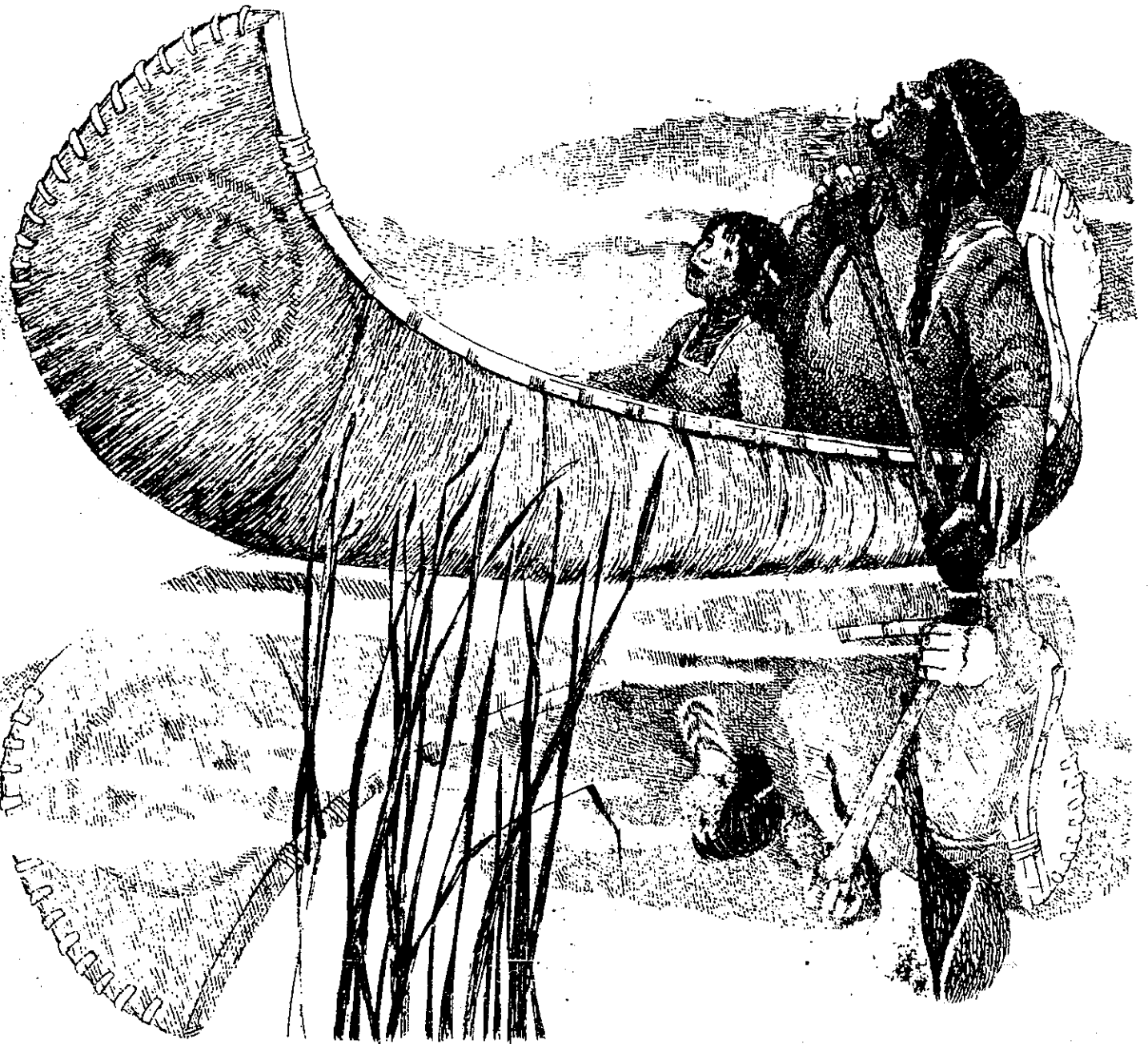


HIAWATHA SHORES

Purchaser Information Booklet



DISCLOSURE STATEMENT

HIAWATHA SHORES
Hanover Township
Wexford County, Michigan

DEVELOPER

Wildwood Development Northern, Inc.
28860 Southfield Road
Lathrup Village, Michigan 48076

(313) 557-2826

HIAWATHA SHORES is a residential site Condominium Project containing twenty-nine (29) single family building sites, each of which constitutes a condominium unit.

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

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Effective Date: December 31 , 1991

HIAWATHA SHORES

This Master Deed is made and executed on this 12th day of December, 1990, by WILDWOOD DEVELOPMENT NORTHERN, INC., a Michigan Corporation, hereinafter referred to as "Developer", whose post office address is 28860 Southfield Road, Lathrup Village, Michigan 48076 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

W I T N E S S E T H :

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Hiawatha Shores, Wexford County Condominium Subdivision Plan No. 3. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by appropriate governmental authority and thereafter will be filed with Wexford County. 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 individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Condominium owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other

Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

DESCRIPTION

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

In the Township of Hanover and in the Village of Buckley, Wexford County, Michigan; Commencing at the Northwest corner of Section 8, Town 24 North, Range 11 West; thence South $01^{\circ}58'58''$ West along the West line of said section 283.86 feet to the point of beginning; thence continuing South $01^{\circ}58'58''$ West along said section line 1045.21 feet to the North eighth line; thence South $87^{\circ}33'44''$ East along said eighth line 1349.98 feet to the Westerly right of way of the M & NE Railroad; thence south $01^{\circ}58'58''$ West 109.94 feet to the shore of Lake Gitchegumee; thence along said shore the following courses: $N85^{\circ}39'41''W$ 213.97 feet; $N50^{\circ}52'31''W$ 98.30 feet; $N89^{\circ}51'27''W$ 101.55 feet; $S36^{\circ}11'54''W$ 56.81 feet; $S03^{\circ}29'01''W$ 266.10 feet; $S47^{\circ}10'00''W$ 96.68 feet; $N75^{\circ}16'51''W$ 114.74 feet; $N42^{\circ}51'45''W$ 100.16 feet; $S12^{\circ}15'33''W$ 79.78 feet; $N12^{\circ}08'08''W$ 114.92 feet; $N24^{\circ}26'29''E$ 75.16 feet; $N18^{\circ}43'32''W$ 130.60 feet; $N85^{\circ}34'52''W$ 138.57 feet; $S40^{\circ}22'29''W$ 67.85 feet; $S02^{\circ}53'19''W$ 328.28 feet; $S15^{\circ}36'02''E$ 97.42 feet; $N89^{\circ}40'10''W$ 102.52 feet; $N40^{\circ}45'30''W$ 105.58 feet; $N12^{\circ}32'28''W$ 220.39 feet; $S55^{\circ}21'39''W$ 129.55 feet; $S12^{\circ}19'12''W$ 123.70 feet; $S00^{\circ}09'29''W$ 121.60 feet; $N86^{\circ}18'06''W$ 149.34 feet; $N42^{\circ}50'07''W$ 89.24 feet; $N09^{\circ}00'12''W$ 107.68 feet; $N12^{\circ}39'58''E$ 370.65 feet; $N75^{\circ}09'22''W$ 78.52 feet; $S15^{\circ}35'42''W$ 201.64 feet; $S25^{\circ}30'08''W$ 252.37 feet; $S15^{\circ}18'42''E$ 165.10 feet; $S39^{\circ}52'32''W$ 54.49 feet; $N77^{\circ}28'01''W$ 112.60 feet; $S70^{\circ}46'39''W$ 161.96 feet; $N02^{\circ}39'09''E$ 202.02 feet; $N27^{\circ}35'39''W$ 139.65 feet; $N08^{\circ}14'22''E$ 132.55 feet; $N26^{\circ}33'05''W$ 69.31 feet; $N28^{\circ}24'32''E$ 87.64 feet; $N33^{\circ}55'33''W$ 198.25 feet; $N00^{\circ}23'43''E$ 218.42 feet; $S89^{\circ}54'42''E$ 46.85 feet; $S50^{\circ}19'47''E$ 112.06 feet; $N41^{\circ}11'54''E$ 94.90 feet; $N05^{\circ}51'11''W$ 164.84 feet; $N00^{\circ}09'20''E$ 108.08 feet; $N18^{\circ}40'42''E$ 186.20 feet; $N77^{\circ}18'07''E$ 430.52 feet to a point 33 feet West of the East line of Section 7; thence North $01^{\circ}58'58''$ East 240.80 feet; thence South $74^{\circ}48'43''$ East 33.90 feet to the point of beginning. Including all land to the water's edge of Lake Gitchegumee.

and excepting all oil, gas and mineral rights together with a non-exclusive easement to use for the purposes of ingress, egress and the installation of utilities that certain easement as set forth in Liber 68, Page 518, Wexford County Records as amended by Affidavit of Correction recorded November 30, 1990 in Liber 39, Page 760, Wexford County Records, and also reserving in Developer and its assigns the non-exclusive easement rights acquired by the aforesaid instruments, and, reserving in Developer and its assigns a non-exclusive perpetual easement for purposes of ingress, egress and the installation and maintenance of utilities on and over that portion of the General Common Elements designated on Exhibit B as a road to serve other properties owned by Developer.

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 rules and regulations of Hiawatha Shores 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 Hiawatha Shores as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. ACT.

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

Section 2. ASSOCIATION.

"ASSOCIATION" means Hiawatha Shores Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. BYLAWS.

"BYLAWS" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Non-profit Corporation Act.

Section 4. COMMON ELEMENTS.

"COMMON ELEMENTS," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. CONDOMINIUM DOCUMENTS.

"CONDOMINIUM DOCUMENTS" means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. CONDOMINIUM PREMISES.

"CONDOMINIUM PREMISES" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hiawatha Shores as described above.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT.

"CONDOMINIUM PROJECT", "CONDOMINIUM", or "PROJECT" means Hiawatha Shores as a Condominium Project established in conformity with the provisions of the Act.

Section 8. CONDOMINIUM SUBDIVISION PLAN.

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

Section 9. CONSOLIDATING MASTER DEED.

"CONSOLIDATING MASTER DEED" means the final amended Master Deed

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which shall describe Hiawatha Shores as a completed Condominium Project. Such Consolidating Master Deed, when recorded in the office of the Wexford County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. CONSTRUCTION AND SALES PERIOD.

"CONSTRUCTION AND SALES PERIOD", for the purposes of the condominium documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. CO-OWNER.

"CO-OWNER" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. DEVELOPER.

"DEVELOPER" means Wildwood Development Northern, Inc., a Michigan Corporation which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. FIRST ANNUAL MEETING.

"FIRST ANNUAL MEETING" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 14. TRANSITIONAL CONTROL DATE.

"TRANSITIONAL CONTROL DATE" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. UNIT OR CONDOMINIUM UNIT.

"UNIT" or "CONDOMINIUM UNIT" each mean a single Unit in Hiawatha Shores, as such space may be described in Article V, Section 1 hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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 and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B" attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached hereto as Exhibit "A" and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. GENERAL COMMON ELEMENTS.

The General Common Elements are:

a. LAND.

All of the land described in Article II hereof and in Exhibit B hereto together with beneficial easements described in Article II hereof and including riparian and littoral rights, if any, attributable to such land.

b. IMPROVEMENTS.

All roads and other surface improvements, if any, not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

c. ELECTRICAL.

The electrical transmission system throughout the Project up to the Unit boundary line.

d. TELEPHONE.

The telephone system throughout the Project up to the Unit boundary line.

e. GAS.

The gas distribution system throughout the Project, if any, up to the Unit boundary line.

f. WATER.

Any possible future water distribution system throughout the Project, if any, up to the Unit boundary line.

g. SANITARY SEWER.

Any possible future sanitary sewer system throughout the Project, if any, up to the Unit boundary line.

h. TELECOMMUNICATIONS.

The telecommunications system, if and when it may be installed, up to the Unit boundary line.

1. OTHER.

Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. LIMITED COMMON ELEMENTS.

Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements, if any, are the land so designated in Exhibit "B" to this Master Deed and any other improvements constructed by Developer and designated Limited Common Elements pursuant to Articles VI and VII below. All such Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan, as provided in Articles VI and VII below.

Section 3. RESPONSIBILITIES.

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

a. CO-OWNER RESPONSIBILITIES.

The responsibility for, and the cost of maintenance, decoration, repair and replacement of any and all dwelling unit exteriors, patio areas and courtyards within each Unit, and additionally the costs of installation and maintenance of individual septic systems installed by a Co-owner upon the Unit or that portion of the General Common Elements of the Condominium designated in Exhibit B as the drain material area shall be borne by the Co-owner of the Unit which is served thereby. In connection with any amendment made by Developer pursuant to Article VI or Article VII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expenses.

That portion of the General Common Elements designated on Exhibit B as the drain material area may be used by the Co-owners to obtain fill from such Common Elements for use upon its Unit to provide such fill as to adequately provide for such Co-owners septic system. All cost of removing and transporting such fill shall be borne by the Co-owner.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article VI hereof or elsewhere in the Condominium Documents.

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

b. ASSOCIATION RESPONSIBILITIES.

The cost for and the costs of maintenance of the General Common Elements of the Condominium, except as above set forth, shall be borne by the Association.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. DESCRIPTION OF UNITS.

Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hiawatha Shores as surveyed by Nicholas B. DeYoung, a registered land surveyor, and attached hereto as Exhibit "B". Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines and excluding therefrom any land.

Section 2. PERCENTAGE OF VALUE.

The percentage of value assigned to each Unit shall be equal at Three point five seven (3.57%) percent except for Unit 1 which shall be valued at Three point six one (3.61%) percent. The determination that percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is one hundred (100%) percent.

ARTICLE VI

CONVERTIBLE AND EXPANSION AREAS

Section 1. IMPROVEMENTS TO BE SHOWN.

Not all improvements ancillary in nature or use to the residential dwellings to be constructed within the Units may have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory improvements until the architectural plans for the dwellings have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Co-owners shall install and maintain in the manner set forth in Exhibit "A" hereto, at Co-owner's sole cost and expense, individual septic systems and wells on the Unit in a manner then satisfactory to the appropriate governmental agencies. Further, Developer may install

improvements designed and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan. Developer therefore reserves the right to construct, install and locate any or all of the improvements identified above, and to reasonably adjust Unit boundaries to conform to actual construction of improvements upon the Unit pursuant to the provisions of Section 48 of the Act, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere on the General Common Elements and to grant such easement or easements as may be reasonably necessary or desirable to accomplish the above including easements for ingress to and egress from such improvements, as hereinafter provided. Such changes in the Condominium Project or changes in Unit location shall be given effect by an appropriate amendment or amendments to this Master Deed.

Section 2. DESIGNATION OF CONVERTIBLE AREA.

The land depicted as General Common Elements on Exhibit "B" hereto has also been designated as a Convertible Area within which, during a period ending July 31, 1996, may be constructed improvements of the type specified in Section 1 of this Article VI. Such improvements, if and to the extent constructed, may be designated Limited Common Elements appurtenant to one or more Units or General Common Elements, as determined by Developer in its discretion in light of the nature and intended use of the improvements.

Section 3. COMPATIBILITY OF IMPROVEMENTS.

All improvements constructed within the Convertible and Expandable Area shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion. No improvements, other than as indicated above, may be created on the Convertible Area.

Section 4. DESIGNATION OF EXPANDABLE AREA.

The Condominium Project established pursuant to the initial Master Deed of Hiawatha Shores and consisting of twenty-eight (28) Units which may be expanded to contain in its entirety twenty-nine (29) Units. Additional Units, if any, will be upon all or some portion of the following described premises:

In the Township of Hanover, Wexford County, Michigan; Commencing at the Northeast corner of Section 7, Town 24 North, Range 11 West; thence South $01^{\circ}58'58''$ West along the East line of said section 283.86 feet; thence North $74^{\circ}48'43''$ West 33.90 feet to the point of beginning; thence South $01^{\circ}58'58''$ West 240.80 feet; thence Northwesterly to the water's edge of Lake Gitchegumee; thence Northerly, Westerly, Northerly, and Easterly along the shore of said lake and encompassing a peninsula Westerly of the course described as $S01^{\circ}58'58''W$ 240.80 feet, and returning to said course South of the point of beginning; thence North $01^{\circ}58'58''$ East to the point of beginning.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending

no later than July 31, 1996, be increased by the addition to this Condominium of any portion of the future development and the provisions for residential or residential site Units thereon. The nature, appearance and location of all such additional Units as may be provided for thereon shall be determined by Developer in its sole judgment as may be approved by appropriate governmental authority. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each Unit in Article V hereof be increased, nor shall the percentage of value assigned to each Unit in Article V hereof be diminished to less than .10 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and serve the additional units being added to the Project by such amendment.

Section 5. AMENDMENT OF MASTER DEED.

Any such amendment or amendments to the Master Deed by conversion shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately carry on the intent of this Article VI. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Developer shall be obligated to amend the Condominium Subdivision Plan to show all improvements constructed within the Convertible Area. In the case of those improvements serving only one (1) residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after completion of construction of such residential building site, and in the case of those improvements serving more than one residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after the later to occur of completion of construction of the dwellings served by the improvement or completion of construction of the improvement itself. Such amendments to this Master Deed shall be made from time to time as provided herein and by law, which amendments shall be prepared by and at the discretion of Developer and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the dwellings and Common Elements being altered in the Project by such amendments. Further, with the consent of the individual Co-owner concerned, the boundaries of the Unit itself may be modified as above provided. In connection with any such amendments, 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.

Such amendment or amendments as contemplated by this Article VI may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and

Exhibits hereto; PROVIDED HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6. CONSENT OF INTERESTED PARTIES.

All of the Co-owners and mortgagees of the 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 to this Master Deed as may be made pursuant to this Article VI. All such interested persons irrevocable appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII

EASEMENTS

Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. GRANT OF EASEMENTS BY ASSOCIATION.

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights of entry 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 the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person benefitted thereby.

Section 3. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT.

The Developer and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

Section 4. UTILITY EASEMENT.

Developer also hereby reserves for the benefit of the Association, itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains, if any.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in the Wexford County Records. 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 easement or transfer of title.

Section 5. TELECOMMUNICATIONS AGREEMENTS.

The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right of way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary convenient or desirable to provide for telecommunication, video text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be paid over to and shall be the property of the Association.

ARTICLE VIII**AMENDMENT**

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of the Co-owners, except as hereinafter set forth.

Section 1. MODIFICATION OF UNITS OR COMMON ELEMENTS.

No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit nor may the nature of extent or Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. MORTGAGEE CONSENT.

Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds (66-2/3) percent of all first mortgagees of record allowing one (1) vote for each mortgage held.

Section 3. BY DEVELOPER.

Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event mortgagee consent shall be required as provided in Section 2 of this Article.

Section 4. CHANGE IN PERCENTAGE OF VALUE.

The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed or in the Bylaws.

Section 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT.

The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five (85%) percent of all Co-owners.

Section 6. DEVELOPER APPROVAL.

During the Construction and Sales Period, Article VI, Article VII, and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

ARTICLE IX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly

recorded in the Office of the Wexford County Register of Deeds.

WITNESSES:

WILDWOOD DEVELOPMENT NORTHERN,
INC., a Michigan Corporation

James Czajka
James Czajka

By: Herbert Rosen
Herbert Rosen

Its: President

Elisabeth Bassin
Elisabeth Bassin

STATE OF MICHIGAN)
 : ss.
COUNTY OF OAKLAND)

On this 12TH day of December, 1990 before me a Notary Public in and for said County personally appeared HERBERT ROSEN, President of Wildwood Development Northern, Inc., a Michigan Corporation, which executed the foregoing Master Deed as the free act and deed of said Corporation.

Elisabeth Bassin
Elisabeth Bassin, Notary Public
Oakland County, Michigan
My Commission Expires: June 17, 1991

Drafted By:
Arthur S. Bond, Jr.
Route 3, Box 2
Bellaire, Michigan 49615
(616) 533-8123

EXHIBIT "A"**BYLAWS
HIAWATHA SHORES****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Hiawatha Shores, a residential site Condominium Project located in the Township of Hanover, Wexford County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. 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. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. 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.

ARTICLE II**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements.

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

Assessments shall be determined in accordance with the following provisions:

A. Budget.

The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$2,000 annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

B. Special Assessments.

Special assessments, in addition to those required in subparagraph A above, may be made by the Board of Directors from time to time and approved by the Co-owner as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,000 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this

subparagraph (b) (but not including those assessments referred to in subparagraph A above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof. Additionally, the Association may make special assessments against any one or more Co-owners for these purposes and to enforce those provisions set forth in Article VII, Paragraph 2 of the Master Deed without reference to the Co-owners for approval.

Section 3. Apportionment of Assessments and Penalty for Default.

Unless otherwise provided for or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any limitation to use the Limited Common Elements, if any, appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in one (1) annual payment in advance due and payable July 1st of each year and prorated to the date of acceptance of a deed to or a land contract vendee's interest in a Unit, or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date of each payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven (7%) per annum until each installment is paid in full. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more Co-owners) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while the Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertaining to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account for installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on each installment; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit.

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

A. Remedies.

In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

B. Foreclosure Proceedings.

Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell, or to cause to be sold, the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and hearing on the same prior to the sale of the subject Unit.

C. Notice of Action.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future

assessment(s), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

D. Expenses of Collection.

The expenses incurred in collecting unpaid assessments, including interest, cost, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee.

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

Section 7. Developer's Responsibility for Assessments.

The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the periodic Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the dwellings and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the dwellings and other improvements construction within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer at the time the expense is incurred shall pay an amount in that proportion as the total number of Units then owned by the Developer bears to the total number of Units then in the project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, Lake Gitchegumee Association dues or assessments, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the appropriate governmental authority.

Section 8. Property Taxes and Special Assessments.

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

Section 9. Personal Property Tax Assessment of Association 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 10. Mechanic's Lien.

A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended shall be subject to Sections 132 of the Act.

Section 11. Statement as to Unpaid Assessments.

The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of each Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof apply to such lien prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Scope and Election.

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties hereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration rules of the American Arbitration Association as amended and in effect from

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time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief.

In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner Association shall be precluded from petitioning the courts to resolve or such disputes, claims or grievances.

Section 3. Election of Remedies.

Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage.

The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workman's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance shall be carried and administered in accordance with the following provisions:

A. Responsibilities of Association.

All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear.

B. Insurance of Common Elements.

All General Common Elements constructed, if any, of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

C. Premium Expenses.

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

Section 2. Responsibilities of Co-owners.

Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his condominium Unit and for his personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation

costs. Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit or within the residential dwelling located thereon and on the Limited Common Elements of his Condominium Unit or within the residential dwelling located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located). The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation.

The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Eminent Domain.

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

A. Taking of Unit.

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

B. Taking of Common Elements.

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

C. Continuation of Condominium After Taking.

In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing

value of the Condominium of one hundred (100%) percent. 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 or other person having any interest whatever in the Project, as mortgagee or otherwise.

D. Notification of Mortgagees.

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

Section 2. Notification of FHLMC.

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

Section 3. Priority of Mortgage Interests.

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

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium Shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use.

No Unit in the Condominium shall be used for other than single-family residence purposes including residence, attached or unattached garages and storage buildings, provided, no structure shall be constructed with metal, cement block or tar paper siding. Single width mobile homes are prohibited. The Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Leasing and Rental.

A. Right to Lease.

A Co-owner may lease his Unit subject to the Condominium documents for the same purposes set forth in Section 1, of this Article VI provided that written disclosure of such lease

transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate all of the provisions of the Condominium Documents.

B. Leasing Procedures.

The leasing of Units in the project shall conform to the following provisions:

- 1) The term of the lease shall be a minimum of two (2) nights.
- 2) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
 - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
 - (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by tenant or advise the Association that a violation has not occurred.
 - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant.

Section 3. Architectural Control.

The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in connection with the sale of such Units to individual Co-owners. All preliminary plans and working drawings shall be:

- A. Be prepared by a licensed builder or other person satisfactory to the Developer or the Association; and
- B. Provide that construction shall be completed within one (1) year of the start of construction unless waived in writing by the Developer of the Association.
- C. Provide that construction of any dwelling must also receive any necessary approvals from the appropriate local, county and state governmental authority.
 - 1) All Units shall be used for single family residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one (1) single family dwelling house and appurtenant attached structures on each Unit as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached or detached garage for the sole use of the occupants of the Unit upon

which the garage is erected may also be erected and maintained and a storage building shall be permitted.

- 2) No dwelling shall be permitted on any Unit unless, in the case of one-story building, the living area thereof shall be no less than one thousand (1000) square feet; in the case of a two-story building, the living area thereof shall be not less than one thousand three hundred (1300) square feet; and in the case of a quad or tri-level building, the living area thereof shall be not less than one thousand seven hundred (1700) square feet. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, out buildings, porches or similar areas which are not normally classified as living areas. All garages must be architecturally related to the dwelling. The BOARD may grant such exceptions to this restriction as it deems suitable. No garage shall provide space for less than two (2) automobiles.
- 3) Each Co-owner shall keep all improvements on his Unit in good conditions and in good repair at all times.
- 4) Shacks, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The erection of a temporary storage building by a builder or his subcontractors for materials and supplies to be used in the construction of a dwelling is permitted only during the period when a house is under construction in the Condominium by the builder.
- 5) The following general conditions shall be in effect:
 - a. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view and/or provided by the Association.
 - b. The grade of any lot in the subdivision may not be changed to alter the character of the Unit without the written consent of the Developer or the Association.
 - c. No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on the road.
- 6) The visible exterior walls of any dwelling structures shall be made of wood, stone, brick, stucco, vinyl or any combination thereof. Windows and doors made of unpainted aluminium or non-factory painted aluminium are prohibited.
- 7) No fence, wall or solid hedge may be erected, grown or maintained in front of or along the lake side building line of any Unit; provided, however, that low ornamental fencing or planting along the front Unit line in architectural harmony with the design of the house, may be erected with approval of the Board. No fence, except for dog run fences, or wall may be erected or maintained on or along the sides lines of any Unit and/or on or along the

real line of any Unit except fences which are required by law to enclose swimming pools and fences which are an integral part of a deck or patio design shall be permitted. All fences, except for dog run fences which may be constructed using black chain link, must be constructed of pressure treated wood, cedar, or the materials used for the construction of the exterior of the residence. Deck and patio fences shall not exceed a height of six (6') feet.

- 8) Any debris resulting from the destruction in whole or in part of any dwelling or building on any Unit shall be removed with all reasonable dispatch from such Unit in order to prevent an unsightly or unsafe condition.
- 9) No living tree of more than five (5") inches in diameter at three (3') feet above the ground shall be removed without the approval of the Developer or the Association except in the area where improvements are being constructed.

Section 4. Changes in Common Elements.

Except as provided in Article VI, Section 3 above with respect to the Developer, no Co-owner shall make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors.

Section 5. Activities.

No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be, or become, an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or on any Unit at any time. Co-owner shall not do or permit anything to be done, or keep or permit to be kept on his Unit or on the Common Elements, anything that will increase the rate of insurance of the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, or other similar dangerous weapons, projectiles or devises.

Section 6. Pets.

No animals, except for household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given permission therefor. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations after written

notice of such violation to the Co-owner and a ten (10) day period to cure such violation.

Section 7. Aesthetics.

The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner in his dwelling, elsewhere on his Unit, or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 8. Vehicles.

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the condominium premises, unless parked in the garage unless otherwise approved by the Developer or the Association. No inoperable vehicles nor vehicles with non-current registration plates of any type may be brought or stored upon the condominium premises either temporarily or permanently. No vehicles shall be operated in a manner which may disturb the reasonable enjoyment of other Co-owners. Commercial vehicles and trucks shall not be parked in or about the condominium (except as above provided) except while making deliveries or pickups in the normal course of business.

Section 9. Advertising.

No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit (except for one (1) 2' x 3' realtor "for sale" signs) or on the Common Elements, including "For Sale" signs, without written permission from the Association except for signs of the Developer during the sales period.

Section 10. Rules and Regulations.

It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Co-owner Maintenance.

Each Co-owner shall maintain his Unit and the improvements thereon and any Limited Common Elements appurtenant thereto, for which he has maintenance responsibility, in a safe clean and sanitary condition including, without limiting the generality of the foregoing, all septic systems and wells. 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 which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to, or misuse of, any of the Common Elements by him or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in the Article II hereof.

Section 12. Reserved Rights of Developer.

A. Developer's Rights in Furtherance of Development and Sales.

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 sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time.

B. Enforcement of Bylaws.

The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium.

Section 13. Location of Septic Systems, Wells, Driveways and Building Lines.

All driveways, building lines, septic systems and wells shall be located as indicated on Exhibit "B" to this Master Deed. Sewage services and water supply shall be provided by individual septic system and wells. Individual septic systems or wells shall be installed upon the Unit or upon those portions of the General Common Elements provided by the Developer or the Association and maintained at the cost of the Co-owner and in respect to the maintenance of septic systems, the Co-owner shall or shall cause such systems to be inspected periodically by a licensed septic hauler. In the event that public water and/or sewerage systems are made available to the Condominium in the future, Co-owners shall tie into such systems at their sole cost and expense. Septic tile fields shall be located at least one hundred (100') feet from the abutting lake, seventy-five (75') feet from any well and four (4') feet above the high water mark, elevation 1010.30 U.S.G.S. Datum, and referenced by bench marks shown on Exhibit "B". Wells shall be of sufficient depth to penetrate the second aquifer through the clay barrier unless otherwise approved by appropriate governmental authority.

Section 14. Lake Gitchegumee Association

Each Co-owner shall also become a member of Lake Gitchegumee Association, a Michigan non-profit Corporation, incorporated for the purpose of coordinating the affairs of certain real estate developments, including Hiawatha Shores, at such costs of dues and assessments as may be determined by said Association.

ARTICLE VII**MORTGAGES****Section 1. Notice to Association.**

Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units". The Association may, at the written request of a mortgagee of such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Notification of Meetings.

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

ARTICLE VIII**VOTING****Section 1. Vote.**

Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned at the percentage value established in Article V of the Master Deed.

Section 2. Eligibility to Vote.

No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. Designation of Voting Representative.

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

Section 4. Quorum.

The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents 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.

Section 5. Voting.

Votes may be cast only in person or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written 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.

Section 6. Majority.

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

ARTICLE IX**MEETINGS****Section 1. Place of Meeting.**

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting.

The First Annual Meeting may be convened only by Developer and may be called at any time after more than fifty (50%) percent of the Units in Hiawatha Shores (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as 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.

Section 3. Annual Meetings.

Annual meetings of the Association shall be held in August or September each succeeding year after the year in which the First Annual Meeting is held at such time, date and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings.

It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings.

It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner 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 Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment.

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If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business.

The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting.

Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by a receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees.

The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or a approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice.

Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A

recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidenced that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established and created an Advisory Committee to consist of at least three (3) non-developer Co-owners to be elected by the non-developer Co-owners. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualifications of Directors.

The Board of Directors shall be comprised of three (3) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

A. First Board of Directors.

The First Board of Directors shall be composed of three (3) persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections B and C below.

B. Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting.

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, one-third (1/3) of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer shall then immediately appoint such Director to the

Board to serve until the First Annual Meeting unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

C. Election of Directors at and After First Annual Meeting.

- 1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
- 2) Notwithstanding the formula above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors of the Association of Co-owners equal to the percentage of Units they hold, and the Developer has the right to elect as provided in the Condominium Documents, a number of members of the Board equal to the percentage of Units which are owned by the Developer.
- 3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect as above provided, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided.
- 4) At the First Annual Meeting three (3) Directors shall be elected for a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.
- 5) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

The Board of Directors shall have the 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.

Section 4. Other Duties.

In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- A. To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- B. To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- C. To carry insurance and collect and allocate the proceeds thereof.
- D. To rebuild improvements after casualty.
- E. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- F. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- G. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association.
- H. To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.
- I. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- J. To enforce the provisions of the Condominium Documents.

Section 5. Management Agent.

The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the

duties listed in Sections 3 and 4 of this Article. The Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, its successors or assigns, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies.

Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal.

At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all the Co-owners and successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting.

The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings

of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings.

Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state, the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice.

Before, or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Adjournment.

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purpose of determining a quorum.

Section 13. First Board of Directors.

The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

ARTICLE XII

OFFICERS

Section 1. Officers.

The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one (1) person.

A. President.

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The President shall be the chief executive of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to,

the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

B. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

C. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and he shall, in general, perform all duties incident to the office of the Secretary.

D. Treasurer.

The Treasurer shall have full responsibility for the Association funds and securities and shall be responsible for books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election.

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal.

Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties.

The officers shall have such other duties, powers and responsibilities as shall from time to time, be authorized by the Board of Directors.

ARTICLE XIII**SEAL**

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV**FINANCE****Section 1. 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-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited, at the discretion of the Association, at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such accounting expenses shall be expenses of administration.

Section 2. Fiscal Year.

The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank.

Funds of the Association shall be initially deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank as is insured by the Federal Deposit Insurance Corporation.

ARTICLE XV**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a

Director or officer at the time such expenses are incurred except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal.

Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the Co-owners 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 these Bylaws.

Section 3. Voting.

These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of first mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held.

Section 4. By Developer.

Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend these Bylaws without approval of any Co-owner or mortgagee unless the amendment would materially alter or change the rights of a Co-owner or Mortgagee, in which event mortgagee consent shall be required as provided in Section 3 above.

Section 5. When Effective.

Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wexford County Register of Deeds.

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action.

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

Section 2. Recovery of Cost.

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

Section 3. Assessment of Fines.

The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the

Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-five (\$25.00) Dollars for the second violation, Fifty (\$50.00) Dollars for the third violation or One hundred (\$100.00) Dollars for any subsequent violation.

Section 4. Non-Waiver of Right.

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

Section 5. Cumulative Rights, Remedies and Privileges.

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

Section 6. Enforcement of Provisions of Condominium Documents.

A Co-owner may maintain an action against the Association and its officers and Directors to compel such 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 noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the

Association, at the conclusion of the construction and sales period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI

SEVERABILITY

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

ATTENTION: COUNTY REGISTRAR OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN
CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS
PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1, AND
THE SURVEYOR'S CERTIFICATE, SHEET 2.

WEXFORD COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

HIAWATHA SHORES,

A CONDOMINIUM

HANOVER TOWNSHIP AND THE VILLAGE OF BUCKLEY

WEXFORD COUNTY, MICHIGAN.

LIBER 323

PROPERTY DESCRIPTION - HIAWATHA SHORES

In the Township of Hanover and in the Village of Buckley, Wexford County, Michigan; Commencing at the Northwest corner of Section 8, Town 24 North, Range 11 West; thence South 01°58'58" West along the West line of said section 281.85 feet to the point of beginning; thence continuing south 01°58'58" West along said section line 1045.21 feet to the North eighth line; thence South 07°33'44" East along said eighth line 1393.98 feet to the Westerly right of way of the M & NE Railroad; thence South 01°58'58" West 109.39 feet to the shore of Lake Clithaque; thence along said shore the following courses: N85°39'01"W 213.37 feet; N50°52'31"W 98.30 feet; N89°51'27"W 101.55 feet; S36°11'54"W 56.81 feet; S03°29'01"W 266.10 feet; S47°10'00"W 96.68 feet; N12°06'08"W 119.78 feet; N42°51'45"W 100.16 feet; S12°15'33"W 79.68 feet; N12°06'08"W 119.78 feet; N27°26'29"E 75.16 feet; N18°43'37"W 130.60 feet; N85°39'52"W 138.57 feet; S48°22'29"W 67.85 feet; S02°53'19"W 328.28 feet; S15°36'02"E 97.42 feet; N89°00'18"W 102.52 feet; N40°45'30"W 105.58 feet; N12°32'28"W 220.33 feet; S55°21'39"W 129.55 feet; S12°19'12"W 123.70 feet; S00°09'29"W 121.60 feet; N08°18'06"W 149.34 feet; N42°50'07"W 83.24 feet; N09°06'12"W 107.68 feet; N17°39'58"E 370.65 feet; N75°09'22"W 78.52 feet; S15°35'42"W 201.64 feet; S25°30'08"W 252.37 feet; S15°18'42"E 165.10 feet; S33°32'32"W 54.49 feet; N77°28'01"W 112.60 feet; S70°46'39"W 161.96 feet; N02°39'09"E 202.02 feet; N27°35'35"W 139.65 feet; N08°14'22"E 132.55 feet; N16°33'05"W 69.31 feet; N28°24'32"E 87.64 feet; N33°55'33"W 198.25 feet; N00°23'43"E 218.42 feet; S89°54'42"E 46.85 feet; S50°19'47"E 112.06 feet; N41°11'54"E 94.30 feet; N05°51'11"W 164.84 feet; N00°09'20"E 108.08 feet; N19°08'42"E 166.70 feet; N77°18'07"E 430.52 feet to a point 33 feet West of the East line of Section 7; thence North 01°58'58" East 200.80 feet; thence South 74°04'03" East 33.90 feet to the point of beginning. Including all land to the water's edge of Lake Clithaque.

SHEET INDEX

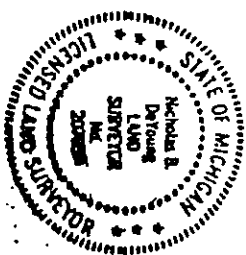
1. TITLE SHEET
2. SURVEY, SITE, UNIT, UTILITY AND FLOOD PLAIN PLAN UNITS 1-11.
3. SURVEY, SITE, UNIT, UTILITY AND FLOOD PLAIN PLAN. UNITS 12-28.
4. PROPOSED SITE PLAN

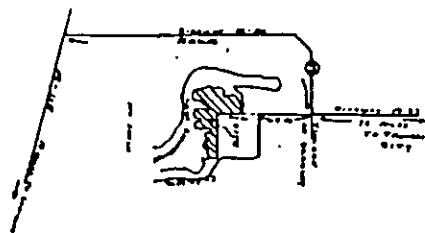
DEVELOPER

WILDWOOD DEVELOPMENT NORTHERN
A MICHIGAN CORPORATION
28860 SOUTHFIELD ROAD
LATHRUP VILLAGE, MI 48076

SURVEYOR

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR #20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720





LOCATION MAP

- LEGEND
- UNIT NUMBER AND LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - COORDINATE POINT
 - 1/2" X 18" IRON ROD
 - CONCRETE MONUMENT

COORDINATES ARE ON AN ASSUMED BASE. BEARINGS ARE IN RELATION WITH THE RECORDED PLAT OF LAKE GITCHEGUMEE NO. 1, RECORDED IN LIBER 5 OF PLATS, PAGE 168, WEXFORD COUNTY RECORDS.

NOTE: PLANS FOR UTILITY LINES ARE NOT COMPLETE AT THIS TIME. AS BUILT PLANS WILL SHOW THEM.

NOTE: THE LOWEST EARTH SURFACE GRADE ELEVATION OF ALL UNITS IS THE WATER ELEVATION OF 1005.81 U.S.C.S. DATUM

SURVEY, SITE, UNIT, UTILITY, AND FLOOD PLAIN PLAN OF

HIAWATHA SHORES, A CONDOMINIUM.

SURVEYOR'S CERTIFICATE

I, NICHOLAS B. DE YOUNG, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WEXFORD COUNTY CONDOMINIUM SUBDIVISION, PLAT NO. 1, AS SHOWN ON THE ACCOMPANYING PLAT, REPRESENTS A SURVEY ON THE GRADE MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LOTS AND PROPERTY HEREIN DESCRIBED.

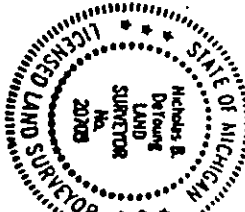
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 112 OF ACT NUMBER 35 OF THE PUBLIC ACTS OF 1976.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 112 OF ACT NUMBER 35 OF THE PUBLIC ACTS OF 1976.

THAT THE BEARINGS AND DISTANCES ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 112 OF ACT NUMBER 35 OF THE PUBLIC ACTS OF 1976.

DATE 11/2/80

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR
1201 BRIDGE STREET
CHARLEVOIX, MI 49720



UNIT
SCALE 1"=20'

UNIT
SCALE 1"=20'
LOWEST EARTH SURFACE
GRADE ELEVATION 1005.81

PREPARED BY: *Nicholas B. De Young*
NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR # 20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

SCALE 1"=60'
0 30 60 120 240

PROPOSED NOV. 10, 1990.
SHEET 2

COORDINATE POINTS

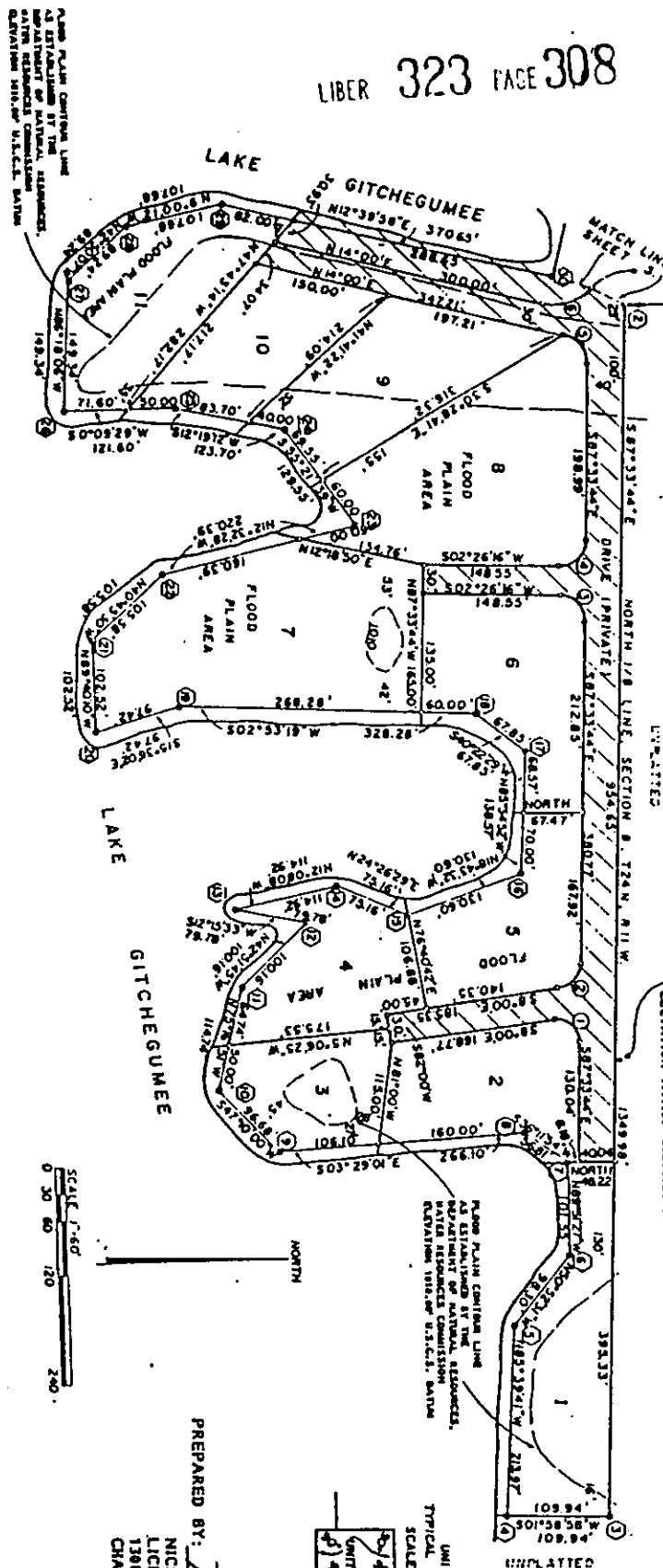
No.	NORTH	EAST
1.	2315.235	1995.796
2.	1630.246	1983.637
3.	1631.246	1912.387
4.	1592.455	2088.532
5.	1519.642	2095.231
6.	1581.640	2010.346
7.	1581.231	2017.418
8.	1536.027	2083.845
9.	1328.454	1999.824
10.	1323.088	2078.133
11.	1323.246	2052.812
12.	1327.346	2058.812
13.	1301.637	2068.928
14.	1410.123	2048.824
15.	1502.485	2058.824
16.	1504.885	2058.824
17.	1504.885	2058.824
18.	1504.885	2058.824
19.	1504.885	2058.824
20.	1504.885	2058.824
21.	1504.885	2058.824
22.	1504.885	2058.824
23.	1504.885	2058.824
24.	1504.885	2058.824
25.	1504.885	2058.824
26.	1504.885	2058.824
27.	1504.885	2058.824
28.	1504.885	2058.824
29.	1504.885	2058.824
30.	1504.885	2058.824

UTILITY SOURCES

ELECTRICITY - CONSUMERS POWER CO.
TELEPHONE - ACE TELEPHONE CO.
THERE IS NO WATER, SANITARY SEWER,
STORM SEWER, OR NATURAL GAS LINES
SERVING THIS PROJECT.

No.	CURVE NO.	CURVE DATA
1.	38.08	52.38
2.	38.08	52.38
3.	38.08	52.38
4.	38.08	52.38
5.	38.08	52.38
6.	38.08	52.38
7.	38.08	52.38
8.	38.08	52.38
9.	38.08	52.38
10.	38.08	52.38
11.	38.08	52.38
12.	38.08	52.38
13.	38.08	52.38
14.	38.08	52.38
15.	38.08	52.38
16.	38.08	52.38
17.	38.08	52.38
18.	38.08	52.38
19.	38.08	52.38
20.	38.08	52.38
21.	38.08	52.38
22.	38.08	52.38
23.	38.08	52.38
24.	38.08	52.38
25.	38.08	52.38
26.	38.08	52.38
27.	38.08	52.38
28.	38.08	52.38
29.	38.08	52.38
30.	38.08	52.38

BENCH MARK
SPIKE ON SOUTH SIDE NEAR BASE
OF UTILITY POLE.
ELEVATION 1011.3' U.S.C.S. DATUM



SURVEY, SITE, UNIT, UTILITY, AND FLOOD PLAIN PLAN OF
MIAWATHA SHORES, A CONDOMINIUM.

UTILITY SOURCES
ELECTRICITY - CONSUMERS POWER CO.
TELEPHONE - ACE TELEPHONE CO.
THERE IS NO WATER, SANITARY SEWER,
STORM SEWER, OR NATURAL GAS LINES
SERVING THIS PROJECT.

COORDINATE POINTS

No.	NORTH	EAST
1.	2715.325	1999.790
30.	1593.762	1927.746
31.	1613.878	1851.846
32.	1419.659	1797.637
33.	1191.874	1688.979
34.	1032.634	1732.577
35.	990.821	1697.645
36.	1015.254	1587.731
37.	961.930	1434.797
38.	1163.728	1444.146
39.	1287.488	1379.462
40.	1418.674	1398.458
41.	1480.673	1367.477
42.	1557.759	1409.173
43.	1722.256	1298.527
44.	1940.667	1300.034
45.	1940.595	1346.884
46.	1869.062	1433.137
47.	1940.467	1495.644
48.	2104.453	1478.834
49.	2212.529	1479.127
50.	2388.917	1538.757
51.	2483.551	1958.746
52.	2724.206	1967.077
53.	2423.710	1693.168

CURVE DATA

No.	RADIUS	ARC	CHORD
7.	60.00	50.91	N22°19'27"W 49.40
8.	90.00	141.37	S43°01'02"E 127.28
9.	130.00	204.20	S43°01'02"E 183.85
10.	90.00	141.37	N43°01'02"W 127.28
11.	70.00	128.64	N39°20'12"E 111.29
12.	184.00	123.90	N08°17'26"E 121.57
13.	224.00	150.83	N08°17'26"E 148.00
14.	520.00	371.11	S07°08'08"W 363.28
15.	560.00	399.66	S07°08'08"W 391.23
16.	821.45	219.25	N05°39'48"W 218.60
17.	110.00	138.26	N37°59'29"E 129.34
18.	70.00	87.99	N37°59'29"E 82.31
19.	83.835	105.38	S37°59'29"W 98.58
20.	123.835	155.65	S37°59'29"W 145.61

LEGEND

4 = UNIT NUMBER AND LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

COORDINATE POINT

1/2" X 18" IRON ROD

CONCRETE MONUMENT

COORDINATES ARE ON AN ASSUMED BASE.

BEARINGS ARE IN RELATION WITH THE
RECORDED PLAT OF LAKE GITCHEGUEE
NO. 1, RECORDED IN LIBER 5 OF PLATS,
PAGE 168, WEXFORD COUNTY RECORDS.

NOTE: PLANS FOR UTILITY LINES
ARE NOT COMPLETE AT THIS TIME.
"AS BUILT" PLANS WILL SHOW THEM.

NOTE:

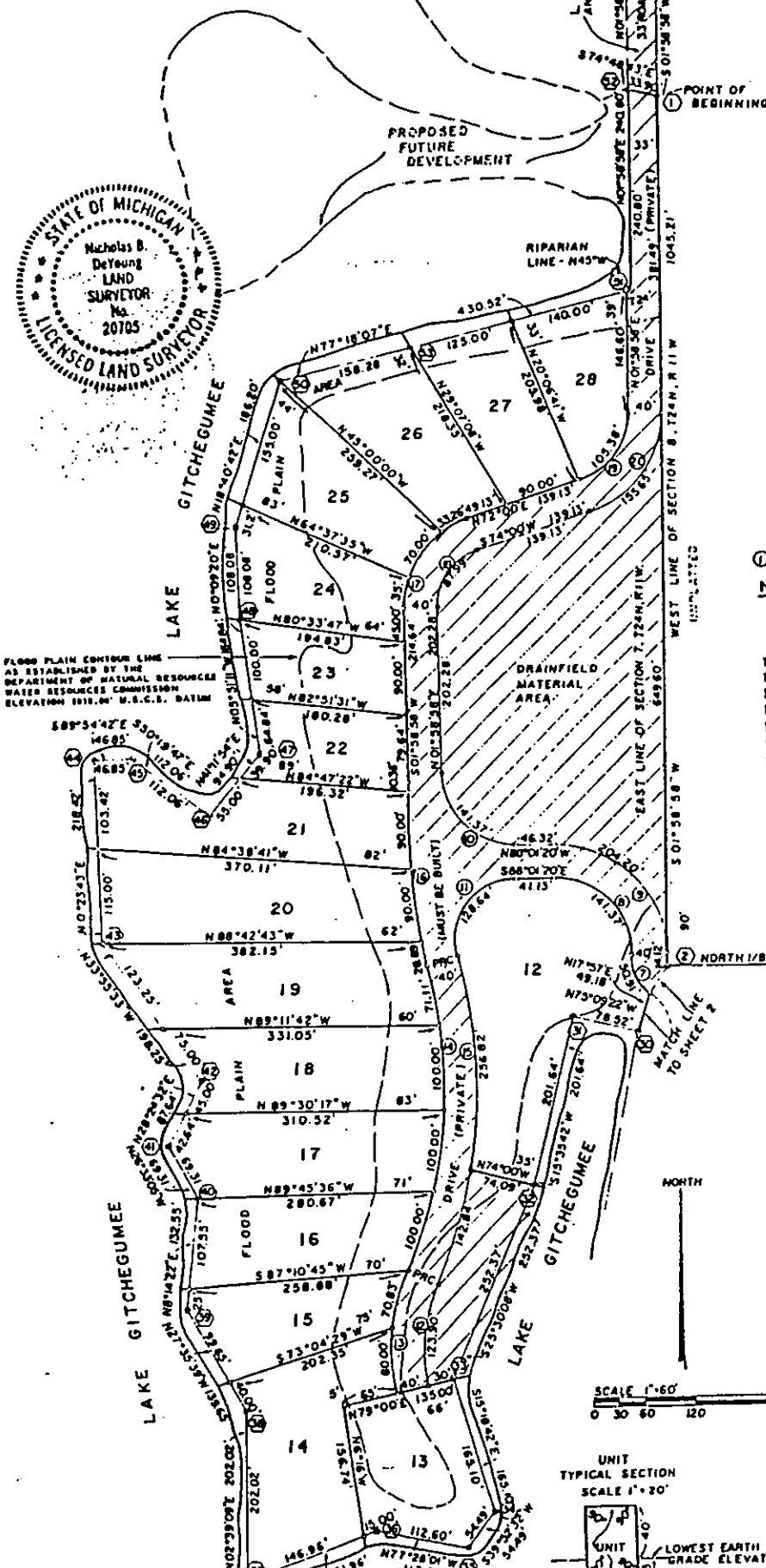
THE LOWEST EARTH SURFACE GRADE
ELEVATION OF ALL UNITS IS THE WATER
ELEVATION OF 1005.81 U.S.G.S. DATUM

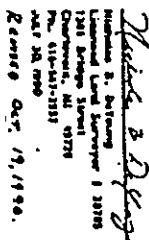
NOTE: UNIT LINES EXTEND
TO THE WATER'S EDGE
OF LAKE GITCHEGUEE

PREPARED BY: *Nicholas B. DeYoung*

NICHOLAS B. DEYOUNG
LICENSED LAND SURVEYOR 1 20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

PROPOSED NOV. 30, 1990





FIRST AMENDMENT TO MASTER DEED

HIAWATHA SHORES

WILDWOOD DEVELOPMENT NORTHERN, INC., a Michigan Corporation, whose address is 28860 Southfield Road, Lathrup Village, Michigan 48076, being the Developer of Hiawatha Shores, a Condominium Project established pursuant to the Master Deed thereof, recorded on December 17, 1990, in Liber 323, Pages 265 through 310; Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. 3, and the owner of one hundred (100%) percent of the Units comprising the Condominium, hereby amends the Master Deed of Hiawatha Shores pursuant to the authority reserved in Article VIII thereof for the purposes of correcting survey and typographical errors. Upon recording of this Amendment in the office of the Wexford County Register of Deeds, said Master Deed shall be amended in the following manner:

1. That portion of Section 13 of Article VI of the Bylaws of Hiawatha Shores being Exhibit "A" to the Master Deed which presently reads:

Septic tile fields shall be located at least one hundred (100') feet from the abutting lake, seventy-five (75') feet from any well and four (4') feet above the high water mark, elevation 1010.30 U.S.G.S. Datum, and referenced by bench marks shown on Exhibit "B". Wells shall be of sufficient depth to penetrate the second aquifer through the clay barrier unless otherwise approved by appropriate governmental authority.

shall be amended to read:

Septic tile fields shall be located at least one hundred (100') feet from the abutting lake, seventy-five (75') feet from any well and four (4') feet above the high water mark, elevation 1006.30 U.S.G.S. Datum, and referenced by bench marks shown on Exhibit "B". Wells shall be of sufficient depth to penetrate the second aquifer through the clay barrier unless otherwise approved by appropriate governmental authority.

2. Exhibit "B" to the Master Deed as presently recorded is hereby amended by substituting attached sheets 1, 2 and 3 of said Exhibit "B" for sheets 1, 2 and 3 as presently recorded which presently recorded sheets 1, 2 and 3 shall be of no further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of Hiawatha Shores, including the bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

This instrument is dated Febraury TH25, 1991.

WITNESSES:

WILDWOOD DEVELOPMENT NORTHERN,
INC., a Michigan Corporation

Elisabeth Bassin
Elisabeth Bassin

By: Herbert Rosen
Herbert Rosen

Its: President

David P. Czajka
David P. Czajka

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing First Amendment to Master Deed of Hiawatha Shores was acknowledged before me this 25th day of February, 1991, by HERBERT ROSEN, President of Wildwood Development Northern, Inc., a Michigan Corporation, on behalf of said corporation.

Elisabeth Bassin
Elisabeth Bassin, Notary Public
Oakland County, Michigan
My Commission Expires: 6/17/91

Drafted by:
Arthur S. Bond, Jr.
Route 3, Box 2
Bellaire, MI 49615

ATTENTION: COUNTY REGISTRAR OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN
CONSECUTIVE SEQUENCE, WITH A NUMBER HAS BEEN ASSIGNED TO THIS
PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1, AND
THE SURVEYOR'S CERTIFICATE, SHEET 2.

WEXFORD COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 3

EXHIBIT B TO THE MASTER DEED OF

HIAWATHA SHORES,

4A CONDOMINIUM

HANOVER TOWNSHIP AND THE VILLAGE OF BUCKLEY

WEXFORD COUNTY, MICHIGAN.

324

LIBER

NOTE: THE ASTERISK (*) SHOWN IN
THE SHEET INDEX INDICATES
AMENDED OR ARE NEW SHEETS
WHICH ARE REVISED, DATED
JANUARY 31, 1991. THESE
SHEETS WITH THIS SUBMISSION
ARE TO REPLACE OR BE
SUPPLEMENTAL SHEETS TO
THOSE PREVIOUSLY RECORDED.

PROPERTY DESCRIPTION - HIAWATHA SHORES

In the Township of Hanover and in the Village of Buckley, Wexford
County, Michigan: Commencing at the Northwest corner of Section 8, Town 24
North, Range 11 West; thence South 81°58'58" West along the West line of said
section 223.86 feet to the point of beginning; thence continuing south
81°58'58" West along said section line 1045.21 feet to the North eighth line;
thence South 87°33'44" East along said eighth line 1343.38 feet to the Westerly
right of way of the M & NE Railroad; thence South 81°58'58" West 109.98 feet
to the shore of Lake Clithaque; thence along said shore the following
course: N05°35'41" W 213.97 feet; N50°53'31" W 98.30 feet; N89°51'27" W 101.55
feet; S36°11'58" W 56.01 feet; S03°29'01" W 266.18 feet; S02°10'00" W 36.68 feet;
N75°16'51" W 118.74 feet; N42°31'45" W 100.16 feet; S12°15'33" W 79.78 feet;
N12°08'00" W 118.92 feet; N28°26'29" E 75.16 feet; N18°43'32" W 130.60 feet;
N85°28'52" W 124.57 feet; S48°22'29" W 67.85 feet; S02°53'19" W 328.26 feet;
S15°26'02" E 97.42 feet; S55°21'39" W 129.55 feet; N42°19'12" W 123.70 feet;
N12°32'28" W 220.39 feet; S55°21'39" W 149.34 feet; N42°50'07" W 83.74 feet;
S00°09'29" W 121.66 feet; N66°18'06" W 149.34 feet; N75°09'22" W 78.52 feet;
S15°35'42" W 201.64 feet; S35°30'08" W 252.37 feet; S15°18'42" E 165.10 feet;
S39°32'32" W 54.49 feet; N72°28'01" W 112.60 feet; S70°46'39" W 161.36 feet;
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N26°33'05" E 218.42 feet; S89°58'42" E 46.85 feet; S50°19'47" E 112.06 feet;
N00°23'43" E 94.30 feet; N05°51'11" W 164.84 feet; N00°09'20" E 108.08 feet;
N10°11'54" E 94.30 feet; N77°18'07" E 420.52 feet to a point 33 feet West of the
East line of Section 7; thence North 81°58'58" East 210.80 feet; thence South
74°49'33" East 33.30 feet to the point of beginning. Including all land to the
water's edge of Lake Clithaque.

SHEET INDEX

- * 1. TITLE SHEET
- * 2. SURVEY, SITE, UNIT, UTILITY
AND FLOOD PLAIN PLAN
UNITS 1-11.
- * 3. SURVEY, SITE, UNIT, UTILITY
AND FLOOD PLAIN PLAN.
UNITS 12-28.
- * 4. PROPOSED SITE PLAN

DEVELOPER

WILDWOOD DEVELOPMENT NORTHERN
A MICHIGAN CORPORATION
28860 SOUTHFIELD ROAD
LATHRUP VILLAGE, MI 48076

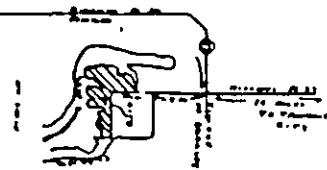
SURVEYOR

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR #20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

Nicholas B. De Young



LOCATION MAP



LEGEND
 [Symbol] UNIT NUMBER AND LIMITS OF OWNERSHIP
 [Symbol] GENERAL COMMON ELEMENT
 [Symbol] COORDINATE POINT
 [Symbol] 1/2" X 18" IRON ROD
 [Symbol] CONCRETE MONUMENT

COORDINATES ARE ON AN ASSUMED BASE.
 BEARINGS ARE IN RELATION WITH THE RECORDED PLAY OF LAKE GITCHEGUMEE NO. 1, RECORDED IN LIBER 5 OF PLATS, PAGE 168, WEXFORD COUNTY RECORDS.

NOTE: PLANS FOR UTILITY LINES ARE NOT COMPLETE AT THIS TIME. "AS BUILT" PLANS WILL SHOW THEM.

NOTE: THE LOWEST EARTH SURFACE GRADE ELEVATION OF ALL UNITS IS THE WATER ELEVATION OF 1069.81 U.S.C.S. DATUM

NOTE: UNIT LINES EXTEND TO THE WATER'S EDGE OF LAKE GITCHEGUMEE

COORDINATE POINTS

No.	NORTH	EAST
1.	2715.225	1999.798
2.	1678.766	1963.427
3.	1673.766	2312.187
4.	1502.935	2388.393
5.	1519.662	2659.221
6.	1591.568	2651.716
7.	1591.261	2681.345
8.	1536.077	2680.815
9.	1529.566	2321.124
10.	1529.566	2321.124
11.	1529.566	2321.124
12.	1529.566	2321.124
13.	1529.566	2321.124
14.	1529.566	2321.124
15.	1529.566	2321.124
16.	1529.566	2321.124
17.	1529.566	2321.124
18.	1529.566	2321.124
19.	1529.566	2321.124
20.	1529.566	2321.124
21.	1529.566	2321.124
22.	1529.566	2321.124
23.	1529.566	2321.124
24.	1529.566	2321.124
25.	1529.566	2321.124
26.	1529.566	2321.124
27.	1529.566	2321.124
28.	1529.566	2321.124
29.	1529.566	2321.124
30.	1529.566	2321.124

SURVEY, SITE, UNIT, UTILITY, AND FLOOD PLAIN PLAN OF HIAWATHA SHORES, A CONDOMINIUM.

UTILITY SOURCES

ELECTRICITY - CONSUMERS POWER CO
 TELEPHONE - ACE TELEPHONE CO.
 THERE IS NO WATER, SANITARY SEWER, STORM SEWER, OR NATURAL GAS LINES SERVING THIS PROJECT.

① CURVE NO. CURVE DATA

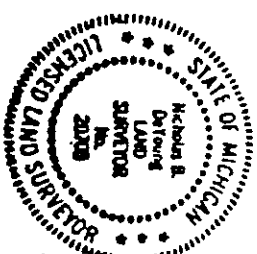
No.	RADIUS	ARC	CHORD
1.	38.68	32.59	66.11
2.	38.68	61.66	127.11
3.	38.68	97.12	197.26
4.	38.68	132.58	266.33
5.	38.68	168.04	334.33
6.	38.68	203.50	401.33

BENCH MARK
 SPIKE ON SOUTH SIDE NEAR BASE OF UTILITY POLE.
 ELEVATION 1071.20' U.S.C.S. DATUM

SURVEYOR'S CERTIFICATE
 I, NICHOLAS B. DE YOUNG, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WEXFORD COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1, AS SHOWN ON THE ACCOMPANYING DRAWING, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION.
 THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUP AS REQUIRED BY RULES PRESCRIBED UNDER SECTION 141 OF ACT NUMBER 35 OF THE PUBLIC ACTS OF 1979.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PRESCRIBED UNDER SECTION 141 OF ACT NUMBER 35 OF THE PUBLIC ACTS OF 1979.

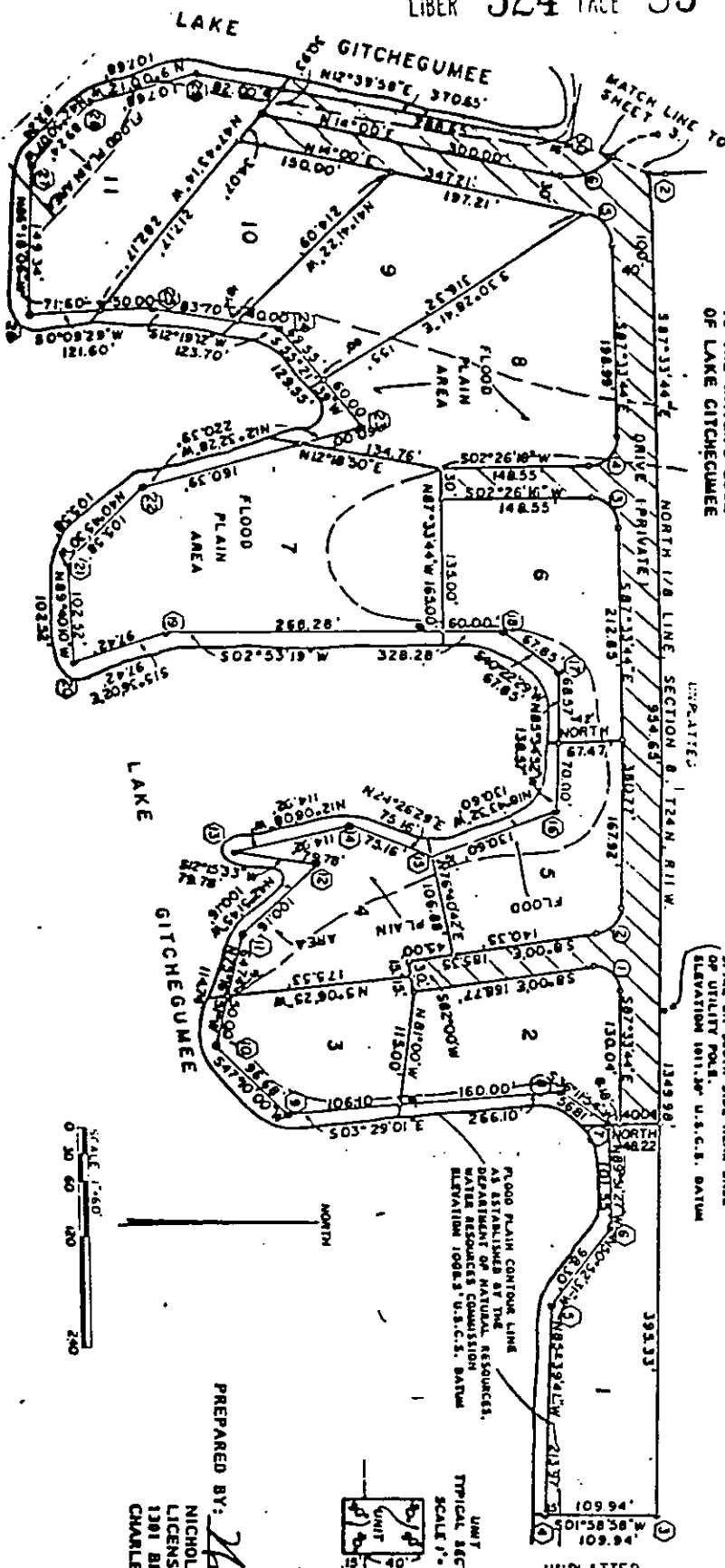
THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PRESCRIBED UNDER SECTION 142 OF ACT NUMBER 35 OF THE PUBLIC ACTS OF 1979.
 DATE: 11/16/90
 NICHOLAS B. DE YOUNG
 LICENSED LAND SURVEYOR
 1201 BRIDGE STREET
 CHARLEVOIX, MI 49720



UNIT
 SCALE 1" = 20'
 UNIT
 LOWEST EARTH SURFACE ELEVATION (U.S.C.S.)

PREPARED BY: *Nicholas B. De Young*
 NICHOLAS B. DE YOUNG
 LICENSED LAND SURVEYOR # 20705
 1201 BRIDGE STREET
 CHARLEVOIX, MI 49720

REVISED JANUARY 31, 1994
 PROPOSED NOV 30, 1990
 SHEET 2



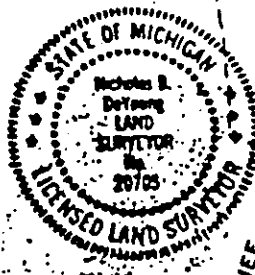
Public Plain Contour Line
 as Established by the
 Department of Natural Resources
 and the Michigan Commission
 on the Environment

LIBER 324 PAGE 86

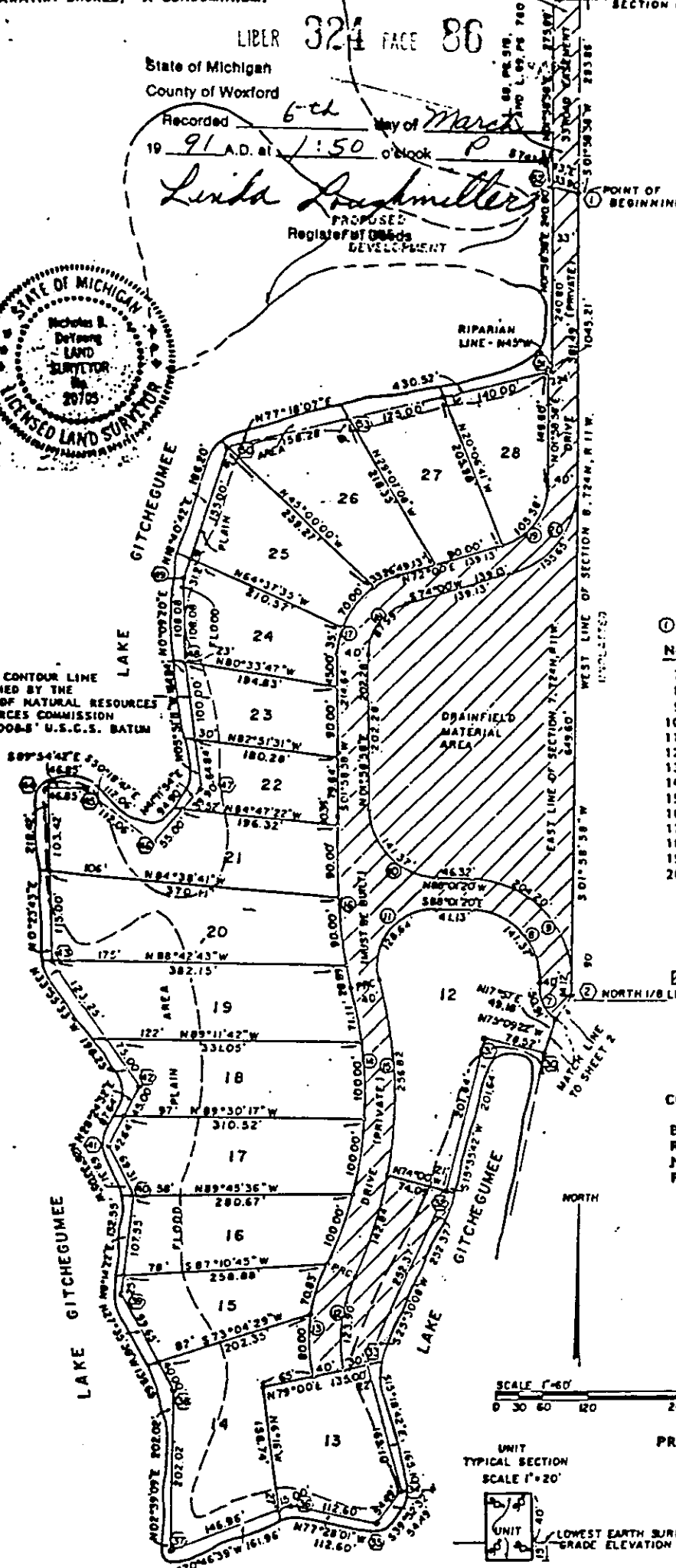
State of Michigan
County of Wexford

Recorded 6th day of March 1991 A.D. at 1:50 o'clock P.M.

Linda L. Schmitter
PROPOSED
Register of Deeds
DEVELOPMENT



FLOOD PLAIN CONTOUR LINE
AS ESTABLISHED BY THE
DEPARTMENT OF NATURAL RESOURCES
WATER RESOURCES COMMISSION
ELEVATION 1008.5' U.S.C.S. DATUM



UTILITY SOURCES

ELECTRICITY - CONSUMERS POWER CO
TELEPHONE - ACE TELEPHONE CO
THERE IS NO WATER, SANITARY SEWER,
STORM SEWER, OR NATURAL GAS LINES
SERVING THIS PROJECT.

COORDINATE POINTS

No.	NORTH	EAST
1.	2715.325	1999.790
30.	1593.762	1927.746
31.	1613.878	1851.846
32.	1419.659	1797.637
33.	1191.874	1688.979
34.	1032.634	1732.577
35.	990.821	1697.645
36.	1015.254	1587.731
37.	961.930	1434.797
38.	1163.728	1444.146
39.	1287.488	1379.462
40.	1418.674	1398.458
41.	1480.673	1367.477
42.	1557.759	1409.173
43.	1722.256	1298.527
44.	1940.667	1300.034
45.	1940.595	1346.884
46.	1869.062	1433.137
47.	1940.467	1495.644
48.	2104.453	1478.834
49.	2212.529	1479.127
50.	2388.917	1538.757
51.	2483.551	1958.746
52.	2724.206	1967.077
53.	2423.710	1693.168

CURVE DATA

No.	RADIUS	ARC	CHORD
7.	60.00	50.91	N22°19'27"W 40.40
8.	90.00	141.37	S43°01'02"E 127.78
9.	130.00	204.20	S43°01'02"E 183.85
10.	90.00	141.37	N43°01'02"W 127.78
11.	70.00	128.64	N39°20'12"E 111.23
12.	184.00	123.90	N08°17'26"E 121.57
13.	224.00	150.83	N08°17'26"E 148.00
14.	520.00	371.11	S07°08'08"W 363.28
15.	560.00	399.66	S07°08'08"W 391.23
16.	821.45	219.25	N05°39'48"W 218.60
17.	110.00	138.26	N37°59'29"E 129.34
18.	70.00	87.99	N37°59'29"E 82.31
19.	83.835	105.38	S37°59'29"W 98.58
20.	123.835	155.65	S37°59'29"W 145.61

LEGEND

- 4 = UNIT NUMBER AND LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- COORDINATE POINT
- 1/2" X 18" IRON ROD
- CONCRETE MONUMENT

COORDINATES ARE ON AN ASSUMED BASE.

BEARINGS ARE IN RELATION WITH THE
RECORDED PLAT OF LAKE GITCHEGUMEE
NO. 1, RECORDED IN LIBER 5 OF PLATS,
PAGE 168, WEXFORD COUNTY RECORDS.

NOTE: PLANS FOR UTILITY LINES
ARE NOT COMPLETE AT THIS TIME.
"AS BUILT" PLANS WILL SHOW THEM.

NOTE:
THE LOWEST EARTH SURFACE GRADE
ELEVATION OF ALL UNITS IS THE WATER
ELEVATION OF 1005.01 U.S.C.S. DATUM

NOTE: UNIT LINES EXTEND
TO THE WATER'S EDGE
OF LAKE GITCHEGUMEE

PREPARED BY: *Nicholas B. DeYoung*
NICHOLAS B. DEYOUNG
LICENSED LAND SURVEYOR # 20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

PROPOSED NOV. 30, 1990
REVISED JANUARY 31, 1991
SHEET 3

SECOND AMENDMENT TO MASTER DEED

HIAWATHA SHORES

WILDWOOD DEVELOPMENT NORTHERN, INC., a Michigan Corporation, whose address is 28860 Southfield Road, Lathrup Village, Michigan 48076, being the Developer of Hiawatha Shores, a Condominium Project established pursuant to the Master Deed thereof, recorded on December 17, 1990, in Liber 323, Pages 265 through 310 and as amended by First Amendment to the Master Deed recorded in Liber 324, Pages 82 through 86; Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. 3, and the owner of ninety-two point eighty-six (92.86%) percent of the Units comprising the Condominium, hereby amends the Master Deed of Hiawatha Shores pursuant to the authority reserved in Article VIII thereof for the purpose of amending restrictions upon the use and storage of vehicles on the Condominium premises. Upon recording of this Amendment in the office of the Wexford County Register of Deeds, said Master Deed shall be amended in the following manner:

1. Section 8 of Article VI of the Bylaws of Hiawatha Shores being Exhibit "A" to the Master Deed which presently reads:

"No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the condominium premises, unless parked in the garage unless otherwise approved by the Developer or the Association. No inoperable vehicles nor vehicles with non-current registration plates of any type may be brought or stored upon the condominium premises either temporarily or permanently. No vehicles shall be operated in a manner which may disturb the reasonable enjoyment of other Co-owners. Commercial vehicles and trucks shall not be parked in or about the condominium (except as above provided) except while making deliveries or pickups in the normal course of business."

shall be amended to read:

"No inoperable vehicles nor vehicles with non-current registration plates of any type may be brought or stored upon the condominium premises either temporarily or permanently. No vehicles shall be operated in a manner which may disturb the reasonable enjoyment of other Co-owners. Commercial vehicles shall not be parked in or about the condominium except while making deliveries or pickups in the normal course of business."

In all respects, other than as hereinabove indicated, the original Master Deed of Hiawatha Shores as previously amended, including the bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

This instrument is dated April 8TH, 1991.

WITNESSES:

WILDWOOD DEVELOPMENT NORTHERN,
INC., a Michigan Corporation

Elisabeth Bassin
Elisabeth Bassin

By: Herbert Rosen
Herbert Rosen

Bruce D. Bassin
BRUCE D. BASSIN

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Second Amendment to Master Deed of Hiawatha Shores was acknowledged before me this 8th day of April, 1991, by HERBERT ROSEN, President of Wildwood Development Northern, Inc., a Michigan Corporation, on behalf of said corporation.

ELISABETH BASSIN
Notary Public, Oakland County MI
My Commission Expires June 17, 1991

Elisabeth Bassin
Notary Public
Oakland County, Michigan
My Commission Expires:

Drafted by:
Arthur S. Bond, Jr.
Route 3, Box 2
Bellaire, MI 49615

State of Michigan
County of Wexford

Recorded 12th day of April
19 91 A.D. at 2:01 o'clock P M

Linda Loughmiller
Register of Deeds

THIRD AMENDMENT TO MASTER DEED

HIAWATHA SHORES

WILDWOOD DEVELOPMENT NORTHERN, INC., a Michigan Corporation, whose address is 28860 Southfield Road, Lathrup Village, Michigan 48076, being the Developer of Hiawatha Shores, a Condominium Project established pursuant to the Master Deed thereof, recorded on December 17, 1990, in Liber 323, Pages 265 through 310 and as amended by First and Second Amendments to the Master Deed recorded in Liber 324, Pages 82 through 86 and Liber 324, Pages 440 through 441; respectively, Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. 3 hereby further amends the Master Deed of Hiawatha Shores pursuant to the authority reserved in Article VI thereof for the purpose of expanding the Condominium from twenty-eight (28) to twenty-nine (29) Units. Upon recording of this Amendment in the office of the Wexford County Register of Deeds, said Master Deed shall be amended in the following manner:

1. Article II of the Master Deed which presently reads:

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

In the Township of Hanover and in the Village of Buckley, Wexford County, Michigan; Commencing at the Northwest corner of Section 8, Town 24 North, Range 11 West; thence South $01^{\circ}58'58''$ West along the West line of said section 283.86 feet to the point of beginning; thence continuing South $01^{\circ}58'58''$ West along said section line 1045.21 feet to the North eighth line; thence South $87^{\circ}33'44''$ East along said eighth line 1349.98 feet to the Westerly right of way of the M & NE Railroad; thence South $01^{\circ}58'58''$ West 109.94 feet to the shore of Lake Gitchegumee; thence along said shore the following courses: $N85^{\circ}39'41''W$ 213.97 feet; $N50^{\circ}52'31''W$ 98.30 feet; $N89^{\circ}51'27''W$ 101.55 feet; $S36^{\circ}11'54''W$ 56.81 feet; $S03^{\circ}29'01''W$ 266.10 feet; $S47^{\circ}10'00''W$ 96.68 feet; $N75^{\circ}16'51''W$ 114.74 feet; $N42^{\circ}51'45''W$ 100.16 feet; $S12^{\circ}15'33''W$ 79.78 feet; $N12^{\circ}08'08''W$ 114.92 feet; $N24^{\circ}26'29''E$ 75.16 feet; $N18^{\circ}43'32''W$ 130.60 feet; $N85^{\circ}34'52''W$ 138.57 feet; $S40^{\circ}22'29''W$ 67.85 feet; $S02^{\circ}53'19''W$ 328.28 feet; $S15^{\circ}36'02''E$ 97.42 feet; $N89^{\circ}40'10''W$ 102.52 feet; $N40^{\circ}45'30''W$ 105.58 feet; $N12^{\circ}32'28''W$ 220.39 feet; $S55^{\circ}21'39''W$ 129.55 feet; $S12^{\circ}19'12''W$ 123.70 feet; $S00^{\circ}09'29''W$ 121.60 feet; $N86^{\circ}18'06''W$ 149.34 feet; $N42^{\circ}50'07''W$ 89.24 feet; $N09^{\circ}00'12''W$ 107.68 feet; $N12^{\circ}39'58''E$ 370.65 feet; $N75^{\circ}09'22''W$ 78.52 feet; $S15^{\circ}35'42''W$ 201.64 feet; $S25^{\circ}30'08''W$ 252.37 feet; $S15^{\circ}18'42''E$ 165.10 feet; $S39^{\circ}52'32''W$ 54.49 feet; $N77^{\circ}28'01''W$ 112.60 feet; $S70^{\circ}46'39''W$ 161.96 feet; $N02^{\circ}39'09''E$ 202.02 feet; $N27^{\circ}35'39''W$ 139.65 feet; $N08^{\circ}14'22''E$ 132.55 feet; $N26^{\circ}33'05''W$ 69.31 feet; $N28^{\circ}24'32''E$ 87.64 feet; $N33^{\circ}55'33''W$ 198.25 feet; $N00^{\circ}23'43''E$ 218.42 feet; $S89^{\circ}54'42''E$ 46.85 feet; $S50^{\circ}19'47''E$ 112.06 feet; $N41^{\circ}11'54''E$ 94.90 feet; $N05^{\circ}51'11''W$ 164.84 feet; $N00^{\circ}09'20''E$ 108.08 feet; $N18^{\circ}40'42''E$ 186.20 feet; $N77^{\circ}18'07''E$ 430.52 feet to a point 33 feet West of the East line of Section 7; thence North $01^{\circ}58'58''$ East 240.80

Notarized and filed for the five years preceding date of said instrument no tax liens or titles have become attached and no taxes assessed except such as may be in process of collection, remain unpaid.

4/3/98
Cadillac, Mich.
Wexford County Treasurer

feet; thence South 74°48'43" East 33.90 feet to the point of beginning. Including all land to the water's edge of Lake Gitchegumee.

and excepting all oil, gas and mineral rights together with a non-exclusive easement to use for the purposes of ingress, egress and the installation of utilities that certain easement as set forth in Liber 68, Page 518, Wexford County Records as amended by Affidavit of Correction recorded November 30, 1990 in Liber 39, Page 760, Wexford County Records, and also reserving in Developer and its assigns the non-exclusive easement rights acquired by the aforesaid instruments, and, reserving in Developer and its assigns a non-exclusive perpetual easement for purposes of ingress, egress and the installation and maintenance of utilities on and over that portion of the General Common Elements designated on Exhibit B as a road to serve other properties owned by Developer.

shall be amended to read:

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

In the Township of Hanover and in the Village of Buckley, Wexford County, Michigan; Commencing at the Northwest corner of Section 8, Town 24 North, Range 11 West; thence South 01°58'58" West along the West line of said section 283.86 feet to the point of beginning; thence continuing South 01°58'58" West along said section line 1045.21 feet to the North eighth line; thence South 87°33'44" East along said eighth line 1349.98 feet to the Westerly right of way of the M & NE Railroad; thence South 01°58'58" West 109.94 feet to the shore of Lake Gitchegumee; thence along said shore the following courses: N85°39'41"W 213.97 feet; N50°52'31"W 98.30 feet; N89°51'27"W 101.55 feet; S36°11'54"W 56.81 feet; S03°29'01"W 266.10 feet; S47°10'00"W 96.68 feet; N75°16'51"W 114.74 feet; N42°51'45"W 100.16 feet; S12°15'33"W 79.78 feet; N12°08'08"W 114.92 feet; N24°26'29"E 75.16 feet; N18°43'32"W 130.60 feet; N85°34'52"W 138.57 feet; S40°22'29"W 67.85 feet; S02°53'19"W 328.28 feet; S15°36'02"E 97.42 feet; N89°40'10"W 102.52 feet; N40°45'30"W 105.58 feet; N12°32'28"W 220.39 feet; S55°21'39"W 129.55 feet; S12°19'12"W 123.70 feet; S00°09'29"W 121.60 feet; N86°18'06"W 149.34 feet; N42°50'07"W 89.24 feet; N09°00'12"W 107.68 feet; N12°39'58"E 370.65 feet; N75°09'22"W 78.52 feet; S15°35'42"W 201.64 feet; S25°30'08"W 252.37 feet; S15°18'42"E 165.10 feet; S39°52'32"W 54.49 feet; N77°28'01"W 112.60 feet; S70°46'39"W 161.96 feet; N02°39'09"E 202.02 feet; N27°35'39"W 139.65 feet; N08°14'22"E 132.55 feet; N26°33'05"W 69.31 feet; N28°24'32"E 87.64 feet; N33°55'33"W 198.25 feet; N00°23'43"E 218.42 feet; S89°54'42"E 46.85 feet; S50°19'47"E 112.06 feet; N41°11'54"E 94.90 feet; N05°51'11"W 164.84 feet; N00°09'20"E 108.08 feet; N18°40'42"E 186.20 feet; N77°18'07"E 430.52 feet; N05°29'15"W 124.04 feet; S85°13'11"W 591.98 feet; S33°14'30"W 209.63 feet; S19°01'41"W 517.67 feet; S75°40'15"W 33.87 feet; N61°29'50"W 24.33 feet; N19°45'09"E 533.60 feet; N04°31'33"W 412.77 feet; N11°23'25"E 121.19 feet; N86°41'30"E 209.48 feet; S65°35'30"E 81.91 feet; S25°31'55"E 296.60 feet; S87°37'16"E 280.34 feet; N09°19'31"E

91.91 feet; S74°48'43" East 33.90 feet to the point of beginning. Including all land to the water's edge of Lake Gitchegumee.

and excepting all oil, gas and mineral rights together with a non-exclusive easement to use for the purposes of ingress, egress and the installation of utilities that certain easement as set forth in Liber 68, Page 518, Wexford County Records as amended by Affidavit of Correction recorded November 30, 1990 in Liber 39, Page 760, Wexford County Records, and also reserving in Developer and its assigns the non-exclusive easement rights acquired by the aforesaid instruments, and, reserving in Developer and its assigns a non-exclusive perpetual easement for purposes of ingress, egress and the installation and maintenance of utilities on and over that portion of the General Common Elements designated on Exhibit B as a road to serve other properties owned by Developer.

2. Section 2 of Article V of the Master Deed which presently reads:

Section 2. PERCENTAGE OF VALUE.

The percentage of value assigned to each Unit shall be equal at Three point five seven (3.57%) percent except for Unit 1 which shall be valued at Three point six one (3.61%) percent. The determination that percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is one hundred (100%) percent.

shall be amended to read:

Section 2. PERCENTAGE OF VALUE.

The percentage of value assigned to each Unit shall be equal. The determination that percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is one hundred (100%) percent.

3. Article VI of the Master Deed which presently reads:

ARTICLE VI

CONVERTIBLE AND EXPANSION AREAS

Section 1. IMPROVEMENTS TO BE SHOWN.

Not all improvements ancillary in nature or use to the residential dwellings to be constructed within the Units may have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory improvements until the architectural plans for the dwellings have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Co-owners shall install and maintain in the manner set forth in Exhibit "A" hereto, at Co-owner's sole cost and expense, individual septic systems and wells on the Unit in a manner then satisfactory to the appropriate governmental agencies. Further, Developer may install improvements designed and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan. Developer therefore reserves the right to construct, install and locate any or all of the improvements identified above, and to reasonably adjust Unit boundaries to conform to actual construction of improvements upon the Unit pursuant to the provisions of Section 48 of the Act, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere on the General Common Elements and to grant such easement or easements as may be reasonably necessary or desirable to accomplish the above including easements for ingress to and egress from such improvements, as hereinafter provided. Such changes in the Condominium Project or changes in Unit location shall be given effect by an appropriate amendment or amendments to this Master Deed.

Section 2. DESIGNATION OF CONVERTIBLE AREA.

The land depicted as General Common Elements on Exhibit "B" hereto has also been designated as a Convertible Area within which, during a period ending July 31, 1996, may be constructed improvements of the type specified in Section 1 of this Article VI. Such improvements, if and to the extent constructed, may be designated Limited Common Elements appurtenant to one or more Units or General Common Elements, as determined by Developer in its discretion in light of the nature and intended use of the improvements.

Section 3. COMPATIBILITY OF IMPROVEMENTS.

All improvements constructed within the Convertible and Expandable Area shall be reasonably compatible with the structures on other portions of the Condominium Project, as

determined by Developer in its discretion. No improvements, other than as indicated above, may be created on the Convertible Area.

Section 4. DESIGNATION OF EXPANDABLE AREA.

The Condominium Project established pursuant to the initial Master Deed of Hiawatha Shores and consisting of twenty-eight (28) Units which may be expanded to contain in its entirety twenty-nine (29) Units. Additional Units, if any, will be upon all or some portion of the following described premises:

In the Township of Hanover, Wexford County, Michigan; Commencing at the Northeast corner of Section 7, Town 24 North, Range 11 West; thence South 01°58'58" West along the East line of said section 283.86 feet; thence North 74°48'43" West 33.90 feet to the point of beginning; thence South 01°58'58" West 240.80 feet; thence Northwesterly to the water's edge of Lake Gitchegumee; thence Northerly, Westerly, Northerly, and Easterly along the shore of said lake and encompassing a peninsula Westerly of the course described as S01°58'58"W 240.80 feet, and returning to said course South of the point of beginnings; thence North 01°58'58" East to the point of beginning.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than July 31, 1996, be increased by the addition to this Condominium of any portion of the future development and the provisions for residential or residential site Units thereon. The nature, appearance and location of all such additional Units as may be provided for thereon shall be determined by Developer in its sole judgment as may be approved by appropriate governmental authority. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each Unit in Article V hereof be increased, nor shall the percentage of value assigned to each Unit in Article V hereof be diminished to less than .10 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and serve the additional units being added to the Project by such amendment.

Section 5. AMENDMENT OF MASTER DEED.

Any such amendment or amendments to the Master Deed by conversion shall also contain such further definitions and

redefinitions of General or Limited Common Elements as may be necessary to adequately carry on the intent of this Article VI. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Developer shall be obligated to amend the Condominium Subdivision Plan to show all improvements constructed within the Convertible Area. In the case of those improvements serving only one (1) residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after completion of construction of such residential building site, and in the case of those improvements serving more than one residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after the later to occur of completion of construction of the dwellings served by the improvement or completion of construction of the improvement itself. Such amendments to this Master Deed shall be made from time to time as provided herein and by law, which amendments shall be prepared by and at the discretion of Developer and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the dwellings and Common Elements being altered in the Project by such amendments. Further, with the consent of the individual Co-owner concerned, the boundaries of the Unit itself may be modified as above provided. In connection with any such amendments, 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.

Such amendment or amendments as contemplated by this Article VI may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto; PROVIDED HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6. CONSENT OF INTERESTED PARTIES.

All of the Co-owners and mortgagees of the 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 to this Master Deed as may be made pursuant to this Article VI. All such interested persons irrevocable appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing.

shall be amended to read:

ARTICLE VI**CONVERTIBLE AREAS****Section 1. IMPROVEMENTS TO BE SHOWN.**

Not all improvements ancillary in nature or use to the residential dwellings to be constructed within the Units may have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory improvements until the architectural plans for the dwellings have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Co-owners shall install and maintain in the manner set forth in Exhibit "A" hereto, at Co-owner's sole cost and expense, individual septic systems and wells on the Unit in a manner then satisfactory to the appropriate governmental agencies. Further, Developer may install improvements designed and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan. Developer therefore reserves the right to construct, install and locate any or all of the improvements identified above, and to reasonably adjust Unit boundaries to conform to actual construction of improvements upon the Unit pursuant to the provisions of Section 48 of the Act, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere on the General Common Elements and to grant such easement or easements as may be reasonably necessary or desirable to accomplish the above including easements for ingress to and egress from such improvements, as hereinafter provided. Such changes in the Condominium Project or changes in Unit location shall be given effect by an appropriate amendment or amendments to this Master Deed.

Section 2. DESIGNATION OF CONVERTIBLE AREA.

The land depicted as General Common Elements on Exhibit "B" hereto has also been designated as a Convertible Area within which, during a period ending July 31, 1996, may be constructed improvements of the type specified in Section 1 of this Article VI. Such improvements, if and to the extent constructed, may be designated Limited Common Elements appurtenant to one or more Units or General Common Elements, as determined by Developer in its discretion in light of the nature and intended use of the improvements.

Section 3. COMPATIBILITY OF IMPROVEMENTS.

All improvements constructed within the Convertible Area shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion. No improvements, other than as indicated above, may be created on the Convertible Area.

Section 4. AMENDMENT OF MASTER DEED.

Any such amendment or amendments to the Master Deed by conversion shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately carry on the intent of this Article VI. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Developer shall be obligated to amend the Condominium Subdivision Plan to show all improvements constructed within the Convertible Area. In the case of those improvements serving only one (1) residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after completion of construction of such residential building site, and in the case of those improvements serving more than one residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after the later to occur of completion of construction of the dwellings served by the improvement or completion of construction of the improvement itself. Such amendments to this Master Deed shall be made from time to time as provided herein and by law, which amendments shall be prepared by and at the discretion of Developer and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the dwellings and Common Elements being altered in the Project by such amendments. Further, with the consent of the individual Co-owner concerned, the boundaries of the Unit itself may be modified as above provided. In connection with any such amendments, 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.

Such amendment or amendments as contemplated by this Article VI may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto; PROVIDED HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. CONSENT OF INTERESTED PARTIES.

All of the Co-owners and mortgagees of the 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 to this Master Deed as may be made pursuant to this Article VI. All such interested persons irrevocable appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing.

4. Article VI, Section 13 of the Condominium Bylaws being Exhibit "A" to the Master Deed which presently reads:

Section 13. Location of Septic Systems, Wells, Driveways and Building Lines.

All driveways, building lines, septic systems and wells shall be located as indicated on Exhibit "B" to this Master Deed. Sewage services and water supply shall be provided by individual septic systems and wells. Individual septic systems or wells shall be installed upon the Unit or upon those portions of the General Common Elements provided by the Developer or the Association and maintained at the cost of the Co-owner and in respect to the maintenance of septic systems, the Co-owner shall or shall cause such systems to be inspected periodically by a licensed septic hauler. In the event that public water and/or sewerage systems are made available to the Condominium in the future, Co-owners shall tie into such systems at their sole cost and expense. Septic tile fields shall be located at least one hundred (100') feet from the abutting lake, seventy-five (75') feet from any well and four (4') feet above the high water mark, elevation 1010.30 U.S.G.S. Datum, and referenced by bench marks shown on Exhibit "B". Wells shall be of sufficient depth to penetrate the second aquifer through the clay barrier unless otherwise approved by appropriate governmental authority.

shall be amended to read:

Section 13. Location of Septic Systems, Wells, Driveways and Building Lines.

All driveways, building lines, septic systems and wells shall be located as indicated on Exhibit "B" to this Master Deed. Sewage services and water supply shall be provided by individual septic systems and wells. Individual septic systems or wells shall be installed upon the Unit or upon those portions of the General Common Elements provided by the Developer or the Association and maintained at the cost of the Co-owner and in respect to the maintenance of septic systems, the Co-owner shall or shall cause such systems to be inspected periodically by a licensed septic hauler. In the event that public water and/or sewerage systems are made available to the Condominium in the future, Co-owners shall tie into such systems at their sole cost and expense. Septic tile fields shall be located at least one hundred (100') feet, except in the case of Unit 29 which shall be fifty (50') feet, from the abutting lake, seventy-five (75') feet from any well and four (4') feet above the high water mark, elevation 1010.30 U.S.G.S. Datum, and referenced by bench marks shown on Exhibit "B". Wells shall be of sufficient depth to penetrate the second aquifer through the clay barrier unless otherwise approved by appropriate governmental authority.

5. Exhibit "B" to the Master Deed as previously amended and presently recorded is hereby amended by substituting attached Sheets 1, 3 and 4 of said Exhibit "B" for Sheets 1, 3 and 4 as previously amended and presently recorded, which previously

amended and presently recorded Sheets 1, 3 and 4 shall be of not further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of Hiawatha Shores as previously amended, including the bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

This instrument is dated APRIL 10, 1992.

WITNESSES:

WILDWOOD DEVELOPMENT NORTHERN,
INC., a Michigan Corporation

Elisabeth Bassin
Elisabeth Bassin

By: Herbert Rosen
Herbert Rosen

Bruce J. Bassin
Bruce J. Bassin

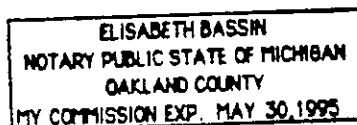
Its: President

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing Third Amendment to Master Deed of Hiawatha Shores was acknowledged before me this 10TH day of APRIL, 1992, by HERBERT ROSEN, President of Wildwood Development Northern, Inc., a Michigan Corporation, on behalf of said corporation.

Elisabeth Bassin
, Notary Public
Oakland County, Michigan
My Commission Expires:

Drafted by:
Arthur S. Bond, Jr.
Route 3, Box 2
Bellaire, MI 49615



RE-PLAT NO. 1

WEXFORD COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 3

EXHIBIT B TO THE AMENDED MASTER DEED OF

HIAWATHA SHORES,

A CONDOMINIUM

HANOVER TOWNSHIP AND THE VILLAGE OF BUCKLEY

WEXFORD COUNTY, MICHIGAN.

PROPERTY DESCRIPTION - HIAWATHA SHORES

In the Township of Hanover and in the Village of Buckley, Wexford County, Michigan, Commencing at the Northwest corner of Section 8, Town 24 North, Range 11 West; thence South 01°58'58" West along the West line of said section 283.86 feet to the point of beginning; thence continuing South 01°58'58" West along said section line 105.21 feet to the North eighth line; thence South 87°33'44" East along said eighth line 139.98 feet to the Westerly right of way of the M & NE Railroad; thence along said shore the following courses: N85°39'41"W 213.97 feet; N50°52'31"W 98.30 feet; N89°51'27"W 101.55 feet; S36°11'54"W 56.81 feet; S03°29'01"W 266.10 feet; S47°10'00"W 96.68 feet; N25°16'51"W 114.74 feet; N42°51'45"W 100.16 feet; N18°43'33"W 130.60 feet; N12°08'08"W 114.92 feet; N24°26'29"E 75.16 feet; S02°53'19"W 328.28 feet; N85°24'52"W 138.57 feet; S40°22'29"W 67.85 feet; N40°45'30"W 105.58 feet; S15°36'02"E 97.82 feet; N89°40'10"W 102.52 feet; S12°19'12"W 123.70 feet; N12°32'28"W 220.39 feet; S55°21'39"W 129.55 feet; S12°19'12"W 123.70 feet; S00°09'29"W 121.60 feet; N86°18'06"W 149.34 feet; N42°50'07"W 89.24 feet; N09°00'12"W 107.68 feet; S25°30'08"W 252.37 feet; S15°18'42"E 165.10 feet; S15°35'42"W 201.64 feet; S25°30'08"W 252.37 feet; S70°46'39"W 161.96 feet; S39°52'32"W 54.49 feet; N77°28'01"W 112.60 feet; S70°46'39"W 161.96 feet; N02°39'09"E 202.02 feet; N27°35'39"W 139.65 feet; N08°14'22"E 132.55 feet; N26°33'05"W 69.31 feet; N28°24'32"E 87.64 feet; N33°55'33"W 198.25 feet; N00°23'43"E 218.42 feet; S89°54'42"E 46.85 feet; S50°19'47"E 112.06 feet; N11°11'54"E 94.90 feet; N05°51'11"W 164.84 feet; N00°09'20"E 108.08 feet; N18°40'42"E 186.20 feet; N77°18'07"E 430.52 feet; N05°29'15"W 124.04 feet; S85°13'11"W 591.98 feet; S33°14'30"W 209.63 feet; S19°01'41"W 517.67 feet; S75°40'15"W 33.87 feet; N61°29'50"W 24.33 feet; N19°45'09"E 533.60 feet; N08°31'33"W 412.77 feet; N12°32'25"E 121.19 feet; N86°41'30"E 209.48 feet; S85°35'30"E 81.91 feet; S25°31'55"E 296.60 feet; S87°37'16"E 280.34 feet; N09°19'31"E 91.91 feet; thence S74°48'43"E 33.90 feet to the point of beginning. Including all land to the water's edge of Lake Gitchegumee.

NOTE:

THE ASTERISK (*) SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED, DATED MARCH 14, 1990. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

SHEET INDEX

- * 1. TITLE SHEET
- * 2. SURVEY, SITE, UNIT, UTILITY AND FLOOD PLAIN PLAN UNITS 1-11.
- * 3. SURVEY, SITE, UNIT, UTILITY AND FLOOD PLAIN PLAN. UNITS 12-28
- * 4. PROPOSED SITE PLAN

DEVELOPER

WILDWOOD DEVELOPMENT NORTHERN
A MICHIGAN CORPORATION
28860 SOUTHFIELD ROAD
LATHRUP VILLAGE, MI 48076

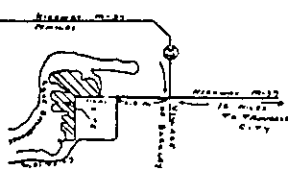
SURVEYOR

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR #20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720



REVISED MARCH 14, 1990
PROPOSED NOV. 30, 1990
SHEET 1

LOCATION MAP



- LEGEND
- [4] = UNIT NUMBER AND LIMITS OF OWNERSHIP
 - [Hatched Box] = GENERAL COMMON ELEMENT
 - [Diamond] = COORDINATE POINT
 - 1" = 1/2" X 18" IRON ROD
 - = CONCRETE MONUMENT

COORDINATES ARE ON AN ASSUMED BASE.

BEARINGS ARE IN RELATION WITH THE RECORDED PLAY OF LAKE GITCHEGUMEE NO. 1, RECORDED IN LIBER 5 OF PLATS, PAGE 168, WEXFORD COUNTY RECORDS.

NOTE: PLANS FOR UTILITY LINES ARE NOT COMPLETE AT THIS TIME. "AS BUILT" PLANS WILL SHOW THEM.

NOTE: THE LOWEST EARTH SURFACE GRADE ELEVATION OF ALL UNITS IS THE WATER ELEVATION OF 1005.81 U.S.C.S. DATUM

NOTE: UNIT LINES EXTEND TO THE WATER'S EDGE OF LAKE GITCHEGUMEE

COORDINATE POINTS

No.	NORTH	EAST
1.	7715.332	1939.790
2.	1670.746	1963.427
3.	1613.746	3312.181
4.	1503.853	3285.221
5.	1513.482	3018.956
6.	1581.821	2911.415
7.	1531.022	2881.855
8.	1328.456	2900.034
9.	1304.724	2823.133
10.	1223.488	2718.156
11.	1224.386	2633.044
12.	1307.304	2650.023
13.	1391.497	2608.025
14.	1410.121	2640.024
15.	1533.808	2599.037
16.	1544.485	2455.919
17.	1492.795	2415.987
18.	1468.932	2399.444
19.	1071.101	2425.443
20.	1071.693	2323.130
21.	1151.656	2254.199
22.	1386.796	2206.344
23.	1293.159	2099.757
24.	1172.306	2073.353
25.	1050.706	2033.027
26.	1060.340	1973.995
27.	1125.777	1863.325
28.	1312.737	1864.953
29.	1593.762	1927.746

UTILITY SOURCES

ELECTRICITY - CONSUMERS POWER CO
TELEPHONE - ACE TELEPHONE CO.
THERE IS NO WATER, SANITARY SEWER, STORM SEWER, OR NATURAL GAS LINES SERVING THIS PROJECT.

① CURVE NO. CURVE DATA

No.	RAIUS	ARC	CHORD
1.	30.00	52.59	N42°13'08"E 48.11
2.	30.00	41.66	S47°46'32"E 48.39
3.	30.00	42.12	N42°26'16"E 42.43
4.	30.00	42.12	S42°31'44"E 42.43
5.	30.00	41.07	N53°13'09"E 37.94
6.	60.00	61.49	S16°18'56"E 60.57

SURVEYOR'S CERTIFICATE

I, NICHOLAS B. DE YOUNG, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WEXFORD COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1974.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1974.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1974.

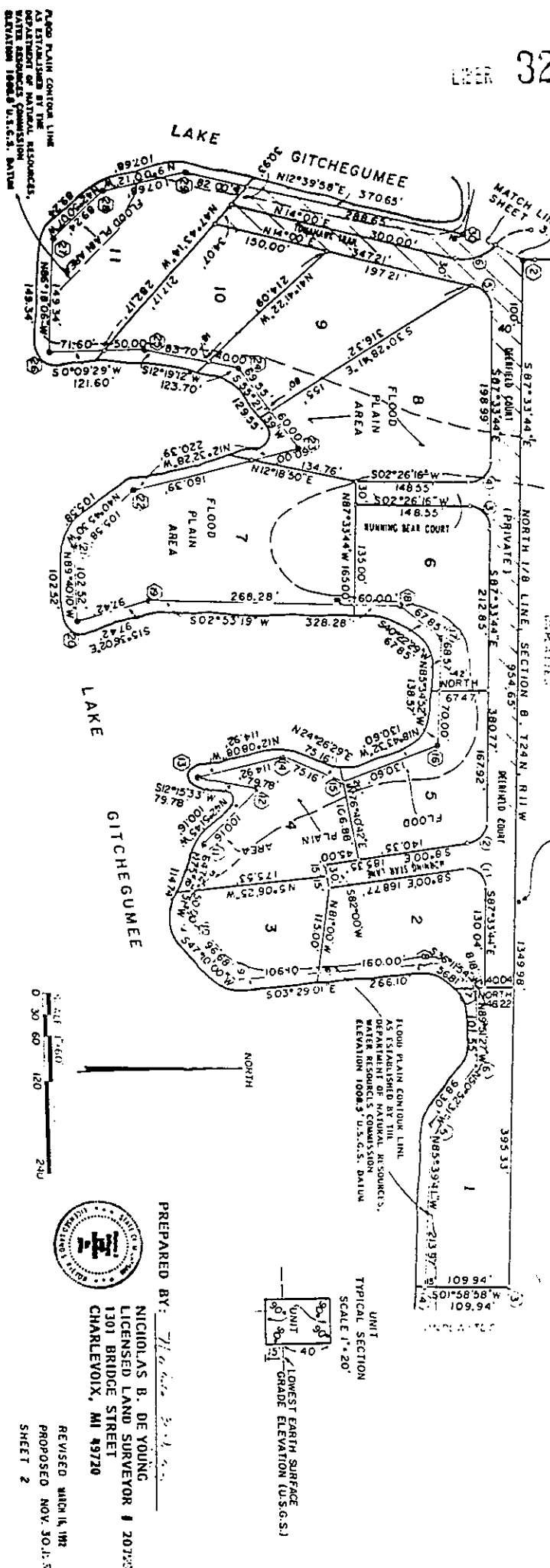
DATE: MARCH 11, 1978

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

PLAIN PLAN OF

SURVEY, SITE, UNIT, UTILITY, AND FLOOD

HAWATHA SHORES, A CONDOMINIUM.



PREPARED BY: NICHOLAS B. DE YOUNG

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR # 207203
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

REVISED MARCH 14, 1978
PROPOSED NOV. 30, 1978
SHEET 2

SURVEY, SITE, UNIT, UTILITY, AND FLOOD PLAIN PLAN OF
LIAWATHA SHORES, A CONDOMINIUM.

N88°24'46"W 530.0'
NW CORNER OF
SECTION 8, T24N, R11W.

COUNTY ROAD 328 PAGE 951

UTILITY SOURCES

ELECTRICITY - CONSUMERS POWER CO.
TELEPHONE - ACE TELEPHONE CO.
THERE IS NO WATER, SANITARY SEWER,
STORM SEWER, OR NATURAL GAS LINES
SERVING THIS PROJECT.

COORDINATE POINTS

No.	NORTH	EAST
1.	2715.325	1999.790
30.	1593.762	1927.746
31.	1613.878	1851.846
32.	1419.659	1797.637
33.	1191.874	1688.979
34.	1032.634	1732.577
35.	990.821	1697.645
36.	1015.254	1587.731
37.	961.930	1434.797
38.	1163.728	1444.146
39.	1287.488	1379.462
40.	1418.674	1398.458
41.	1480.673	1367.477
42.	1557.759	1409.173
43.	1722.256	1298.527
44.	1940.667	1300.034
45.	1940.595	1346.884
46.	1869.062	1433.137
47.	1980.467	1495.644
48.	2104.453	1478.834
49.	2212.529	1479.127
50.	2388.917	1538.757
51.	2483.551	1958.746
52.	2724.206	1967.077
53.	2423.710	1693.168

COORDINATE POINTS

No.	NORTH	EAST
54.	2607.023	1946.884
55.	2563.523	1426.718
56.	2388.199	1311.808
57.	1898.815	1143.031
58.	1890.432	1110.215
59.	1902.041	1088.837
60.	2404.248	1269.172
61.	2815.733	1236.601
62.	2934.534	1260.534
63.	2946.623	1469.665
64.	2912.777	1544.250
65.	2645.143	1672.087
66.	2633.507	1952.184

① - CURVE NO.

CURVE DATA

No.	RADIUS	ARC	CHORD
7.	60.00	50.91	N22°19'27"W 49.40
8.	90.00	141.37	S43°01'02"E 127.28
9.	130.00	204.20	S43°01'02"E 183.85
10.	90.00	141.37	N43°01'02"W 127.28
11.	70.00	128.64	N39°20'12"E 111.29
12.	184.00	123.90	N08°17'26"E 121.57
13.	224.00	150.83	N08°17'26"E 148.00
14.	520.00	371.11	S07°08'08"W 363.28
15.	560.00	399.66	S07°08'08"W 391.23
16.	821.45	219.25	N05°39'48"W 218.60
17.	110.00	138.26	N37°59'29"E 129.34
18.	70.00	87.99	N37°59'29"E 82.31
19.	83.835	105.38	S37°59'29"W 98.58
20.	123.635	155.65	S37°59'29"W 145.61

LEGEND

4 = UNIT NUMBER AND LIMITS OF OWNERSHIP

▨ = GENERAL COMMON ELEMENT

○ = COORDINATE POINT

◦ = 1/2" X 18" IRON ROD

⊙ = CONCRETE MONUMENT

COORDINATES ARE ON AN ASSUMED BASE.

BEARINGS ARE IN RELATION WITH THE
RECORDED PLAT OF LAKE GITCHEGUMEE
NO. 1, RECORDED IN LIBER 5 OF PLATS,
PAGE 168, WEXFORD COUNTY RECORDS.

NOTE: PLANS FOR UTILITY LINES
ARE NOT COMPLETE AT THIS TIME.
"AS BUILT" PLANS WILL SHOW THEM.

NOTE:

THE LOWEST EARTH SURFACE
ELEVATION OF ALL UNITS IS THE WATER
ELEVATION OF 1005.81 U.S.C.S. DATUM

NOTE: UNIT LINES EXTEND
TO THE WATER'S EDGE
OF LAKE GITCHEGUMEE

PREPARED BY: *Flannery & Sullivan*

NICHOLAS B. DE YOUNG
LICENSED LAND SURVEYOR # 20705
1301 BRIDGE STREET
CHARLEVOIX, MI 49720

PROPOSED NOV. 30, 1990
REVISED MARCH 4, 1991
SHEET 1

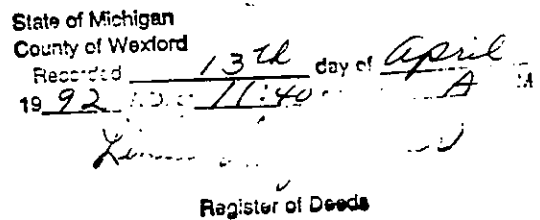
SCALE 1"=60'

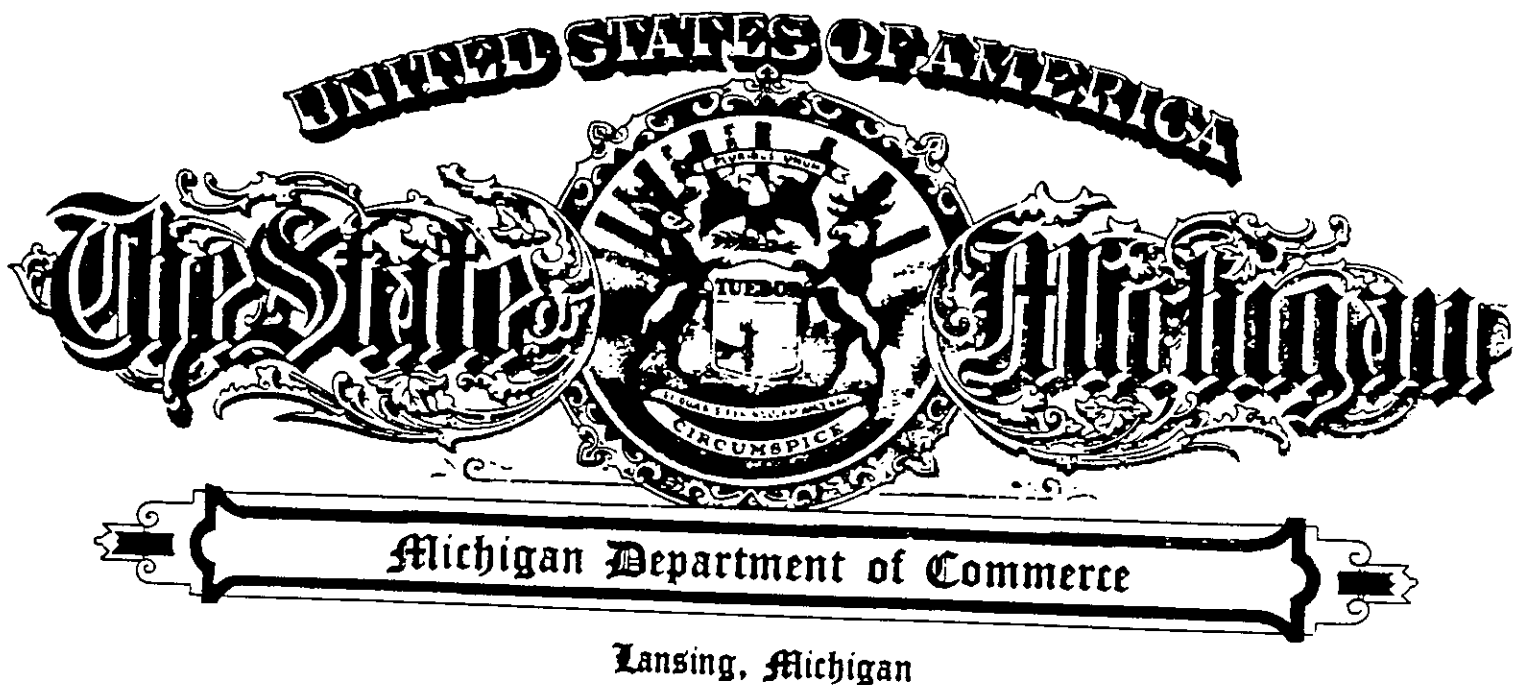
UNIT
TYPICAL SECTION
SCALE 1"=20'



LOWEST EARTH SURFACE
GRADE ELEVATION (U.S.C.S.)







This is to Certify That Articles of Incorporation of

HIAWATHA SHORES CONDOMINIUM ASSOCIATION

were duly filed in this office on the 7TH day of NOVEMBER, 19 90,
in conformity with Act 162, Public Acts of 1982.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 7TH day
of NOVEMBER, 19 90.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILEDDate Received *FL*

NOV 05 1990

NOV 07 1990

Administrator
MICHIGAN DEPT OF COMMERCE
Corporation & Securities Bureau

CORPORATION IDENTIFICATION NUMBER

732-349

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Hiawatha Shores Condominium Association

ARTICLE II

The purpose or purposes for which the corporation is organized are:

To administer the affairs of Hiawatha Shores, a condominium. See Exhibit "A" attached.

ARTICLE IIIThe corporation is organized upon a nonstock basis.
(stock or nonstock)

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (con't)

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
None

and the description and value of its personal property assets are: (if none, insert "none")
None

The corporation is to be financed under the following general plan:

See section B of Art II

The corporation is organized on a membership basis.
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

28860 Southfield Road, Lathrop Village , Michigan 48076
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

, Michigan
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

Herbert Rosen

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name

Residence or Business Address

A. S. Bond, Jr. Shanty Creek Properties, Route 3, Box 2, Bellaire, MI 49615

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI

The term of corporate existence is perpetual. The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such memb shall be as follows:

- (a) Each co-owner (including the Developer) of a unit in the Condominium shall be a membe of the corporation and no other person or entity shall be entitled to membership; EXCE that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any nonco-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple or equitable title to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium); the new co-owner thereby becoming a member of th corporation, and the membership of the prior co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corproation.

I (~~we~~), the incorporator(s) sign my (~~our~~) name(s) this 1st day of November, 19 90.



A. S. Bond, Jr.

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

A. S. Bond, Jr.
Shanty Creek Properties
Route 3, Box 2
Bellaire, Michigan 49615

Name of person or organization
remitting fees:

Wildwood Development Northern
Inc.

Preparer's name and business
telephone number:

A. S. Bond, Jr.

(616) 533-8123

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 162, P.A. of 1982, as amended. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of the Act by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. ARTICLE II — The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. ARTICLE III — The corporation must be organized on a stock or nonstock basis. Complete Article III(1) or III(2) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc.
6. ARTICLE IV — A post office box may not be designated as the street address of the registered office.
7. ARTICLE V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
9. This document must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
10. FEES: Filing fee & Franchise fee (Make remittance payable to State of Michigan) ... \$20.00
11. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division,
P.O. Box 30054, Lansing, Michigan 48909, Telephone: (517) 334-6302

EXHIBIT "A"

The purposes for which the corporation is formed are as follows:

- a) To manage and administer the affairs of and to maintain Hiawatha Shores, a condominium (hereinafter called "Condominium");
- b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- c) To carry insurance and to collect and allocate the proceeds thereof;
- d) To rebuild improvements after casualty;
- e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, and easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- h) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- j) To do anything required of, or permitted to, it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended; and
- k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

DISCLOSURE STATEMENT

HIAWATHA SHORES
Hanover Township
Wexford County, Michigan

DEVELOPER

Wildwood Development Northern, Inc.
28860 Southfield Road
Lathrup Village, Michigan 48076
(313) 557-2826

HIAWATHA SHORES is a residential site Condominium Project containing twenty-nine (29) single family building sites, each of which constitutes a condominium unit.

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

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Effective Date: December 31 , 1991

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I. INTRODUCTION

Condominium Development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

The Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. THE CONDOMINIUM CONCEPT

A. General.

Condominium is a method of subdividing and describing real property. A condominium unit has the same legal attributes as any other form of real property under Michigan Law and may be sold, mortgaged or leased, subject only to such restriction as are contained in the condominium documents or as otherwise may be applicable to the property.

Each owner receives a legal title by deed or equitable title by Land Contract to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section VI of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association").

The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established or, in the case of units added to an expanding project by amendment to the Master Deed, the year in which any such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an expansion amendment is recorded, taxes and assessments for the units covered by the Master Deed or expansion amendment are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

B. Condominium Building Sites.

Hiawatha Shores is different from most residential condominium projects in this area because the condominium units in this project consist of only the individual building sites, and the common elements do not include the residential dwellings and other improvements to be constructed on the sites or appurtenant to the sites as limited common elements. Each condominium unit consists of only the land included within the perimeter of a condominium unit. In the more common form of residential condominium project, the units consist of the air space enclosed within each of the dwelling units, and the common elements include the exterior of the structural components of the residential dwellings. In Hiawatha Shores, each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as common elements). The Co-owner shall be responsible for the maintenance of the exterior of the dwelling unit. Unlike the usual residential condominium project, each owner in this project also will be responsible for maintaining fire and extended coverage insurance on his unit and the dwelling and other improvements located thereon and appurtenant thereto, as well as personal property, liability and other personal insurance coverage for occurrences on the common elements and otherwise as is specified in the condominium documents.

C. Other Information.

Although the foregoing is generally accurate, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in Hiawatha Shores Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. DESCRIPTION OF THE CONDOMINIUM PROJECT

A. Size, Scope and Physical Characteristics of the Project.

Hiawatha Shores is comprised of twenty-nine (29) units, each of which consists of a building site as delineated on the Condominium Subdivision Plan, and upon which is to be constructed a residential dwelling, septic and water systems and related improvements and in accordance with the Master Deed and the First, Second and Third Amendments thereto, copies of which are included in the Purchaser Information Booklet.

B. Convertible Area Concept.

The Master Deed provides that, within a period ending July 31, 1996, the Developer may, but shall not be obligated, construct accessory improvements ancillary in nature or use to the residential dwellings to be constructed within the condominium units and improvements designed and intended to benefit the entire project anywhere on the general common elements and to reasonably adjust unit boundaries and associated Limited Common Elements to conform with actual construction when it is undertaken pursuant to the provisions of Section 48 of the

Act. The Developer has reserved this broad right to construct improvements because it is impossible to specify the nature and location of such improvements until the plans for each dwelling have been finalized. After completion of construction, all such improvements to the extent located on the convertible areas, must be reflected in an amendment to the Master Deed. The convertible area concept, and the requirements relating to the utilization thereof by the Developer, are described in Article VI of the Master Deed.

C. Utilities.

Electricity is provided to Hiawatha Shores by Consumers Power Company, a public utility. Gas service is provided by individual propane gas systems. Sewage disposal is to be provided by individual septic systems constructed and maintained at the expense of the Co-owner at such time as he elects to improve his unit and such systems shall be located upon the Unit. In this connection the costs of installation and maintenance of such systems shall be borne by each Co-owner. Water shall be supplied by individual wells constructed and maintained at the expense of the Co-owner at such time as he elects to improve his unit and such wells shall be located upon the unit.

D. Roads.

The project is served by First Street, a Village public road, and from such public road by a private road and then from such private road to a private road which is a General Common Element of the condominium.

E. Reserved Rights of Developer.

1. Right to Amend.

The Developer has reserved the right to amend the Master Deed and the exhibits thereto without approval from owners and mortgagees for the purpose of correcting errors and for any purpose so long as the amendment would not materially change the rights of an owner and for such other purposes as are set forth in Articles VI and VIII of the Master Deed.

2. Easements.

The Developer has reserved such easements over the Condominium Project as may be required to perform any of the Association's maintenance, repair, or replacement obligations.

3. General.

In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

IV. Legal Documentation.

A. General.

Hiawatha Shores was established as a Condominium Project pursuant to the Master Deed recorded in the Wexford County Records and contained in Hiawatha Shores Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B".

B. Master Deed.

The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the Condominium Project, a general description of the units and general and limited common elements included in the project and a statement regarding the relative responsibilities for maintaining the dwellings and other improvements and the common elements in the project. Article VI describes the "convertible area" concept. Article VII covers easements, Articles VI and VIII covers the provisions for amending the Master Deed and Article IX provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws.

The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of maintenance, and paying the costs of operation of the Condominium Project. Article VI contains restrictions upon the construction of dwelling units, ownership, occupancy and use of the Condominium 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 three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. The Developer and other Service Organizations.

A. Developer's Background and Experience.

Wildwood Development Northern, Inc., a Michigan corporation, was established in 1988 for the purpose of developing northern Michigan recreation and retirement properties. Herbert Rosen is a licensed Real Estate Broker and President of Wildwood Development Northern, Inc. He has been involved in the development, sale, and financing of thousands of acres of northern Michigan real estate since 1969. His over twenty years of experience as a developer of northern Michigan recreation and retirement properties have included Deer Lake Estates (Reed City) - over 1,000 acres, Bellaire Estates (Bellaire) - 500 acres, Lakes In The Green (Glennie) - 3,000 acres, Woodland Hills (Gaylord) - over 1,000 acres, and Grandview Estates (Farwell) - over 1,000 acres, to mention a few.

Jim Czajka, Vice President of Wildwood Development Northern, Inc. was working as a Journeyman Carpenter and Builder and began working for Wildwood Development Company as a Real Estate salesman. He progressed, through many years of hands-on experience, to Sales Manager and Development Superintendent. He took on the responsibility of overseeing and meeting with surveyors, road builders, the Health Department, the D.N.R., County Road Commissioners, electrical companies, municipal authorities, and all field work necessary to develop northern Michigan properties. In his fifteen years, he has been overseeing the development of thousand of acres of land in northern Michigan.

In 1988, Herb and Jim formed Wildwood Development Northern, Inc., a Michigan corporation, and together look forward to many more years of working as a team, developing some of the finest projects for recreation and retirement in beautiful northern Michigan.

D. Legal Proceedings Involving the Condominium Project.

The Developer is not presently aware of any pending judicial or administrative proceedings involving the Condominium project or the Developer's interest therein.

VI. Operation and Management of the Condominium Project.

A. The Condominium Association.

The responsibility for management and maintenance of the project is vested in Hiawatha Shores Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within one (1) year after the initial conveyance of legal equitable title to a non-developer Co-owner of a unit in the project or within one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the units that may be created, whichever first occurs, the Developer shall call a special meeting of members for the purpose of electing from among the non-developer Co-owners, persons to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the initial Board of Directors and the non-developer Co-owners until a meeting of members is held in accordance with the provisions of the Master Deed, at which time the Advisory Committee shall cease to exist. The initial Board of Directors and the Advisory Committee shall meet with each other at such time as may be requested by the Advisory Committee; provided, however, that there shall be no more than four (4) such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes.

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of

twenty-five (25%) percent of the units that may be created, at least one (1) director and not less than twenty-five (25%) percent of the Board of Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-third (33-1/3%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the units that may be created, and before conveyance of ninety (90%) percent of such units, the non-developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten (10%) percent of the units in the project or as long as ten (10%) percent of the units remain that may be created.

Notwithstanding the formula provided above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, if title to not less than seventy-five (75%) percent of the units that may be created has not been conveyed, the non-developer Co-owners have the right to elect as provided in the condominium documents, a number of members of the Board of Directors of the Association of Co-owners equal to the percentages of units they hold, and the Developer has the right to elect as provided in the condominium documents, a number of members of the Board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in accordance with the provisions of the Act.

If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under the above, or if the product of the number of members of the Board multiplied by the percentage of units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided above.

B. Percentages of Value.

The percentage of value of each unit in Hiawatha Shores is equal. The percentage of value assigned to each unit determines, among other things, the value of each Co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

1. Budget.

Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for replacement of major structural and other components of the project. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer based in part upon experience in similar projects and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the Condominium Project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I, to this Disclosure Statement.

2. Assessments.

Each owner of a unit, other than the Developer, must contribute to the Association to defray expenses of administration. Assessments are based upon the percentage of value assigned to each unit. The Board of Directors may also levy special assessments in accordance with the provisions of Article II of the Bylaws. The Developer's obligation for contributing to expenses of administration of the project is set forth in Article II of the Bylaws. Additionally each co-owner is responsible for the outside maintenance of his dwelling.

3. Other Possible Liabilities.

Each purchaser is advised of the possible liability of each unit owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which have become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

4. Each Co-owner of a Unit shall also be a member of Lake Gitchegumee Association, a Michigan non-profit Corporation formed for the purpose of overseeing common interests of owners and properties, including Co-owners of Hiawatha Shores, around Lake Gitchegumee. The costs of such memberships are set forth in the budget attached to this Disclosure Statement

D. Insurance.

1. Title Insurance.

The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Great Lakes Title of Cadillac at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the owner's commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

2. Other Insurance.

The condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, with respect to all of the general common elements of the project. The insurance policies may have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. Each Co-owner shall, however, at his individual cost and expense, keep and maintain extended coverage and liability insurance upon and relating to any and all improvements made in, or to a unit.

The Association and each Co-owner should periodically review all insurance coverage to be assured of its continued adequacy and each owner should do the same with respect to his personal insurance.

E. Restrictions on Ownership, Occupancy and Use.

Article VI of the Bylaws sets forth restrictions upon the ownership, occupancy and use of a unit in the Condominium Project. It is impossible to paraphrase these restrictions without risking the omission of some provisions that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions.

1. Units are to be used for single-family residential purposes only.
2. There are restrictions upon leasing of units.
3. A licensed residential builder must be engaged by a purchaser to build a dwelling in the project. There are architectural control provisions in favor of the Developer pertaining to the dwellings and other improvements that may be constructed in the project which are contained in Exhibit "A" to the Master Deed.
4. There are restrictions relating to the number and type of animals which may be kept upon the condominium.

5. There are substantial limitations upon physical changes (including landscaping) which may be made to the units and improvements in the condominium, and upon the uses to which the common elements and units may be put.
6. Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements without vote of the owners.

None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Developer and Owners.

A. Before Closing.

The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103, B, of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to Developer until conveyance of legal or equitable title to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. At Closing.

Each purchaser (other than a land contract purchaser) will receive by warranty deed fee simple title or by land contract equitable title to his unit, subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions as are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

1. General.

Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

2. Condominium Project Warranties.

Since it is not contemplated that the Developer will construct the dwelling upon the unit, the only warranty made by Developer is that utility services will have been extended to the unit boundaries as shown on the Condominium Subdivision Plan at the time the Purchaser is ready for construction and that purchaser will, upon appropriate application and payment of normal fees, be entitled to the issuance of a residential building permit

with respect to the unit, subject to all applicable laws, ordinances, regulations and requirements.

VIII. Purpose of Disclosure Statement.

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to a unit in the Condominium Project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. Certain of the terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce published The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the Master Deed and other instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Commerce.