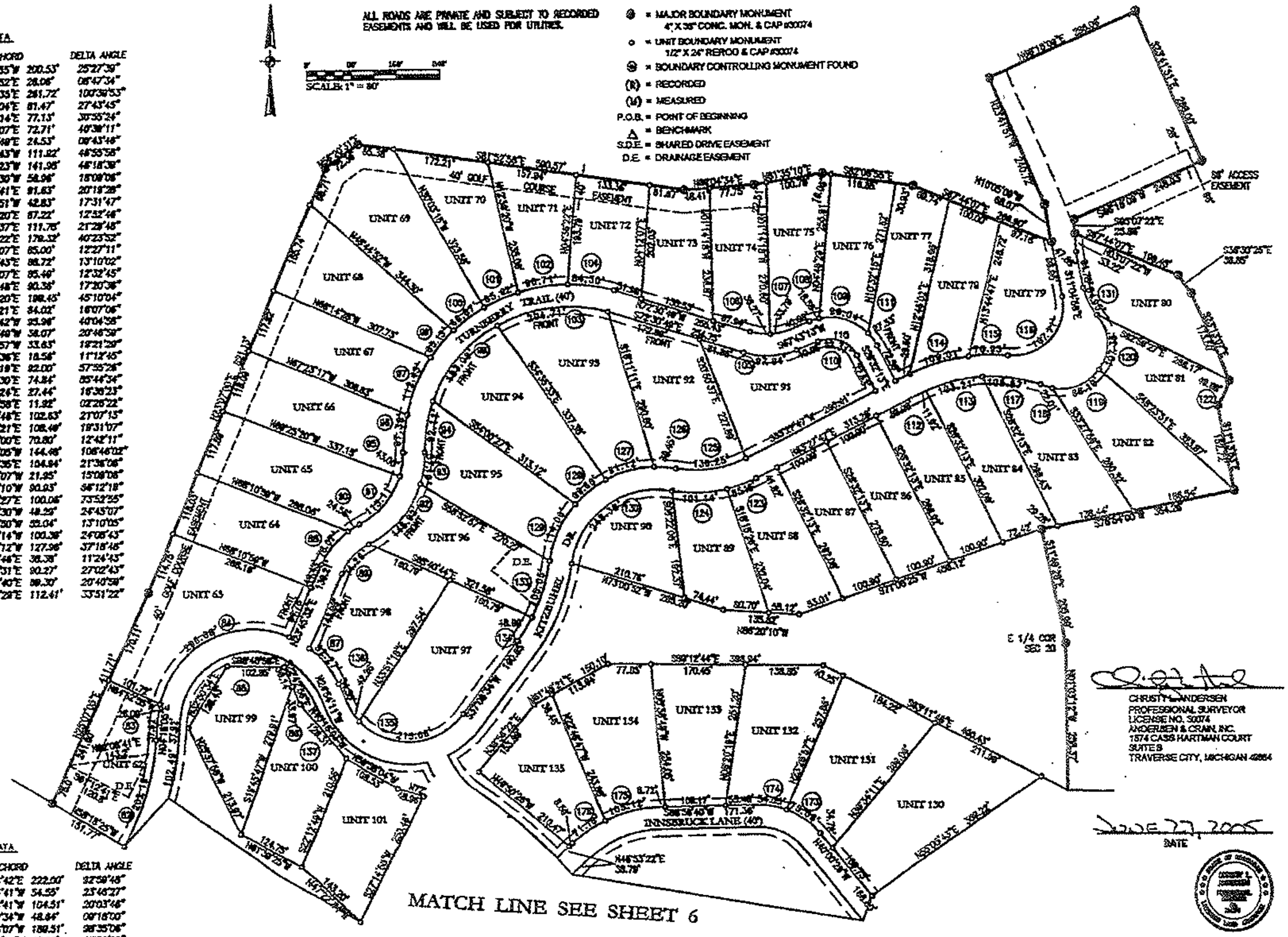
SEC. 20, BOYNE VALLEY TWP., CHARLEVOIX CO.

SURVEY PLAN - UNITS 56-61, 102-129 & 136-143

PROPOSED DATED: 6-23-05
JOB NUMBER: 143905
SHEET: 6

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
82	455.00'	202.19'	S17°01'35"W	200.53'	25°27'39"
83	170.00'	26.09'	N06°41'32"E	26.06'	08°47'34"
84	170.00'	298.68'	N63°25'35"E	261.72'	100°39'53"
87	170.00'	82.27'	S38°46'04"E	81.47'	27°43'45"
88	144.65'	78.07'	N38°13'14"E	77.13'	30°55'24"
89	104.65'	74.26'	N44°05'07"E	72.71'	40°38'11"
90	144.65'	24.56'	N59°32'48"E	24.53'	09°43'48"
91	140.53'	115.11'	S40°56'43"W	111.92'	46°55'58"
92	180.53'	145.92'	S41°15'23"W	141.98'	46°18'38"
93	180.53'	57.19'	S08°01'30"W	58.96'	18°09'06"
94	258.67'	92.11'	N10°08'41"E	91.63'	20°19'28"
95	140.53'	43.00'	S08°42'51"W	42.83'	17°31'47"
96	298.67'	67.36'	N08°23'20"E	67.22'	12°32'46"
97	298.67'	112.43'	N23°34'37"E	111.76'	21°28'46"
98	258.67'	183.09'	N40°28'22"E	179.32'	40°23'52"
99	298.67'	65.15'	N40°33'07"E	65.00'	12°27'11"
100	298.67'	68.67'	N53°21'43"E	68.72'	13°10'02"
101	298.67'	65.62'	N66°13'07"E	65.49'	12°32'45"
102	298.67'	90.71'	N81°08'48"E	90.36'	17°20'36"
103	258.67'	204.71'	N63°15'20"E	198.45'	45°10'04"
104	298.67'	84.30'	S82°06'21"E	84.02'	16°07'06"
105	140.00'	97.94'	S87°45'42"W	95.96'	40°04'38"
106	100.00'	36.27'	N82°31'49"W	36.07'	20°46'59"
107	100.00'	33.78'	S77°25'57"W	33.63'	19°21'29"
108	95.00'	18.59'	N73°18'36"E	18.56'	11°12'45"
109	95.00'	96.04'	S72°06'19"E	92.00'	57°55'26"
110	55.00'	82.31'	S89°24'30"E	74.84'	85°44'34"
111	95.00'	27.53'	S34°30'24"E	27.44'	16°36'23"
112	280.00'	11.92'	N64°40'58"E	11.92'	02°26'22"
113	280.00'	103.21'	N76°27'46"E	102.63'	21°07'13"
114	320.00'	109.01'	N73°13'21"E	108.49'	19°31'07"
115	320.00'	70.95'	N69°20'00"E	70.80'	12°42'11"
116	90.00'	167.71'	S42°18'05"W	144.48'	106°46'02"
117	280.00'	105.57'	S82°10'35"E	104.94'	21°36'06"
118	83.25'	22.01'	N71°08'07"W	21.95'	15°09'06"
119	83.25'	96.19'	S68°11'10"W	90.93'	66°12'18"
120	83.25'	107.35'	S01°51'27"E	100.06'	73°52'55"
122	115.00'	49.68'	S25°46'30"W	49.29'	24°45'07"
123	240.00'	55.15'	S70°02'50"W	55.04'	13°10'05"
124	240.00'	101.14'	S86°42'14"W	100.38'	24°08'43"
125	200.00'	130.25'	S32°07'12"W	127.96'	37°18'48"
126	193.03'	38.45'	S84°55'46"E	38.38'	11°24'43"
127	193.03'	91.12'	N75°00'31"E	90.27'	27°02'43"
128	193.03'	99.68'	N51°58'40"E	99.30'	20°40'59"
129	193.03'	114.06'	N24°42'29"E	112.41'	33°51'22"



CURVE DATA

CURVE	RADIUS	LENGTH	CHORD		DELTA ANGLE
130	153.03'	248.38'	N54°16'42"E	222.00'	92°59'46"
131	132.42'	54.95'	N28°54'41"W	54.55'	23°46'27"
133	300.00'	105.05'	S17°48'41"W	104.51'	20°03'46"
134	300.00'	48.69'	S32°28'34"W	48.64'	09°18'00"
135	125.00'	215.08'	S86°26'07"W	189.51'	98°35'08"
136	125.00'	42.28'	N34°35'16"W	42.08'	19°22'09"
138	181.00'	158.16'	N78°38'29"W	162.78'	50°26'34"
173	145.00'	75.08'	S54°50'14"E	74.22'	29°38'30"
174	145.00'	54.06'	S80°20'38"E	53.75'	21°21'21"
175	240.00'	105.12'	N76°25'45"E	104.38'	25°05'45"
176	240.00'	71.18'	N55°23'08"E	70.92'	16°58'33"

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June 27, 2005
DATE

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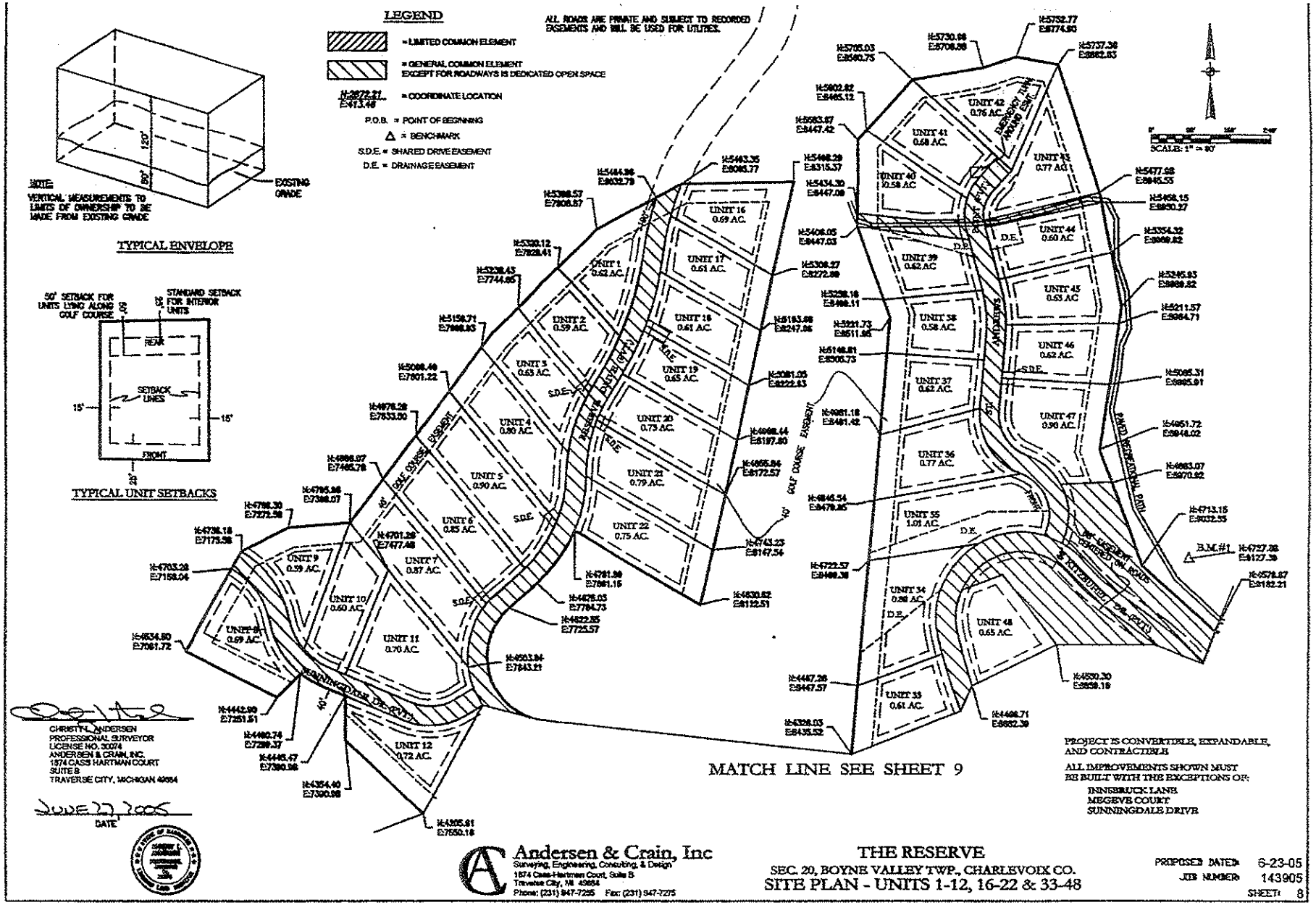
THE RESERVE
SEC. 20 & 21, BOYNE VALLEY TWP., CHARLEVOIX CO.
SURVEY PLAN - UNITS 62-101 & 130-135

PROPOSED DATED: 6-23-05
JOB NUMBER: 143905
SHEET: 7

Bob
231-582-6305

LIBER 6889 PAGE 114



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JUNE 22, 2005
DATE

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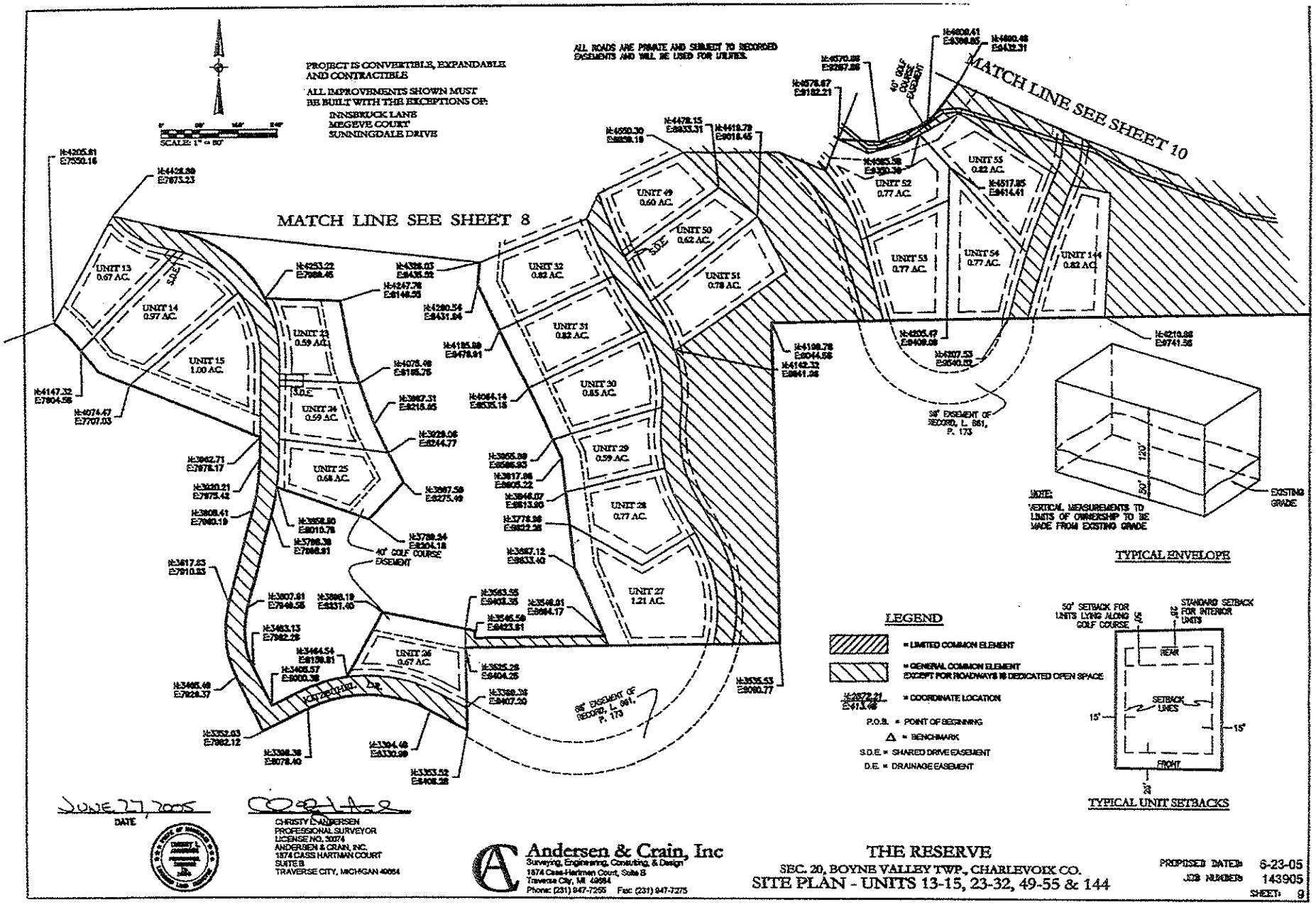
THE RESERVE
SEC. 20, BOYNE VALLEY TWP., CHARLEVOIX CO.
SITE PLAN - UNITS 1-12, 16-22 & 33-48

PROPOSED DATE: 6-23-05
JOB NUMBER: 143905
SHEET: 8

LIBER 689 PAGE 115



JUNE 27, 2005
DATE

CHRISTY L. ANDERSEN
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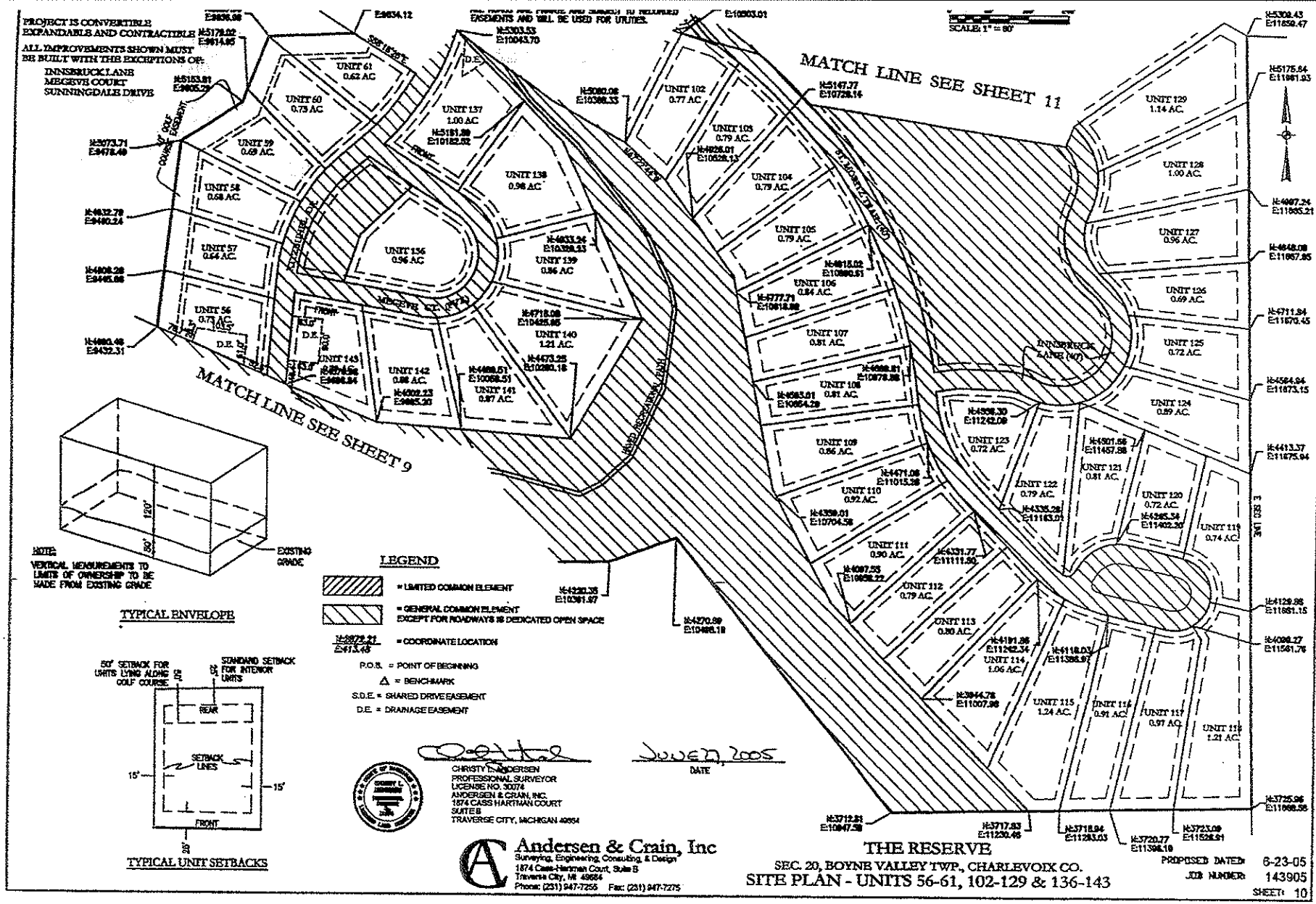
THE RESERVE

SEC. 20, BOYNE VALLEY TWP., CHARLEVOIX CO.

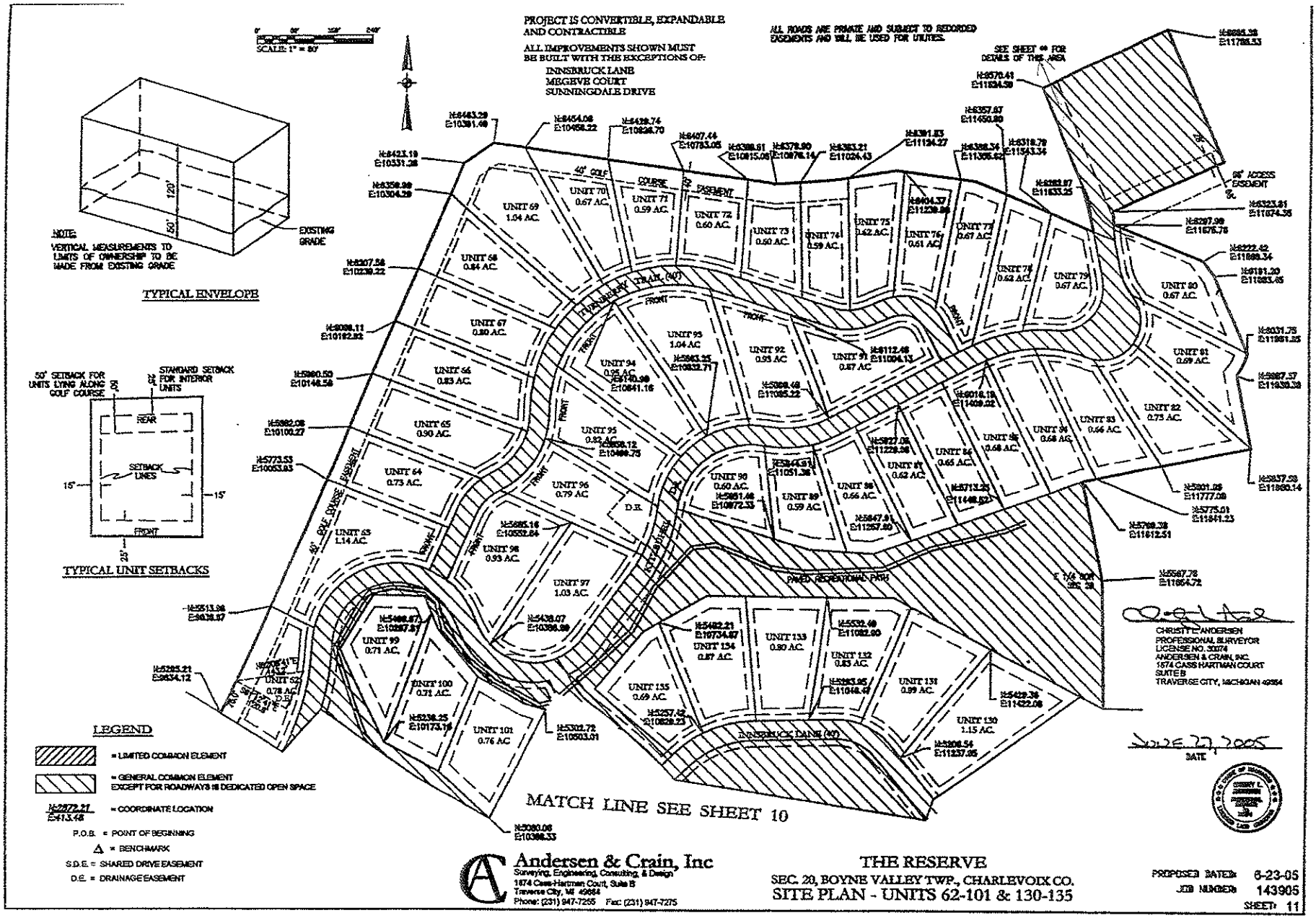
SITE PLAN - UNITS 13-15, 23-32, 49-55 & 144

PREPARED DATE: 6-23-05
JOB NUMBER: 143905
SHEET: 9

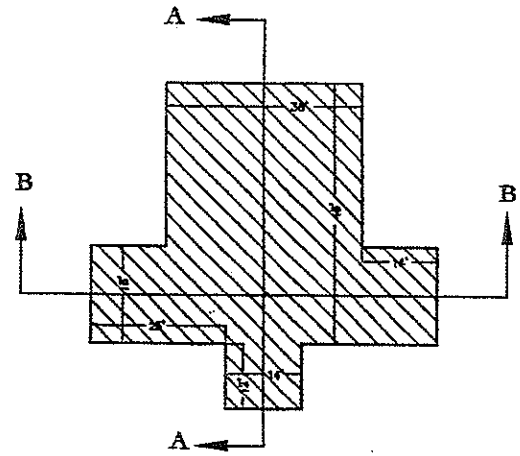
LIBER 689 PAGE 116



LIBER 689 PAGE 117

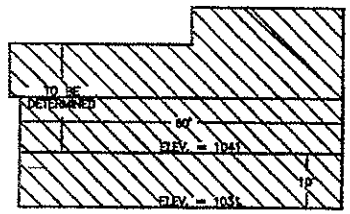


LIBER 689 PAGE 118



FLOOR PLAN - KITZ CABIN

SCALE: 1" = 10'



SECTION A

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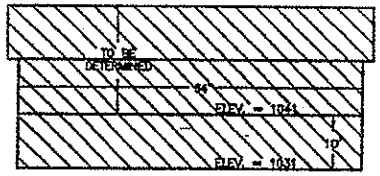
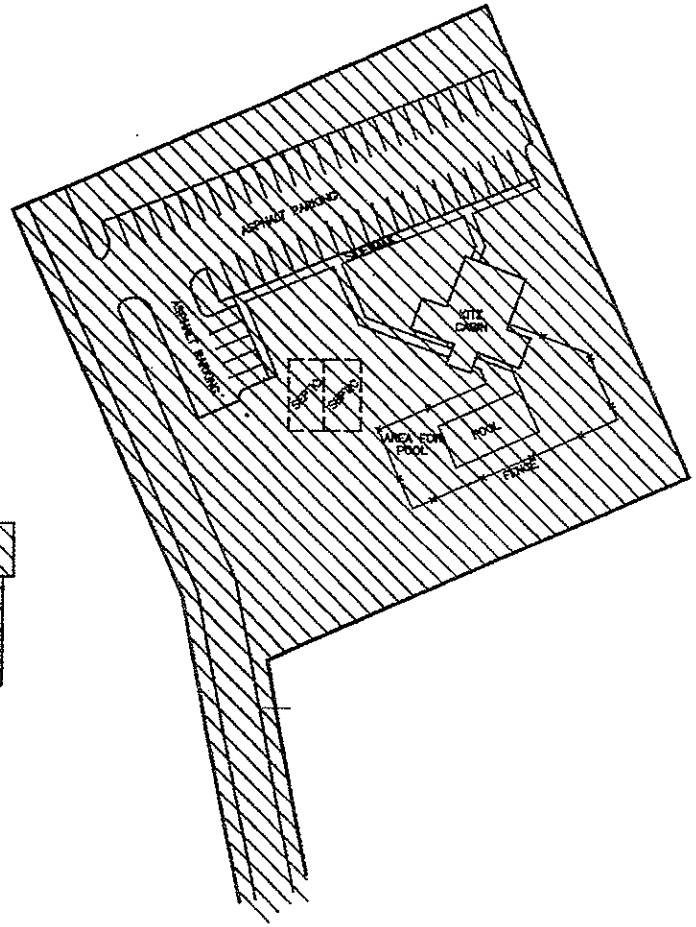
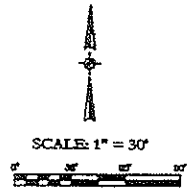


SECTION B

SCALE: 1" = 10'





LEGEND

= LIMITED COMMON ELEMENT

= GENERAL COMMON ELEMENT

ALL IMPROVEMENTS SHOWN MUST BE BUILT EXCEPT FOR THE POOL, FENCE AND OTHER IMPROVEMENTS INCIDENTAL THERETO.

THE DEVELOPER RESERVES THE RIGHT TO MODIFY, BUT NOT ELIMINATE, THE IMPROVEMENTS SHOWN AS MUST BE BUILT AT ITS DISCRETION

June 27, 2005
DATE

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 30074
ANDERSEN & CRAIN, INC.
1874 CASS HARTMAN COURT
SUITE B
TRAVERSE CITY, MICHIGAN 49684

Andersen & Crain, Inc
Surveying, Engineering, Consulting, & Design
1874 Cass Hartman Court, Suite B
Traverse City, MI 49684
Phone: (231) 947-7255 Fax: (231) 947-7275

THE RESERVE

SEC'S. 20 & 21, BOYNE VALLEY TWP., CHARLEVOIX CO.

SITE PLAN - KITZ CABIN

PROPOSED DATED: 6-23-05
JOB NUMBER: 143905
SHEET: 12

RECEIVED
2005 JUN 24 P 2:33

RECEIVED
2005 JUN 28 A 11:30

LIBER 688 PAGE 824

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX
RECEIVED FOR RECORD
05 JUN 28 AM 11:30
Clarissa B. Jentoft
REGISTER OF DEEDS

FIRST AMENDED ACCESS AND UTILITY EASEMENT

The Reserve at Boyne Mountain

First Amended Access and Utility Easement made this 24th day of June, 2005, by and between Boyne Mountain Resort, L.L.C. ("Boyne"), a Michigan limited liability company, whose address is P.O. Box 19, Boyne Falls, Michigan, 49713, and McKeough Land Company, Inc. ("Developer"), an Illinois Corporation, whose address is 208 Franklin Avenue, Grand Haven, Michigan, 49417.

Whereas the Warranty Deed from Boyne, as Grantor, to Developer, as Grantee, dated December 30, 2004, and recorded on January 4, 2005, at Liber 661, page 157, Charlevoix County Records, included a perpetual, non-exclusive 66 foot wide easement for ingress/egress and the installation and maintenance of public and private utilities;

Whereas the roadway within that easement has now been constructed, and the parties wish to accurately reflect the as-built location of the easement.

Now Therefore, the parties agree as follows:

1. Rescission of Prior Easement. The access and utility easement granted by Boyne to the Developer in the Warranty Deed referred to above is rescinded and replaced in its entirety with the easement described below.

2. Grant of Amended Easement. Boyne hereby grants to Developer a perpetual, non-exclusive 66 foot wide easement for ingress/egress, the installation and maintenance of public and private utilities, signage, drainage and temporary grading over, across and under a parcel of land on part of the Southeast ¼ of Section 18, and part of the Northeast ¼ of Section 19, and part of the Northwest ¼ of Section 20, T32N-R5W, Boyne Valley Township, Charlevoix County, Michigan, the centerline of said easement being described as follows:

> A 66 foot wide easement for ingress, egress, the installation and maintenance of public and private utilities, signage, drainage and temporary grading in parts of Sections 18, 19 & 20, Town 32 North, Range 5 West, Boyne Valley Township, Charlevoix County, Michigan, the centerline of which is more fully described as follows:
>
> Commencing at the South 1/4 corner of said Section 20; thence N 21°21'11" W, 2797.96 feet to a point on the northerly line of property described and recorded in Liber 661, Page 153 and the POINT OF BEGINNING; thence 175.05 feet along a 540.18 foot radius curve to the right with a chord of N 29°34'38" E, 174.29 feet, central angle = 18°34'02"; thence N 38°51'39" E, 164.47 feet; thence 316.14 feet along a 204.47 foot radius curve to the left with a chord of N 05°26'00" W, 285.58 feet, central angle = 88°35'19"; thence N 49°43'40" W, 60.66 feet; thence 554.83 feet along a 469.96 foot

radius curve to the left with a chord of N 83°32'57" W, 523.17 feet, central angle = 67°38'35"; thence S 62°37'45" W, 158.07 feet; thence 104.89 feet along a 380.63 foot radius curve to the right with a chord of S 70°31'26" W, 104.56 feet, central angle = 15°47'22"; thence 190.20 feet along a 650.00 foot radius curve to the left with a chord of S 70°02'10" W, 189.52 feet, central angle = 16°45'56"; thence S 61°39'12" W, 210.50 feet; thence 51.99 feet along a 1200.00 foot radius curve to the left with a chord of S 60°24'44" W, 51.98 feet, central angle = 2°28'56"; thence 207.55 feet along a 825.35 foot radius curve to the right with a chord of S 66°22'31" W, 207.01 feet, central angle = 14°24'30"; thence 167.69 feet along a 145.00 foot radius curve to the right with a chord of N 73°17'23" W, 158.50 feet, central angle = 66°15'43"; thence N 40°09'32" W, 87.43 feet; thence 138.63 feet along a 345.00 foot radius curve to the left with a chord of N 51°40'14" W, 137.70 feet, central angle = 23°01'25"; thence 201.72 feet along a 280.00 foot radius curve to the right with a chord of N 42°32'38" W, 197.38 feet, central angle = 41°16'36"; thence N 21°54'20" W, 287.95 feet; thence 715.97 feet along a 564.91 foot radius curve to the left with a chord of N 58°12'51" W, 669.00 feet, central angle = 72°37'01"; thence S 85°28'39" W, 322.00 feet; thence 267.55 feet along a 200.52 foot radius curve to the right with a chord of N 56°17'52" W, 248.14 feet, central angle = 76°26'58"; thence N 18°04'23" W, 56.14 feet; thence 157.75 feet along a 329.80 foot radius curve to the left with a chord of N 31°46'33" W, 156.25 feet, central angle = 27°24'20"; thence N 45°28'44" W, 156.30 feet; thence 154.11 feet along a 650.00 foot radius curve to the right with a chord of N 38°41'12" W, 153.75 feet, central angle = 13°35'04"; thence N 31°53'39" W, 531.97 feet; thence 347.60 feet along a 615.44 foot radius curve to the left with a chord of N 48°04'28" W, 342.99 feet, central angle = 32°21'36"; thence 107.89 feet along a 250.00 foot radius curve to the right with a chord of N 51°53'28" W, 107.06 feet, central angle = 24°43'36"; thence N 39°31'40" W, 291.26 feet; thence 92.92 feet along a 215.00 foot radius curve to the left with a chord of N 51°54'33" W, 92.20 feet, central angle = 24°45'47", to a point in the centerline of Deer Lake Road and the POINT OF ENDING of said centerline; The sidelines of said easement to extend or shorten to begin at the northerly line of said property and end at the easterly right of way of Deer Lake Road.

3. Term and Effect. The easements granted above are given for the benefit of all of the property conveyed by Boyne to the Developer, shall be perpetual and shall run with the land. The covenants contained herein shall bind and shall inure to the benefit of the successors and assigns of the respective parties.

Dated: June 24, 2005

Boyne Mountain Resort, L.L.C.,
a Michigan limited liability company
By: Boyne USA, Inc.,
a Michigan corporation, Its Member

By: _____
Stephen M. Kircher, President
Eastern Division

State of Michigan)
County of Charlevoix)

The foregoing instrument was acknowledged before me this 24th day of June, 2004, by Stephen M. Kircher, the President of Boyne USA, Inc., a Michigan corporation, Eastern Division, and the sole Member of Boyne Mountain Resort, L.L.C., a Michigan limited liability, on its behalf.

Pamela A. Greetis
PAMELA A. GREETIS, Notary Public
Acting in Charlevoix County, Michigan
My Commission expires: 12-28-08

PAMELA A. GREETIS
Notary Public, Charlevoix Co., MI
My Comm. Expires Dec. 28, 2008

McKeough Land Company, Inc.,
An Illinois Corporation

By: _____
Chris G. McCrumb, Its General Manager

State of Michigan)
County of Leelanau)

The foregoing instrument was acknowledged before me this 24th day of June, 2005, by Chris G. McCrumb, the General Manager of McKeough Land Company, Inc., an Illinois corporation, on its behalf.

_____
LOUIS P TOCCO, Notary Public
Leelanau County, Michigan
My Commission expires: 01/01/08

Drafted by:
Neil Marzella, Attorney
P.O. Box 808
Harbor Springs, MI 49740

LIBER 705 PAGE 489

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX
RECEIVED FOR RECORD
2005 SEP 20 PM 3:25
Charlene M. Jarvotny
REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED

FOR

THE RESERVE

FIRST AMENDMENT TO MASTER DEED made this 20th day of September, 2005, by McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan, of 104 South Union Street, Suite 212, Traverse City, Michigan 49684 (hereinafter referred to as the "Developer");

W I T N E S S E T H :

WHEREAS, the Developer established **THE RESERVE** as a condominium project pursuant to that certain Master Deed dated June 27, 2005, and recorded June 28, 2005, in Liber 689, Pages 38 through 117 inclusive, Charlevoix County Records; and

WHEREAS, the Northwest Michigan Community Health Agency has required that certain provisions be included within the Master Deed regarding the on-site water supply and sewage disposal proposed within the lots at The Reserve; and

WHEREAS, Article XII authorizes amendment in general to the Master Deed for proper purposes.

NOW, THEREFORE, in consideration of the premises and the rights reserved to the Developer in the above-referenced Master Deed, said Master Deed is hereby amended in the following manner:

1. Article VIII of the Master Deed is amended in its entirety to provide as follows:

VIII.

RESTRICTIVE COVENANTS

The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land; said restrictions, notwithstanding Article XII hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

By way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. All lots may be required to obtain individual soil erosion and stormwater control permits from the Charlevoix County Drain Commissioner (or applicable Soil Erosion Control Officer) prior to the commencement of any construction. The Association shall conduct routine maintenance of the stormwater retention areas and attendant stormwater management facilities within the Project to continually meet the specifications of the stormwater plan approved by the Charlevoix

County Drain Commissioner's Office, to include, but not be limited to, semi-annual removal of accumulated sediment, quarterly removal of debris and other obstructions which alter or reduce the effective operation of the drainage facilities capacity or function, maintenance of inlets and/or outlets, quarterly mowing of side slopes or other lawful vegetation control (vegetation control measures shall be taken when growth significantly hinders the facilities capacity or function, or becomes unsightly or hinders clear vision for the roadways). If the Association fails to conduct the required maintenance on the stormwater facilities, the Drain Commissioner's Office reserves the right to request that said maintenance be completed. The Association shall conduct routine maintenance of the stormwater retention areas and other stormwater management facilities within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Charlevoix County Drain Commissioner, and shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Association shall fail to act within these time frames, the Charlevoix County Drain Commissioner may perform the needed maintenance and assess the costs therefor against the Association; If the Association fails to pay the amount set forth in the statement the Charlevoix County Drain Commissioner may place a lien, or other encumbrance, against the lands benefited, to include an assessment to be made by the Charlevoix County Treasurer, as taxed due and owing or repayment of costs incurred by the Charlevoix County Drain Commissioner. The Drain Commissioner is hereby provided access to and around any and all retention basins for inspection and maintenance purposes to be performed as specified above. In the event that the retention basins within the Project become part of

a County drain system, the rights, obligations and duties and easements herein may be assigned to the appropriate agency or County office.

Further, by way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. Permits for the installation of wells and sewage disposal systems shall be obtained from the Charlevoix County Health Department (i.e. the Northwest Michigan Community Health Agency) prior to the commencement of any construction. All dwellings shall be served by a potable water supply system. All wells on individual units shall be drilled by a well driller licensed in the State of Michigan and drilled to a minimum depth of 100 feet below the ground surface and have a minimum of 50 feet of static water level to the bottom of the well casing or be drilled through an adequate protective clay overburden with a minimum thickness of 20 feet. A complete well log form for each such potable water well shall be submitted to the County Health Department within sixty (60) days following completion of such well. Upon completion, each water supply shall be tested for bacteriological and nitrate analysis and satisfactory results shall be obtained prior to use of the system. The partial chemical results were found to be satisfactory with the exception of hardness (as calcium carbonate) which was elevated to a level of 264 mg/l in one of the test wells, whereas a level of up to 250 mg/l is considered satisfactory. Although not considered to be a health concern, this may require treatment of the water supply to prevent scaling of water fixtures and pipes. A minimum isolation distance of fifty (50) feet shall be maintained between well and sewage systems on all units in this project. Further, engineering plans and specifications, prepared by a registered professional engineer, will need to be

submitted for review and approval for the proposed sewage disposal systems for lots 8, 33, 34, 35, 36, 40, 49, 78, 79, 81, 84, 85, 86, 87, 118, 119 and 137. The engineering plans are to illustrate proposed specific site development plans, as well as detailed plans and specifications for the proposed sewage system installations. Finally, engineering plans and specifications, prepared by a registered professional engineer, will need to be submitted for review and approval for the proposed sewage disposal systems for lots 16, 19, 26, 37, 48, 50, 51, 55, 138, 139, 140, 141 and 142. The location of the drainfields for these units are to be restricted to the locations depicted on the Wade-Trim development plans due to site slope constraints. The engineering plans are to illustrate proposed specific site development plans, as well as detailed plans and specifications for the proposed sewage system installation. Prior to any site preparations, placement of culverts for driveways, or excavations for building, permits to construct individual water wells and sewage disposal systems shall be obtained from the Northwest Michigan Community Health Agency (www.nwhealth.org). Specific detailed site development plans are to be submitted for review and approval at time of permit application submittal. Notwithstanding the amendment provisions contained in Article XII below, no amendment of the Condominium Documents shall be permitted to modify the foregoing well and septic related provisions or their stated purposes without the prior approval of the Charlevoix County Health Department (i.e. the Northwest Michigan Community Health Agency) or its duly authorized successor(s) in interest.

Finally, by way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. Vehicular access to and from lot

35 shall be from the project general common element roadway, St. Andrews Point, to the "front" of said lot as shown on Exhibit "B," and not from Kitzbuhel Drive. Vehicular access to and from lots 63, 77, 91 through 96 and 98 shall be from the project general common element roadway, Turnberry Trail, to the "front" of said lots as shown on Exhibit "B," and not from Kitzbuhel Drive. Vehicular access to and from lots 137 and 143 shall be from the project general common element roadway, Megeve Court, to the "front" of said lots as shown on Exhibit "B," and not from Kitzbuhel Drive.

2. In all other respects the provisions of the Master Deed of **THE RESERVE** dated June 27, 2005, as recorded in the Office of the Register of Deeds for Charlevoix County, Michigan as Condominium Subdivision Plan No. 152, are hereby ratified and reaffirmed.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Developer has duly executed this First Amendment to Master Deed as of the day and year first above written.

DEVELOPER:

McKEOUGH LAND COMPANY, INC.,
an Illinois corporation duly qualified to
transact business in the State of Michigan

By: _____
Chris G. McCrumb

Its: General Manager

STATE OF MICHIGAN
County of Leelanau } ss

On this 20th day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared Chris G. McCrumb, the General Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation duly qualified to transact business in the State of Michigan, to me personally known, who, being by me duly sworn, did say that he is the General Manager of said corporation, the Developer of said Condominium Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said corporation.

_____
(typed name of notary public)
Louis P. Tocco
Notary Public, County of Leelanau
My commission expires: 01/01/08
Acting in the County of Leelanau

Prepared in the Law Office of:
When Recorded, Return to:

LOUIS P. TOCCO, ESQ.
LOUIS P. TOCCO, P.L.C.
13709 S. West Bayshore Drive
Traverse City, Michigan 49684
LTOCCO@EARTHLINK.NET
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