

	05/10/94	111#4600	A33
		DEED	\$181.00
MASTER DEED	05/10/94	111#4600	A33
		STATE REDEM FEE	\$2.00
RIVERSIDE POINTE CONDOMINIUM	05/10/94	111#4600	A33
		TAX CERTIFICATE	\$1.00

This Master Deed is made and executed on this 28th day of April, 1994, by Eagle Pointe Associates Limited Partnership, a Michigan limited partnership, (hereinafter referred to as "Developer"), whose address is 41700 Conger Bay Drive, Harrison Township, Michigan 48045 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Riverside Pointe Condominium, Berrien County Condominium Subdivision Plan No. 90. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

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

I HEREBY CERTIFY, That there are no Tax, Liens or Taxes held by the State or any individual against the within description, and all Taxes on same are paid for two years previous to the date of this instrument, as required by the records in my office. This certificate does not apply to taxes, if any, now in process of collection. Also except, Teller's Special Assessments, if any, under Act No. 225, Public Act of 1976, as amended, and any Specific Tax, (i.e. car-pooling Zone).

Carl Stelm
Berrien County Treasurer

Date MAY 10 1994

No. 6954

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6-22-1994 11:28 AM 111#4600-9

A parcel of land located in the Township of St. Joseph, County of Berrien more particularly described as:

SEE LEGAL DESCRIPTIONS ATTACHED TO THIS MASTER DEED AS PAGES 24 through 26 AND PRECEDING THE BYLAWS

Furthermore, Developer, by recording this Master Deed, grants to the Co-owners, their successors and assigns, invitees and tenants, the non-exclusive beneficial utility and access easements described as Easement A on pages 27 through 28, Easement B on pages 29 through 31, and Easement C on pages 32 through 34 and also grants to the Co-owners, their successors and assigns, invitees and tenants, and the Association the non-exclusive beneficial utility and access easements as referred to in the Master Deed for Eagle Pointe Harbor Club, recorded as set forth above, all of which shall be used in common with owners, tenants, and invitees of the land burdened by the easements.

ARTICLE III DEFINITIONS

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

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Riverside Pointe Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land (including any submerged lands) described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Riverside Pointe Condominium as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Riverside Pointe Condominium, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Co-owner or Owner. "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. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. Developer. "Developer" means Eagle Pointe Associates Limited Partnership, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns including any successor developer(s) under section 135 of the Act. All successor developers under Section 135 of the Act shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 11. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project. For the purposes of this Section 11, the term "Developer" shall also mean any successor developer(s) as defined in Section 135 of the Act.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are sold, whichever first occurs.

Section 13. Marina Advisory Committee. "Marina Advisory Committee" means a committee which shall be composed of three (3) Co-owners of Marina Units, as defined in Section 15(b), who shall be elected, under Article X of the Bylaws, by a vote of the Co-owners of Marina Units for the purpose of advising the Board of Directors of the Association with respect to matters related to the Marina Units and the use, maintenance, repair, replacement, insurance and assessment of expenses for the Marina Units.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit", when used without modification, each mean a single Unit (Building Site Unit or Marina Unit boat slip) in Riverside Pointe Condominium, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

(a) Building Site Unit. Any references in the Condominium Documents to "Building Site Units" shall refer only to those Units which are building sites on which dwellings may be constructed and which are not Marina Units as defined below in Article II, Section 15(b). Building Site Units are Units 1 through 29 as set forth on the Condominium Subdivision Plan, Exhibit B to the Master Deed.

(b) Marina Units. Any references in the Condominium Documents to "Marina Units" shall refer only to those Units which are marina slips and are not building sites on which dwellings may be constructed and are not Building Site Units as defined in Article III, Section 15(a). Marina Units are Units 30 through 51 as set forth on the Condominium Subdivision Plan, Exhibit B to the Master Deed.

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

ARTICLE IV COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof, including the roads, seawalls, sidewalks and certain open water located within the Condominium, and other common areas, if any, not identified as Limited Common Elements and the easement rights granted to the Association and Co-owners for utilities, ingress, egress, parking and other matters as shown on Exhibit B.

(b) Electrical. The electrical transmission lines and transformers, if any, throughout the Project, up to the point at which service leads leave the service mains to provide connections for service of Units and dwellings.

(c) Water. The water distribution system throughout the Project up to the point of lateral connections for Unit service.

(d) Sanitary. The sanitary sewer service system throughout the Project up to the point of lateral connections for Unit service.

(e) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(f) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(g) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(h) Storm Drainage System. The storm water drainage system throughout the Project.

(i) Entrance Areas. The entrance areas to the Condominium.

(j) Sprinkler System. Any sprinkler system(s) installed by the Developer to serve general common lawn areas shall be General Common Elements to be maintained, repaired and replaced by the Association. However, Co-owner(s) of designated Unit(s) will be required to connect electrical systems to the timer and controls which will operate the sprinklers and the Association will have an easement for the purpose of maintaining and operating the sprinkler system and the supporting electrical system. The Unit(s) burdened by this responsibility are listed below in Section 3.

(k) Sidewalks. The sidewalks, if any, contained within the road rights of way in the Project and such other sidewalks which serve the project generally and which are not Limited Common Elements as set forth on Exhibit B.

(l) Condominium Boat Basin. The Condominium Boat Basin as set forth on Exhibit B is a General Common Element.

(m) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Lateral Connections. The lateral connections for utility service referred to in Sections 1(b), 1(c), 1(d), 1(e), 1(f) and 1(g) are Limited Common Elements limited in use to the Unit(s) which they serve. Provided, however, that the Marina Units will not necessarily be served by sanitary, telephone, gas or telecommunication service leads and no promise or warranty is made or implied that they will be so served.

(b) Seawalls/Catwalks/Pilings/Docks. Portions of seawalls, catwalks, pilings, docks, and/or finger piers, as designated on Exhibit B to this Master Deed are Limited Common Elements appurtenant only to the Marina Unit or Units which they serve.

(c) Parking Spaces. Certain parking spaces as shown on Exhibit B are Limited Common Elements appurtenant to the Units which they serve.

(d) Certain Sidewalks. The sidewalks adjoining portions of Units 1, 28 and 29, as set forth on Exhibit B, are Limited Common elements appurtenant to the Units which they serve.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Building Site Units depicted on Exhibit B. Various appurtenances to such dwellings may be constructed only with the prior approval of the Developer and/or the Association and the Co-owner must also obtain any necessary municipal approvals. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenances to each dwelling in a Building Site Unit, or boat in a Marina Unit, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Units and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association shall not have approval rights over the type of boats moored in the Marina Units except as expressly set forth in the Bylaws.

(ii) Utility Services. All costs of electricity, sanitary sewers, water, natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the Co-owner of the Unit to which such services are furnished.

During the initial portion of the Development and Sales Period, and in all likelihood, on a permanent basis, the water and electrical service to the Marina Units will be provided to the Marina Units under a separate contractual arrangement between the Association and the operator of the adjoining marina. Charges for those services will be collected by the Association from the Marina Unit Co-Owners and remitted to the marina operator.

If, in the future, water, electric or other utility services for Marina Units are provided through the Association and metered to the Association's "house" meter, the Marina Units

shall pay the proportionate share of those utility charges under an equitable formula established by the Board of Directors with the advice of the Marina Advisory Committee provided for in the Bylaws; provided, however, that the Board shall be the final arbitrator of the appropriate charges.

(iii) Landscaping. Each Co-owner shall be responsible for the initial installation of landscaping in his or her Unit, yard area, and the area between the yard area and the pavement of roads within the Project and the public roads (if any) outside of the Project. Unless the Association undertakes such responsibility as provided for below, Co-owners shall be responsible for and bear the costs of, maintenance, repair and replacement of all landscaping installed in their respective Units and appurtenant yard areas including lawns. General Common Element landscaping installed by the Developer shall be maintained, repaired and replaced by the Association. Provided, however, that the Association, acting through its Board of Directors, may undertake reasonably uniform maintenance of lawns and landscaping within any Units if the Board determines that it is in the best interests of the Association and Co-owners. Such lawn or landscaping maintenance shall be undertaken in the manner determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing right, the Association shall have no obligation to maintain, repair or replace any landscaping, flowers shrubs or similar landscaping. If the Association undertakes the lawn and landscaping responsibilities, it may, nonetheless, discontinue such services at any time if the Board of Directors, in its sole discretion, deems it is in the best interests of the Association to do so. The costs such lawn and landscape maintenance for the Building Site Units shall be charged to the Building Site Units only.

(iv) Responsibilities for Costs of Services to Some General Common Elements. The Co-owner(s) of Unit 20 will be responsible for providing the water and electrical power for the gazebo (if built), lights for the gazebo area (if installed, sprinklers, timers and operating controls (if installed) for the systems which supply electricity and water to gazebo area adjoining Unit 20. They shall be reimbursed in an equitable fashion by the Association for the cost of water and electrical power used for such service based on the rated consumption of the sprinklers and electrical appliances and their hours of operation. The Co-owner(s) of Unit 20 shall be required to connect their electrical supply system to the appliances which have been or will be installed to serve the gazebo area. The Association shall be charged with all other expenses associated with repair, replacement and maintenance of the gazebo lights, electrical systems, and sprinkler systems.

(b) Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to dwellings, boats and their appurtenances located within the Condominium Units or of the Limited Common Elements appurtenant thereto, except as otherwise provided

herein. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(i) In order to assure uniform maintenance, repair and replacement of the improvements appurtenant to the Marina Units, the Association shall be charged with the repair, replacement and maintenance of the Limited Common Element seawalls, catwalks, pilings, docks and finger piers described in Article IV, Section 2(b). The costs of repair, replacement, dredging and maintenance of those Limited Common Elements shall be borne by the Co-owners of the Marina Units to which they are appurtenant. Marina Unit Co-owners shall neither be entitled nor required to maintain those Limited Common Elements, but they shall be assessed for the costs of such maintenance, repair and replacement and the Building Site Units shall not share in those expenses.

(c) Private Roads. The private roads referred to in Article IV, Section 1(a) above will be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association shall not be responsible for the maintenance, repair or replacement of the driveways which serve the Units.

(d) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

(e) Irrigation and Electrical Systems for General Common Elements and Entrance Ways. The Association shall be responsible for the repair, replacement and maintenance of the electrical and irrigation systems within the General Common Elements, if any such systems are installed, including all electrical appliances such as timers and controls which operate the respective systems, wherever they may be located.

(f) Improvements in Wetland or Floodplain Areas. Pursuant to applicable Sections of Article VI of the Bylaws, improvements made in the wetlands or floodplain areas, if any, located in the Project, pursuant to duly acquired authorization and permits, shall be maintained and replaced at the expense of the Co-owner making such improvements.

(g) Additional Maintenance Services. Any additional services performed at the request of individual Co-owners by maintenance or lawn service companies which may be retained by the Association will be charged separately to the requesting Co-owner.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications, described above may be owned by the local public authority or by the company

that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sanitary, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units or appurtenant Limited Common Element. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units and their respective Limited Common Elements.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her 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. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

ARTICLE V UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Riverside Pointe Condominium as prepared by Abonmarche Consultants, Inc., and attached hereto as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the Planning Department for the Township of St. Joseph. All dwellings must be constructed within the Building Site Units as depicted on Exhibit B and all boats must be kept within the Marina Units.

Section 2. Percentage of Value. The percentage of value assigned to each Building Site Unit in Riverside Pointe Condominium shall be equal to all other Building Site Units (with the exception of Unit 1, as noted below) and the percentage of value for each Marina Unit shall be equal to all other Marina Site Units. The determination that percentages of value should be essentially equal for each type of Unit in a class was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units within each class insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%. The exact percentages of value are set forth below. Building Site Unit No. 1 was assigned a slightly higher percentage of value compared to the other Building Site Units due to the fact that it is the largest Building Site Unit and for the further purpose of assuring that the total percentage of value for the Project equals 100%. In making the determination assigning the percentage of value attributable to the classes of Building Site Units and Marina Units, the

total percentage attributable to the class was based upon the comparative characteristics of Units within a class and the differing characteristics of the two classes.

Section 3. Percentage of Value Assignments. Set forth below are the percentages of value assigned to each Unit and the Unit number, the Unit type, and the sub-total percentage of value assigned to each class of Units.

<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage of Value</u>	<u>Sub-total Percentage of Value</u>
1	Building Site	2.647	
2	Building Site	2.646	
3	Building Site	2.646	
4	Building Site	2.646	
5	Building Site	2.646	
6	Building Site	2.646	
7	Building Site	2.646	
8	Building Site	2.646	
9	Building Site	2.646	
10	Building Site	2.646	
11	Building Site	2.646	
12	Building Site	2.646	
13	Building Site	2.646	
14	Building Site	2.646	
15	Building Site	2.646	
16	Building Site	2.646	
17	Building Site	2.646	
18	Building Site	2.646	
19	Building Site	2.646	
20	Building Site	2.646	
21	Building Site	2.646	
22	Building Site	2.646	
23	Building Site	2.646	
24	Building Site	2.646	
25	Building Site	2.646	
26	Building Site	2.646	
27	Building Site	2.646	
28	Building Site	2.646	
29	Building Site	2.646	76.735
30	Marina Site	1.0575	
31	Marina Site	1.0575	
32	Marina Site	1.0575	
33	Marina Site	1.0575	
34	Marina Site	1.0575	
35	Marina Site	1.0575	
36	Marina Site	1.0575	
37	Marina Site	1.0575	
38	Marina Site	1.0575	
39	Marina Site	1.0575	
40	Marina Site	1.0575	
41	Marina Site	1.0575	
42	Marina Site	1.0575	
43	Marina Site	1.0575	

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44	Marina Site	1.0575	
45	Marina Site	1.0575	
46	Marina Site	1.0575	
47	Marina Site	1.0575	
48	Marina Site	1.0575	
49	Marina Site	1.0575	
50	Marina Site	1.0575	
51	Marina Site	1.0575	23.265
TOTAL		100.000%	100.00%

Section 4. Separate Budgets for Marina Units and Building Site Units. To the extent it is practical, the Board of Directors of the Association shall establish separate budgets for the Marina Units and the Building Site Units. Those budgets shall take into account the maintenance, repair, replacement and reserve expenses for the respective Unit types in a manner consistent with the Bylaws and the Act. The budgets shall also include appropriate contributions by the Building Site Unit Co-owners and the Marina Unit Co-owners for any expenses which are incurred for services, facilities or improvements which benefit the overall project and all Co-owners, regardless of Unit type. It is expected that the respective budgets shall be separate for each Unit type. The Marina Unit budget shall be formulated with the advice of the Marina Advisory Committee. Provided, however, that the Board of Directors of the Association shall be the final arbiter of all matters with respect to the Marina Units and Building Site Unit budgets.

ARTICLE VI EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of the Project and consisting of 51 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 300 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the parcels of land, more particularly set forth as the Area of Future Development on Pages 35 through 37 of this Master Deed.

(hereinafter all referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of Units (Marina Unit or Building Site Units) within it. The location, nature, appearance, design and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of St. Joseph. All such improvements shall be reasonably compatible with the improvements in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential or marina use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its

discretion, establish all or a portion of said area of future development as a rental development, a marina development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 51 Units on the land described in Article II, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the project all or some portion of the land described in Article II except that in no event may the project consist of fewer than two (2) Units plus any land and improvements supporting the Units may not be withdrawn from the Project. Furthermore, any land added under Article VI above, shall be deemed to be part of the contractible area under Article VII (hereinafter referred to as "contractible area").

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a marina development, a separate rental development, single family home development, condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the

boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. Provided, however, that all such modifications must be made in conformity with applicable local ordinances.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE IX
OPERATIVE PROVISIONS

Any expansion, contraction, or subdivision or consolidation of Units in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction, or subdivision or consolidation of Units in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such 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, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Plans. The Developer further reserves the right to amend and alter the layout and design Units described in the Condominium Subdivision Plan attached hereto. The nature, design and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered Units deviate substantially from the general development plan approved by the Township of St. Joseph. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential or marina use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in

the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of an improvement, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements contained therein for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easements Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it or its successors and assigns and also for purposes of access to any adjoining land which may now be owned by the Developer and to other residential or marina projects within the area of future development by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article, and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of said main service roads and any portion of said area of future development or any adjoining land which may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All expenses of maintenance, repair, replacement and resurfacing of any main service road shall be borne by all residential or marina developments the closest means of access to a public road of which is over such road. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of the above expenses with respect to each main

service road which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of completed Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other completed dwelling or marina units in developments the closest means of access to a public road of which is over such main service road. Developer may, by a subsequent instrument, prepared and recorded in its discretion, without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so.

(b) Dedication to the Public. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Project, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto recorded in the County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII and any adjoining land which may be owned by the Developer or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, 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. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII and any adjoining land which may be owned by the Developer which are served by such mains. 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 numerator plus all other dwelling or marina units in the land described in Articles VI and VII and any adjoining land which may be owned by Developer that are served by such mains.

(d) Granting of Utility Easements. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to

transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Berrien County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer during the Development and Sales Period.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Article II and Articles VI and VII hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to Common Elements, any Unit and/or its appurtenant Limited Common Elements, provided however that this shall not be deemed to grant the Association access to dwelling or boat located within a Unit.

Section 5. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium including without limitation an easement over all Common Elements and Units for maintenance, repair and replacement; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-Owner thereof to gain entrance to the interior of any dwelling or garage located within a Building Site Unit or a boat with a Marina Unit. While it is intended that each Building Site Unit Co-owner and Marina Unit Co-Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the dwelling or boat and all other appurtenances and improvements constructed or otherwise located within his or her Unit and its Limited Common Elements unless otherwise provided herein, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his dwelling or safely maintain his or her boat or any Common Elements

appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit (be a Building Site Unit or a Marina Unit) or any improvements or boats or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair the Unit (including the exteriors of any structures or boats located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for cable television, fiber optic communication, satellite transmission, "broadcast cable", telecommunications, videotext, broad band cable, satellite dish, earth antenna, data links and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Vehicle Access Easement. There shall exist for the benefit of the Township of St. Joseph, the United States Postal Service, any public service agency and/or any emergency service agency, an easement over all roads

in the Condominium for use by the Township, United States Postal Service, any public service agency, emergency and/or personnel vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. In the event that the easements granted in the Section 7 are impaired or obstructed by the Association or a Co-owner, the Township of St. Joseph may, after giving reasonable written notice to the Association and the Co-owner involved (if any) and a opportunity to cure, undertake such reasonable measures as may be necessary to remove the obstruction or impediment which remedies may include but are not limited to the right to seek equitable relief from a court of competent jurisdiction. These easements shall continue in perpetuity.

ARTICLE XI AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee, Mortgage Insurer and Mortgage Guarantor Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, mortgagee insurers or mortgage guarantors, then such amendments shall require the approval of 66-2/3% of all first mortgagees, insurers of the first mortgagee and guarantors of the first mortgages of record allocating only one vote for each mortgage held. No more than one vote may be cast per first mortgage, regardless of the number of mortgagees, insurers and guarantors having such an interest in the first mortgage.

Section 3. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners and mortgagees, allocating one vote for each unit on which a mortgage is held.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XII

ASSIGNMENT

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

ARTICLE XIII

REPAIRS, MAINTENANCE, TAXES AND INSURANCE AS TO EASEMENT AREAS AND FACILITIES ON AREA OF FUTURE DEVELOPMENT

Section 1. Easements over Area of Future Development for Benefit of Riverside Pointe. The Project as initially constituted and as may be expanded, is part of a portion of an existing marina facility owned by Developer and, therefore, Developer has granted certain easements to the Association as set forth in this Master Deed. Such easements are for (i) the

non-exclusive ingress and egress to the Project over both land and water portions of the real property described in Article II; (ii) the non-exclusive use of certain parking areas located on the Area of Future Development (which is also part of the "Additional Land" land referred to in the Master Deed for Eagle Pointe Harbor Club); and (iii) providing utilities to the Project. From time to time, such easement areas and improvements thereon may require repairs, maintenance and replacement including but not limited to resurfacing as to drives and parking areas, as well as dredging of canals and waterways providing access to St. Joseph River and/or other bodies of water. In addition, Developer may retain individuals to staff a guardhouse which may be located on the Area of Future Development for the benefit of the Condominium, the adjoining Eagle Pointe Harbor Club Condominium, and the remainder of the marina. To the extent that any amenities or improvements located in the Area of Future Development are made available to Co-owners of the Project, the Developer shall be reimbursed by the Association for the cost of the operation and/or maintenance thereof as set forth in Article XII(B) of the Master Deed of Eagle Pointe Harbor Club Condominium as recorded in Liber 70, Pages 1 through 76 and First Amendment to the Master Deed as recorded in Liber 70, Pages 100 through 159, Berrien County Records.

Section 2. Expense Sharing Consistent with the Master Deed for Eagle Pointe Harbor Club Condominium, the easements granted in it, and the maintenance sharing provisions of Article XII of that Master Deed, the Developer shall be responsible for all of the repairs, maintenance and replacements of the improvements to the easements located in the Area of Future Development and the personnel costs in connection therewith, but shall be reimbursed therefor by the Riverside Pointe Association for its prorata share of those costs. The Master Deed for Eagle Pointe Harbor Club bases the expense sharing ratios on the number of marina slips in a project. Therefore, consistent with that formula, the prorata share of costs of repairs, maintenance and replacements and personnel/operating costs shall be determined by dividing the number of Marina Units in the Project (which is 22) by the sum of (i) the Marina Units contained in this Condominium Project and (ii) the Limited Common Element marina slips in the Eagle Pointe Harbor Club Condominium and (iii) the total number marina slips on the Area of Future Development and then multiplying the result by 150%. Based upon the initial phase of this Project, the ratio is 22 Marina Units/ 473 marina slips or $22/473 \times 150\%$ which equals 6.98%, as the Association's share. Such ratio shall change if the Project is expanded pursuant to Article VI hereof or contracted pursuant to Article VII hereof or if additional boat wells or marina slips are constructed on the Area of Future Development.

Section 3. Tax Reimbursement. In addition, Developer shall be required to pay real property taxes and assessments on the aforesaid easements located on the Area of Future Development and to insure same against ordinary perils and for public liability. Developer shall pay such taxes, assessments and insurance, but shall be reimbursed therefor by the Association for its prorata share thereof. Such prorata share of insurance shall be the same as set forth in Article XIII, Section 2. The Association's share of such taxes and assessments is 6.98% thereof. This figure was determined as set forth in Article XIII, Section 2, above.

Section 4. Repayment Schedule. The Association shall reimburse Developer for the Association's prorata share of the repairs, maintenance, replacements, personnel costs, taxes, assessments, insurance and services mentioned in this Article XIII on a quarter annual basis, based upon Developer's actual cost thereof, including payroll and other employment taxes as to personnel, plus an administrative fee equal to 15% of such costs. Should the Association default in payments due to the Developer, Developer shall have, in addition to other legal remedies available to it, (i) the right of a lien against all of the Units; and (ii) the right to hold each Co-owner liable for his or her share of the sums due Developer from the Association based upon the percentage of value set forth in Article V of this Master Deed.

Section 5. Expenses of Maintenance of Watercraft Maneuvering Easement Burdening Riverside Pointe Condominium Boat Basin. Part of the Condominium Boat Basin for this Project is burdened by the so called "Watercraft Maneuvering Easement" referred to in the Master Deed for Eagle Pointe Harbor Club Condominium. As noted above, the Co-owners of Units in Eagle Pointe Harbor Club Condominium and the Co-owners of Units in this Project will be responsible for sharing the expenses associated with the Watercraft Maneuvering Easement as provided for in Article XIII of this Master Deed and Article XII of the Master Deed for Eagle Pointe Harbor Club Condominium. Therefore the Association's share of expense is currently is 6.98%. This figure was determined as set forth in Article XIII, Section 2, above.

Section 6. Watercraft Maneuvering Rights over Eagle Pointe Harbor Club Boat Basin. As provided for in Article IX, Section 15, of the Master Deed for Eagle Pointe Harbor Club Condominium, the Developer has reserved rights over the canals and waterways in Eagle Pointe Harbor Club Condominium for the benefit of this Project and other land within the Area of Future Development.

WITNESSES:

EAGLE POINTE ASSOCIATES LIMITED
PARTNERSHIP, a Michigan limited
partnership

Elizabeth Zalewski
ELIZABETH ZALEWSKI

Kathleen M. Smith
KATHLEEN M. SMITH

By: Eric C. Foster
Eric Foster, General Partner

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STATE OF MICHIGAN)
)SS
COUNTY OF MACOMB)

On this 28th day of April, 1994, the foregoing Master Deed was acknowledged before me by Eric Foster, the General Partner of EAGLE POINTE ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of the limited partnership

C. Scott Nichols

C. SCOTT NICHOLS

Notary Public, County, Michigan WAYNE, ACTING IN
My commission expires: 11/17/96 MACOMB

Master Deed drafted by:

Gregory J. Gamalski of
Maddin, Hauser, Martell, Roth,
Heller & Pesses, P.C.
28400 Northwestern Highway
Third Floor - Essex Centre
Southfield, MI 48034

When recorded, return to drafter.

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LIBER 90 PAGE 23



THE
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Granger, Indiana
Michigan City, Indiana

Architecture Engineering Land Surveying Natural Resources Construction Management

DESCRIPTION OF PROJECT

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER POST OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 00 DEGREES 45 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 2, 2275.70 FEET, TO THE CENTERLINE OF HIGHWAY M-63 (FORMERLY US-31); THENCE NORTH 42 DEGREES 48 MINUTES 43 SECONDS WEST, ALONG SAID CENTERLINE, 194.91 FEET, TO A POINT CALLED 2335 FEET NORTH AND 59 FEET WEST AND NORTH 43 DEGREES 10 MINUTES WEST 100 FEET FROM SAID EAST QUARTER POST; THENCE CONTINUING NORTH 42 DEGREES 48 MINUTES 43 SECONDS WEST, ALONG SAID CENTERLINE, 0.93 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 1014.08 FEET AND A CENTRAL ANGLE OF 18 DEGREES 47 MINUTES 23 SECONDS; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 332.56 FEET, (CHORD BEARING NORTH 52 DEGREES 12 MINUTES 24 SECONDS WEST, A DISTANCE OF 331.07 FEET) TO A POINT OF TANGENCY; THENCE NORTH 61 DEGREES 36 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 472.39 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 31 DEGREES 51 MINUTES 00 SECONDS; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 398.13 FEET, (CHORD BEARING NORTH 45 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 393.02 FEET) TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 45 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 161.22 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2864.79 FEET AND A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 51 SECONDS; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 107.37 FEET, (CHORD BEARING NORTH 30 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 107.36 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 58 DEGREES 06 MINUTES 03 SECONDS EAST, 24.53 FEET; THENCE SOUTH 31 DEGREES 02 MINUTES 25 SECONDS EAST, 10.00 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91 DEGREES 43 MINUTES 46 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 64.04 FEET, (CHORD BEARING SOUTH

76 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 57.42 FEET) TO A POINT OF TANGENCY; THENCE NORTH 57 DEGREES 13 MINUTES 48 SECONDS EAST, 43.27 FEET; THENCE NORTH 35 DEGREES 04 MINUTES 48 SECONDS EAST, 159.98 FEET; THENCE NORTH 48 DEGREES 36 MINUTES 18 SECONDS EAST, 57.86 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 67 DEGREES 09 MINUTES 46 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 12.50 FEET, (CHORD BEARING NORTH 45 DEGREES 01 MINUTE 25 SECONDS EAST, A DISTANCE OF 12.49 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1242.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES 47 MINUTES 08 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 623.98 FEET, (CHORD BEARING NORTH 55 DEGREES 50 MINUTES 06 SECONDS EAST, A DISTANCE OF 617.44 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 01 DEGREE 18 MINUTES 13 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 22.75 FEET, (CHORD BEARING NORTH 69 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 22.75 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1230.90 FEET AND A CENTRAL ANGLE OF 10 DEGREES 30 MINUTES 26 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 223.73 FEET, (CHORD BEARING NORTH 74 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 223.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE SOUTH 08°49'22" EAST, 77.92 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05°55'30", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 51.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°47'07" EAST, A DISTANCE OF 51.68 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 16°13'06" EAST, 272.61 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 73°45'39" EAST, 26.75 FEET; THENCE NORTH 16°15'08" WEST, 198.37 FEET; THENCE NORTH 17°11'39" WEST, 119.31 FEET; THENCE NORTH 08°10'24" WEST, 99.92 FEET; THENCE NORTH 08°38'46" WEST, 140.30 FEET; THENCE NORTH 05°10'48" WEST, 85.99 FEET; THENCE NORTH 02°42'45" WEST, 71.59 FEET; THENCE NORTH 05°33'14" WEST, 54.05 FEET; THENCE NORTH 02°38'17" WEST, 114.40 FEET; THENCE NORTH 01°58'57" WEST, 187.33 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06°22'16", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 222.39 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 01°12'11" EAST, A DISTANCE OF 222.28 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04°23'19" EAST, 178.15 FEET; THENCE NORTH 27°02'30" WEST, 71.04 FEET; THENCE NORTH 62°57'30" EAST, 107.54 FEET; THENCE SOUTH 27°02'30" EAST, 46.17 FEET; THENCE SOUTH 75°47'54" EAST,

17.36 FEET TO AN INTERMEDIATE TRAVERSE LINE; THENCE SOUTH 10°01'49" WEST, ON SAID INTERMEDIATE TRAVERSE LINE 109.42 FEET; THENCE SOUTH 02°51'50" WEST, 540.78 FEET; THENCE SOUTH 06°10'06" EAST, 466.63 FEET; THENCE SOUTH 13°08'44" EAST, 591.26 FEET; THENCE NORTH 79°08'35" EAST, 49.93 FEET ALL ALONG SAID INTERMEDIATE TRAVERSE LINE TO THE NORTHERLY LINE OF A WATERCRAFT MANEUVERING EASEMENT; THENCE SOUTH 01°00'12" EAST ON SAID NORTHERLY WATERCRAFT MANEUVERING EASEMENT LINE, 71.05 FEET; THENCE SOUTH 79°08'35" WEST, 164.65 FEET; THENCE SOUTH 73°45'39" WEST, 31.67 FEET; THENCE NORTH 16°14'21" WEST, 346.50 FEET ALL ALONG SAID WATERCRAFT MANEUVERING EASEMENT; THENCE NORTH 73°45'39" EAST ALONG SAID WATERCRAFT MANEUVERING EASEMENT AND EXTENSION THEREOF, 66.50 FEET; THENCE SOUTH 16°14'21" EAST, 99.86 FEET; THENCE NORTH 73°45'39" EAST, 18.07 FEET, TO THE POINT OF BEGINNING. ALSO, ALL THAT LAND LYING EASTERLY OF AND BETWEEN THE ABOVE DESCRIBED INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF THE ST. JOSEPH RIVER BY EXTENDING THE NORTHERLY LINE AND THE SOUTHERLY LINE THEREOF, SOUTH 75° 47' 54" EAST AND NORTH 79° 08' 35" EAST RESPECTIVELY TO SAID WATER'S EDGE. ALONG WITH THE BENEFICIAL PRIVATE EASEMENTS FOR INGRESS, EGRESS AND PUBLIC UTILITIES RECORDED IN THE MASTER DEED FOR EAGLE POINT HARBOR CLUB RECORDED IN LIBER 70, PAGES 1 THROUGH 70 AND FIRST AMENDMENT OF THE MASTER DEED RECORDED IN LIBER 70, PAGES 100 THROUGH 159, BERRIEN COUNTY RECORDS, BERRIEN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 70 AND ALONG WITH THE FOLLOWING DESCRIBED BENEFICIAL INGRESS EGRESS AND PRIVATE EASEMENT FOR PUBLIC UTILITIES.



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Michigan City, Indiana

Architecture

Engineering

Land Surveying

Natural Resources

Construction Management

DESCRIPTION OF INGRESS, EGRESS AND UTILITY EASEMENT "A"

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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SECONDS EAST, 159.98 FEET; THENCE NORTH 48 DEGREES 36 MINUTES 18 SECONDS EAST, 57.86 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 46 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 12.50 FEET, (CHORD BEARING NORTH 45 DEGREES 01 MINUTE 25 SECONDS EAST, A DISTANCE OF 12.49 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1242.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES 47 MINUTES 08 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 623.98 FEET, (CHORD BEARING NORTH 55 DEGREES 50 MINUTES 06 SECONDS EAST, A DISTANCE OF 617.44 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 01 DEGREE 13 MINUTES 13 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 22.75 FEET, (CHORD BEARING NORTH 69 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 22.75 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1230.90 FEET AND A CENTRAL ANGLE OF 10 DEGREES 30 MINUTES 26 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 225.73 FEET, (CHORD BEARING NORTH 74 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 225.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE SOUTH 08°49'22" EAST, 77.92 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05°55'30", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 51.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°47'07" EAST, A DISTANCE OF 51.68 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 16°13'06" EAST, 272.61 FEET; THENCE NORTH 73°45'39" EAST, 26.75 FEET; THENCE NORTH 16°15'08" WEST, 198.37 FEET; THENCE NORTH 17°11'39" WEST, 119.31 FEET; THENCE NORTH 08°10'24" WEST, 99.92 FEET; THENCE NORTH 08°38'46" WEST, 140.30 FEET; THENCE NORTH 05°10'48" WEST, 85.99 FEET; THENCE NORTH 02°42'45" WEST, 71.59 FEET; THENCE NORTH 05°33'14" WEST, 54.05 FEET; THENCE NORTH 02°38'17" WEST, 114.40 FEET; THENCE NORTH 01°58'57" WEST, 187.33 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06°22'16", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 222.39 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 01°12'11" EAST, A DISTANCE OF 222.28 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04°23'19" EAST, 178.15 FEET; THENCE SOUTH 62°59'56" WEST, 82.49 FEET; THENCE SOUTH 09°57'27" EAST, 44.84 FEET; THENCE SOUTH 13°58'36" EAST, 118.75 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 2022.00 FEET AND A CENTRAL ANGLE OF 05°46'38", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 203.88 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 00°54'22" WEST, A DISTANCE OF 203.79 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 01°58'57" EAST, 187.46 FEET; THENCE SOUTH 02°38'17" EAST, 115.08 FEET; THENCE SOUTH 05°33'14" EAST, 54.06 FEET; THENCE SOUTH 02°42'45" EAST, 71.52 FEET; THENCE SOUTH 05°10'48" EAST, 86.47 FEET; THENCE SOUTH 08°30'26" EAST, 159.94 FEET, TO THE POINT OF BEGINNING.



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Architecture

Engineering

Land Surveying

Natural Resources

Construction Management

DESCRIPTION OF UTILITY EASEMENT "B"

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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MINUTES 46 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 64.04 FEET, (CHORD BEARING SOUTH 76 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 57.42 FEET) TO A POINT OF TANGENCY; THENCE NORTH 57 DEGREES 13 MINUTES 48 SECONDS EAST, 43.27 FEET; THENCE NORTH 35 DEGREES 04 MINUTES 48 SECONDS EAST, 159.98 FEET; THENCE NORTH 48 DEGREES 36 MINUTES 18 SECONDS EAST, 57.86 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 46 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 12.50 FEET, (CHORD BEARING NORTH 45 DEGREES 01 MINUTE 25 SECONDS EAST, A DISTANCE OF 12.49 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1242.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES 47 MINUTES 08 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 623.98 FEET, (CHORD BEARING NORTH 55 DEGREES 50 MINUTES 06 SECONDS EAST, A DISTANCE OF 617.44 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 01 DEGREE 18 MINUTES 13 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 22.75 FEET, (CHORD BEARING NORTH 69 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 22.75 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1230.90 FEET AND A CENTRAL ANGLE OF 10 DEGREES 30 MINUTES 26 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 225.73 FEET, (CHORD BEARING NORTH 74 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 225.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE SOUTH 08°49'22" EAST, 77.92 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05°55'30", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 51.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°47'07" EAST, A DISTANCE OF 51.68 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 16°13'06" EAST, 272.61 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 73°45'39" EAST, 26.75 FEET; THENCE NORTH 16°15'08" WEST, 198.37 FEET; THENCE NORTH 17°11'39" WEST, 119.31 FEET; THENCE NORTH 08°10'24" WEST, 99.92 FEET; THENCE NORTH 08°38'46" WEST, 140.30 FEET; THENCE NORTH 05°10'48" WEST, 85.99 FEET; THENCE NORTH 02°42'45" WEST, 71.59 FEET; THENCE NORTH 05°33'14" WEST, 54.05 FEET; THENCE NORTH 02°38'17" WEST, 114.40 FEET; THENCE NORTH 01°58'57" WEST, 187.33 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06°22'16", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 222.39 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 01°12'11" EAST, A DISTANCE OF 222.28 FEET, TO A POINT OF TANGENCY; THENCE NORTH 04°23'19" EAST, 178.15 FEET; THENCE SOUTH

85°36'41" EAST, 20.00 FEET; THENCE SOUTH 04°23'19" WEST, 178.15 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 1980.00 FEET AND A CENTRAL ANGLE OF 06°22'16", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 220.17 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°12'11" WEST, A DISTANCE OF 220.05 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 01°58'57" EAST, 187.22 FEET; THENCE SOUTH 02°38'17" EAST, 113.77 FEET; THENCE SOUTH 05°33'14" EAST, 54.03 FEET; THENCE SOUTH 02°42'45" EAST, 71.66 FEET; THENCE SOUTH 05°10'48" EAST, 84.96 FEET; THENCE SOUTH 08°38'46" EAST, 139.78 FEET; THENCE SOUTH 08°10'24" EAST, 98.43 FEET; THENCE SOUTH 17°11'39" EAST, 117.89 FEET; THENCE SOUTH 16°15'08" EAST, 273.54 FEET; THENCE SOUTH 73°45'39" WEST, 46.80 FEET; THENCE NORTH 16°13'06" WEST, 75.00 FEET, TO THE POINT OF BEGINNING.



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DESCRIPTION OF UTILITY EASEMENT "C"

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER POST OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 00 DEGREES 45 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 2, 2275.70 FEET, TO THE CENTERLINE OF HIGHWAY M-63 (FORMERLY US-31); THENCE NORTH 42 DEGREES 48 MINUTES 43 SECONDS WEST, ALONG SAID CENTERLINE, 194.91 FEET, TO A POINT CALLED 2335 FEET NORTH AND 59 FEET WEST AND NORTH 43 DEGREES 10 MINUTES WEST 100 FEET FROM SAID EAST QUARTER POST; THENCE CONTINUING NORTH 42 DEGREES 48 MINUTES 43 SECONDS WEST, ALONG SAID CENTERLINE, 0.93 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 1014.08 FEET AND A CENTRAL ANGLE OF 18 DEGREES 47 MINUTES 23 SECONDS; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 332.56 FEET, (CHORD BEARING NORTH 52 DEGREES 12 MINUTES 24 SECONDS WEST, A DISTANCE OF 331.07 FEET) TO A POINT OF TANGENCY; THENCE NORTH 61 DEGREES 36 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 472.39 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 31 DEGREES 51 MINUTES 00 SECONDS; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 398.13 FEET, (CHORD BEARING NORTH 45 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 393.02 FEET) TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 45 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 161.22 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2864.79 FEET AND A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 51 SECONDS; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 107.37 FEET, (CHORD BEARING NORTH 30 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 107.36 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 58 DEGREES 06 MINUTES 03 SECONDS EAST, 24.53 FEET; THENCE SOUTH 31 DEGREES 02 MINUTES 25 SECONDS EAST, 10.00 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91 DEGREES 43 MINUTES 46 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE TO THE LEFT, A DISTANCE OF 64.04 FEET, (CHORD BEARING SOUTH 76 DEGREES 54 MINUTES 18 SECONDS EAST, A DISTANCE OF 57.42 FEET) TO A POINT OF TANGENCY; THENCE NORTH 57 DEGREES 13 MINUTES 48 SECONDS EAST, 43.27 FEET; THENCE NORTH 35 DEGREES 04 MINUTES 48 SECONDS EAST, 159.98 FEET; THENCE NORTH 48 DEGREES 36 MINUTES 18 SECONDS EAST, 57.86 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 46 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 12.50 FEET, (CHORD BEARING NORTH 45 DEGREES 01 MINUTE 25 SECONDS EAST, A DISTANCE OF 12.49 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1242.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES 47 MINUTES 08 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 623.98 FEET, (CHORD BEARING NORTH 55 DEGREES 50 MINUTES 06 SECONDS EAST, A DISTANCE OF 617.44 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 01 DEGREE 18 MINUTES 13 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 22.75 FEET, (CHORD BEARING NORTH 69 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 22.75 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE, SAID CURVE HAVING A RADIUS OF 1230.90 FEET AND A CENTRAL ANGLE OF 10 DEGREES 30 MINUTES 26 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 225.73 FEET, (CHORD BEARING NORTH 74 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 225.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE SOUTH 08° 49' 22" EAST, 77.92 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05° 55' 30", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 51.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 11° 47' 07" EAST, A DISTANCE OF 51.68 FEET, TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 16° 13' 06" EAST, 347.61 FEET; THENCE NORTH 73° 45' 39" EAST, 46.80 FEET; THENCE NORTH 16° 15' 08" WEST, 117.87 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 16° 15' 08" WEST, 12.23 FEET; THENCE SOUTH 71° 04' 35" EAST, 62.74 FEET; THENCE NORTH 11° 54' 48" WEST, 52.10 FEET; THENCE NORTH 15° 24' 18" WEST, 54.79 FEET; THENCE NORTH 15° 38' 12" WEST, 148.39 FEET; THENCE NORTH 13° 03' 27" WEST, 51.37 FEET; THENCE NORTH 16° 20' 49" WEST, 93.97 FEET; THENCE NORTH 02° 56' 04" WEST, 155.97 FEET; THENCE NORTH 06° 58' 58" WEST, 140.20 FEET; THENCE NORTH 04° 09' 37" WEST, 259.46 FEET; THENCE NORTH 01° 52' 01" EAST, 55.23 FEET; THENCE SOUTH 53° 55' 25" WEST, 61.80 FEET; THENCE NORTH 01° 58' 57" WEST, 12.08 FEET; THENCE NORTH 53° 55' 25" EAST, 62.82 FEET; THENCE SOUTH 00° 17' 55" WEST, 640.38 FEET; THENCE NORTH 00° 23' 52" EAST, 683.70 FEET; THENCE NORTH 04° 22' 58" EAST, 57.41 FEET; THENCE NORTH 02° 14' 02" EAST, 112.40 FEET; THENCE NORTH 03° 01' 23" EAST, 113.64 FEET; THENCE NORTH

06°35'10" EAST, 59.51 FEET; THENCE NORTH 53°55'25" EAST, 17.07 FEET; THENCE SOUTH 19°02'12" WEST, 11.85 FEET; THENCE SOUTH 06°35'10" WEST, 59.20 FEET; THENCE SOUTH 03°01'23" WEST, 113.26 FEET; THENCE SOUTH 02°14'02" WEST, 112.52 FEET; THENCE SOUTH 04°22'58" WEST, 57.38 FEET; THENCE SOUTH 01°52'01" WEST, 110.49 FEET; THENCE SOUTH 04°09'37" EAST, 258.68 FEET; THENCE SOUTH 06°58'58" EAST, 140.31 FEET; THENCE SOUTH 02°56'04" EAST, 155.15 FEET; THENCE SOUTH 16°20'49" EAST, 93.08 FEET; THENCE SOUTH 13°03'27" EAST, 51.43 FEET; THENCE SOUTH 15°38'12" EAST, 148.18 FEET; THENCE SOUTH 15°24'18" EAST, 55.11 FEET; THENCE SOUTH 11°54'48" EAST, 127.28 FEET; THENCE SOUTH 25°09'31" EAST, 130.98 FEET; THENCE SOUTH 79°08'35" WEST, 57.05 FEET; THENCE NORTH 34°34'31" WEST, 10.92 FEET; THENCE NORTH 79°08'35" EAST, 48.57 FEET; THENCE NORTH 25°09'31" WEST, 119.27 FEET; THENCE NORTH 11°54'48" WEST, 64.39 FEET; THENCE NORTH 71°04'35" WEST, 61.66 FEET, TO THE POINT OF BEGINNING.



THE
ABONMARCHE
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Michigan City, Indiana

Architecture

Engineering

Land Surveying

Natural Resources

Construction Management

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER POST OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 00 DEGREES 45 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 2, 2275.70 FEET, TO THE CENTERLINE OF HIGHWAY M-63 FORMERLY U.S. 31; THENCE NORTH 42 DEGREES 48 MINUTES 43 SECONDS WEST, ALONG SAID CENTERLINE, 194.91 FEET, TO A POINT CALLED 2335 FEET NORTH AND 59 FEET WEST AND NORTH 43 DEGREES 10 MINUTES WEST 100 FEET FROM SAID EAST QUARTER POST, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 42 DEGREES 48 MINUTES 43 SECONDS WEST, ALONG SAID CENTERLINE, 0.93 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 1014.08 FEET AND A CENTRAL ANGLE OF 18 DEGREES 47 MINUTES 23 SECONDS, THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 332.56 FEET, (CHORD BEARING NORTH 52 DEGREES 12 MINUTES 24 SECONDS WEST, A DISTANCE OF 331.07 FEET) TO A POINT OF TANGENCY; THENCE NORTH 61 DEGREES 36 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 472.39 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF 31 DEGREES 51 MINUTES 00 SECONDS, THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 398.13 FEET, (CHORD BEARING NORTH 45 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 393.02 FEET) TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 45 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 161.22 FEET; TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 2864.79 FEET AND A CENTRAL ANGLE OF 07 DEGREES 19 MINUTES 00 SECONDS, THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 365.83 FEET, (CHORD BEARING NORTH 33 DEGREES 24 MINUTES 36 SECONDS WEST, A DISTANCE OF 365.58 FEET) TO A POINT OF TANGENCY; THENCE NORTH 37 DEGREES 04 MINUTES 06 SECONDS WEST, ALONG SAID CENTERLINE, 32.09 FEET, TO THE NORTHWESTERLY LINE OF THE FORMER MICHIGAN CENTRAL RAILROAD; THENCE NORTH 14 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 42.38 FEET, TO AN INTERMEDIATE TRAVERSE LINE OF HICKORY

CREEK; THENCE NORTH 67 DEGREES 25 MINUTES 26 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 132.03 FEET; THENCE NORTH 42 DEGREES 02 MINUTES 47 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 122.33 FEET; THENCE NORTH 23 DEGREES 08 MINUTES 25 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 781.99 FEET; THENCE NORTH 19 DEGREES 22 MINUTES 03 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 777.41 FEET; THENCE NORTH 03 DEGREES 22 MINUTES 49 SECONDS WEST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 113.66 FEET, TO THE EAST AND WEST CENTERLINE OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 19 WEST; THENCE SOUTH 89 DEGREES 30 MINUTES 11 SECONDS EAST, ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 35, 447.37 FEET, TO AN INTERMEDIATE TRAVERSE LINE OF ST. JOSEPH RIVER; THENCE SOUTH 04 DEGREES 39 MINUTES 39 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 343.37 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 50 SECONDS WEST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 540.78 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 06 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 466.63 FEET; THENCE SOUTH 13 DEGREES 08 MINUTES 44 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 691.33 FEET; THENCE SOUTH 27 DEGREES 59 MINUTES 04 SECONDS EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 561.28 FEET; THENCE SOUTH 47 DEGREES 01 MINUTES 00 SECONDS WEST (RECORDED NORTH 46 DEGREES 30 MINUTES EAST), 590.46 FEET, TO THE POINT OF BEGINNING.

INCLUDING ALL THAT LAND LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE CENTERLINE OF HICKORY CREEK.

ALSO INCLUDING ALL THAT LAND LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE CENTERLINE OF THE ST. JOSEPH RIVER.

EXCEPTING THEREFROM (PARCEL "A")

COMMENCING AT THE NORTHWEST CORNER OF TRAIL LANE AND THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY US-31 AND 33 (NILES ROAD) IN SECTION 35, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH 36 DEGREES 53 MINUTES WEST 679.00 FEET; THENCE NORTH 46 DEGREES 30 MINUTES EAST 84.34 FEET, TO THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 29 DEGREES 40 MINUTES 12 SECONDS EAST (RECORDED SOUTH 29 DEGREES 39 MINUTES EAST) 150.55 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 48 SECONDS EAST (RECORDED NORTH 47 DEGREES 31 MINUTES EAST) 228.75 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 53 SECONDS WEST (RECORDED NORTH 45 DEGREES 03 MINUTES WEST) 188.12 FEET; THENCE SOUTH 35 DEGREES 04 MINUTES 48 SECONDS WEST (RECORDED SOUTH 35 DEGREES 06 MINUTES WEST) 191.38 FEET, TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM EAGLE POINTE HARBOR CLUB AS RECORDED
IN THE MASTER DEED, RECORDED IN LIBER 70, PAGES 1 THROUGH 70 AND
FIRST AMENDMENT TO THE MASTER DEED IN LIBER 70, PAGES 100
THROUGH 159, BERRIEN COUNTY RECORDS, BERRIEN COUNTY SUBDIVISION
PLAN NO. 70.

ALSO EXCEPTING THEREFROM, RIVERSIDE POINTE CONDOMINIUM AS
DESCRIBED ON SHEET 1 OF 11.

RIVERSIDE POINTE CONDOMINIUM

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Riverside Pointe Condominium, a residential Condominium Project located in St. Joseph Township, Berrien County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the 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, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. As required under the Act, the separate budgets for the Building Site Units and Marina Units referred to in this Section 2 and Article V of the Master Deed shall be considered one annual budget for the entire Project. The Board of Directors of the Association shall establish this 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 repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The Board of Directors may prepare separate pro forma budgets for the Marina Units and Building Site Units if, in the Board's estimation, it will simplify the administration of the Project, but these budgets shall be considered one annual budget as required by the Act. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$2,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy

assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners either in twelve equal monthly installments or quarterly, in discretion of the Board of Directors, subject to Section 7 below commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days may bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may assess reasonable automatic late charges or may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of

payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. 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 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing services to a Co-owner in default upon 7 days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that

he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to 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 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bring suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer and/or any successor developers, if any, of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the

regular Association assessments. The Developer and/or any successor developers, however, shall at all times pay all expenses of maintaining the Units that they own, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's (or successor developer's, as the case may be) proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer or successor developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to: (i) Building Site Units owned by it on which a completed residential dwelling is located, or (b) a Marina Unit which is rented or leased, either daily or for longer periods, by the Developer. For instance, the only expenses presently contemplated that the Developer or successor developers might be expected to pay are a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any liability insurance and other administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer or successor developers for other purposes shall be void without Developer's or successor developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or successor developers or to finance any litigation or other claims against the Developer or successor developers, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by St. Joseph Township.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments

as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the 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. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the Marina Units, Limited Common Elements, General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$500,000 per occurrence), officers' and

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directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Marina Units, Limited Common Elements and General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. All Marina Units, Limited Common Elements and General Common Elements of the Condominium Project shall be insured against fire and casualty loss (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining fire and casualty loss insurance with respect to dwellings and improvements within Building Site Units or boats and marine equipment with a Marina Unit or its appurtenant Limited Common Elements.

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, the Marina Units, Limited Common Elements and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of

the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building/dwelling located with a Building Site Unit and the boat which may be docked in a Marina Unit and all other improvements constructed or to be constructed within the perimeter of the Co-owner's Unit and its appurtenant Limited Common Elements and for the Co-owner's personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements or personal property, such as a boat in a Marina Unit, whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs (if applicable). Each Co-owner shall deliver certificates of insurance to the Association not less than annually to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and appurtenant Limited Common Elements or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer annually.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining some of the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's residence located within a Building Site Unit or coverage for a boat located within a Marina Unit, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is

available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept on his Unit and/or the adjoining Limited Common Elements that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Element and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements or Marina Units. If the damaged property is a General Common Element, Marina Unit or Limited Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Building Site Unit or Improvements Thereon. If the damaged property is a Building Site Unit or any improvements thereon, the Co-owner of such Building Site Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction

or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Building Site Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Building Site Unit Unit under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment 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; provided, however, that repair required for Marina Units shall only be assessed under this Section against Marina Units and not against Building Site Units. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds One Thousand and 00/100 (\$1,000.00) Dollars.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use-Building Site Units; Maritime Use-Marina Units.

(a) No Building Site Unit 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 single-family residential and marina use. Except as may be approved by the Developer during the Development and Sales Period (and thereafter by the Board of Directors of the Association), and except as set forth below in this Article VI, no structure shall be erected, altered, placed or permitted to remain within any Building Site Unit other than one detached single-family dwelling which may include an attached garage. Old and/or pre-existing buildings may not be moved onto any Unit or common element. No part of any structure constructed within a Unit shall be used for any activity normally conducted as a business.

(b) No Marina Unit may be used for use other than those which are appropriate for a typical marina, being by way of illustration, and not as a limitation, docking or mooring a boat for personal or pleasure craft use. Commercial uses of Marina Units, such as by way of illustration, and not as a limitation, charter fishing outings, day rentals of the boat docked in the Unit or short term overnight rental of the Marina Unit are prohibited.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy a Building Site Unit except (i) under a lease the initial term of which is at least 6 months, or (ii) a Building Site Unit may be leased up to two (2) times during any one (1) year period for a term which is not less than one (1) week or more than one (1) month. This right is in addition to the right to lease a Building Site Unit for the six month period previously referenced. No tenant shall be permitted to occupy a Marina Unit for a period of less than one week. All leases must be specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any

number of Units in the Condominium in its discretion, and may engage in the short term rental of the Marina Units which it may own for periods of overnight use notwithstanding the limitations of this Section.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee(s) and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, Developer shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

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

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No building, structure or other improvement shall be constructed within a Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successors to Developer. Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Minimum Square Feet. The minimum area of any residence constructed within a Unit shall be 1200 square feet.

Section 5. Exterior Finishes. The exterior finishes of all residential structures built in a Unit shall be subject to the approval of the Developer during the Development and Sales Period.

Section 6. Alterations and Modifications of Units and Common Elements.

(a) No Co-owner shall make alterations, modifications or changes in any of the Units or Common Elements, Limited or General, without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or other exterior attachments or modifications, extensions of docks, installation of storage lockers, installation of ladders or gangways, and modifications or enlargement of piers, rip-rapping or seawalls.

(b) No fence, deck, wall or hedge of any kind shall be erected or maintained within any Unit or Common Elements without the prior written approval of the Board of Directors (and the Developer during the Development and Sales Period). No fence, deck, wall or hedge shall be located outside the front boundary of a Unit.

(c) No chain link fences shall be permitted.

(d) No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

(e) No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 7. Activities.

(a) No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium.

(c) No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association.

(d) No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

(e) Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

(f) The Board of Directors may adopt reasonable rules and regulations with respect to marina and water related activities, such as fishing from the General or Limited Common Elements, cleaning fish, and similar marine activities.

Section 9. Pets.

(a) No animals or fowl (except two domesticated household pets) shall be kept or maintained within any Unit or Common Element.

(b) No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions.

(c) No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements.

(d) No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

(e) Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section.

(f) The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

(g) No dog kennels or runs or other enclosed shelters shall be erected or maintained within any Unit or any Common Element without the prior written approval of the Association (and the Developer during the Development and Sales Period).

(h) During the Development and Sales Period, including any period after the Transitional Control Date, the Developer shall have the right to approve any request by a Co-owner to maintain a pet within the project and that approval shall be binding on the Association as to the specific pet approved.

Section 10. Aesthetics.

(a) The Common Elements, both Limited and 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.

(b) In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his/her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

(c) It shall be the sole responsibility of each Co-Owner to take all steps necessary to prevent his/her Unit and any dwelling, boat, improvements and/or structures located within any Unit or Common Element from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Condominium Project.

(g) No lawn ornaments, dock ornaments, storage lockers, sculptures or statues shall be placed or permitted to remain within any Unit or on any Common Element without the prior written authorization of the Developer (during the Development and Sales Period) and the Board of Directors of the Association.

Section 11. Vehicles and Ancillary Structures.

(a) No mobile home, trailer, house or camping trailer shall be kept or stored on a Unit or the Common Elements unless completely enclosed within a garage.

(b) No tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be placed within any Unit or on any Common Element at any time, either temporarily or permanently.

(c) No inoperable vehicles or boats of any type may be brought or stored upon the Condominium Premises, either temporarily or permanently.

(d) Commercial vehicles and trucks shall not be parked in or about the Project except while making deliveries or pickups in the normal course of business.

(e) Recreational vehicles may be temporarily parked on a Unit or its appurtenant Limited Common Elements for a period not to exceed 96 consecutive hours in any given thirty (30) day period.

Section 12. Advertising. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, shall be erected or maintained within any Unit or on any Common Element except with the prior written approval of the Board of Directors (and the Developer during the Development and Sales Period). If such authorization is given, the Board of Directors (and the Developer during the Development and Sales Period) reserves the right to restrict size, color and content of such signs.

Section 13. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors). Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 14. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to

emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures. The Association shall also have reasonable access to the Units and dwellings located within them which provide electrical power for the irrigation system controls and appliances.

Section 15. Landscaping.

(a) Upon the completion of a dwelling within a Unit, the Co-Owner shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded and/or suitably landscaped as soon after the completion as weather permits.

(b) No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, without the prior written approval of the Developer (during the Development and Sales Period) and the Association, in accordance with the requirements set forth in Section 3, above.

(c) All such landscaping in the Condominium shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod must be completed within ninety (90) days of closing, weather permitting.

Section 16. Common Element Maintenance. Docks, finger piers, seawalls, sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 17. Co-owner Maintenance.

(a) Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition.

(b) Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, docks, decks, piers, walks, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount).

(c) Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such 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.

(d) The Association (and the Developer during the Development and Sales Period), after reasonable written notice to a Co-owner, reserves for itself and its agents the right to enter upon any Unit and Limited Common Elements for the purpose of cleaning, repairing, replacing, and maintaining the project, such as by way of illustration and not as limitation, painting piers and docks, mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth or any other matter which, in the opinion of the Developer and/or the Association, detracts from the overall beauty, setting and safety of the Condominium Project. Such entrance for these purposes shall not be deemed a trespass.

(e) The Association (and the Developer during the Development and Sales Period) and its agents may likewise enter upon such land to remove any trash which has collected on any Unit or Limited Common Element without such entrance and removal being deemed a trespass.

(f) Each Co-Owner shall be required to remove any debris from the destruction, in whole or in part of any dwelling or boat or other structure within his or her Unit or Limited Common Elements with all reasonable dispatch in order to preserve the sightly condition of the Condominium Project.

(g) The provisions of this Section shall not be construed as an obligation on the part of the Association (or the Developer during the Development and Sales Period) to paint, demolish, salvage, mow, clear, cut, prune or remove any debris from any Unit or Limited Common Element nor to provide garbage or trash removal services. In the event the Association (or the Developer during the Development and Sales Period) deem it necessary to take the actions necessary as provided for herein, the cost of such actions may be assessed against the Unit in accordance with the provisions set forth in Article II of these Bylaws.

Section 18. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations, nor shall any hedges, trees or substantial plantings or landscaping modifications be made within the Limited Common Element, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any

such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and 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 the Developer and may continue to do so during the entire Development and Sales Period.

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 19. Non-Disturbance of Wetlands and Floodplains. Some of the land within the condominium may be a wetland or floodplain which is protected by federal, state or local law. Under the provisions of those laws, any disturbance of a wetland or floodplain by depositing material in it, dredging or removing material from it, or draining water from the wetland or floodplain may be done only after a permit has been obtained from the appropriate government agency. The penalties for violation of these laws are substantial. In order to assure no inadvertent violations of these laws no co-owner may disturb the wetlands or floodplains without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state or federal permits. The Association may assess fines and penalties as provided for in these bylaws for violation of this Section. If a Co-owner installs any landscaping or other improvements in the wetlands or floodplains areas pursuant to the authorization required by this Section, he or she shall be solely responsible for its maintenance, repair and replacement.

Section 20. Stockpiling and Storage Prohibited. The stockpiling and storage of building and landscaping materials and/or equipment shall not be permitted within any Unit or on any Common Element except if such materials and/or equipment may be used within a reasonable length of time, but in no event shall the storage of building or landscape materials extend for a period of more than thirty (30) days. This restriction shall not apply to the Developer or any builder the Developer may designate during the Development and Sales Period.

Section 21. Improvements Over Easements. No dwellings, improvements or structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or improvements within a Unit or Limited Common Element of any type over or on said easements shall be allowed only upon prior written approval of the Board of Directors (and the Developer during the Development and Sales Period) and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Condominium Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

Section 22. Easements for the Benefit of the Township. Certain easements for the benefit of the Township of St. Joseph have been reserved in the Master Deed.

ARTICLE VII

MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "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 60 days.

Section 2. Insurance. 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. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the condominium document which are granted to first mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurer and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a unit in which they have an interest, (b) any amendment affecting a change in the general common elements, or limited common element appurtenant to a unit in which they have an interest, (c) a material change in the voting rights or use of a unit in which they have an interest, (d) any proposed termination of the condominium, (e) any condemnation or casualty loss which affects a material portion of the condominium or a unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned and one vote the value of which shall equal the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed when voting by value. Voting shall be by value except in those instances when voting is specifically required to be in number and in value.

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

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all

notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and 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.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% 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.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units which may be created in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first

conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Saturday of July each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the

Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof.

All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes. Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

AND

MARINA ADVISORY COMMITTEE

Section 1. Advisory Committee. As required under the Act, within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers

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of 1/3 of the total number of Units which may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

Section 2. Marina Advisory Committee. There shall be a Marina Advisory Committee which shall be come into existence on the Transitional Control Date and which shall be elected by the Co-owners of the Marina Units only.

(a) The Marina Advisory Committee shall consist of three (3) Co-owners of Marina Condominium Units.

(b) The purpose of the Marina Advisory Committee shall be to advise the Board of Directors as to matters pertaining to the Marina Units, such as consulting on and making recommendations with respect to budget matters for Marina Units, maintenance of the Marina Units, creation of rules and regulations for Marina Units as similar such matters. However, the Marina Advisory Committee shall serve as an advisory body only and all final decisions on all matters with respect to the Project generally and the Marina Units specifically shall be made by the Board of Directors.

(c) One member of the Marina Advisory Committee shall be a member ex officio of the Board and shall be entitled notice of all meetings of the Board of Directors, to attend all meetings of the Board of Directors and may participate in the same fashions as a Director at those meeting, but the Marina Advisory Committee member shall not be entitled to vote as a member of the Board unless the Marina Advisory Committee member also happens to have been separately elected to the Board as a Director. The ex officio Marina Advisory Committee Board Member shall be chosen by the Marina Advisory Committee members.

(d) A member of the Marina Advisory Committee may also be an officer or Director of the Association.

(e) The initial membership of the Marina Advisory Committee shall consist of three (3) members. The members of the Marina Advisory Committee shall be elected by the Marina Unit Co-owners only. Each Marina Unit shall be entitled to one vote for the purposes of this election which shall be cast and counted in a manner consistent with the Project Documents.

(f) The term of membership on the Marina Advisory Committee shall be two years except that at the initial election of the Committee members the top two vote getters shall have a term of two (2) years and the other member shall have a term of one (1) year. In each subsequent year one (1) or two (2) members shall be elected to the Marina Advisory Committee at the annual meeting of the Association.

(g) Any vacancy in the Marina Advisory Committee shall be filled by a qualified person chosen by the remaining Marina Advisory Committee members. That person shall serve the remainder of the vacant term. If all seats on the Marina Advisory Committee become vacant at the same time, the Board of Directors may appoint persons to fill the vacancies until new members of the Committee can be elected at the next annual meeting of the Association.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be initially comprised of three (3) members and shall continue to consist of three (3) members until expanded to five (5) members as provided for in Section 2, below. Thereafter the affairs of the Association shall be governed by the Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the the appointment of the first non-developer Co-Owner to the Board of Directors, the Board shall be increased in size from three (3) to five (5) directors. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non developer Co owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of 5 directors shall be elected by non-Developer co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long the Units that remain to be created and conveyed equal at least 10% of all Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (1).

(4) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as one slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 3 or 2 Directors shall be elected depending upon the number of

Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. Provided, however, that during the Development and Sales Period, professional management of the Condominium shall be required unless the Developer, in its sole discretion waives this requirement. This mandatory requirement shall not be construed to require management by an affiliate of the Developer but only assure that appropriate professional management is in place during the Development and Sales Period. After the Development and Sales Period ends, the Board of Directors may decide to dispense with the services of a management agent if the Board determines it is in the best interests of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the

Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at anytime or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings 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 12. Quorum. 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 to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

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

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of 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.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts 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 may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the 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. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Directors or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

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

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

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Berrien County Register of Deeds.

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. 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 or into any Unit (but not into any dwelling or related garage), 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. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX thereof.

Section 5. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Seventy-Five Dollars (\$75.00) fine.
- (c) Third Violation. One Hundred Dollars (\$100.00) fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred and Fifty Dollars (\$150.00) fine.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Barrien County Records and the new schedule shall be effective upon recording.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article IV of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such

documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

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

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050694

LIBER 90 PAGE 77

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOC
DESCRIBED AS FOLLOWS:

[illegible]

[Signature]
V. X. STREBS
REGISTERED LAND SURVEYOR #26469
ABNOMARCH CONSULTANTS, INC.

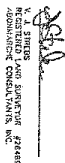
APRIL 15, 1994
DATE

PROPOSED, MUST BE BUILT, MARCH 1, 1995

RIVERSIDE, POINTE CONDOMINIUM
COVER SHEET
I, E. & U EASEMENT 'A'
ABOMARCHÉ CONSULTANTS, INC.
95 WEST MAIN STREET
BENTON HARBOR, MICHIGAN 49022
(616) 927-3285
SHEET 2 OF 11

2. PARCEL OF LAND LOC
DESCRIBED AS FOLLOWS:

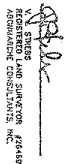
THENCE NORTH 16°13'06"



PROPOSED, MUST BE GUILTY, MARCH 1, 1994

SHEET 3 OF 11

A PROJECT OF LAMU UNIVERSITY IN SYDNEY AND SECTIONS 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 84

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PROPOSED, MUST BE BUILT, MARCH 1, 1994

RIVERSIDE POINTE CONDOMINIUM
COVER SHEET
UTILITY EASEMENT 'C'
ABDOMARCHE CONSULTANTS, INC.
93 WEST MAIN STREET
BENTON HARBOR, MICHIGAN 49022
(616) 927-2295
SHEET 4 OF 11



