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FOR

CHERRY RIDGE CONDOMINIUM

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INSTRUCTION SHEET

CHERRY RIDGE CONDOMINIUM

Pursuant to Section 84(a) of the Condominium Act, you, as a prospective purchaser of a unit in this project, are advised of the following:

The Developer must provide copies of all of the following documents to a prospective purchaser:

1. The recorded Master Deed.
2. The recorded First Amendment to Master Deed.
3. The recorded Second Amendment to Master Deed.
4. A copy of the Purchase Agreement.
5. A copy of the Escrow Agreement.
6. A Condominium Buyer's Handbook.
7. A Disclosure Statement containing all of the following:
 - A. An explanation of the Association of Co-Owner's possible liability in the event of foreclosure of a first mortgage.
 - B. The names, addresses and previous experience with condominium projects of each developer, and any management agency, real estate broker, residential builder and residential maintenance and alteration contractor.
 - C. A projected budget for the first year of operation of the Association of Co-Owners.
 - D. An explanation of the escrow arrangement prescribed by the Condominium Act.
 - E. Any expressed warranties undertaken by the developer, together with a statement that warranties are not provided unless specifically stated.
 - F. An explanation of the provisions in the Master Deed relating to the election to expand the project prescribed by the Condominium Act and an explanation of the material consequences of expanding the project.

G. An explanation of the provisions in the Master Deed relating to the election to contract the project prescribed by the Condominium Act and an explanation of the material consequences of contracting the project.

H. An identification of all structures and improvements labeled "need not be built."

I. The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built."

J. Other material information about the condominium project and the developer that the administrator requires by rule.

If you, as a prospective purchaser, have any questions regarding the foregoing, you should direct your questions to the developer or the real estate broker. Your signature in the place provided below is prima facie evidence that the documents identified above have been received and understood by you.

Dated: _____

PURCHASER:

Unit No.: _____

ACKNOWLEDGMENT OF RECEIPT OF CONDOMINIUM DOCUMENTS

FOR

CHERRY RIDGE CONDOMINIUM

The undersigned hereby acknowledges receipt of a copy of the condominium documents for **Cherry Ridge Condominium** from **GAR of Traverse City, Inc.**, the Developer, including the Disclosure Statement for this project.

Dated: _____

DISCLOSURE STATEMENT
FOR
CHERRY RIDGE CONDOMINIUM

Developer: GAR OF TRAVERSE CITY, INC.
1347 Pollard Lane
Traverse City, Michigan 49686
(616) 947-1138

CHERRY RIDGE CONDOMINIUM, a site condominium, is a convertible, expandable and contractible multi-phase residential land area condominium project which is located in the Township of East Bay, County of Grand Traverse and State of Michigan. The total number of units at Cherry Ridge Condominium will not be greater than ninety-four (94) lots. The total number of units in the first phase of Cherry Ridge Condominium is fifty-nine (59) lots and the total number of units in the second phase of Cherry Ridge may be twenty-three (23).

The effective date of this Disclosure Statement is June 21, 1999.

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

WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY OR OTHER ADVISOR PRIOR TO PURCHASING A CONDOMINIUM UNIT.

I.

INTRODUCTION

Condominium development in Michigan is governed largely by a statute called the Michigan Condominium Act. This Disclosure Statement, together with copies of the legal documents pertaining to the creation and operation of Cherry Ridge Condominium, a site Condominium (which are referred to as the "condominium documents") are furnished to each purchaser pursuant to the requirement of the Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

"Condominium" is a form of real property ownership. Under Michigan law, a condominium unit (that part of the condominium individually owned and occupied) has the same legal attributes as any other form of real property and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents. The condominium units described herein are residential units. Each unit has been designed and intended for separate ownership and use, and each unit has individual access to a common element of the condominium project or a public street

Each co-owner receives a deed to his or her individual condominium unit. Each co-owner owns, in addition to his or her unit, an undivided interest in the common facilities (called "common elements") which service the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each co-owner's proportionate share of the common elements is determined by the percentage of value assigned to his or her unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are reserved in the Master Deed for use by less than all co-owners. General common elements are all common elements other than limited common elements.

Except for the year in which the project is established (or, in the case of units added to an expanding project by subsequent amendment to the Master Deed, the year in which such amendment is recorded), real property taxes and assessments will be levied individually against each unit at Cherry Ridge Condominium. These individual 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), the taxes and assessments for the units covered by the Master Deed (or expansion amendment) are billed to the Association and are paid by the co-owners of such units in proportion to the percentages of value assigned to the units owned by them.

Of course, no summary such as the one contained in this Disclosure Statement can fully state all of the details of a condominium development. Each purchaser is, therefore, urged to review carefully all of the documents contained in the Cherry Ridge Condominium Purchaser's Information Booklet, as well as the other documents that have been delivered to the purchaser in connection with this project. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his or her own lawyer or other professional adviser.

II.

LEGAL DOCUMENTATION

A. **General.** Cherry Ridge Condominium was established as a condominium project pursuant to a Master Deed recorded in the office of the Grand Traverse County Register of Deeds. A copy of the Master Deed has been provided to you with this Disclosure Statement. The Master Deed includes the Condominium Bylaws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B". All of these documents should be reviewed carefully by prospective purchasers.

B. **Master Deed.** The Master Deed contains a definition of terms used within the condominium project, 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 common elements.

C. **Condominium Bylaws.** The Condominium 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 the Association members for the purpose of paying the costs of operation of the condominium project. Articles VI and VII contain certain restrictions upon the ownership, occupancy and use of the condominium project. Article VII also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association.

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

III.

SUMMARY OF PROJECT

Cherry Ridge Condominium is located in the County of Grand Traverse and State of Michigan. Cherry Ridge Condominium is a convertible, expandable and contractible residential land area (site) condominium to be developed in multiple phases. The total number of units in the first phase of Cherry Ridge Condominium is fifty-nine (59) lots and the total number of units in the second phase of Cherry Ridge may be twenty-three (23). Cherry Ridge Condominium may include up to ninety-four (94) lots.

IV.

DEVELOPER

The Developer of Cherry Ridge Condominium is GAR of Traverse City, Inc., a Michigan corporation. The president of GAR of Traverse City, Inc. is William H. Pollard.

V.

REAL ESTATE BROKER

Pollard Fabricators, Inc. d/b/a Pollard Builders & Realty, located at 749 Cherry Ridge Drive, Traverse City, Michigan 49686 (616-947-1138), will serve as the real estate broker for Cherry Ridge Condominium. William H. Pollard, of Pollard Fabricators, Inc. d/b/a Pollard Builders & Realty is the licensed real estate agent.

VI.

STRUCTURES AND IMPROVEMENTS WHICH NEED NOT BE BUILT

The Michigan Condominium Act, as amended, requires the Developer to clearly inform potential purchasers what its construction obligations are through the use of the labels "Must Be Built" and "Need Not Be Built." The Developer is obligated to construct only those units and improvements labeled "Must Be Built" in the Condominium Subdivision Plan attached to the Master Deed. All of the lots and improvements shown in the Condominium Subdivision Plan for Cherry Ridge Condominium are labeled "Need Not Be Built".

VII.

ESCROW OF FUNDS

In accordance with Michigan law, all funds received from prospective purchasers of units at Cherry Ridge Condominium will be deposited in an escrow account with an escrow agent. The escrow agent for Cherry Ridge Condominium is Double D Title Company. The address and principal place of business of Double D Title Company is 415 E. 8th Street, Traverse City, Michigan 49686.

Funds held in the escrow account will be returned to the prospective purchaser within three (3) business days upon such purchaser's withdrawal from a Purchase Agreement within the specified period. After the expiration of the nine (9) business day withdrawal period described in the Purchase Agreement, all funds received from the purchaser will be retained in escrow until closing or, upon default of a purchaser, the escrowed moneys will be paid to the Developer.

Any interest earned on funds held in the escrow account will be released to the party who is entitled to receive the funds upon which the interest has accrued, except that interest on funds released from the escrow account due to a prospective purchaser's withdrawal from a Purchase Agreement shall be paid to the Developer.

Additional details of the escrow arrangements made in connection with Cherry Ridge Condominium are contained in the Escrow Agreement which is attached to your Purchase Agreement.

VIII.

RECREATIONAL FACILITIES

No recreational facilities will be included in Cherry Ridge Condominium.

IX.

ORGANIZATION AND CONTROL OF THE CONDOMINIUM

A. **The Condominium Buyer's Handbook.** General information about the government and organization of condominiums in Michigan may be found in the Condominium Buyer's Handbook, published by the Michigan Department of Commerce (now the Michigan Department of Consumer and Industry Services), and provided to you previously by the Developer.

B. **Cherry Ridge Condominium Condominium Association.** The Cherry Ridge Condominium Condominium Association has been incorporated under the laws of the State of Michigan as a non-profit corporation. It will be responsible for the management, maintenance and administration of the condominium. A person will automatically become a member of the Cherry Ridge Condominium Condominium Association upon closing on the purchase of a unit.

The Articles of Incorporation and Bylaws of the Association which have been provided to you with this Disclosure Statement govern the procedural operations of the

Association. The Association is governed by a three-person Board of Directors whose initial members have been appointed by the Developer who are empowered to serve pursuant to the provisions of the Condominium Bylaws until the First Annual Meeting of Members of the Association. Article III of the Association Bylaws sets forth the complete requirements for appointment of directors.

Control of Cherry Ridge Condominium will be turned over to the Cherry Ridge Condominium Association as an independent entity at the transitional control date. The transitional control date is the date on which a Board of Directors, including at least two (2) directors who are unaffiliated with the Developer, takes office. Until the transitional control date, the condominium will be managed by the Cherry Ridge Condominium Association, although the Association will be controlled by the Developer. Even after the transitional control date, the Developer is entitled to participate, through voting and through appointment of directors, in the affairs of the condominium to the extent it owns units in the condominium.

C. **Annual Meetings.** Following the First Annual Meeting, annual meetings of the co-owners of Cherry Ridge Condominium will be held each year in accordance with the Condominium Bylaws for the purpose of conducting the business of the Association and appointing directors for the succeeding year. Prior to each Annual Meeting, co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Condominium Bylaws.

D. **Advisory Committee.** The Board of Directors of the Association must establish an Advisory Committee of non-Developer co-owners upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the condominium units that may be created have been conveyed to non-Developer co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a condominium unit to a non-Developer co-owner, whichever first occurs. The Advisory Committee will meet with the Board of Directors to facilitate communication with the non-Developer co-owners and to aid in transferring control from the Developer to non-Developer co-owners. The Advisory Committee will be composed of not less than one (1) nor more than three (3) non-Developer members, who will be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee will automatically dissolve following the appointment of a majority of the Board of Directors by non-Developer co-owners. The Advisory Committee must meet at least quarterly with the Board of Directors.

E. **Percentage of Value.** Each of the units at the condominium has been assigned a percent of the total value of the project based upon its location, size, value and allocable expenses of maintenance. The total value of the project is one hundred (100%) percent. The percentage of value assigned to each unit is determinative of the proportionate share of each unit in the proceeds from and expenses of the

administration of the Association, the value of such unit's vote at meetings of the Association of co-owners and the undivided interest of the unit in the common elements of the condominium. Each unit will share equally in the expenses of administration of the Condominium Association and each unit owner will have one (1) vote at meetings of the Association.

F. **Management.** The Developer will serve as managing agent for the condominium until the transitional control date. Thereafter, the Association must provide for its own management. The Developer will be paid for its services as managing agent.

As manager, the Developer will be given responsibility for the day-to-day management of the condominium.

X.

EXPANSION OF THE CONDOMINIUM

The Master Deed of Cherry Ridge Condominium provides that the number of units and the amount of land included in the condominium may be expanded by the dedication of additional land to the condominium project and the construction of additional units. The land which may be added to the condominium is legally described in the Cherry Ridge Condominium Master Deed. Any portion or all of this land may be added to the condominium by further amendments to the Master Deed. Such amendments may be made by the Developer in its discretion, without the consent of any co-owners.

The Developer's expansion rights are not subject to any restrictions, except a time restriction. Thus, additional phases may be added, in any order, in any size, and need not be physically attached to other portions of the condominium. The Developer has the sole right to determine whether any further expansion of the condominium will occur, and the nature, appearance and location of any additional units. Cherry Ridge Condominium may not be expanded beyond a total of ninety-four (94) units. All decisions regarding expansion must be made on or before that date six (6) years after the date of the initial recording of the Master Deed unless that date is extended pursuant to Article XII of the Master Deed.

The Developer also has the right, in its sole discretion, to create limited common elements, convertible area and contractible area within any additional land added to the project and to designate general common elements therein, which may subsequently be assigned as limited common elements. The Developer has no present intention of adding any land to the condominium that might subsequently be removed by contraction.

Each time Cherry Ridge Condominium is expanded by the addition of units, the percentages of value assigned to each individual unit will be proportionately readjusted in order to preserve a total value of 100% for the entire project. The precise determination of the readjustment in percentages of value is within the sole judgment of the Developer. Such readjustments must, however, reflect a continuing reasonable relationship among unit size and allocable expenses of maintenance of the various units. At the time of the recording of the initial Master Deed, an equal percentage of value was assigned to each of the units in Cherry Ridge Condominium. If the total number of units included in the condominium increases, the percentage of value assigned to each unit in the condominium will decrease. This will in turn decrease the proportionate share of each co-owner in the expenses of administering the condominium and the value of each co-owner's vote at meetings of the Cherry Ridge Condominium Condominium Association.

The expansion of Cherry Ridge Condominium could increase the usage of certain common elements included in the condominium. Expansion would also mean that there would be more common elements within the condominium, leading to higher fixed maintenance and repair expenses, and an increase in the total budget of the Cherry Ridge Condominium Condominium Association.

XI.

CONTRACTIBILITY OF THE CONDOMINIUM

The Master Deed of Cherry Ridge Condominium provides that the number of units and the amount of land included in the condominium may be contracted by the removal of land from the condominium project and the reduction of the number of unsold units. The land which may be removed from the condominium is legally described in the Cherry Ridge Condominium Master Deed. Any portion or all of this land, not containing or servicing sold units, may be removed from the condominium by further amendments to the Master Deed. Such amendments may be made by the Developer in its discretion, without the consent of any co-owners.

The Developer's contraction rights are not subject to any restrictions except that sold units may not be removed and there is a time restriction. Thus, such area and units may be removed, in any order, in any size, and may be physically attached to other portions of the condominium. The Developer has the sole right to determine whether any further contraction of the condominium will occur, as well as the location of any removed land or units. Cherry Ridge Condominium may not be contracted below a total of fifty-nine (59) units. All decisions regarding contraction must be made on or before that date six (6) years after the date of the initial recording of the Master Deed unless that date is extended pursuant to Article XII of the Master Deed.

The Developer also has the right, in its sole discretion, to remove any general or limited common elements, convertible area and contractible area within the project which is not designated to or does not service sold units. The Developer has no present intention of removing any land from the condominium that might subsequently be added through expansion.

Each time Cherry Ridge Condominium is contracted by the removal of units, the percentages of value assigned to each individual unit will be proportionately readjusted in order to preserve a total value of 100% for the entire project. The precise determination of the readjustment in percentages of value is within the sole judgment of the Developer. Such readjustments must, however, reflect a continuing reasonable relationship among unit size and allocable expenses of maintenance of the various units. At the time of the recording of the initial Master Deed, an equal percentage of value was assigned to each of the units in Cherry Ridge Condominium. If the total number of units included in the condominium decreases, the percentage of value assigned to each unit in the condominium will increase. This will in turn increase the proportionate share of each co-owner in the expenses of administering the condominium and the value of each co-owner's vote at meetings of the Cherry Ridge Condominium Condominium Association.

The contraction of Cherry Ridge Condominium could decrease the usage of certain common elements included in the condominium. Contraction would also mean that there could be less common elements within the condominium, leading to lower fixed maintenance and repair expenses, and a decrease in the total budget of the Cherry Ridge Condominium Condominium Association.

XII.

CONVERTIBLE AREA

Cherry Ridge Condominium includes convertible area. Generally, convertible area may be used for the purpose of altering the size and shape of unsold lots, the general common elements and/or the limited common elements. At Cherry Ridge Condominium, the convertible area may be used for the purpose of altering the size and shape of unsold lots, converting unsold lots into general common elements and/or limited common elements and designating the limited common elements to specific lots, and converting the general common elements into limited common elements, and vice versa, and designating the limited common elements to specific lots. Convertible areas are discussed in Article IX of the Master Deed.

XIII.

SUMMARY OF LIMITED WARRANTIES

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED HEREIN. YOU, INDIVIDUALLY, OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST.

XIV.

BUDGET

At closing, each purchaser of a unit at Cherry Ridge Condominium will pay two (2) months' assessment plus that amount of the full annual assessment prorated to the date of closing as a working capital deposit. After the closing, each co-owner will pay a semi-annual assessment as his or her share of the common expenses of the condominium. The semi-annual amounts collected from co-owners are used to operate and maintain the condominium. Because day-to-day operation of the condominium is dependent upon the availability of funds, it is important that each co-owner pay his or her semi-annual assessment in a timely manner. Semi-annual assessments at Cherry Ridge Condominium are due on January 1st and July 1st of each year. In the event a co-owner fails to pay this amount in a timely manner, the Condominium Bylaws provide that Cherry Ridge Condominium Condominium Association may impose a lien upon a delinquent co-owner's unit, collect interest at the rate of seven (7%) percent per annum on delinquent assessments, and impose other penalties.

The amount of the semi-annual assessment will be determined by the amount of the common expenses. Under the budget of the Cherry Ridge Condominium Condominium Association for fiscal year 1999 adopted by the Developer in the exercise of its best judgment, each co-owner will pay \$175.00 semi-annually. This will generate an annual revenue from eighty-two (82) units of \$28,700.00.

For fiscal year 1999, the estimated revenues and expenses of the condominium are as follows:

Income	\$28,700.00 ¹
Expenses	
Insurance	\$ 695.00
Common Areas & Stormwater Retention Areas Maintenance	\$ 5,500.00
Road Maintenance	\$ 2,800.00
Snow Removal	\$ 14,000.00
Supplies	\$ 485.00
Accounting	\$ 750.00
Management Fees	\$ 1,600.00
Contingency Reserve	\$ 2,870.00 ²
Total Expenses	\$ 28,700.00

Each co-owner must also pay other charges in connection with his or her ownership of a unit at Cherry Ridge Condominium. For example, each co-owner will be responsible for paying real estate taxes levied on his or her unit and his or her undivided interest in the common elements. The amount of such taxes will be determined by the assessor of the Township of East Bay.

Like other unit owners, the Developer, is required to pay its assessments when they are due. The Developer will commence paying the full semi-annual assessment for each unsold unit it owns within sixty (60) days after legal or equitable title to any condominium unit has been conveyed to a non-Developer co-owner.

Each co-owner could be required to pay special assessments, if special assessments are levied by the Board of Directors of Cherry Ridge Condominium Condominium Association. Special assessments may be levied by the Board of Directors in the event that, among other things, the regular assessment should prove inadequate, common elements need to be replaced or expanded, or an emergency occurs. The Bylaws of Cherry Ridge Condominium attached to the Master Deed should be examined for further details about special assessments.

Like most expenses today, the expenses in the budget are subject to changes as a result of changing costs in the economy. The budget contained herein represents Cherry Ridge Condominium Condominium Association's best estimate of those

¹This budget has been estimated by the Developer based upon the assumption that the project contains eighty-two (82) units (\$175 semi-annually, per lot).

²There is no assurance that the contingency reserve will be adequate.

expenses at this time. However, these costs may increase from year to year on account of such factors as cost increases, the need for repair or replacement of common elements, property improvements, and increased size of the condominium. Such cost increases will result in increased annual assessments.

There are no fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration, except the management services to be provided by the Developer to the Association.

XV.

RESTRICTIONS ON USE

In order to provide an environment conducive to pleasant living at Cherry Ridge Condominium, the Condominium Bylaws contain certain limitations upon the activities of co-owners which might infringe upon the right to quiet enjoyment of all co-owners. Some of these restrictions are set forth herein. You should read Article VII of the Condominium Bylaws to ascertain the full extent of the restrictions.

The units in Cherry Ridge Condominium may be used solely for the purpose of single-family dwellings. Many restrictions apply to construction of residences at Cherry Ridge Condominium. Article VI and Article VII of the Condominium Bylaws should be reviewed carefully by prospective purchasers.

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

XVI.

INSURANCE

Cherry Ridge Condominium Condominium Association is responsible for securing vandalism and malicious mischief and liability insurance, and, when necessary, worker's compensation insurance pertinent to the ownership, use, and maintenance of the common elements of the condominium. Such insurance policies contain deductible clauses which, in the event of a loss, could result in the Association's being responsible for a certain portion of the loss.

Unit owners, as members of the Association, would bear any such loss in proportion to their percentage ownership of the common elements. Cherry Ridge Condominium Association has taken out an all risk policy of insurance on the common elements. A copy of the all risk policy of insurance is available at the sales office for inspection by prospective purchasers. Worker's compensation insurance will not initially be secured by the Association, since Cherry Ridge Condominium Association will have no employees. Co-owners should regularly review the insurance coverage of the Condominium to insure that it is adequate.

The insurance coverage provided by the Association will not cover the individual units, any articles contained therein or any personal property of a co-owner on the grounds of the condominium other than items provided by the Developer in the initial sale of a unit. Each unit owner must, therefore, secure condominium owner's insurance to insure against loss to his or her unit and his or her personal property. Unit owners should consult with their insurance advisers to determine the amount of coverage required for their particular needs. In the event a unit owner fails to procure his or her own insurance, such co-owner will be uninsured for any loss that might occur to his or her unit, to himself or herself or to his or her property.

XVII.

PRIVATE ROADS AND EASEMENTS

There will be private roads (namely, Cherry Ridge Drive, Gold Court, Pollard Lane, Leila Way, Schmidt Way and Napoleon Way) that are common elements of the condominium which run into and/or service Cherry Ridge Condominium. These roads are for use by the co-owners and their guests, and by GAR of Traverse City, Inc., the Developer, and its guests, and must be maintained by the Association. The roads will not be patrolled by public police forces. The Developer has not sought the dedication of the roads to the County of Grand Traverse or the Grand Traverse County Road Commission.

GAR of Traverse City, Inc., as the Developer, is permitted to enter the condominium for the purpose of the sale of units. The Developer's sales personnel are also permitted to enter Cherry Ridge Condominium and to maintain an office and model units at the condominium. The usual public utility easements, such as telephone, electricity, water and sewer, and cable television are enjoyed by those companies and municipalities responsible for the furnishing of public utilities to the condominium. As set forth more fully in Article VII of the Master Deed, the Developer has reserved perpetual easements for the unrestricted use of the private roads and the general common elements for the purpose of ingress and egress to and from any portion of the condominium and any land contiguous to the condominium which Developer now owns

or hereafter acquires, and for the right to tie into utilities and roadways serving the condominium.

Representatives of the Cherry Ridge Condominium Condominium Association are entitled to enter a unit (except the improvements (buildings) constructed thereon) in the case of an emergency or to make necessary repairs to a common element. While such an entry may cause inconvenience, it is necessary for the well-being of all the co-owners.

XVIII.

CO-OWNER LIABILITY

If title to a unit at Cherry Ridge Condominium passes by virtue of a first mortgage foreclosure, the new title holder is not liable for the assessments of the Cherry Ridge Condominium Condominium Association which came due prior to the acquisition of the title to the unit by that person. Any unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners, including that person. This provision is contained in the Condominium Bylaws, as required by the laws of the State of Michigan.

XIX.

UNUSUAL CIRCUMSTANCES

To the Developer's knowledge, there are no unusual circumstances associated with Cherry Ridge Condominium.

XIX.

LEGAL MATTERS

Louis P. Tocco, of Hollander & Tocco, P.L.C., 101 Cedar Street, Suttons Bay, Michigan, 49682, served as legal counsel in connection with the preparation of this Disclosure Statement and related documents. Legal counsel has not passed upon the accuracy of the factual matters herein contained.

MASTER DEED

FOR

CHERRY RIDGE CONDOMINIUM

STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED

27 MAY 98 12:48 P.M.
27 MAY 98 12:48 P.M.

KARON ANDERSON
REGISTER OF DEEDS

MASTER DEED, Made as of this 26th day of MAY, 1998, by
GAR OF TRAVERSE CITY, INC., a Michigan corporation, of 749 Cherry Ridge Drive,
Traverse City, Michigan 49686 (hereinafter referred to as the "Developer");

WITNESSETH:

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

NOW, THEREFORE, the Developer does hereby establish CHERRY RIDGE
CONDOMINIUM by recording of this Master Deed as a condominium project and does
declare that CHERRY RIDGE CONDOMINIUM, hereinafter referred to as the
"Condominium", shall be henceforth held, conveyed, encumbered, leased, occupied,

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

I.

TITLE AND NATURE

The Condominium Project shall be known as **CHERRY RIDGE CONDOMINIUM**, Grand Traverse County Condominium Subdivision Plan No. 100. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

The land on which the Condominium Project is located and which is established by this Master Deed is situated in the Township of East Bay, County of Grand Traverse and State of Michigan, and described as follows, viz:

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

Commencing at the South 1/4 Corner of Section 30; thence N 00°13'10" E, 829.77 feet along the North-South 1/4 Line to the Point of Beginning; thence continuing N 00°13'10" E, 1837.41 feet along said North-South 1/4 Line to the center of Section 30; thence N 89°26'15" E, 913.79 feet along

East-West 1/4 Line to the Northwest corner of Lot 69 of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Page 4); thence along the Westerly Line of said Plat for the next 13 courses, S 00°33'45" E, 203.01 feet; thence S 37°48'12" E, 80.47 feet; thence S 07°43'32" W, 194.61 feet; thence N 89°29'00" W, 100.80 feet; thence S 24°38'34" W, 253.01 feet; thence S 33°49'00" W, 230.00 feet; thence S 40°31'49" W, 25.00 feet; thence S 32°23'40" E, 117.87 feet; thence S 11°04'41" E, 130.00 feet; thence S 34°25'40" E, 126.04 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°54'58" E, 209.86 feet to the right-of-way of Cherry Ridge Commons No. 1; thence S 25°47'06" W, 36.38 feet; thence along a 333.09 foot radius curve to the left (central angle = 50°27'12", chord bearing = S 00°29'13" W, chord dist. = 283.93 feet) for 293.31 feet; thence N 80°06'10" W, 37.02 feet; thence S 20°15'10" W, 227.00 feet; thence N 84°58'52" W, 250.00 feet; thence S 47°11'39" W, 139.58 feet; thence along a 307.00 foot radius curve to the left (central angle = 29°27'18", chord bearing = N 65°24'08" W, chord dist. = 156.09 feet) for 157.83 feet; thence along a 1276.00 foot radius curve to the right (central angle = 13°29'56", chord bearing = N 73°22'50" W, chord dist. = 299.93 feet) for 300.63 feet; thence N 89°42'28" W, 200.77 feet to the Point of Beginning. Containing 38.089 acres.

Subject to all easements, reservations, exceptions, conditions and restrictions contained in prior conveyances, if any.

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

III.

DEFINITIONS

The following terms, whenever utilized in this Master Deed, Condominium Bylaws, Articles of Incorporation, Bylaws of Association of Co-Owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed, and in any other document or instrument without limitation shall be defined as follows, viz:

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

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

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

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

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

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

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

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

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

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

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

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

M. **Developer** is GAR OF TRAVERSE CITY, INC., a Michigan corporation.

N. **Architectural Control Committee** shall mean the committee appointed in accordance with the provisions of Article VI, Sections (1) through (6) of the Condominium Bylaws.

O. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any unit,

any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or sewer systems or any part thereof within any unit.

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

IV.

COMMON ELEMENTS

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

A. The general common elements are:

1. The land described in Article II hereof, including the Project signage, the retention basin areas, and all roadways, outlots, if any, and access easements, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

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

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

C. Pursuant to the East Bay Township Ordinance Section 223.2.6, the Developer confirms that it has not requested the Grand Traverse County Road Commission nor the Michigan Department of Transportation to accept any of the herein designated general common element roadways, outlots, if any, or access easements as public roads as set forth on Exhibit "B" attached hereto. As such, the roadways, outlots, if any, and access easements will be private and the Grand Traverse County Road Commission or the Michigan Department of Transportation will have no obligation to maintain the roadways, outlots, if any, and access easements in any manner until such time, if ever, as the Condominium Association, the Developer or a successor developer dedicates the roadways, outlots, if any, and/or access easements to the public. Nothing herein shall obligate the Condominium Association, the Developer or a successor developer to dedicate the roadways, outlots, if any, and/or access easements to the public as a "public road", as that term is defined in the East Bay Township Ordinance at Section 223.2.

D. The limited common elements consist of that certain open space area east of lot 20, as assigned to such lot herein and on Exhibit "B" attached hereto.

E. Any maintenance, repair or replacement of a limited common element (the cost of which is to be borne by the Co-Owner or Co-Owners to whom said limited common elements are assigned) may be performed by or under the direction of the

Association and the cost may be assessed against the responsible Co-Owner or Co-Owners as provided in the Condominium Bylaws.

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

V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Project attached hereto as Exhibit "B". Each unit shall include all that area and space contained within the boundary for each unit as shown on Exhibit "B" hereto.

B. The percentage of value assigned to each unit is set forth in Subparagraph "D" below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and in the common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the Association. The total value of the Project is one hundred (100%) percent. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Articles IX, X and XI hereof.

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

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

VI.

EASEMENTS

There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls in favor of the Association located within any lot for the installation and placement of and/or continuing maintenance and repair of all utilities (including retention basin areas) and all common elements in the Condominium.

VII.

EASEMENTS RETAINED BY DEVELOPER

A. The Developer reserves for the benefits of itself, its successors and assigns, and that certain land described in Article X and XI hereinafter, perpetual easements for the unrestricted use of all roads and/or easements, driveways, walkways and general common elements in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors. All expenses of maintenance, repair, replacement and resurfacing of any roads referred to

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

B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, that certain land described in Article X and XI hereinafter, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap, tie into, and/or extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, electric, water, telephone, gas, and storm and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into,

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

C. The Association shall be obligated to contribute to all costs and expenses related to the sanitary sewer system and water system (if required by East Bay Township), including by way of illustration and not limitation all operating costs (not including monthly usage fees which are the responsibility of the Co-Owners), repairs, maintenance and replacement expenses. The Association's obligation (for all costs) shall be determined by a prorata allocation of those costs to all users of the systems. For example, if there are twelve (12) users of the system, eleven (11) of which are the units in this Project, the Association shall pay eleven-twelfths (11/12ths) of all costs.

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

VIII.

RESTRICTIVE COVENANTS

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

IX.

CONVERTIBLE AREA

A. Right to Convert

The Condominium Project contains convertible area. The convertible area in the Condominium Project consists of all of the units and common elements in the Condominium Project whether or not so designated as such in the Condominium Subdivision Plan attached hereto as Exhibit "B". The convertible area may be utilized to change the size and shape of unsold units (including the relocation of boundaries between adjoining units) and the general or limited common elements. Additional condominium units and common elements may be created within such convertible area and/or unsold units and common elements may be eliminated from the Project. The Developer reserves the right to change the assignment of specific limited common elements to certain lots, to create or remove general and/or limited common elements

within this convertible area and to designate general and/or limited common elements therein which may subsequently be assigned as limited common elements.

B. Restriction upon Convertibility

The conversion of any convertible area, as hereinbefore described, shall occur without restriction under the following conditions:

1. The Developer's right to convert the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed.
2. The maximum number of condominium units that may be created within the convertible area is two (2).
3. The maximum percentage of the aggregate land area of all condominium units that may be created within the convertible area that may be occupied by condominium units not restricted exclusively to residential use is zero.
4. There are no restrictions as to the types of condominium units may be created within the convertible area.
5. The nature, size, appearance and location of all additional units, if any, created within the convertible area will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.
6. There is no restriction as to the location of any improvements that may be made on any portions of the convertible area.
7. There may be no restrictions as to what improvements may be made on the convertible area.

8. All conversion must be carried out in accordance with the provisions of the Act.

C. Procedure for Conversion

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the conversion of any convertible area in the Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such conversion in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing or remaining units which Developer or its successors or assigns may determine to be necessary in conjunction

with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer (or its successors or assigns) to convert in any way the Condominium Project as established by this Master Deed.

X.

ENLARGEMENT OF CONDOMINIUM

A. Right to Expand

The Condominium Project is an expandable condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of fifty-nine (59) units, may be the first phase of a multiphase project which will contain in its entirety no more than ninety-four (94) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as

expressly provided in this Article X. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

Beginning at the South 1/4 Corner of Section 30; thence N 00°13'10" E, 829.77 feet along the North-South 1/4 Line; thence S 89°42'28" E, 200.77 feet; thence along a 1276.00 foot radius curve to the left (central angle = 13°29'56", chord bearing = S 73°22'50" E, chord dist. = 299.93 feet) for 300.63 feet; thence along a 307.00 foot radius curve to the right (central angle = 29°27'18", chord bearing = S 65°24'08" E, chord dist. = 156.09 feet) for 157.83 feet; thence N 47°11'39" E, 139.58 feet; thence S 84°58'52" E, 250.00 feet; thence N 20°15'10" E, 227.00 feet; thence S 80°06'10" E, 37.02 feet; thence along a 333.09 foot radius curve to the right (central angle = 50°27'12", chord bearing = N 00°29'13" E, chord dist. = 283.93 feet) for 293.31 feet; thence N 25°47'06" E, 36.38 feet to the Southerly boundary of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Pg. 4); thence along said Plat boundary for the next 2 courses, S 83°57'25" E, 102.53 feet; thence S 65°10'52" E, 127.05 feet to the East 1/8 line; thence S 00°17'32" W, 1197.54 feet along said East 1/8 line to the South Line of Section 30; thence S 89°27'26" W, 1329.25 feet along said South Section Line to the North-South 1/4 Line and the Point of Beginning. Containing 26.397 acres.

(herein referred to as the "Expansion Property").

B. Restriction upon Expansion

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

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

2. All or any portion of the Expansion Property may be added, but none of it must be added.
3. There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.
4. Portions of the Expansion Property may be added to the Condominium Project at different times.
5. The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.
6. There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.
7. The maximum number of condominium units that may be created on the Expansion Property is thirty-five (35).
8. There is no restriction upon the number of condominium units that may be placed on any portion of the Expansion Property.
9. The maximum percentage of the aggregate land area of all condominium units that may be created on the Expansion Property that may be occupied by condominium units not restricted exclusively to residential use is zero.

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

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

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

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

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

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

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

C. Procedure for Expansion

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed, be increased by the addition to this Condominium Project of all or any portion of the Expansion Property and the location of condominium units thereon. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such expansion in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe the additional property being added to the Condominium Project by such amendment. Such amendment or amendments to the

Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional units being added to the Condominium Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when

recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the boundaries established by this Master Deed, and Developer (or its successors or assigns) may, in its discretion, establish all or a portion of said Expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

XI.

CONTRACTION OF CONDOMINIUM

A. Right to Contract

The Condominium Project is a contractible condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of fifty-nine (59) units, may contain in its entirety no less than thirty-six (36) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article XI. The land, all or any portion of which may be removed from the Condominium Project, is described as follows (herein referred to as the "Contraction Property"):

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

Commencing at the South 1/4 Corner of Section 30; thence N 00°13'10" E, 829.77 feet along the North-South 1/4 Line to the Point of Beginning;

thence continuing N 00°13'10" E, 666.89 feet; thence S 89°20'27" E, 723.60 feet to the Westerly boundary of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Pg. 4); thence along the Westerly boundary of said Plat for the next 4 courses, S 34°25'40" E, 50.71 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°54'58" E, 209.86 feet to the westerly right-of-way of Cherry Ridge Commons No. 1; thence S 25°47'06" W, 36.38 feet; thence along a 333.09 foot radius curve to the left (central angle = 50°27'12", chord bearing = S 00°29'13" W, chord dist. = 283.93 feet) for 293.31 feet; thence N 80°06'10" W, 37.02 feet; thence S 20°15'10" W, 227.00 feet; thence N 84°58'52" W, 250.00 feet; thence S 47°11'39" W, 139.58 feet; thence along a 307.00 foot radius curve to the left (central angle = 29°27'18", chord bearing = N 65°24'08" W, chord dist. = 156.09 feet) for 157.83 feet; thence along a 1276.00 foot radius curve to the right (central angle = 13°29'56", chord bearing = N 73°22'50" W, chord dist. = 299.93 feet) for 300.63 feet; thence N 89°42'28" W, 200.77 feet to the North-South 1/4 Line and the Point of Beginning. Containing 16.663 acres.

B. Restriction upon Contraction

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

1. The Developer's right to elect to contract the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed.
2. All or any portion of the Contraction Property may be removed, but none of it must be subtracted.
3. There is no limitation as to what portion of the Contraction Property may be removed, and any portions subtracted may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any contraction.

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

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

6. The maximum number of condominium units on the Contraction Property that may be removed is twenty-three (23).

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

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

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

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

C. Procedure for Contraction

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or

assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed, be decreased by the removal from this Condominium Project of all or any portion of the Contraction Property and the elimination of condominium units thereon. Such decrease in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such contraction in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain, pursuant to the rights reserved to the Developer in Article IX, such further definitions, redefinitions or modifications of general or limited common elements within any portion of the original Condominium Project as may be necessary, in Developer's sole discretion, to adequately describe and service the units remaining in the Condominium Project due to the contraction resulting from such amendment(s). In connection with any such amendment(s) and pursuant to the rights reserved to the Developer in Article IX, Developer shall have the right to change the nature of any

common element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the relocation of and/or installation of additional roadways and sidewalks in the Project to provide access to any unit that is located in the Project. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of remaining units which Developer or its successors or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer (or its successors or assigns) to reduce the Condominium Project within the boundaries established by this Master Deed.

XII.

AMENDMENT

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

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

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

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

(Signed and acknowledged on the following page)

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

SIGNED IN THE PRESENCE OF:

DEVELOPER:

GAR OF TRAVERSE CITY, INC., a Michigan corporation

By: William H. Pollard
William H. Pollard

Its: President

Laura Judd
LAURA Judd

STATE OF MICHIGAN }
County of LEELANAU }ss

On this 26th day of MAY, 1998, before me, a Notary Public in and for said County and State, personally appeared William H. Pollard, the President of GAR OF TRAVERSE CITY, INC., a Michigan corporation, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation, the Developer of said Condominium Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said corporation.

Laura Judd
(typed name of notary public)
LAURA Judd
Notary Public, County of LEELANAU, MI
My commission expires MARCH 01, 2003
Affix notarial seal here

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

LOUIS P. TOCCO, ESQ.
HOLLANDER & TOCCO, P.L.C.
101 Cedar Street, P.O. Box 490
Suttons Bay, Michigan 49682-0409
LTOCCO@NETATTYS.COM
(616) 271-4500
P8417-B

CONDOMINIUM BYLAWS

CHERRY RIDGE CONDOMINIUM

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

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

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

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

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

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

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

required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote each unit which it owns and with respect to which it is paying full annual assessments. Notwithstanding anything herein to the contrary, a purchaser of a unit by means of a land contract shall be designated the owner of that unit and entitled to the vote for that unit.

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

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

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

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

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

and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

Section 4. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited or reviewed at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants, nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual audited or reviewed financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents, and shall permit all Co-Owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.

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

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

Section 7. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross

negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director(s) seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof.

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

ARTICLE II

ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.

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

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

- (1) to provide for the costs of operation and management of the Condominium;
- (2) to provide replacements of existing common elements;
- (3) to provide additions to the common elements not exceeding \$1,000.00 annually; or
- (4) to provide for the costs in the event of emergencies;

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

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

Section 4. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Section 3(a) above, shall be payable by Co-Owners in equal semi-annual installments, commencing with acquisition of legal or equitable title to a unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full.

Each Co-Owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-Owner is the owner thereof.

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

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-Owner, and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at his or their last known address of a written notice that one or more installments of the semi-annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date

of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-Owner of record thereof, (2) the legal description of the Condominium unit or units to which the notice applies, (3) the amounts due the Association of Co-Owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on his unit(s). In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-Owner, and to lease the Condominium unit and to collect and apply the rental therefrom.

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

Section 8. The Developer shall be responsible for payment of the full Association maintenance assessment, and all special assessments, for all units it owns.

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

Section 10. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV

INSURANCE

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

Section 2. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-Owners and their mortgagees as their interests may appear and all premiums for insurance carried by the Association shall be an expense of administration.

Section 3. Each Co-Owner shall obtain all necessary insurance coverage at his own expense upon his unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for his unit, including any structures constructed thereon and his personal property located within his unit or elsewhere in the Condominium Project, for his personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.

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

Section 5. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

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

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

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

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

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

Section 4. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of his unit.

Section 5. The Association shall be responsible for the reconstruction, repair, and maintenance of the general common elements, including roadways and access easements, and any incidental damage to a unit caused by the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has a responsibility for maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace, reconstruct or repair the damaged property and if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

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

Section 7. Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner or any other party priority over any rights of first mortgagees of Condominium units pursuant to their mortgages and in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

Section 1. Architectural Control Committee.

1.1 An Architectural Control Committee shall be established by the Developer and shall consist of the Developer and one or more persons appointed by the Developer, until such time as Developer elects not to serve, then the Association shall appoint three (3) such members.

1.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the Developer's consent shall be required for all Committee action.

Section 2. Architectural Control Committee Approval.

2.1 Each Co-Owner recognizes that the Developer has a specific and definite concept for all improvements at Cherry Ridge Condominium and that no changes nor modifications to any improvement or lot shall be undertaken except with strict compliance with the following provisions.

2.2 No lot owner shall remove any trees, modify any terrain, construct, alter, or maintain any improvements on a lot until all of the following have been completed:

(a) The lot owner has submitted to the Committee, for approval by the Committee:

(1) A site plan which includes a proposed survey on which buildings, roads, drives, utilities, easements, grading and drainage plans are located;

(2) Prints detailing floor plans, exterior elevations (all sides), deck and patio plans;

(3) Specifications for materials to be used on the exterior, color schemes, roof coverings, fences, and walls;

(4) An approximate construction schedule;

(5) One set of construction blueprints (which set shall be permanently left with the Committee).

(b) All of the submissions in Subparagraph (a) shall have been approved in writing by the Committee.

(c) Approval of the plans and specifications described above may be withheld, not only because of the non-compliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the lot.

(d) Any building, structure or improvement shall be erected or constructed in substantial conformity with the plans, specifications and site plan approved by the Committee.

(e) Before construction of any type can begin upon a lot, an acknowledgment form must be signed by both the property owner and his contractor wherein each acknowledges that he has read and understands the provisions of the Master Deed and these Condominium Bylaws.

Section 3. Character of Building.

3.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of lots consistent with its plan for Cherry Ridge Condominium. The Developer wishes to encourage the formulation of new or

innovative concepts and ideas. Nevertheless, for the protection of all lot owners, and for the preservation of the Developer's concept for the development of the Project, the Developer wishes to make certain that any development of a lot will be consistent with its plan for Cherry Ridge Condominium, including the following:

(a) No building shall be erected on any lot except a single, private dwelling to be occupied by not more than one (1) family, for residential purposes only, with an attached two (2) (or more) car garage. With the prior written approval of the Committee, no more than one (1) outbuilding may be erected within the back half of any lot.

(b) Each single-story, split-level, bi-level and quad-level dwelling constructed on a lot shall have a minimum ground floor of 1,300 square feet of finished living area as determined by the "story-above-grade" provisions of the then most current BOCA National Building Code. The upper two levels of tri-levels shall contain no less than 1,300 square feet. One and one-half story and two-story dwellings shall have a minimum ground floor finished living area of 800 square feet and a total area of not less than 1,300 square feet. In computing finished living area, only those portions located entirely above grade shall be included and living area shall not include any garage, basement, porch, breezeway, or entranceway.

(c) Trailers, motor homes, and mobile homes (including manufactured and modular type homes) shall not be permitted. Campers, basement homes, tents, shacks, garages, barns or other outbuildings shall not be used as a temporary or permanent residence. No exterior cinder block or cement block dwellings shall be permitted.

(d) All roofing will be of high quality roofing materials approved by the Committee.

(e) All garages and storage structures must be constructed of the same exterior materials permitted for the construction of residences and maintained, i.e. painted, stained, etc. in an attractive manner.

(f) All dwellings shall be erected on permanent foundations of concrete, cement blocks, brick, stone or wolmanized lumber.

(g) Each lot shall be improved with a paved driveway providing access to a Project roadway within thirty (30) days after the date of receipt of a Certificate of Occupancy for the residential dwelling; the Committee may grant extensions of the completion date due to the exigencies of weather.

(h) All construction and paving materials shall satisfy all applicable building code requirements.

Section 4. Construction.

4.1 Each dwelling shall be constructed so as to conform in all respects with the East Bay Township Zoning Ordinance, including, by way of illustration and not limitation, the following setback requirements (setbacks are determined from lot lines):

	<u>Setbacks</u>
Front Yard	30
Rear Yard	35
Side Yard	10
Side Yard from side street where lot is a corner lot	30

4.2 All stumps, trees and brush, cut or cleared to provide for dwelling and/or driveway construction, must be removed from the Project premises, except timber cut and saved for fireplace firewood.

4.3 All land cuts caused by driveway installation or home construction must be stabilized. The location, manner and material used for stabilization must be approved in advance by the Architectural Control Committee.

4.4 Each owner shall be responsible for any damage to a common area or improvements which occurs as a result of construction on the owner's lot and all such damage shall be repaired within thirty (30) days of occurrence by the responsible lot owner.

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

4.6 The exterior of the dwelling or any permitted outbuilding must be completed within one (1) year from the commencement of construction; roll roofing, tar paper or other building paper left exposed will not be permitted on any roof or exterior of any building. The dwelling must be ready for occupancy within one (1) year from the issuance of the building permit.

Section 5. Landscaping/Grade.

5.1 In the interest of preserving the existing established condition of natural slopes, the owner shall maintain groundcover to prevent water and wind erosion to their

lot. The grade of an owner's lot shall not be altered so as to cause and unnatural flow of water onto other lots or any common elements not designated as retention basin areas; owners shall allow water to drain through their lots in order to flow into the roadway ditch. Soil Erosion Permits are required prior to the start of any construction.

5.2 All improvements shall be located so as to comply with the setback restrictions as described in Section 4 of this Article VI and as shown on Exhibit "B", and shall comply with all applicable zoning and building codes and/or ordinances.

5.3 The Committee reserves the right of final approval of the placement or orientation of the structure on the lot. The location of all improvements on each lot must be staked and approved by the Committee before construction commences.

5.4 The location of all improvements shall be designed and located so as to be compatible with the natural surroundings and with the other lots.

5.5 Any and all landscaping necessary to restore the lot to its preconstruction status must be completed within one (1) year after the date of receipt of a Certificate of Occupancy for a dwelling.

Section 6. Miscellaneous.

6.1 All garbage and refuse and tree and lawn cuttings shall be promptly disposed of so that it will not be objectionable to neighboring property owners of Cherry Ridge Condominium. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed.

6.2 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers not less than fifty (50) feet from the rear lot line and shall be kept out of view of the roadways; no trash, rubbish or garbage shall be burned outside. Garbage containers shall be wildlife proof and shall not be left at the road for more than 24 hours in any one week.

6.3 Carports are specifically prohibited.

6.4 No outbuildings of any kind will be permitted except storage structures which meet all requirements herein stated.

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

6.6 All utilities, including telephone and electric shall be underground from the private ways to all structures. Overhead utility service is not permitted in any lot.

6.7 Below grade swimming pools, hot tubs and whirlpools located upon decks of the structures will be permitted subject to prior Committee written approval. All swimming pools, hot tubs and whirlpools must be constructed so that they drain in a manner approved by the Board. Each lot owner shall be solely responsible to insure limited access to any pool, hot tub or whirlpool and shall be solely responsible for constructing or installing all necessary (or required) safety measures.

6.8 The Committee shall have the right to waive or vary any of the restrictions contained herein in such cases as the Committee, in its sole judgment, shall deem to be in the best interest of those owning property in Cherry Ridge Condominium.

6.9 If at any time a lot owner shall have submitted to the Committee complete plans and specifications in accordance with the provisions of Section 2.2 herein for a structure or alteration, and the Committee has neither approved such plans and specifications within thirty (30) days from the date of submission nor notified the lot owner of its objection within such thirty (30) day period, then such plans and specifications shall be deemed to have been approved by the Committee, provided that the plans conform to, or are in harmony with, these restrictions, the applicable zoning ordinance and the existing structures in the Cherry Ridge Condominium, and further provided that no suit to enjoin the construction has been commenced prior to the completion of any improvements to the lot. In the event that a lot owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to the original plans and specifications and the Committee has neither approved them nor notified the lot owner of further objections within thirty (30) days from the date of the revised submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.

ARTICLE VII

RESTRICTIONS

Section 1. No lot in the Condominium shall be used for other than single family residential purposes and the common elements shall be used only for purposes consistent with the use of single family residences and not more than one (1) single family dwelling and other permitted outbuildings or structures shall be permitted on each lot.

Section 2. No immoral, improper, unlawful or offensive activity shall be carried out or on any lot or upon the common elements, limited or general, nor shall anything be done which is or becomes an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried out on any lot or on the common elements. No Co-Owner shall do or permit anything to be done or keep or permit to be kept on his lot or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and the responsible Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 3. 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. Trash receptacles shall be maintained in areas designated therefor at all times, and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-Owner either on his lot or upon the common elements, which spoils the appearance of the Condominium. Each lot owner whose lot borders a common element shall be responsible for maintenance and upkeep of his lot to the actual location of the common element notwithstanding a contrary depiction on Exhibit "B" to the Master Deed.

Section 4. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, all-terrain vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Project for extended periods of time (defined as more than thirty (30) days in any twelve (12) month period) except within a garage or permitted outbuilding.

Section 5. No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 6. No signs or other advertising devices shall be displayed which are not in conformity with then existing township ordinances. Any such permitted signage shall not be visible from the exterior of a lot or on the common elements, including "For Sale" signs, but excluding signs used by a builder advertising the property during the construction or sales period not to exceed five square feet, without the written permission from the Association and the Developer.

Section 7. No animals of any kind shall be raised, kept or permitted upon the property or any part thereof other than dogs, cats and birds. Such animals are not to be kept, bred or raised for commercial purposes or in unreasonable numbers, and are to be reasonably controlled to avoid their being a nuisance to other lot owners. Pets shall not be allowed to run free. All animals shall be subject to such rules and regulations as the Association shall from time to time adopt.

Section 8. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 8, of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value except that the Co-Owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 9. The Association or its duly authorized agents shall have access to each lot (but not the residence constructed thereon) and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each lot and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another lot. It shall be the responsibility of each Co-Owner to provide the Association means of access to his lot and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his lot and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 10. Each Co-Owner shall maintain his lot and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any lot which are appurtenant to or which may affect any other lot. Each Co-Owner shall be responsible for damages or costs to the Association resulting from

negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

Section 11. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Developer or its agents during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any lot which it offers for sale. Until all lots in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 12. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts and/or sides.

Section 13. No lot owner will be permitted to conduct more than two (2) garage/yard sales per calendar year without the express written permission of the Committee.

Section 14. No radio, television, or other communication antennas of any type will be installed on or outside of any residence within ninety (90) feet of any road right-of-way unless specifically approved by the Committee in writing. Antennas may be installed or placed in the interior of any dwelling constructed on a lot.

Section 15. No outdoor property night lights of any kind shall be permitted to cast its rays beyond any of the boundary lot lines of the lot in which it is installed or maintained; mercury vapor/sodium vapor lights are prohibited.

Section 16. Each lot owner shall minimize the risk of environmental contamination or hazards to his lot or any common element.

(a) No person shall use their lot or any common element as a dump or landfill or as a facility for waste treatment, storage or disposal except as may otherwise be permitted by the County Health Department.

(b) No person shall cause or permit the release or disposal of any petroleum products or hazardous substance on his lot.

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

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

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

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

(g) No oil drilling, oil development, operating oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or any of the common elements, nor shall any oil wells, tanks, mineral excavations or shafts be permitted upon or in any lot or any of the common elements. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or any of the common elements.

Section 17. The Committee shall have the right to waive or vary any of the restrictions contained herein in such cases as the Committee, in its sole judgment, shall deem to be in the best interest of those owning property in Cherry Ridge Condominium.

ARTICLE VIII

MORTGAGES

Section 1. Any Co-Owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the

Co-Owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such unit that is not cured within sixty (60) days.

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

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

ARTICLE IX

AMENDMENTS

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

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

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

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

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

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

ARTICLE X

COMPLIANCE

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

ARTICLE XI

DEFINITIONS

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

ARTICLE XII

REMEDIES FOR DEFAULT

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

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

(b) In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the

proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees.

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

(d) The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have been first duly adopted by the Board of Directors of the Association, and notice thereof given to all Co-Owners in the same manner as prescribed in Article II, Section 4, of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in Article II, Section 4, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for the subsequent violation.

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

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

ARTICLE XIII

SEVERABILITY

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

**GRAND TRAVERSE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 100
EXHIBIT B TO MASTER DEED OF**

**CHERRY RIDGE CONDOMINIUM
EAST BAY TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN**

DEVELOPER
GAR OF TRAVERSE CITY, INC.
749 CHERRY RIDGE DRIVE
TRAVERSE CITY, MI 49686

PROPERTY DESCRIPTION

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

Commencing at the South 1/4 Corner of Section 30; thence N 00°13'10" E, 829.77 feet along the North-South 1/4 Line to the Point of Beginning; thence continuing N 00°13'10" E, 1837.41 feet along said North-South 1/4 Line to the center of Section 30; thence N 89°26'15" E, 913.79 feet along East-West 1/4 Line to the Northwest corner of Lot 69 of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Page 4); thence along the Westerly Line of said Plat for the next 13 courses, S 00°33'45" E, 203.01 feet; thence S 37°48'12" E, 80.47 feet; thence S 07°43'32" W, 194.61 feet; thence N 89°29'00" W, 100.80 feet; thence S 24°38'34" W, 253.01 feet; thence S 33°49'00" W, 230.00 feet; thence S 40°31'49" W, 25.00 feet; thence S 32°23'40" E, 117.87 feet; thence S 11°04'41" E, 130.00 feet; thence S 34°25'40" E, 126.04 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°54'58" E, 209.86 feet to the right-of-way of Cherry Ridge Commons No. 1; thence S 25°47'06" W, 36.38 feet; thence along a 333.09 foot radius curve to the left central angle = 50°27'12", chord bearing = S 00°29'13" W, chord dist. = 283.93 feet) for 293.31 feet; thence N 80°06'10" W, 37.02 feet; thence S 20°15'10" W, 227.00 feet; thence N 84°58'52" W, 250.00 feet; thence S 47°11'39" W, 139.58 feet; thence along a 307.00 foot radius curve to the left (central angle = 29°27'18", chord bearing = N 65°24'08" W, chord dist. = 156.09 feet) for 157.83 feet; thence along a 1276.00 foot radius curve to the right (central angle = 13°29'56", chord bearing = N 73°22'50" W, chord dist. = 299.93 feet) for 300.63 feet; thence N 89°42'28" W, 200.77 feet to the Point of Beginning.

Containing 38.089 acres.

Subject to a 36 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, pages 193 and 196.

Subject to a 72 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, page 190.


Together with a 66 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities, located in part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows: Commencing at the East 1/4 Corner of Section 30; thence S 89°26'15" W, 827.77 feet along the East & West 1/4 Line of said Section 30; thence S 00°33'45" E, 429.88 feet to the Westerly boundary line of Cherry Ridge Estates (Liber 14 of Plats, pages 85-88) and the Point of Beginning of said easement centerline (said point being the Point of Ending of the centerline of existing Cherry Ridge Drive); thence along a 283.00 foot radius curve to the right (central angle = 83°41'19", chord bearing = N 86°31'15" W, chord dist. = 377.58 feet) for 413.36 feet; thence N 46°09'22" W, 104.64 feet; thence along a 380.00 foot radius curve to the left (central angle = 49°09'11", chord bearing = N 70°43'58" W, chord dist. = 316.09 feet) for 326.00 feet; thence S 84°41'27" W, 137.77 feet; thence along 379.00 foot radius curve to the right (central angle = 02°02'17", chord bearing = S 85°42'35" W, chord dist. = 13.48 feet) for 13.48 feet to the Point of Ending of said easement centerline.

ATTENTION: COUNTY REGISTER 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.


LIBER 1231 PAGE 325

SHEET INDEX	
SHEET NO.	SHEET TITLE
1	COVER SHEET
2	UTILITY EASEMENTS
3	SURVEY PLAN
4	SURVEY PLAN (UTILITY EASEMENTS)
5	SURVEY PLAN (UNITS 1-13, 27-36 & 51-59)
6	SURVEY PLAN (UNITS 14-26 & 37-50)
7	SITE PLAN (UNITS 1-13, 27-36 & 51-59)
8	SITE PLAN (UNITS 14-26 & 37-50)
9	UTILITY PLAN

SURVEYOR


CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074
ELMER'S CONSTRUCTION ENGINEERING, INC.
3600 RENNIE SCHOOL ROAD
P.O. BOX 6150
TRAVERSE CITY, MICHIGAN 49696-6150



	3600 RENNIE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49696-6150 (616) 943-3443 FAX (616) 943-8875	PROPOSED 5-26-98
	CONSTRUCTION ENGINEERING, INC.	FILE: 980058 EOL_B/COVER
ENGINEERING - SURVEYING - INSPECTION - TESTING		SHEET 1

LIBER 1231 PAGE 326

EASEMENT DESCRIPTIONS

Subject to a 20 foot wide sanitary sewer easement (as recorded in Liber 1229, Pages 532 - 534) for the installation and maintenance of a sanitary sewer in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°13'10" E, 1837.41 feet, along the North and South quarter line of said Section 30; thence N 89°26'15" E, 909.64 feet, along the East and West quarter line of said Section 30; thence S 00°33'45" E, 212.65 feet, to an existing manhole and the POINT OF BEGINNING; thence N 81°41'11" W, 302.61 feet; thence S 02°34'31" W, 341.28 feet; thence S 25°23'04" W, 389.28 feet; thence S 00°04'40" E, 242.97 feet; thence S 38°49'19" E, 254.67 feet; thence S 19°08'11" E, 302.59 feet; thence S 65°40'02" E, 236.58 feet to the POINT OF ENDING.

The sidelines of said easement to extend or shorten to meet at angle points and to extend 10 feet Easterly from the Point of Beginning.

Subject to a 20 foot wide sanitary sewer easement (as recorded in Liber 1229, Pages 532 - 534) for the installation and maintenance of a sanitary sewer in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°13'10" E, 1837.41 feet, along the North and South quarter line of said Section 30; thence N 89°26'15" E, 909.64 feet, along the East and West quarter line of said Section 30; thence S 00°33'45" E, 212.65 feet, to an existing manhole; thence N 81°41'11" W, 302.61 feet, to the POINT OF BEGINNING; thence S 77°06'51" W, 388.25 feet; thence N 59°04'45" W, 234.89 feet; thence S 59°45'45" E, 234.89 feet; thence S 00°10'35" W, 341.96 feet; thence S 00°02'58" W, 400.56 feet; thence S 01°54'24" E, 309.96 feet; thence S 03°04'42" E, 363.41 feet; thence S 07°34'28" W, 178.78 feet to the POINT OF ENDING.

The sidelines of said easement to extend or shorten to meet at angle points.

Subject to a 20 foot wide watermain easement (as recorded in Liber 1230, Pages 614-616) for the installation and maintenance of a watermain in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°13'10" E, 1837.41 feet, along the North and South quarter line of said Section 30; thence N 89°26'15" E, 947.08 feet, along the East and West quarter line of said Section 30; thence S 00°33'45" E, 262.03 feet, to a point on an existing watermain and the POINT OF BEGINNING; thence N 86°09'04" W, 79.87 feet; thence N 76°05'29" W, 193.69 feet; thence S 89°44'02" W, 28.50 feet; thence S 01°47'45" E, 204.01 feet; thence S 13°20'55" W, 172.43 feet; thence S 30°06'28" W, 245.45 feet; thence S 10°16'50" W, 188.00 feet; thence S 09°05'03" E, 146.80 feet; thence S 43°19'11" E, 218.38 feet; thence S 06°45'29" E, 161.45 feet; thence S 29°32'38" E, 129.53 feet; thence S 73°05'41" E, 169.86 feet; thence N 75°18'46" E, 181.97 feet to the POINT OF ENDING.

The sidelines of said easement to extend or shorten to meet at angle points and end at Easterly line of the proposed Cherry Ridge Condominium.

Subject to a 20 foot wide watermain easement (as recorded in Liber 1230, Pages 614-616) for the installation and maintenance of a watermain in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

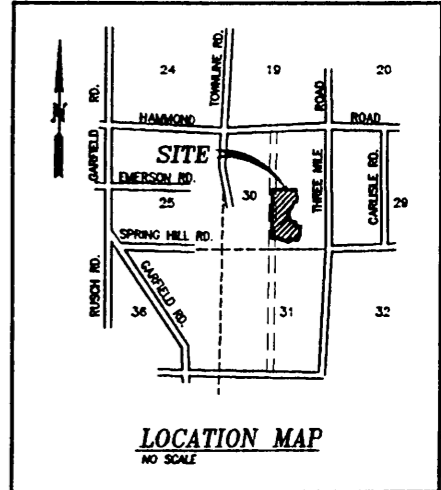
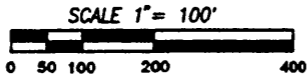
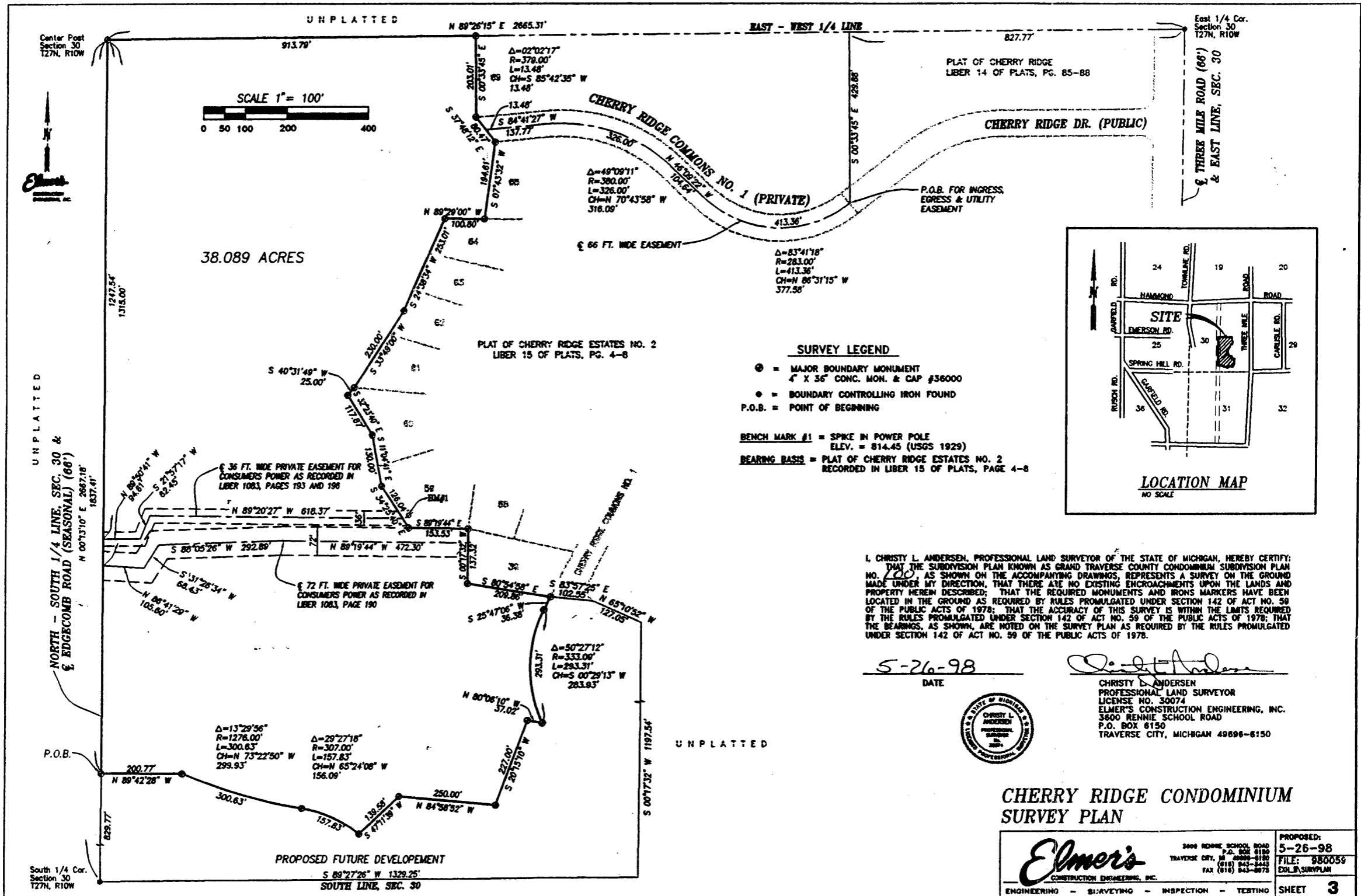
Commencing at the South 1/4 corner of said Section 30; thence N 00°13'10" E, 1837.41 feet along the North and South quarter line of said Section 30; thence N 89°26'15" E, 947.08 feet, along the East and West quarter line of said Section 30; thence S 00°33'45" E, 262.03 feet, to a point on an existing watermain; thence N 86°09'04" W, 79.87 feet; thence N 76°05'29" W, 193.69 feet; thence S 89°44'02" W, 28.50 feet, to the POINT OF BEGINNING; thence S 74°48'15" W, 245.76 feet; thence N 75°52'53" W, 239.25 feet; thence N 83°42'53" W, 144.94 feet; thence S 83°42'53" E, 144.94 feet; thence S 00°13'10" W, 942.25 feet; thence S 03°42'38" E, 33.51 feet; thence N 84°04'42" E, 313.21 feet; thence N 46°40'49" E, 18.65 feet; thence S 46°40'49" W, 18.65 feet; thence S 84°04'42" W, 313.21 feet; thence S 03°42'38" E, 500.16 feet; thence S 10°27'36" W, 159.25 feet to the POINT OF ENDING.

The sidelines of said easement to extend or shorten to meet at angle points and end at Southerly line of the proposed Cherry Ridge Condominium.



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

Elmer's CONSTRUCTION ENGINEERING, INC.	3600 EDWINE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49606-6150 (616) 943-3443 FAX (616) 943-8975	PROPOSED 5-26-98
	ENGINEERING - SURVEYING - INSPECTION - TESTING	FILE: 980059 EXH. B, UTILDESC SHEET 2



SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
- = BOUNDARY CONTROLLING IRON FOUND
- P.O.B. = POINT OF BEGINNING

BENCH MARK #1 = SPIKE IN POWER POLE
ELEV. = 814.45 (USGS 1929)

BEARING BASIS = PLAT OF CHERRY RIDGE ESTATES NO. 2
RECORDED IN LIBER 15 OF PLATS, PAGE 4-8

I, CHRISTY L. ANDERSEN, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS GRAND TRAVERSE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 160, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED; THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

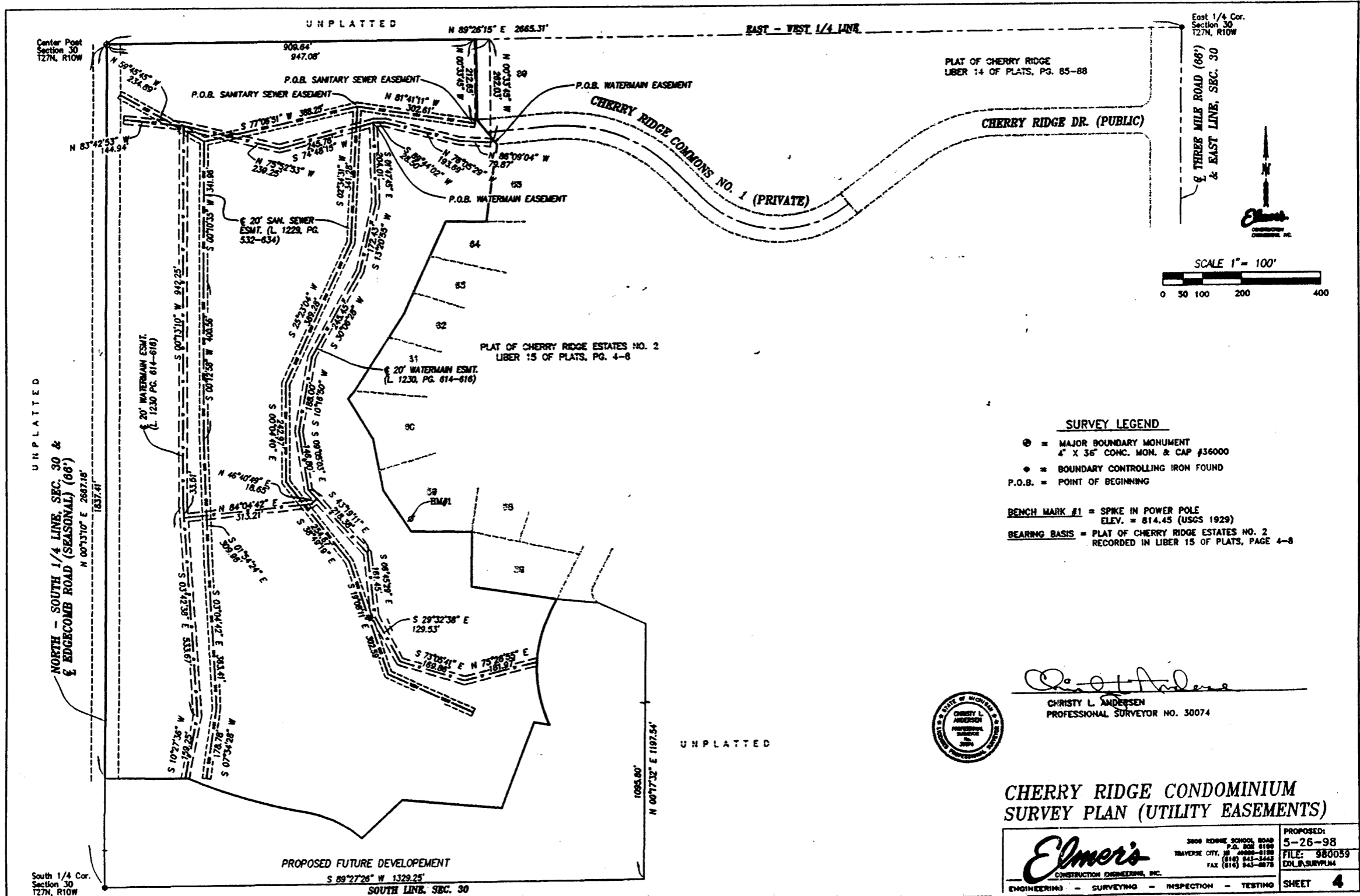
5-26-98
DATE



Christy Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 30074
ELMER'S CONSTRUCTION ENGINEERING, INC.
3600 RENNIE SCHOOL ROAD
P.O. BOX 6150
TRAVERSE CITY, MICHIGAN 49696-6150

CHERRY RIDGE CONDOMINIUM SURVEY PLAN

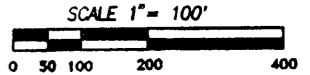
	3600 RENNIE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49696-6150 (616) 943-8445 FAX (616) 943-8878	PROPOSED: 5-26-98 FILE: 980059 EXH. SURVPLAN
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 3



East 1/4 Cor.
Section 30
T27N, R10W

PLAT OF CHERRY RIDGE
LIBER 14 OF PLATS, PG. 85-88

THREE MILE ROAD (66')
& EAST LINE, SEC. 30



SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
- = BOUNDARY CONTROLLING IRON FOUND
- P.O.B. = POINT OF BEGINNING

BENCH MARK #1 = SPIKE IN POWER POLE
ELEV. = 814.45 (USGS 1929)

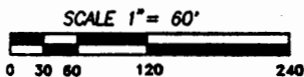
BEARING BASIS = PLAT OF CHERRY RIDGE ESTATES NO. 2
RECORDED IN LIBER 15 OF PLATS, PAGE 4-8



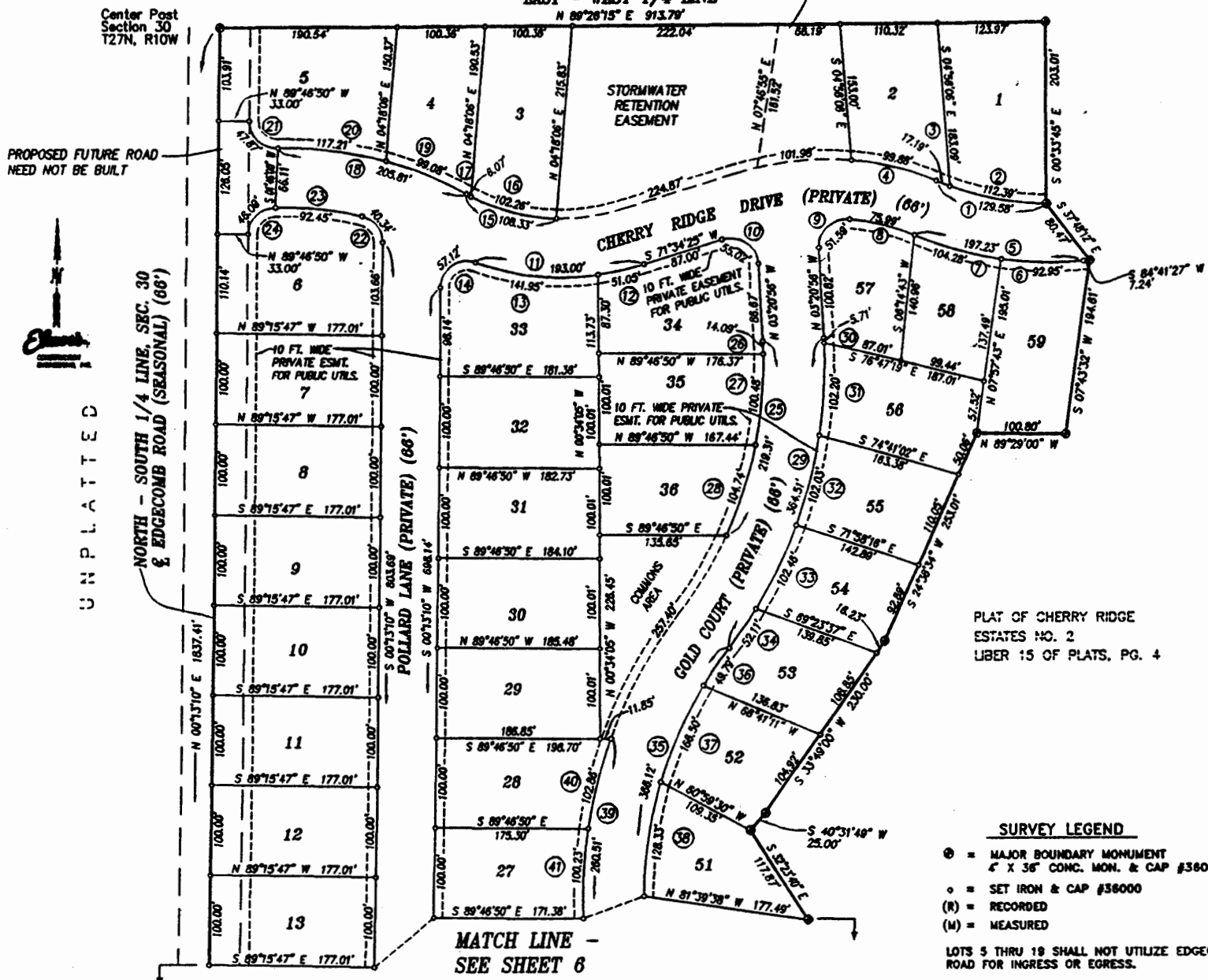
Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UTILITY EASEMENTS)**

<p>CONSTRUCTION DESIGNERS, INC.</p>	3800 KIDWEE SCHOOL ROAD P.O. BOX 5180 TRAVERSE CITY, MI 49606-5180 (616) 843-3443 FAX (616) 843-8878	PROPOSED: 5-26-98 FILE: 980059 EXH. SURVPLN
	ENGINEERING - SURVEYING - INSPECTION - TESTING	



UNPLATTED



PROPOSED FUTURE ROAD NEED NOT BE BUILT

PROPOSED FUTURE ROAD NEED NOT BE BUILT



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C1	21°17'27"	348.00'	129.58'	S 78°56'33" E	128.82'
C2	18°56'43"	348.00'	112.39'	S 80°01'55" E	111.90'
C3	02°50'44"	348.00'	17.19'	S 89°18'11" E	17.18'
C4	17°43'03"	323.00'	99.88'	S 76°44'20" E	99.48'
C5	27°25'40"	412.00'	197.23'	S 81°35'43" E	195.35'
C6	12°53'33"	412.00'	92.95'	S 88°50'46" E	92.75'
C7	14°30'07"	412.00'	104.28'	S 75°07'56" E	104.00'
C8	16°56'31"	257.00'	75.99'	S 76°21'08" E	75.72'
C9	98°31'53"	30.00'	51.59'	N 45°54'50" E	45.46'
C10	105°04'39"	30.00'	55.02'	S 55°53'18" E	47.63'
C11	37°44'24"	293.00'	193.00'	S 89°33'23" E	189.53'
C12	09°58'58"	293.00'	51.05'	N 78°33'54" E	50.99'
C13	27°45'28"	293.00'	141.95'	S 84°33'54" E	140.56'
C14	109°05'40"	30.00'	57.12'	N 54°45'59" E	48.88'
C15	27°20'34"	227.00'	108.33'	S 75°24'05" E	107.30'
C16	25°41'41"	227.00'	102.28'	S 78°10'01" E	101.40'
C17	01°31'53"	227.00'	6.07'	S 82°29'45" E	6.07'
C18	29°28'41"	420.40'	216.29'	S 78°28'09" E	213.91'
C19	13°30'14"	420.40'	99.08'	S 68°28'55" E	98.85'
C20	15°58'27"	420.40'	117.21'	S 83°13'16" E	116.83'
C21	91°25'39"	30.00'	47.87'	S 45°23'40" E	42.95'
C22	77°02'07"	30.00'	40.34'	S 36°17'54" E	37.37'
C23	14°58'49"	354.40'	92.45'	S 84°17'22" E	92.19'
C24	88°01'04"	30.00'	46.09'	N 44°13'42" E	41.69'
C25	26°54'28"	467.00'	219.31'	N 10°06'17" E	217.30'
C26	01°43'45"	467.00'	14.09'	S 02°29'04" E	14.09'
C27	12°19'40"	467.00'	100.48'	N 04°32'39" E	100.29'
C28	12°31'02"	467.00'	104.74'	N 17°08'00" E	104.52'
C29	39°10'58"	533.00'	364.51'	N 16°14'33" E	357.44'
C30	00°36'48"	533.00'	5.71'	S 03°02'32" E	5.71'
C31	10°59'10"	533.00'	102.20'	N 02°45'28" E	102.04'
C32	10°58'04"	533.00'	102.03'	N 13°44'05" E	101.87'
C33	11°00'49"	533.00'	102.46'	N 24°43'32" E	102.30'
C34	05°36'08"	533.00'	52.11'	N 33°01'59" E	52.09'
C35	44°55'05"	467.00'	366.12'	N 13°22'29" E	356.81'
C36	08°06'30"	467.00'	49.79'	N 32°48'47" E	49.76'
C37	14°17'36"	467.00'	116.50'	N 22°34'44" E	116.20'
C38	15°44'41"	467.00'	128.33'	N 07°33'35" E	127.93'
C39	28°00'15"	533.00'	260.51'	N 04°55'03" E	257.92'
C40	11°03'28"	533.00'	102.86'	N 13°23'27" E	102.70'
C41	10°46'26"	533.00'	100.23'	N 02°28'51" E	100.06'

PLAT OF CHERRY RIDGE ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

- SURVEY LEGEND**
- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #38000
 - = SET IRON & CAP #36000
 - (R) = RECORDED
 - (M) = MEASURED

LOTS 5 THRU 19 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.
THE ENTIRE PROJECT IS CONVERTIBLE AREA.
PROPOSED FUTURE ROADS NEED NOT BE BUILT.



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

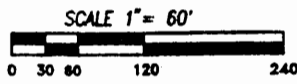
**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 1-13, 26-36 & 51-59)**

Elmer's
CONSTRUCTION ENGINEERING, INC.
ENGINEERING - SURVEYING - INSPECTION - TESTING

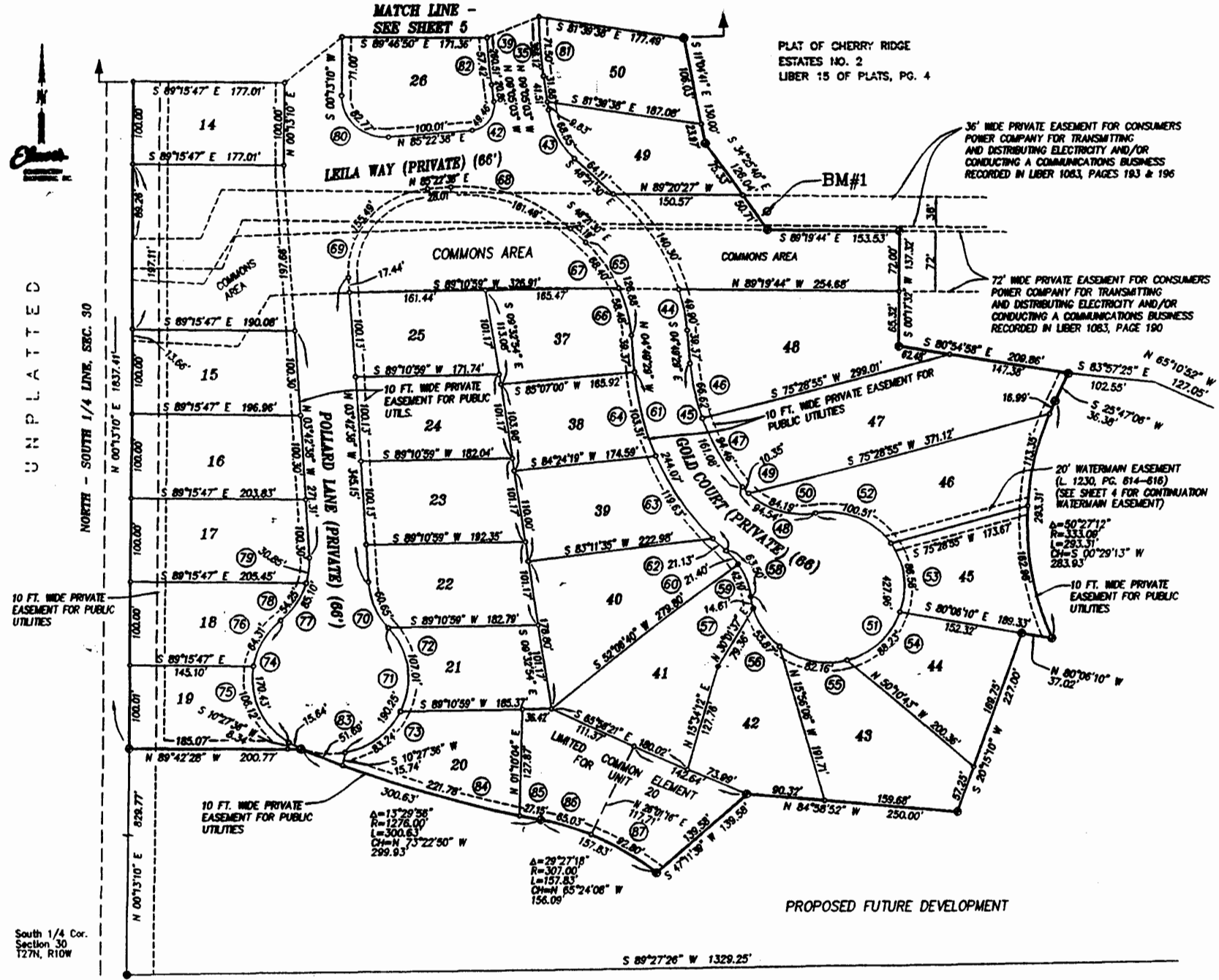
3600 REDINE SCHOOL ROAD
P.O. BOX 8190
TAMPA, FL 33634
(813) 843-3443
FAX (813) 843-8975

PROPOSED:
5-26-98
FILE: 980059
COLL SURV PLG

SHEET **5**



UNPLATTED



PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

36' WIDE PRIVATE EASEMENT FOR CONSUMERS
POWER COMPANY FOR TRANSMITTING
AND DISTRIBUTING ELECTRICITY AND/OR
CONDUCTING A COMMUNICATIONS BUSINESS
RECORDED IN LIBER 1063, PAGES 193 & 196

72' WIDE PRIVATE EASEMENT FOR CONSUMERS
POWER COMPANY FOR TRANSMITTING
AND DISTRIBUTING ELECTRICITY AND/OR
CONDUCTING A COMMUNICATIONS BUSINESS
RECORDED IN LIBER 1063, PAGE 190

20' WATERMAIN EASEMENT
(L. 1230, PG. 614-616)
(SEE SHEET 4 FOR CONTINUATION
WATERMAIN EASEMENT)

10 FT. WIDE PRIVATE
EASEMENT FOR PUBLIC
UTILITIES

10 FT. WIDE PRIVATE
EASEMENT FOR PUBLIC
UTILITIES

10 FT. WIDE PRIVATE
EASEMENT FOR PUBLIC
UTILITIES

South 1/4 Cor.
Section 30
T27N, R10W

PROPOSED FUTURE DEVELOPMENT

UNPLATTED

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C35	44°55'05"	467.00'	366.12'	N 13°22'29" E	356.81'
C39	28°00'13"	533.00'	260.51'	N 04°53'03" E	257.92'
C42	94°27'41"	30.00'	49.46'	N 38°08'47" E	44.05'
C43	39°16'27"	100.00'	68.55'	S 28°43'16" E	67.21'
C44	12°16'11"	233.00'	49.90'	S 10°57'34" E	49.80'
C45	34°34'00"	267.00'	161.08'	S 22°06'29" E	158.65'
C46	14°17'44"	267.00'	66.62'	S 11°56'21" E	66.45'
C47	20°16'16"	267.00'	94.46'	S 28°15'21" E	93.87'
C48	60°11'04"	90.00'	94.54'	S 69°29'01" E	90.25'
C49	06°35'22"	90.00'	10.35'	S 42°41'10" E	10.35'
C50	53°35'42"	90.00'	84.19'	S 72°46'42" E	81.15'
C51	272°26'45"	90.00'	427.96'	N 36°38'49" E	124.53'
C52	63°59'16"	90.00'	100.51'	S 67°34'55" E	95.37'
C53	55°07'04"	90.00'	86.58'	S 08°01'45" E	83.28'
C54	56°10'19"	90.00'	88.23'	N 47°36'57" E	84.74'
C55	52°18'07"	90.00'	82.16'	S 78°08'51" E	78.33'
C56	35°34'01"	90.00'	55.87'	S 34°12'47" E	54.98'
C57	09°17'58"	90.00'	14.81'	S 11°46'47" E	14.59'
C58	40°25'43"	90.00'	63.50'	S 27°20'40" E	62.20'
C59	26°48'08"	90.00'	42.10'	S 20°31'52" E	41.72'
C60	13°37'35"	90.00'	21.40'	S 40°44'44" E	21.35'
C61	41°59'43"	333.00'	244.07'	S 26°33'40" E	238.65'
C62	03°38'09"	333.00'	21.13'	S 45°44'27" E	21.13'
C63	20°35'00"	333.00'	119.63'	S 33°57'52" E	118.89'
C64	17°46'34"	333.00'	103.31'	S 14°27'06" E	102.90'
C65	43°32'01"	167.00'	126.88'	S 26°35'29" E	123.86'
C66	20°03'56"	167.00'	58.48'	S 14°51'27" E	58.19'
C67	23°28'05"	167.00'	68.40'	S 36°37'27" E	67.93'
C68	46°15'53"	200.00'	161.49'	S 71°29'26" E	157.14'
C69	89°05'16"	100.00'	155.49'	N 40°50'00" E	140.29'
C70	38°36'45"	90.00'	60.65'	S 23°01'01" E	59.51'
C71	121°06'50"	90.00'	190.25'	N 18°23'35" E	156.75'
C72	68°07'20"	90.00'	107.01'	S 08°06'10" E	100.81'
C73	52°59'29"	90.00'	83.24'	N 52°27'15" E	80.30'
C74	108°29'46"	90.00'	170.43'	S 03°46'54" E	146.08'
C75	67°33'18"	90.00'	106.12'	S 24°15'08" E	100.07'
C76	40°56'28"	90.00'	64.31'	N 29°59'45" E	62.95'
C77	54°10'37"	90.00'	85.10'	N 23°22'40" E	81.97'
C78	34°32'04"	90.00'	54.25'	N 33°11'57" E	53.43'
C79	19°38'33"	90.00'	30.85'	N 06°06'38" E	30.70'
C80	94°50'32"	50.00'	82.77'	S 47°12'08" E	73.63'
C81	08°46'18"	467.00'	71.50'	S 04°41'54" E	71.43'
C82	06°10'21"	533.00'	57.42'	S 05°59'53" E	57.39'
C83	02°19'16"	1276.00'	51.69'	S 67°47'30" E	51.69'
C84	09°57'51"	1276.00'	221.78'	S 73°55'54" E	221.50'
C85	01°37'09"	1276.00'	27.15'	S 79°31'13" E	27.15'
C86	12°08'09"	307.00'	65.03'	S 74°03'43" E	64.90'
C87	17°19'09"	307.00'	92.80'	S 59°20'04" E	92.45'

SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
- = SET IRON & CAP #36000
- LOTS 5 THRU 19 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.
- THE ENTIRE PROJECT IS CONVERTIBLE AREA.



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 14-26 & 37-50)**

Elmer's
CONSTRUCTION ENGINEERING, INC.
ENGINEERING - SURVEYING - INSPECTION - TESTING

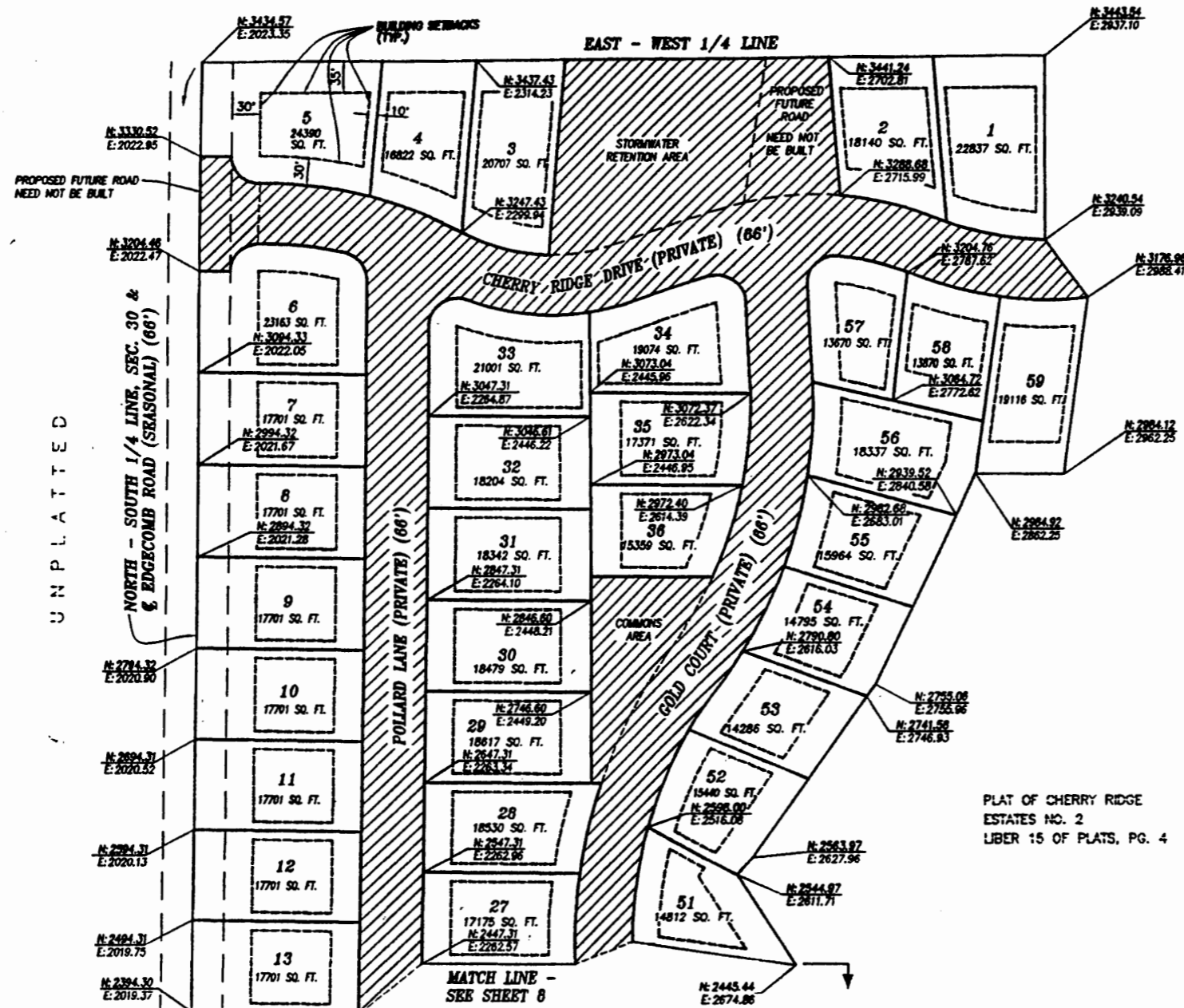
3400 KENNEDY SCHOOL ROAD
TRAVELERS CITY, MO 64086-8180
(816) 843-2443
FAX (816) 843-8878

PROPOSED:
5-26-98
FILE: 980059
EXL SURVPLAS

SHEET **6**

UNPLATTED

SCALE 1" = 60'



LEGEND

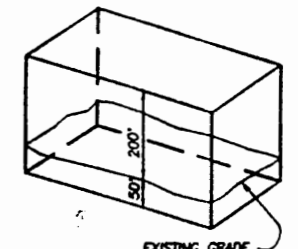
= GENERAL COMMON ELEMENT

= COORDINATE LOCATION

PROPOSED FUTURE ROADS NEED NOT BE BUILT.

UNITS 5 THRU 19 SHALL NOT UTILIZE EDGECOMB ROAD FOR INGRESS OR EGRESS.

THE ENTIRE PROJECT IS CONVERTIBLE AREA.



NOTE: VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP TO BE MADE FROM EXISTING GRADE.

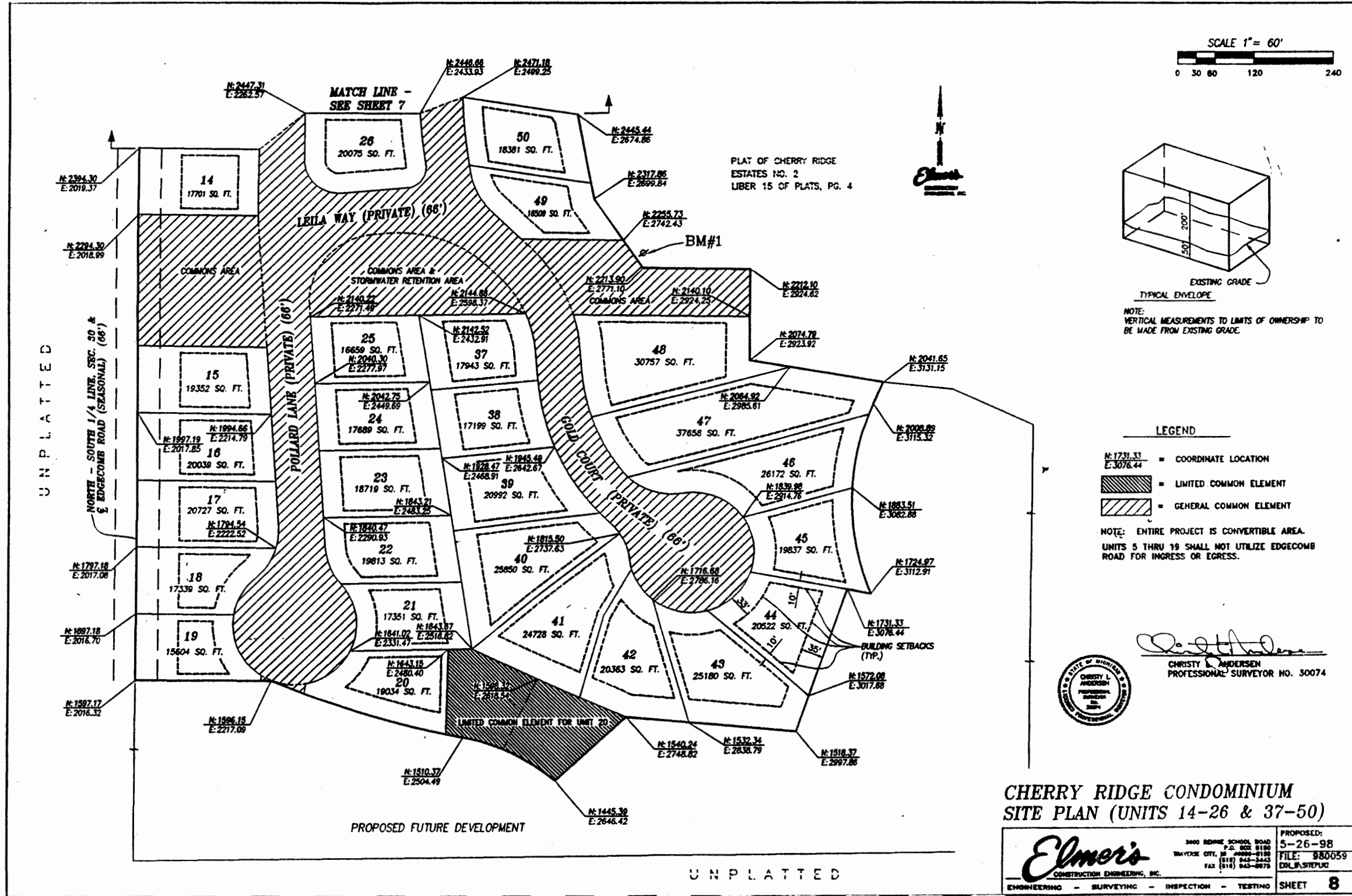
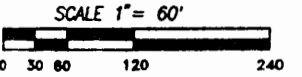
PLAT OF CHERRY RIDGE ESTATES NO. 2 LIBER 15 OF PLATS, PG. 4



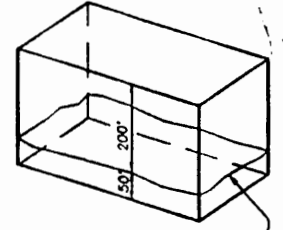
Christy L. Andersen
 CHRISTY L. ANDERSEN
 PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
 SITE PLAN (UNITS 1-13, 27-36 & 51-59)**

	3800 REDWINE SCHOOL ROAD P.O. BOX 8180 TRAVERSE CITY, MI 49609-8180 (616) 943-3443 FAX (616) 943-8876	PROPOSED: 5-26-98 FILE: 980059 DPL/SITEPLAN
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 7



PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4



EXISTING GRADE
TYPICAL ENVELOPE
NOTE:
VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP TO
BE MADE FROM EXISTING GRADE.

LEGEND

- N:1731.33
E:3076.44 = COORDINATE LOCATION
- [Hatched Box] = LIMITED COMMON ELEMENT
- [Diagonal Hatched Box] = GENERAL COMMON ELEMENT

NOTE: ENTIRE PROJECT IS CONVERTIBLE AREA.
UNITS 5 THRU 19 SHALL NOT UTILIZE EDGEComb
ROAD FOR INGRESS OR EGRESS.



CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 50074

CHERRY RIDGE CONDOMINIUM
SITE PLAN (UNITS 14-26 & 37-50)

Elmer's
CONSTRUCTION ENGINEERING, INC.

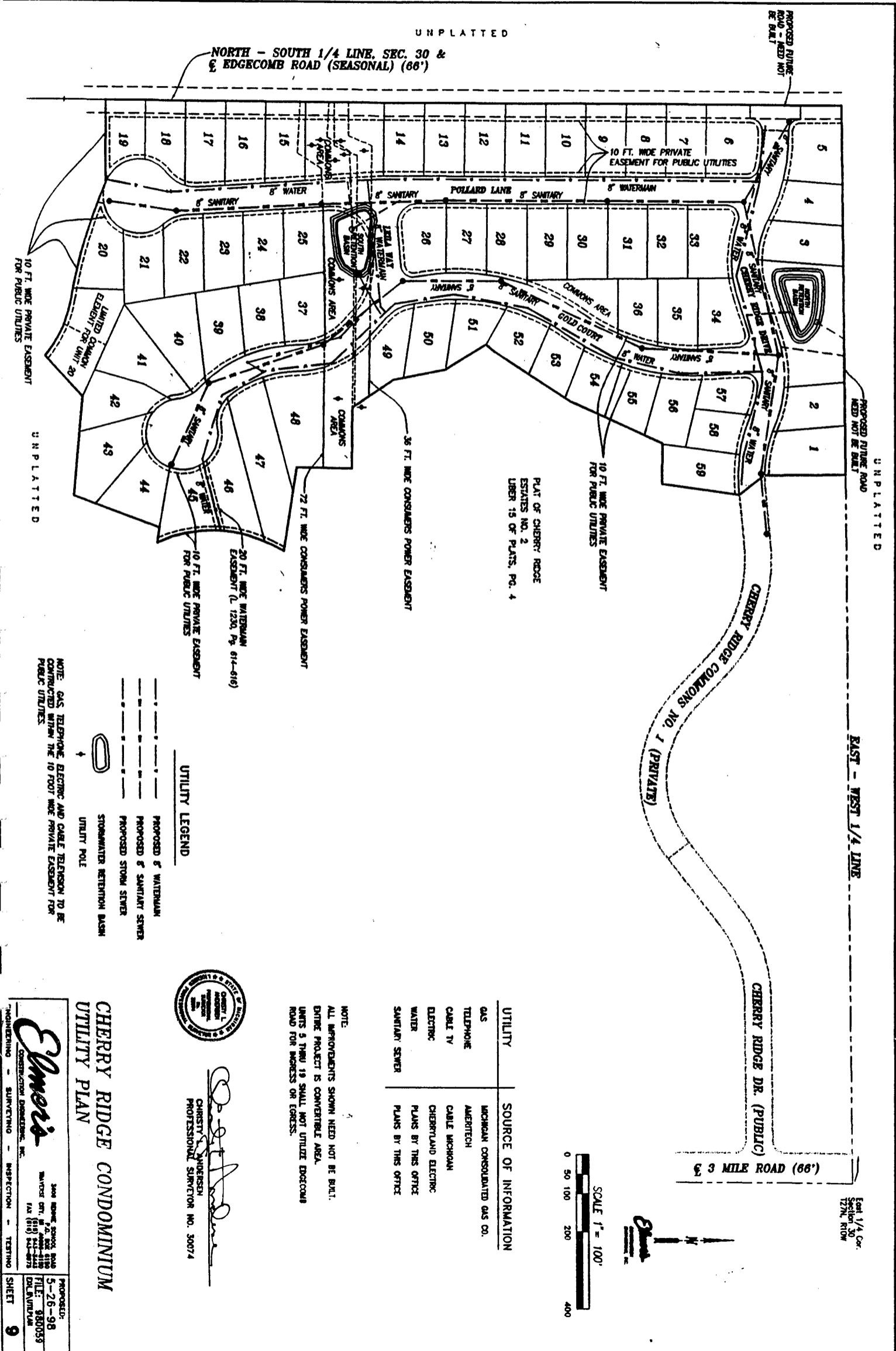
3800 BIRNEY SCHOOL ROAD
P.O. BOX 8180
WAYNE CITY, MI 48090-8180
(313) 242-3443
FAX (313) 242-0878

PROPOSED:
5-26-98
FILE: 880059
DLM/STP/LUZ

ENGINEERING - SURVEYING - INSPECTION - TESTING

SHEET **8**

UNPLATTED

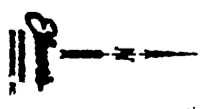
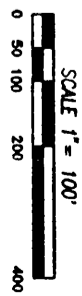


PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

UTILITY LEGEND

- PROPOSED 8" WATERMAIN
- PROPOSED 8" SANITARY SEWER
- PROPOSED STORM SEWER
- STORMWATER RETENTION BASIN
- ↑ UTILITY POLE

NOTE: GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION TO BE
CONSTRUCTED WITHIN THE 10 FOOT WIDE PRIVATE EASEMENT FOR
PUBLIC UTILITIES.



UTILITY	SOURCE OF INFORMATION
GAS	MICHIGAN CONSOLIDATED GAS CO.
TELEPHONE	AMERITECH
CABLE TV	CABLE MICHIGAN
ELECTRIC	CHERRYLAND ELECTRIC
WATER	PLANS BY THIS OFFICE
SANITARY SEWER	PLANS BY THIS OFFICE

NOTE:
ALL IMPROVEMENTS SHOWN NEED NOT BE BUILT.
ENTIRE PROJECT IS CONVERTIBLE AREA.
UNITS 5 THRU 19 SHALL NOT UTILIZE EDGE-COMB
ROAD FOR INGRESS OR EGRESS.



CHRISTINE ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

CHERRY RIDGE CONDOMINIUM
UTILITY PLAN

Emoris
CONSTRUCTION ENGINEERING, INC.
3000 BOWEN ROAD
ANN ARBOR, MI 48106
TEL: (313) 963-1110
FAX: (313) 963-0975

PROPOSED:
5-26-96
FILE: 880053
DR: ALUMINUM

ENGINEERING - SURVEYING - INSPECTION - TESTING

SHEET **9**

STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED

14 JUL 99 10:57 A.M.

KARON ANDERSON
REGISTER OF DEEDS

**FIRST AMENDMENT TO MASTER DEED
FOR
CHERRY RIDGE CONDOMINIUM**

FIRST AMENDMENT TO MASTER DEED made this 30 day of June, 1999, by GAR OF TRAVERSE CITY, INC., a Michigan corporation, of 1347 Pollard Lane, Traverse City, Michigan 49686 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer established **CHERRY RIDGE CONDOMINIUM** as a condominium project pursuant to that certain Master Deed dated May 26, 1998 and recorded May 27, 1998 in Liber 1231, Pages 274 through 333 inclusive, Grand Traverse County Records; and

WHEREAS, the Developer wishes to amend said Master Deed for the purpose of enlarging the Condominium Project, increasing the number of units and reallocating the percentages of value (without modifying the method or formula used to determine the percentage of value of the units in the Project) as set forth in said Master Deed; and

WHEREAS, Article X authorizes enlargement of the Condominium Project and explicitly reserves the right to expand the Condominium Project without the consent of any of the Co-Owners; and

WHEREAS, the Developer wishes to amend said Master Deed for the purpose of converting those certain limited common elements assigned to Unit 20 into Units 60 and 61 and for the purpose of modifying the dimensions of Unit 20 so as to create an additional general common element area on the southwestern corner of said Unit 20 in order to accommodate the placement and maintenance of additional roadways servicing the Project; and

WHEREAS, Article IX authorizes the conversion of the units and common elements of the Condominium Project and explicitly reserves the right to convert such items of the Condominium Project and, pursuant to Article XII, the owners of Unit 20 hereby consent to the modification of their unit for such purposes; and

WHEREAS, the Township of East Bay and/or the Grand Traverse County Road Commission has required that certain provisions regarding the manner of adoption of a special assessment district be included within the Master Deed which provisions would be applicable upon the dedication of a roadway or roadways in the Project to the public and the Developer wishes to adhere to such requirements; and

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

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

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

II.

LEGAL DESCRIPTION

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

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

BEGINNING at the South 1/4 Corner of Section 30; thence N 00°14'53" E, 2666.78 feet along the North-South 1/4 Line to the center of Section 30; thence N 89°26'15" E, 913.79 feet along East-West 1/4 Line to the Northwest corner of Lot 69 of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Page 4); thence along the Westerly Line of said Plat for the next 13 courses, S 00°33'45" E, 203.01 feet; thence S 37°48'12" E, 80.47 feet; thence S 07°43'32" W, 194.61 feet; thence N 89°29'00" W, 100.80 feet; thence S 24°38'34" W, 253.01 feet; thence S 33°49'00" W, 230.00 feet; thence S 40°31'49" W, 25.00 feet; thence S 32°23'40" E, 117.87 feet; thence S 11°04'41" E, 130.00 feet; thence S 34°25'40" E, 126.04 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°54'58" E, 209.86 feet to the right-of-way of Cherry Ridge Commons No. 1; thence S 25°47'06" W, 36.38 feet; thence along a 333.09 foot radius curve to the left (central angle = 50°27'12", chord bearing = S 00°29'13" W, chord dist. = 283.93 feet) for 293.31 feet; thence N 80°06'10" W, 37.02 feet; thence S 20°15'10" W, 227.00 feet; thence S 13°28'24" W, 49.75 feet; thence S 38°07'56" W, 100.00 feet; thence S 52°47'41" W, 212.84 feet; thence S 14°56'18" E,

141.68 feet; thence S 20°42'54" E, 132.05 feet; thence S 86°34'36" W, 71.47 feet; thence S 25°58'38" E, 247.98 feet, to a point on the south line of said Section 30; thence S 89°31'17" W, 863.74 feet, along said section line to the POINT OF BEGINNING. Containing 52.727 acres.

Subject to the right of way of Edgecomb Road over the West 33 feet thereof.

Subject to all easements, reservations, exceptions, conditions and restrictions contained in prior conveyances, if any.

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

2. Article X, Subparagraph A is amended and restated in its entirety to provide as follows:

X.

ENLARGEMENT OF CONDOMINIUM

A. Right to Expand

The Condominium Project is an expandable condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this Master Deed, and consisting of eighty-two (82) units, may be the first and second phases of a multiphase project which will contain in its entirety no more than ninety-four (94) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as

expressly provided in this Article X. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

Beginning at the South 1/4 Corner of Section 30; thence N 00°13'10" E, 829.77 feet along the North-South 1/4 Line; thence S 89°42'28" E, 200.77 feet; thence along a 1276.00 foot radius curve to the left (central angle = 13°29'56", chord bearing = S 73°22'50" E, chord dist. = 299.93 feet) for 300.63 feet; thence along a 307.00 foot radius curve to the right (central angle = 29°27'18", chord bearing = S 65°24'08" E, chord dist. = 156.09 feet) for 157.83 feet; thence N 47°11'39" E, 139.58 feet; thence S 84°58'52" E, 250.00 feet; thence N 20°15'10" E, 227.00 feet; thence S 80°06'10" E, 37.02 feet; thence along a 333.09 foot radius curve to the right (central angle = 50°27'12", chord bearing = N 00°29'13" E, chord dist. = 283.93 feet) for 293.31 feet; thence N 25°47'06" E, 36.38 feet to the Southerly boundary of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Pg. 4); thence along said Plat boundary for the next 2 courses, S 83°57'25" E, 102.53 feet; thence S 65°10'52" E, 127.05 feet to the East 1/8 line; thence S 00°17'32" W, 1197.54 feet along said East 1/8 line to the South Line of Section 30; thence S 89°27'26" W, 1329.25 feet along said South Section Line to the North-South 1/4 Line and the Point of Beginning. Containing 26.397 acres.

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

3. Article X, Subparagraphs B(7) and B(15) of the Master Deed are amended and restated in their entirety to provide as follows:

7. The maximum number of condominium units that may be created on the Expansion Property is twelve (12).

15. By this Master Deed, the Developer also reserves the right to create easements within any portion of the Condominium Project for the

benefit of the Expansion Property, whether or not it is ever added to the Condominium Project.

4. Article XI, Subparagraph A of the Master Deed is amended and restated in its entirety to provide as follows:

A. Right to Contract

The Condominium Project is a contractible condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this Master Deed, and consisting of eighty-two (82) units, may contain in its entirety no less than fifty-nine (59) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article XI. The land, all or any portion of which may be removed from the Condominium Project, is described as follows (herein referred to as the "Contraction Property"):

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

BEGINNING at the South 1/4 Corner of Section 30; thence N 00°14'53" E, 829.37 feet, along the North & South 1/4 line of said Section 30; thence S 89°42'28" E, 201.70 feet; thence 300.63 feet along a 1276.00 foot radius curve to the left (central angle = 13°29'56", chord bearing = S 73°22'50" E, chord length = 299.93 feet); thence 157.83 feet along a 300.00 foot radius curve to the right (central angle = 29°27'28", chord bearing = S 65°24'08" E, chord length = 156.09 feet); thence N 47°11'39" E, 139.58 feet; thence S 84°58'52" E, 250.00 feet; thence S 13°28'24" W, 49.75 feet; thence S

38°07'56" W, 100.00 feet; thence S 52°47'41" W, 212.84 feet; thence S 14°56'18" E, 141.68 feet; thence S 20°42'54" E, 132.05 feet; thence S 86°34'36" W, 71.47 feet; thence S 25°58'38" E, 247.98 feet, to a point on the South line of said Section 30; thence S 89°29'06" W, 863.49 feet, along said south section line to the POINT OF BEGINNING. Containing 14.616 acres. Subject to the right of way of Edgecomb Road over the West 33 feet thereof. Subject to other easements or restrictions, if any.

5. Article XI, Subparagraph B(9) of the Master Deed is amended and restated in its entirety to provide as follows:

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

6. Article IX, Subparagraph B(2) of the Master Deed is amended and restated in its entirety to provide as follows:

2. The maximum number of condominium units that may be created within the convertible area is zero (0).

7. Article IV, Subparagraph A.1 of the Master Deed is amended and restated in its entirety to provide as follows:

A. The general common elements are:

1. The land described in Article II hereof, including the Project signage, the stormwater retention basin areas located within the commons areas, and all

roadways, outlots, if any, and access easements, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

8. Article IV, Subparagraph B of the Master Deed is amended and restated in its entirety to provide as follows:

B. The costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association. Notwithstanding the fact that stormwater retention areas as depicted on Exhibit "B" hereto are located within the boundaries of certain units, the costs of maintenance, repair and replacement of these facilities, whether located within the commons areas or within the boundaries of units, shall be borne by the Association.

9. Article V, Section 4 of the Condominium Bylaws, being Exhibit "A" to the Master Deed, is amended and restated in its entirety to provide as follows:

Section 4. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of his unit. Notwithstanding anything contained herein to the contrary, the Association shall be responsible for the maintenance, repair and replacement of the stormwater retention areas as depicted on Exhibit "B" whether general common elements or located within the boundaries of certain units.

10. Article IV, Subparagraph D of the Master Deed is amended and restated in its entirety to provide as follows:

D. The limited common elements consist of the common driveway area servicing lots 72, 73 and 74, as assigned to such lots on Exhibit "B" attached hereto.

The limited common element common driveway area is designed to provide access to and from lots 72, 73 and 74 for the benefit of the Co-Owners of lots 72, 73 and 74.

11. Article IV, Subparagraph C of the Master Deed is amended in part to add the following after the last sentence:

In the event that, if ever, the Condominium Association, the Developer or a successor developer dedicates the roadways, outlots, if any, and/or access easements to the public, then the following provisions shall apply to the Project: Upon the approval by an affirmative vote of not less than fifty-one (51%) percent of all Co-Owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium Premises, and to consider and otherwise act on all assessment issues on behalf of the Association and all Co-Owners. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective cost assessable to the Condominium Premises as a whole shall be borne equally by all Co-Owners. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 231 of Act 59 of the Public Acts of 1978, as amended (MCLA 559.231).

12. The Condominium Subdivision Plans attached as Exhibit "B" to the Master Deed of **CHERRY RIDGE CONDOMINIUM** are hereby amended in their entirety and replaced with the Exhibit "B" attached hereto to this Amendment. Upon recordation in

the Office of Grand Traverse County Register of Deeds, said amended, revised and supplemental sheets shall replace and be incorporated into the Condominium Subdivision Plan of **CHERRY RIDGE CONDOMINIUM**.

13. In all other respects the provisions of the Master Deed of **CHERRY RIDGE CONDOMINIUM** dated May 26, 1998, and recorded in the Office of the Register of Deeds for Grand Traverse County, Michigan as Condominium Subdivision Plan No. 100, are hereby ratified and reaffirmed.

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

SIGNED IN THE PRESENCE OF:

DEVELOPER:

GAR OF TRAVERSE CITY, INC., a Michigan corporation

Katherine Eickenroth
(typed name of witness)
Katherine Eickenroth

By: William H. Pollard
William H. Pollard

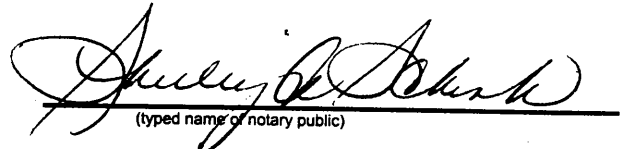
Thomas H. Fosmore, Jr.
(typed name of witness)
Thomas H. Fosmore, Jr.

Its: President

(Acknowledgement continues on the following page)

STATE OF MICHIGAN
County of *Grand Traverse* } ss

On this 30th day of June, 1999, before me, a Notary Public in and for said County and State, personally appeared William H. Pollard, the President of GAR OF TRAVERSE CITY, INC., a Michigan corporation, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation, the Developer of said Condominium Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said corporation.


(typed name of notary public)

Notary Public, County of
My commission expires

SHIRLEY A. SCHENK
Notary Public, Grand Traverse County, MI
My Commission Expires Dec. 27, 2001

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

LOUIS P. TOCCO, ESQ.
HOLLANDER & TOCCO, P.L.C.
101 Cedar Street, P.O. Box 490
Suttons Bay, Michigan 49682-0409
LTOCCO@TRAVERSE.COM
(616) 271-4500
P8417

CONSENT OF CO-OWNER(S)

THE UNDERSIGNED, being the non-Developer Co-owner(s) of the lot(s) indicated below, hereby consent to the above First Amendment to Master Deed and consent to its recordation:

SIGNED IN THE PRESENCE OF:

CO-OWNER: LOT NO.: 20

Thomas H. Fosmora Jr.
(typed name of witness)
Thomas H. Fosmora Jr.
(as to both parties)

Scott Chouinard
Scott Chouinard

Katherine Eickenroth
(typed name of witness)
Katherine Eickenroth
(as to both parties)

Lynn Chouinard
Lynn Chouinard

ADDRESS:

51 Four Mile Road, South
Traverse City, Michigan 49686

STATE OF MICHIGAN }
County of Grand Traverse } ss

The foregoing instrument was acknowledged before me this 30th day of June, 1999, by Scott Chouinard & Lynn Chouinard

Shirley A. Schenk
(typed name of Notary public)

Notary Public, County of
My commission expires

SHIRLEY A. SCHENK
Notary Public, Grand Traverse County, MI
My Commission Expires Dec. 27, 2001

REPLAT NO. 1

**GRAND TRAVERSE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 100
EXHIBIT B TO MASTER DEED OF**

CHERRY RIDGE CONDOMINIUM

**EAST BAY TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN**

DEVELOPER

GAR OF TRAVERSE CITY, INC.
749 CHERRY RIDGE DRIVE
TRAVERSE CITY, MI 49686

PROPERTY DESCRIPTION

CONDOMINIUM BOUNDARY

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:
BEGINNING at the South 1/4 Corner of Section 30; thence N 00°14'53" E, 2666.78 feet along the North-South 1/4 Line to the center of Section 30; thence N 89°26'15" E, 913.79 feet along East-West 1/4 Line to the Northwest corner of Lot 69 of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Page 4); thence along the Westerly Line of said Plat for the next 13 courses, S 00°33'45" E, 203.01 feet; thence S 37°48'12" E, 80.47 feet; thence S 07°43'32" W, 194.61 feet; thence N 89°29'00" W, 100.80 feet; thence S 24°38'34" W, 253.01 feet; thence S 33°49'00" W, 230.00 feet; thence S 40°31'49" W, 25.00 feet; thence S 32°23'40" E, 117.87 feet; thence S 11°04'41" E, 130.00 feet; thence S 34°25'40" E, 126.04 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°54'58" E, 209.86 feet to the right-of-way of Cherry Ridge Commons No. 1; thence S 25°47'06" W, 36.38 feet; thence along a 333.09 foot radius curve to the left (central angle = 50°27'12", chord bearing = S 00°29'13" W, chord dist. = 283.93 feet) for 293.31 feet; thence N 80°06'10" W, 37.02 feet; thence S 20°15'10" W, 227.00 feet; thence S 13°28'24" W, 49.75 feet; thence S 38°07'56" W, 100.00 feet; thence S 52°47'41" W, 212.84 feet; thence S 14°56'18" E, 141.68 feet; thence S 20°42'54" E, 132.05 feet; thence S 86°34'36" W, 71.47 feet; thence S 25°58'38" E, 247.98 feet, to a point on the south line of said Section 30; thence S 89°31'17" W, 863.74 feet, along said section line to the POINT OF BEGINNING.

Containing 52.727 acres.

Subject to the right of way of Edgecomb Road over the West 33 feet thereof.

Subject to a 36 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, pages 193 and 196.

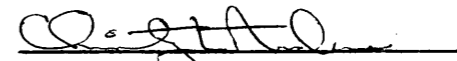
Subject to a 72 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, page 190.

NOTE:
CHERRY RIDGE CONDOMINIUM IS A MULTIPHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED DATED: JUNE 16, 1999. THESE PROPOSED SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

SHEET INDEX	
SHEET NO.	SHEET TITLE
*1	COVER SHEET
*2	UTILITY EASEMENTS
*3	SURVEY PLAN
*4	SURVEY PLAN (UTILITY EASEMENTS)
*5	SURVEY PLAN (UNITS 1-13, 27-36 & 51-59)
*6	SURVEY PLAN (UNITS 14-19, 21-26 & 37-50)
*6A	SURVEY PLAN (UNITS 20 & 60-82)
*7	SITE PLAN (UNITS 1-13, 27-36 & 51-59)
*8	SITE PLAN (UNITS 14-19, 21-26 & 37-50)
*8A	SITE PLAN (UNITS 20 & 60-82)
*9	UTILITY PLAN
*10	UTILITY PLAN (CONT.)


Together with a 66 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities, located in part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows: Commencing at the East 1/4 Corner of Section 30; thence S 89°26'15" W, 827.77 feet along the East & West 1/4 Line of said Section 30; thence S 00°33'45" E, 429.88 feet to the Westerly boundary line of Cherry Ridge Estates (Liber 14 of Plats, pages 85-88) and the Point of Beginning of said easement centerline (said point being the Point of Ending of the centerline of existing Cherry Ridge Drive); thence along a 283.00 foot radius curve to the right (central angle = 83°41'18", chord bearing = N 86°31'15" W, chord dist. = 377.58 feet) for 413.36 feet; thence N 46°09'22" W, 104.64 feet; thence along a 380.00 foot radius curve to the left (central angle = 49°09'11", chord bearing = N 70°43'58" W, chord dist. = 316.09 feet) for 326.00 feet; thence S 84°41'27" W, 137.77 feet; thence along 379.00 foot radius curve to the right (central angle = 02°02'17", chord bearing = S 85°42'35" W, chord dist. = 13.48 feet) for 13.48 feet to the Point of Ending of said easement centerline.

SURVEYOR




CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074
ELMER'S CONSTRUCTION ENGINEERING, INC.
3600 RENNIE SCHOOL ROAD
P.O. BOX 6150
TRAVERSE CITY, MICHIGAN 49696-6150

AMENDED 6-16-99

	3600 RENNIE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49696-6150 (616) 843-3443 FAX (616) 843-8875	PROPOSED 5-26-98 FILE: 981537 EXH. # COVER
	CONSTRUCTION ENGINEERING, INC. ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 1

LIBER 1340 PAGE 895

LIBER 1340 PAGE 896

EASEMENT DESCRIPTIONS

Subject to a 20 foot wide watermain easement for the installation and maintenance of a watermain in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°14'53" E, 2666.78 feet along the North & South 1/4 line to the East & West 1/4 line; thence N 89°26'15" E, 959.37 feet along said East & West 1/4 line; thence S 00°33'45" E, 256.53 feet to a point on an existing watermain and the POINT OF BEGINNING; thence N 86°09'04" W, 92.21 feet; thence N 76°05'29" W, 188.84 feet; thence N 04°45'39" W, 209.26 feet to the East & West 1/4 line; thence S 04°45'39" E, 209.26 feet; thence S 89°44'02" W, 33.17 feet; thence S 01°47'45" E, 202.83 feet; thence S 13°20'55" W, 172.43 feet; thence S 30°06'28" W, 245.45 feet; thence S 10°16'50" W, 188.00 feet; thence S 09°05'03" E, 146.80 feet; thence S 49°12'57" E, 135.29 feet; thence S 33°54'12" E, 84.95 feet; thence S 06°45'29" E, 109.58 feet; thence S 20°13'55" E, 140.34 feet; thence S 49°01'29" E, 72.51 feet; thence S 73°04'01" E, 127.58 feet; thence N 75°28'55" E, 191.10 feet to the POINT OF ENDING of said easement centerline.

The sidelines of said easement to extend or shorten to meet at angle points, to begin at the Easterly line of Cherry Ridge Condominium, and end at the Easterly and Northerly lines of Cherry Ridge Condominium.

Also subject to a 20 foot wide watermain easement for the installation and maintenance of a watermain in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°14'53" E, 2666.78 feet along the North and South 1/4 line to the East & West 1/4 line; thence N 89°26'15" E, 959.37 feet along said East & West 1/4 line; thence S 00°33'45" E, 256.53 feet to a point on an existing watermain; thence N 86°09'04" W, 92.21 feet; thence N 76°05'29" W, 188.84 feet; thence S 89°44'02" W, 33.17 feet to the POINT OF BEGINNING; thence S 74°48'15" W, 241.93 feet; thence N 87°09'38" W, 114.55 feet; thence N 68°26'51" W, 168.73 feet; thence N 83°11'25" W, 124.59 feet; thence S 83°11'25" E, 124.59 feet; thence S 68°26'51" E, 38.14 feet; thence S 00°13'10" W, 937.31 feet; thence S 03°42'38" E, 33.51 feet; thence N 84°04'42" E, 313.25 feet; thence N 46°40'49" E, 21.87 feet; thence S 46°40'49" W, 21.87 feet; thence S 84°04'42" W, 313.25 feet; thence S 03°42'38" E, 499.84 feet; thence S 10°26'21" W, 243.48 feet; thence S 00°32'34" E, 496.49 feet; thence S 89°26'49" W, 153.85 feet; thence N 89°26'49" E, 719.15 feet; thence N 71°30'54" E, 61.94 feet; thence S 71°30'54" W, 61.94 feet; thence S 89°26'49" W, 5.32 feet; thence N 14°56'18" W, 258.21 feet; thence along a 249.00 foot radius curve to the left (central angle = 85°11'29", chord bearing = N 47°32'03" W, chord dist. = 268.28 feet) for 283.31 feet; thence along a 1334.00 foot radius curve to the right (central angle = 13°15'13", chord bearing = N 73°30'11" W, chord dist. = 307.89 feet) for 308.58 feet to the POINT OF ENDING of said easement centerline.

The sidelines of said easement to extend or shorten to meet at angle points and end at the Easterly line of the proposed Cherry Ridge Condominium.

Subject to a 20 foot wide sanitary sewer easement for the installation and maintenance of a sanitary sewer in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°14'53" E, 2666.78 feet along the North & South 1/4 line to the East & West 1/4 line; thence N 89°26'15" E, 909.64 feet along said East & West 1/4 line; thence S 00°33'45" E, 212.76 feet to an existing manhole and the POINT OF BEGINNING; thence N 81°27'30" W, 303.08 feet; thence S 02°36'53" W, 341.47 feet; thence S 25°06'28" W, 388.85 feet; thence S 00°20'00" W, 244.35 feet; thence S 38°47'32" E, 253.79 feet; thence S 18°58'08" E, 302.45 feet; thence S 65°46'32" E, 238.17 feet to the POINT OF ENDING of said easement centerline.

The sidelines of said easement to extend or shorten to meet at angle points and to begin at the East line of Cherry Ridge Condominium.

Also subject to a 20 foot wide sanitary sewer easement for the installation and maintenance of a sanitary sewer in part of the Southeast 1/4 of Section 30, T 27 N, R 10 W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 00°14'53" E, 2666.78 feet along the North & South 1/4 line to the East & West 1/4 line; thence N 89°26'15" E, 909.64 feet along said East & West 1/4 line; thence S 00°33'45" E, 212.76 feet to an existing manhole; thence N 81°27'30" W, 303.08 feet to the POINT OF BEGINNING; thence S 77°00'48" W, 389.76 feet; thence N 54°43'47" W, 182.37 feet; thence N 89°45'07" W, 50.91 feet to the East right-of-way of Edgcomb Road; thence S 89°45'07" E, 50.91 feet; thence S 54°43'47" E, 182.37 feet; thence S 00°03'44" E, 340.68 feet; thence S 00°04'48" W, 400.34 feet; thence S 00°23'12" E, 310.90 feet; thence S 03°49'04" E, 362.62 feet; thence S 07°09'51" W, 207.58 feet; thence S 74°51'05" E, 319.79 feet; thence S 48°07'01" E, 212.35 feet; thence N 48°07'01" W, 212.35 feet; thence N 74°51'05" W, 319.79 feet; thence S 03°07'19" W, 186.02 feet; thence S 00°32'47" E, 315.13 feet; thence S 89°27'26" W, 218.59 feet; thence N 89°27'26" E, 536.33 feet; thence N 88°17'49" E, 239.91 feet to the POINT OF ENDING of said easement centerline.

The sidelines of said easement to extend or shorten to meet at angle points and to end at the East line of the proposed Cherry Ridge Condominium.



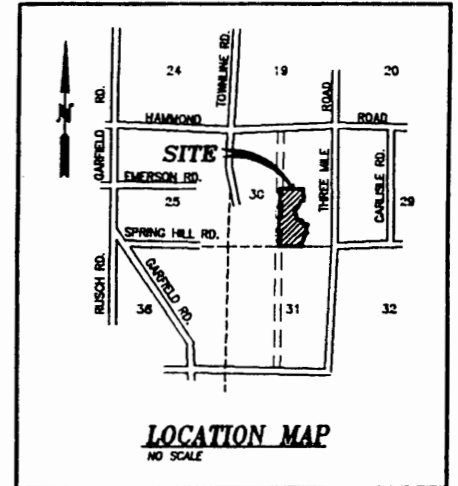
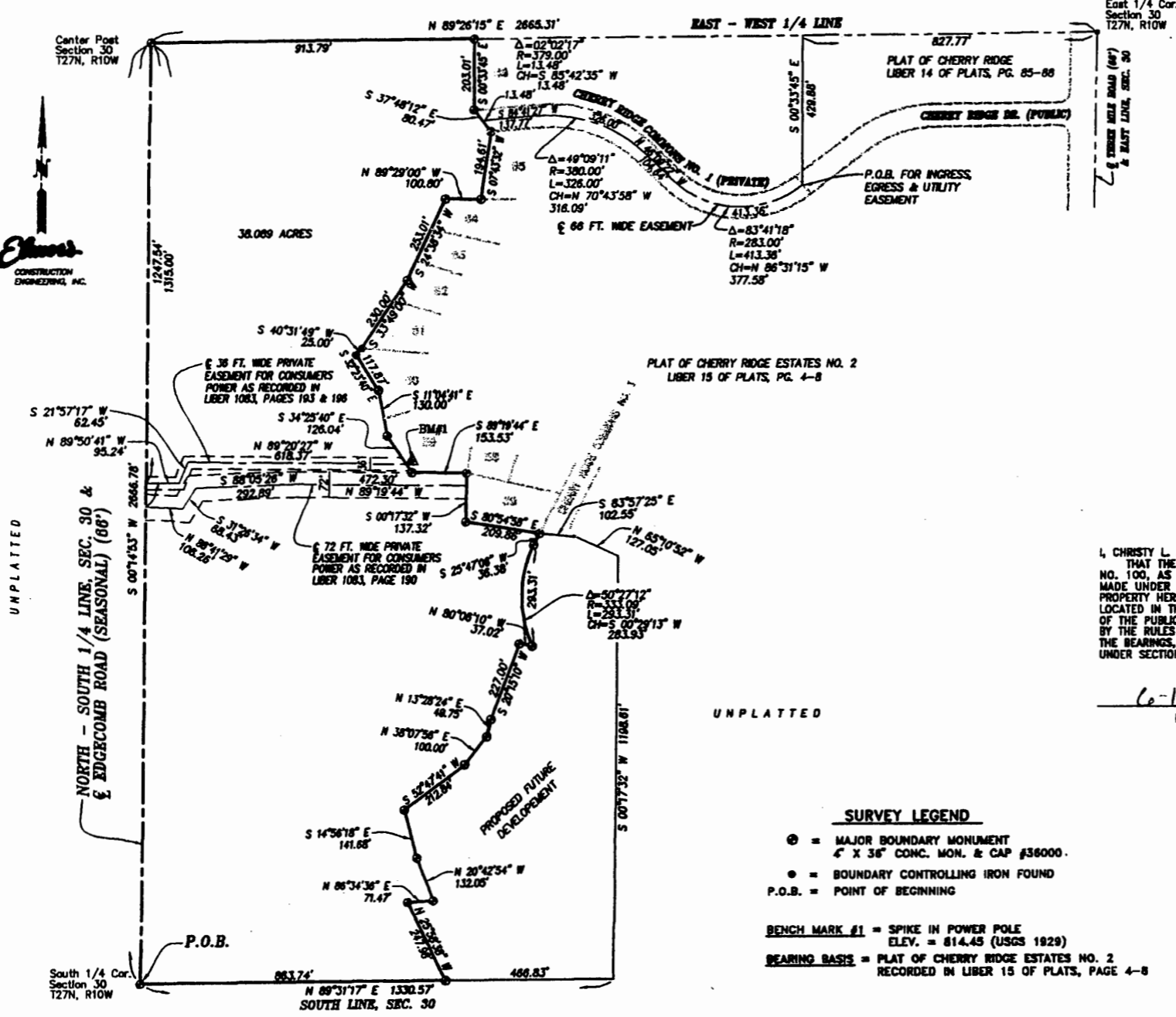
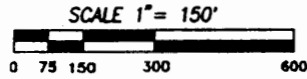
Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

CHERRY RIDGE CONDOMINIUM UTILITY EASEMENTS

AMENDED 6-16-99

	3400 REDDIE SCHOOL ROAD P.O. BOX 8150 TRAVERSE CITY, MI 49604-8150 (616) 943-3443 FAX (616) 943-8875	PROPOSED 5-26-98 FILE: 981537 EXH. B, SH. 2
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 2

LIBER 1340 PAGE 897



I, CHRISTY L. ANDERSEN, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS GRAND TRAVERSE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 100, 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 IRONS MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

6-18-99
DATE

Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR
LICENSE NO. 30074
ELMER'S CONSTRUCTION ENGINEERING, INC.
3600 RENNIE SCHOOL ROAD
P.O. BOX 6150
TRAVERSE CITY, MICHIGAN 49698-6150



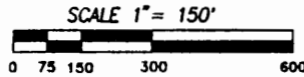
- SURVEY LEGEND**
- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000.
 - = BOUNDARY CONTROLLING IRON FOUND
 - P.O.B. = POINT OF BEGINNING

BENCH MARK #1 = SPIKE IN POWER POLE
ELEV. = 814.45 (USGS 1929)
BEARING BASIS = PLAT OF CHERRY RIDGE ESTATES NO. 2
RECORDED IN LIBER 15 OF PLATS, PAGE 4-8

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN**

AMENDED 6-16-99

	3600 RENNIE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49698-6150 (617) 843-3445 FAX (617) 843-8878	PROPOSED: 5-26-98 FILE: 981537 EDL/MSL3
	SHEET 3	



UNPLATTED

NORTH - SOUTH 1/4 LINE, SEC. 30 & E EDGECOMB ROAD (SEASONAL) (86')

South 1/4 Cor. Section 30 T27N, R10W

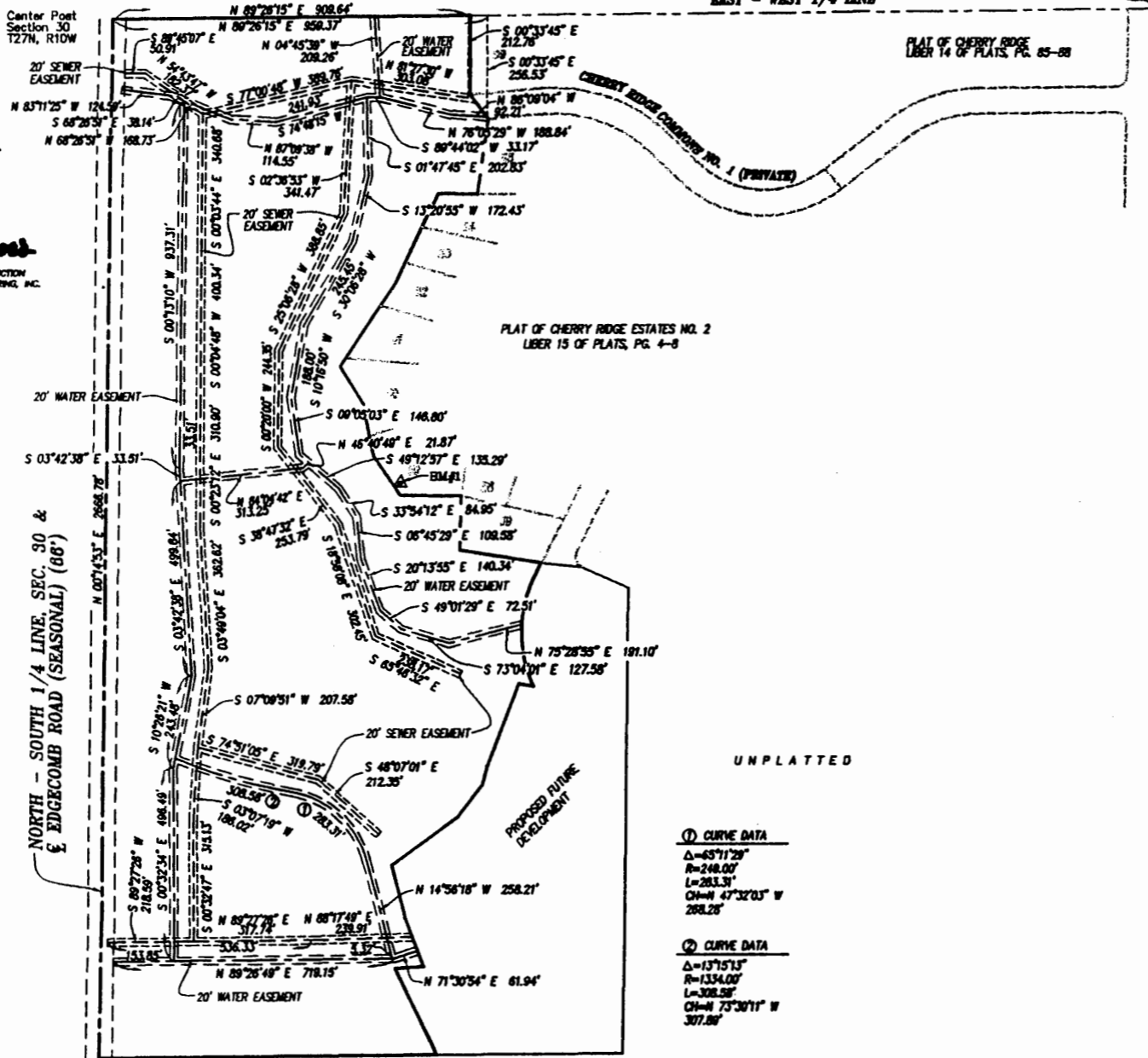
SOUTH LINE, SEC. 30

UNPLATTED

UNPLATTED

EAST - WEST 1/4 LINE

East 1/4 Cor. Section 30 T27N, R10W



- ① CURVE DATA
 $\Delta=45^{\circ}11'28''$
 $R=248.00'$
 $L=283.31'$
 $CH=N 47^{\circ}32'03'' W 288.28'$
- ② CURVE DATA
 $\Delta=13^{\circ}15'13''$
 $R=1334.00'$
 $L=308.58'$
 $CH=N 73^{\circ}30'11'' W 307.88'$

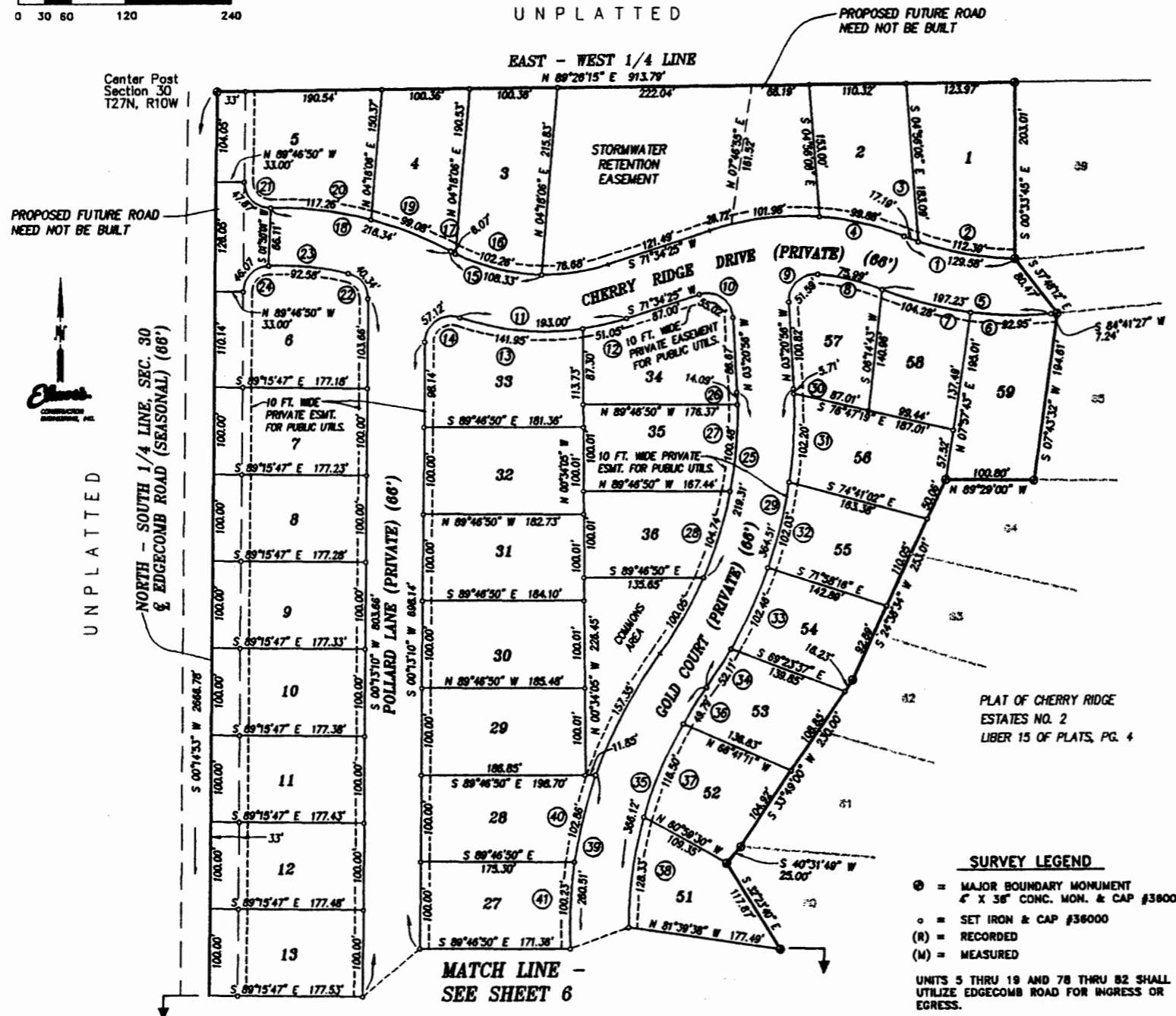
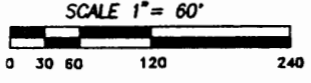


CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR

CHERRY RIDGE CONDOMINIUM SURVEY PLAN (UTILITY EASEMENTS)

AMENDED 6-16-99

Elmer's CONSTRUCTION ENGINEERING, INC.	3808 BEHRE SCHOOL ROAD P.O. BOX 8188 TRAVERSE CITY, MI 49606-8188 (616) 943-3443 FAX (616) 943-8878	PROPOSED: 5-26-98 FILE: 981537 DNL/ASH/4
	ENGINEERING - SURVEYING - INSPECTION - TESTING	



Center Post
Section 30
T27N, R10W

PROPOSED FUTURE ROAD
NEED NOT BE BUILT



UNPLATTED

NORTH - SOUTH 1/4 LINE, SEC. 30
& EDGEComb ROAD (SEASONAL) (66')

MATCH LINE -
SEE SHEET 6

UNPLATTED

EAST - WEST 1/4 LINE
N 89°26'15" E 913.79'

PROPOSED FUTURE ROAD
NEED NOT BE BUILT

STORMWATER
RETENTION
EASEMENT

CHERRY RIDGE DRIVE (PRIVATE) (66')

10 FT. WIDE
PRIVATE EASEMENT
FOR PUBLIC UTILS.

10 FT. WIDE PRIVATE
ESMT. FOR PUBLIC UTILS.

10 FT. WIDE PRIVATE
ESMT. FOR PUBLIC UTILS.

COMMONS
AREA

GOLD COURT (PRIVATE) (66')

POLLARD LANE (PRIVATE) (66')

PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

- SURVEY LEGEND**
- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #38000
 - = SET IRON & CAP #36000
 - (R) = RECORDED
 - (M) = MEASURED

UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT
UTILIZE EDGEComb ROAD FOR WGRESS OR
EGRESS.

THE ENTIRE PROJECT IS CONVERTIBLE AREA.

PROPOSED FUTURE ROADS NEED NOT BE BUILT.

CURVE	DELTA_ANGLE	RADIUS	ARC_LENGTH	CHORD BEARING	CHORD_LEN
C1	21°27'27"	346.00'	129.58'	S 78°36'33" E	128.82'
C2	18°36'43"	346.00'	112.39'	S 80°01'55" E	111.90'
C3	02°50'44"	346.00'	17.19'	S 69°18'11" E	17.18'
C4	17°43'03"	323.00'	99.88'	S 76°44'20" E	99.48'
C5	27°25'40"	412.00'	197.23'	S 81°35'43" E	193.35'
C6	12°55'33"	412.00'	92.95'	S 86°50'46" E	92.75'
C7	14°30'07"	412.00'	104.28'	S 75°07'56" E	104.00'
C8	16°58'31"	257.00'	75.99'	S 76°21'08" E	75.72'
C9	98°31'33"	30.00'	51.59'	N 45°54'50" E	45.48'
C10	105°04'39"	30.00'	55.02'	S 55°53'16" E	47.63'
C11	37°44'24"	293.00'	193.00'	S 69°33'23" E	189.53'
C12	09°58'58"	293.00'	51.03'	N 76°33'54" E	50.99'
C13	27°45'28"	293.00'	141.95'	S 84°33'54" E	140.56'
C14	109°05'40"	30.00'	57.12'	N 54°45'59" E	48.88'
C15	27°20'34"	227.00'	108.33'	S 75°24'05" E	107.30'
C16	25°48'41"	227.00'	102.28'	S 78°01'01" E	101.40'
C17	01°31'53"	227.00'	6.07'	S 62°29'45" E	6.07'
C18	29°29'05"	420.40'	218.34'	S 78°28'21" E	213.96'
C19	13°30'14"	420.40'	99.08'	S 68°28'55" E	98.85'
C20	15°58'51"	420.40'	117.26'	S 83°13'28" E	116.88'
C21	91°25'39"	30.00'	47.87'	S 45°29'40" E	42.85'
C22	77°02'07"	30.00'	40.34'	S 38°17'54" E	37.37'
C23	14°58'49"	354.40'	92.58'	S 84°17'59" E	92.32'
C24	87°59'23"	30.00'	46.07'	N 44°13'19" E	41.68'
C25	26°54'28"	467.00'	219.31'	N 10°06'17" E	217.30'
C26	01°43'45"	467.00'	14.09'	S 02°29'04" E	14.09'
C27	12°19'40"	467.00'	100.48'	N 04°32'39" E	100.29'
C28	12°51'02"	467.00'	104.74'	N 17°08'00" E	104.52'
C29	39°10'58"	533.00'	364.51'	N 16°14'33" E	357.44'
C30	00°36'48"	533.00'	5.71'	S 03°02'32" E	5.71'
C31	10°59'10"	533.00'	102.20'	N 02°45'28" E	102.04'
C32	10°58'04"	533.00'	102.03'	N 13°44'05" E	101.87'
C33	11°00'49"	533.00'	102.46'	N 24°43'32" E	102.30'
C34	05°36'05"	533.00'	52.11'	N 33°01'59" E	52.09'
C35	44°55'05"	487.00'	368.12'	N 13°22'29" E	356.81'
C36	06°06'30"	467.00'	49.79'	N 32°46'47" E	49.76'
C37	14°17'36"	467.00'	116.50'	N 22°34'44" E	116.20'
C38	15°44'41"	467.00'	128.33'	N 07°33'35" E	127.93'
C39	28°00'13"	533.00'	260.51'	N 04°55'03" E	257.92'
C40	11°03'26"	533.00'	102.86'	N 13°23'27" E	102.70'
C41	10°46'26"	533.00'	100.23'	N 02°28'31" E	100.08'



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 1-13, 27-36 & 51-59)**

AMENDED 6-16-99

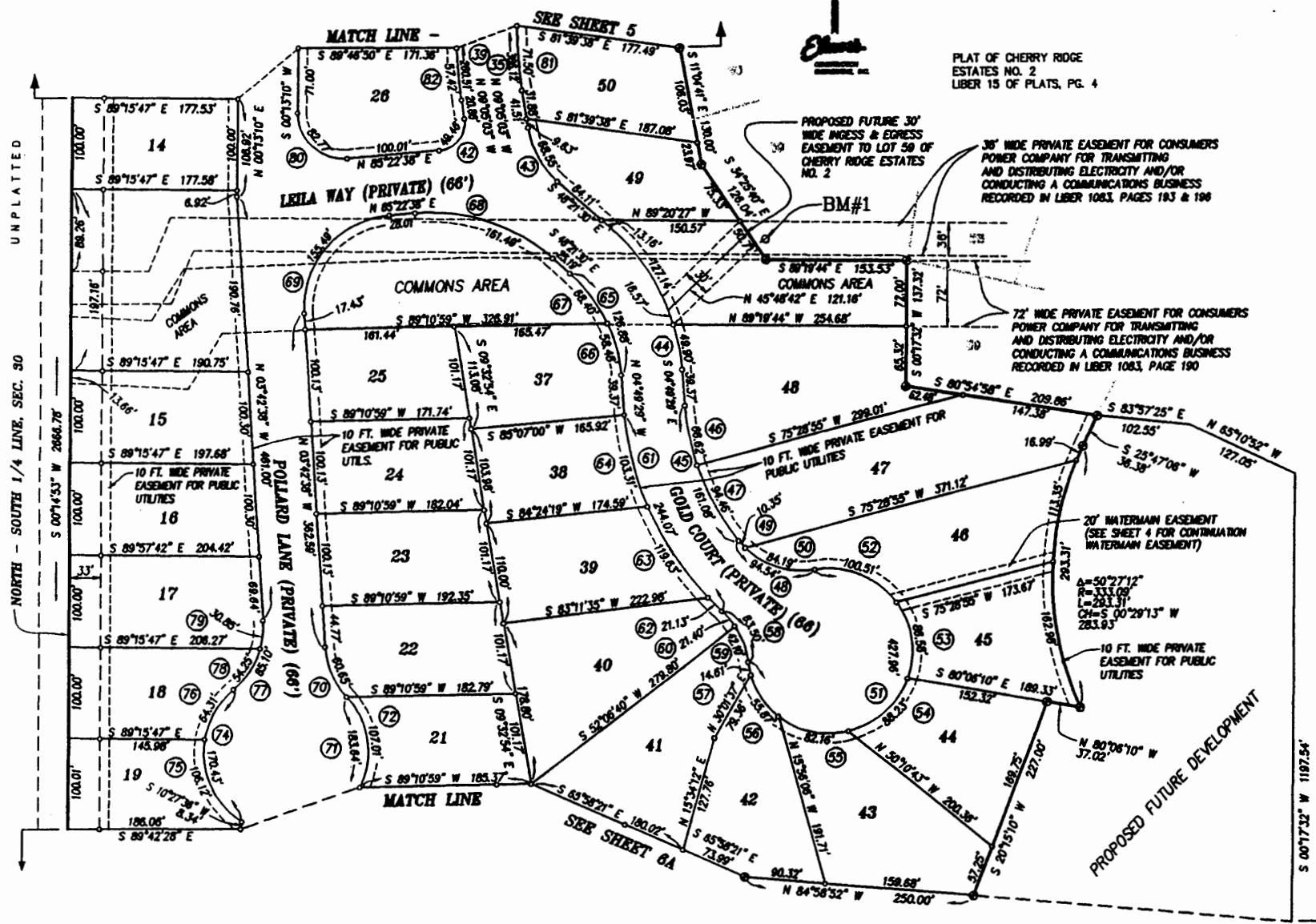
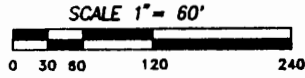
Elmer's
CONSTRUCTION ENGINEERING, INC.

3400 RENNE SCHOOL ROAD
P.O. BOX 8198
TROY, MI 48069-8198
(313) 945-5443
FAX (313) 945-8873

PROPOSED:
5-26-98
FILE: 981537
EDL_WSH_5

ENGINEERING - SURVEYING - INSPECTION - TESTING

SHEET **5**



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C35	44°55'05"	487.00'	386.12'	N 13°22'29" E	358.81'
C39	28°00'13"	533.00'	260.51'	N 04°55'03" E	257.92'
C42	94°27'41"	30.00'	49.48'	N 38°08'47" E	44.05'
C43	39°16'27"	100.00'	68.55'	S 28°43'16" E	67.21'
C44	12°18'11"	233.00'	49.90'	S 10°57'34" E	49.80'
C45	34°34'00"	267.00'	161.06'	S 22°06'29" E	158.65'
C46	14°17'44"	267.00'	66.62'	S 11°58'21" E	66.45'
C47	20°16'16"	267.00'	94.46'	S 29°15'21" E	93.97'
C48	60°11'04"	90.00'	94.54'	S 89°29'01" E	90.25'
C49	06°35'22"	90.00'	10.35'	S 42°41'10" E	10.35'
C50	53°39'42"	90.00'	84.19'	S 72°46'42" E	81.15'
C51	272°26'45"	90.00'	427.96'	N 36°38'49" E	124.53'
C52	83°59'18"	90.00'	100.51'	S 67°34'53" E	95.37'
C53	55°07'04"	90.00'	86.58'	S 08°01'45" E	83.28'
C54	58°10'19"	90.00'	88.23'	N 47°36'57" E	84.74'
C55	52°18'07"	90.00'	82.18'	S 78°08'51" E	79.33'
C56	35°34'01"	90.00'	55.87'	S 34°12'47" E	54.98'
C57	09°17'58"	90.00'	14.81'	S 11°48'47" E	14.59'
C58	40°25'43"	90.00'	63.50'	S 27°20'40" E	62.20'
C59	28°48'08"	90.00'	42.10'	S 20°31'52" E	41.72'
C60	13°37'35"	90.00'	21.40'	S 40°44'44" E	21.35'
C61	41°59'43"	333.00'	244.07'	S 26°33'40" E	238.65'
C62	03°38'09"	333.00'	21.13'	S 45°44'27" E	21.13'
C63	20°39'00"	333.00'	119.83'	S 33°37'52" E	118.99'
C64	17°48'34"	333.00'	103.31'	S 14°27'08" E	102.90'
C65	43°32'01"	167.00'	126.88'	S 26°35'29" E	123.86'
C66	20°03'56"	167.00'	58.48'	S 14°51'27" E	58.19'
C67	23°28'05"	167.00'	68.40'	S 36°37'27" E	67.93'
C68	48°15'53"	200.00'	161.49'	S 71°29'28" E	157.14'
C69	89°05'16"	100.00'	155.49'	N 40°50'00" E	140.29'
C70	38°38'45"	90.00'	60.65'	S 23°01'01" E	59.51'
C71	116°54'25"	90.00'	183.84'	N 16°17'22" E	153.40'
C72	68°07'20"	90.00'	107.01'	S 08°06'10" E	100.81'
C74	108°29'46"	90.00'	170.43'	S 03°46'54" E	146.08'
C75	67°33'18"	90.00'	106.12'	S 24°15'08" E	100.07'
C76	40°58'28"	90.00'	64.31'	N 29°59'45" E	62.95'
C77	54°10'37"	90.00'	85.10'	N 23°22'40" E	81.97'
C78	34°32'04"	90.00'	54.25'	N 33°11'57" E	53.43'
C79	19°38'33"	90.00'	30.85'	N 06°06'38" E	30.70'
C80	94°50'32"	50.00'	82.77'	S 47°12'08" E	73.63'
C81	08°46'18"	467.00'	71.50'	S 04°41'54" E	71.43'
C82	06°10'21"	533.00'	57.42'	S 05°59'53" E	57.39'

SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
- = SET IRON & CAP #36000

UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.

THE ENTIRE PROJECT IS CONVERTIBLE AREA.

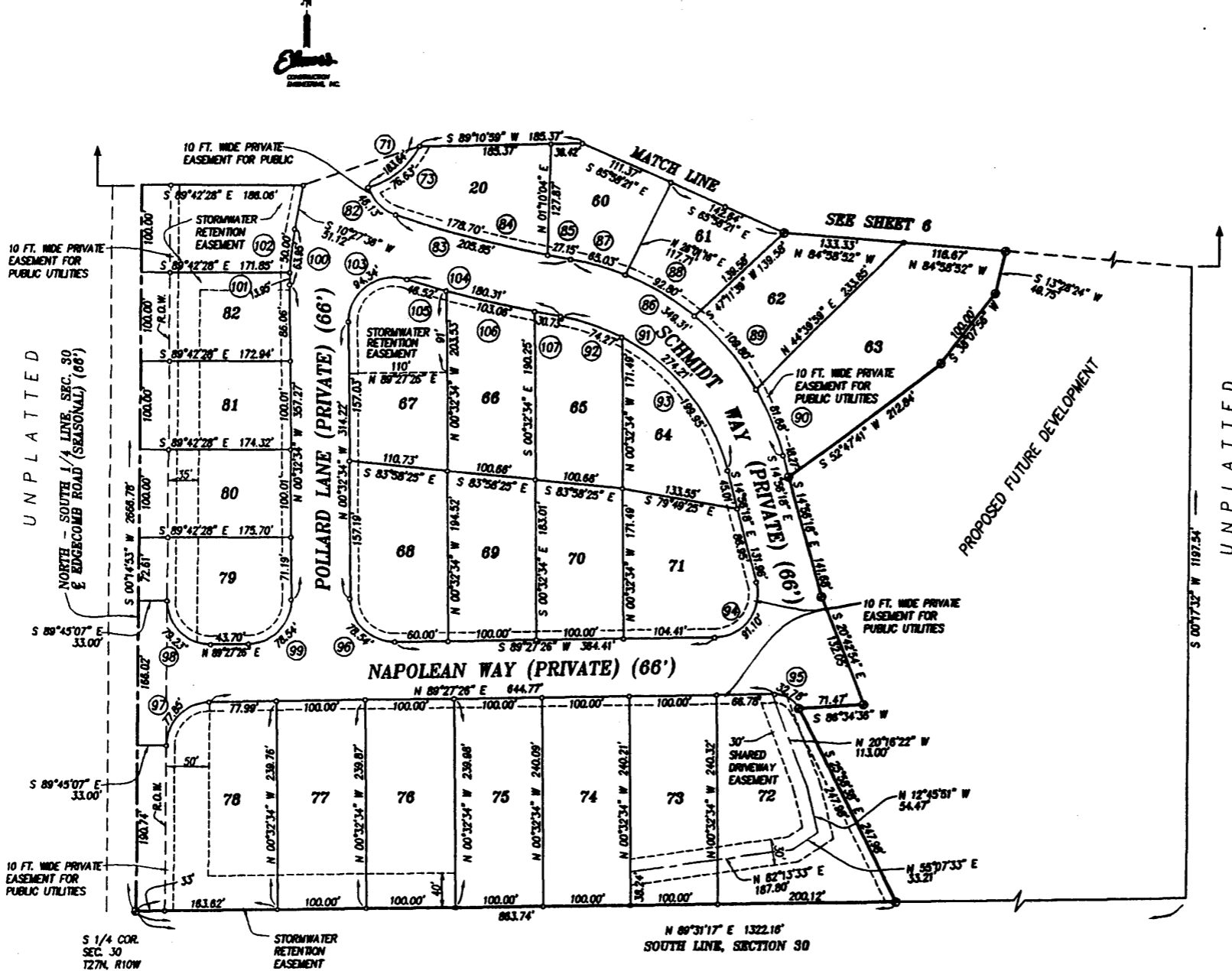
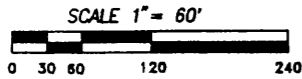


Christy L. Anderson
 CHRISTY L. ANDERSON
 PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
 SURVEY PLAN (UNITS 14-19, 21-26 & 37-50)**
 AMENDED 6-16-99

	3800 KENNE SCHOOL ROAD P.O. BOX 8190 TRAYOR CITY, MI 48066-8190 (810) 943-3448 FAX (810) 943-0873	PROPOSED: 5-26-98 FILE: 981537 DXL/ASL/6
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 6

LIBER 1340 PAGE 900



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C71	116°54'25"	90.00'	183.64'	N 16°17'22" E	153.40'
C73	48°47'04"	90.00'	76.63'	N 50°21'02" E	74.34'
C82	5°51'37"	50.00'	48.13'	S 44°27'24" E	44.51'
C83	08°14'35"	1276.00'	205.85'	S 75°30'30" E	205.62'
C84	00°01'26"	1276.00'	178.70'	S 74°53'56" E	178.55'
C85	01°13'09"	1276.00'	27.15'	S 79°31'13" E	27.15'
C86	85°11'29"	307.00'	349.31'	S 47°32'03" E	330.77'
C87	12°08'09"	307.00'	65.03'	S 74°03'43" E	64.90'
C88	17°19'09"	307.00'	92.80'	S 59°20'04" E	92.45'
C89	20°29'31"	307.00'	109.80'	S 40°25'44" E	109.22'
C90	15°14'39"	307.00'	81.68'	S 22°33'38" E	81.44'
C91	65°11'29"	241.00'	274.21'	S 47°32'03" E	259.66'
C92	17°39'22"	241.00'	74.27'	S 71°18'07" E	73.97'
C93	47°32'08"	241.00'	199.95'	S 38°42'22" E	194.28'
C94	104°23'44"	50.00'	91.10'	N 37°15'34" E	79.01'
C95	64°34'09"	28.09'	32.78'	S 58°15'30" E	31.08'
C96	90°00'00"	50.00'	78.54'	S 45°32'34" E	70.71'
C97	89°12'33"	50.00'	77.85'	N 44°51'10" E	70.22'
C98	90°47'27"	50.00'	79.23'	S 45°08'50" E	71.20'
C99	90°00'00"	50.00'	78.54'	N 44°27'28" E	70.71'
C100	11°00'10"	333.00'	63.95'	N 04°57'31" E	63.85'
C101	02°24'03"	333.00'	13.95'	N 00°39'27" E	13.95'
C102	08°38'07"	333.00'	49.99'	N 06°09'33" E	49.95'
C103	108°06'39"	50.00'	94.34'	N 53°30'46" E	80.96'
C104	07°41'53"	1342.00'	180.31'	S 76°16'51" E	180.17'
C105	01°59'10"	1342.00'	48.52'	S 73°25'30" E	48.52'
C106	04°23'59"	1342.00'	103.06'	S 76°37'04" E	103.03'
C107	01°18'44"	1342.00'	30.73'	S 79°28'26" E	30.73'

SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 3/8" CONC. MON. & CAP #38000
 - = SET IRON & CAP #36000
- UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.
THE ENTIRE PROJECT IS CONVERTIBLE AREA.



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 20 & 60 - 82)

Elmer's
CONSTRUCTION ENGINEERING, INC.
ENGINEERING - SURVEYING - INSPECTION - TESTING

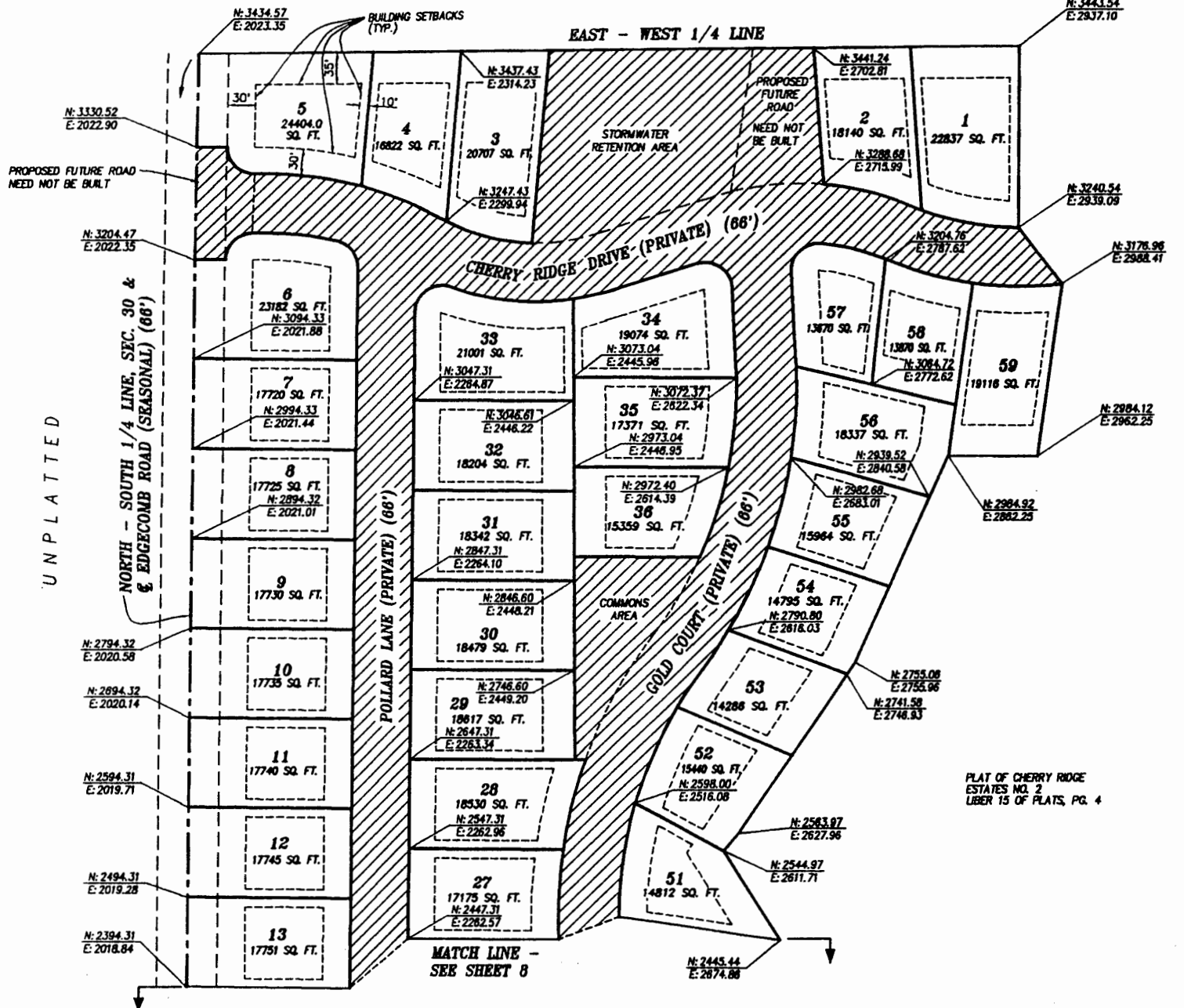
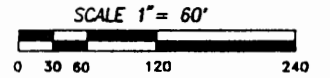
3800 REDLINE SCHOOL ROAD
P.O. BOX 8158
TRAVERSE CITY, MI 49606-8158
(616) 943-3448
FAX (616) 943-0675

PROPOSED:
6-16-99
FILE: 981537
DOL/S/L/BA

SHEET **6A**

UNPLATTED

UNPLATTED

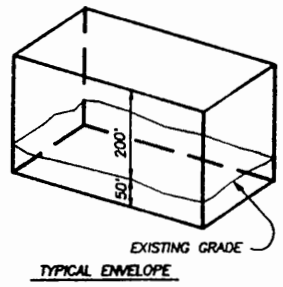


- LEGEND**
- = GENERAL COMMON ELEMENT
 - = COORDINATE LOCATION

PROPOSED FUTURE ROADS NEED NOT BE BUILT.

UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.

THE ENTIRE PROJECT IS CONVERTIBLE AREA.



NOTE:
VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP
TO BE MADE FROM EXISTING GRADE.

PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

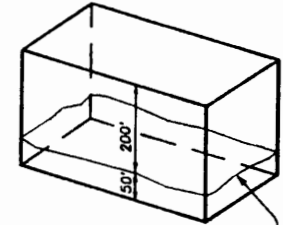
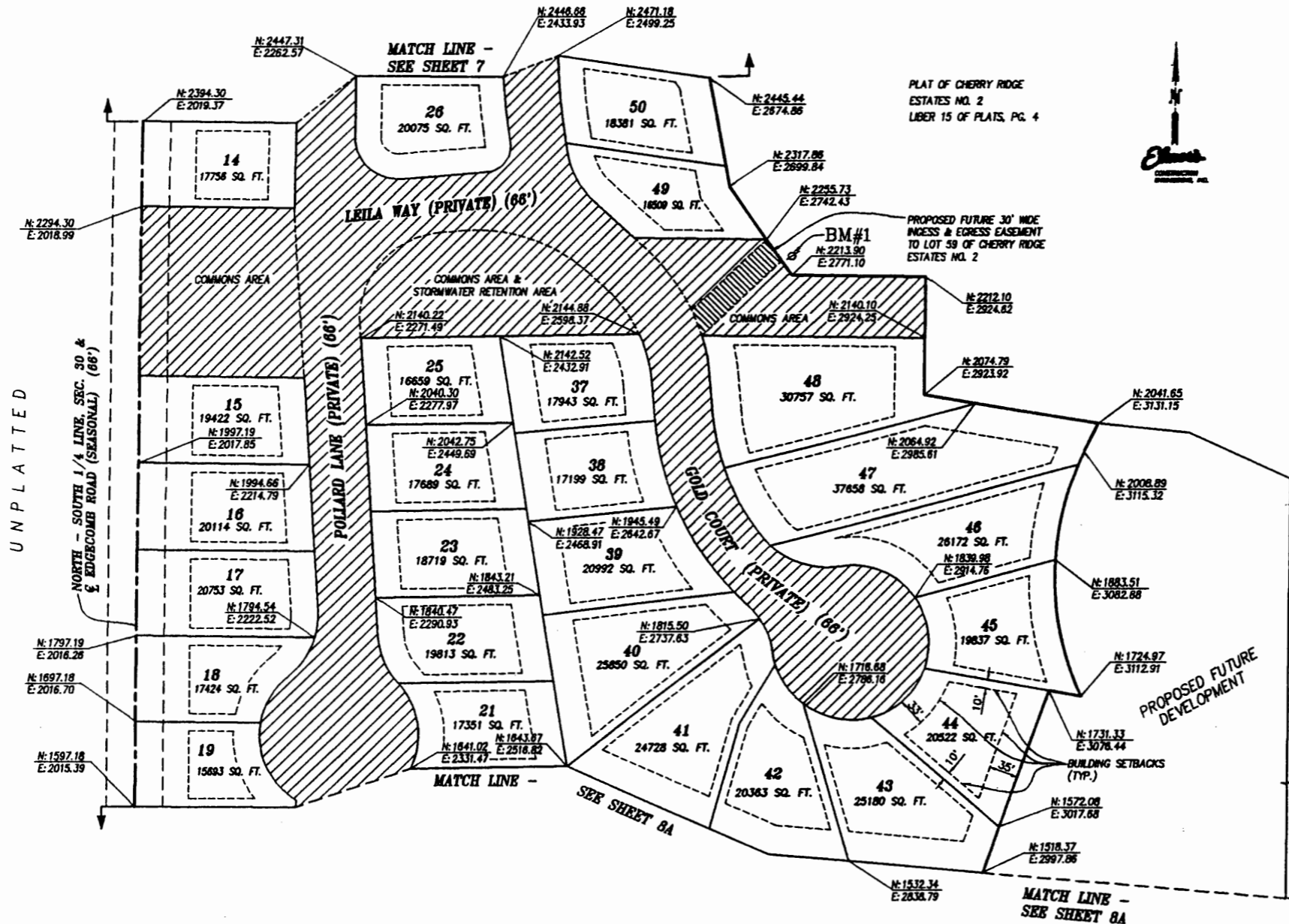
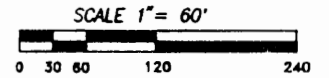


Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
SITE PLAN (UNITS 1-13, 27-36 & 51-59)**

AMENDED 6-16-99

	3600 REHINE SCHOOL ROAD P.O. BOX 8150 TRAVERSE CITY, MI 49606-8150 (616) 842-3443 FAX (616) 843-0878	PROPOSED: 5-26-98 FILE: 981537 EXL/MSL7
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 7



EXISTING GRADE
TYPICAL ENVELOPE
NOTE: VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP TO BE MADE FROM EXISTING GRADE.

LEGEND

- N: 1731.33
E: 3078.44 = COORDINATE LOCATION
- [Hatched pattern] = LIMITED COMMON ELEMENT
- [Diagonal lines] = GENERAL COMMON ELEMENT

NOTE: ENTIRE PROJECT IS CONVERTIBLE AREA. UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.

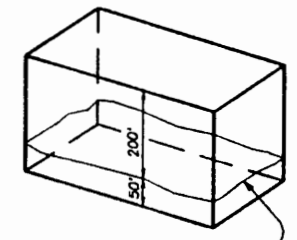
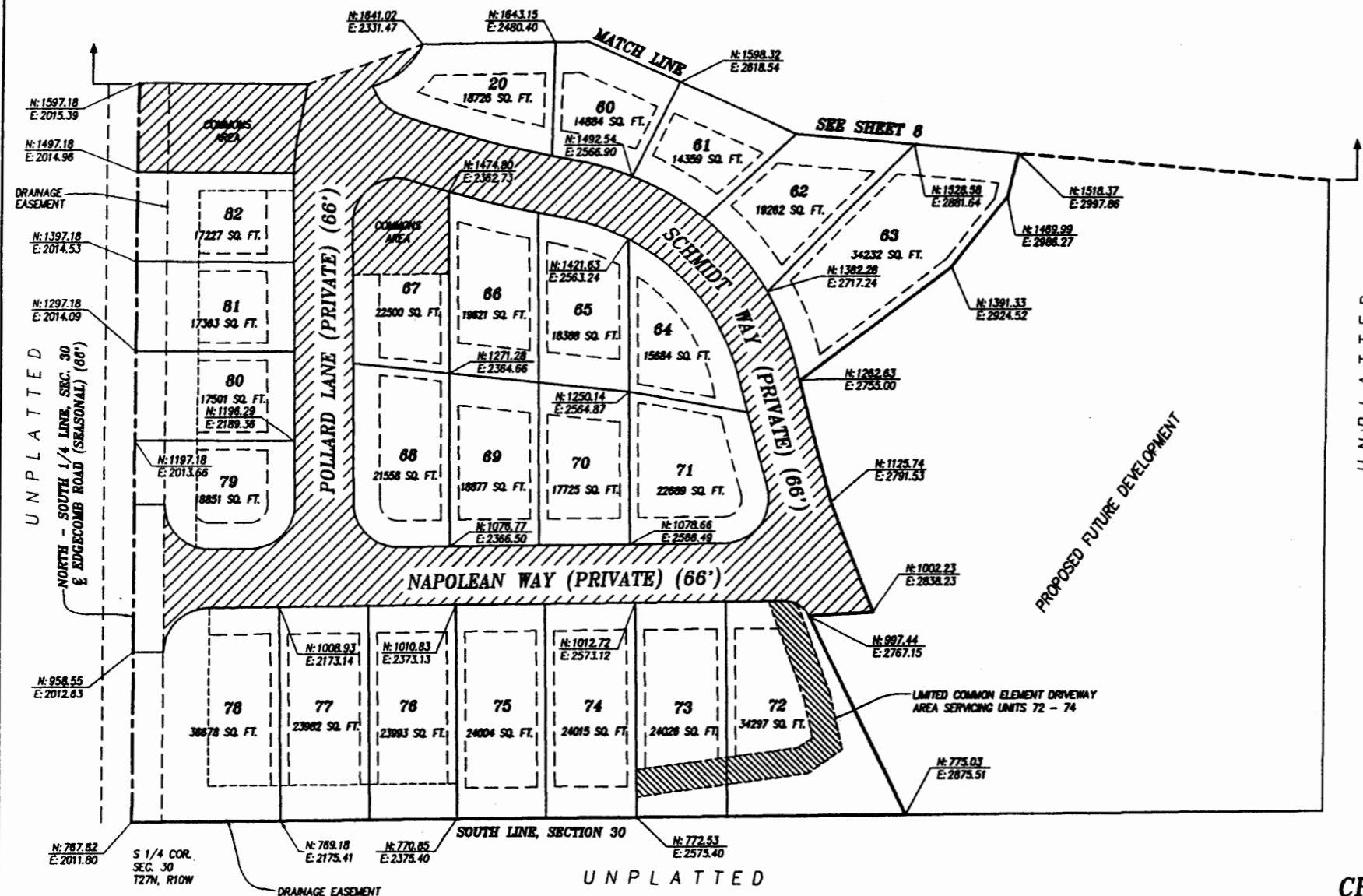
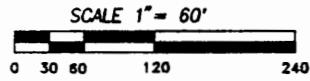


Christy L. Andersen
PROFESSIONAL SURVEYOR NO. 30074

CHERRY RIDGE CONDOMINIUM
SITE PLAN (UNITS 14-19, 21-26 & 37-50)
AMENDED 6-16-99

Elmer's CONSTRUCTION ENGINEERING, INC.	3800 RENNE SCHOOL ROAD P.O. BOX 8130 TRAVLER CITY, NE 68909-8130 (418) 843-3443 FAX (418) 843-8878	PROPOSED: 5-26-98 FILE: 981537 EOL: B, SH. 8
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 8

LIBER 1340 PAGE 904



EXISTING GRADE
TYPICAL ENVELOPE
NOTE:
VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP TO
BE MADE FROM EXISTING GRADE.

UNPLATTED

LEGEND

- N: 1731.33
E: 3076.44 = COORDINATE LOCATION
- [Hatched box] = LIMITED COMMON ELEMENT
- [Diagonal hatched box] = GENERAL COMMON ELEMENT

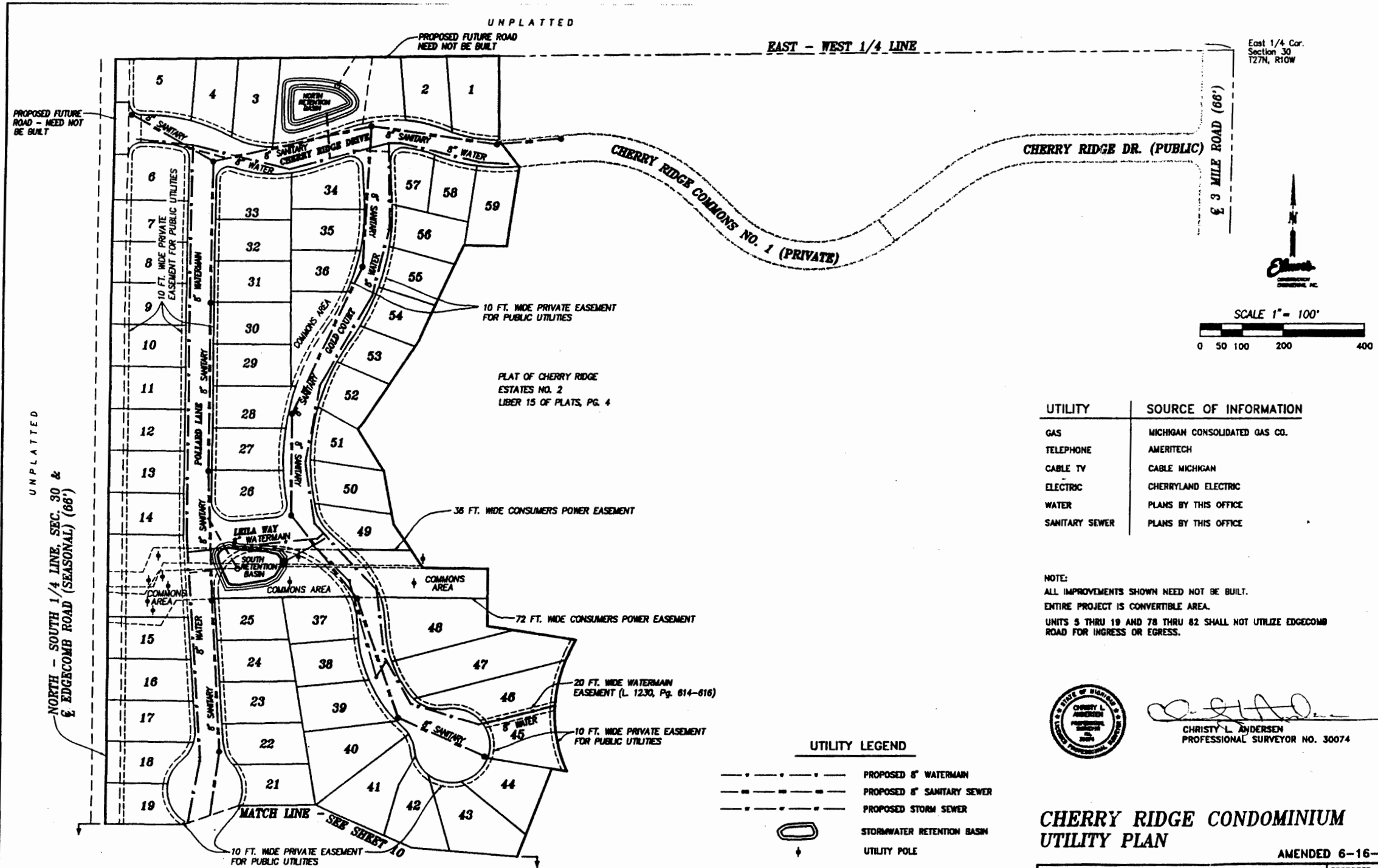
NOTE: ENTIRE PROJECT IS CONVERTIBLE AREA.
UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE
EDGEComb ROAD FOR INGRESS OR EGRESS.



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

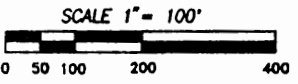
CHERRY RIDGE CONDOMINIUM
SITE PLAN (UNITS 62 - 82)

	3608 RHINE SCHOOL ROAD P.O. BOX 6190 TRAVLER CITY, MO 64688-0190 (816) 943-5443 FAX (816) 943-8878	PROPOSED: 6-16-99 FILE: 981537 DOL, A, SH, GA
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 8A



East 1/4 Cor.
Section 30
T27N, R10W

E 3 MILE ROAD (66')



PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

UTILITY	SOURCE OF INFORMATION
GAS	MICHIGAN CONSOLIDATED GAS CO.
TELEPHONE	AMERITECH
CABLE TV	CABLE MICHIGAN
ELECTRIC	CHERRYLAND ELECTRIC
WATER	PLANS BY THIS OFFICE
SANITARY SEWER	PLANS BY THIS OFFICE

NOTE:
ALL IMPROVEMENTS SHOWN NEED NOT BE BUILT.
ENTIRE PROJECT IS CONVERTIBLE AREA.
UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.



Christy L. Andersen
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

UTILITY LEGEND

- PROPOSED 8" WATERMAIN
- PROPOSED 8" SANITARY SEWER
- PROPOSED STORM SEWER
- STORMWATER RETENTION BASIN
- ⊕ UTILITY POLE

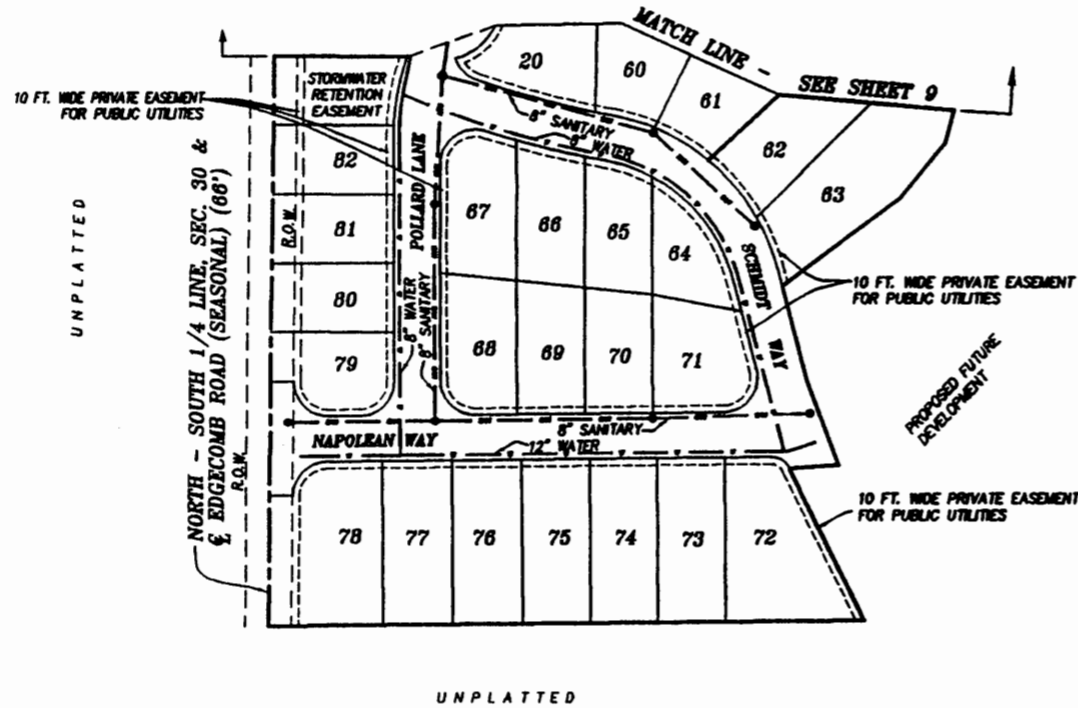
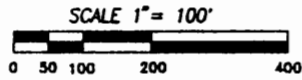
NOTE: GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION TO BE CONSTRUCTED WITHIN THE 10 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES.

CHERRY RIDGE CONDOMINIUM
UTILITY PLAN

AMENDED 6-16-99

<p>CONSTRUCTION ENGINEERING, INC.</p>	3800 REDWINE SCHOOL ROAD P.O. BOX 1158 TRAVERSE CITY, MI 49604-2158 (616) 943-2443 FAX (616) 943-2878	PROPOSED: 5-26-98 FILE: 981537 EXPL. SHEET
	<p>ENGINEERING - SURVEYING - INSPECTION - TESTING</p>	

LIBER 1340 PAGE 906



UTILITY LEGEND

- PROPOSED 8" WATERMAIN
- - - - - PROPOSED 8" SANITARY SEWER
- PROPOSED STORM SEWER
- STORMWATER RETENTION BASIN
- ↓ UTILITY POLE

NOTE: GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION TO BE CONSTRUCTED WITHIN THE 10 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES.

UTILITY	SOURCE OF INFORMATION
GAS	MICHIGAN CONSOLIDATED GAS CO.
TELEPHONE	AMERITECH
CABLE TV	CABLE MICHIGAN
ELECTRIC	CHERRYLAND ELECTRIC
WATER	PLANS BY THIS OFFICE
SANITARY SEWER	PLANS BY THIS OFFICE

NOTE:
 ALL IMPROVEMENTS SHOWN NEED NOT BE BUILT.
 ENTIRE PROJECT IS CONVERTIBLE AREA.
 UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGECOMB ROAD FOR INGRESS OR EGRESS.



Christy L. Andersen
 CHRISTY L. ANDERSEN
 PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
 UTILITY PLAN (CONT.)**

	3800 RENNE SCHOOL ROAD P.O. BOX 8180 TRAVLER CITY, MI 48066-8180 (810) 943-2443 FAX (810) 943-8878	PROPOSED: 6-16-99 FILE: 981537 EDL/ASL/10
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 10

6 APR 2001 3:47:23 PM

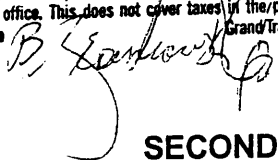
PEGGY HAINES
REGISTER OF DEEDS

SECOND AMENDMENT TO MASTER DEED

Parcel # 28-03-230-010-00, BK
STATE OF MICHIGAN, County of Grand Traverse, at Traverse City 4-6-01 I hereby
certify that there are no Tax liens or Titles held by the State of any individual against the within
description, and all taxes on same are paid for five years previous to the date of the instrument as appears
by the records in my office. This does not cover taxes in the process of collection by
Township, City or Village Grand Traverse County, Treasurer

FOR

CHERRY RIDGE CONDOMINIUM



SECOND AMENDMENT TO MASTER DEED made this 5th day of April, 2001,

by GAR OF TRAVERSE CITY, INC., a Michigan corporation, of 1347 Pollard Lane,
Traverse City, Michigan 49686 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer established **CHERRY RIDGE CONDOMINIUM** as a
condominium project pursuant to that certain Master Deed dated May 26, 1998 and
recorded May 27, 1998 in Liber 1231, Pages 274 through 333 inclusive, Grand Traverse
County Records; as amended by the First Amendment to Master Deed for Cherry Ridge
Condominium dated June 30, 1999 and recorded July 14, 1999 in Liber 1340, Pages 883
through 906, Grand Traverse County Records; and

WHEREAS, the Developer wishes to amend said Master Deed for the purpose of
modifying the size and shape of Units 67 and 68, including the relocation of the boundary
between these adjoining units and the conversion of certain general common elements
adjacent to Unit 67 into part of Unit 67, each without reallocating their respective
percentages of value, as set forth in said Master Deed; and

WHEREAS, Article IX authorizes the conversion of the units and common elements of the Condominium Project and explicitly reserves the right to change the size and shape of unsold units (including the relocation of boundaries between adjoining units) and the general common elements, and Units 67 and 68 are unsold units; and

WHEREAS, the Grand Traverse County Drain Commissioner has required that certain provisions be included within the Master Deed regarding the maintenance of the stormwater retention areas and other stormwater management facilities within Cherry Ridge Condominium and the Developer wishes to adhere to the request of the Grand Traverse County Drain Commissioner; and

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

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

1. The Condominium Subdivision Plans attached as Exhibit "B" to the Master Deed of **CHERRY RIDGE CONDOMINIUM** are hereby amended in part and supplemented with the Exhibit "B" attached hereto to this Amendment. Upon recordation in the Office of Grand Traverse County Register of Deeds, said amended and revised sheets shall supplement and be incorporated into the Condominium Subdivision Plan of **CHERRY RIDGE CONDOMINIUM**.

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

VIII.

RESTRICTIVE COVENANTS

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

By way of inclusion and not limitation, the following restrictions shall run with the land described in Article II hereof equally as if said restrictions had been provided in said Articles VI and VII of the Condominium Bylaws. The Association shall conduct routine maintenance of the stormwater retention areas and attendant stormwater management facilities within the Project to continually meet the specifications of the stormwater plan approved by the Grand Traverse County Drain Commissioner's Office. If the Association fails to conduct the required maintenance on the stormwater facilities, the Drain Commissioner's Office reserves the right to request that said maintenance be completed. The Association shall conduct routine maintenance of the stormwater retention areas and other stormwater management facilities within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Grand Traverse County Drain Commissioner, and

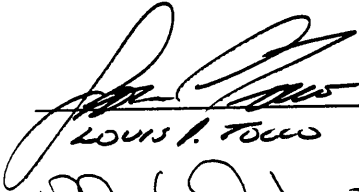
shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Association shall fail to act within these time frames, the Grand Traverse County Drain Commissioner may perform the needed maintenance and assess the costs therefor against the Association. The Drain Commissioner is hereby provided access around any and all retention basins for inspection and maintenance purposes to be performed as specified above. In the event that the retention basins within the Project become part of a County drain system, the rights, obligations and duties and easements herein may be assigned to the appropriate agency or County office.

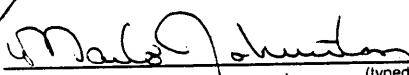
3. In all other respects the provisions of the Master Deed of **CHERRY RIDGE CONDOMINIUM** dated May 26, 1998, as amended by the First Amendment to Master Deed for Cherry Ridge Condominium dated June 30, 1999, as recorded in the Office of the Register of Deeds for Grand Traverse County, Michigan as Condominium Subdivision Plan No. 100, are hereby ratified and reaffirmed.

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

SIGNED IN THE PRESENCE OF:

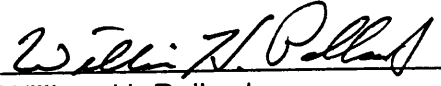
DEVELOPER:



LOUIS I. FOUW (typed name of witness)


Marlo Johnston (typed name of witness)

GAR OF TRAVERSE CITY, INC.,
a Michigan corporation


By: 

William H. Pollard

Its: President

STATE OF MICHIGAN }
County of *Leelanau* }ss

On this 5th day of April, 2001, before me, a Notary Public in and for said County and State, personally appeared William H. Pollard, the President of GAR OF TRAVERSE CITY, INC., a Michigan corporation, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation, the Developer of said Condominium Project, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said corporation.



(typed name of notary public)
Marlo Johnston
Notary Public, County of *Leelanau*
My commission expires: *10/28/04*

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

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

P8417

CONSENT OF CO-OWNER(S)

THE UNDERSIGNED, being the non-Developer Co-owner(s) of the lot(s) indicated below, hereby consent to the above Second Amendment to Master Deed and consent to its recordation:

SIGNED IN THE PRESENCE OF:

CO-OWNER: LOT NO.: 67

William H. Pollard
(typed name of witness)

Katherine J. Eickenroth
(typed name of witness)

Pamela Ann Bevelhymmer
Pamela Ann Bevelhymmer

Mark A. Bevelhymmer
Mark A. Bevelhymmer

ADDRESS:

1092 Pollard Lane
Traverse City, MI 49686

STATE OF MICHIGAN }
County of Grand Traverse } ss

The foregoing instrument was acknowledged before me this 6 day of April, 2001, by Pamela Ann Bevelhymmer & Mark A. Bevelhymmer

Katherine J. Eickenroth
(typed name of notary public)
Katherine Eickenroth
Notary Public, County of Grand Traverse
My commission expires July 4, 2005

REPLAT NO. 2

**GRAND TRAVERSE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 100
EXHIBIT B TO MASTER DEED OF**

CHERRY RIDGE CONDOMINIUM

**EAST BAY TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN**

DEVELOPER

GAR OF TRAVERSE CITY, INC.
1347 POLLARD LANE
TRAVERSE CITY, MI 49686

PROPERTY DESCRIPTION

CONDOMINIUM BOUNDARY

Part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:
BEGINNING at the South 1/4 Corner of Section 30; thence N 00°14'53" E, 2666.78 feet along the North-South 1/4 Line to the center of Section 30; thence N 89°26'15" E, 913.79 feet along East-West 1/4 Line to the Northwest corner of Lot 69 of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Page 4); thence along the Westerly Line of said Plat for the next 13 courses, S 00°33'45" E, 203.01 feet; thence S 37°48'12" E, 80.47 feet; thence S 07°43'32" W, 194.61 feet; thence N 89°29'00" W, 100.80 feet; thence S 24°38'34" W, 253.01 feet; thence S 33°49'00" W, 230.00 feet; thence S 40°31'49" W, 25.00 feet; thence S 32°23'40" E, 117.87 feet; thence S 11°04'41" E, 130.00 feet; thence S 34°25'40" E, 126.04 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°54'58" E, 209.86 feet to the right-of-way of Cherry Ridge Commons No. 1; thence S 25°47'06" W, 36.38 feet; thence along a 333.09 foot radius curve to the left (central angle = 50°27'12", chord bearing = S 00°29'13" W, chord dist. = 283.93 feet) for 293.31 feet; thence N 80°06'10" W, 37.02 feet; thence S 20°15'10" W, 227.00 feet; thence S 13°28'24" W, 49.75 feet; thence S 38°07'56" W, 100.00 feet; thence S 52°47'41" W, 212.84 feet; thence S 14°56'18" E, 141.68 feet; thence S 20°42'54" E, 132.05 feet; thence S 86°34'36" W, 71.47 feet; thence S 25°58'38" E, 247.98 feet, to a point on the south line of said Section 30; thence S 89°31'17" W, 863.74 feet, along said section line to the POINT OF BEGINNING.

Containing 52.727 acres.

Subject to the right of way of Edgcomb Road over the West 33 feet thereof.

Subject to a 36 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, pages 193 and 196.

Subject to a 72 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, page 190.

NOTE:
CHERRY RIDGE CONDOMINIUM IS A MULTIPHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED DATED: JULY 28, 2000. THESE PROPOSED SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

SHEET INDEX	
SHEET NO.	SHEET TITLE
*1	COVER SHEET
2	UTILITY EASEMENTS
3	SURVEY PLAN
4	SURVEY PLAN (UTILITY EASEMENTS)
5	SURVEY PLAN (UNITS 1-13, 27-36 & 51-59)
6	SURVEY PLAN (UNITS 14-19, 21-26 & 37-50)
*6A	SURVEY PLAN (UNITS 20 & 60-82)
7	SITE PLAN (UNITS 1-13, 27-36 & 51-59)
8	SITE PLAN (UNITS 14-19, 21-26 & 37-50)
*8A	SITE PLAN (UNITS 20 & 60-82)
9	UTILITY PLAN
*10	UTILITY PLAN (CONT.)

* AMENDED SHEETS

Together with a 66 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities, located in part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows: Commencing at the East 1/4 Corner of Section 30; thence S 89°26'15" W, 827.77 feet along the East & West 1/4 Line of said Section 30; thence S 00°33'45" E, 429.88 feet to the Westerly boundary line of Cherry Ridge Estates (Liber 14 of Plats, pages 85-88) and the Point of Beginning of said easement centerline (said point being the Point of Ending of the centerline of existing Cherry Ridge Drive); thence along a 283.00 foot radius curve to the right (central angle = 83°41'18", chord bearing = N 86°31'15" W, chord dist. = 377.58 feet) for 413.36 feet; thence N 46°09'22" W, 104.64 feet; thence along a 380.00 foot radius curve to the left (central angle = 49°09'11", chord bearing = N 70°43'58" W, chord dist. = 316.09 feet) for 326.00 feet; thence S 84°41'27" W, 137.77 feet; thence along 379.00 foot radius curve to the right (central angle = 02°02'17", chord bearing = S 85°42'35" W, chord dist. = 13.48 feet) for 13.48 feet to the Point of Ending of said easement centerline.

SURVEYOR



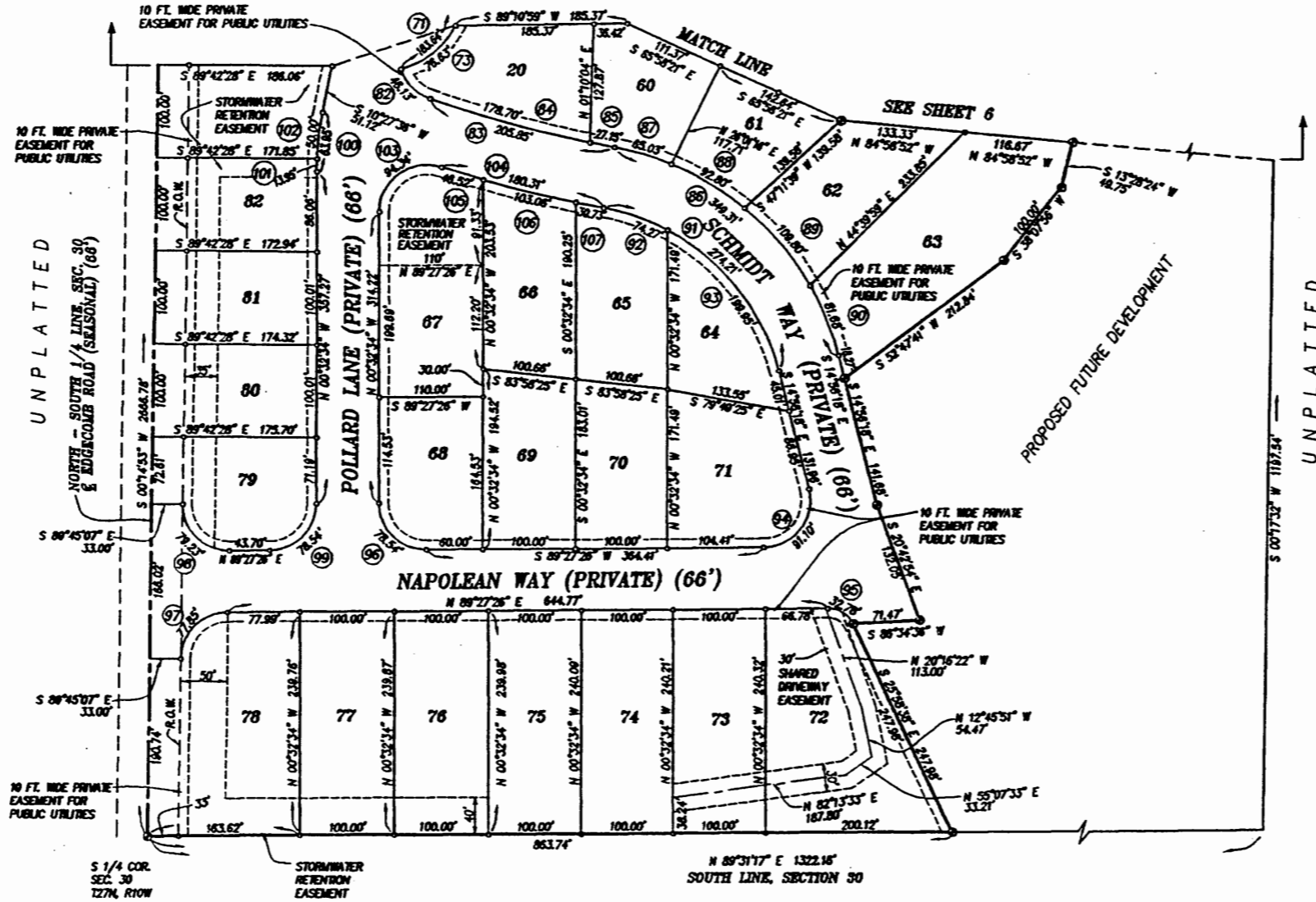
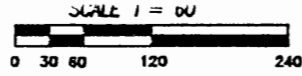
Christy L. Andersen

CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074
ELMER'S CONSTRUCTION ENGINEERING, INC.
3600 RENNIE SCHOOL ROAD
P.O. BOX 6150
TRAVERSE CITY, MICHIGAN 49696-6150

AMENDED 7-28-00

	3600 RENNIE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49696-6150 (616) 843-3443 FAX (616) 843-8975	PROPOSED 5-26-98 FILE: 981537 EXH. B COVER
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 1

LIBER 1488 PAGE 032



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C71	116°54'25"	90.00'	183.64'	N 16°17'22" E	153.40'
C73	48°47'04"	90.00'	78.63'	N 50°21'02" E	74.34'
C82	52°51'37"	50.00'	48.13'	S 44°27'24" E	44.51'
C83	09°14'35"	1278.00'	205.85'	S 75°30'30" E	205.62'
C84	08°01'26"	1276.00'	178.70'	S 74°53'56" E	178.55'
C85	01°13'09"	1276.00'	27.15'	S 79°31'13" E	27.15'
C86	65°11'29"	307.00'	349.31'	S 47°32'03" E	330.77'
C87	12°08'09"	307.00'	65.03'	S 74°03'43" E	64.90'
C88	17°19'09"	307.00'	92.80'	S 59°20'04" E	92.45'
C89	20°29'31"	307.00'	109.80'	S 40°25'44" E	109.22'
C90	15°14'39"	307.00'	81.68'	S 22°33'38" E	81.44'
C91	65°11'29"	241.00'	274.21'	S 47°32'03" E	259.66'
C92	17°39'22"	241.00'	74.27'	S 71°18'07" E	73.97'
C93	47°32'06"	241.00'	199.95'	S 38°42'22" E	194.26'
C94	104°23'44"	50.00'	91.10'	N 37°15'34" E	79.01'
C95	64°34'09"	29.09'	32.78'	S 58°15'30" E	31.08'
C96	90°00'00"	50.00'	78.54'	S 45°32'34" E	70.71'
C97	88°12'33"	50.00'	77.85'	N 44°51'10" E	70.22'
C98	90°47'27"	50.00'	79.23'	S 45°08'50" E	71.20'
C99	90°00'30"	50.00'	78.54'	N 44°27'28" E	70.71'
C100	11°00'10"	333.00'	63.95'	N 04°57'31" E	63.85'
C101	02°24'03"	333.00'	13.95'	N 00°39'27" E	13.95'
C102	08°36'07"	333.00'	49.99'	N 06°09'33" E	49.95'
C103	108°08'39"	50.00'	94.34'	N 53°30'46" E	80.96'
C104	07°41'53"	1342.00'	180.31'	S 76°16'51" E	180.17'
C105	01°59'10"	1342.00'	46.52'	S 73°25'36" E	46.52'
C106	04°23'59"	1342.00'	103.06'	S 78°37'04" E	103.03'
C107	01°18'44"	1342.00'	30.73'	S 79°28'26" E	30.73'

SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
 - = SET IRON & CAP #36000
- UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGECOMB ROAD FOR INGRESS OR EGRESS.
THE ENTIRE PROJECT IS CONVERTIBLE AREA.



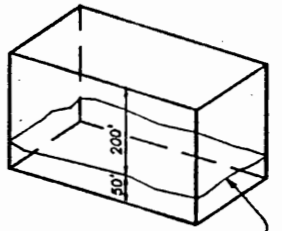
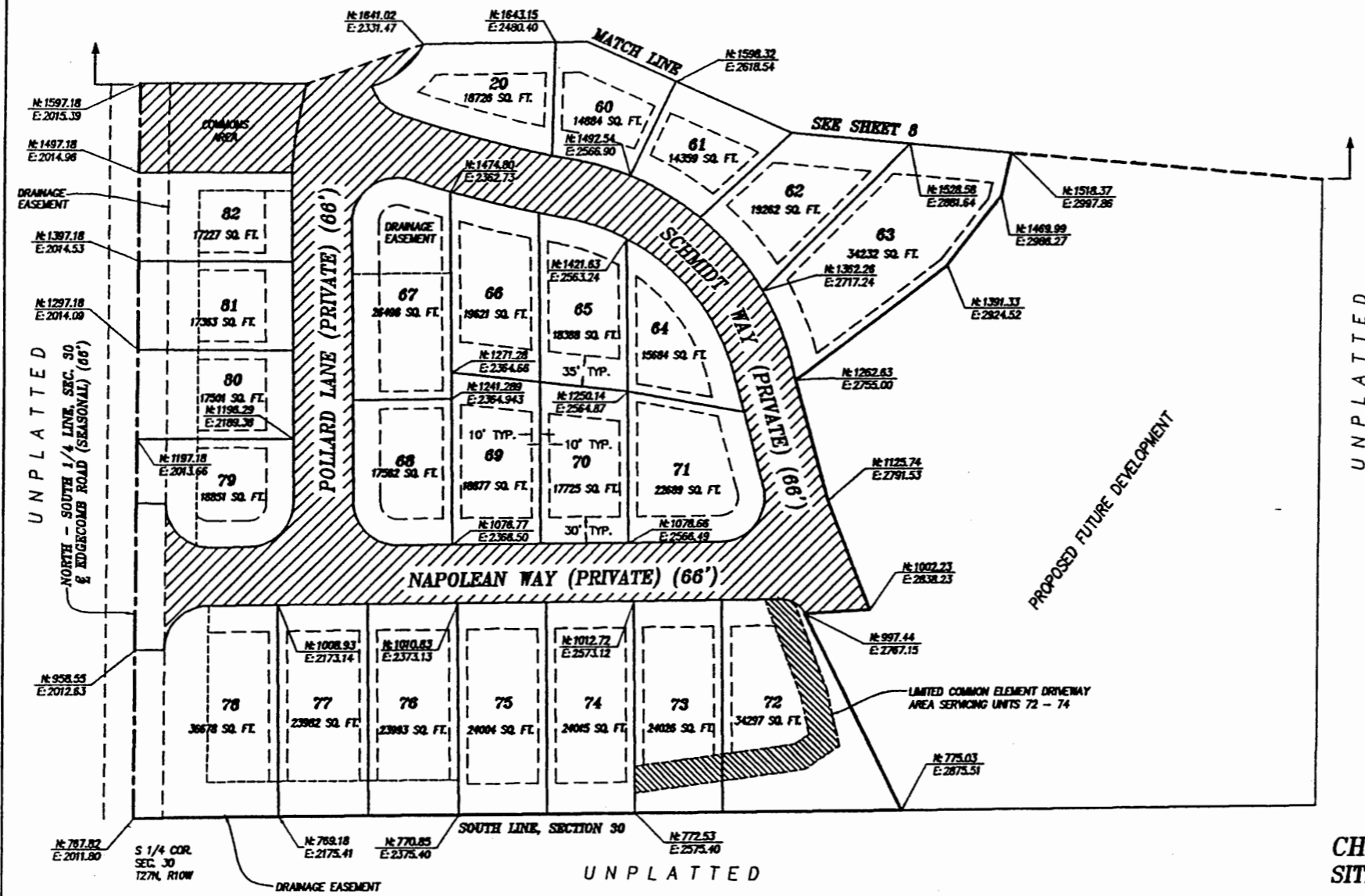
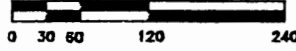
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 20 & 60 - 82)**

AMENDED 7-28-00

	3800 ROME SCHOOL ROAD P.O. BOX 8138 TROY, MI 48063-8138 (616) 343-3443 FAX (616) 343-8973	PROPOSED: 6-16-99 FILE: 981537 EXL/SL/SA
	ENGINEERING - SURVEYING - INSPECTION - TESTING	

UNPLATTED



EXISTING GRADE
TYPICAL ENVELOPE
NOTE:
VERTICAL MEASUREMENTS TO LIMITS OF OWNERSHIP TO
BE MADE FROM EXISTING GRADE.

LEGEND

- N:1731.33
E:3078.44 = COORDINATE LOCATION
- [Diagonal Hatching] = LIMITED COMMON ELEMENT
- [Cross-hatching] = GENERAL COMMON ELEMENT

NOTE: ENTIRE PROJECT IS CONVERTIBLE AREA.
UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE
EDGEComb ROAD FOR INGRESS OR EGRESS.



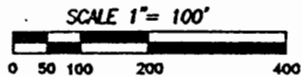
CHRISTY L. ANDERSEN
PROFESSIONAL SURVEYOR NO. 30074

CHERRY RIDGE CONDOMINIUM
SITE PLAN (UNITS 62 - 82)


AMENDED 7-28-00

	3808 HOMER SCHOOL ROAD P.O. BOX 8136 TRaverse CITY, MI 49789-8136 (616) 943-5445 FAX (616) 943-8875	PROPOSED: 6-16-99 FILE: 981537 DWL/ASH/SA
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 8A

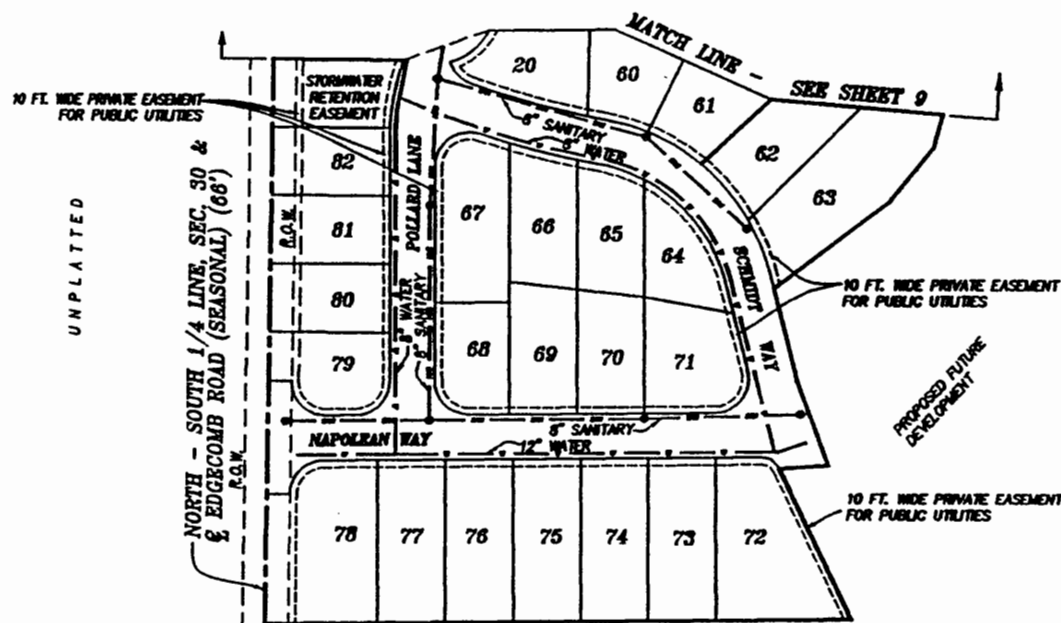
LIBER 1488 PAGE 035



UTILITY LEGEND

- PROPOSED 8" WATERMAIN
- PROPOSED 8" SANITARY SEWER
- PROPOSED STORM SEWER
-  STORMWATER RETENTION BASIN
- ⊥ UTILITY POLE

NOTE: GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION TO BE CONSTRUCTED WITHIN THE 10 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES.



UTILITY	SOURCE OF INFORMATION
GAS	MICHIGAN CONSOLIDATED GAS CO.
TELEPHONE	AMERITECH
CABLE TV	CABLE MICHIGAN
ELECTRIC	CHERRYLAND ELECTRIC
WATER	PLANS BY THIS OFFICE
SANITARY SEWER	PLANS BY THIS OFFICE


NOTE:
 ALL IMPROVEMENTS SHOWN NEED NOT BE BUILT.
 ENTIRE PROJECT IS CONVERTIBLE AREA.
 UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.



CC-SIA-C
 CHRISTY L. ANDERSEN
 PROFESSIONAL SURVEYOR NO. 30074

**CHERRY RIDGE CONDOMINIUM
 UTILITY PLAN (CONT.)**

AMENDED 7-28-00

	3880 ROBBIE SCHOOL ROAD P.O. BOX 6128 TROY, MI 48068-0128 (313) 243-3443 FAX (313) 243-8875	PROPOSED: 6-16-99 FILE: 981537 DOLAN_10
	ENGINEERING - SURVEYING - INSPECTION - TESTING	

ASSOCIATION BYLAWS

CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of **CHERRY RIDGE CONDOMINIUM**, a land Condominium, (hereinafter known as the "Condominium Bylaws") as attached to the Master Deed and recorded in Liber 1231, Pages 274 through 333, Grand Traverse County Records, as amended by the First Amendment to Master Deed for Cherry Ridge Condominium and recorded in Liber 1340, Pages 883 through 906, Grand Traverse County Records, and as amended by the Second Amendment to Master Deed for Cherry Ridge Condominium and recorded in Liber 1488, Pages 026 through 035, Grand Traverse County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association.

ARTICLE II

MEETINGS

Section 1. 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 in accordance with Roberts' Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Condominium, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. The First Annual Meeting of the Members of the Association shall be held in accordance with Article I, Section 8, of the Condominium Bylaws. The date, time, and place of the First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. Thereafter, the annual meetings of members of the Association shall be held on September 15th of each succeeding year (or such date of each succeeding year determined by the Board of Directors) at such time and place as shall be determined by the Board of Directors, with at least ten (10) days' notice thereof given to each Co-Owner. At such meetings there shall be elected, by ballot of the Co-Owners, a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Co-Owners may also transact at annual meetings such other business of the corporation as may properly come before them.

Section 3. 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 meetings 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 4. 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 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 found in the notice required to be filed with the Association by Article I, Section 3(e) of the Condominium 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 5. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting for a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a board of three (3) directors, all of whom must be members of the corporation, except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the corporation until a successor Board of Directors is elected at the first meeting of members of the corporation convened at the time required by Article II, Section 2, of these Bylaws. The term of office (except for the Board of Directors elected prior to the First Annual Meeting of members) of each director shall be one (1) year. The director shall hold office until his successor has been elected and holds a meeting.

Section 3. The Board of Directors shall have the following powers and duties:

- (a) To manage and administer the affairs of and maintain the Condominium Project and the common elements thereof.
- (b) To 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), easements, rights-of-way, and licenses (on behalf of the Association and in furtherance of any of the purposes of the Association, including, but without limitation, the lease or purchase of any unit in the Condominium for use by a resident manager).
- (g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by an affirmative vote of more than seventy-five (75%) percent of all the members of the Association, both in number and in value.
- (h) To make rules and regulations in accordance with Article VII, Section 8, of the Condominium 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 make rules and regulations and/or enter into agreements with institutional lenders, the purpose of which is to obtain mortgage financing for the unit Co-Owners.
- (k) To enforce the provisions of the Condominium Documents.

Section 4. Vacancies in the Board of Directors, including the first Board of Directors named in the Articles of Incorporation, caused by any reason other than the removal of a director by a vote of the members of the Association, shall be filled by the vote of the majority of the remaining directors, even though they may constitute even less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of members, the Developer may remove and replace any and/or all of the directors from time to time in its sole discretion.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the Co-Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of the 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 to legally constitute such a meeting, providing a majority of the whole board shall be present.

Section 7. 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 facsimile, at least ten (10) days prior to the date set for such meeting.

Section 8. 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 facsimile, 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 one director.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such a meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board 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 10. 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, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any such 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 the purposes of determining a quorum.

Section 11. The Board of Directors may require that all officers and employees of the Association handling and responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a president, who shall be a member of the Board of Directors, and a joint secretary and treasurer. Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as, in their judgment, may be necessary. Any two offices, except that of president and vice-president, may be held by one person.

Section 2. 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. Upon affirmative vote of the 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 of Directors called for such purpose.

Section 4. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. 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.

Section 5. The secretary-treasurer shall take the place of the president and perform his duties whenever the president shall be absent and unable to act. If neither

the president nor the secretary-treasurer is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis.

Section 6. The secretary shall keep the minutes of all the meetings of the Board of Directors and the minutes of all the meetings of the members of the Association; he shall have charge of the corporate seal and such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.

Section 7. The treasurer shall have responsibilities for the Association's funds and securities and shall be responsible for keeping full and accurate account of all receipts and disbursements in 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 made, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have other duties, powers, and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. The corporation may have a seal which shall have inscribed thereon the name of the corporation, the words "corporate seal", and "Michigan".

ARTICLE VI

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

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

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Board of 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.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance 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) proves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification of which it has approved, the Board of Directors shall notify all Co-Owners thereof.

ARTICLE VIII

AMENDMENT

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by affirmative vote of a simple majority of the Co-Owners present in person, by proxy, or by written vote, as such vote is defined in Article I, Section 3(i) of the Condominium Bylaws.

Section 2. Amendment to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third or more in number of the members of the Association, whether by a meeting of the members or by an instrument in writing signed by them.

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

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of Article VIII, without approval by the State of Michigan, and without recording same in the Office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act 162 of the Public Acts of Michigan of 1982, as amended, and Act 59 of the Public Acts of Michigan of 1978, as amended, with the duly recorded Master Deed of the Condominium and Exhibits "A" and "B" thereto. In the case any of these Bylaws conflict with the provisions of said statutes or with the provisions of said Master Deed or the exhibits thereto, the provisions of the statute and said Master Deed shall control.

ESCROW AGREEMENT

CHERRY RIDGE CONDOMINIUM

THIS AGREEMENT made this 7th day of MAY, 1998 by and between GAR OF TRAVERSE CITY, INC., a Michigan corporation, (the "Developer") and DOUBLE D TITLE COMPANY, a Michigan corporation (the "Escrow Agent");

WITNESSETH:

WHEREAS, Developer intends to establish a land area residential condominium known as CHERRY RIDGE CONDOMINIUM under and in accordance with the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter called the "Condominium Act"); and

WHEREAS, Developer plans to sell lots in CHERRY RIDGE CONDOMINIUM to such persons ("Subscribers") who shall execute and enter into Purchase Agreements substantially in the form attached hereto as Exhibit "A" (the "Purchase Agreement"); and

WHEREAS, all deposits received from Subscribers executing Purchase Agreements are required to be deposited in escrow with a bank, savings and loan association or title insurance company, licensed or authorized to do business in Michigan under and pursuant to the terms and conditions specified by Section 103b of the Condominium Act; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of satisfying the escrow requirement of the Condominium Act; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Deposit of Funds and Other Documents; Investment of Funds.

Developer shall promptly deposit with Escrow Agent all funds received as deposits from Subscribers executing a Purchase Agreement, together with a fully executed copy of each Agreement and, if then available, a signed copy of the receipt of each Subscriber required by Section 84a(3) of the Condominium Act acknowledging receipt of the documents required to be delivered by Section 84a(1) of the Act. If not delivered with the initial deposit of funds, the receipt required by Section 84a(3) shall be promptly delivered by Developer upon receipt of the same. Upon receipt of such funds, Escrow Agent shall place the same in such insured deposit account or certificate of deposit at such bank or other financial institution as Escrow Agent shall determine to be appropriate in the sole and exclusive exercise of its discretion to the end that such funds will be secure as to principal, insured against loss and readily liquid so that they

may be released and disbursed to the Subscriber or Developer as otherwise provided by this Agreement.

2. **Interest Earned Upon Escrowed Funds.** Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

3. **Release of Funds.** Escrow Agent shall hold all funds deposited with it, and all interest earned and accrued thereon, if any, in escrow until the occurrence of one of the conditions set forth below, at which time Escrow Agent shall deliver the principal amount of such escrowed funds and interest accrued to date to the party indicated.

(a) **Voluntary Withdrawal by Subscriber.** If the Subscriber shall withdraw from the Purchase Agreement prior to the time that the Purchase Agreement becomes binding as specified in Paragraph (2) of its general conditions, then within three (3) business days from the date of receipt of notice of such withdrawal from Developer, Escrow Agent shall deliver to the Subscriber the principal amount of the sum deposited pursuant to the Purchase Agreement and shall deliver to Developer all interest earned thereon.

(b) **Default Prior to Purchase Agreement Becoming Binding.** If the Subscriber shall default in performing any obligation of the Purchase Agreement requiring Subscriber's performance prior to the time that the Purchase Agreement becomes binding as set forth in Paragraph (2) of its general conditions, and Developer elects to terminate the Purchase Agreement and so notifies Escrow Agent, then Escrow Agent shall promptly deliver to the Subscriber the principal amount of the sum deposited pursuant to the Purchase Agreement and shall deliver all interest earned thereon to Developer.

(c) **Voluntary Withdrawal by Developer.** If Developer decides not to establish CHERRY RIDGE CONDOMINIUM as a condominium project or not to establish the Subscriber's unit and so notifies Escrow Agent, then Escrow Agent shall deliver all funds deposited pursuant to the Purchase Agreement, together with all interest earned thereon, to the Subscriber.

(d) **Inability to Obtain Financing.** If the Purchase Agreement is contingent upon the Subscriber obtaining a mortgage or other financing and permits the Subscriber to voluntarily withdraw in the event such financing is not obtained

subsequent to the Purchase Agreement becoming binding, and the Subscriber is unable to obtain such financing and duly withdraws as a result thereof, then promptly following receipt of notice from Developer of such withdrawal, Escrow Agent shall deliver to the Subscriber the principal amount of the sum deposited pursuant to the Purchase Agreement and shall deliver to Developer all interest earned thereon unless otherwise specifically provided by the Purchase Agreement, in which case Escrow Agent shall disburse such funds as therein provided.

(e) **Default After Purchase Agreement Becomes Binding.** If, after the Purchase Agreement becomes a binding agreement, either the Subscriber or the Developer shall default in performing their respective obligations therein set forth, and the non-defaulting party provides notice of such default as required by the Purchase Agreement and provides a copy of such notice to Escrow Agent, then following the passage of such grace period, if any, as may be provided by the Purchase Agreement, Escrow Agent shall deliver all funds deposited pursuant to the Purchase Agreement, together with all interest earned thereon, to the non-defaulting party promptly following receipt of a written demand for the same, provided, however, that if prior to the release of such funds Escrow Agent receives a written objection to the notice of default or a written claim of interest in the funds from the alleged defaulting party, then Escrow Agent shall hold or dispose of the funds as provided in Paragraph (7) hereof.

(f) **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a unit covered by a Purchase Agreement from the Developer to a Subscriber (or upon execution of a Land Contract between the Developer and the Subscriber in fulfillment of a Purchase Agreement) Escrow Agent shall release to Developer all sums held in escrow pursuant to such Agreement provided Escrow Agent has confirmed:

(i) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located and which under the terms of the Condominium Documents "must be built" are substantially complete; or

(ii) That, if the elements or facilities referred to in Subparagraph 3(f)(i) above are not substantially complete, sufficient funds to finance substantial completion of such elements or facilities are being retained in escrow or that other adequate security has been arranged as provided in Paragraph (4) below.

Improvements of the type described in Subparagraph 3(f)(i) above shall be substantially complete when certificates of substantial completion have been issued therefor by the Developer and by a licensed professional architect or engineer, as described in Paragraph (6).

(g) Release of Funds for Completion of Incomplete Improvements.

Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

4. **Substitute Security.** Notwithstanding anything in this Agreement to the contrary, Developer may withdraw all or any part of the escrowed funds prior to the occurrence of any of the events set forth in Paragraph (3) above, provided that Developer shall deliver to Escrow Agent, security having, in the judgment of the Escrow Agent, a value equal to the amount of the funds withdrawn, which security may include, without limitation, any irrevocable letter of credit, lending commitment, indemnification agreement or other resource of value which in the judgment of Escrow Agent is sufficient to assure repayment of the funds withdrawn.

5. **Ultimate Disposition of Funds Received for the Completion of Incomplete Elements or Facilities.** Not earlier than nine (9) months after closing the sale of the first unit in a phase of the Condominium Project for which escrowed funds have been retained or for which security has been provided for the substantial completion of the portions thereof labeled as "must be built", Escrow Agent shall, upon the request of the CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION or any interested Co-Owner, notify the Developer of the amount of funds remaining in escrow for such purpose, and of the date determined under this paragraph upon which such funds can be released. In the case of a recreational facility or other facility intended for general common use, not earlier than nine (9) months after the date on which the facility was promised in the Condominium Documents to be completed by the Developer, Escrow Agent shall, upon the request of the CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION or any interested Co-Owner, notify the Developer of the amount of funds remaining in escrow for such purpose, and the date determined under this paragraph upon which such funds can be released. Three (3) months after receipt of a request pertaining to any of the funds described above, the funds that have not yet been released to Developer may be held or disposed of by Escrow Agent as follows:

(i) Escrow Agent may in its sole and absolute discretion undertake completion of any such improvements pursuant to and in accordance with the

plans and specifications therefor as set forth in the Condominium Documents and/or incorporated into Subscribers' Purchase Agreements, as the case may be, for the benefit of all interested parties, including the Developer, and may administer and disburse escrowed funds or security held for construction of the same in such prudent and reasonable manner as may be reasonably necessary;

(ii) Escrow Agent may release such funds or security in accordance with the terms of such written agreement, if any, as may be entered into by and between the Developer and the CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION, provided that such agreement is entered into subsequent to the transitional control date of the Condominium Project;

(iii) With the consent of the Developer and all other interested parties, Escrow Agent may initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding the Developer, the CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION and all other interested parties shall be named as parties. Escrow Agent shall continue to hold all sums in escrow pending the outcome of arbitration, but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any Circuit Court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided below; or

(iv) Escrow Agent may initiate an interpleader action in any Circuit Court in the State of Michigan naming the Developer, the CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION and all other interested parties as parties and deposit all funds or other security in escrow with the Clerk of such Court in full acquittance of its responsibilities under this Agreement.

6. **Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete.** Escrow Agent may require reasonable proof of any event, action or condition stated herein before releasing any funds held by it pursuant to any Purchase Agreement either to a Subscriber thereunder or to the Developer. Whenever Escrow Agent is required hereto to confirm that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans and specifications therefor, it may base such confirmation entirely upon the certificate of a licensed professional architect or engineer to such effect. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities,

structures and improvements for which escrowed funds are being specifically maintained under Subparagraph 3(g) above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Condominium Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent, and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

7. **Conflicting Claims.** If Escrow Agent receives conflicting instructions or claims to the funds, securities or documents held in escrow, then it may take any one or more of the following actions;

(i) It may release all or any portion of the funds to the party which it reasonably determines in good faith to be entitled to receive such funds under other provisions of this Agreement;

(ii) It may hold all or any portion of the funds, securities and documents affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or final Order of a Court of competent jurisdiction; or

(iii) It may initiate an interpleader action in any Circuit Court in the State of Michigan naming all interested parties as parties and depositing all or any portion of the funds, securities and documents affected by the adverse claims with the Clerk of such Court in full acquittance of its responsibilities under this Agreement.

8. **Status and Liability of Escrow Agent.** Upon delivering or applying all funds deposited with it hereunder in accordance with this Agreement, and after performing the obligations and services required by law and in all Purchase Agreements, Escrow Agent shall be released from any further liability under this Agreement and the Purchase Agreements, it being expressly understood that, unless and except to the extent that Escrow Agent undertakes to complete any facilities or improvements in the Condominium Project as permitted by Subparagraph 5(i), liability is limited by the terms and the provisions set forth in this Agreement and the Purchase Agreements. By acceptance of this Agreement, Escrow Agent acknowledges that it is acting in the capacity of a depository and that it is not responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it by Developer, the marketability of title to any unit sold under any Purchase Agreement, or

the nature, extent or quality of construction of any facility or improvement unless completed by Escrow Agent as permitted by Subparagraph (5)(i). Escrow Agent shall not be responsible for the failure of any bank used as a depository for funds received pursuant to this Agreement.

9. **Notices.** All notices required or permitted to be given pursuant to this Agreement and all notices of change of address shall be sufficient if personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the address shown above such party's signature on this Agreement or the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, all notices shall be deemed effective upon mailing or personal delivery, whichever is applicable.

10. **Construction.** This Agreement shall be subject to, and construed in all respects in accordance with, the Laws of the State of Michigan. The words and phrases herein used shall have such meanings, if any, as are ascribed to them by the Condominium Act unless the context in which they are used clearly indicates to the contrary. In the event any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement, so long as practicable, shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

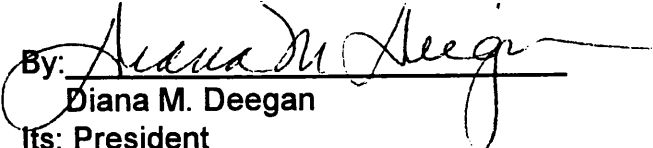
DEVELOPER:

GAR OF TRAVERSE CITY, INC.

By: 
William H. Pollard
Its: President

ESCROW AGENT:

DOUBLE D TITLE COMPANY

By: 
Diana M. Deegan
Its: President

CONDOMINIUM PURCHASE AGREEMENT

CHERRY RIDGE CONDOMINIUM

Condominium Lot No.: _____

WHEREAS, GAR OF TRAVERSE CITY, INC., a Michigan corporation, (hereinafter "Developer") is developing CHERRY RIDGE CONDOMINIUM, a land area condominium project located in the Township of East Bay, Grand Traverse County, Michigan, to consist of up to ninety-four (94) lots in total of a multiphase development, and

WHEREAS, _____,
(hereinafter "Subscriber") wishes to reserve the right to purchase a lot in the project and to participate in the Association of Co-owners formed for the operation and regulation of the common elements of the project.

IT IS AGREED AS FOLLOWS:

Subscriber, in consideration of the mutual promises of other subscribers and other good and valuable consideration, hereby reserves the right to participate in the proposed project by purchasing the above referred condominium lot, together with an undivided interest in the common elements of the project for the purchase price of _____ (\$ _____) Dollars, (the "Purchase Price").

Subscriber agrees that he will pay the Purchase Price as follows:

(a) _____ (\$ _____) Dollars, upon execution of this Agreement (to be held in escrow with Double D Title Company, under an Escrow Agreement, the terms of which are incorporated herein and made a part hereof), provided further, all sums deposited shall be so held in escrow and shall be returned to the subscriber within three (3) business days after withdrawal from this Agreement as provided herein, and

(b) To pay the remaining portion of the Purchase Price as follows:

(1) In cash at closing; or

(2) To pay _____ (\$ _____) Dollars in cash and to finance the balance under a conventional mortgage; or

(3) To pay _____ (\$ _____) Dollars in cash and to pay the balance via a standard land contract calling for

payment within _____(____) years in monthly installments of _____(\$_____) Dollars including interest at the rate of _____(____%) percent per annum; the land contract DOES/DOES NOT amortize; or

- (4) To pay _____(\$_____) Dollars in cash and to pay the balance via a standard purchase money mortgage calling for payment within _____(____) years in monthly installments of _____(\$_____) Dollars including interest at the rate of _____(____%) percent per annum; the purchase money mortgage DOES/DOES NOT amortize.

If Subscriber elects to finance the Purchase Price under a conventional mortgage, he shall make good faith application at his sole cost for a mortgage commitment within ten (10) days after this Agreement becomes a binding purchase agreement pursuant to Paragraph (2) hereof.

Closing on the reserved lot shall occur within ten (10) days after receipt by Subscriber of the Notice described in Paragraph (3) hereof.

Subscriber agrees that, in addition to the Purchase Price, he will be liable after closing for his proportionate share of the Association Assessment for maintenance, repair, replacement and other expenses of Administration as outlined in the Condominium Bylaws.

1. **PLAN AND PURPOSE.**

The Cherry Ridge Condominium Condominium Association has been, or will be, established as a Michigan nonprofit corporation for the purpose of operating and maintaining the common elements of the condominium. Each Co-owner shall be a member of the Association and will be subject to the Bylaws and regulations thereof. Subscriber hereby subscribes to and agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plans of the project and the Articles of Incorporation, Bylaws and Regulations, if any, of the Association, the contents of which documents will be as Developer, in its discretion, deems appropriate, and copies of which will be furnished to Subscriber together with the waiver discussed in Paragraph (2) below.

2. **EFFECT OF AGREEMENT.**

This Agreement shall become a binding purchase agreement upon Developer and Subscriber upon the expiration of nine (9) business days after receipt by Subscriber of the Condominium Documents. However, if Subscriber shall waive the nine (9) business day

period in writing, then this Agreement shall become immediately binding upon the execution of such waiver.

3. **CONVEYANCE OF TITLE.**

In consideration of this Agreement, the Developer agrees to convey to Subscriber good and marketable title to said lot by a Warranty Deed subject to easements and restrictions of record, all pertinent governmental regulations and subject to the instruments mentioned in Paragraph (1) above, upon payment of the remaining portion of the Purchase Price as specified in (b) above. Subscriber agrees to consummate the purchase of said lot from Developer within ten (10) days after Developer has notified Subscriber in writing that it is prepared to tender title and/or possession to him. It is understood that Subscriber will, at the time title and/or possession is conveyed to him, pay all mortgage costs (if applicable) and such other closing costs as are customarily paid by the purchasers of comparable real estate in this jurisdiction and taxes, assessments and insurance will be adjusted to the date of closing.

Taxes will be prorated on a due date basis as if paid in advance. In addition to the Developer's credit for tax proration at the time of closing and in the event that the real property tax bills relative to the condominium property have not yet been split into separate tax bills for each lot by the local tax assessor, Developer may require Subscriber to pay into an escrow account to be maintained by the Association an amount equal to Subscriber's estimated percentage of value share of real estate taxes with respect to the condominium project which will next fall due. Within a reasonable time after closing, Developer, at its expense, will furnish Subscriber with an owner's title insurance policy issued in a face amount equal to the purchase price of the lot. A commitment therefor will be furnished to Subscriber by Developer at or prior to closing.

An amount equal to two (2) months' estimated maintenance assessment plus that amount of the full annual assessment prorated to the date of closing shall be paid in advance by Subscriber to Developer on behalf of the Association at the time of closing as a working capital deposit and Subscriber shall also, if required by Developer, make a proportionate contribution to the Association's insurance reserve at the time of closing.

4. **CANCELLATION RIGHTS OF SUBSCRIBER.**

Unless the Subscriber waives the right of withdrawal, the Subscriber may withdraw from this Agreement without cause and without penalty if the withdrawal is made before conveyance of the lot and within nine (9) business days after receipt of the Condominium Documents and the amounts theretofore paid by him under this Agreement will be refunded to him in full satisfaction and termination of any rights and liabilities of Subscriber and Developer of any sort hereunder and shall wholly cease and terminate.

5. CANCELLATION RIGHTS OF DEVELOPER.

If Developer determines not to establish the Subscriber's lot in the condominium project, then Developer shall so notify Subscriber in writing. In such event, Developer reserves the right to return all sums received for reservation of the right to purchase said lot to Subscriber or his successors, and thereupon, all rights of Subscriber shall cease and terminate without further liability on the part of Developer.

It is understood that Subscriber's credit is subject to approval by Developer and by any proposed mortgagee. In the event that either Developer or such mortgagee determines that Subscriber does not meet credit requirements for participation in the project, then Developer shall return to Subscriber all of the sums paid hereunder and this Agreement shall be deemed null and void and all of Subscriber's and Developer's rights shall cease and terminate without further liability on the part of either party.

The Developer may, at its option, release the obligations of Subscriber under this Agreement in the event Subscriber shall secure another Subscriber who is satisfactory to the Developer. This Agreement is not otherwise assignable.

6. SECURITY FOR COMPLETION.

After expiration of the withdrawal period provided in Paragraph (4), Developer shall be required to retain sufficient funds in escrow or to provide sufficient security to assure completion of all improvements labeled "must be built" in the Condominium Subdivision Plan.

7. ARBITRATION.

At the exclusive option of the Subscriber, any claim which might be the subject of a civil action against the Developer which involves an amount less than \$2,500.00, and arises out of or relates to this Purchase Agreement or the lot or project to which this Agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

8. DEFAULT.

If the Subscriber shall default in any of the payments or obligations called for in this Agreement and such default shall continue for ten (10) days after written notice sent by the Developer to the Subscriber, then, forthwith at the option of the Developer all rights of Subscriber under this Agreement shall terminate. If Subscriber's rights are terminated subsequent to this Agreement becoming a binding purchase agreement pursuant to Paragraph (2) hereof, any amount paid toward the Purchase Price shall be retained by the

Developer as liquidated damages; provided, however, that such liquidated damages shall in no event exceed ten (10%) percent of the Purchase Price specified on page one hereof. If Subscriber's rights terminate prior to the time this Agreement becomes a binding purchase agreement pursuant to Paragraph (2) hereof, all sums paid by Subscriber shall be refunded to him and neither party hereto shall be obligated further.

9. **ORAL REPRESENTATION NOT TO BE RELIED UPON.**

This Agreement will supersede any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.

10. **NOTICES.**

All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

11. **USAGE OF TERMS.**

The pronouns and relative words herein used shall be construed respectively to include the masculine, feminine and neuter genders and the singular and plural numbers unless the context indicates a contrary intention.

12. **THE CONDOMINIUM BUYER'S HANDBOOK.**

Subscriber hereby acknowledges receipt prior to execution of this Agreement of a copy of the Condominium Buyer's Handbook published by the Michigan Department of Commerce.

This Agreement is executed by the parties on the _____ day of _____, 19____. Subscriber hereby acknowledges receipt of a copy of this Agreement and the Escrow Agreement referred to above.

The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

THE PARTIES AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS CONTAINED HEREIN WHICH SUBSCRIBER ACKNOWLEDGES THAT HE HAS READ.

WITNESSES:

SUBSCRIBER

SUBSCRIBER

Address:

DEVELOPER:

**GAR OF TRAVERSE CITY, INC., a
Michigan corporation**

By: _____
William H. Pollard

Its: President

Subscriber's Telephone No.:

Developer's Telephone No.:

EXHIBIT "A"

(Part of Purchase Agreement)

Condominium Lot No.: _____

Address: _____

Subscriber: _____

The following is a list of additional items, changes and/or extra features not shown in the display model or basic lot plan as standard equipment and to be added to the foregoing Condominium Lot. Subscriber will pay the total price shown below for such items within

_____.

- | | | | |
|-----|-------|----|-------|
| 1. | _____ | \$ | _____ |
| 2. | _____ | \$ | _____ |
| 3. | _____ | \$ | _____ |
| 4. | _____ | \$ | _____ |
| 5. | _____ | \$ | _____ |
| 6. | _____ | \$ | _____ |
| 7. | _____ | \$ | _____ |
| 8. | _____ | \$ | _____ |
| 9. | _____ | \$ | _____ |
| 10. | _____ | \$ | _____ |

TOTAL: \$ _____

Dated: _____

_____ Subscriber

_____ Subscriber

WAIVER

The undersigned, for good cause acknowledged by the undersigned, hereby waives the nine (9) business day waiting period from receipt of the condominium documents as provided by the Condominium Act prior to closing of the purchase of Lot No. _____, **CHERRY RIDGE CONDOMINIUM**. The undersigned represents and warrants that he/she is familiar with this project, and has knowingly and intentionally and of his/her own volition waived the nine-day waiting period as provided by the Condominium Act.

Dated: _____

Unit No.: _____

DESIGNATION OF VOTING REPRESENTATIVE

The undersigned, being the Co-Owner(s) of Lot Number ____ in Cherry Ridge Condominium, hereby designates _____, pursuant to Article I, Section 3(e) of the Condominium Bylaws, as the individual representative who shall vote at the meetings of the Association and receive all notices and other communications from the Association on behalf of the undersigned Co-owner(s). The address of such designee is _____.

If the Lot is owned by more than one person then, the foregoing notwithstanding, it is further agreed that either (but no more than one) of the undersigned may be counted for quorum purposes and vote in person at any meeting of the Association unless the undersigned cannot agree as to who shall vote at such meeting, in which event only the above-designated representative may cast such vote.

Dated: _____

Co-Owner

Co-Owner

Address

Address

City State Zip

City State Zip

12/19/2005 03:02:19PM

PAGE 1 OF 8 TXID 34237

PEGGY HAINES
REGISTER OF DEEDS**FIFTH AMENDMENT TO MASTER DEED****FOR****CHERRY RIDGE CONDOMINIUM**

FIFTH AMENDMENT TO MASTER DEED made this ____ day of November, 2005, by **CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation, of P.O. Box 6855, Traverse City, Michigan 49696-6855 (hereinafter referred to as the "Association");

WITNESSETH:

WHEREAS, Gar of Traverse City, Inc., a Michigan corporation, the developer, established **CHERRY RIDGE CONDOMINIUM** as a condominium project pursuant to that certain Master Deed dated May 26, 1998 and recorded May 27, 1998 in Liber 1231, Pages 274 through 333 inclusive, Grand Traverse County Records, as amended by the First Amendment to Master Deed for Cherry Ridge Condominium dated June 30, 1999 and recorded July 14, 1999 in Liber 1340, Pages 883 through 906, Grand Traverse County Records, as amended by the Second Amendment to Master Deed for Cherry Ridge Condominium dated April 5, 2001 and recorded April 6, 2001 in Liber 1488, Pages 026 through 035, Grand Traverse County Records, as amended by the Third Amendment to Master Deed for Cherry Ridge Condominium dated February 13, 2002 and recorded

February 13, 2002 in Liber 1642, Pages 614 through 626, Grand Traverse County Records, and as amended by the Fourth Amendment to Master Deed for Cherry Ridge Condominium dated February 26, 2003 and recorded March 13, 2003 in Liber 1863, Pages 561 through 572, Grand Traverse County Records; and

WHEREAS, the Association, on behalf of all of the Co-Owners, wishes to amend said Master Deed for the purpose of creating a five (5) foot wide irrigation easement through various general common elements of the Project and through lots 34, 35, 36, 25, 24, 23, 22 and 39 for the installation and maintenance of a water well and water irrigation lines for the benefit of the entire Project; and

WHEREAS, Article XII of the Master Deed authorizes amendment in general to the Master Deed for a proper purpose and, pursuant thereto and to Section 90 of the Condominium Act, not less than 2/3rds of the Co-Owners entitled to vote hereon consented to the execution and recording of this Fifth Amendment to Master Deed at the Regular Meeting of the Association duly called and held on February 27, 2003; and

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

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

1. Article IV, Subparagraph A.1 of the Master Deed is amended and restated in its entirety to provide as follows:

A. The general common elements are:

1. The land described in Article II hereof, including the Project signage, the stormwater retention basin areas located within the commons areas, the irrigation water well and water irrigation distribution system, and all roadways, outlots, if any, and access easements, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

2. The Condominium Subdivision Plans attached as Exhibit "B" to the Master Deed of **CHERRY RIDGE CONDOMINIUM** are hereby amended in part and supplemented with the Exhibit "B" attached hereto to this Amendment. Upon recordation in the Office of Grand Traverse County Register of Deeds, said amended and revised sheets shall supplement and be incorporated into the Condominium Subdivision Plan of **CHERRY RIDGE CONDOMINIUM**.

3. In all other respects the provisions of the Master Deed of **CHERRY RIDGE CONDOMINIUM** dated May 26, 1998, as amended by the First Amendment to Master Deed for Cherry Ridge Condominium dated June 30, 1999, as amended by the Second Amendment to Master Deed for Cherry Ridge Condominium dated April 5, 2001, as amended by the Third Amendment to Master Deed for Cherry Ridge Condominium dated February 13, 2002, and as amended by the Fourth Amendment to Master Deed for Cherry Ridge Condominium dated February 26, 2003, as recorded in the Office of the Register of Deeds for Grand Traverse County, Michigan as Condominium Subdivision Plan No. 100, are hereby ratified and reaffirmed.

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

ASSOCIATION:

CHERRY RIDGE CONDOMINIUM
CONDOMINIUM ASSOCIATION,
a Michigan non-profit corporation

By: Kelly Gignilliat
Kelly Gignilliat

Its: President and Director

STATE OF MICHIGAN
County of Grand Traverse }ss

On this 15th day of ~~November~~ ^{December}, 2005, before me, a Notary Public in and for said County and State, personally appeared Kelly Gignilliat, the President and a Member of the Board of Directors of CHERRY RIDGE CONDOMINIUM CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, to me personally known, who, being by me duly sworn, did say that she is the President and a Director of said corporation, the Association of said Condominium Project, and she acknowledged that she has executed said instrument as her free and voluntary act and deed on behalf of said corporation.

Lisa Gattin
(typed name of notary public)

Lisa Gattin
Notary Public, County of Grand Traverse
My commission expires: 09/08/11
Acting County of Grand Traverse

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

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

P8417

LISAGATTIN
Notary Public, State of Michigan
County of Grand Traverse
My Commission Expires 09-08-2011
Acting in the County of Grand Traverse

REPLAT NO. 5

**GRAND TRAVERSE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 100
EXHIBIT B TO MASTER DEED OF**

CHERRY RIDGE CONDOMINIUM

**EAST BAY TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN**

DEVELOPER

GAR OF TRAVERSE CITY, INC.
1347 POLLARD LANE
TRAVERSE CITY, MI 49686

PROPERTY DESCRIPTION

Part of the Southeast 1/4 of Section 30, Town 27 North, Range 10 West, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

BEGINNING at the South 1/4 Corner of said Section 30; thence N 00°14'53" E, 2666.78 feet along the North-South 1/4 Line to the center of Section 30; thence N 89°26'15" E, 913.79 feet along the East-West 1/4 Line to the Northwest corner of Lot 69 of the Recorded Plat of Cherry Ridge Estates No. 2 (Liber 15 of Plats, Page 4); thence along the Westerly Line of said Plat for the next 13 courses, S 00°33'45" E, 203.01 feet; thence S 37°48'12" E, 80.47 feet; thence S 07°43'32" W, 194.61 feet; thence N 89°29'00" W, 100.80 feet; thence S 24°38'34" W, 253.01 feet; thence S 33°49'00" W, 230.00 feet; thence S 40°31'49" W, 25.00 feet; thence S 32°23'40" E, 117.87 feet; thence S 11°04'41" E, 130.00 feet; thence S 34°25'40" E, 126.04 feet; thence S 89°19'44" E, 153.53 feet; thence S 00°17'32" W, 137.32 feet; thence S 80°45'57" E, 209.64 feet (previously recorded as S 80°54'58" E, 209.86 feet) to the right-of-way of Cherry Ridge Commons No. 1; thence S 24°08'11" W, 45.04 feet; thence along a 333.00 foot radius curve to the left for 283.96 feet (central angle = 48°51'28", chord bearing = S 00°17'33" E, chord dist. = 275.43 feet); thence N 80°06'39" W, 36.98 feet; thence S 20°19'35" W, 227.18 feet; thence S 14°17'46" W, 49.48 feet; thence S 38°07'56" W, 100.00 feet; thence S 52°47'41" W, 90.00 feet; thence S 32°49'55" E, 195.63 feet; thence S 62°36'29" W, 140.57 feet; thence along a 30.00 foot radius curve to the right for a distance of 50.62 feet (central angle = 96°40'37", chord bearing = N 69°03'12" W, chord dist. = 44.83 feet); thence S 20°42'54" E, 130.06 feet; thence S 86°34'36" W, 71.47 feet; thence S 25°57'23" E, 248.32 feet, to a point on the South line of said Section 30; thence S 89°32'13" W, 863.74 feet, along said section line to the POINT OF BEGINNING.

Containing 53.37 acres.

Subject to the right of way of Edgcomb Road over the West 33 feet thereof.

Subject to a 36 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, pages 193 and 196.

Subject to a 72 foot wide private easement for Consumers Power Company for transmitting and distributing electricity and/or conducting a communication business, recorded in Liber 1083, page 190.

NOTE:

CHERRY RIDGE CONDOMINIUM IS A MULTIPHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED DATED: NOVEMBER 02, 2005. THESE PROPOSED SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

SHEET INDEX	
SHEET NO.	SHEET TITLE
*1	COVER SHEET
2	UTILITY EASEMENTS
3	SURVEY PLAN
4	SURVEY PLAN (UTILITY EASEMENTS)
*5	SURVEY PLAN (UNITS 1-13, 27-36 & 51-59)
*6	SURVEY PLAN (UNITS 14-19, 21-26 & 37-50)
*6A	SURVEY PLAN (UNITS 20 & 60-83)
7	SITE PLAN (UNITS 1-13, 27-36 & 51-59)
8	SITE PLAN (UNITS 14-19, 21-26 & 37-50)
8A	SITE PLAN (UNITS 20 & 60-83)
9	UTILITY PLAN
10	UTILITY PLAN (CONT.)

* AMENDED SHEETS

Together with a 66 foot wide easement for ingress and egress and the installation and maintenance of public and private utilities, located in part of the Southeast 1/4 of Section 30, T27N, R10W, East Bay Township, Grand Traverse County, Michigan, the centerline of which is more fully described as follows: Commencing at the East 1/4 Corner of Section 30; thence S 89°26'15" W, 827.77 feet along the East & West 1/4 Line of said Section 30; thence S 00°33'45" E, 429.88 feet to the Westerly boundary line of Cherry Ridge Estates (Liber 14 of Plats, pages 85-88) and the Point of Beginning of said easement centerline (said point being the Point of Ending of the centerline of existing Cherry Ridge Drive); thence along a 283.00 foot radius curve to the right (central angle = 83°41'18", chord bearing = N 86°31'15" W, chord dist. = 377.58 feet) for 413.36 feet; thence N 46°09'22" W, 104.64 feet; thence along a 380.00 foot radius curve to the left (central angle = 49°09'11", chord bearing = N 70°43'58" W, chord dist. = 316.09 feet) for 326.00 feet; thence S 84°41'27" W, 137.77 feet; thence along 379.00 foot radius curve to the right (central angle = 02°02'17", chord bearing = S 85°42'35" W, chord dist. = 13.48 feet) for 13.48 feet to the Point of Ending of said easement centerline.

Subject to an easement for ingress & egress located in part of the Southeast 1/4 of Section 30, Town 27 North, Range 10 West, East Bay Township, Grand Traverse County, Michigan, more fully described as follows:

Commencing at the South 1/4 corner of said Section 30; thence N 89°32'13" E, 863.74 feet along the South line of said Section 30; thence N 25°57'23" E, 248.32 feet to the POINT OF BEGINNING; thence continuing N 25°57'23" W, 48.47 feet; thence N 14°56'18" W, 60.86 feet; thence N 69°17'06" E, 66.54 feet; thence S 20°42'54" E, 130.06 feet; thence S 86°34'36" W, 71.47 feet to the POINT OF BEGINNING.

Subject to other easements or restrictions, if any.

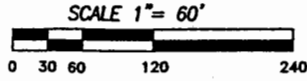
SURVEYOR

Steven P. Bye
STEVEN P. BYE
PROFESSIONAL SURVEYOR NO. 35991
ELMER'S CONSTRUCTION ENGINEERING, INC.
3600 RENNIE SCHOOL ROAD
P.O. BOX 6150
TRAVERSE CITY, MICHIGAN 49696-6150



AMENDED 11-2-05

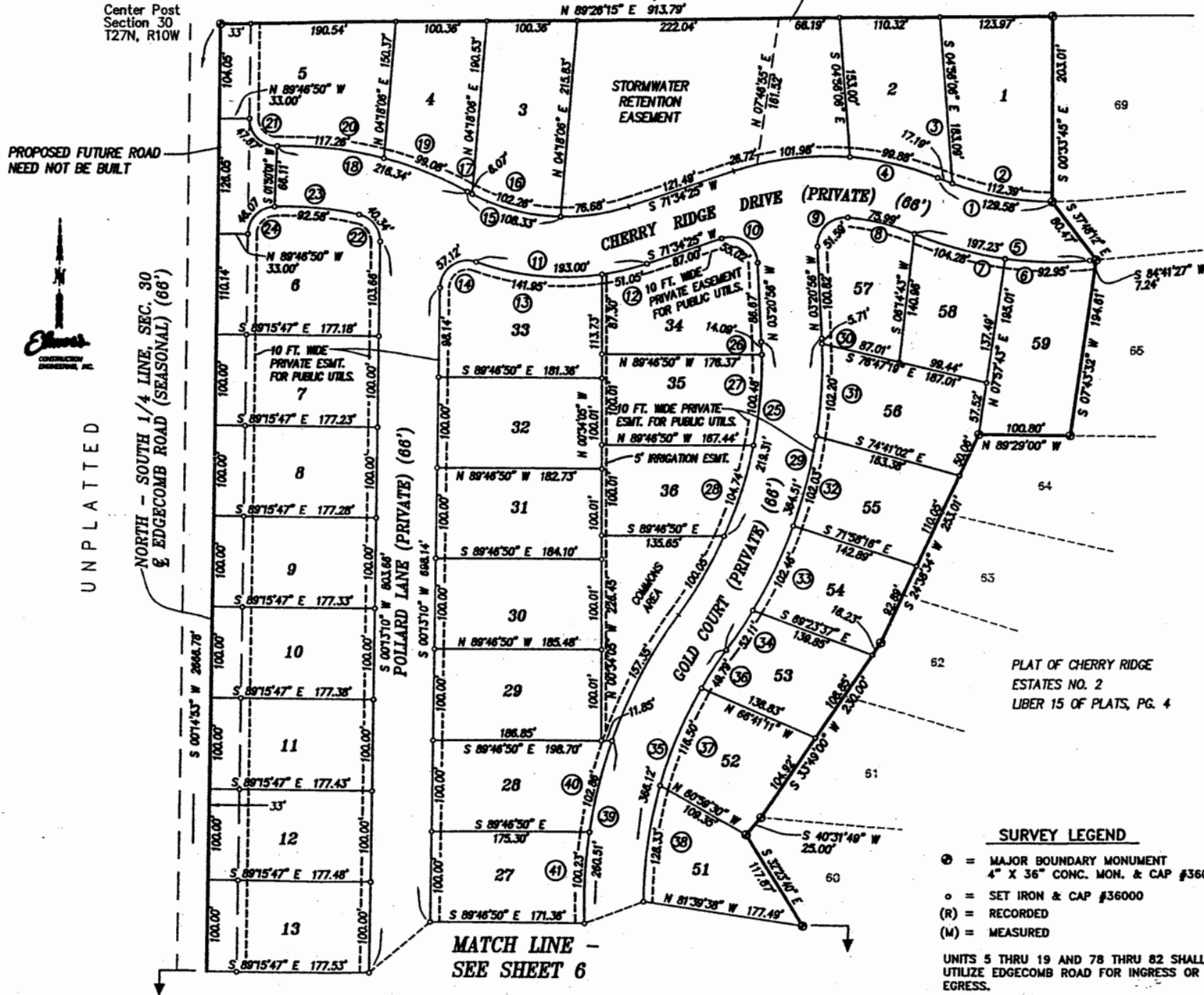
	3600 RENNIE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49696-6150 (616) 943-3443 FAX (616) 943-8975	PROPOSED 5-26-98
	CONSTRUCTION ENGINEERING, INC.	FILE: 290688 EXL_B COVER



UNPLATTED

PROPOSED FUTURE ROAD
NEED NOT BE BUILT

EAST - WEST 1/4 LINE
N 89°28'15" E 913.79'



PROPOSED FUTURE ROAD
NEED NOT BE BUILT

NORTH - SOUTH 1/4 LINE, SEC. 30
& EDGECOMB ROAD (SEASONAL) (66')



UNPLATTED

MATCH LINE -
SEE SHEET 6

PLAT OF CHERRY RIDGE
ESTATES NO. 2
LIBER 15 OF PLATS, PG. 4

SURVEY LEGEND

- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
- = SET IRON & CAP #36000
- (R) = RECORDED
- (M) = MEASURED

UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT
UTILIZE EDGECOMB ROAD FOR INGRESS OR
EGRESS.

THE ENTIRE PROJECT IS CONVERTIBLE AREA.

PROPOSED FUTURE ROADS NEED NOT BE BUILT.

CURVE	DELTA_ANGLE	RADIUS	ARC_LENGTH	CHORD_BEARING	CHORD_LEN
C1	21°27'27"	346.00'	129.58'	S 78°36'33" E	128.82'
C2	18°36'43"	346.00'	112.39'	S 80°01'55" E	111.90'
C3	02°50'44"	346.00'	17.19'	S 69°18'11" E	17.18'
C4	17°43'03"	323.00'	99.88'	S 76°44'20" E	99.48'
C5	27°25'40"	412.00'	197.23'	S 81°53'43" E	195.35'
C6	12°55'33"	412.00'	92.95'	S 88°50'46" E	92.75'
C7	14°30'07"	412.00'	104.28'	S 75°07'56" E	104.00'
C8	16°56'31"	257.00'	75.99'	S 76°21'08" E	75.72'
C9	98°31'33"	30.00'	51.59'	N 45°54'50" E	45.46'
C10	105°04'39"	30.00'	55.02'	S 55°53'16" E	47.63'
C11	37°44'24"	293.00'	193.00'	S 89°33'23" E	189.53'
C12	09°58'58"	293.00'	51.05'	N 76°33'54" E	50.99'
C13	27°45'26"	293.00'	141.95'	S 84°33'54" E	140.56'
C14	109°05'40"	30.00'	57.12'	N 54°45'59" E	48.88'
C15	27°20'34"	227.00'	108.33'	S 75°24'05" E	107.30'
C16	25°48'41"	227.00'	102.26'	S 76°10'01" E	101.40'
C17	01°31'53"	227.00'	6.07'	S 62°29'45" E	6.07'
C18	29°29'05"	420.40'	216.34'	S 76°28'21" E	213.96'
C19	13°30'14"	420.40'	99.08'	S 68°28'55" E	98.85'
C20	15°58'51"	420.40'	117.26'	S 87°13'28" E	116.88'
C21	91°25'39"	30.00'	47.87'	S 45°29'40" E	42.95'
C22	77°02'07"	30.00'	40.34'	S 38°17'54" E	37.37'
C23	14°58'49"	354.40'	92.58'	S 84°17'59" E	92.32'
C24	87°59'23"	30.00'	46.07'	N 44°13'19" E	41.68'
C25	26°54'26"	467.00'	219.31'	N 10°06'17" E	217.30'
C26	01°43'45"	467.00'	14.09'	S 02°29'04" E	14.09'
C27	12°19'40"	467.00'	100.48'	N 04°32'39" E	100.29'
C28	12°51'02"	467.00'	104.74'	N 17°08'00" E	104.52'
C29	39°10'58"	533.00'	364.51'	N 16°14'33" E	357.44'
C30	00°36'48"	533.00'	5.71'	S 03°02'32" E	5.71'
C31	10°59'10"	533.00'	102.20'	N 02°45'28" E	102.04'
C32	10°58'04"	533.00'	102.03'	N 13°44'05" E	101.87'
C33	11°00'49"	533.00'	102.46'	N 24°43'32" E	102.30'
C34	05°36'05"	533.00'	52.11'	N 33°01'59" E	52.09'
C35	44°55'05"	467.00'	366.12'	N 13°22'29" E	356.81'
C36	06°06'30"	467.00'	49.79'	N 32°46'47" E	49.76'
C37	14°17'36"	467.00'	116.50'	N 22°34'44" E	116.20'
C38	15°44'41"	467.00'	128.33'	N 07°33'35" E	127.93'
C39	28°00'13"	533.00'	260.51'	N 04°55'03" E	257.92'
C40	11°03'26"	533.00'	102.86'	N 13°23'27" E	102.70'
C41	10°46'26"	533.00'	100.23'	N 02°28'31" E	100.08'

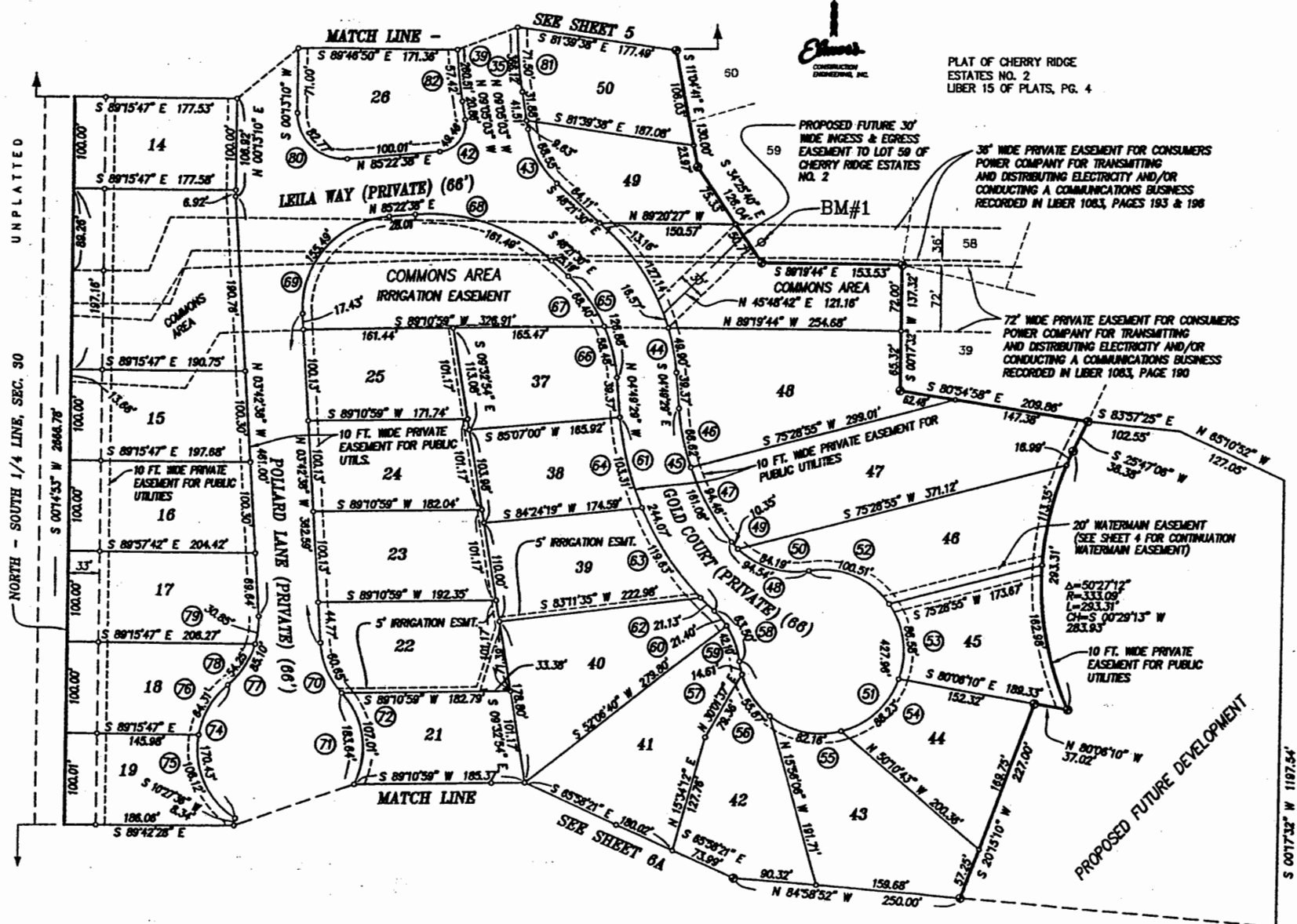
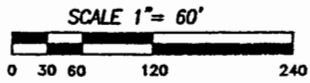


Steven P. Bye
STEVEN P. BYE
PROFESSIONAL SURVEYOR NO. 35991

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 1-13, 27-36 & 51-59)**

AMENDED 11-2-05

	3600 ROWNE SCHOOL ROAD P.O. BOX 8150 TRAVERSE CITY, MI 49606-8150 (616) 943-3443 FAX (616) 943-8975	PROPOSED: 5-26-98 FILE: 290686 EDLJ/SHL5
	<p>ENGINEERING - SURVEYING - INSPECTION - TESTING</p> <p style="text-align: right;">SHEET 5</p>	



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C35	44°55'05"	467.00'	366.12'	N 13°22'29" E	356.81'
C39	28°00'13"	533.00'	260.51'	N 04°55'03" E	257.92'
C42	94°27'41"	30.00'	49.46'	N 38°08'47" E	44.05'
C43	39°16'27"	100.00'	68.55'	S 28°43'16" E	67.21'
C44	12°16'11"	233.00'	49.90'	S 10°57'34" E	49.80'
C45	34°34'00"	267.00'	161.08'	S 22°06'29" E	158.65'
C46	14°17'44"	267.00'	66.62'	S 11°58'21" E	66.45'
C47	20°16'16"	267.00'	94.46'	S 29°15'21" E	93.97'
C48	60°11'04"	90.00'	94.54'	S 69°29'01" E	90.25'
C49	06°35'22"	90.00'	10.35'	S 42°41'10" E	10.35'
C50	53°35'42"	90.00'	84.19'	S 72°46'42" E	81.15'
C51	27°26'45"	90.00'	427.96'	N 36°38'49" E	124.53'
C52	63°59'16"	90.00'	100.51'	S 67°34'55" E	95.37'
C53	55°07'04"	90.00'	86.58'	S 08°01'45" E	83.28'
C54	56°10'19"	90.00'	88.23'	N 47°38'57" E	84.74'
C55	52°18'07"	90.00'	82.16'	S 78°08'51" E	79.33'
C56	35°34'01"	90.00'	55.87'	S 34°12'47" E	54.98'
C57	09°17'58"	90.00'	14.61'	S 11°46'47" E	14.59'
C58	40°25'43"	90.00'	63.50'	S 27°20'40" E	62.20'
C59	26°48'08"	90.00'	42.10'	S 20°31'52" E	41.72'
C60	13°37'35"	90.00'	21.40'	S 40°44'44" E	21.35'
C61	41°59'43"	333.00'	244.07'	S 26°33'40" E	238.65'
C62	03°38'09"	333.00'	21.13'	S 45°44'27" E	21.13'
C63	20°35'00"	333.00'	119.63'	S 33°37'52" E	118.99'
C64	17°46'34"	333.00'	103.31'	S 14°27'06" E	102.90'
C65	43°32'01"	167.00'	126.88'	S 26°35'29" E	123.86'
C66	20°03'56"	167.00'	58.48'	S 14°51'27" E	58.19'
C67	23°28'05"	167.00'	68.40'	S 36°37'27" E	67.93'
C68	46°15'53"	200.00'	161.49'	S 71°29'26" E	157.14'
C69	89°05'16"	100.00'	155.49'	N 40°50'00" E	140.29'
C70	38°36'45"	90.00'	60.65'	S 23°01'01" E	59.51'
C71	116°54'25"	90.00'	183.64'	N 16°17'22" E	153.40'
C72	68°07'20"	90.00'	107.01'	S 08°06'10" E	100.81'
C74	108°29'46"	90.00'	170.43'	S 03°46'54" E	146.08'
C75	67°33'18"	90.00'	106.12'	S 24°15'08" E	100.07'
C76	40°56'28"	90.00'	64.31'	N 29°59'45" E	62.95'
C77	54°10'37"	90.00'	85.10'	N 23°22'40" E	81.97'
C78	34°32'04"	90.00'	54.25'	N 33°11'57" E	53.43'
C79	19°38'33"	90.00'	30.85'	N 06°06'38" E	30.70'
C80	94°50'32"	50.00'	82.77'	S 47°12'06" E	73.63'
C81	08°46'18"	467.00'	71.50'	S 04°41'54" E	71.43'
C82	06°10'21"	533.00'	57.42'	S 05°59'53" E	57.39'


- SURVEY LEGEND**
- ⊙ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
 - = SET IRON & CAP #36000
- UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE
EDGECOMB ROAD FOR INGRESS OR EGRESS.
- THE ENTIRE PROJECT IS CONVERTIBLE AREA.

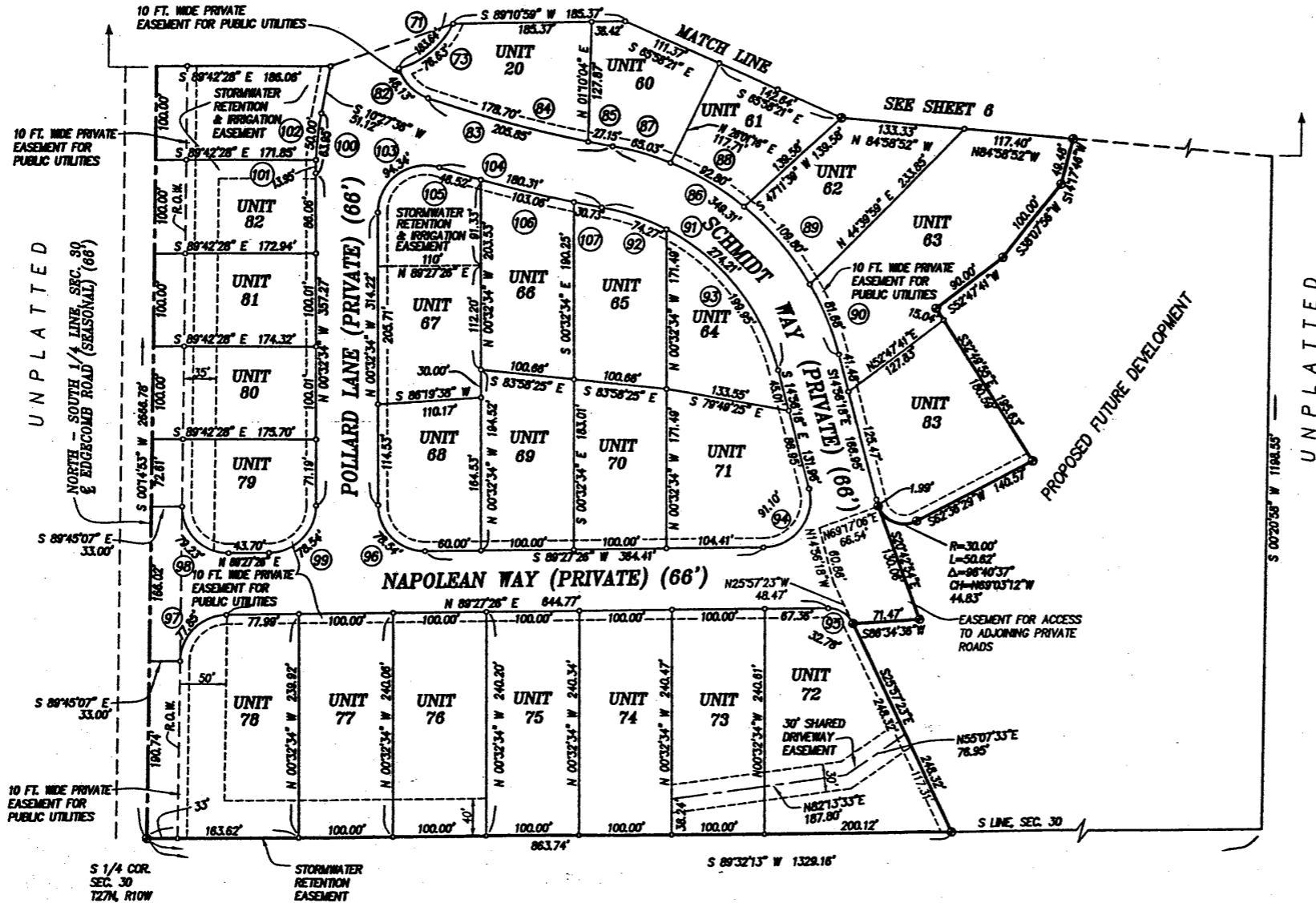
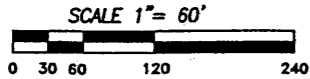


Steven P. Bye
 STEVEN P. BYE
 PROFESSIONAL SURVEYOR NO. 35991

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 14-19, 21-26 & 37-50)**

AMENDED 11-2-05

	3600 RENNE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49966-0150 (616) 843-3443 FAX (616) 843-9975	PROPOSED: 5-26-98 FILE: 290686 EDL_A_SLS
	SHEET 6	



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LEN
C71	116°54'25"	90.00'	183.64'	N 161°7'22" E	153.40'
C73	48°47'04"	90.00'	76.63'	N 50°21'02" E	74.34'
C82	52°51'37"	50.00'	46.13'	S 44°27'24" E	44.51'
C83	09°14'35"	1276.00'	205.85'	S 75°30'30" E	205.62'
C84	08°01'26"	1276.00'	178.70'	S 74°53'56" E	178.55'
C85	01°13'09"	1276.00'	27.15'	S 79°31'13" E	27.15'
C86	65°11'29"	307.00'	349.31'	S 47°32'03" E	330.77'
C87	12°08'09"	307.00'	65.03'	S 74°03'43" E	64.90'
C88	17°19'08"	307.00'	92.80'	S 59°20'04" E	92.45'
C89	20°29'31"	307.00'	109.80'	S 40°25'44" E	109.22'
C90	15°14'39"	307.00'	81.68'	S 22°33'38" E	81.44'
C91	65°11'29"	241.00'	274.21'	S 47°32'03" E	259.66'
C92	17°39'22"	241.00'	74.27'	S 71°18'07" E	73.97'
C93	47°32'08"	241.00'	199.95'	S 38°42'22" E	194.26'
C94	104°23'44"	50.00'	91.10'	N 37°15'34" E	79.01'
C95	64°35'11"	29.09'	32.79'	S 58°14'59" E	31.08'
C96	90°00'00"	50.00'	78.54'	S 45°32'34" E	70.71'
C97	89°12'33"	50.00'	77.85'	N 44°51'10" E	70.22'
C98	90°47'27"	50.00'	79.23'	S 45°08'50" E	71.20'
C99	90°00'00"	50.00'	78.54'	N 44°27'26" E	70.71'
C100	11°00'10"	333.00'	63.95'	N 04°57'31" E	63.85'
C101	02°24'03"	333.00'	13.95'	N 00°39'27" E	13.95'
C102	08°36'07"	333.00'	49.99'	N 06°09'33" E	49.95'
C103	108°06'39"	50.00'	94.34'	N 53°30'46" E	80.96'
C104	07°41'53"	1342.00'	180.31'	S 76°16'51" E	180.17'
C105	01°59'10"	1342.00'	46.52'	S 73°25'30" E	46.52'
C106	04°23'59"	1342.00'	103.06'	S 76°37'04" E	103.03'
C107	01°18'44"	1342.00'	30.73'	S 79°28'26" E	30.73'

SURVEY LEGEND

- ⊕ = MAJOR BOUNDARY MONUMENT
4" X 36" CONC. MON. & CAP #36000
 - = SET IRON & CAP #36000
- UNITS 5 THRU 19 AND 78 THRU 82 SHALL NOT UTILIZE EDGEComb ROAD FOR INGRESS OR EGRESS.
THE ENTIRE PROJECT IS CONVERTIBLE AREA.



Steven P. Bye
STEVEN P. BYE
PROFESSIONAL SURVEYOR NO. 35991

**CHERRY RIDGE CONDOMINIUM
SURVEY PLAN (UNITS 20 & 60 - 83)**

AMENDED 11-02-05

Elmer's CONSTRUCTION ENGINEERING, INC.	3600 RENNE SCHOOL ROAD P.O. BOX 6150 TRAVERSE CITY, MI 49699-8159 (810) 343-3443 FAX (810) 343-8975	PROPOSED: 6-16-99 FILE: 290686 EXL_A_SLA
	ENGINEERING - SURVEYING - INSPECTION - TESTING	SHEET 6A