

CONSOLIDATING MASTER DEED
OF
BURT VIEW LIVING UNITS

FEB 15 1990
RECEIVED FOR RECORD
at 9:40 O'clock A.M.
Joanne Spray
CLERK/REGISTRAR
CHEBOYGAN COUNTY, MICHIGAN

This Consolidating Master Deed is made and executed on this 14th day of February, 1990, by NOR-LAND INVESTMENT LIMITED PARTNERSHIP, a Michigan limited partnership, hereinafter referred to as "Developer", whose address is 4041 South Straits Highway, P. O. Box 430, Indian River, Michigan 49749, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended by Act 283 of the Public Acts of 1980, Act 4 of the Public Acts of 1982, Act 513 of the Public Acts of 1980, and Act 538 of the Public Acts of 1982), hereinafter referred to as the "Act".

W I T N E S S E T H:

WHEREAS, Nor-Land Investment Limited Partnership, being the Developer of Burt View Living Units, a condominium project established pursuant to the Master Deed thereof originally recorded on April 14, 1980 in Liber 406, Pages 326 through 372, inclusive, Cheboygan County Records, and known as Cheboygan County Subdivision Plan No. 1, as amended by instruments recorded in Liber 441, Pages 229 through 331, and Liber 444, Pages 417 through 419, Cheboygan County Records, and as amended by the Third Amendment to Master Deed of Burt View Living Units Condominium, recorded May 8, 1986 in Liber 461, Pages 529 through 540, inclusive, Cheboygan County Records, and the Fourth Amendment to Master Deed of Burt View Living Units Condominium, recorded July 14, 1986 in Liber 464, Pages 118 through 128, inclusive, Cheboygan County Records, and as further amended by the Fifth Amendment to Master Deed of Burt View Living Units Condominium, recorded June 28, 1989, in Liber 510, Pages 260 through 270, inclusive, Cheboygan County Records, hereby consolidates said Master Deed of Burt View Living Units Condominium as the final and complete Master Deed for the Burt View Living Units Condominium project.

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

ARTICLE I
TITLE AND NATURE

LIBER 521 PAGE 14

The Condominium Project shall be known as Burt View Living Units. The architectural plans for the project were approved by the Cheboygan County Construction Code Department, Cheboygan County, Michigan. The architectural plans were not approved by Tuscarora Township, Cheboygan County, Michigan, because that municipal entity does not approve or disapprove such plans. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other Co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed of Burt View Living Units is particularly described as follows:

Part of Government Lot 2, Section 26, T35N, R3W, Tuscarora Township, Cheboygan County, Michigan, described as beginning at a point on the Northerly R.O.W. line of Highway M-68 (100 feet wide) distant 42.18 feet N.04°22'50"E. and 890.00 feet S.84°49'20"E. from the West 1/4 corner of said Section 26 and extending thence N.04°22'50"E. 456.85 feet, thence S.73°58'10"E. 182.39 feet and S.87°48'10"E. 231.49 feet along a traverse line on the high bank of Burt Lake, thence N.04°22'50"E. 99.42 feet to a point on the shore of Burt Lake; thence S.84°49'20"E. 110.00 feet along the shore of Burt Lake; thence S.28°09'45"E. 13.58 feet; thence S.03°24'44"E. 46.90 feet; thence S.11°07'52"W. 38.69 feet; thence S.10°05'22"W. 94.05 feet; thence S.13°44'17"W. 59.33 feet; thence N.84°49'20"W. 100.00 feet; thence S.04°22'50"W. 285.43 feet; thence N.84°49'20"W. 410.00 feet along the Northerly R.O.W. line of said Highway M-68 (100 feet wide) to the point of beginning. This parcel extends to the waters edge of Burt Lake along its sidelines extended. Subject to a non-exclusive easement over the existing stairway to Burt Lake granted to two property owners adjacent to and east of described parcel and as recorded in Liber 498 of Deeds on Page 119, and Liber 503 of Deeds on Pages 373 and 374, Cheboygan County Records. This parcel contains 5.6 acres of land, more or less, measured to the waters edge of Burt Lake. INCLUDING a non-exclusive 16 ft. wide easement for the maintenance of water lines and water wells, the centerline of which is described as beginning at a point on the Westerly line of the above-described parcel 229.96 feet N.04°22'50"E. from the Southwest corner thereof and extending thence S.89°23'W. 47.24 feet; thence N.76°28'W. 199.00 feet; thence S.01°12'W. 112.28 feet to the northerly well; thence S.04°22'50"W. 50.00 feet to the Point of Ending at the southerly well and also including a well isolation area of a radius of 100 feet from the center of each well. The well isolation area shall be further subject to the maintenance of the integrity of the well isolation area which shall include, but not be limited to, an absolute prohibition of the storage or disposal of any substance or materials which could in any way contaminate or pollute water in any manner whatsoever. Additionally, any substances or material prohibited by the provision to maintain the integrity of the well isolation area shall not be transported over or above the well isolation area at any time or in any manner.

ARTICLE III
DEFINITIONS

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

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

LIBER 521 PAGE 15

B. "Association" shall mean the non-profit corporation organized under Michigan law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of

Directors unless specifically reserved to its members by the condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" means the corporate Bylaws of Burt View Living Units, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

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

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

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

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Burt View Living Units as described above.

H. "Condominium Project", "Condominium" or "Project" means Burt View Living Units as an approved Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Consolidating Master Deed" means the final amended Master Deed which shall describe Burt View Living Units as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Articles VI 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 approved recorded in the Office of the Cheboygan County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Burt View Living Units.

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

L. "Developer" shall mean Nor-Land Investment Limited Partnership, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns.

M. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential unit in Burt View Living Units as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "condominium unit" as defined in the Act.

N. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

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

LIBER 521 PAGE 16

A. The general common elements are:

1. The land and beneficial easements described in Article II hereof,

including driveways, roads, sidewalks and parking spaces not identified as limited common elements.

2. The electrical wiring network throughout the Project, including that contained within unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any unit.

3. The telephone wiring network throughout the Project up to the point of entry to each unit.

4. The gas line network throughout the Project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit.

5. The water distribution system throughout the Project, including that contained within unit walls, up to the point of connections with plumbing fixtures within any unit.

6. The water and waste disposal system throughout the Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.

7. Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys.

8. Utility buildings.

9. Dock.

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

B. The limited common elements are:

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

2. The patio or patios adjoining each first floor unit shall be subject to the exclusive use and enjoyment of the owner of such unit.

3. Certain garages and the adjacent driveway spaces assigned to certain units as limited common elements as designated on Exhibit "B" attached hereto with numbers which correspond to the unit to which such garages and driveway spaces respectively appertain.

4. Each fireplace hearth shall be limited in use to the Co-owner of the unit into which such fireplace opens.

5. The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-owner of such unit.

6. The stairway or stairways leading to each second floor unit shall be subject to the exclusive use and enjoyment of the owner of such unit.

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

1. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV B 4 above shall be borne by the Co-owner of each unit to which such limited common elements are appurtenant.

2. The cost of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

LIBER 521 PAGE 17

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

ARTICLE V CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. The condominium Units in the Condominium Project are described in this paragraph with reference to the Condominium Subdivision Plan of Burt View Living Units Condominium attached hereto as Exhibit "B", were prepared by Richard C. Dunn, a registered land surveyor, whose address is 7291 Wolverine Road, Wolverine, Michigan 49799, and Bidstrup & Young, Inc., 617 East Lake Street, Harbor Springs, Michigan 49740. Each Unit shall include all that space contained within the interior unfinished, unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on the floor plans in Exhibit "B" have been or will be physically measured. The building elevations are shown in detail in architectural plans on 35 mm microfilm aperture cards on file with the Department of Building Inspection for Cheboygan County, Michigan.

B. The percentage of value assigned to each Condominium Unit is equal. The number of Units in the Project consists of eighteen. The total value of the Project is 100%. Since each Unit is expected to make approximately the same demand on the common resources of the Project, the percentage of value assigned to each Unit is equal. This percentage of value shall be determinative of each Co-owner's respective share of the Common elements of the Project and the proportionate share of each respective Unit in the proceeds and expenses of administration. The value of each Co-owner's vote at a meeting of this Association of Co-owners shall be equal.

The dimensions of Units and/or Limited Common Elements appurtenant to any Units described in Exhibit "B" may be modified prior to construction, in Developer's sole discretion, by enlargement or reduction in size, by amendment effected solely by the Developer and its successors prior to any modified unit being constructed, but without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is in the proximity of the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Units or Limited Common Elements modifications based upon the method of original determination of percentages of value for the Project. All the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to the Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution and such amendment or amendments to the Master Deed or Burt View Living Units Condominium Condominium and all other documents necessary to effectuate the foregoing.

ARTICLE VI EXPANSION OF CONDOMINIUM

LIBER 521 PAGE 18

The Condominium Project established pursuant to this Consolidating Master Deed of Burt View Living Units and consisting of eighteen (18) units is intended to be the final phase of the Project and to contain in its entirety eighteen (18) Units.

ARTICLE VII
EASEMENTS

A. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS

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

B. EASEMENTS RETAINED BY DEVELOPER

1. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by the condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this condominium, and the denominator of which is comprised of the number of such units plus all other dwelling units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portion thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, tapes, ties into, extends or enlarges any utilities located on the condominium premises, it shall be obligated to pay all the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

ARTICLE VIII
AMENDMENT

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

A. No unit dimensions may be modified without the consent of the Co-owner of such unit nor may the nature or extent of limited common elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any unit to which the same are appurtenant.

B. Prior to the date of the First Annual Meeting of members of the Association, the Developer may amend the Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached as Exhibit "A" as do not materially affect any rights of any Co-owner or mortgagee in the project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage

LIBER 521 PAGE 19

EXHIBIT A

CONDOMINIUM BYLAWS

BURT VIEW LIVING UNITS

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. Burt View Living Units, a residential condominium project located in the Township of Tuscarora, Cheboygan County, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

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

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as a 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 on vote, the value of which shall equal the total of the percentages allocated to the United owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value, Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article 1. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns with respect to which it is paying full monthly assessments.

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

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in

Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

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

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

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

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

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

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

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

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

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(8) To make rules and resolutions in accordance with Article VI, Section II of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To make rules and regulations and/or to enter into agreement with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(11) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the board shall authorize, including but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents

required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and on 30 days' notice at any time for cause.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) of all Co-owners in number and in value.

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

Section 7. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all Units in all phases of development of The Condominium (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all Units in all phases of development of the Condominium have been sold and the purchasers thereof qualified as members of the Association or 24 months after recordation of the Master Deed, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, the Developer shall call a special meeting of members for the purpose of electing at least one person but no more than three persons from among the non-developer Co-owners to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors

and the non-developer Co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

ARTICLE II ASSESSMENTS

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

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

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

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

(b) Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit for (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph. (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors shall not be levied without the prior approval of more than (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 twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment or any part 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 (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

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

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to

make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association shall be entitled to collect all reasonable costs and expenses incurred in pursuing its default remedies as outlined above including, but not limited to, reasonable attorney fees and/or legal expenses.

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

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

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

Section 10. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

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

ARTICLE III ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon 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 unless the parties to any such dispute, claim or grievance agree to submit to arbitration.

ARTICLE IV INSURANCE

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

(a) All such insurance shall be purchased by the Association, and the Co-owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements if the mortgagees of Co-owners so request. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the

Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

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

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

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matter 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, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority, but not be obligated, to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V RECONSTRUCTION OR REPAIR

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

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

(b) If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or

LIBER 521 PAGE 29

more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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

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

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

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the Reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such 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. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

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

LIBER 521 PAGE 30

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

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

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

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

ARTICLE VI RESTRICTIONS

Section 1. No Unit in the Condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy a Unit with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of single family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A Co-owner may rent or lease his Unit for the same purposes set forth in Section 1 of this Article VI, and said lease or rental period is less than two weeks the same shall be approved by the Board of Directors; provided that written disclosure of such rent or lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of this Article VI. With the exception of a lender in possession of a Unit following a default of a mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, not Co-owner shall lease less than an entire Unit in the Condominium. The terms shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangement shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

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

Section 5. No animal, including household pets, shall be maintained by any Co-owner or lessee without the approval of the Board of Directors of the Association. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises.

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

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

Section 8. No trailers, commercial vehicles, boats, snowmobiles or recreational vehicles may be parked or stored upon the premises of the Condominium unless approved by the Board of Directors or unless parked in a garage or in an area specifically designated by the Board of Directors. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car (s) in his garage or on the blacktopped parking area opposite the garages in a manner that will not obstruct traffic or curtail access to garages.

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

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

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, 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

LIBER 521 PAGE 32

provided in Article 1, Section 7 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as 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. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least 21 days before leasing the Condominium Unit and shall supply the Association with a copy of the exact rental or lease form for its review for its compliance with the Condominium Documents. If a Developer desires to rent or lease Condominium Units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing.

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

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

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

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

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

(d) When a Co-owner is in arrearage to the Association for Assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owners Condominium Unit under a lease or rental agreement or to the rental agent and the tenant or the rental agent 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.

Section 14. Except in the flower bed adjacent to the entrance of his lower unit, no Co-owner shall perform any landscaping or plant, trim or remove any trees, shrubs or flowers. Any ornamental materials placed on the Common Elements are subject to Board approval.

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

Section 16. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible 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 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any unit which he offers for sale. Until all Units in the entire Condominium Project (including the initial stage and any successive states) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

ARTICLE VII MORTGAGES

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgage 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 mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

Section 3. Upon request submitted to the Association any institutional holder of a mortgage lien on any Unit in the Condominium shall be entitled to

receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII AMENDMENTS

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

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

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

Section 4. Prior to the First Annual Meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I Sections 3 and 4(b), Article II Sections 3(a), 4 and 7, Article IV Section 1(d), Article V Sections 1, 4, 6, 7, Article VII Section 1, Article VIII Sections 3 and 5, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

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

ARTICLE IX COMPLIANCE

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

ARTICLE X DEFINITIONS

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

LIBER 521 PAGE 35

ARTICLE XI
REMEDIES FOR DEFAULT

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

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

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

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

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

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

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

ARTICLE XII
SEVERABILITY

LIBER 521 PAGE 36

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.

DEVELOPER:

NOR-LAND INVESTMENTS
4041 S. STRAITS HWY.
INDIAN RIVER, MICHIGAN 49749

SURVEYOR:

RICHARD C. DUNN
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799

SURVEYOR:

BIDSTRUP & YOUNG, INC.
617 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740

EASEMENT DESCRIPTION:

INCLUDING A NON-EXCLUSIVE 16 FT. WD. EASEMENT FOR MAINTENANCE OF WATER LINES AND WATER WELLS. THE CENTERLINE OF WHICH IS DESCRIBED AS BEGINNING AT A POINT ON THE WESTERLY LINE OF ABOVE DESCRIBED PARCEL 229.96 FEET N04°22'50"E. FROM THE SOUTHWEST CORNER THEREOF AND EXTENDING THENCE S.89°23'W. 47.24 FEET; THENCE N.76°28'W. 199.00 FEET; THENCE S.01°12'W. 112.28 FEET TO THE NORTHERLY WELL; THENCE S.04°22'30"W. 50.00 FEET TO THE POINT OF ENDING AT THE SOUTHERLY WELL AND ALSO INCLUDING A WELL ISOLATION AREA OF A RADIUS OF 100 FEET FROM THE CENTER OF EACH WELL. THE WELL ISOLATION AREA SHALL BE FURTHER SUBJECT TO THE MAINTENANCE OF THE INTEGRITY OF THE WELL ISOLATION AREA WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, AN ABSOLUTE PROHIBITION OF THE STORAGE OR DISPOSAL OF ANY SUBSTANCES OR MATERIALS WHICH COULD IN ANY WAY CONTAMINATE OR POLLUTE WATER IN ANY MANNER WHATSOEVER, ADDITIONALLY ANY SUBSTANCES OR MATERIAL PROHIBITED BY THE PROVISION TO MAINTAIN THE INTEGRITY OF THE WELL ISOLATION AREA SHALL NOT BE TRANSPORTED OVER OR ABOVE THE WELL ISOLATION AREA AT ANY TIME OR IN ANY MANNER.

REPLAT NO. 2 OF CHEBOYGAN COUNTY CONDOMINIUM SUBDIVISION NO. 1 EXHIBIT "B" TO THE AMENDED MASTER DEED OF BURT VIEW LIVING UNITS CONDOMINIUM VILLAGE OF INDIAN RIVER, CHEBOYGAN COUNTY, MICHIGAN

PROPERTY DESCRIPTION

PROPERTY SITUATED IN SECTION 26, TUSCARORA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN, VIZ:

PART OF GOVERNMENT LOT 2, SECTION 26, T.35N., R.3W., TUSCARORA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE NORTHERLY R.O.W. LINE OF HIGHWAY M-68 (100 FEET WIDE) DISTANT 421.9 FEET N04°22'50"E. AND 890.00 FEET S.84°49'20"E. FROM THE WEST 1/4 CORNER OF SAID SECTION 26 AND EXTENDING THENCE N04°22'50"E. 456.85 FEET; THENCE S.73°58'10"E. 182.39 FEET AND S.87°48'10"E. 231.49 FEET ALONG A TRAVERSE LINE ON THE HIGH BANK OF BURT LAKE; THENCE N04°22'50"E. 99.42 FEET TO A POINT ON THE SHORE OF BURT LAKE; THENCE S.84°49'20"E. 10.00 FEET ALONG THE SHORE OF BURT LAKE; THENCE S.28°09'45"E. 13.58 FEET; THENCE S.03°24'44"E. 46.90 FEET; THENCE S10°07'52"W. 38.69 FEET; THENCE S10°05'22"W. 94.05 FEET; THENCE S13°44'17"W. 59.33 FEET; THENCE N84°49'20"W. 100.00 FEET; THENCE S.04°22'50"W. 285.43 FEET; THENCE N84°49'20"W. 410.00 FEET ALONG THE NORTHERLY R.O.W. LINE OF SAID HIGHWAY M-68 (100 FEET WIDE) TO THE POINT OF BEGINNING. THIS PARCEL EXTENDS TO THE WATERS EDGE OF BURT LAKE ALONG ITS SIDELINES EXTENDED RESERVING A NON-EXCLUSIVE EASEMENT OVER THE EXISTING STAIRWAY TO BURT LAKE GRANTED TO TWO PROPERTY OWNERS ADJACENT TO LAND EAST OF DESCRIBED PARCEL 19 AND AS RECORDED IN LIBER 498 OF DEEDS ON PAGE 119 AND LIBER 503 OF DEEDS ON PAGES 373 & 374, CHEBOYGAN COUNTY RECORDS. THIS PARCEL CONTAINS 1.96 ACRES OF LAND MEASURED TO THE WATERS EDGE OF BURT LAKE.

LIBER 521 PAGE 37

- SHEET INDEX
- 1. COVER SHEET
 - 2. SURVEY PLAN
 - 3. UTILITY PLAN
 - 4. SITE PLAN
 - 5. FIRST FLOOR PLAN
 - 6. FIRST FLOOR PLAN
 - 7. SECOND FLOOR PLAN
 - 8. SECOND FLOOR PLAN
 - 9. SECTIONS
 - 10. SECTION
 - 11. FIRST FLOOR PLAN BUILDING 2
 - 12. SECOND FLOOR PLAN BUILDING 2
 - 13. SECTIONS BUILDING 2
 - 14. SECTIONS BUILDING 2

NOTE THE ASTERISK(*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS OR ARE NEW SHEETS WHICH ARE REVISED, DATED JUNE 19, 1986. THESE SHEETS WITH THIS SUBMISSION ARE TO BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

95-BUILT SEPT 1, 1989

REVISED JUNE 2, 1989



THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
617 EAST LAKE STREET
HARBOR SPRINGS, MICHIGAN

REVISED BY:
RICHARD C. DUNN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799

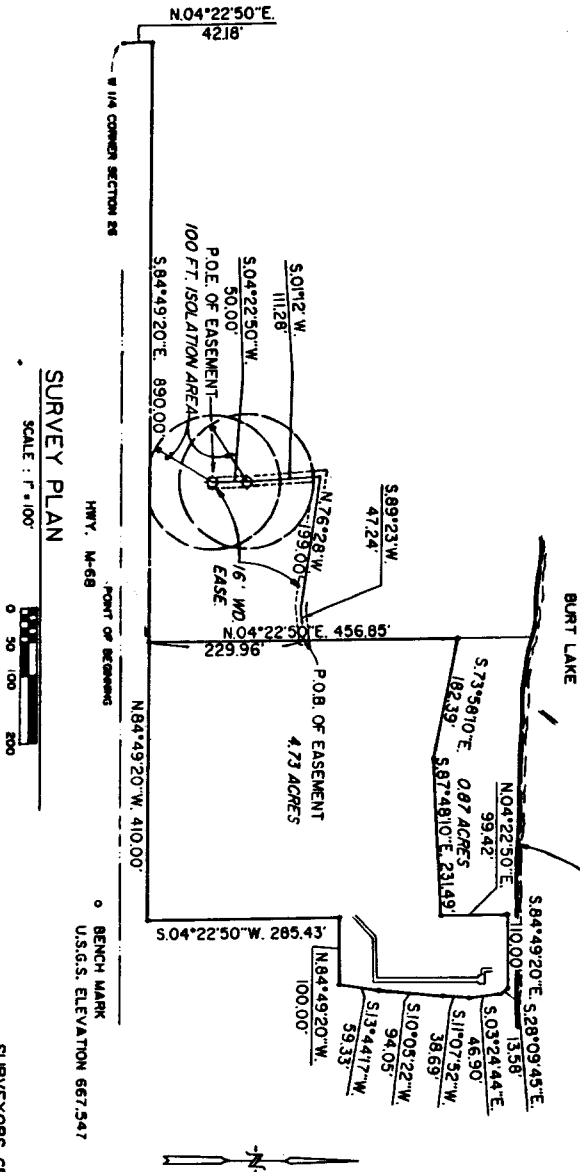
* BASED ON A SURVEY BY RICHARD C. DUNN L.S. NO.12020

JAMES E. YOUNG P.E., L.S. NO. 24626
DATE: JUNE 19, 1986

BURT VIEW LIVING UNITS

COVER

LAKE ELEVATION
594.6 U.S.G.S.
(DATE JUNE 14, 1989)
FLOOD PLAN ELEVATION
596.00 U.S.G.S.
AS ESTABLISHED BY DNR



SURVEY PLAN

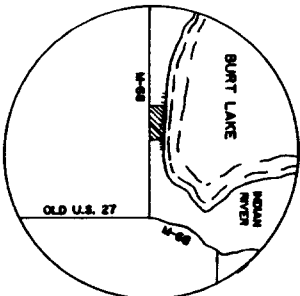
SCALE: 1" = 100'



SOURCE OF INFORMATION
FOR BEARINGS AND COORDINATES
WAS OBTAINED FROM RECORDED
DEED, CHEBOYGAN COUNTY, MICHIGAN,
LIBER 388 PAGE III.

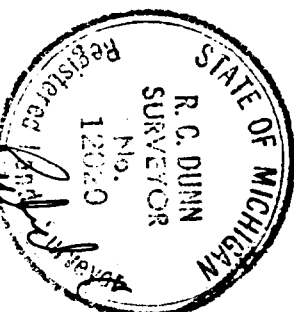
NOTE:
EASEMENT IN FAVOR OF CONSUMERS POWER
COMPANY FOR THE PURPOSE OF TRANSMITTING
AND DISTRIBUTING ELECTRICITY AND / OR
CONDUCTING A COMMUNICATION BUSINESS ON,
IN, UNDER, OVER, THROUGH AND ACROSS
SUBJECT PROPERTY AS RECITED IN THE
INSTRUMENT RECORDED IN LIBER 388, PAGES
133 THROUGH 136, CHEBOYGAN COUNTY
RECORDS, (COVERS ALL OF SUBJECT
PROPERTY).

LOCATION PLAN
NO SCALE



SURVEYORS CERTIFICATE

I, RICHARD C. DUNN, REGISTERED LAND SURVEYOR
OF THE STATE OF MICHIGAN, HEREBY CERTIFY,
THAT THE SUBDIVISION PLAN KNOWN AS CHEBOYGAN
COUNTY SUBDIVISION PLAN NO. 1, AS SHOWN ON
THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY
ON THE GROUND MADE UNDER MY DIRECTION, THAT
THERE ARE NO EXISTING ENCROACHMENTS UPON THE
LANDS AND PROPERTY HEREIN DESCRIBED;
THAT THE REQUIRED MONUMENTS AND IRON MARKERS
HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY
RULES PROMULGATED UNDER SECTION 142 OF ACT 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 THE PUBLIC ACTS OF 1978,
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON
SURVEY PLAN AS REQUIRED BY THE RULES
PROMULGATED UNDER SECTION 142 OF ACT NO. 59
OF THE PUBLIC ACTS OF 1978.



AS BUILT SEPT 1, 1989

REVISED BY:
RICHARD C. DUNN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49739

REVISED JUNE 2, 1989

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG INC.
617 EAST LAKE STREET
HARBOR SPRINGS, MICHIGAN

RICHARD C. DUNN
REGISTERED LAND SURVEYOR
REGISTRATION NO. 12020
7253 MELLODY ROAD
WOLVERINE, MI. 49739



BURT VIEW LIVING UNITS

SURVEY & FLOOD PLAN

2

JAMES E. YOUNG P.E., L.S. NO. 24626
DATE, JUNE 19, 1986

BURT LAKE

39

PAGE

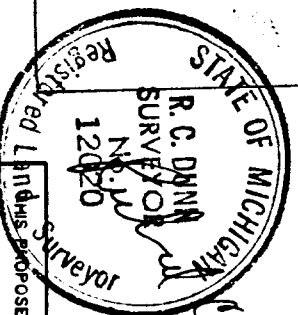
521

LIBER

- LEGEND
- G - GAS
 - W - WATER
 - S - SEPTIC
 - P - POWER
 - A - TELEPHONE BANK
 - O - GAS METER BANK
 - B - ELECTRIC METER BANK
 - - SEPTIC TANK
 - - Dosing Tank
 - ▲ - T.V. JUNCTION BOX
 - - T.V. TOWER
 - - TELEPHONE BOX
 - - TV CABLE

NOTES:
-NO STORM SEWERS ARE PLANNED FOR THE PROJECT
-WATER IS METERED AT WELL HOUSE ONLY
-ALL UTILITIES SHOWN ON THIS SHEET MUST BE BUILT

AS BUILT SEPT 14, 1989



REVISED JUNE 2, 1989

BIDSTRUP & YOUNG INC.
617 EAST LAKE STREET
HARBOR SPRINGS, MICHIGAN

REVISED BY:
RICHARD C. DUNN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799

JAMES E. YOUNG P.E., L.S. NO. 24626
DATE: JUNE 19, 1986

UTILITY	NAME & LOCATION
SANITARY SEWER	FIELD OBSERVATION
WATER	FIELD OBSERVATION
ELECTRIC	FIELD OBSERVATION
TELEPHONE	FIELD OBSERVATION
GAS	FIELD OBSERVATION
CABLE TV	FIELD OBSERVATION



SCALE 1" = 40'

A - N - D

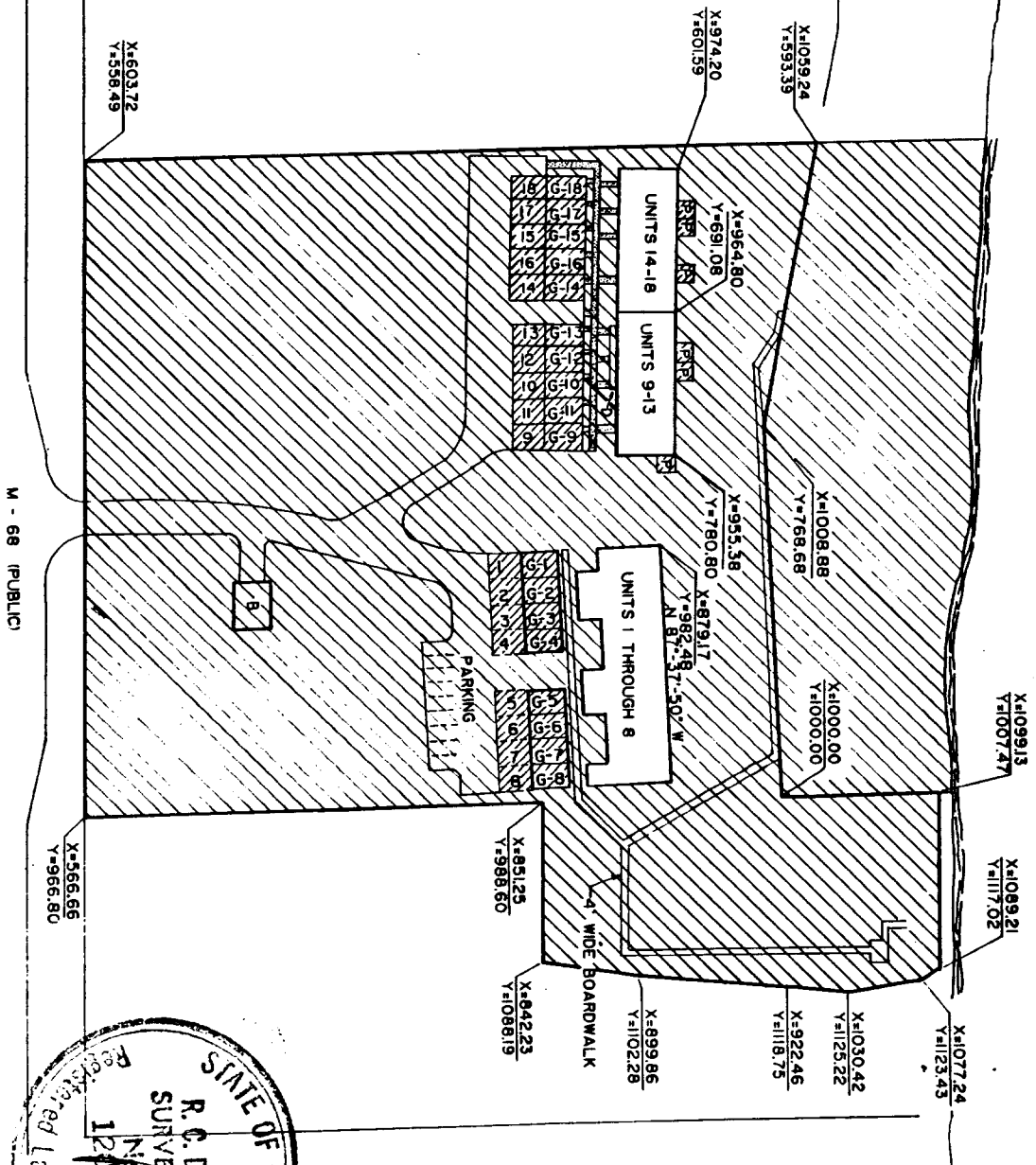
BURT VIEW LIVING UNITS

UTILITY PLAN

3

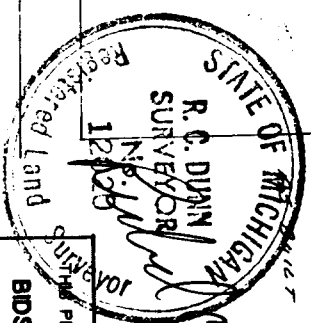
86-095

BURT LAKE



LIBER 521 PAGE 40

- LEGEND
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - GARAGE ASSIGNED TO UNIT NUMBER SHOWN HERE ON
 - MAINTENANCE BUILDING
 - CONCRETE WALK
 - PORCH
 - DECK
 - CONCRETE BLOCK FOUNDATION WALL



REVISED JUNE 2, 1989

BIDSTRUP & YOUNG INC.

617 EAST LAKE STREET
HARBOR SPRINGS, MICHIGAN
REVISED BY:
RICHARD C. DUNN, L.S. NO. 12020
7281 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799

JAMES E. YOUNG P.E., L.S. NO. 24626
DATE: JUNE 19, 1985

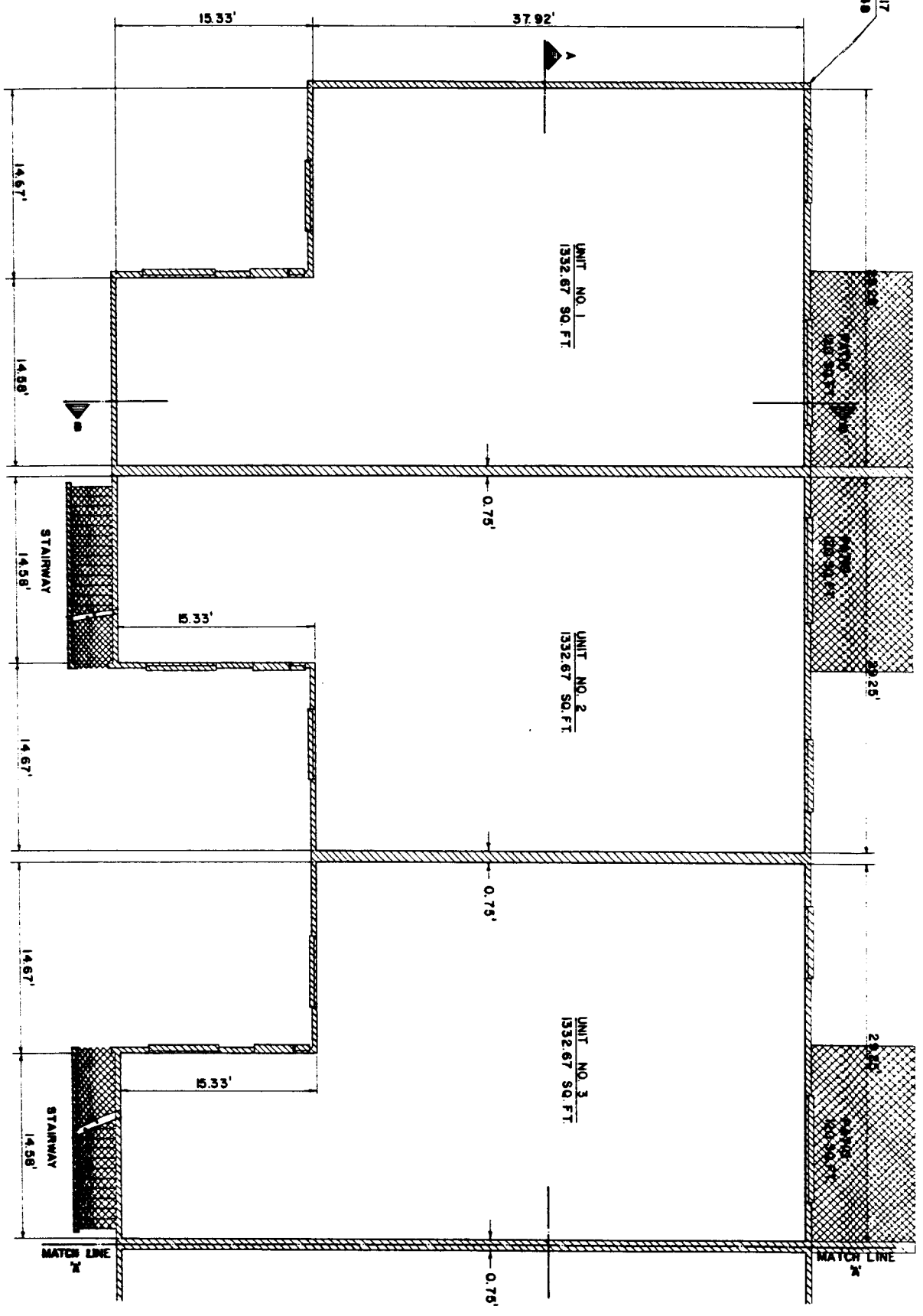
BURT VIEW LIVING UNITS

SITE PLAN

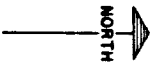
4

NOTES:
GARAGE DIMENSIONS ARE 24'-11 1/2"
FOR DECK & PORCH DIMENSIONS UNITS 9-13 SEE
SHEETS 11&12
ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT

X= 879.17
Y= 982.48



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTE: ALL EXTERIOR WALLS ARE 0.75' UNLESS OTHERWISE NOTED

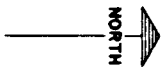
NOTE: ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED



WILLIAMS
nichols
richthaus

BUILT VIEW
LIVING UNITS
CONDOMINIUM

REVISED BY:
RICHARD C. DUINN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799
AS - BUILT SEPT. 1, 1989



— LIMITS OF OWNERSHIP

 GENERAL COMMON ELEMENT

 LIMITED COMMON ELEMENT

NOTE: ALL EXTERIOR WALLS ARE 0.375' UNLESS OTHERWISE NOTED.

NOTE: ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED.

**wulf
nichols
architects**



**BURT VIEW
LIVING UNITS
CONDOMINIUM**

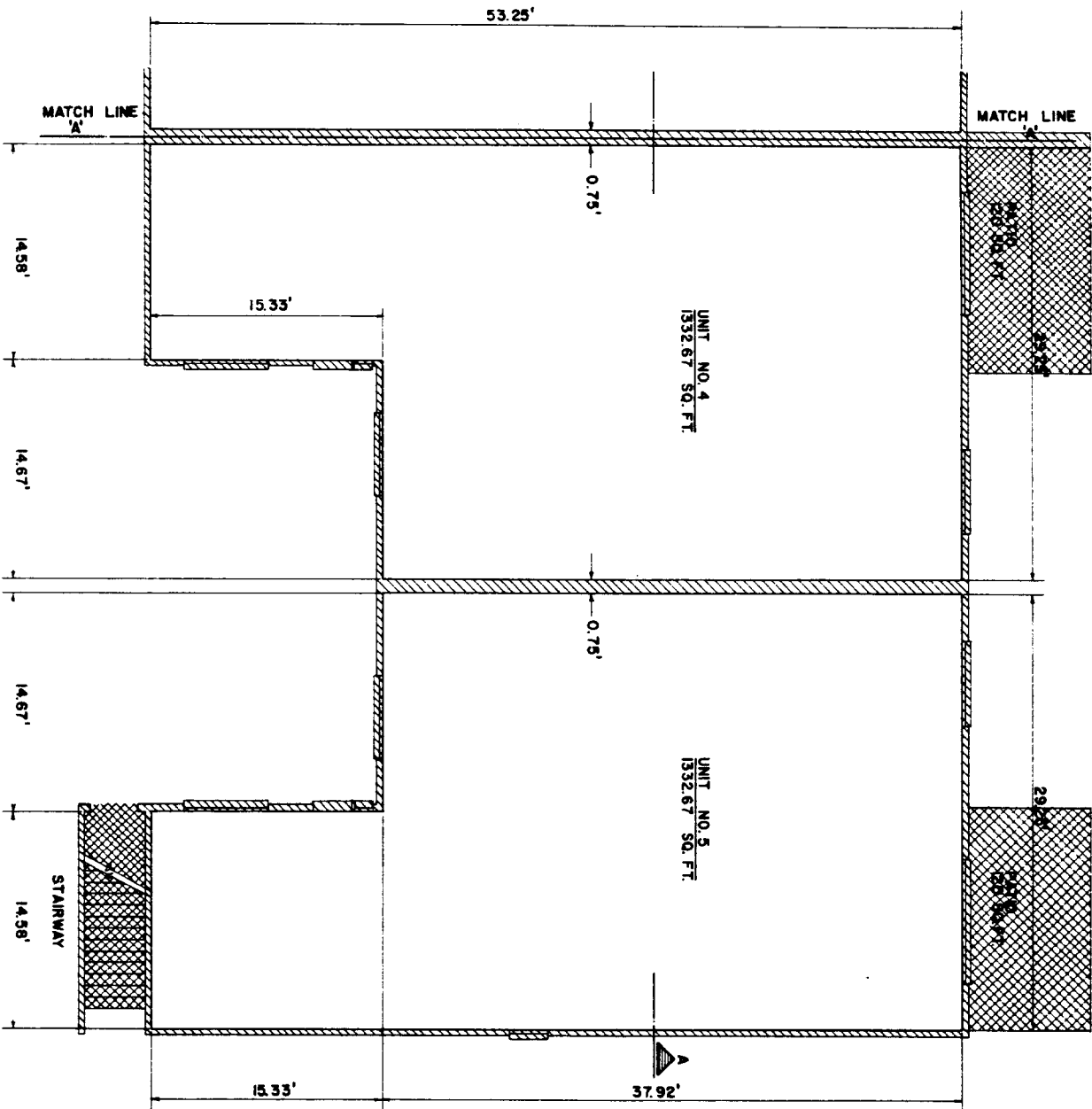


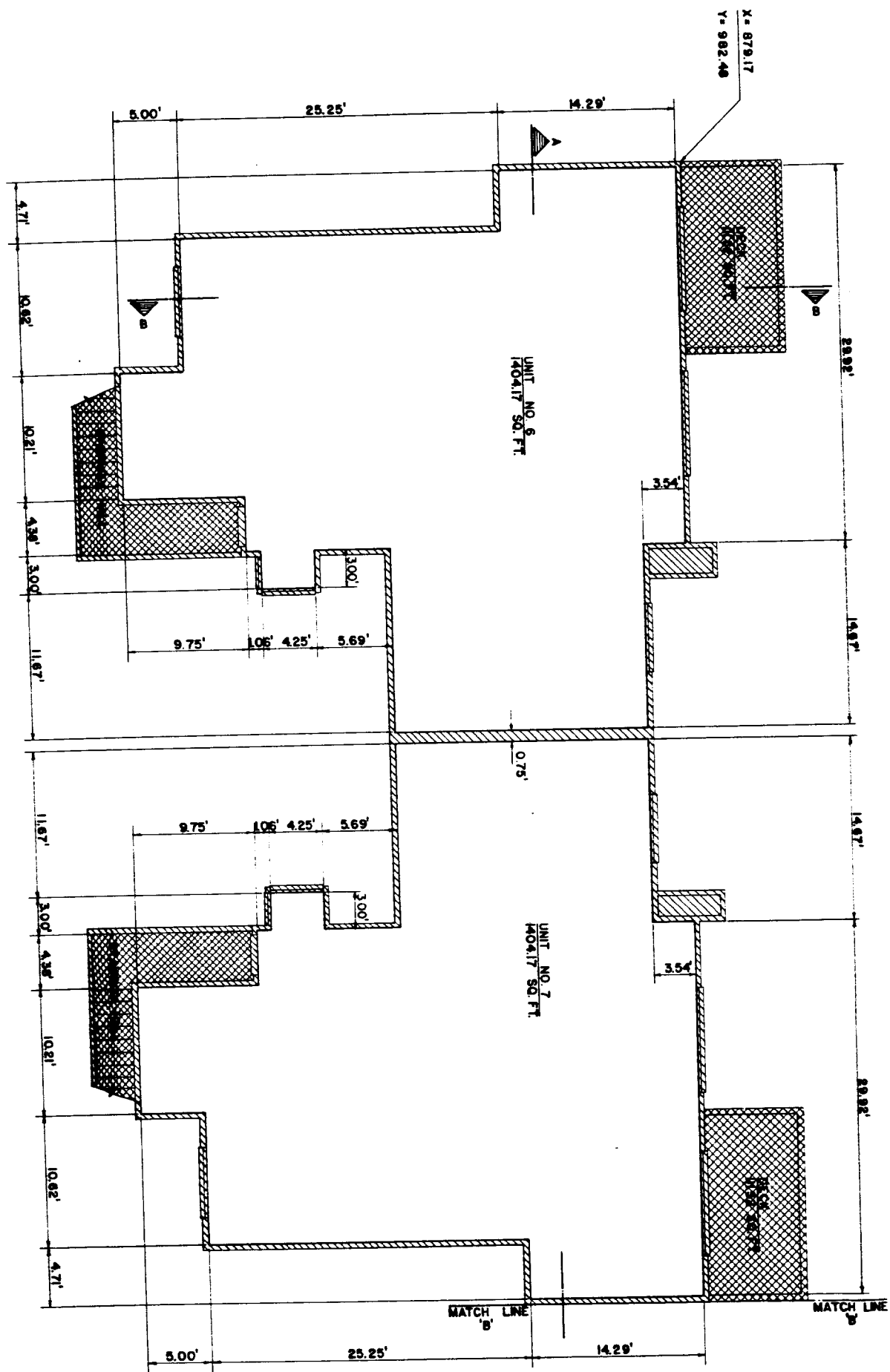
REVISED BY:
RICHARD C. DUINN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799
AS - BUILT SEPT. 1, 1989

PROPOSED 1-24-80

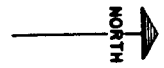
SHEET 6

FIRST FLOOR PLAN
SCALE
0' 1" 2" 3" 4" 5" 6"





SECOND FLOOR PLAN
SCALE 0" = 1'-0"



LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

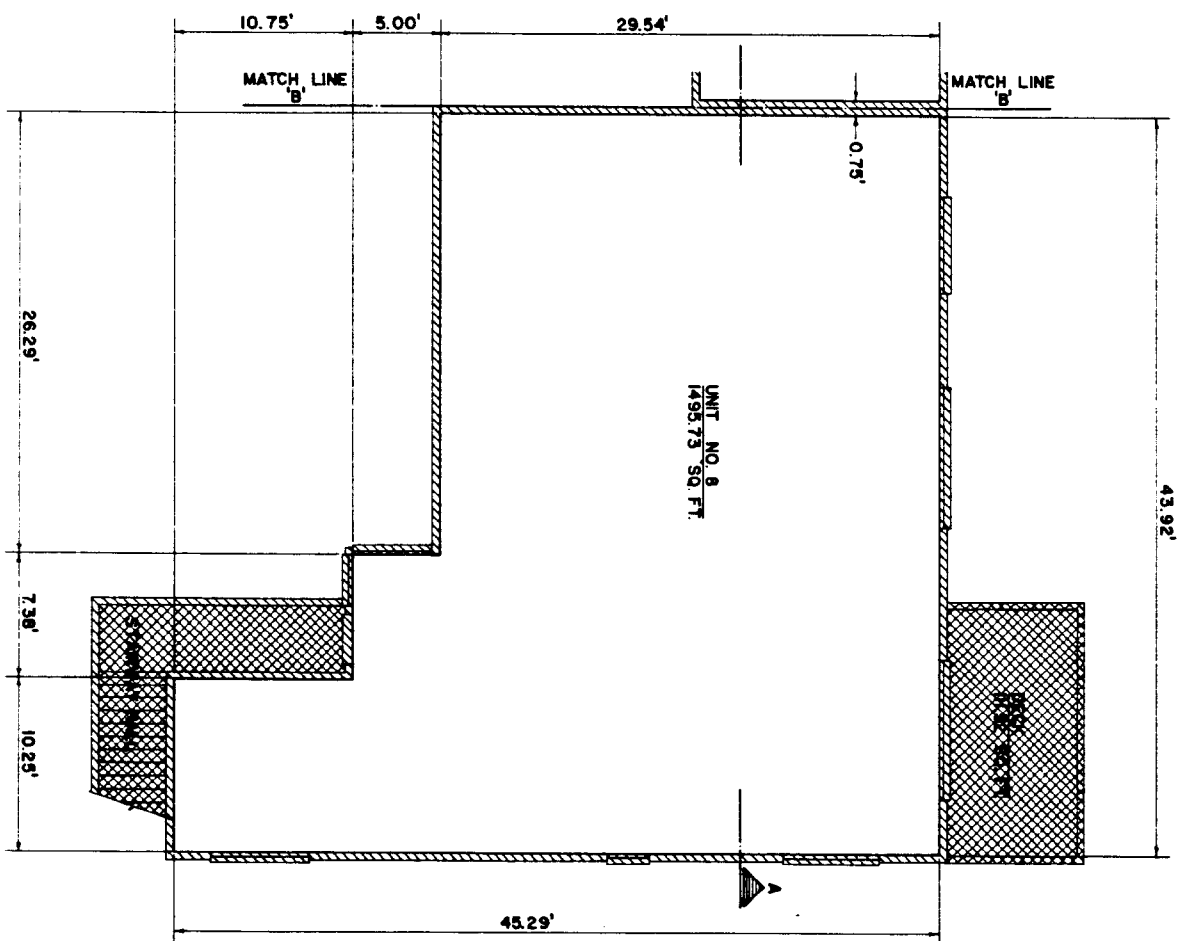
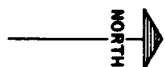
NOTE: ALL EXTERIOR WALLS ARE 0.375 UNLESS OTHERWISE NOTED.

NOTE: ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED.



william
nichols
architects
BURT VIEW
LIVING UNITS
CONDOMINIUM

REVISED BY:
RICHARD C. DUINN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799
AS - BUILT SEPT. 1, 1989



SECOND FLOOR PLAN
SCALE 0 1 2 3 4 5 6

LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTE: ALL EXTERIOR WALLS ARE 0.375' UNLESS OTHERWISE NOTED.

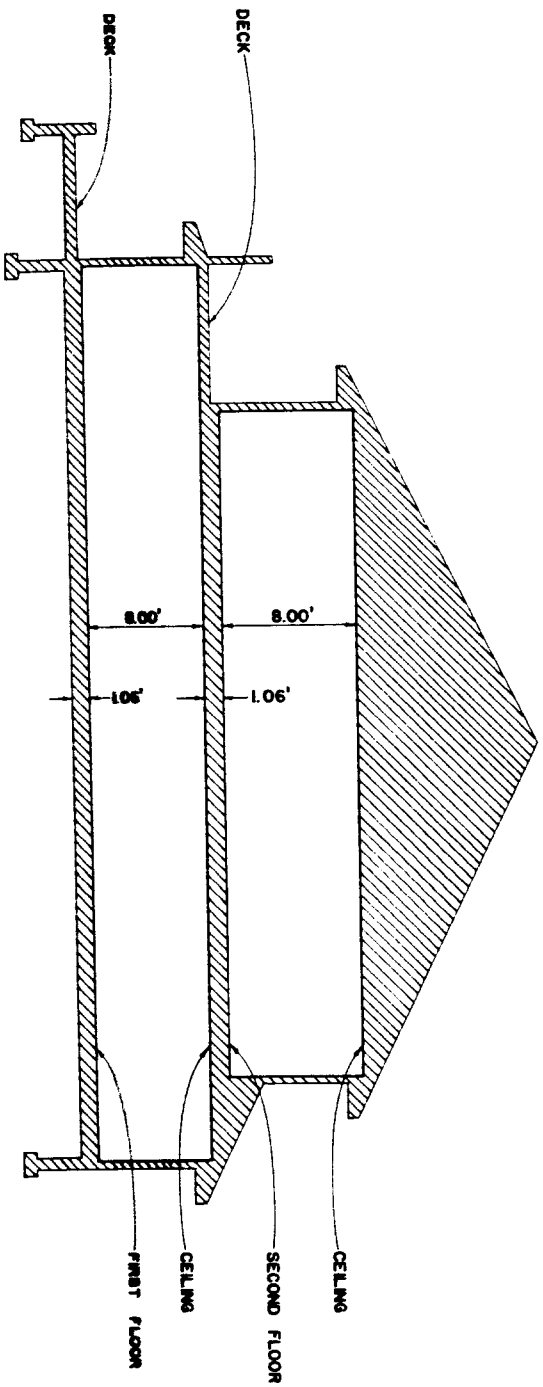
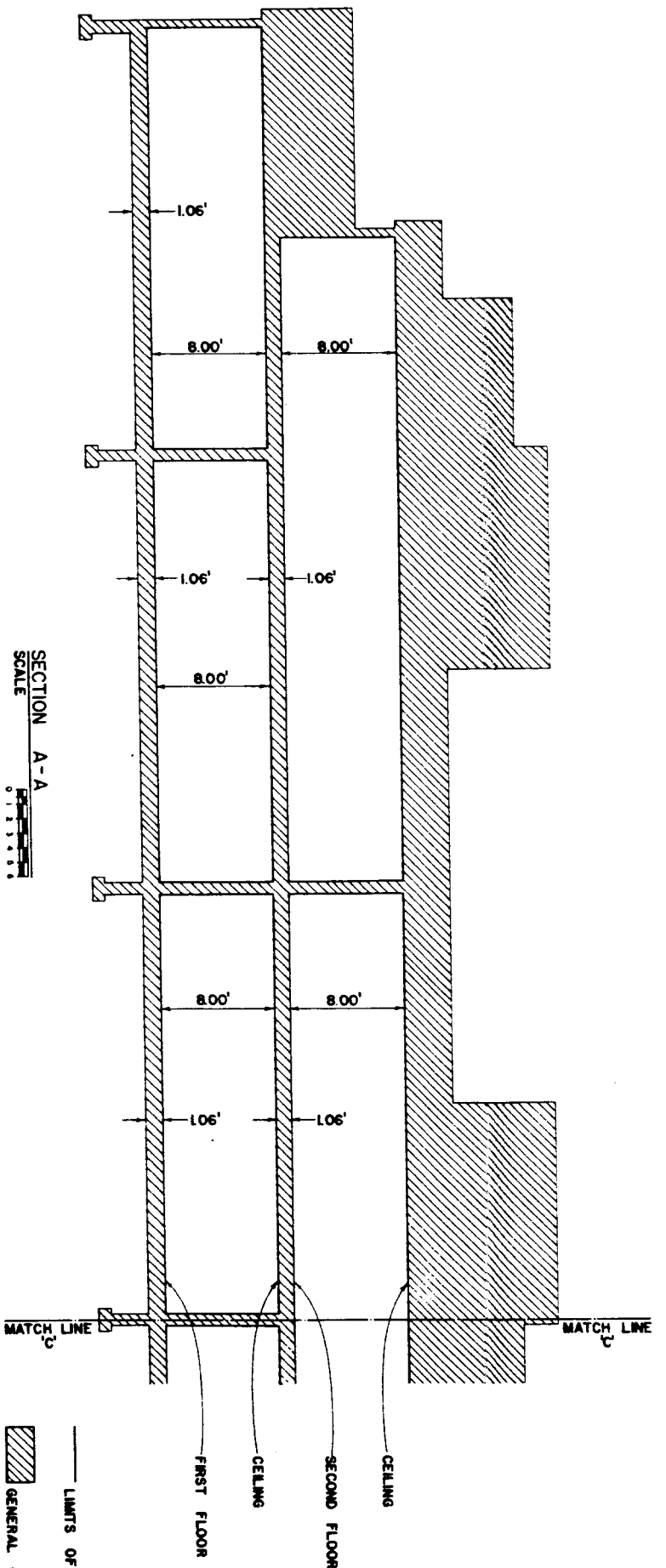
NOTE: ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED.

william
nichols
architects

BURT VEW
LIVING UNITS
CONDOMINIUM



REVISED BY:
RICHARD C. DUNN, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799
AS - BUILT SEPT. 1, 1989



NOTE: FIRST FLOOR ELEVATION
667.66 (U.S.G.S DATUM)

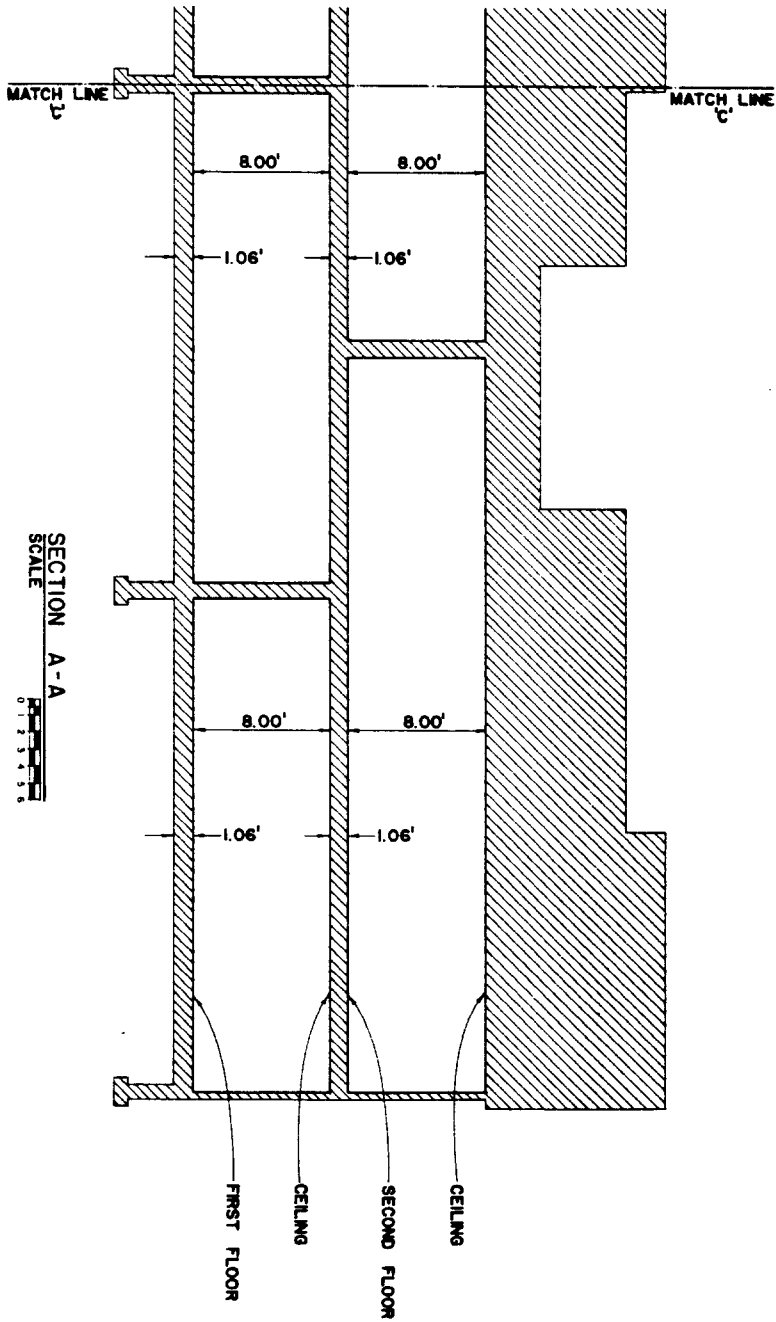


WILLIAMS
nichols
architects
BUILT VIEW
LIVING UNITS
CONDOMINIUM

REVISED BY:
RICHARD C. DUNK, L.S. NO. 12020
7291 WOLVERINE ROAD
WOLVERINE, MICHIGAN 49799
AS - BUILT SEPT. 1, 1989

PROPOSED 1-24-80

SHEET 9



SECTION A-A
SCALE
0 1 2 3 4 5 6

LIBER 521 PAGE 46

LIMITS OF OWNERSHIP
GENERAL COMMON ELEMENT

NOTE: FIRST FLOOR ELEVATION
667 66 (U.S.G.S. DATUM)

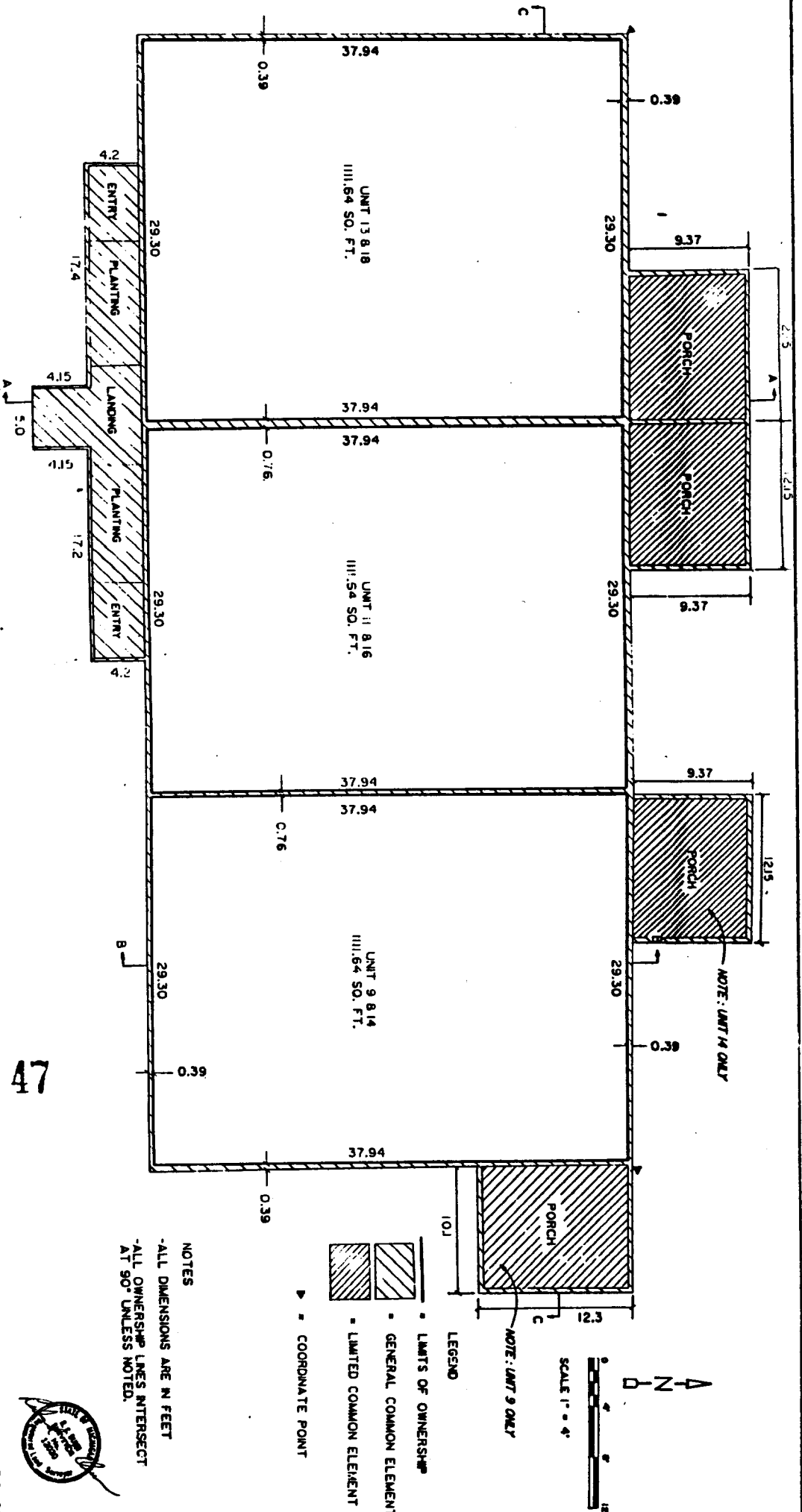


wuff
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architects
BURT VIEW
LIVING UNITS
CONDOMINIUM

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AS - BUILT SEPT. 1, 1989

PROPOSED 1-24-80

SHEET NO



LIBER 521 PAGE 47

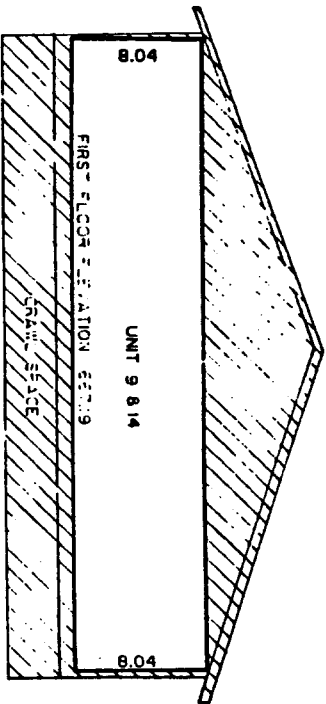
BURT VIEW LIVING UNITS

FIRST FLOOR PLAN BUILDING 2

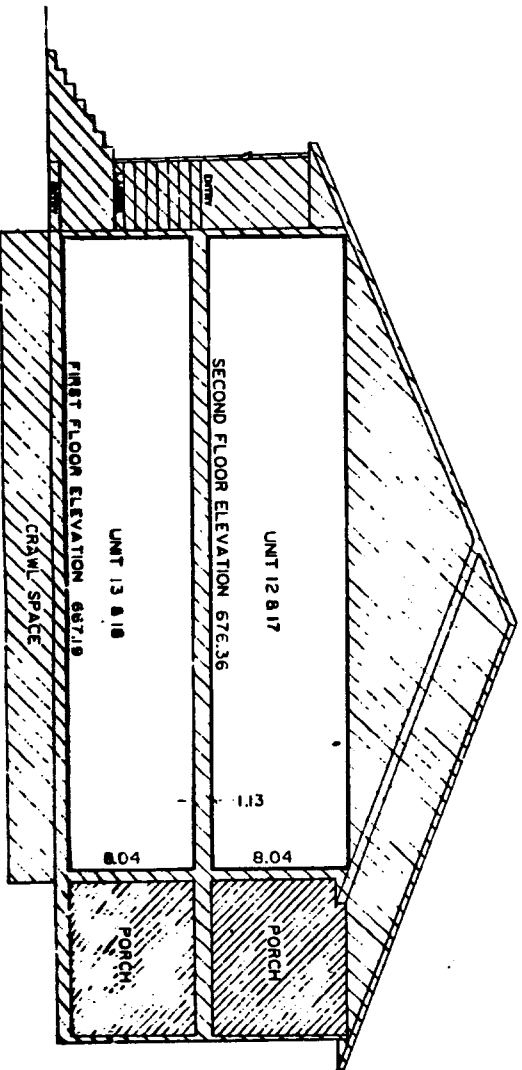
11

26-075

- LEGEND
- LIMIT OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT



SECTION 3-B



SECTION A-A

SCALE 1" = 4'

NOTES:

- ALL DIMENSIONS ARE IN FEET.
- ALL OWNERSHIP LINES INTERSECT AT 90° UNLESS NOTED.
- ELEVATIONS ARE USGS DATUM



REVISED JUNE 2, 1989

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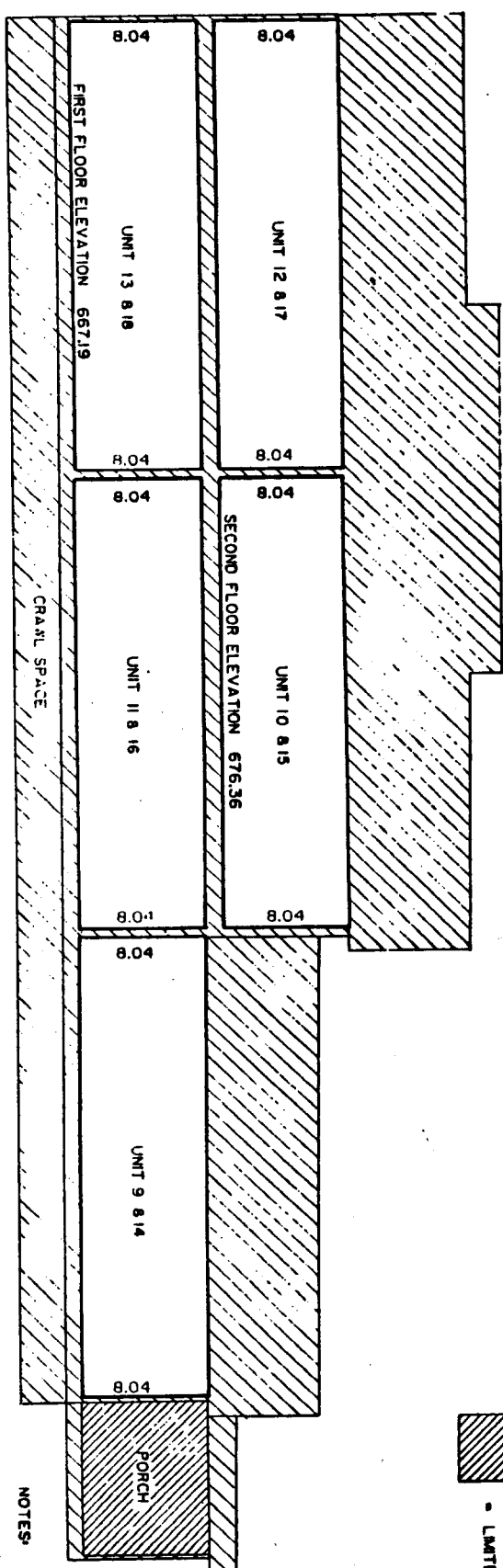
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 DATE: JUNE 16, 1986

BURT VIEW LIVING UNITS

SECTIONS BUILDING 2

13



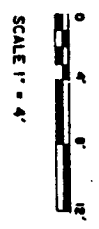
SECTION C-C

- LEGEND
- LIMIT OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT

LIGER 521 PAGE 50

NOTES:

- ALL DIMENSIONS ARE IN FEET.
- ALL OWNERSHIP LINES INTERSECT AT 90° UNLESS NOTED.
- ALL ELEVATIONS ARE USGS DATUM



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BURT VIEW LIVING UNITS	SECTIONS BUILDING 2	14
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