

THUNDER BAY LAKE CONDOMINIUM

(A Site Condominium)

**PURCHASER INFORMATION
BOOKLET**

THUNDER BAY LAKE CONDOMINIUM

(A SITE CONDOMINIUM)

EXPLANATION FORM PURSUANT TO SECTION 84a OF THE MICHIGAN CONDOMINIUM ACT, AS AMENDED

Section 84a of the Michigan Condominium Act (the "Act") requires a developer to provide copies of the following documents to a prospective purchaser of a condominium unit.

- (a) The recorded Master Deed;
- (b) A copy of a Purchase Agreement that conforms with Section 84a of the Act, as amended, and that is in a form in which the purchaser may sign the agreement;
- (c) The Condominium Buyer's Handbook; and,
- (d) A Disclosure Statement relating to the project containing the information required by Section 84a of the Act.

These requirements are designed to enable the purchaser to review the important provisions of the condominium documents.

The Developer has put together this Purchaser Information Booklet for *THUNDER BAY LAKE CONDOMINIUM* containing the documents required by Section 84a of the Michigan Condominium Act, as amended, except the Condominium Buyers Handbook, which is being provided to you separately, and in addition, other documents which may be of interest to prospective purchasers.

Purchaser hereby acknowledges receipt from Developer of a copy of the Purchaser Information Booklet, which includes the following documents for *THUNDER BAY LAKE CONDOMINIUM*:

- (1) This Explanation Form;
- (2) The Disclosure Statement;
- (3) The recorded Master Deed;
- (4) The Condominium By-Laws;
- (5) The Condominium Subdivision Plan;
- (6) The Purchase Agreement.

Any Purchase Agreement which has been or may in the future be executed between Purchaser and Developer will become binding on the first to occur of (a) the expiration of nine (9) business days from the date set forth below; or (b) the execution of a Purchase Agreement. The calculation of such nine (9) business period shall not include the date set forth below unless it is a business day. The term "business day" as used in this Acknowledgement means a day other than a Saturday, Sunday or legal holiday.

A copy of any Purchase Agreement executed between a purchaser and the Developer will be given to the purchaser at the time of execution separate and apart from the Purchaser Information Booklet.

The signature of Purchaser upon this Acknowledgement is *prima facie* evidence that documents contained in the Purchaser Information Booklet and the Condominium Buyers Handbook were received and understood by Purchaser. This Acknowledgement has been executed by Purchaser on _____, 200__.

THUNDER BAY LAKE CONDOMINIUM OWNER'S ASSOCIATION, INC.
A Michigan Non Profit Corporation

CONDOMINIUM OWNER'S ASSOCIATION BYLAWS

ARTICLE I. ADOPTION OF CONDOMINIUM BYLAWS

The Condominium Bylaws of Thunder Bay Lake Condominium, a site condominium, (the "Condominium Bylaws"), as attached to the Master Deed and recorded in Liber 456, Pages 551 through 581, Montmorency County, Michigan Records, are hereby incorporated by reference and adopted in their entirety as part of the Bylaws of this Corporation. The Corporation is therein and hereinafter referred to as the "Association".

ARTICLE II. MEETINGS

SECTION 1. PROCEDURE. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Chairperson. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Condominium Bylaws, the Master Deed or the laws of the State of Michigan.

SECTION 2. MEETINGS. The first meeting of members of the Association shall be held in accordance with Article I, section 7 of the Condominium Bylaws. The date, time and place of the first meeting shall be set by the Chairperson, and at least ten (10) days' written notice thereof shall be given to each member. Thereafter, annual meetings of members of the Association shall be held on the first Tuesday of July in each succeeding year at such time and place as shall be determined by the Chairperson. At such meetings there shall be elected by ballot of the members a Chairperson in accordance with the requirements of Article III of the Bylaws and Article I, Section 7 of the Condominium Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

SECTION 3. SPECIAL MEETINGS. Special meetings of the members of the Association shall be held in accordance with the provisions of Article I, Section 2, of the Condominium Bylaws.

SECTION 4. NOTICE. It shall be the duty of the Chairperson to serve notice of each annual, special or other meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the notice required to be filed with the Association by article I, Section 2, of the Condominium Bylaws shall be deemed notice served.

SECTION 5. ADJOURNMENT. If any meeting of members cannot be held because a quorum, as defined in the Condominium Bylaws, is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

SECTION 6. ATTENDANCE VIA CONFERENCE TELEPHONE OR SIMILAR COMMUNICATIONS EQUIPMENT. A member may attend and participate in a meeting of members via a

conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Such participation by a member in a meeting shall constitute presence in person at the meeting.

ARTICLE III. CHAIRPERSON

SECTION 1. ELECTION; TERMS. The first or initial Chairperson appointed by the Developer shall manage the affairs of the Association until a successor Chairperson is elected at the first meeting of members of the Association convened at the time required by Article II, Section 2, of these Bylaws. Such successor Chairperson shall be elected by the Developer and by the non-Developer members, as provided by Article I, Section 7, of the Condominium Bylaws. The Chairperson shall serve one (1) year terms, unless they sooner resign, are removed pursuant hereto or are replaced in accordance with the provisions of the Condominium Bylaws. The Chairperson shall hold office until his or her successor has been elected and hold their first meeting.

SECTION 3. POWERS. The Chairperson shall have the powers and duties set forth in the Condominium Bylaws.

SECTION 4. REMOVAL. At any regular meeting of the Association duly called, and at any special meeting of the Association called in whole or in part for such purpose, and subject to the requirements of Article II hereof, the Chairperson may be removed with or without cause by a vote of those members entitled to vote in an election of such Chairperson's replacement, unless the votes cast against the Chairperson's removal would be sufficient to elect the Chairperson if then cumulatively voted in an election in which the Chairperson would be standing for election. At that time, a successor shall then and there be elected to fill the vacancy thus created. A successor Chairperson so elected shall serve until the end of the term of the person he or she was elected to replace. Any Chairperson whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

ARTICLE IV. FINANCE

SECTION 1. HANDLING. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

SECTION 2. FISCAL YEAR. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Chairperson. The commencement date of the fiscal year shall be subject to change by the Chairperson for accounting reasons or other good cause.

SECTION 3. DEPOSITORY. The funds of the Association shall be deposited in such banks as may be designated by the Chairperson and shall be withdrawn only upon the check or order of officers, employees or agents as are designated by resolution of the Chairperson from time to time.

ARTICLE V. INDEMNIFICATION

The Association shall indemnify every Chairperson as provided in Article I, Section 6, of the condominium Bylaws.

ARTICLE VI. AMENDMENTS

SECTION 1. METHOD. These Bylaws (but not the Condominium Bylaws) may be amended by the Association, at a duly constituted meeting for such purposes, by affirmative vote of two-thirds (2/3rds) majority of the members present in person or by proxy, as provided in the Condominium Bylaws.

SECTION 2. PROPOSED. Amendments to these Bylaws may be proposed by the Chairperson or by instrument in writing signed by a member of the Association.

SECTION 3. MEETING. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II, Section 3 of these Bylaws.

SECTION 4. EFFECTIVE DATE. Any amendment to these Bylaws shall be effective upon adoption of the same in accordance with Section 1 or 4 of this Article VII without approval by the State of Michigan and without recording in the office of the register of Deeds.

SECTION 5. DISTRIBUTION. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption, but failure to make such distribution shall not effect the validity of any amendment otherwise duly adopted.

ARTICLE VII. COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Act, and with the duly recorded Master Deed of the Condominium Project and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of the Condominium Act, or other applicable law, or with the provisions of the Master Deed or the Exhibits thereto, The provision of the Act, law and said Master Deed shall be controlling, as set forth in Article IX of the Condominium Bylaws.

DISCLOSURE STATEMENT

FOR

THUNDER BAY LAKE CONDOMINIUM (A Site Condominium)

A residential site condominium project consisting of EIGHT (8) units.

DEVELOPED BY:

**SECLUDED LAND COMPANY, L.L.C.,
a Wisconsin Limited Liability Company
9986 Highway 35
DeSoto, Wisconsin 54624**

**THIS DISCLOSURE STATEMENT IS NOT A
SUBSTITUTE FOR THE MASTER DEED, THE
CONDOMINIUM BUYER'S HANDBOOK, OR
OTHER LEGAL DOCUMENTS AND ALL
BUYERS SHOULD READ ALL DOCUMENTS TO
FULLY ACQUAINT THEMSELVES WITH THE
PROJECT, AND THEIR RIGHTS AND
RESPONSIBILITIES RELATING THERETO.**

**WE RECOMMEND THAT YOU SEEK
PROFESSIONAL ASSISTANCE PRIOR TO THE
PURCHASE OF A CONDOMINIUM UNIT.**

3. **ELECTRICAL.** The electrical wiring network throughout the Project, up to the point of entry into each unit;

4. **TELEPHONE:** The telephone wiring network throughout the Project up to the point of entry into each unit;

5. **TELECOMMUNICATIONS:** Telecommunication receivers/transmitters and systems, including cable television, if any, up to the point of entry into each unit;

6. **MISCELLANEOUS:** 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 existence, upkeep and safety of the Project.

B. **BUDGET AND ASSESSMENTS.** At the closing, each Co-Owner will pay an annual assessment, prorated to the date of closing, as his share of the common expenses of the Project. Assessment payments thereafter regarding the Project are due each year upon receipt of the billing for that year's annual assessment. If a Co-Owner fails to pay this amount (or any other charge due) in a timely manner, the Condominium By-Laws provide that the Association may impose a lien upon a delinquent Co-Owner's Unit, collect interest at the maximum legal rate on delinquent assessments and impose other penalties. Article II of the Condominium Bylaws should be consulted for further details.

The amount of the annual assessment will be determined by the amount of the common expenses. Under the budget of the Association for the first twelve (12) months of operation (the fiscal year of the Association will be as determined by its directors), adopted by the Developer in the exercise of its best judgment, each Co-Owner will pay \$100.00 per year.

The estimated revenues and expenses of the Project for its first year of operation are set forth on the attached schedule of estimated expenses.

Each Co-Owner must also pay other charges in connection with his or her ownership of a Unit at the Project. For example, each Co-Owner will be responsible for paying utility charges and real estate taxes levied on his or her Unit and his or her undivided interest in the General Common Elements. The amount of such taxes will be determined by the assessor of Briley Township, Montmorency County, Michigan.

The Developer, although a member of the Association, will not be responsible at any time for payment of any regular or special assessment, except for Units on which there is a completed residence, with respect to which a certificate of occupancy has been issued. The Developer will, however, maintain the Units that it owns and pay a pro rata share of the expenses of snow removal and road maintenance. The Developer's pro rata share will be based upon the ratio of all Units owned by the Developer, excluding any Units on which there is a completed residence, at the time the expense is incurred to the total number of Units then in the Condominium Project.

Each Co-Owner could be required to pay special assessments, if special assessments are levied by the Board of Directors of the Association. Special assessments may be levied by the Board of Directors in the event that, among other things, the regular assessment should prove

inadequate, General Common Elements need to be replaced or expanded, or an emergency occurs. Article II of the Bylaws of the Project attached to the Master Deed should be examined for further details about special assessments.

Like most expenses today, the expenses in the budget are subject to changes as a result of changing costs in the economy. The budget contained herein represents the Developer's best estimate of those expenses at this time. However, these costs may increase on account of such factors as cost increases, the need for repair or replacement of common elements, and property improvements. Such cost increases will result in increased monthly assessments.

Except for its initial supervisory work in connection with the management of the Project, there are no fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration.

III DEVELOPER

SECLUDED LAND COMPANY, L.L.C., a Wisconsin Limited Liability Company (hereinafter referred to as "Developer"), whose address is 9986 Highway 35, DeSoto, Wisconsin 54624 is the Developer of the Project. The Developer has developed several other residential real estate projects in Northern Michigan.

IV REAL ESTATE BROKER

The principals and employees of **SECLUDED LAND COMPANY, L.L.C.**, are real estate brokers, currently licensed in the State of Michigan. No other real estate broker is currently involved in the Project.

V LEGAL DOCUMENTATION

A. **GENERAL.** The Project was established as a site condominium project pursuant to the Master Deed recorded in the office of the Montmorency County Register of Deeds. A copy of the Master Deed has been provided to you along with this Disclosure Statement. The Master Deed includes the Condominium bylaws attached as Exhibit "A", and the Condominium Subdivision Plan attached as Exhibit "B". All of these documents should be reviewed carefully by prospective purchasers.

B. **MASTER DEED.** The Master Deed contains a definition of terms used within the Project, the percentage of value assigned to each unit in the Project, a general description of the units and General and Limited Common Elements included in the Project and a statement regarding the respective responsibilities for maintaining the common elements. Articles VI and VII of the Master Deed covers easements, and Article VIII deals with alterations to the Project. Article X contains a statement of when and how the Master Deed may be amended. Article IX provides for the expansion of the Condominium. In the Master Deed, the Developer has reserved the right to modify the size and shape of, and make structural alterations to, unsold units.

C. **CONDOMINIUM BYLAWS.** The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the Project and, in particular, set forth the

provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Project. Article VI contains certain restrictions upon the ownership, occupancy and use of the Project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. CONDOMINIUM SUBDIVISION PLAN. The Condominium Subdivision Plan is a two-dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the Project.

VI ORGANIZATION AND CONTROL OF THE CONDOMINIUM

A. THE CONDOMINIUM BUYER'S HANDBOOK. General information about the government and organization of condominiums in Michigan may be found in the Condominium Buyer's Handbook, published by the Michigan Department of Commerce, and provided to you by the Developer and real estate broker.

B. THE ASSOCIATION. The Association has been incorporated under the laws of the State of Michigan as a not-for-profit corporation. A person will automatically become a member of the Association upon closing on the purchase of a unit. As noted above, the Association will be responsible for the management, maintenance and administration of the Project.

The Articles of Incorporation and Bylaws of the Association which have been provided to you with this Disclosure Statement govern the procedural operations of the Association. The Association is governed by a chairperson initially appointed by the Developer. The initial chairperson is empowered to serve pursuant to the provisions of the Condominium Bylaws until the first annual meeting of members of the Association, which must be held on or before the expiration of one hundred twenty (120) days after legal or equitable title to 75% of the units that may be created in the Project have been conveyed to non-Developer co-owners, or 54 months after the first conveyance of legal or equitable title to a non-developer co-owner of a unit in the Project, whichever occurs first.

At the first meeting of members of the Association, the Association will select a chairperson. Article I, Section 7 of the Condominium Bylaws sets forth the complete requirements for selection of chairpersons.

C. ANNUAL MEETINGS. Following the first annual meeting, annual meetings of the co-owners of the Project will be held each year in accordance with the Condominium Bylaws for the purpose of conducting the business of the Association and selecting chairpersons for the succeeding year. Prior to each annual meeting, co-owners will receive notice stating the time and location of the meetings and the matters to be considered at the meeting as prescribed by the Condominium Bylaws.

D. PERCENTAGE OF VALUE. The percentage of value assigned to each Condominium Unit shall be determinative of the proportionate share of each co-owner's undivided interest in the common elements of the Condominium Project, the proportionate share of each respective in the proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the Project is 100%. All units are hereby assigned an equal percentage of value because all units are expected to have equal allocable expenses of maintenance.

VII ESCROW OF FUNDS

In accordance with Michigan law, all funds received from prospective purchasers of units at the Project will be deposited in an escrow account with an escrow agent. The escrow agent for the Project is **Montmorency Abstract Company, Atlanta, Michigan**, whose principal place of business is located in Atlanta, Michigan.

Funds held in the escrow account will be returned to the prospective purchaser within three (3) business days upon such purchaser's withdrawal from a Purchase Agreement within the specified period. After the expiration of the 9-business-day withdrawal period described in the Purchase Agreement, all funds received from the purchaser will be retained in escrow pursuant to terms of the Purchase Agreement and Escrow Agreement which have been provided to you along with this Disclosure Statement.

The escrow agent in the performance of its duties shall be deemed an independent party not acting as the agent of the Developer, any purchaser, co-owner or other interested party. So long as the escrow agent relies upon the terms and conditions of the Escrow Agreement executed between Developer and Escrow Agent, and hereinbefore provided to you as a prospective purchaser, the escrow agent shall have no liability whatever to the Developer or to any purchaser, co-owner or other interested party for any act or omission by the escrow agent in reliance thereon. The escrow agent shall be relieved of all liability upon release of all amounts deposited in accordance with the Michigan Condominium Act, as amended.

VIII RECREATIONAL FACILITIES

The Subdivision Plan of the Project shows that there are no amenities that must be built by the Developer.

IX PROJECT WARRANTIES

The Developer makes no warranties, either express or implied, in connection with the Project, except that title to a Unit will be conveyed by deed which includes standard covenants of warranty.

X RESTRICTIONS ON USE

In order to provide an environment conducive to pleasant living at the Project, the Condominium Bylaws contain certain limitations upon the activities of co-owners which might infringe upon the right to quiet enjoyment of all co-owners. All of these restrictions are set forth in Article VI of the Condominium Bylaws, being Exhibit "A" to the Master Deed.

The use restrictions at the Project are enforceable by the Association, which may take appropriate action to enforce the restrictions, such as legal action to injunctive relief and damages. The remedies available in the event of default are contained in Article XI of the Condominium Bylaws.

XI INSURANCE

The Association shall, to the extent appropriate given the nature of the Common Elements, carry vandalism and malicious mischief and liability 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 provisions of Article IV of the Condominium Bylaws. If the Condominium is destroyed, in whole or in part, Article V of the Condominium Bylaws provides a plan for reconstruction or repair.

XII SEWER AND WATER FACILITIES

Each Unit owner in the Condominium will be serviced by its own water well and each Unit owner shall be responsible for said individual water well and each Unit owner shall be responsible for the individual septic systems on site.

XIII ARBITRATION

Disputes, claims or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, be submitted to arbitration, pursuant to the provisions of Article III of the Condominium Bylaws.

XIV CONCLUSION

Since no summary such as the one contained in this Disclosure Statement can fully state all of the details of a condominium development or of this Project, each purchaser is urged to carefully review all of the Condominium Documents for the Project. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult his own lawyer or other professional adviser.

MASTER DEED
for
THUNDER BAY LAKE CONDOMINIUM
(A Site Condominium)

THIS MASTER DEED is made and executed this 27th day of March, 2002, by **SECLUDED LAND COMPANY, L.L.C.**, a Wisconsin Limited Liability Company (hereinafter referred to as "Developer"), whose address is 9986 Highway 35, DeSoto, Wisconsin 54624 in compliance with the provisions of the Condominium Act (being Act 59 of the Public Acts of 1978, as amended), (hereinafter referred to as the "Act").

WITNESSETH

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with all improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act.

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

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as **THUNDER BAY LAKE CONDOMINIUM**, A Site Condominium, Montmorency County Condominium Subdivision Plan No. 2. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit is limited to single family residential purposes and each is capable of individual utilization on account of

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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 in his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project which are designated by the Master Deed.

Instrument 200200002283 Liber 456 Page 552

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Situated in the TOWNSHIP OF BRILEY, COUNTY OF MONTMORENCY, STATE OF MICHIGAN:

CONDOMINIUM BOUNDARY DESCRIPTION:

DESCRIPTION: BOUNDARY COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 13, T30N, R2E, THENCE ALONG THE NORTH LINE OF SAID SECTION N 89° 30' 25" W 1005.27'; THENCE S 01° 15' 45" W 32.99'; THENCE S 01° 39' 35" W 369.78'; THENCE N 88° 54' 25" W 318.00' TO THE POINT OF BEGINNING; THENCE S 01° 39' 35" W 16.57'; THENCE S 01° 50' 30" W 241.95'; THENCE N 89° 50' 00" W 875.65'; THENCE N 01° 41' 23" W 351.41' TO THE SHORE OF THE BACKWATER OF THE THUNDER BAY RIVER; THENCE ALONG SAID SHORE N 33° 07' 34" E 55.83'; THENCE N 71° 41' 05" E 142.26'; THENCE N 60° 21' 22" E 202.71'; THENCE N 56° 41' 49" E 103.86'; THENCE S 80° 16' 32" E 48.01'; THENCE S 26° 57' 40" E 82.26'; THENCE S 57° 08' 25" E 150.14'; THENCE S 85° 07' 41" E 99.42'; THENCE S 41° 52' 47" E 55.62'; THENCE N 63° 44' 15" E 138.70' ALL BEING ALONG THE SHORE OF THE BACKWATER OF THE THUNDER BAY RIVER; THENCE S 01° 39' 35" W 192.87' TO THE POINT OF BEGINNING. BEING SUBJECT TO ALL EASEMENTS OF RECORD, IF ANY. ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN. ALONG WITH A FEE SIMPLE INTEREST IN THE FOLLOWING PARCEL: COMMENCING AT THE N. 1/4 CORNER OF SECTION 13, T30N, R2E: THENCE N 89° 30' 25" W 1005.27' FEET ALONG THE NORTH LINE OF SAID SECTION TO A 1/2" BAR AT WEST END OF A 66' FOOT PUBLIC ROAD RIGHT-OF-WAY; THENCE S 01° 39' 35" W 33' FEET TO A CONCRETE MONUMENT AT THE NW CORNER OF SAID EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUING S 01° 39' 35" W 370.00' FEET TO A CONCRETE MONUMENT ON THE NORTH & WEST LINES OF SAID EASEMENT; THENCE N 88° 54' 25" W 318.00' FEET TO A CONCRETE MONUMENT AT THE NW CORNER OF SAID EASEMENT; THENCE S 01° 39' 35" W 16.56' FEET TO THE CENTERLINE OF SAID EASEMENT; THENCE S 01° 50' 30" W 16.56' FEET TO A CONCRETE MONUMENT AT THE SW CORNER OF SAID EASEMENT; THENCE S 88° 54' 25" E 351.00' FEET TO A CONCRETE MONUMENT AT THE SE CORNER OF SAID EASEMENT; THENCE N 01° 39' 35" E 403.46' FEET TO A CONCRETE MONUMENT AT THE NE CORNER OF SAID EASEMENT ON THE SOUTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE N 89° 30' 25" W 33' FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. THIS ALL BEING A PART OF THE NW 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN. TO INCLUDE ALL LAND TO THE WATERS EDGE.

DESCRIPTION: 33' WIDE KENNY LANE (INGRESS, EGRESS & UTILITY EASEMENT OUTSIDE UNITS) COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 13, T30N, R2E, THENCE ALONG THE NORTH LINE OF SAID SECTION N 89° 30' 25" W 1005.27'; THENCE S 01° 15' 45" W 32.99' TO THE POINT OF BEGINNING OF A 33' WIDE ACCESS AND UTILITY EASEMENT; THENCE S 01° 39' 35" W 369.78'; THENCE N 88° 54' 25" W 318.00'; THENCE S 01° 39' 35" W 16.57'; THENCE S 01° 50' 30" W 16.57'; THENCE S 88° 54' 25" E 351.11'; THENCE N 01° 39' 35" E 403.46'; THENCE N 89° 50' 06" W 33.07' TO THE POINT OF BEGINNING. ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

DESCRIPTION: 33' WIDE KENNY LANE (INGRESS, EGRESS & UTILITY EASEMENT WITHIN UNITS) COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 13, T30N, R2E, THENCE ALONG THE NORTH LINE OF SAID SECTION N 89° 30' 25" W 1005.27'; THENCE S 01° 15' 45" W 32.99'; THENCE S 01° 39' 35" W 369.78'; THENCE N 88° 54' 25" W 318.00' TO THE POINT OF BEGINNING; THENCE S 01° 39' 35" W 16.57'; THENCE S 01° 50' 30" W 16.57'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 51.96', A DELTA OF 42° 19' 22", AN ARC LENGTH OF 38.38' AND A CHORD WHICH BEARS S 69° 41' 48" W 37.51'; THENCE S 48° 25' 00" W 138.76'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 96.50', A DELTA OF 49° 04' 12", AN ARC LENGTH OF 82.65' AND A CHORD WHICH BEARS S 72° 57' 05" W 80.14'; THENCE N 82° 30' 51" W 70.98'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 176.50', A DELTA OF 40° 45' 52", AN ARC LENGTH OF 125.58' AND A CHORD WHICH BEARS N 62° 07' 53" W 122.94'; THENCE N 41° 44' 55" W 10.00'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 178.50', A DELTA OF 44° 48' 03", AN ARC LENGTH OF 139.57 AND A CHORD WHICH BEARS N 64° 09' 03" W 136.04'; THENCE N 86° 33' 41" W 69.33'; THENCE S 69° 13' 47" W 105.09'; THENCE N 89° 29' 50" W 86.31'; THENCE N 01° 11' 44" W 80.80'; THENCE S 86° 33' 21" E 257.91'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 211.50', A DELTA OF 44° 48' 03", AN ARC LENGTH OF 165.38' AND A CHORD WHICH BEARS S 64° 09' 03" E 161.20'; THENCE S 41° 44' 55" E 10.00'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 143.50', A DELTA OF 40° 45' 52", AN ARC LENGTH OF 102.10' AND A CHORD WHICH BEARS S 62° 07' 53" E 99.96'; THENCE S 82° 30' 51" E 70.98'; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 63.50', A DELTA OF 49° 04' 13", AN ARC LENGTH OF 54.38' AND A CHORD WHICH BEARS N 72° 57' 05" E 52.74'; THENCE N 48° 25' 00" E 138.76'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 84.97', A DELTA OF 42° 45' 08", AN ARC LENGTH OF 63.40' AND A CHORD WHICH BEARS N 69° 43' 51" E 61.93' TO THE POINT OF BEGINNING. ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

Instrument Liber Page
200200002283 456 553

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 By-Laws and Rules and Regulations of **Thunder Bay Lake Condominium Owners' 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 **Thunder Bay Lake Condominium**, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "**ACT**" or "**CONDOMINIUM ACT**" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

B. "**ASSOCIATION**" shall mean **Thunder Bay Lake Condominium Owners' Association**, a 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 by the Association shall be exercisable by its Chairperson unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "**CONDOMINIUM BY-LAWS**" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 8 of the Act to be recorded as part of the Master Deed.

D. *"ASSOCIATION BY-LAWS"* means the corporate By-Laws of **Thunder Bay Lake Condominium Owners' Association**, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

E. *"CONDOMINIUM UNIT"* or *"UNIT"* each means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Article V hereof and on Exhibit "B" hereto.

F. *"CONDOMINIUM DOCUMENTS"* wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.

G. *"CONDOMINIUM PROJECT"*, *"CONDOMINIUM"*, or *"PROJECT"* means **Thunder Bay Lake Condominium**, as a Condominium Project established in conformity with the provisions of the Act.

H. *"CONDOMINIUM SUBDIVISION PLAN"* means Exhibit "B" hereto.

I. *"CO-OWNER"* means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Condominium Units in the Condominium Project, including, without limitation, as a land contract vendee; but not as a land contract vendor. The term *"Owner"*, wherever used, shall be synonymous with the term *"Co-Owner"*.

J. *"CONDOMINIUM PREMISES"* means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to **Thunder Bay Lake Condominium**, as described above.

K. *"COMMON ELEMENTS"* means the portions of the Condominium Project other than the Condominium Units, and shall include both the General Common Elements and Limited Common Elements described in Article IV hereof.

L. *"DEVELOPER"* shall mean **SECLUDED LAND COMPANY, L.L.C.**, a **Wisconsin Limited Liability Company**, who has made and executed this Master Deed, and its successors and assigns.

M. *GENDER, SINGULAR OR PLURAL*. 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, are as follows:

A. **GENERAL COMMON ELEMENTS.** The General Common Elements are:

1. **LAND:** The land described in Article II hereof, excluding those portions within the boundaries of any Condominium Unit as described in Article V hereof and shown on Exhibit "B" hereto, but including easement interests of the Condominium in the property within the boundaries of any Unit, provided, however, that each Co-Owner shall have the right to drill a water well for on-site domestic water into the earth beneath his Unit as deep as is necessary to gain access to water for use within the Unit, and when drilled, the portion of such well as extended beneath a Unit shall be, as provided in subsection B below, a Limited Common Element;

2. **ROADS:** All roads and utility rights-of-way as indicated on the Condominium Subdivision Plan, ("Right-of-Way") including roads built within the Right-of-Way, but excluding all portions of driveways built within a Right-of-Way by any Co-Owner, provided, however, that each Co-Owner shall have the right to build a driveway and place a mail box upon the common areas adjoining his Unit and, when built, the portion of the driveway, but not the ground beneath it, built upon any common area, shall be as provided in subsection B below, a Limited Common Element.

3. **ELECTRICAL:** The electrical wiring network throughout the Project, up to the point of entry into each Unit;

4. **TELEPHONE:** The telephone wiring network throughout the Project up to the point of entry into each Unit;

5. **TELECOMMUNICATIONS:** Telecommunication receivers/transmitters and systems, including cable television, if any, up to the point of entry into each Unit;

6. **MISCELLANEOUS:** 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. LIMITED COMMON ELEMENTS. The Limited Common Elements are those Common Elements limited in use to the owners of the Unit they abut or to which they appertain. The portion of any water well extending beneath a Unit, once drilled by the owner of the Unit, and the portion of any driveway, but not the ground beneath it, once built by the Owner of a Unit, shall be a Limited Common Element appurtenant to the Unit they serve.

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

C. MAINTENANCE, REPAIR AND REPLACEMENT. The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

1. **CO-OWNER'S RESPONSIBILITY.** Each Co-Owner shall be responsible for the costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV, Section B above that are appurtenant to the Co-Owner's respective Unit.

INSTRUMENT LIBER Page 556
200200002283 456

2. **PRIVATE ROADS.** The cost of maintenance and repair of any private road now or in the future providing access to any unit shall be borne equally by the Co-owners of units whose units are accessed by such private road, and such costs shall be specially assessed against such units.

3. **GENERAL COMMON ELEMENTS.** The Association shall be responsible for the costs of the maintenance, repair and replacement of all General Common Elements other than as described in Paragraph C-1 & C-2, above, except if a Co-Owner becomes liable for such costs under Article VI of the Condominium By-Laws.

A Condominium Unit is not separable from the Common Elements or Limited Common Elements appertaining to said Unit.

The costs of maintenance and repair of the General Common Elements and all common expenses not specially assessed, shall be assessed against the Condominium Units in proportion to the percentage of value in the Association of Co-owners appertaining to each Condominium Unit.

A Co-owner shall not be exempt from assessment as provided in the Act by non-use or waiver of the use of any of the Common Elements or by abandonment of his Condominium Unit.

If the Condominium Project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

No Co-Owner shall use his Condominium 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 another Co-Owner in the use and enjoyment of his Condominium Unit or the Common Elements.

Public utilities furnishing services to the Project shall have access to the Common Elements and to the Condominium Units as may be reasonable for the construction, repair or maintenance of such services, and any costs incurred shall be an expense of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A".

**ARTICLE V
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. **CONDOMINIUM UNIT DESCRIPTION.** The Condominium Units in the Condominium Project are described in this paragraph with reference to the Plan of **Thunder Bay Lake Condominium** attached hereto as Exhibit "B". Each Unit shall include all that space contained within horizontal planes and vertical planes as drawn on and specifically located on said Exhibit "B", less any Common Elements contained therein. Complete Unit descriptions by means of dimensions and areas pertinent to each Unit are set forth on said Exhibit "B" attached hereto. In determining dimensions, each Condominium Unit has been measured by PORTER SURVEY, P.C., Onaway, Michigan 49765, Registered Land Surveyors. There are no architectural plans for the Project.

B. **PERCENTAGE OF VALUE.** The percentage of value assigned to each Condominium Unit shall be determinative of the proportionate share of each Co-Owner's undivided interest in the Common Elements of the Condominium Project, the proportionate share of each

respective Co-Owner in the proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total value of the Project is 100%. All Units are hereby assigned an equal percentage of value because all Units are expected to have equal allocable expenses of maintenance.

**ARTICLE VI
EASEMENTS**

A. *EASEMENTS FOR MAINTENANCE AND RELATED MATTERS.* If all or any portion of a Common Element encroaches upon a Unit due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, an easement shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Perpetual easements shall also exist to, through, over, under and across the Condominium Premises, including all Units, for the maintenance, repair or replacement of Common Elements, which easements shall be administered by the Association, and as may be appropriate, for the installation, inspection, maintenance, repair and replacement by the responsible governmental entity or utility company of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power and communications. The Association may grant such easements, licenses and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for connecting a Unit to a utility, or for the benefit of the Condominium Project, subject, however, to the approval of the Developer so long as the Developer holds any Unit available for sale or so long as any additional Unit may be created in the Condominium.

B. *EASEMENTS RETAINED BY DEVELOPER.*

(1) *USE OF FACILITIES.* The Developer, and its duly authorized agents, representatives and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

(2) *EASEMENTS TO BE CLEAR.* No structures will be erected within any Unit which will interfere with the rights in ingress and egress provided above. Any fences, paving or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, drains or perimeter fence, and neither Developer nor Developer's agents will have liability for such removal.

(3) *DRAINAGE.* No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.

(4) *HOOK-UP OF UTILITIES.* The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the property described in Article II hereof to service all or any portion of the Condominium Premises, including any Expansion Property as defined herein, whether or not it is added

200200002283 456 558

to the Condominium Premises; or any other property in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer in furtherance of any lawful purpose.

C. TERMINATION OF EASEMENTS. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project or other projects located in the vicinity of the Condominium Project. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

D. FINANCIAL SUPPORT OF EASEMENTS. The Association shall financially support all easements described in this Article VI or otherwise pertaining to the Condominium Project, regardless of the rights of others to utilize such easements.

ARTICLE VIII CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, Units in the Condominium may be consolidated, modified and the boundaries relocated, by the Developer, in accordance with Section 48 of the Act and this Article. Any such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

SECTION 1. SOLE RIGHT OF DEVELOPER. The Developer reserves the sole right, during the Development and Sales Period and without the consent of any other Co-Owner or any mortgagee of any Unit, to consolidate under single ownership two or more Units which it owns and which are next to one another, and to relocate any boundaries between adjoining Units. Such consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns, subject always to the applicable ordinances of the **Township of Briley, Montmorency County** and to the Township's prior approval, if required by law.

SECTION 2. AMEND TO EFFECTUATE MODIFICATIONS. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number, when appropriate, and the percentage of value as set forth in **ARTICLE V** hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be adjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed and to preserve the principle that all percentages of value shall be equal regardless of whether the Units to which they relate have been enlarged, reduced or eliminated. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of

percentages of value of Units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successor as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the forgoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

ARTICLE IX

Instrument Liber Page
200200002283 456 559

OPERATIVE PROVISIONS

Any expansion, or modification in the Project pursuant to **ARTICLE VIII** above shall be governed by the provisions as set forth below.

SECTION 1. AMENDMENT OF MASTER DEED AND MODIFICATION OF PERCENTAGES OF VALUE. Such expansion, modification or conversion of this Condominium Project shall be given effect by appropriate amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in **ARTICLE IX** hereof shall be readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. All readjustments in percentages of value shall be made so as to provide for equal percentages for all Units.

SECTION 2. REDEFINITION OF COMMON ELEMENTS. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General and Limited Common Elements as may be necessary to adequately describe, serve and provide access to any additional parcel or parcels being added to the Project or otherwise modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the converted or modified area, as the case may be, and to provide access to any Unit that is located in, or planned for the area of future development or the converted or modified area from the roadways and sidewalks located in the Project.

SECTION 3. CONSOLIDATING MASTER DEED. A Consolidated Master Deed shall, if necessary, be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in accordance with **ARTICLE III, Section 1**, hereof in order to incorporate into one set of instruments all successive stages or modifications of development. The Consolidating Master Deed, if and when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

SECTION 4. CONSENT OF INTERESTED PERSONS. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of **ARTICLE VIII** above and to any proportionate reallocation of percentages of value of existing Units as may be required thereby. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or pertinent portions of this Master Deed and the Exhibits hereto.

**ARTICLE X
EASEMENTS RETAINED BY ASSOCIATION**

A. ASSOCIATION'S POWER. The Chairperson shall be empowered (and obligated to the extent that Developer, its successors or assigns, requests any such easements, licenses, rights-of-entry or rights-of-way) to grant easements, licenses, rights-of-entry and rights-of-way over, under, across and through the Condominium Premises, including all Units and the Common Elements, for any utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

**ARTICLE XI
AMENDMENT**

A. AMENDMENTS. The Condominium Documents may be amended for a proper purpose, without consent of the Co-Owners, mortgagees, and other interested parties, including the modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements so long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees or other interested parties.

B. CONSENT OF CO-OWNERS. The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties with the consent of $\frac{2}{3}$ of the Co-Owners. If such amendment constitutes abandonment of the Condominium Project or constitutes a plan not to rebuild after the destruction of a significant part of the Project, the amendment shall require consent of $\frac{2}{3}$ of the Co-Owners and $\frac{2}{3}$ of the recorded mortgagees.

C. PROHIBITION OF AMENDMENTS. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without such Co-Owner's written consent.

D. NOTIFICATION. Co-Owners and all mortgagees of record shall be notified of proposed amendments prior to filing said amendments for approval with the administrator of the Act.

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

F. VALUE OF PROPERTY. Except as set forth in Article VIII, the value of the vote of any Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee.

H. DEVELOPERS RIGHTS. If there is no Co-Owner other than the Developer, the Developer, with the consent of any interested mortgagees, may unilaterally terminate the Condominium Project or amend the Master Deed. If there is a Co-Owner other than the Developer, then the Condominium Project shall be terminated only upon the agreement of the Developer and all Co-

Owners of the Condominium Units. Such termination agreement shall be executed by all Co-Owners and evidenced of record. Upon recordation of an instrument terminating the Condominium Project, the property constituting the Condominium Project shall be owned by the Co-Owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constitutes the Condominium Unit.

IN WITNESS WHEREOF, the undersigned, being the Developer of Thunder Bay Lake condominium, has executed this Master Deed on the date first set forth above.

Signed in the presence of:

John P. Eber
Al E M C G

Signed:

SECLUDED LAND COMPANY, L.L.C.,

James W. Smith
BY: JAMES W. SMITH
ITS: SOLE MANAGING MEMBER

STATE OF ~~MICHIGAN~~^{WISCONSIN})
) ss
COUNTY OF Vernon)

The foregoing Master Deed was acknowledged before me this 27th day of March, 2002, by JAMES W. SMITH, the SOLE MANAGING MEMBER of SECLUDED LAND COMPANY, L.L.C., a Wisconsin Limited Liability Company.

Dawn G. McCann
*Dawn G. McCann Notary Public
Crawford County, ~~Michigan~~ Wisconsin
My Commission Expires: 2/12/06

Drafted By:
James F. Wynn
Attorney at Law
330 E. Mitchell Street
Suite 202
Petoskey, MI 49770

EXHIBIT "A"
CONDOMINIUM BY-LAWS
Thunder Bay Lake Condominium Instrument Liber Page
(A Site Condominium) 200200002283 456 562

ARTICLE I

SECTION 1. ASSOCIATION OF CO-OWNERS. Thunder Bay Lake Condominium, a site condominium, shall be administered by an association of Co-Owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements, and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws 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 AND VOTING. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

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

C. Each Co-Owner shall be entitled to one (1) vote for each Condominium Unit owned, the relative value of which shall be as set forth in Article V of the Master Deed.

D. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Condominium Unit in the Condominium Project to the Association. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Membership held in accordance with Section 7 of this Article I. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in sub-paragraph "E" below or by a proxy given by such individual representative. The Developer shall only be entitled to one vote for each unsold Unit.

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

F. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate By-Laws of the Association shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners at least fifteen (15) days in advance of said meetings.

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G. The presence in person or by proxy of fifty percent (50%) 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 percent (50%) of Co-Owners 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 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 By-Laws.

SECTION 3. FINANCIAL RECORDS. The Association shall keep detailed books of account, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-Owner. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association shall prepare and distribute a financial statement to each owner at least once per year.

The Association shall keep current copies of the approved Master Deed, and all Amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours for Co-Owners, prospective purchasers and prospective mortgagees of Condominium Units in the Condominium Project.

SECTION 4. ADMINISTRATION. The affairs of the Association shall be conducted by a Chairperson who shall serve without compensation and who must be a member of the Association except for the First Chairperson designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The term of office, manner of election, removal and replacement, and other duties or provisions of or relating to Chairpersons, not inconsistent with the following, shall be provided by the Association By-Laws:

A. The Chairperson 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 By-Laws, or any further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Chairperson shall be responsible specifically for the following:

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

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

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

(iv) To rebuild improvements after casualty.

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

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

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

(viii) 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 by law or the Condominium Documents required to be performed by the Board.

(ix) To make rules and regulations and/or to enter into agreements with the institutional lenders, the purpose of which are to obtain mortgage financing for unit Co-Owners which is acceptable for purchase by the Federal Home Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

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

B. The Association may provide for independent management of the Condominium Project. Any service contract which exists between the Association of Co-Owners and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Association of Co-Owners on the transitional control date of the Association or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Association of Co-Owners by notice to the management agent at least thirty (30) days before the expiration of one year.

C. All of the actions (including, without limitation, the adoption of these By-Laws 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 Chairperson of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such action had been authorized by a Chairperson duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions were within the scope of powers and duties which may be exercised by any Chairperson as provided in the Condominium Documents.

SECTION 5. CHAIRPERSONS. The Association By-Laws provide the designation, term of office, qualification, manner of election, duties, removal and replacement of the Chairperson of

the Association and may contain any other provisions pertinent to Chairpersons of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Chairpersons may be compensated, but only upon the affirmative vote of more than sixty percent (60%) of all Co-Owners.

SECTION 6. INDEMNIFICATION. Every Chairperson of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having been a Chairperson of the Association, whether or not he or she is a Chairperson at the time such expenses are incurred, except in such cases wherein the Chairperson is adjudged guilty of (a) a breach of the Chairperson's duty of loyalty to the corporation or its shareholders or members, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) a violation of Section 551 (l) of the Michigan Non-Profit Corporation Act, (d) a transaction from which the Chairperson derived an improper personal benefit, or (e) an act or omission that is grossly negligent; 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 Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Chairperson may be entitled. Ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-Owners thereof.

SECTION 7. INITIAL CHAIRPERSON.

A. The Association will begin by having an Initial Chairperson, and that Initial Chairperson will manage the affairs of the Association until the appointment of the first non-developer Co-Owner as Chairperson. Immediately prior to the appointment of the first non-developer Co-Owner as Chairperson the Initial Chairperson shall resign, and thereafter elections for non-developer Co-Owner Chairperson shall be held as provided below.

B. The First Annual Meeting of Members of the Association may be convened by the Developer at any time. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-Owners of 75% of the Units that may be created in the Project or 54 months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever occurs first. Developer may call meetings of members for informative, advisory, or other appropriate purposes prior to the First Annual Meeting of Members, but no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Chairperson and at least 10 days written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

C. Election of Chairperson : Not later than 120 days after conveyance of legal or equitable title to Co-Owners of 75% of the Units that may be created in the Project, a Chairperson shall be elected by not less than a 60% majority of the Co-Owners.

ARTICLE II ASSESSMENTS

SECTION 1. PERSONAL PROPERTY. 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. COMMON COSTS AND EXPENSES. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 54 of Public Act 59 of 1978, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration.

SECTION 3. REGULAR AND SPECIAL ASSESSMENTS. Assessments shall be determined in accordance with the following provisions:

A. The Chairperson shall prepare and the Co-Owners shall approve by not less than a 60% majority an annual budget in advance for each fiscal year and such budget shall project all expenses of the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The reserve fund shall be used for major repairs and replacement of those common areas which must be replaced on a periodic basis. This reserve fund shall be funded by the time of the transitional control date, and the Developer shall be liable for any deficiency in this amount at the transitional control date. The minimum standard required may prove to be inadequate for this Project. The Association should carefully analyze the Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Association, 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 Chairperson, at any time, determine, in the sole discretion of the Chairperson: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide the replacements of existing common elements, (3) to provide additions to the Common Elements, not exceeding \$2,500. annually, or (4) in the event of emergencies, the Chairperson 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 sub-paragraph A. above, may be made by the Chairperson 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 with a cost not exceeding \$2,500. per year, (2) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in sub-paragraph 3 A. above (which shall be levied in the sole discretion of the Chairperson), shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners.

C. Municipal special assessments and real property taxes shall be assessed against the individual Condominium Unit identified in the municipal assessment or tax roll, and not on

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the total property of the Project or any other part thereof, except for the year in which the Condominium Project was established subsequent to the tax date. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the Condominium Project shall be expenses of administration of the Project and paid by the Co-Owners as provided in Section 54 of the Act. Special assessments and property taxes in any year in which the property existed as an established Condominium Project on the tax date shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the Condominium Project. Condominium Units shall be described for such purposes by references to the Condominium Unit number on the Condominium Subdivision Plan and the caption thereof together with the Liber and Page of the County records in which the approved Master Deed is recorded. Any assessment for subsequent real property improvements to a specific Condominium Unit shall be assessed to that Condominium Unit described only. For property tax and special assessment purposes each Condominium Unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessments of any fraction thereof shall be made, nor shall any division or split of the assessment or taxes of any single Condominium Unit be made notwithstanding separate or common ownership thereof.

D. The Developer shall not be responsible for paying the annual assessment of Units owned by the Developer prior to the first annual meeting. The Developer shall always be responsible for the maintenance of any incomplete units. Also, the Developer shall be responsible for payment to the Association of any direct cost incurred by the Association with regard to the incomplete Units.

SECTION 4. APPORTIONMENT OF ASSESSMENTS. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners pursuant to the percentage allocation method set forth in Article V of the Master Deed, without increase or decrease for the existence of any rights for 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 a single annual installment. The first annual installment shall be paid in advance at the time of acceptance of a deed to a Unit or with acquisition of fee simple interest to a Condominium Unit by any other means, and shall be prorated from the date of closing to the end of the current fiscal year. Special assessments levied pursuant to Article II, Section 3 shall be payable as determined by the vote of at least 60% of all Co-Owners. The payment of an assessment shall be in default if such assessments, 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 legal maximum rate, not to exceed the rate of eleven percent (11%) 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 Condominium Unit which may be levied while such Co-Owner is the owner thereof.

SECTION 5. NO EXEMPTION FROM LIABILITY. No Co-Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use and enjoyment of any of the Common Elements or by the abandonment of his Condominium Unit.

SECTION 6. COLLECTION OF DELINQUENT ASSESSMENTS. In addition to other remedies available to the Association, it may enforce collection of delinquent assessments as follows:

A. Sums assessed to a Co-Owner by the Association of Co-Owners which are unpaid constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment before other liens, except tax liens on the Condominium Unit in favor of any State or Federal taxing authority, and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a properly reported Notice of Lien have priority over a first

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mortgage recorded subsequent to recording of the Notice of Lien. The lien upon each Condominium Unit owned by the Co-Owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-Owner but which became due while the Co-Owner held title to the Condominium Unit, plus interest, costs and attorney fees. The lien may be foreclosed by an action or by advertisement by the Association of Co-Owners in the name of the Condominium Project on behalf of other Co-Owners.

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

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

(i) A Notice of Lien shall set forth the legal description of the Condominium Unit or Units to which the lien attaches, the name of the Co-Owner of record thereof, and the amounts due the Association of Co-Owners at the date of the Notice, exclusive of interests, costs, attorney fees and future assessments.

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

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

D. The Association of Co-Owners, acting on behalf of all the Co-Owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium Unit.

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

F. An action for money damages and foreclosure may be combined in one action.

G. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-Owner, and to lease the Condominium Unit and collect and apply the rental therefrom.

SECTION 7. MORTGAGEE'S RIGHTS. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Condominium Unit in the Project which comes into possession of the Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of 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 assessment or charges resulting from a pro-rata reallocation of such assessments or charges to all units including the mortgaged Units).

SECTION 8. PRIORITY OF ASSESSMENT UPON SALE OR CONVEYANCE. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

A. Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.

B. Payments due under a first mortgage having priority thereto.

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

SECTION 9. EXCESSIVE ASSESSMENT APPLIED TO FUTURE ASSESSMENTS. In the event that the assessments set forth herein shall exceed the expenses incurred by the Association during the current fiscal year, such excess shall be applied against amounts due in the fiscal year next following.

**ARTICLE III
ARBITRATION**

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

SECTION 2. ACCESS TO COURTS. No Co-Owner or the Association shall be precluded from petitioning any proper court to resolve any such disputes, claims or grievances.

SECTION 3. ELECTION OF REMEDIES. Election by Co-Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in a court.

SECTION 4. ACTIONS IN THE NAME OF ASSOCIATION. Actions on behalf of and against the Co-Owners shall be brought in the name of the Association of Co-Owners. The Association of Co-Owners may assert, defend or settle claims on behalf of all Co-Owners in connection with use of the common elements of the Condominium Unit Project.

**ARTICLE IV
INSURANCE**

SECTION 1. ASSOCIATION'S INSURANCE. The Association shall, to the extent appropriate given the nature of the Common Elements, carry vandalism and malicious mischief and liability insurance (including, without limitation, directors' and officers' coverage), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common

Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

A. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Co-Owners. Each Co-Owner shall 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 expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any Co-Owner or the Association.

B. All common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value as determined annually by the Chairperson. 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 By-Laws 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 interest may appear; provided, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction. In no event shall hazard insurance proceeds be used for any purpose other than for repair or reconstruction of the Project unless two-thirds (2/3rds) of the institutional holders of first mortgages on Units in the Project and 2/3rds of the Co-Owners of Units have given their prior written approval.

SECTION 2. ASSOCIATION AS ATTORNEY-IN-FACT. Each Co-Owner of a Unit in the Condominium Project shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen'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 foregoing. The Association, as said attorney, shall have full power and authority 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 interest 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. RECONSTRUCTION. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project, and shall restore the Project to a Condominium as comparable as possible to the condition existing prior to damage unless the Co-Owners shall unanimously decide otherwise.

SECTION 2. PARTIAL DAMAGE. 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 3 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

SECTION 3. CO-OWNER'S RESPONSIBILITY. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of his or her Unit, all structures or improvements, including landscaping within his or her Unit, and the Limited Common Elements appurtenant to said Unit.

SECTION 4. EMINENT DOMAIN. The following provisions shall control upon any taking by eminent domain:

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

B. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceedings 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 percent (50%) of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

C. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be 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 2/3rds of the 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 shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

SECTION 5. FHLMC. 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.

SECTION 6. PRIORITY. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

SECTION 7. CONSTRUCTION LIENS. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit thereof:

A. Except as provided below, a construction lien for work performed on or beneath a Condominium Unit, including that portion of a driveway built thereon at the request of a Co-Owner, may attach only to the Unit upon or for the benefit of which the work was performed. A construction lien for work performed in constructing a residence or other structure within a Unit may attach to the residence or structure constructed.

B. A construction lien for work authorized by the Developer, except at the request of a Co-Owner, and performed upon the Common Elements may attach only to Units owned by the Developer at the time the work is performed.

C. A construction lien for work authorized by the Association of Co-Owners may attach to each unit only to the proportionate extent that the Co-Owner of the Unit is required to contribute to the expenses of administration, as provided by the Condominium Documents.

D. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer or the Association of Co-Owners, except as provided in subsection (A) above.

If a Co-Owner is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the board of directors of the Association. Upon learning of the purported construction lien, the board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

ARTICLE VI RESTRICTIONS

SECTION 1. USE. All Units in the Condominium shall be used for any residential purpose prescribed for by local zoning ordinances and no commercial activity of any kind shall be permitted. The Common Elements shall be used only for purposes consistent with the restrictions set forth in these Condominium Documents.

SECTION 2. PROHIBITED ACTIVITIES.

A. No change of any kind shall be made by a Co-Owner to any General Common Element without the express written approval of the Chairperson. In the event approval is given by the Chairperson to alter or modify any Unit or Common Element, the Co-Owner requesting such approval shall be responsible for all expenses incurred by the Association in granting such approval, including the expenses of amending the Condominium Master Deed, if, in the opinion of the attorney for the Association, such Master Deed amendment is necessary or desirable.

B. No Co-Owner or tenant shall dispose of any chemical, toxic or hazardous compounds on the Condominium premises or introduce such compounds into any septic system,

municipal sewer or any other sewage disposal system serving the project contrary to local, state or federal law.

C. No activity shall be carried on nor any condition maintained, either within a Unit or upon the Common Elements, which, in the opinion of the Chairperson, detracts from the appearance of the Condominium.

Instrument Liber Page
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SECTION 3. RESTRICTIONS.

A. The Co-Owners agree that no "single-wide" mobile homes or buses shall be placed upon any Unit or any General or Limited Common Element. Single-wide mobile homes include any and all trailers or structures previously licensed or titled for road use; and trailers or structures with wheels and/or axles attached at any time, including all trailers and structures commonly known as single-wide mobile homes, whether placed on a foundation or not.

B. Campers are not permitted unless attended within a 48-hour period.

C. The Co-Owners shall not permit unregistered or abandoned vehicles, trash, or junk to remain on any Unit or any General or Limited Common Element.

D. No tar paper siding or tar shingle siding is allowed on any structure placed on any Unit or any General or Limited Common Element.

E. All structures erected shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced.

F. The main residential structure(s) must have a minimum of 1,000 square feet of living space.

G. Should any improvements on any Unit be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth.

H. The entire Project is restricted against commercial timbering and commercialization.

I. Purchasers from Developer, its successors and/or assigns are prohibited from placing advertising signs of any nature, including "For Sale" signs upon any Unit or any General or Limited Common Element.

J. The foregoing protective covenants may be superseded by previously recorded restrictive covenants, or by local and county zoning regulations.

K. The foregoing protective covenants may be amended in accordance with the provisions of the Master Deed and these By-Laws, subject to the following: a) Such amendment shall be in writing; b) The amendment must be approved in writing by the Co-Owners of at least a two-thirds majority of the Units in the Project; c) The amendment shall be recorded.

L. The foregoing covenants shall run with the land and shall be binding on the Co-Owners, their heirs, successors and/or assigns.

M. The Co-Owners understand that they have standing to sue for enforcement of the foregoing protective covenants.

N. In the event any portion of the foregoing protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.

SECTION 4. RESTRICTIONS IMPOSED BY DISTRICT HEALTH DEPARTMENT The following restrictions are imposed upon the project by District Health Department, and shall not be subject to amendment without the express written approval of District Health Department:

A. Individual water wells shall be drilled to the lower protected aquifer. Shallow, unprotected water wells shall not be permitted.

B. Prior to site clearing, placement of culverts for driveways or excavation for building development, permits for water wells and sewage systems shall be obtained from the local Health Department.

C. Individual Unit Owners are responsible for obtaining construction permits for water supply and sewage disposal systems along with continued operation and maintenance of said systems.

D. Buried gasoline storage tanks shall not be permitted within the Project.

SECTION 5. AMENDMENT, CANCELLATION OR MODIFICATION OF RESTRICTIONS. With the exception of Section 6 above, the foregoing Restrictions may be amended, canceled, or modified at any time by an instrument in writing signed by the then Owners of record of a majority of the Units in **Thunder Bay Lake Condominium**. No amendment, cancellation, or modification, however, shall become effective until the same shall have been recorded in the office of the Register of Deeds for Montmorency County, Michigan.

SECTION 6 MAINTENANCE. Each Co-Owner shall maintain his Condominium Unit and any limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean 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 Condominium Units which are appurtenant to or which may affect any other Condominium Unit. Each Co-Owner shall be responsible for damage or costs to the Association resulting from negligent damage to 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).

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SECTION 7. COMMERCIAL ACTIVITIES OF DEVELOPER. 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 By-Laws 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 Condominium Unit which he offers for sale. Until all Condominium Units in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, model Condominium Unit, 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 sales of the entire Project by the Developer. The Developer shall pay all costs related to the use of the Condominium Units or Common Elements while owned by the Developer.

**ARTICLE VII
AMENDMENTS**

SECTION 1. PROPOSED BY ANY CO-OWNER. Amendments to these By-Laws may be proposed by any Co-Owner by instrument in writing signed by them.

SECTION 2. MEETING. 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 of By-Laws.

SECTION 3. VOTE OF CO-OWNERS. These By-Laws may be amended by the Association at any regular meeting or a special meeting called for such purpose, by an affirmative vote of 2/3rds of all Co-Owners. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without his consent.

SECTION 4. AMENDMENT OF DOCUMENTS. The Condominium Documents may be amended for a proper purpose without consent of the Co-Owners, mortgagees and other interested parties, including the modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements as long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

SECTION 5. 2/3RDS VOTE OF CO-OWNERS. The Condominium Documents may be amended for a proper purpose, even if the amendments will materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties, with the written consent of 2/3rds of the votes of the Co-Owners. Without the prior written approval of all institutional holders of first mortgage liens on any Unit in the Condominium, no amendment to these By-Laws shall become effective which involves any change, direct or indirect, in Article I, Section 3; Article II, Sections 3 (A), 4 and 7; Article IV, Section 1 (D); Article V, Sections 1, 4, 6, 7 & 8; Article VII, Section 1; Article XI, Section 1. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon approval of the same by the Co-Owners, and, if necessary, the mortgagees, and upon recording of such amendment in the Office of the Register of Deeds in Montmorency County, Michigan.

SECTION 6. COPY OF AMENDMENTS. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws 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.

SECTION 7. COSTS OF AMENDMENTS. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-Owners or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.

ARTICLE VIII 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 IX DEFINITIONS

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

ARTICLE X REMEDIES FOR DEFAULT

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

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

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

C. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, the right to enter upon the Common Elements, Limited or General, or onto any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

SECTION 2. WAIVER. The failure of the Association or 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, provision, covenant or condition in the future.

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SECTION 3. CUMULATIVE RIGHTS. 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 be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

SECTION 4. CO-OWNER'S ACTIONS. A Co-Owner may maintain an action against the Association of Co-Owners and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Condominium Act.

ARTICLE XI SEVERABILITY

In the event that any one of the terms, provisions or covenants of these By-Laws 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.

CONDOMINIUM SUBDIVISION
PLAN NO. 2

EXHIBIT "B" TO THE MASTER
DEED OF THUNDER BAY LAKE
(A SITE CONDOMINIUM)

THUNDER BAY LAKE
(A SITE CONDOMINIUM)

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13,
T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

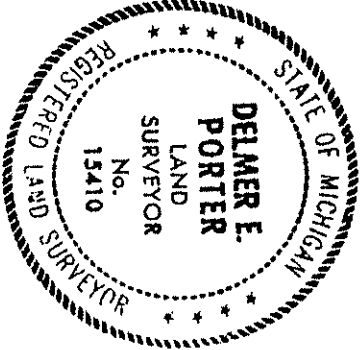
CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY
WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE
DESIGNATED MONTMORENCY COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER

PREPARED BY:
PORTER'S SURVEY P.C.
21529 M-68 HIGHWAY
P.O. BOX 169
ONAMA, MICHIGAN 49765

PH (517) 733-9813

DEVELOPER:
SECLUDED LAND COMPANY
11374 GORNIACK AVENUE
GAYLORD, MICHIGAN 49735
PH (989) 705-1153

Instrument
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456
Page
578



District Health Dept. No.
P.O. Box 189
Atlanta, Michigan 49705

Approved
C. A. N. J.
C. A. N. J.
4/8/08

Delmer E. Porter 4/8/08
DATE

SHEET INDEX

1. COVER SHEET
2. SURVEY & SITE PLAN
3. UTILITY & EASEMENT PLAN
4. SECTION & FLOODPLAIN PLAN

EXHIBIT "B"

COVER SHEET

DESCRIPTION: BOUNDARY
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 13, T30N, R2E, THENCE ALONG THE NORTH LINE OF SAID SECTION N 89° 30' 25" W 1005.27'; THENCE S 01° 15' 45" W 32.99'; THENCE S 01° 39' 35" W 369.78'; THENCE N 88° 54' 25" W 318.00' TO THE POINT OF BEGINNING; THENCE S 01° 39' 35" W 16.57'; THENCE S 01° 50' 30" W 241.95'; THENCE N 89° 50' 00" W 875.65'; THENCE N 01° 41' 23" W 331.41' TO THE SHORE OF THE BACKWATER OF THE THUNDER BAY RIVER; THENCE ALONG SAID SHORE N 33° 07' 34" E 55.83'; THENCE N 71° 41' 05" E 142.26'; THENCE N 80° 21' 22" E 202.71'; THENCE N 58° 41' 49" E 103.86'; THENCE S 80° 16' 32" E 48.01'; THENCE S 26° 57' 40" E 82.26'; THENCE S 57° 08' 25" E 150.14'; THENCE S 85° 07' 41" E 99.42'; THENCE S 41° 52' 47" E 55.62'; THENCE N 63° 44' 15" E 138.70' ALL BEING ALONG THE SHORE OF THE BACKWATER OF THE THUNDER BAY RIVER; THENCE S 01° 39' 35" W 192.87' TO THE POINT OF BEGINNING, CONTAINING 9.64 ACRES, BEING SUBJECT TO ALL EASEMENTS OF RECORD, IF ANY, ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

ALONG WITH A FEE SIMPLE INTEREST IN THE FOLLOWING PARCEL:
COMMENCING AT THE N 1/4 CORNER OF SECTION 13, T30N, R2E; THENCE N 89° 30' 25" W 1005.27' FEET ALONG THE NORTH LINE OF SAID SECTION TO A 1/2" BAR AT WEST END OF A 66' FOOT PUBLIC ROAD RIGHT-OF-WAY; THENCE S 01° 39' 35" W 33' FEET TO A CONCRETE MONUMENT AT THE NW CORNER OF SAID EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUING S 01° 39' 35" W 370.00' FEET TO A CONCRETE MONUMENT ON THE NORTH & WEST LINES OF SAID EASEMENT; THENCE N 88° 54' 25" W 318.00' FEET TO A CONCRETE MONUMENT AT THE NW CORNER OF SAID EASEMENT; THENCE S 01° 39' 35" W 16.56' FEET TO A CONCRETE MONUMENT AT THE SW CORNER OF SAID EASEMENT; THENCE S 01° 50' 30" W 16.56' FEET TO A CONCRETE MONUMENT AT THE SE CORNER OF SAID EASEMENT; THENCE N 01° 39' 35" E 403.46' FEET TO A CONCRETE MONUMENT AT THE NE CORNER OF SAID EASEMENT ON THE SOUTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE N 89° 30' 25" W 33' FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. THIS ALL BEING A PART OF THE NW 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN, CONTAINING 2.54 ACRES MORE OR LESS AND IS TO INCLUDE ALL LAND TO THE WATERS EDGE.

DESCRIPTION: 33' WIDE KENNY LANE (INGRESS, EGRESS & UTILITY EASEMENT WITHIN UNITS)
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 13, T30N, R2E, THENCE ALONG THE NORTH LINE OF SAID SECTION N 89° 30' 25" W 1005.27'; THENCE S 01° 15' 45" W 32.99'; THENCE S 01° 39' 35" W 369.78'; THENCE N 88° 54' 25" W 318.00' TO THE POINT OF BEGINNING; THENCE S 01° 39' 35" W 16.57'; THENCE S 01° 50' 30" W 241.95'; THENCE N 89° 50' 00" W 875.65'; THENCE N 01° 41' 23" W 331.41' TO THE SHORE OF THE BACKWATER OF THE THUNDER BAY RIVER; THENCE ALONG SAID SHORE N 33° 07' 34" E 55.83'; THENCE N 71° 41' 05" E 142.26'; THENCE N 80° 21' 22" E 202.71'; THENCE N 58° 41' 49" E 103.86'; THENCE S 80° 16' 32" E 48.01'; THENCE S 26° 57' 40" E 82.26'; THENCE S 57° 08' 25" E 150.14'; THENCE S 85° 07' 41" E 99.42'; THENCE S 41° 52' 47" E 55.62'; THENCE N 63° 44' 15" E 138.70' ALL BEING ALONG THE SHORE OF THE BACKWATER OF THE THUNDER BAY RIVER; THENCE S 01° 39' 35" W 192.87' TO THE POINT OF BEGINNING, CONTAINING 0.79 ACRES, ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

DESCRIPTION: 33' WIDE KENNY LANE (INGRESS, EGRESS & UTILITY EASEMENT OUTSIDE UNITS)
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 13, T30N, R2E, THENCE ALONG THE NORTH LINE OF SAID SECTION N 89° 30' 25" W 1005.27'; THENCE S 01° 15' 45" W 32.99'; THENCE S 01° 39' 35" W 369.78'; THENCE N 88° 54' 25" W 318.00'; THENCE S 01° 39' 35" W 16.57'; THENCE S 01° 50' 30" W 16.57'; THENCE S 88° 54' 25" E 351.11'; THENCE N 01° 39' 35" E 403.46'; THENCE N 89° 30' 25" W 33.07' TO THE POINT OF BEGINNING, CONTAINING 0.55 ACRES, ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 13, T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

UTILITY EASEMENTS:
A 10' WIDE PRIVATE EASEMENT END ORIGIN WITH THESE PLANS

PREPARED BY:
 DEWMER SURVEY, P.C.
 225 WEST 158th
 OMAHA, MICHIGAN 49785

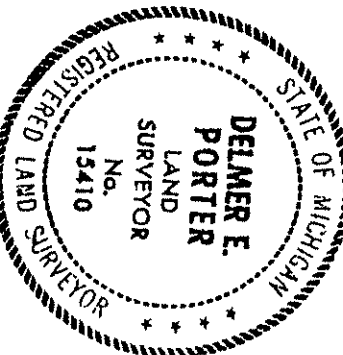
PH. (517) 733-8813
 SURVEYOR'S CERTIFICATE

49785

1. DeWmer E. Porter, registered land surveyor of the State of Michigan, hereby certifies that the subdivision plan known as Thunder Bay Lake (A Site Condominium) subdivision plan no. 2, as shown on the accompanying drawings, represents a survey of the ground made under my direction, that there are no existing encroachments upon the lands hereon, and that the same have been located in accordance with the rules prescribed under Act No. 39 of the Public Acts of 1928, and that the accuracy of this survey is within the limits required by the rules prescribed under Act No. 142 of the Public Acts of 1928, and that the survey is in accordance with the rules prescribed under Act No. 142 of the Public Acts of 1928.

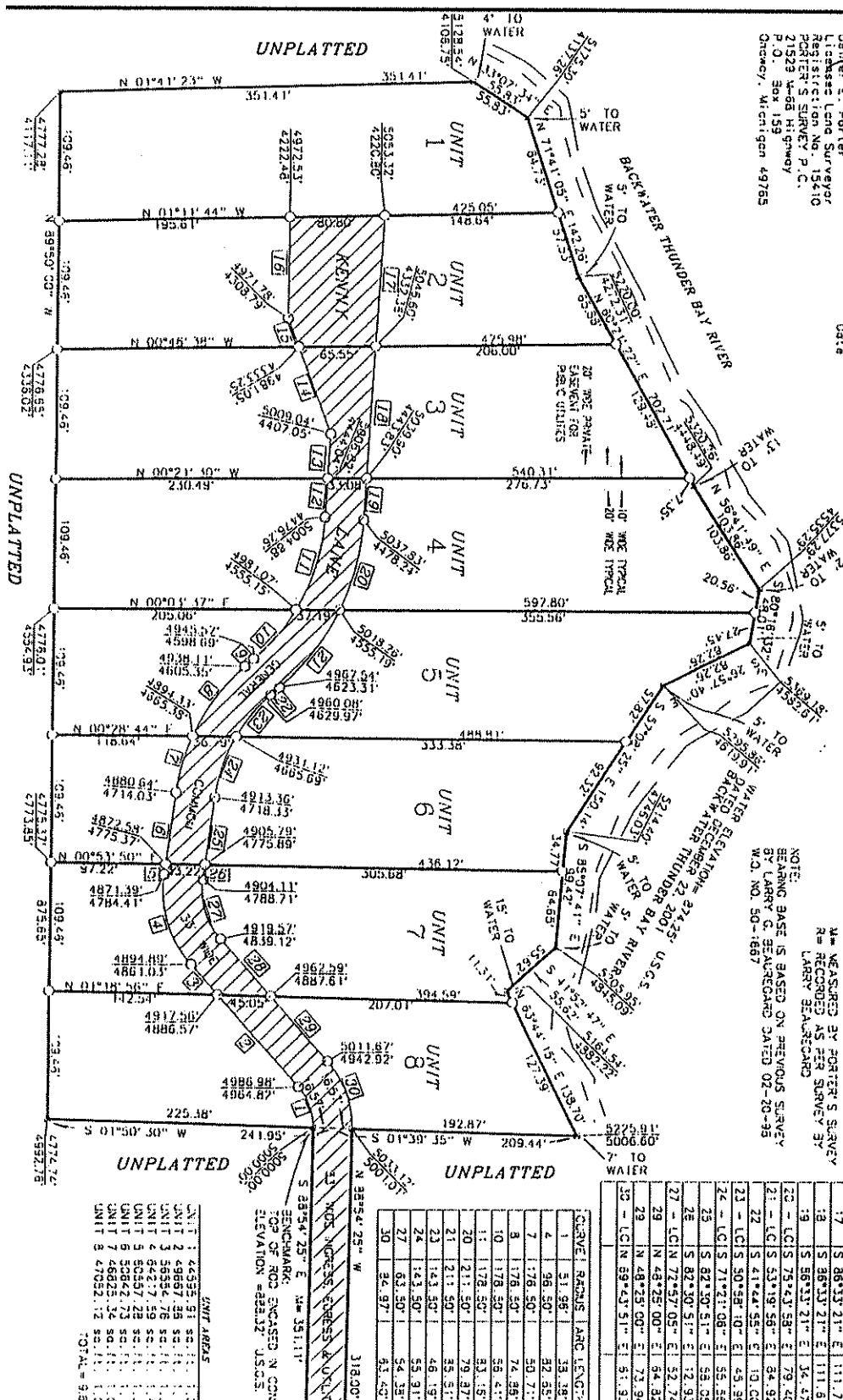
DeWmer E. Porter
 Licensed Land Surveyor
 Registration No. 15410
 PORTER'S SURVEY, P.C.
 21523 W-66 Highway
 P.O. Box 159
 Okemos, Michigan 49765

Date: 4/08/02



A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, T30N R22E BILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.

THUNDER BAY LAKE (A SITE CONDOMINIUM)



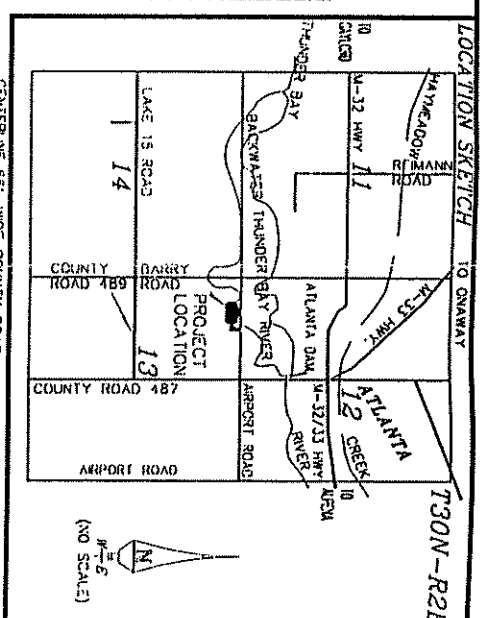
SCALE: 1" = 50'
 0 25 50 75 100
 LEGEND
 --- 1/2" ROD & CAP 1:54:10
 --- 1/2" ROD
 --- CONCRETE BOUNDARY
 --- NOT TO SCALE
 --- GENERAL COMMON

NOTE:
 BEARING BASE IS BASED ON PREVIOUS SURVEY BY LARRY G. BEAUREGARD DATED 02-20-95 W.D. NO. 50-1687

M = MEASURED BY PORTER'S SURVEY
 R = RECORDED AS PER SURVEY BY LARRY BEAUREGARD

COURSE	BEARING	DISTANCE
1 - LC 15	69°44' 48" W	37.31'
2 - LC 15	48°22' 00" W	104.80'
3 - LC 15	48°22' 00" W	34.15'
4 - LC 15	72°57' 05" W	80.12'
5 - LC 15	82°30' 51" W	9.12'
6 - LC 15	74°15' 58" W	30.34'
7 - LC 15	74°15' 58" W	30.34'
8 - LC 15	53°54' 09" W	76.30'
9 - LC 15	50°48' 18" W	58.18'
10 - LC 15	50°48' 18" W	58.18'
11 - LC 15	71°12' 17" W	32.41'
12 - LC 15	66°34' 15" W	37.05'
13 - LC 15	66°34' 15" W	37.05'
14 - LC 15	69°13' 47" W	28.18'
15 - LC 15	69°13' 47" W	28.18'
16 - LC 15	89°29' 50" W	68.31'
17 - LC 15	89°29' 50" W	68.31'
18 - LC 15	89°29' 50" W	68.31'
19 - LC 15	89°29' 50" W	68.31'
20 - LC 15	89°29' 50" W	68.31'
21 - LC 15	89°29' 50" W	68.31'
22 - LC 15	89°29' 50" W	68.31'
23 - LC 15	89°29' 50" W	68.31'
24 - LC 15	89°29' 50" W	68.31'
25 - LC 15	89°29' 50" W	68.31'
26 - LC 15	89°29' 50" W	68.31'
27 - LC 15	89°29' 50" W	68.31'
28 - LC 15	89°29' 50" W	68.31'
29 - LC 15	89°29' 50" W	68.31'
30 - LC 15	89°29' 50" W	68.31'

UNIT	AREA
UNIT 1	4.6252
UNIT 2	4.9887
UNIT 3	5.5654
UNIT 4	8.4217
UNIT 5	5.5057
UNIT 6	5.5057
UNIT 7	4.6825
UNIT 8	4.7022
TOTAL	52.4

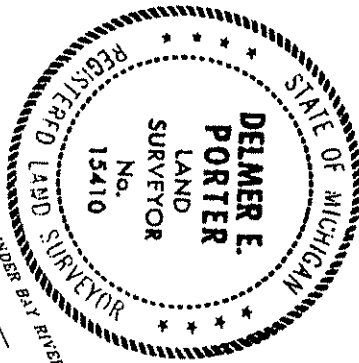


TOTAL PROJECT AREA = 10.19 ACRES
 GENERAL COMMON AREA EASTMENT ROAD = 0.55 ACRES
 GENERAL COMMON AREA ROADWAY N UNITS = 0.79 ACRES
 GENERAL COMMON AREA ROADWAY S UNITS = 0.79 ACRES
 TOTAL UNIT AREA = 9.06 ACRES

SURVEY & SITE PLAN

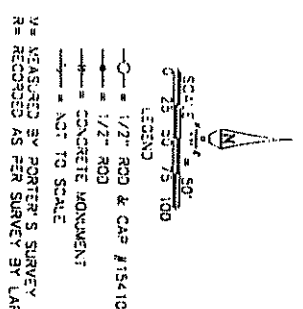
PREPARED BY:
PORTER'S SURVEY P.C.
21529 N-68 HIGHWAY
NO. BOX 158
OKAMA, MICHIGAN 49765
PH: (617) 733-8813

Larry Seaboard
LARRY SEABOARD P.E. #15410
DATE: 4/08/02.

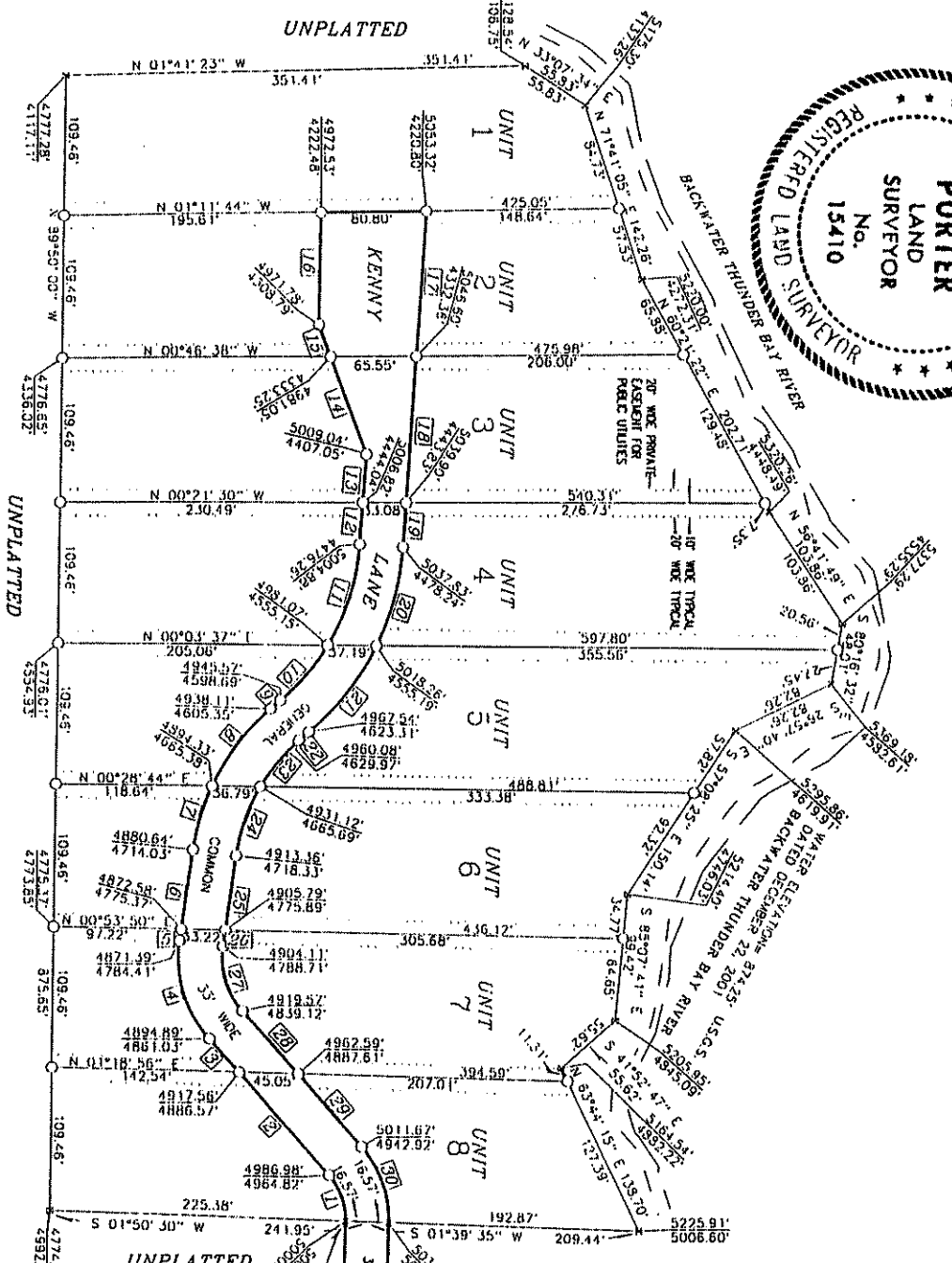


THUNDER BAY LAKE (A SITE CONDOMINIUM)

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13,
T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.



N = NEASURED BY PORTER'S SURVEY
R = RECORDED AS PER SURVEY BY LARRY SEABOARD



COURSE	BEARING	DISTANCE
1	S 89°41'48" W	37.51'
2	S 48°25'00" W	104.80'
3	S 48°25'00" W	34.15'
4	S 72°57'05" W	89.14'
5	N 82°30'51" W	9.12'
6	N 82°30'51" W	61.86'
7	N 78°18'56" W	50.54'
8	N 88°34'15" W	32.29'
9	N 41°44'55" W	10.00'
10	N 50°48'16" W	56.18'
11	N 75°12'17" W	82.41'
12	N 88°34'15" W	32.29'
13	N 88°34'15" W	37.05'
14	S 69°13'47" W	28.18'
15	S 69°13'47" W	28.18'
16	N 89°23'50" W	86.31'
17	S 89°23'21" E	111.67'
18	S 89°23'21" E	34.47'
19	S 89°23'21" E	79.40'
20	S 41°44'55" E	10.00'
21	S 41°44'55" E	84.92'
22	S 41°44'55" E	10.00'
23	S 71°21'08" E	55.56'
24	S 82°30'51" E	98.08'
25	S 82°30'51" E	12.93'
26	S 82°30'51" E	52.74'
27	N 48°25'00" E	73.94'
28	N 48°25'00" E	73.94'
29	N 69°43'51" E	61.93'
30	N 69°43'51" E	61.93'

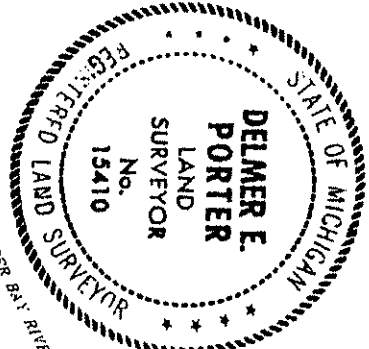
CURVE	RADIUS	ARC LENGTH
1	51.98'	38.38'
4	96.50'	82.65'
7	176.50'	50.71'
8	176.50'	74.36'
10	176.50'	56.41'
11	176.50'	83.16'
20	1211.50'	79.87'
21	1211.50'	82.83'
23	143.50'	46.15'
26	143.50'	55.91'
27	63.59'	54.38'
30	84.87'	63.40'

NOTE:
BEARING BASE IS BASED ON PREVIOUS SURVEY
BY LARRY J. SEABOARD DATED 02-20-95
W.C. NO. 50-1667

UTILITY & EASEMENT PLAN

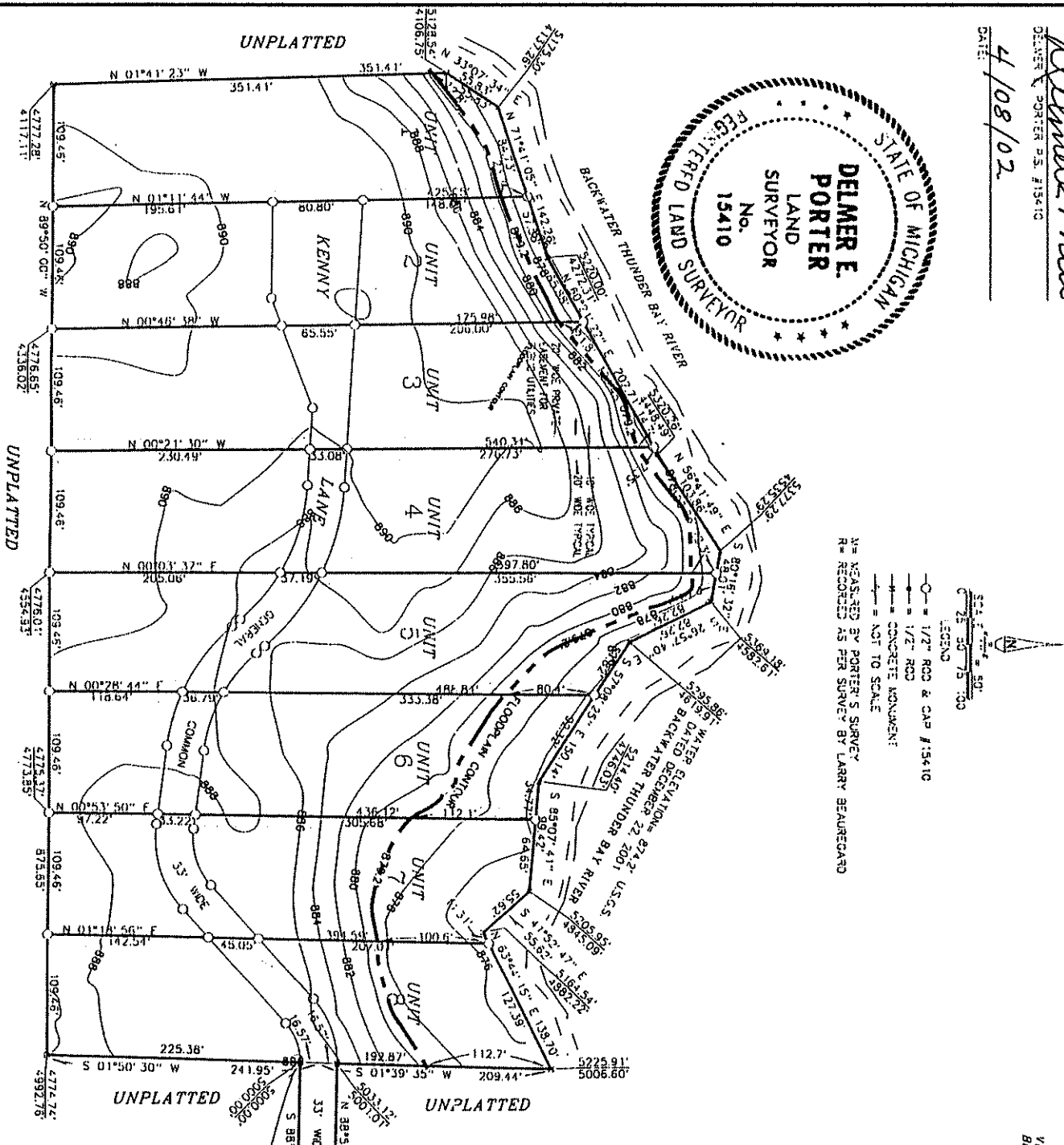
PREPARED BY:
 PORTER'S SURVEY P.C.
 21529 N-88 HIGHWAY
 OKAMA, MICHIGAN 49765
 PH. (517) 733-8813

Delmer E. Porter
 DELMER E. PORTER P.S. #15410
 DATE: 4/08/02



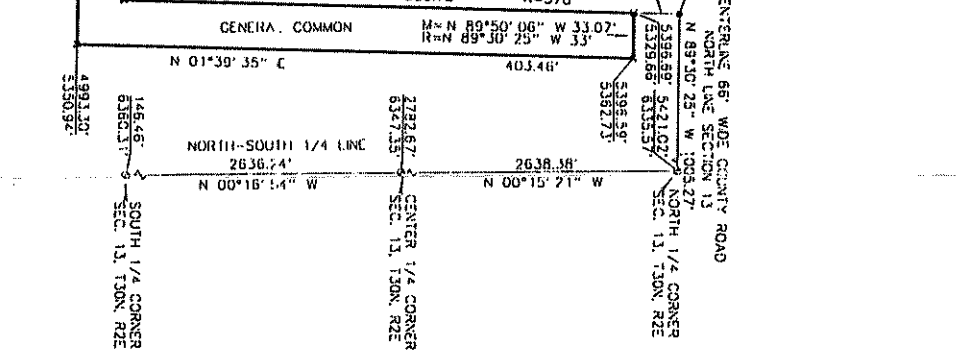
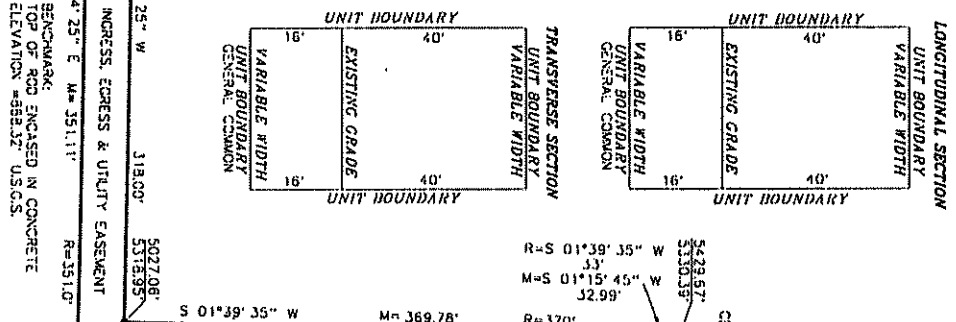
THUNDER BAY LAKE (A SITE CONDUNITIUM)

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13,
 T30N, R2E, BRILEY TOWNSHIP, MONTMORENCY COUNTY, MICHIGAN.



LEGEND
 —○— 1/2" ROD & CAP 1:54.10
 —●— 1/2" ROD
 —■— CONCRETE MONUMENT
 —▲— NOT TO SCALE
 N= MEASURED BY PORTER'S SURVEY
 R= RECORDED AS PER SURVEY BY LARRY BEAUREGARD

TYPICAL SECTIONS UNITS 1-8
 VERTICAL MEASUREMENTS ARE TO
 BE MADE FROM EXISTING GRADE
 (NO SCALE)



SECTION & FLOODPLAIN PLAN