

NOTICE OF LIEN FOR NONPAYMENT OF ASSESSMENT


TAKE NOTICE that the **CEDAR RIVER VILLAGE ASSOCIATION** of Bellaire, Michigan, claims a lien against the following condominium lots situated in Kearney Township, Antrim County, Michigan, more fully described as:

Lots 131 and 195, of Cedar River Village, a condominium project according to the Master Deed recorded Liber 00477, Pages 0378 through 0442, Antrim County Records; and amended in First Amendment, dated September 14, 1998 and recorded September 15, 1998 in Liber 00497, Pages 1272 through 1374, and as further amended in Second Amendment as recorded in Liber 00510, Page 0461 through 0491, and amended in Third Amendment, dated September 23, 1999 and recorded on September 27, 1999 in Liber 00527, Pages 0430 through 0469, and as further amended in Fourth Amendment to Master Deed as recorded April 7, 2000 and recorded on April 12, 2000, in Liber 00543, Pages 0130 through 0187, Antrim County Records, and designated as Antrim Condominium Subdivision Plan No. 67 together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended. Parcels #05-10-155-131-00 and #05-10-155-195-00.

The amount due Cedar River Village Association at the date hereof, exclusive of interest, costs or finance charges, is Four Hundred, Forty-three and Ninety-nine Cents (\$443.99) per parcel (\$887.98 total). At the first of each year, beginning January 1, 2018, additional annual dues, as determined by the Association, will be added to the amount due.

The name and address of the owner of record of said property is Zarkowski Properties, 11642 Lost Lake Dr. NE, Greenville, MI 48838-8157.

Signed this 11th day of Sept, 2018, by:


CEDAR RIVER VILLAGE ASSOCIATION
Charles Anderson, Treasurer

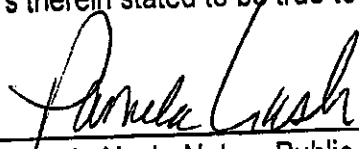
STATE OF MICHIGAN)

)ss.

County of Antrim)

On the 11th day of September, 2018, before me personally appeared Charles Anderson, Treasurer for the Cedar River Village Association, and made oath that he has read the above instrument and believes the matters therein stated to be true to his knowledge and belief.

Drafted By:
Pamela Nash
Shanty Creek Resorts


Pamela Nash, Notary Public
Antrim County, Michigan
Acting in Antrim County, Michigan

Received ANTRIM, MI
9/13/2018 11:47 AM

ANTRIM COUNTY MI.
Register of Deeds
Recorded

12-17-1997 12:09:22

Wanda R. Conway
REGISTER OF DEEDS

**CEDAR RIVER VILLAGE ROADWAY
OPERATION AND MAINTENANCE RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS that GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan Limited Partnership, (herein "Developer"), of Shanty Creek Drive, Bellaire, Michigan, the owner of the property described herein on Exhibit A, (hereinafter referred to as the "Property"), hereby declares that from and after the date hereof the Property shall be subject to the following restrictions:

1. **Purpose** - Developer intends to develop the Property for residential, resort, retail and commercial use. Developer desires to install roadways over and across Property for use by Developer, its guests, and invitees, future owners, their guests and invitees. Developer believes that an agreement for the common use and maintenance of the roadways installed by the Developer will best serve the Property by promoting property values and the health, safety and welfare of Developer, its guests and invitees, future owners, their guests and invitees.

2. **Roadways** - Developer shall establish, at sites and locations on the Property, selected solely by Developer, roadways for the common use of the Developer, its guests and invitees, future owners, their guests and invitees, (herein "Users").

3. **Maintenance** - Developer shall, subject to the terms and conditions contained herein, maintain or cause to be maintained, all roadways it establishes for the benefit of the Property. The maintenance to be performed by Developer and/or its assigns, shall include, removal of debris from the roadways, seeding the shoulder of the roadways, fertilizing and mowing grass on the shoulder of the roadways, snow plowing and sanding roadways in the winter, remove sand from roadways in the spring, repair potholes in the roadway, and perform all maintenance services which are reasonably required to provide Users with a safe and attractive environment. The above notwithstanding, Developer shall have no duty to perform maintenance or repairs on the roadways other than in accordance with this Agreement.

4. **Area To Be Maintained** - Developer shall maintain all roadways which are paved and the shoulders within three (3) feet of the edge of the paved roadway.

5. **Budget** - Each year, Developer shall prepare a budget for the anticipated repairs and maintenance of the roadways. This budget shall include costs for maintenance and repairs as projected by Developer for the forthcoming year, (hereinafter referred to as the "Budget"). In addition to including estimates for both fixed and variable costs within the Budget, Developer shall also include in the Budget a reserve for capital repairs, replacements and improvements, (hereinafter

2,000
2,000

referred to as the "Reserve"). Monies in the Reserve shall be deposited in an interest bearing account subject to withdrawal by Developer.

6. **Allocation of Expenses** - The cost for operating and maintaining the roadways shall be paid by all Owners of the Property. Owners shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof who or which owns an interest in a lot, condominium unit or has other possessory rights on or in the Property, (herein "Owner"). The Developer shall, after having prepared the Budget, allocate to each Owner a proportionate share of the expenses for the maintenance of the roadways, ("Annual Owner's Fee").

The Annual Owners fee shall be determined by dividing the Budget and Reserve amounts by the following: The sum of all lots established (i.e., "of record") on the Property plus one-half (1/2) of all Condominium Units (whether residential or commercial) established on the Property plus one quarter (1/4) of all hotel rooms (whether as condominium units or otherwise) established on the Property. Each Owner of a lot shall pay a full Annual Owners Fee as determined by the foregoing equation. Each Owner of a Condominium Unit shall pay one-half (1/2) of a full Annual Owners Fee and each Owner of a hotel room shall pay one-quarter (1/4) of a full Annual Owners Fee.

7. **Payment of Annual Owners Fee** - Owners are required to pay their Annual Owners Fee to Developer within 30 days of the date of Developer's invoice. Payments in default shall bear interest at the rate of 7% per annum until paid in full. Each Owner shall be and remain personally liable for the payment of their Annual Owners Fees. No Owner may exempt himself from liability for their Annual Owners Fee by non use or by waiver of the use or enjoyment of any roadway on the Property.

8. **Liens** - Each Owner of the Property shall be deemed to have consented to the terms herein and agrees that unpaid Annual Owners Fees shall constitute a lien upon the Property owned by the Owner.

9. **Enforcement** - The Developer may enforce collection of unpaid Annual Owners Fees by a suit at law or by a sale of the Owner's Property at public sale via foreclosure. A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

10. **Foreclosure** - A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

- (a) Notice of lien shall set forth:
 - (i) The legal description of the Property to which the lien attaches.
 - (ii) The name of the Owner of record thereof.

- (iii) The amounts due at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.
- (b) The notice of lien shall be in recordable form, executed by an authorized representative of the Developer.
- (c) The notice of lien shall be recorded in the office of register of deeds for Antrim County and shall be served upon the delinquent Owner by first class mail, postage prepaid, addressed to the last known address of the Owner at least 10 days in advance of commencement of the foreclosure proceeding.
- (d) The Developer may bid in at the foreclosure sale, and acquire, hold, lease mortgage, or convey the Property.
- (e) An action to recover money judgments for unpaid Annual Owners Fees may be maintained without foreclosing or waiving the lien.
- (f) An action for money damages and foreclosure may be combined in one action.


11. These Restrictions shall bind and benefit the Developer and Owners, their respective heirs, successors and assigns.

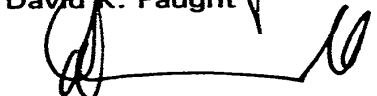
12. These Restrictions may be amended only by the Developer, its successors or assigns. The Developer shall have free and liberal rights to amend these restrictions for any reason it deems appropriate or necessary. Any such amendment or amendments shall become operative upon recording of same with the Antrim County Register of Deeds.

IN WITNESS WHEREOF the Developer has caused these restrictions to be executed the 15th day of December, 1997.

Signed in the Presence of:

DEVELOPER:



David K. Faught


Donald A. Brandt

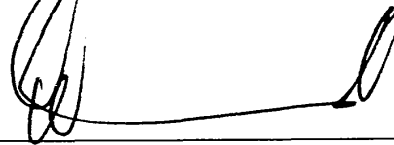
GO FORWARD OPERATING LIMITED PARTNERSHIP

By: 

TERRY D. SCHIEBER
Its: Chief Executive Officer

STATE OF MICHIGAN)
) ss
County of Antrim)

On this 15th day of December, 1997, before me, a Notary Public in and for said County and State, personally appeared TERRY D. SCHIEBER, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership, and he acknowledged that he executed said instrument as his free and voluntary act and deed.



Donald A. Brandt, Notary Public
Grand Traverse County, Michigan
My Commission Expires: September 9, 1999
(Acting in Antrim County, Michigan)

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

DONALD A. BRANDT, ESQ.
Brandt, Fisher, Alward & Roy, P.C.
401 Munson Avenue, P.O. Box 5817
Traverse City, Michigan 49696-5817
(616) 941-9660

EXHIBIT "A" TO

CEDAR RIVER VILLAGE ROADWAY
OPERATION AND MAINTENANCE RESTRICTIONS

Part of Sections 33 and 34, Town 30 North Range 7 West, Kearney Township and part of Section 4, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan, Described as:

Units 1-10

Commencing at the North 1/4 corner of Section 4, Town 29 North, Range 7 West Antrim County Michigan; thence along the North line of said Section 4 N 88°35'28"W 813.49 feet; thence S 1°24'32"W 312.32 feet to the PLACE OF BEGINNING; thence N 66°19'48"E 239.70 feet; thence 427.96 feet along the arc of a circular curve to the right, radius 600.00 feet, delta 40°52'02", chord N 86°45'48"E 418.94 feet; thence S 72°48'12"E 166.26 feet; thence 23.56 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 90°00'00", chord S 27°48'12"E 21.21 feet; thence S 17°11'49"W 116.17 feet; thence 283.67 feet along the arc of a circular curve to the left, radius 247.79 feet, delta 65°35'29", chord S 15°35'59"E 268.43 feet; thence 15.38 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 58°44'10", chord S 19°01'39"E 14.71 feet; thence 246.96 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 282°59'50", chord N 48°50'31"E 62.25 feet; thence 10.75 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 41°03'47", chord N 72°07'31"W 10.52 feet; thence 237.47 feet along the arc of a circular curve to the right, radius 197.79 feet, delta 68°47'22", chord N 17°11'53"W 223.46 feet; thence N 17°11'49"E 116.17 feet; thence 23.56 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 90°00'00", chord N 62°11'48"E 21.21 feet; thence S 72°48'12"E 181.45 feet; thence 19.22 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 73°23'53", chord S 36°06'21"E 17.93 feet; thence 246.05 feet along the arc of a circular curve to the left, radius 125.00 feet, delta 112°46'44", chord S 55°47'46"E 208.20 feet; thence S 21°05'16"E 212.77 feet; thence S 59°47'38"W 585.60 feet; thence N 1°19'18"E 258.71 feet; thence along the North- South 1/4 line of said Section 4 N 88°35'28"W 726.09 feet; thence N 12°39'54"W 363.59 feet to the PLACE OF BEGINNING. Containing 12.44 acres more or less.

Units 11-14

BEGINNING at the South 1/4 corner of Section 33, Town 30 North, Range 7 West, Antrim County Michigan; thence along the North-South 1/4 line of said Section 4, N 1°06'28"E 582.85 feet; thence N 66°03'09"E 84.42 feet; thence 38.17 feet along the arc of a non-tangential circular curve to the left, radius 468.93 feet, delta 4°39'48", chord S 27°45'38"E 38.16 feet; thence S 30°05'32"E 94.07 feet; thence 200.08 feet along the arc of a circular curve to the right, radius 385.01 feet, delta 29°46'30", chord S 15°12'17"E 197.84 feet; thence S 0°19'02"E 170.18 feet; thence 177.03 feet along the arc of a circular curve to the left, radius 541.98 feet, delta 18°42'55", chord S 9°40'29"E 176.25 feet; thence S 19°01'57"E 173.34 feet; thence 19.04 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 72°44'12", chord S 17°20'09"W 17.79 feet; thence 43.43 feet along a reverse curve to the left, radius 125.00 feet, delta 19°54'20", chord S 43°45'05"W 43.21 feet; thence 19.22 feet along a reverse curve to the right, radius 15.00 feet, delta 73°23'53", chord S 70°29'52"W 17.93 feet; thence N 72°48'12"W 173.87 feet; thence N 20°22'45"W 212.95 feet to the PLACE OF BEGINNING. Containing 3.67 acres more or less.

Units 15-47

Commencing at the South 1/4 corner of Section 33, Town 30 North, Range 7 West, Antrim County, Michigan; thence along the North- South 1/4 line of said Section 33, N 1°06'28"E 1458.24 feet; thence S 88°53'32"E 77.07 feet to the PLACE OF BEGINNING; thence S 88°29'29"E 108.58 feet; thence S 11°22'49"E 835.36 feet; thence S 48°31'40"E 124.73 feet; thence S 64°51'18"E 406.31 feet; thence S 84°10'12"E 101.00 feet; thence N 65°21'28"E 246.76 feet; thence N 12°13'21"E 562.93 feet; thence N 5°03'08"E 271.87 feet; thence S 84°33'12"E 162.18 feet; thence S 19°18'42"E 187.44 feet; thence 52.36 feet along the arc of a circular curve to

the left, radius 50.00 feet, delta 59°59'58", chord S 34°58'43"W 50.00 feet; thence S 4°58'39"W 30.60 feet; thence 62.43 feet along the arc of a circular curve to the left, radius 30.00 feet, delta 119°13'44", chord S 54°38'08"E 51.76 feet; thence N 65°45'00"E 33.79 feet; thence 16.87 foot along the arc of a circular curve to the left, radius 15.00 feet, delta 64°27'20", chord S 82°01'20"E 16.00 foot; thence 128.61 feet along the arc of a circular curve to the right, radius 290.36 feet, delta 25°22'40", chord S 37°06'22"E 127.56 feet; thence S 24°24'44"E 11.39 feet; thence 21.73 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 83°01'15", chord S 17°05'37"W 19.88 feet; thence 293.23 feet along a curve to the left, radius 314.22 feet, delta 53°28'06", chord S 31°52'11"W 282.70 feet; thence 20.33 feet along a curve to the right, radius 15.00 feet, delta 77°39'31", chord S 43°57'55"W 18.81 feet; thence S 82°47'40"W 61.69 feet; thence 148.03 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 169°37'58", chord S 2°01'19"E 99.59 feet; thence S 86°50'18"E 66.87 feet; thence 20.85 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 79°37'54", chord S 47°01'21"E 19.21 feet; thence S 7°12'24"E 237.90 feet; thence 556.97 feet along the arc of a circular curve to the right, radius 325.00 feet, delta 98°11'30", chord S 41°53'21"W 491.27 feet; thence 24.28 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 92°45'28", chord N 42°38'10"W 21.72 feet; thence N 3°44'34"E 47.20 feet; thence 196.41 feet along the arc of a circular curve to the left, radius 256.35 feet, delta 43°53'55", chord N 18°12'24"W 191.64 feet; thence 7.83 feet along a curve to the right, radius 15.00 feet, delta 29°55'20", chord N 25°11'41"W 7.74 feet; thence 75.77 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 86°49'15", chord N 53°38'38"W 68.72 feet; thence S 82°55'24"W 50.72 feet; thence 74.05 feet along the arc of a circular curve to the left, radius 30.00 feet, delta 141°25'39", chord S 14°05'35"W 56.63 feet; thence S 54°44'14"E 50.72 feet; thence 45.54 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 52°10'47", chord S 80°50'58"E 43.98 feet; thence 19.63 feet along a curve to the right, radius 15.00 feet, delta 74°59'22", chord S 69°26'40"E 18.26 feet; thence 128.55 feet along the arc of a circular curve to the right, radius 206.35 feet, delta 35°41'32", chord S 14°06'13"E 126.48 feet; thence S 3°44'34"W 47.56 feet; thence 23.56 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 90°00'00", chord S 48°44'34"W 21.21 feet; thence N 86°15'26"W 219.65 feet; thence 283.52 feet along the arc of a circular curve to the left, radius 424.94 feet, delta 38°13'41", chord S 74°37'43"W 278.29 feet; thence 201.79 feet along a curve to the right, radius 875.00 feet, delta 13°12'49", chord S 62°07'17"W 201.35 feet; thence 19.96 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 76°15'11", chord N 73°08'43"W 18.52 feet; thence 126.69 feet along a curve to the left, radius 125.00 feet, delta 58°04'18", chord N 64°03'17"W 121.34 feet; thence 19.39 feet along a curve to the right, radius 15.00 feet, delta 74°03'29", chord N 56°03'41"W 18.07 feet; thence N 19°01'57"W 172.42 feet; thence 160.70 feet along the arc of a circular curve to the right, radius 491.98 feet, delta 18°42'55", chord N 9°40'29"W 159.99 feet; thence N 0°19'01"W 53.15 feet; thence 23.56 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 90°00'00", chord N 44°40'58"E 21.21 feet; thence N 89°40'58"E 100.56 feet; thence 93.42 feet along the arc of a circular curve to the left, radius 235.00 feet, delta 22°46'36", chord N 78°17'40"E 92.80 feet; thence 18.14 feet along a curve to the right, radius 15.00 feet, delta 69°16'35", chord S 78°27'20"E 17.05 feet; thence 31.62 feet along a curve to the left, radius 50.00 feet, delta 36°14'07", chord S 61°56'06"E 31.10 feet; thence S 80°03'19"E 51.69 feet; thence 72.10 feet along the arc of a circular curve to the left, radius 30.00 feet, delta 137°42'09", chord N 31°05'46"E 55.96 feet; thence N 37°45'10"W 51.69 feet; thence 78.83 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 90°19'54", chord N 82°55'19"W 70.91 feet; thence 121.95 feet along the arc of a circular curve to the right, radius 185.00 feet, delta 37°46'10", chord S 70°47'53"W 119.76 feet; thence S 89°40'58"W 100.56 feet; thence 23.56 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 90°00'00", chord N 45°19'02"W 21.21 feet; thence N 0°19'02"W 37.03 feet; thence 226.06 feet along the arc of a circular curve to the left, radius 435.01 feet, delta 29°46'30", chord N 15°12'17"W 223.53 feet; thence N 30°05'32"W 94.07 feet; thence 228.12 feet along the arc of a circular curve to the right, radius 418.93 feet, delta 31°11'58", chord N 14°29'33"W 225.31 feet; thence N 1°06'26"E 630.14 feet to the PLACE OF BEGINNING. Containing 25.83 acres more or less.

Units 48-63

Commencing at the South 1/4 corner of Section 33, Town 30 North, Range 3 West, Antrim County Michigan; thence along the North-South 1/4 line of said Section 33, N 1°06'28"E 1109.00 feet; thence S 88°53'32"E 1575.65 feet to the PLACE OF BEGINNING; thence N 55°45'59"E 100.51 feet; thence S 85°03'45"E 148.97 feet; thence S 88°19'11"E 494.97 feet; thence N 72°57'33"E 146.07 feet; thence N 62°04'58"E 540.82 feet; thence S 81°37'11"E 93.11 feet; thence 478.90 feet along the arc of a circular curve to the left, radius 1351.12 feet, delta

20°18'29", chord S 0°44'26"E 476.39 feet; thence S 10°53'41"E 244.62 feet; thence 306.04 feet along the arc of a circular curve to the right, radius 321.44 feet, delta 54°33'02", chord S 16°22'50"W 294.61 feet; thence 19.62 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 74°56'09", chord S 81°07'24"W 18.25 feet; thence 118.88 feet along a curve to the left, radius 125.00 feet, delta 54°29'26", chord N 88°39'14"W 114.45 feet; thence 19.22 feet along a curve to the right, radius 15.00 feet, delta 73°23'55", chord N 79°12'00"W 17.93 feet; thence N 42°30'03"W 64.47 feet; thence 171.71 feet along the arc of a circular curve to the right, radius 760.08 feet, delta 12°56'37", chord N 36°01'44"W 171.34 feet; thence N 29°33'26"W 114.11 feet; thence 130.22 feet along the arc of a circular curve to the left, radius 434.90 feet, delta 17°09'23", chord N 38°08'08"W 129.74 feet; thence 21.92 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 83°43'52", chord N 4°50'53"W 20.02 feet; thence N 37°01'03"E 55.36 feet; thence 73.91 feet along the arc of a circular curve to the left, radius 248.02 feet, delta 17°04'25", chord N 28°28'50"E 73.63 feet; thence 18.23 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 69°38'39", chord N 54°45'57"E 17.13 feet; thence 230.27 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 263°52'17", chord N 42°20'34"W 74.39 feet; thence 108.17 feet along the arc of a circular curve to the right, radius 198.02 feet, delta 31°17'52", chord S 21°22'07"W 106.83 feet; thence S 37°01'03"W 53.73 feet; thence 22.53 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 86°03'54", chord S 80°03'00"W 20.47 feet; thence 225.75 feet along a curve to the left, radius 434.90 feet, delta 29°44'30", chord N 71°47'18"W 223.23 feet; thence N 86°39'33"W 452.58 feet; thence 113.96 feet along the arc of a circular curve to the left, radius 314.22 feet, delta 20°46'47", chord S 82°57'03"W 113.34 feet; thence 21.74 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 83°01'36", chord N 65°55'32"W 19.88 feet; thence N 24°24'44"W 11.39 feet; thence 170.18 feet along the arc of a circular curve to the left, radius 340.36 feet, delta 28°38'54", chord N 38°44'28"W 168.41 feet; thence 9.72 feet along the arc of a circular curve to the right, radius 15.00 feet, delta 37°07'29", chord N 34°30'10"W 9.55 feet; thence 9.86 feet along the arc of a circular curve to the left, radius 50.00 feet, delta 11°17'55", chord N 21°35'22"W 9.84 feet to the PLACE OF BEGINNING. Containing 13.36 acres more or less.

ALSO:

Part of the South 1/2 of Sections 34 and 35, Township 30 North, Range 7 West, Kearney Township, and Sections 4 and 5 Township 29 North, Range 7 West, Custer Township, Antrim County, Michigan, which is more particularly described as follows:

BEGINNING AT the 1/4 corner between Sections 33 & 34, Township 30 North, Range 7 West, Kearney Township, Antrim County, Michigan; thence along the east and west 1/4 line as monumented S 88°58'01"E 2639.82 feet to the center 1/4 corner as monumented; thence continuing along the east and west 1/4 line S 88°50'23"E 1312.99 feet; thence S 2°07'12"W 330.00 feet; thence S 88°50'23"E 652.89 feet; thence N 2°07'10"E 95.27 feet; thence N 57°07'12"E 37.77 feet; thence N 58°07'12"E 214.50 feet; thence N 79°07'12"E 463.10 feet to the east 1/4 corner of Section 34; thence along the east line of Section 34 S 1°02'03"W 881.00 feet; thence along the centerline of Schuss Mountain road in the following courses: S 19°39'17"E 250.28 feet; S 26°00'28"E 199.15 feet; S 32°21'32"E 266.23 feet; S 23°13'31"E 285.74 feet; S 14°05'28"E 168.68 feet; and S 17°46'44"E 115.76 feet; thence S 86°38'09"W 525.80 feet to the North West Corner of North Schuss Village condominium (#48) (Liber 400, page 0863) thence along the West boundary of said condominium S 1°02'03"W 605.55 feet to the southeast corner of Section 34; thence S 68°58'25"W 2328.65 feet to a point on the East boundary of the plat of Bergbahnen (Liber 2, page 225) thence along the East boundary of said plat in the following courses N 23°51'39"W 200.10 feet; N 2°23'39"W 230.10 feet; N 21°58'19"W 125.80 feet; N 21°27'41"E 160.10 feet; N 62°34'49"W 231.58 feet; S 52°38'41"W 231.94 feet; S 27°21'19"E 187.00 feet; S 76°08'41"W 206.32 feet; N 41°41'19"W 245.20 feet; and N 27°10'19"W 338.68 feet to the south line of Section 34; thence along the south line of Section 34 N 88°34'19"W 2200.10 feet to the southwest corner of Section 34; thence along the southerly boundary of lots 14, 15, 7 & 6 of a survey by Corey J. Hughes R.L.S. 20706 recorded in Liber 242, page 450 Antrim County records S 0°56'00"W 672.65 feet, N 89°05'17"W 193.95 feet, N 60°48'55"W 325.72 feet, S 63°05'37"W 214.17 feet, S 78°13'57"W 212.56 feet, 287.69 feet along the arc of a non-tangential circular curve to the left, radius 393.24 feet, delta 41°55'03", chord N 20°43'01"W 281.32 feet, N 41°40'26"W 262.41 feet, S 46°54'21"W 820.03 feet, thence N 39°16'11"W 120.25 feet, N 71°21'06"W 326.36 feet, and S 59°47'37"W 585.59 feet to the North-South 1/4 line of Section 4; thence along said 1/4 line N 1°19'18"E 258.71 feet; thence along the south line of lot 7 of a survey by Arthur Lennox R.L.S. 20357 recorded in Liber 229, page 478 Antrim County records, N 88°35'28"W

1326.65 feet; thence N 1°15'55"E 665.00 feet to the South line of Section 33; thence along said South line S 88°35'28"E 1327.31 feet to the South 1/4 corner of Section 33; thence along the north-south 1/4 line of Section 33, N 1°06'28"E 2657.36 feet to the center 1/4 of Section 33; thence continuing along the north-south 1/4 line of Section 33, N 1°00'21"E 1330.96 feet; thence S 88°32'43"E 2642.14 feet to the West line of Section 34; thence along said west line, S 1°09'14"W 1333.86 feet to PLACE OF BEGINNING. SUBJECT TO any easements, restrictions, reservations, exceptions or conditions of record. Containing 653.1 acres, more or less.

Instrument 201300001605 OR Liber Page 835 2541

201300001605
Filed for Record in
ANTRIM COUNTY MICHIGAN
PATTY NIEPOTH - 268
03-01-2013 At 04:02 pm.
AGREEMENT 80.00
OR Liber 835 Page 2541 - 2563

CEDAR RIVER VILLAGE COMMON FACILITIES COST SHARING AGREEMENT

This Agreement is for the benefit of each Condominium Association and Trinidad Resort and Club as parties to this Agreement so that each party may have the full and shared use and benefit of certain common elements and recreational facilities within the Cedar River Village Condominiums created by the original Developer or its successor and any current or future development of the entire original site.

I. PARTIES TO AGREEMENT.

The parties to this Agreement are:

- A. Cedar River Village Condominium Association.
- B. The Golfside Condominiums at Cedar River Village Condominium Association.
- C. The Lodge at Cedar River Village Condominium Association.
- D. Trinidad Resort and Club, LLC, DBA Shanty Creek Resorts

II. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to provide for equitable apportionment and cost sharing between the parties to this Agreement for the reconstruction, maintenance and repair of the paved roadways in Cedar River Village and maintenance of certain recreational facilities located at The Lodge.

III. PROPERTY

A. The property covered by this Agreement is described in Exhibit A (a site map with legal description which describes the entire Cedar River Village) including, but not limited to, paved roadways and future paved roadways that are common elements, such as Troon North and Troon South, as further defined herein, and the recreational facilities located at The Lodge.

B. Excluded from inclusion in this Agreement are all unopened or unpaved

Received
ANTRIM COUNTY MICHIGAN
03-01-2013 03:59 pm.

roadways which may become common elements within Cedar River Village. It is the intent and purpose of the parties to this Agreement that when such roadways become opened and paved and become common elements, those roadways shall be automatically included within this Agreement as long as they have been constructed to Antrim County roadway specifications or to the same specifications as existing roadways covered by this agreement.

C. Excluded from Property are any parking lots that service Golfside Condominiums, Slopeside Condominiums and The Lodge and their associated entryways.

IV. DEFINITIONS.

A. Assessment means a payment of funds to a Reserve Fund and current expense funds by the parties to this Agreement. Current expenses are the total monthly expenses for normal maintenance, preventative maintenance, and repair of paved roadways and recreational facilities to implement the Purpose of this Agreement and as further provided in Section XI. The Reserve Fund shall provide the necessary funds to cover major subsurface and surface repairs to paved roadways. Major repairs shall be defined as anything over \$10,000. The Reserve Fund is not for normal maintenance and repair of paved roadways nor does it include recreational facilities.

B. Association Board means the Board of Directors of each Condominium Association in Cedar River Village covered by this agreement.

C. Committee means Cedar River Village Common Facilities Committee.

D. Condominium lot or unit means a lot or unit in Cedar River Village as defined in the Master Deed, Liber 477 at page 390.

E. Condominium unit means a unit in Golfside Condominiums at Cedar River Condominiums as defined in the Master Deed at Liber 519 at Page 1400.

F. Lodge Unit means a residential or commercial unit located at The Lodge at Cedar River Village Condominium Association as defined in the Master Deed at Liber 477 at Page 390.

G. Property means all units or lots within Cedar River Village identified now or hereafter by the master deed, as amended, or any other deed, as amended, that is included or under the jurisdiction of any condominium association or is under the control of another person or entity within Cedar River Village and have the use of the roadways or recreational facilities located in Cedar River Village.

H. Shanty Creek Resorts means the commercial or residential business entity operated by Trinidad Resort and Club, LLC or any successor in interest or assigns.

I. Roadway or roadways means all paved roadways shown in Exhibit A and specifically listed in Exhibit B, including any future paved roadways added as provided in Article III. All parties agree to include in this Agreement any future lots or condominiums within Cedar River Village once the roads to those units have been opened and paved and meet the requirements stipulated in Section III B.

J. Recreational Facility means the pool, hot tub, and change/shower facility or any facility that is an expansion or replacement of such facilities that are located on land adjacent to The Lodge at Cedar River Village, Tax Parcel 05-10-034-008-00. Exhibit C.

K. Cedar River Village is the property as shown in Exhibit A and any future property that may be added to Cedar River Village which would use and enjoy the roadways and recreational facilities included within this Agreement. The apportionment of costs for such use and enjoyment of the roadways and recreational facilities shall be determined at the time of the addition of the property to Cedar River Village.

V. TERM, EFFECTIVE DATE, EXTENSION OF AGREEMENT.

A. The term of this Agreement is 5 years from the effective date of this Agreement, exclusive of the effective date of this Agreement. At the end of the term of this Agreement, it shall be extended year to year unless renewed for a new term.

B. The effective date of this Agreement is the date signed by the last signatory to this Agreement.

VI. ADMINISTRATION OF AGREEMENT.

A. The parties to this Agreement delegate to the Committee the implementation and administration of this Agreement, as provided herein, for an operating year or month without the prior approval of the parties to this Agreement. The approval by the Committee of the implementation and administration for an operating year or month shall be final and shall be subject to Section XV. A year is the operating year for determination of the Reserve Fund allocations and funding which shall be billed monthly to the parties as a separate item during the operating year in order to fund the Reserve Fund for future expenditures as provided herein. A month is the monthly operating expenses for roadway maintenance and recreational facilities and does not include the Reserve Fund.

B. This Agreement shall be implemented and administered by the Cedar River Village Common Facilities Committee. The Committee shall be comprised of one representative member from each party to this Agreement. A representative

or alternate shall be a member of an Association Board and, in the case of the Shanty Creek Resort, the representative shall be the chief operating officer or general manager or an alternate. A party to this contract shall appoint the representative and may also appoint an alternate who shall have the same powers and duties as the representative.

C. The Committee may contract with the Resort or another entity or individual to manage the affairs of the Agreement. In this case, the manager shall serve at the sole and exclusive discretion of the Committee.

D. A majority of the Committee representatives or alternates shall constitute a quorum for the transaction of business at all meetings of the Committee. The acts of the majority of the Committee representatives shall be the acts of the Committee. Each representative or an alternate shall be entitled to one vote. In the case of determining the final scope of work to be performed and establishing the final annual Road Reserve assessment and operating budgets, three (3) of the four (4) Committee members shall be required for approval. The scope of work includes the kind and type of work to be performed, and authorization to perform and complete the work and as further described in paragraph E, below. The Committee shall meet at least once a year and shall operate meetings per Robert's Rules of Order.

E. It shall be the responsibility of the Committee to prepare, including but not limited to, an annual budget for roadway maintenance, roadway Reserve Fund, and recreational facilities for the next fiscal year, the scope of work, the contractors who will perform the work, and the assessment and apportionment of estimated costs among the parties to this Agreement for the upcoming year. The Committee shall also be authorized to enter into contracts with appropriate contractors for capital improvements and general maintenance. The Committee shall utilize a professional process for obtaining all bids and awarding contracts.

F. It shall be the responsibility of the Committee to prepare the monthly expenses for normal maintenance and repair of paved roadways and recreational facilities to implement the Purpose of this Agreement and as further provided in Section XI. The Committee shall then prepare the assessment and apportionment of costs among the parties to this Agreement. Upon completion of the monthly expenses the Committee shall send a copy to each party or to the designated fiscal agent for the parties to collect the assessment and to pay the monthly current expenses.

G. The Committee shall maintain the appropriate records of the assessments and expenditures from the assessments and shall make the same available to the Association Boards.

H. The proposed budgets, maintenance schedule and contractors, the assessments and apportionment of costs and other relevant information for the

operating year shall be sent to the Board of Directors of each condominium association or entity as designated by a party for review by September 1 prior to the beginning of each operating year.

I. Unless otherwise provided herein, the approval and review shall be in accordance with the provisions in the Master Deed and Bylaws of each condominium association or in accordance with the business practice and procedures of any other entity that is a party to this Agreement.

VII. ANNUAL BUDGET AND RESERVE FUND.

A. Each year the Committee shall prepare separate roadway expenses, recreational facilities expenses and roadway reserve budgets for the upcoming operating year by September 1 so that each Association may establish owner assessments for the next operating year and the Resort may establish its budget for the roadways and recreational facilities.

B. The operating year begins on January 1 and ends on December 31.

C. A Reserve Fund amount shall be included in each annual budget. The reserve fund shall be maintained and expended only for capital improvements (repaving and reconstruction) of the roadways within Cedar River Village. \$15,000.00 may be transferred from the reserve fund account to roadway and recreational facilities operating accounts to initially establish those accounts but that money shall be returned to the Reserve Fund at the final termination of this Agreement.

D. The Reserve Fund shall be deposited in an interest bearing account established by the Association Boards and the Resort.

E. A model accounting spreadsheet predicting future contributions, expenditures and potential distribution of funds as described in Section XV, C of the roadway reserve fund must be maintained by the Committee. Periodic updates (minimum of every 3 years) are to be made to reflect estimated inflation on road costs, changes to estimated road life for various roadway segments, and projected interest on the Reserve Fund. The initial model accounting spreadsheet from the existing model with projections made in 2007 and updated in 2011 is attached as Exhibit D. The Reserve Fund budget is expected to gradually increase each year in line with increasing capital costs for road repaving and reconstruction and to avoid the necessity for any special assessments.

VIII. COLLECTION OF ASSESSMENTS FOR ROADWAYS, RECREATIONAL FACILITIES.

A. The Committee will receive the assessments from each signatory to this Agreement. The Committee may contract with the Resort or another entity as

fiscal agent to provide the accounting services on behalf of the Associations.

B. The Committee shall cause to be sent a monthly invoice, beginning the first of the month after signing of this agreement, to each Association and the Resort to collect the allocated monthly amount of the assessment from each Association and the Resort. The assessment for the Reserve Fund shall then be deposited in the appropriate interest bearing account.

IX. RETROACTIVITY FOR COLLECTION OF RESERVE FUNDS.

A. In order to bring the Reserve Fund current, the parties agree that an amount that is retroactive to January 1, 2005 shall be assessed against each party under the following terms and conditions.

B. Each Association and the Resort shall have until July 1, 2012 to provide funds to the Reserve Fund for the years 2005 - 2012, inclusive, without being in default. Thereafter, if an Association or the Resort has not fully funded their share of the Reserve Fund, that Association or the Resort shall be assessed an interest penalty of 7% per annum on the unpaid balance. Thereafter, a party shall be in default and appropriate legal remedies, as provided in Section XI, below, may be taken by the Association Boards.

C. For the years 2005-2012 the Associations and the Resort must contribute to the reserve fund, the following amounts:

1. Cedar River Village Condominium Association	\$236,262.00
2. Slopeside Condominium Association	\$9,166.00
3. Golfside Condominium Association	\$8,146.00
4. The Lodge	\$22,403.00
5. Shanty Creek Resorts	\$53,711.00

X. APPORTIONMENT OF ASSESSMENTS, ANNUAL COSTS AND BILLING.

A. The following method shall be used by the Committee to apportion the assessment among the Associations and the Resort.

1. Roadways: a full owner assessment shall be determined by dividing the roadway expenditures and the reserve amount as identified in the annual approved budget by the following: the sum of all units or lots

established of record or master deed, as amended, at Cedar River Village property plus one half (1/2) of all condominium units established on the property plus one quarter (1/4) of all Lodge units (whether residential or commercial) established on the property plus 68 units. Each owner of a lot within the property shall pay a full owners assessment. Each owner of a condominium unit shall pay one half (1/2) of a full owners assessment and each owner of a Lodge unit shall pay one quarter (1/4) of a full assessment. The Resort, in addition to the amount that is paid as a result of being a lot, condominium, or hotel unit owner, shall pay 68 full owner assessments.

2. Recreational facilities: a full owner assessment shall be determined by dividing the recreational facilities expenditures (not including operating labor or property taxes) by the following: the sum of all Lodge units plus one fourth (1/4) of all units or lots established of record or master deed, as amended on the property plus one half (1/2) on all condominium units established on the property. Each owner of a Lodge unit shall pay a full owner's assessment as determined by the foregoing equation. Each owner of a condominium unit shall pay one half (1/2) of a full owner's assessment. Each owner of a lot or unit shall pay one quarter (1/4) of a full owner's assessment. The Resort's assessment (expenditures) shall be management and operational labor to operate the recreational facilities and the payment of real property taxes or personal property taxes for the recreational facilities.

B. Notwithstanding the method for apportionment of the assessment for the roadways and the recreational facilities among the Associations and the Resort by the Committee each Association Board, and the Resort may use a different method or means to pay the assessment and the contribution to the reserve fund so long as the total assessment is paid by each Association, and the Resort.

C. Beginning the first of the month after signing of this agreement and each month thereafter for the term of this Agreement, each Association and the Resort shall be billed by invoice monthly for the recreational facilities and roadways for current expenses that have occurred in the month prior. In addition, beginning January 1, 2013, and each month thereafter for the term of this Agreement, each Association and the Resort shall be billed by invoice monthly one twelfth (1/12) of their respective annual road reserve assessment for the initial 2013 budget year. The amount billed by invoice is in addition to the amount provided in Section IX, C above.

D. Each monthly invoice shall be paid within 30 days of the billing date (not the date received). Any unpaid amount that is delinquent shall incur a 7% interest rate per annum until paid in full.

E. No assessment shall be in default more than 6 months. In such event that an

assessment payment is in default the Board, on behalf of the Associations and the Resort may use the remedies provided in Section XIII below, to collect the amount in default.

XI. MAINTENANCE AND REPAIR.

A. Roadways: The maintenance and repair of the roadways shall include, but is not limited to, removal of debris from the roadways, shoulders, ditches, water spillways; seeding the shoulders of roadways; fertilizing; weed control; mowing; winter snow plowing for roadways and fire hydrants; sanding; installing and maintaining street or road signs, posts and traffic control signs, maintenance of drainage facilities, landscaping (flower, tree, and shrub planting and maintenance at the Del Mason circle drive entrance and street sign flower beds); irrigation repair and to maintain or reconstruct the roadways or shoulders as reasonably required to provide users of the roadways with safe and attractive roadways. The maintenance and repair of roadways is a current expense.

B. Recreational Facilities: The maintenance and reconstruction of the recreational facilities shall include but is not limited to state certification or licensing; labor and materials for the pool and hot tub repair or replacement; labor and parts for equipment repair or replacement, linen/towel cleaning; pool side furniture repair or replacement; pool and hot tub cover replacement; all other maintenance which is reasonably required to provide users with safe and functional recreational facilities. The maintenance and repair of the recreational facilities is a current expense, unless otherwise provided.

XII. INSURANCE COVERAGE.

The Resort shall carry general liability insurance on the recreational facilities and sections of roadway owned by the Resort. Cedar River Village Condominium Association shall carry general liability insurance on the roadways which they own. Any other Condominium Association that is a party to this Agreement shall also carry general liability insurance on the roadways which that Association owns. In each case, the Resort and Cedar River Village Condominium Association shall include The Lodge and Golfside Condominiums as added insureds on their respective policies covering recreational facilities and roadways.

XIII. REMEDIES FOR BREACH OR DEFAULT.

A. The Committee, as authorized by the Association Boards and the Resort, shall have the same rights and remedies of relief for a breach or default of the

terms and conditions of this Agreement by a party to this Agreement the same as that which would be available to Cedar River Village Condominium Association as provided in the Master Deed, Liber 477, Page 378, as amended, and/or Condominium Bylaws, Liber 477, page 406, as amended, against the defaulting party the same as if the defaulted party was a unit owner.

B. In addition to the rights and remedies provided above and not otherwise provided, the Committee, as authorized by the Association Boards and the Resort, shall have the rights and remedies in equity, in addition to those at law, including but not limited to, suits for specific performance, injunctions and declaratory judgments.

C. The Committee, as authorized by the Association Boards and the Resort, may pursue and employ the same rights and remedies as provided in Section XIII A and B, above, against the unit owners of a defaulting party as third party beneficiaries of this Agreement.

XIV. AMENDMENT OF AGREEMENT.

This Agreement may be amended during the term of this Agreement only in writing upon mutually agreed terms and conditions by all parties. All parties agree that if the Resort ceases management of The Lodge residential units, their contribution toward the costs associated with the recreational facilities would be reevaluated. The Resort shall work in good faith with the Associations on an amended agreement. Also all parties agree to include in this Agreement any future lots or condominiums within Cedar River Village once the roads to those units have been opened and paved.

XV. TERMINATION AND DISTRIBUTION OF RESERVE FUND.

A. This Agreement may only be terminated before the expiration of the term of this Agreement by unanimous consent of all parties, in writing. The termination document must contain a specific termination date.

B. No termination shall be effective, if on the effective date of termination, any contracts, indebtedness or other obligations are due or owing or shall be due and owing after the effective date of termination until all such contracts, indebtedness or other obligations are resolved no later than the effective date of the termination. In the event that such contracts, indebtedness or other obligations cannot be resolved on or before the effective date of termination, a new termination date shall be determined and approved by all the parties.

C. If funds remain in the Reserve Fund on the final termination or expiration of this Agreement, funds allocated to each section of roadway shall be distributed in the following manner: (a) funds shall be returned to the party that has

ownership of that section of roadway, or (b) in the event that a section of roadway is no longer owned by any of the parties listed in Section I because that section of roadway was conveyed to a third party (such as a public roadway) during the term of this Agreement or upon termination or expiration of this Agreement, the portion of the Reserve Fund for that section of roadway shall be returned to each of the parties based on the same manner and amounts as such funds were collected according to the apportionment formulas contained in Section X, A, above, notwithstanding the method used by a party to pay the assessment or Reserve Fund amount as provided in Section X, B, above.

XVI. NOTICES AND MAILING ADDRESSES.

A. Any notices that are required to be sent by this Agreement may be sent by first class mail to the president or secretary of a condominium association at the address last provided by the president or secretary of that condominium association except that any notices or service required to be served in a different manner by this Agreement, law or court rule shall be sent in accordance therewith and for any breach or default of this Agreement by registered or certified mail, return receipt requested to the president or secretary of a condominium association or as provided in paragraph XVI. C below. Copies of such notices may also be sent by e-mail.

B. Upon taking office as president or secretary of a condominium association, it shall be the responsibility of each president or secretary of a condominium association to provide the Committee with their name, title, address and telephone number as president or secretary of that condominium association.

C. Any party to this Agreement which is a business or individual and is not a condominium association, shall have the responsibility to provide the Committee the name of that business or individual, the address of that business or individual, and the name of the person who is responsible for the implementation of this Agreement.

XVII. NON-WAIVER OF REMEDIES.

The failure of any party to this Agreement to enforce any right, provision, covenant or condition which may be granted by this Agreement, the master deeds of Cedar River Village or the Bylaws thereof or any contract provisions with the Resort or its successor shall not constitute a waiver of the right of a party to enforce such right, provision, covenant or condition in the future.

XVIII. CUMULATIVE REMEDIES.

All rights, remedies and privileges granted to a party pursuant to any terms, provisions, covenants or conditions granted by this Agreement, the master deeds of Cedar River Village or the Bylaws thereof or any contract provisions with the Resort or its successor shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude any party to this Agreement 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.

XIX. SEVERABILITY.

In the event that any of the terms, provisions or covenants of this Agreement 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 this Agreement or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XX. SUCCESSORS IN INTEREST.

This Agreement shall be binding and enforceable upon any purchasers of the property interests of any of the parties, successors in interest, or assigns.

XXI . LAW.

This contract is to be construed pursuant to the laws of the State of Michigan. The State of Michigan, County of Antrim, shall be the exclusive forum for any claim or suit arising under this Agreement regardless of whether the resolution or remedy of the claim or suit is in a court of law or equity or by mediation or arbitration.

XXII. ENTIRE AGREEMENT.

This Agreement is the entire agreement between the parties. Any prior written or oral statements, representations, understandings have been included herein and if any written or oral statements, representations, or understandings have not been included in this Agreement, then such written or oral statements,

representations, or understandings are waived and unenforceable by each of the parties.

XXIII. PRIOR AGREEMENTS.

This Agreement supercedes the prior Cedar River Village Roadway Operation and Maintenance Restrictions recorded at Liber 477, Page 447, First Amendment To Cedar River Village Roadway Operation and Maintenance Restrictions, recorded at Liber 488, Page 1380, Second Amendment To Cedar River Village Roadway Operation and Maintenance Restrictions, recorded at Liber 497, Page 1315 to the extent that the provisions of this Agreement conflict with or are inconsistent with the three prior recorded Restrictions.

DL January 1, 2013

CERTIFIED:

Cedar River Village Common Facilities Committee made up of the following parties:
Cedar River Village Condominium Association, The Golfside Condominiums at Cedar
River Village Condominium Association, The Lodge at Cedar River Village
Condominium Association, and Trinidad Resort and Club, LLC, DBA Shanty Creek
Resorts.

Resorts.

Date: March 1, 2013

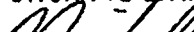
Michael D. Card

Cedar River Village Common Facilities Committee Chairperson

STATE OF MICHIGAN)
) as
COUNTY OF ANTRIM)

The foregoing Cedar River Village Common Facilities Cost Sharing Agreement was acknowledged before me this 1st day of March, 2013, by Michael D. Card, Cedar River Village Common Facilities Committee Chairperson.

STATE OF MICHIGAN, COUNTY OF ANTRIM
SUBSCRIBED TO BEFORE ME A NOTARY PUBLIC OF ANTRIM COUNTY
ACTING IN ANTRIM COUNTY MICHIGAN
AND WHOSE COMMISSION EXPIRES ON APRIL 8, 2015
AND SWORN TO ON MARCH 1, 2013


AND SWORN TO ON MARCH 1, 2013

 MICHELLE HOCKING
 Notary Public, Antrim County, MI
 My Commission Expires April 8, 2015
 Acting in Antrim County, MI

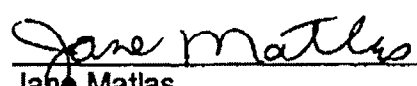
DRAFTED BY:

DRAFTED BY:
Kenneth W. Salo
KENNETH W. SALO
5582 TROON NORTH
BELLAIKE, MI 49615

CEDAR RIVER VILLAGE CONDOMINIUM ASSOCIATION

Cedar River Village Condominium Association
P.O. Box 796
Bellaire, MI 48615

Dated: 2/10/2013 
Michael D. Card
President
Cedar River Village Condominium
Association
P.O. Box 643
6004 Spyglass Hill Court
Bellaire, MI 49615

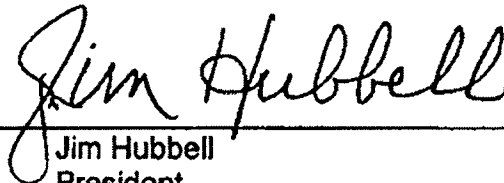
Dated: 2/10/2013 
Jane Matlas
Secretary
Cedar River Village Condominium
Association
P.O. Box 774
3370 Troon South
Bellaire, MI 49615

THE LODGE AT CEDAR RIVER VILLAGE CONDOMINIUM ASSOCIATION

The Lodge at Cedar River Village Condominium Association
Attn: John Voelker
Shanty Creek Resorts
5780 Shanty Creek Road
Bellaire, MI 49615

Dated: _____

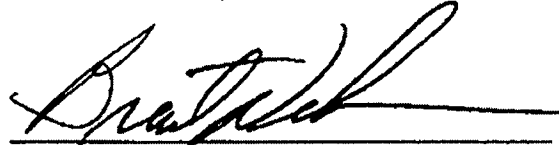
2/20/13



Jim Hubbell
President
The Lodge at Cedar River Village
Condominium Association
1312 Forest Glen Court
Bloomfield Hills, MI 48304

Dated: _____

2-27-13

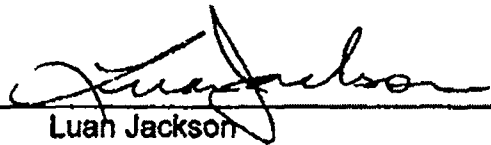


Brent Nelson
Secretary
The Lodge at Cedar River Village
Condominium Association
5780 Shanty Creek Road
Bellaire, MI 49615

THE GOLFSIDE CONDOMINIUMS AT CEDAR RIVER VILLAGE CONDOMINIUM
ASSOCIATION

The Golfside Condominiums at Cedar River Village Condominium Association
Attn: Sue Knight
5820 Shanty Creek Road
Bellaire, MI 49615

Dated: 2-1-2013



Luan Jackson
President
The Golfside Condominiums at Cedar
River Village Condominium Association
P.O. Box 777
Charlevoix, MI 49720

Dated: 2/11/2013



John Kavanagh
Secretary
The Golfside Condominiums at Cedar
River Village Condominium Association
6757 Cascade Road
Grand Rapids, MI 49546

TRINIDAD RESORT AND CLUB LLC, DBA SHANTY CREEK RESORTS.

Trinidad Resort and Club, LLC.
DBA Shanty Creek Resorts
Attn: Peter Bigford
5780 Shanty Creek Road
Bellaire, MI 49615

Dated: _____

2/24/13



Peter Bigford
Chief Operating Officer/General
Manager
Trinidad Resort and Club, LLC.
DBA Shanty Creek Resorts
5780 Shanty Creek Road
Bellaire, MI 49615

Instrument		Liber	Page
201300001605	OR	835	2857

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Exhibit A

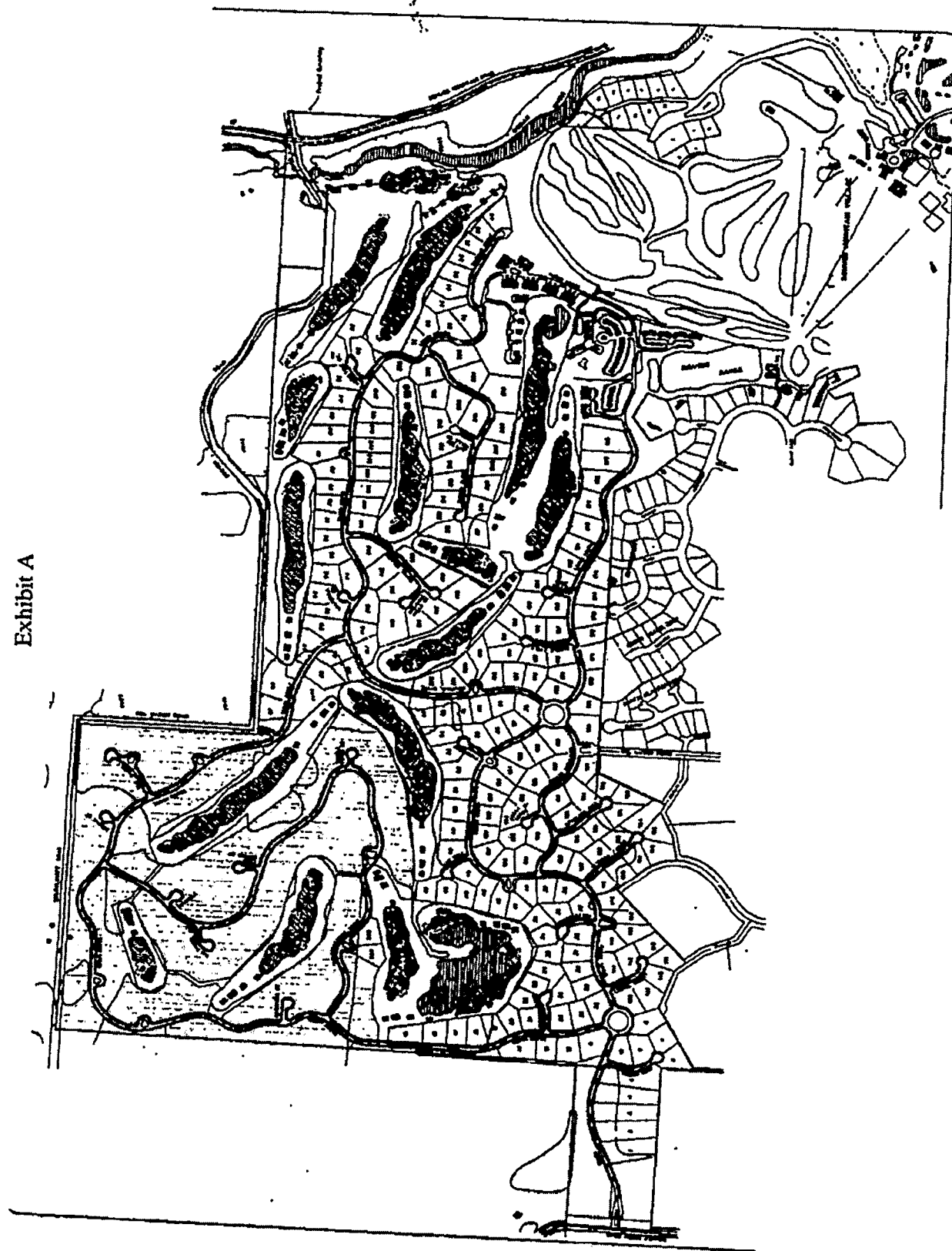


Exhibit A (continued)

Legal Description for Cedar River Village

Part of Sections 33 and 34, Town 30 North, Range 7 West, Kearney Township and part of Section 3 and 4, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan, which is more particularly described as follows:

BEGINNING AT the ¼ corner between Sections 33 & 34, Township 30 North, Range 7 West, Kearney Township, Antrim County, Michigan; thence along the east and west ¼ line S 88°58'01"E 2639.82 feet to the center ¼ corner as monumented; thence continuing along the east and west ¼ line S 88°50'23"E 1312.99 feet; thence S 2°07'12"W 330.00 feet; thence S 88°50'23"E 652.89 feet; thence N 2°07'10"E 95.27 feet; thence N 57°07'12"E 37.77 feet; thence N 58°07'12"E 214.50 feet; thence N 79°07'12"E 463.10 feet to the east ¼ corner of Section 34; thence along the east line of Section 34 S 1°02'03"W 881.00 feet; thence along the centerline of Schuss Mountain road in the following courses: S 19°39'17"E 250.28 feet; S 26°00'28"E 199.15 feet; S 32°21'32"E 266.23 feet; S 23°13'31"E 285.74 feet; S 14°05'28"E 168.68 feet; and S 17°46'44"E 115.76 feet; thence S 86°38'09"W 525.80 feet to the North West Corner of North Schuss Village condominium (#48) (Liber 400, page 0863) thence along the West boundary of said condominium S 1°02'03"W 605.55 feet to the southeast corner of Section 34; thence S 68°58'25"W 2328.65 feet to a point on the East boundary of the plat of Bergbahen (Liber 2, page 225); thence along the East boundary of said plat in the following courses: N 23°51'39"W 200.10 feet; N 2°23'39"W 230.10 feet; N 21°58'19"W 125.80 feet; N 21°27'41"E 160.10 feet; N 62°34'49"W 231.58 feet; S 52°38'41"W 231.94 feet; S 27°21'19"E 187.00 feet; S 76°08'41"W 206.32 feet; N 41°41'19"W 245.20 feet; and N 27°10'19"W 338.68 feet to the south line of Section 34; thence along the south line of Section 34 N 88°34'19"W 2200.10 feet to the southwest corner of Section 34; thence along the southerly boundary of lots 14, 15, 7 & 6 of survey by Corey J. Hughes R.L.S. 20706 recorded in Liber 242, page 450 Antrim County records S 0°56'00"W 672.65 feet, N 89°05'17"W 193.95 feet, N 60°48'55"W 325.72 feet, S 63°05'37"W 214.17 feet, S 78°13'57"W 212.56 feet, 287.69 feet along the arc of a non-tangential circular curve to the left, radius 393.24 feet, delta 41°55'03", chord N 20°43'01"W 281.32 feet, N 41°40'26"W 262.41 feet, S 46°54'21"W 820.03 feet, thence N 39°16'11"W 120.25 feet, N 71°21'06"W 326.36 feet, and S 59°47'37"W 585.59 feet to the North-South ¼ line of Section 4; thence along said ¼ line N 1°19'18"E 258.71 feet; thence along the south line of lot 7 of a survey by Arthur Lennox R.L.S. 20357 recorded in the Liber 229, page 478 Antrim County records, N 88°35'28"W 1326.65 feet; thence N 1°15'55"E 665.00 feet to the South line of Section 33; thence along said South line S 88°35'28"E 1327.31 feet to the South ¼ corner of Section 33; thence along the north-south ¼ line of Section 33, N 1°06'28"E 2657.36 feet to the center ¼ of Section 33; thence continuing along the north-south ¼ line of Section 33, N 1°00'21"E 1330.96 feet; thence S 88°32'43"E 2642.14 feet to the West line of Section 34; thence along the west line S 1°09'14"W 1333.86 feet to PLACE OF BEGINNING. SUBJECT TO any easements, restrictions, reservations, exceptions or conditions of record. Containing 653.1 acres, more or less.

Exhibit B

Cedar River Village Road Segment Descriptions and Estimated Resurfacing Costs

Road Description	Length		Year	Life Expect.	1st Resurfacing		1st Resurfacing		2nd Resurfacing		2nd Resurfacing		2nd Resurfacing		% of Cost/yr
	Feet	Miles	Neer		Cost	Year	Cost	Year	Cost	Year	Cost	Year	Cost	Year	
From Entrance to 1st Circle	1854	0.37	2000	15	\$ 32,444	2015	\$ 106,143	2030	\$ 105,300	2045	\$ 353,985	2060	\$ 353,985	2075	7.19%
1st Circle	816	0.12	2000	15	\$ 10,220	2015	\$ 34,358	2030	\$ 33,148	2045	\$ 111,430	2060	\$ 111,430	2075	2.26%
From South from 1st Circle to 2nd Circle	3459	0.65	2000	15	\$ 57,328	2015	\$ 192,715	2030	\$ 185,830	2045	\$ 623,053	2060	\$ 623,053	2075	12.70%
2nd Circle	580	0.11	2000	15	\$ 8,638	2015	\$ 32,401	2030	\$ 31,260	2045	\$ 105,089	2060	\$ 105,089	2075	2.14%
From South from 2nd Circle to CRV	2353	0.45	2000	15	\$ 39,108	2015	\$ 131,465	2030	\$ 126,836	2045	\$ 428,383	2060	\$ 428,383	2075	8.86%
Coast Assoc. Property Line	804	0.15	2000	15	\$ 13,380	2015	\$ 44,814	2030	\$ 43,333	2045	\$ 145,875	2060	\$ 145,875	2075	2.86%
Property Line to Lodge	587	0.11	2000	15	\$ 10,872	2015	\$ 41,492	2030	\$ 45,030	2045	\$ 119,837	2060	\$ 119,837	2075	1.80%
Lodge to Golf Side Condo	448	0.08	2000	15	\$ 8,374	2015	\$ 31,887	2030	\$ 34,387	2045	\$ 81,307	2060	\$ 81,307	2075	1.37%
Roadway in front of Golf Side Condo	613	0.12	2000	15	\$ 11,458	2015	\$ 43,330	2030	\$ 47,024	2045	\$ 124,836	2060	\$ 124,836	2075	1.88%
Golf Side Condo to Oakmont Drive	3128	0.59	2000	15	\$ 54,421	2015	\$ 220,819	2030	\$ 239,754	2045	\$ 836,860	2060	\$ 836,860	2075	9.89%
Colonial Drive	1811	0.34	2000	15	\$ 33,848	2015	\$ 128,002	2030	\$ 136,915	2045	\$ 509,078	2060	\$ 509,078	2075	8.94%
2nd Circle to Del Meison	947	0.07	2000	15	\$ 9,773	2015	\$ 19,408	2030	\$ 18,723	2045	\$ 62,843	2060	\$ 62,843	2075	1.25%
Forest Highlands	1153	0.21	2000	21	\$ 23,818	2021	\$ 101,513	2042	\$ 123,660	2063	\$ 250,869	2084	\$ 250,869	2099	2.86%
Point O' Woods	185	0.04	2000	21	\$ 3,892	2021	\$ 18,554	2042	\$ 20,208	2063	\$ 37,725	2084	\$ 37,725	2099	0.49%
Loop for Lots 124 & 125	220	0.04	2000	21	\$ 4,829	2021	\$ 18,661	2042	\$ 24,038	2063	\$ 44,871	2084	\$ 44,871	2099	0.58%
Willow Bend	412	0.06	2000	21	\$ 8,671	2021	\$ 36,863	2042	\$ 45,028	2063	\$ 84,848	2084	\$ 84,848	2099	1.06%
Harbour Town	283	0.05	2000	21	\$ 5,942	2021	\$ 25,278	2042	\$ 30,857	2063	\$ 57,589	2084	\$ 57,589	2099	0.74%
Crooked Stick	494	0.09	2000	21	\$ 8,484	2021	\$ 36,131	2042	\$ 44,107	2063	\$ 82,334	2084	\$ 82,334	2099	1.06%
Lavender Valley	486	0.09	2000	21	\$ 10,228	2021	\$ 43,606	2042	\$ 53,110	2063	\$ 99,138	2084	\$ 99,138	2099	1.25%
Loop for Lots 145-148	328	0.06	2000	21	\$ 6,847	2021	\$ 28,127	2042	\$ 36,657	2063	\$ 69,373	2084	\$ 69,373	2099	0.86%
Olympic Fields	658	0.12	2000	21	\$ 13,760	2021	\$ 58,660	2042	\$ 71,810	2063	\$ 132,872	2084	\$ 132,872	2099	1.72%
Springside Hill	580	0.11	2000	21	\$ 12,411	2021	\$ 52,792	2042	\$ 64,447	2063	\$ 120,302	2084	\$ 120,302	2099	1.60%
Loop for Lots 40-42	315	0.06	2000	21	\$ 6,832	2021	\$ 28,211	2042	\$ 34,439	2063	\$ 64,286	2084	\$ 64,286	2099	0.83%
Bay Hill	463	0.08	2000	21	\$ 9,728	2021	\$ 39,841	2042	\$ 50,514	2063	\$ 94,283	2084	\$ 94,283	2099	1.22%
Ridge Wood	368	0.06	2000	21	\$ 6,378	2021	\$ 25,841	2042	\$ 32,509	2063	\$ 61,217	2084	\$ 61,217	2099	1.05%
Loop for Lots 198-201	262	0.05	2000	21	\$ 5,297	2021	\$ 22,532	2042	\$ 27,507	2063	\$ 51,546	2084	\$ 51,546	2099	0.66%
Double Eagle	342	0.07	2000	21	\$ 6,244	2021	\$ 25,058	2042	\$ 31,006	2063	\$ 58,908	2084	\$ 58,908	2099	0.75%
Ridge Valley	265	0.05	2000	21	\$ 4,895	2021	\$ 19,502	2042	\$ 24,007	2063	\$ 46,113	2084	\$ 46,113	2099	0.59%
Oakmont Drive	717	0.14	2000	21	\$ 15,068	2021	\$ 64,067	2042	\$ 78,247	2063	\$ 148,081	2084	\$ 148,081	2099	1.89%
Shadow Glen	1783	0.34	2000	21	\$ 37,488	2021	\$ 159,489	2042	\$ 164,711	2063	\$ 503,460	2084	\$ 503,460	2099	6.09%
Upper Hill Ct	340	0.06	2000	21	\$ 9,315	2021	\$ 38,805	2042	\$ 48,764	2063	\$ 91,186	2084	\$ 91,186	2099	1.16%
Wardens Ct	352	0.07	2000	21	\$ 7,385	2021	\$ 31,457	2042	\$ 38,401	2063	\$ 71,842	2084	\$ 71,842	2099	0.92%
Loop for Lots 80-81	206	0.04	2000	21	\$ 4,313	2021	\$ 18,348	2042	\$ 22,368	2063	\$ 41,810	2084	\$ 41,810	2099	0.54%
Quail Hollow	858	0.16	2000	21	\$ 20,085	2021	\$ 85,437	2042	\$ 104,288	2063	\$ 194,891	2084	\$ 194,891	2099	2.81%
Sycamore Hills Ct	303	0.06	2000	21	\$ 6,380	2021	\$ 27,140	2042	\$ 33,132	2063	\$ 61,848	2084	\$ 61,848	2099	0.80%
Venalis Ct	392	0.07	2000	21	\$ 8,242	2021	\$ 35,000	2042	\$ 42,800	2063	\$ 79,864	2084	\$ 79,864	2099	1.03%
From North from Colonial to Lot 224 (Phase 2)	909	0.17	2000	21	\$ 19,121	2021	\$ 81,354	2042	\$ 99,290	2063	\$ 185,342	2084	\$ 185,342	2099	2.36%
From North from 1st Circle to Congressional Drive	2075	0.39	2000	21	\$ 43,636	2021	\$ 183,813	2042	\$ 228,691	2063	\$ 422,889	2084	\$ 422,889	2099	6.44%
Congressional Drive Phase 3	1408	0.27	2000	21	\$ 29,586	2021	\$ 125,772	2042	\$ 153,539	2063	\$ 288,805	2084	\$ 288,805	2099	3.70%
TOTAL	33867	6.23			\$ 631,578		\$ 2,616,864		\$ 2,616,864		\$ 8,414,172		\$ 8,414,172		9.66%

Exhibit B (continued)
Cedar River Village Road Segment Descriptions and Estimated Resurfacing Costs

First Resurfacing		
Sum of Cost	Year	Total
2016 \$	187,868	
2018 \$	123,075	
2021 \$	340,815	
Grand Total \$	651,758	

First Reconstruction		
Sum of Cost	Year	Total
2008 \$	463,408	
2030 \$	544,401	
2042 \$	1,448,874	
Grand Total \$	2,476,684	

Second Resurfacing		
Sum of Cost	Year	Total
2054 \$	505,090	
2016 \$	544,328	
2063 \$	1,768,740	
Grand Total \$	2,818,358	

Second Reconstruction		
Sum of Cost	Year	Total
2080 \$	1,830,577	
2072 \$	1,341,947	
2084 \$	3,301,848	
Grand Total \$	5,474,172	

All Resurfacing and Reconstruction

Sum of Cost	Year	Total
2016 \$	187,868	
2018 \$	123,075	
2021 \$	340,815	
2030 \$	544,401	
2036 \$	463,408	
2042 \$	1,448,874	
2045 \$	544,529	
2054 \$	505,090	
2063 \$	1,768,740	
2080 \$	1,830,577	
2072 \$	1,341,947	
2084 \$	3,301,848	
Grand Total \$	12,402,733	

Exhibit D

Cedar River Village Road Resurfacing and Reconstruction Projected Escrow

[illegible]

ANTRIM COUNTY MI.
Register of Deeds
Recorded

05-29-1998 12:24:03

Wanda R. Conway
REGISTER OF DEEDS

**FIRST AMENDMENT TO
CEDAR RIVER VILLAGE ROADWAY
OPERATION AND MAINTENANCE RESTRICTIONS**

NOW COMES GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan Limited Partnership, (herein "Developer"), of One Shanty Creek Drive, Bellaire, Michigan 49615, and in accordance with the authority reserved the Developer in the Cedar River Village Roadway Operation and Maintenance Restrictions dated December 15, 1997 and recorded December 17, 1997, in Liber 477, Pages 447 through 454, Antrim County Records, (the "Restrictions") hereby amends such Restrictions as follows:

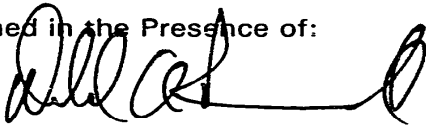
There shall be added to the Restrictions the following additional paragraphs:

13. Common Recreation Facilities - From time to time the Developer shall construct and designate certain recreational facilities as "common recreational facilities" on the real property described within these Restrictions. The Developer shall be responsible for maintenance and upkeep of the designated common recreational facilities. The cost for operating and maintaining the common recreational facilities shall be paid by all owners of the property and such obligation shall be subject to all paragraphs contained in the Restrictions including, by way of illustration, Paragraphs (7), (8), (9) and (10). The Developer shall include in each annual budget the estimated costs of such repair and maintenance of all common recreational facilities. Each owner of the property shall have the right to use and enjoy the common recreational facilities upon such terms and conditions as may be provided by the Developer from time to time.

14. Common Sewer and/or Water of Facilities - From time to time the Developer and/or the Schuss Mountain Water and Sewer Association, a Michigan non-profit corporation (who for all purposes shall be deemed a third-party beneficiary of the Restrictions and this First Amendment to Restrictions), may construct certain common sewer and/or water facilities on the real property described within these restrictions. The Developer and/or the Schuss Mountain Water Association shall be responsible for maintenance and upkeep of such common sewer and/or water facilities. The cost for operating and maintaining the common sewer and water facilities shall be paid by all owners of the property (pro rata with other users of such common sewer and/or water facilities) and such obligation shall be subject to all paragraphs contained in the restrictions, including by way of illustration, Paragraphs (7), (8), (9) and (10). The Developer shall include in each annual budget the estimated cost of such repair and maintenance of all common sewer and/or water facilities.

IN WITNESS WHEREOF the Developer has caused this First Amendment to the Cedar River Village Roadway Operation and Maintenance Restrictions to be executed the 27th day of May, 1998.

Signed in the Presence of:


Donald A. Brandt


Thomas Lavanway

DEVELOPER:

GO FORWARD OPERATING
LIMITED PARTNERSHIP

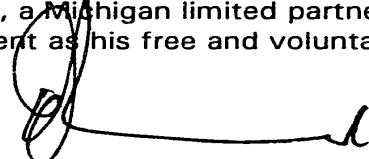
By: 
TERRY D. SCHIEBER
Its: Chief Executive Officer

STATE OF MICHIGAN

County of Antrim

) ss
)

On this 27th day of May, 1998, before me, a Notary Public in and for said County and State, personally appeared TERRY D. SCHIEBER, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership, and he acknowledged that he executed said instrument as his free and voluntary act and deed.


Donald A. Brandt

Notary Public

County: Grand Traverse

My Commission Expires: September 7, 1999
(Acting in Antrim County, Michigan)

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

DONALD A. BRANDT, ESQ.
Brandt, Fisher, Alward & Roy, P.C.
401 Munson Avenue, P.O. Box 5817
Traverse City, Michigan 49696-5817
(616) 941-9660

PATTY NIEPOTH

Antrim County
Register of Deeds

4/18/2002 10:33:36

Recorded

**BLANKET EASEMENT AUTHORIZING INSTALLATION, MAINTENANCE,
REPAIR AND REPLACEMENT OF A WATER DISTRIBUTION
AND SEWER COLLECTION SYSTEM**

SCHUSS MOUNTAIN WATER & SEWER ASSOCIATION, INC.

BLANKET EASEMENT granted this 13 day of April, 2002, by **Go Forward Operating Limited Partnership**, a Michigan limited partnership, with principal offices located at One Shanty Creek Drive, Bellaire, Michigan (hereinafter referred to as "Grantor"), to **Schuss Mountain Water & Sewer Association**, a Michigan non-profit association, also of One Shanty Creek Drive, Bellaire, Michigan (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner and operator of Shanty Creek Resorts; and

WHEREAS, Grantee is the owner and operator of the water distribution and sewer collection systems servicing Schuss Village and Cedar River Village, which Villages comprise a portion of Shanty Creek Resorts; and

WHEREAS, in part, if not in total, Grantee's water distribution and sewer collection system is constructed on property owned by Grantor; and

WHEREAS, Grantor is a user and benefactor of Grantee's water distribution and sewer collection system, and it is in Grantor's best interest that Grantee have permanent, documented, recorded easements for the construction, installation, repair and replacement of its water distribution and sewer collection system.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid by Grantee to Grantor, the receipt and sufficiency of which is acknowledged, and for other valuable consideration, and the parties intending to be legally bound, Grantor hereby

1. Grants to Grantee a perpetual, non-exclusive easement for the construction, installation, repair and maintenance of the "as-built" water distribution and sewer collection system servicing Schuss Village and Cedar River Village.

2. Attached hereto, consisting of eleven (11) sheets, are "as-built" drawings of Grantee's water distribution and sewer collection system, which is located in parts of Sections 33 and 34, Town 30 North, Range 7 West, Kearney Township, Antrim County, Michigan, and parts of Section 3 and 4, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan.

3. Grantor intends, through execution of this Easement, that Grantee, its heirs, successors, and assigns, shall have all benefits and enjoy all rights to use of the water distribution and sewer collection system constructed by Grantee (as depicted on the attachment hereto), and that the Easement granted herein (for the system "as-built") shall be deemed perpetual and run with the land.

4. Grantor specifically authorizes Grantee to assign its rights under this Easement, either to a third party (for operation of all or a portion of the "as-built" water distribution and sewer collection system) or alternatively, as collateral for a loan to the Grantee by a third party.

5. This Agreement shall be binding on Grantor, its heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Blanket Easement the day and year above first provided.

GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By Terry D. Schieber
Its: Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF Grand Traverse) ss.

On this 12 day of April, 2002, before me personally appeared Terry D. Schieber, to me known and known to me, who being duly sworn, did depose and say that he is the Chief Executive Officer of Go Forward Operating Limited Partnership, a Michigan limited partnership, the limited partnership described in and which executed the foregoing instrument, and that he signed his name thereto pursuant to approval of the required number of partners of said limited partnership, as and for his voluntary act and deed and as and for the voluntary act and deed of said limited partnership.

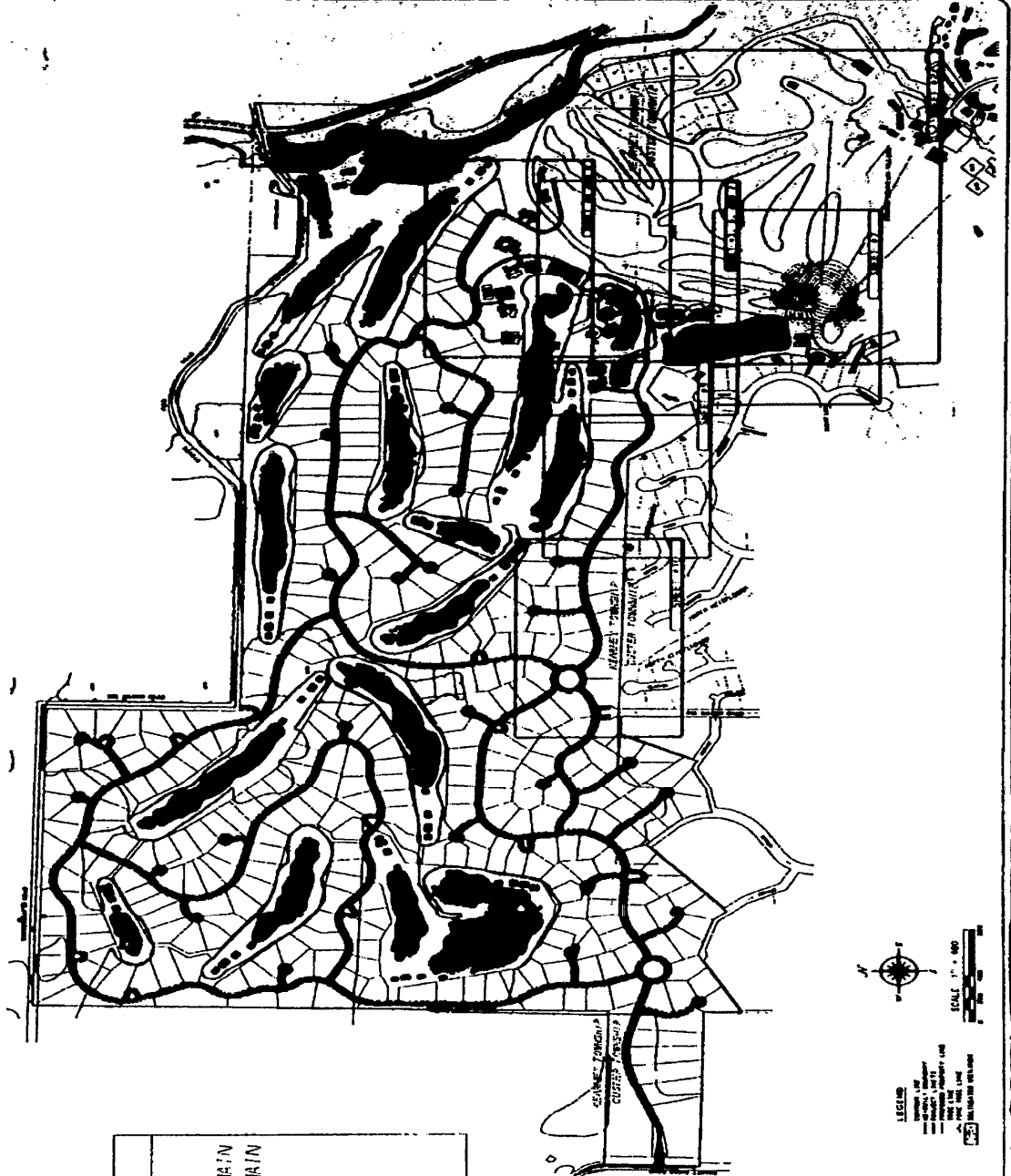
Donald A. Brandt
Notary Public, Grand Traverse County, Michigan
My Commission Expires. 9/2/04

PREPARED BY
Donald A. Brandt
Brandt, Fisher, Alward & Roy, P.C.
P.O. Box 5817
Traverse City, MI 49696-5817

Schuss Village & Cedar River Development As-Built Cover Sheet

PART OF SECTIONS 33 & 34, T30N, R7W
KEARNEY TOWNSHIP, ANTRIM COUNTY, MICHIGAN
PART OF SECTIONS 3 & 4, T29N, R7W
CUSTER TOWNSHIP, ANTRIM COUNTY, MICHIGAN

INDEX	
SHEET 1	COVER
SHEET 2	SANITARY FORCEMAIN
SHEET 3	SANITARY SEWER & FORCEMAIN
SHEET 4	SANITARY SEWER & FORCEMAIN
SHEET 5	SEPTIC TANK FARM
SHEET 6	WATERMAIN
SHEET 7	WATERMAIN
SHEET 8	WATERMAIN
SHEET 9	WATERMAIN
SHEET 10	WATERMAIN
SHEET 11	STORM SEWER

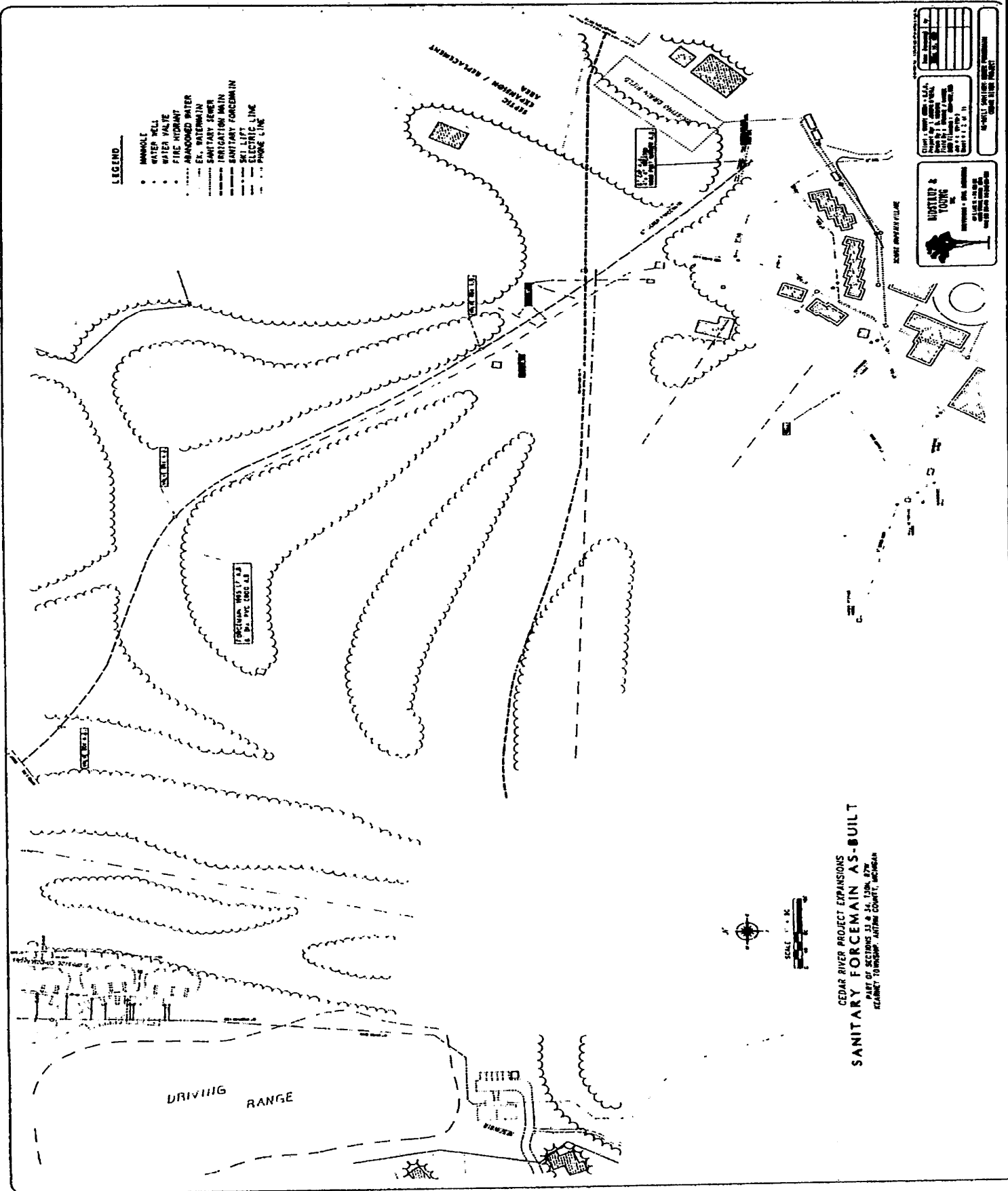


AUSTIN & YOUNG, INC.
ENGINEERS - ARCHITECTS
1001 E. 11th St., Suite 100
Antrim, Michigan 49810
Phone: (500) 831-1111

LEGEND

- Sanitary Sewer
- Storm Sewer
- Water Main
- Property Lines

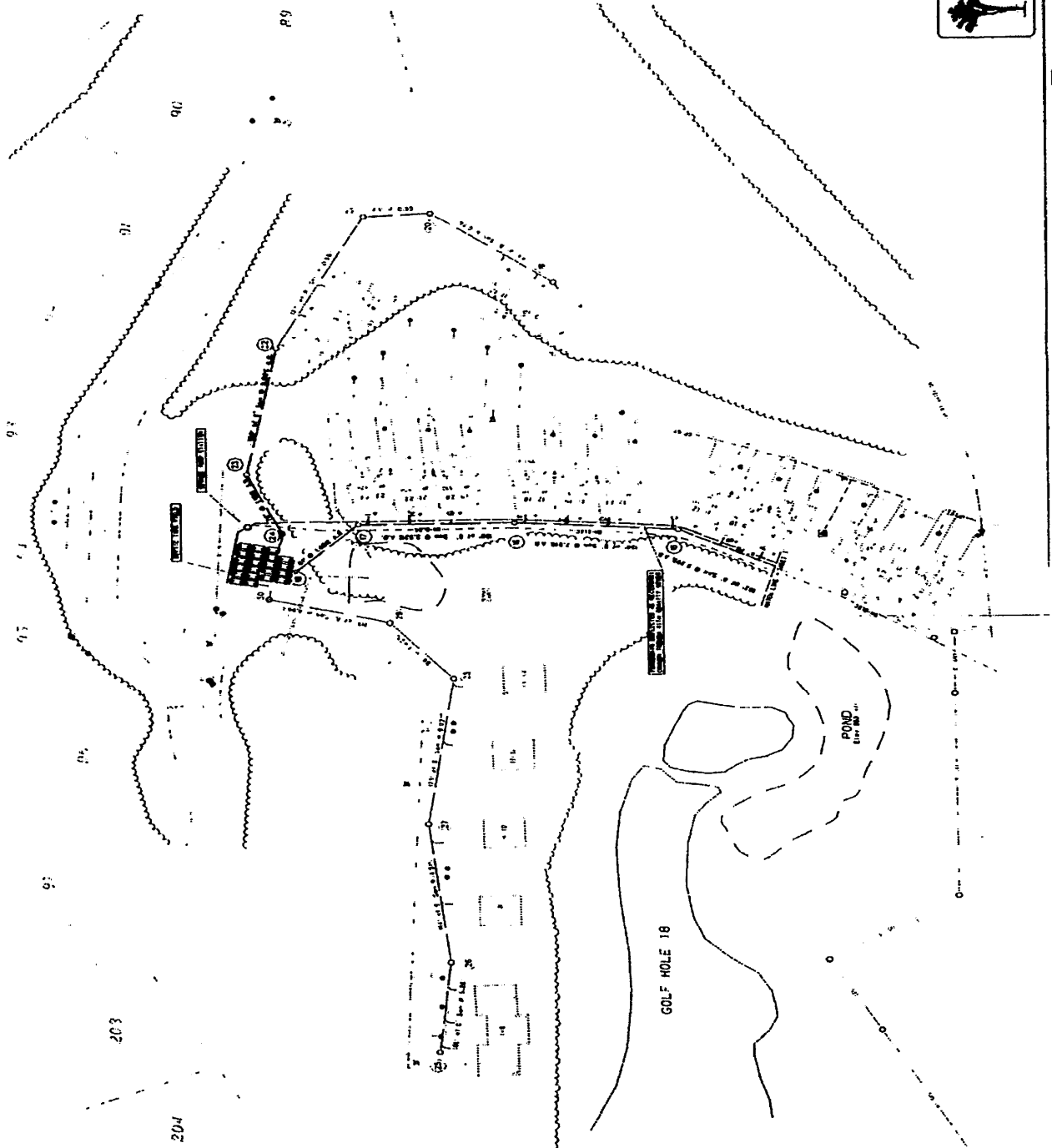
DATE 10/1/81
BY J. Young
CHECKED J. Young
APPROVED J. Young



Schuss Village & Cedar River Development
SANITARY SEWER AS-BUILT

SANITARY SEWER AS-BUILT

PART OF SECTION 31, T30N, R7W
KEARNEY TOWNSHIP, ANTRIM COUNTY, MICHIGAN
PART OF SECTION 3, T29N, R7W
CUSTER TOWNSHIP, ANTRIM COUNTY, MICHIGAN




16

SANTARY-STUNE
(6" TYPICAL) A.B.



157



JUSTITIA & TONG
INC.

represented by: **LEE, KIM & PARK**
ATTORNEYS AT LAW
1000 W. 10TH AVE., SUITE 100
DENVER, CO 80202

STATE OF TEXAS, COUNTY OF DALLAS

Know all men by these presents, that **JUSTITIA & TONG, INC.**, a corporation organized and existing under the laws of the State of Texas, for and in consideration of the sum of **ONE HUNDRED THOUSAND (\$100,000.00)** Dollars, to it in cash paid by **LEE, KIM & PARK**, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said **LEE, KIM & PARK**, their heirs and assigns forever, all that certain

Date of Sale	Date of Recording	Book & Page

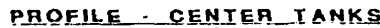
Grantor: **JUSTITIA & TONG, INC.**
 Grantee: **LEE, KIM & PARK**
 Witness: **LEE, KIM & PARK**
 Notary Public for the State of Texas
 My Comm. Expires: **12/31/2000**



NAB
NATIONAL ASSOCIATION OF BROADCASTERS
1100 15th St., N.W.
Washington, D.C. 20004
202/462-6788
www.nab.org

As-Built Septic Tank Farm - Details

EUSTON TOWNSHIP, ANIMAS COUNTY, MICHIGAN



References

NOTE (Cont)

154

USPS 250

Cal/Soc/Inspec - in
Specs - 2,000,000,000

CLASSIFY 404 AS 14 (3/7)

100

14	1 Bedroom Units	0	120	gal/day	•	11,100	gal/day
15	2 Bedroom Units	0	120	gal/day	•	7,800	gal/day

Carte de (au total) 5
25 - 25 - 25 - 25 - 25

10. **How many times have you been in the hospital in the last 12 months?**

HOTEL LINE

1000

Conjunct
e al. B.

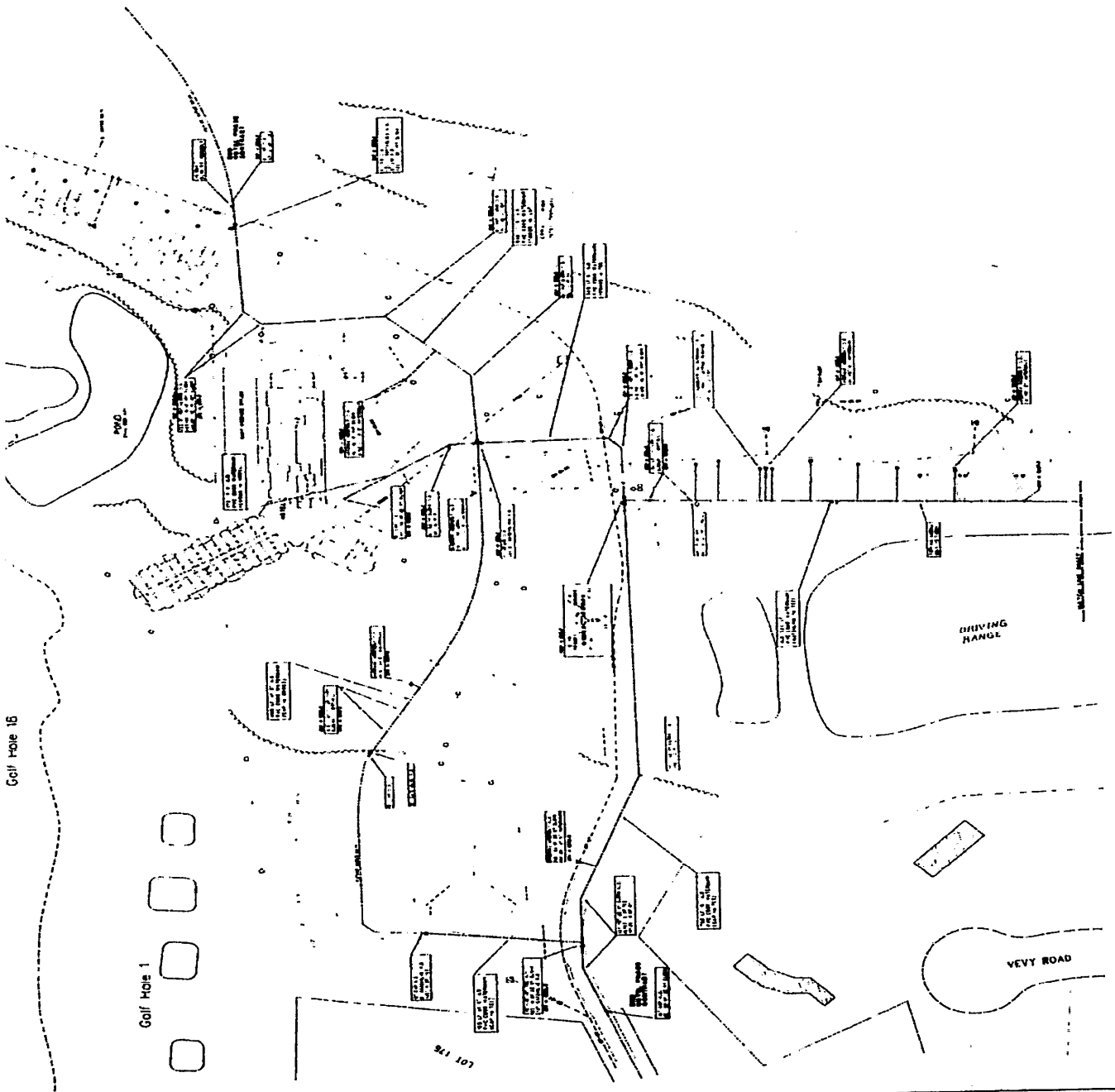
WIDSTROM & YOUNG



20-10000
9-10000

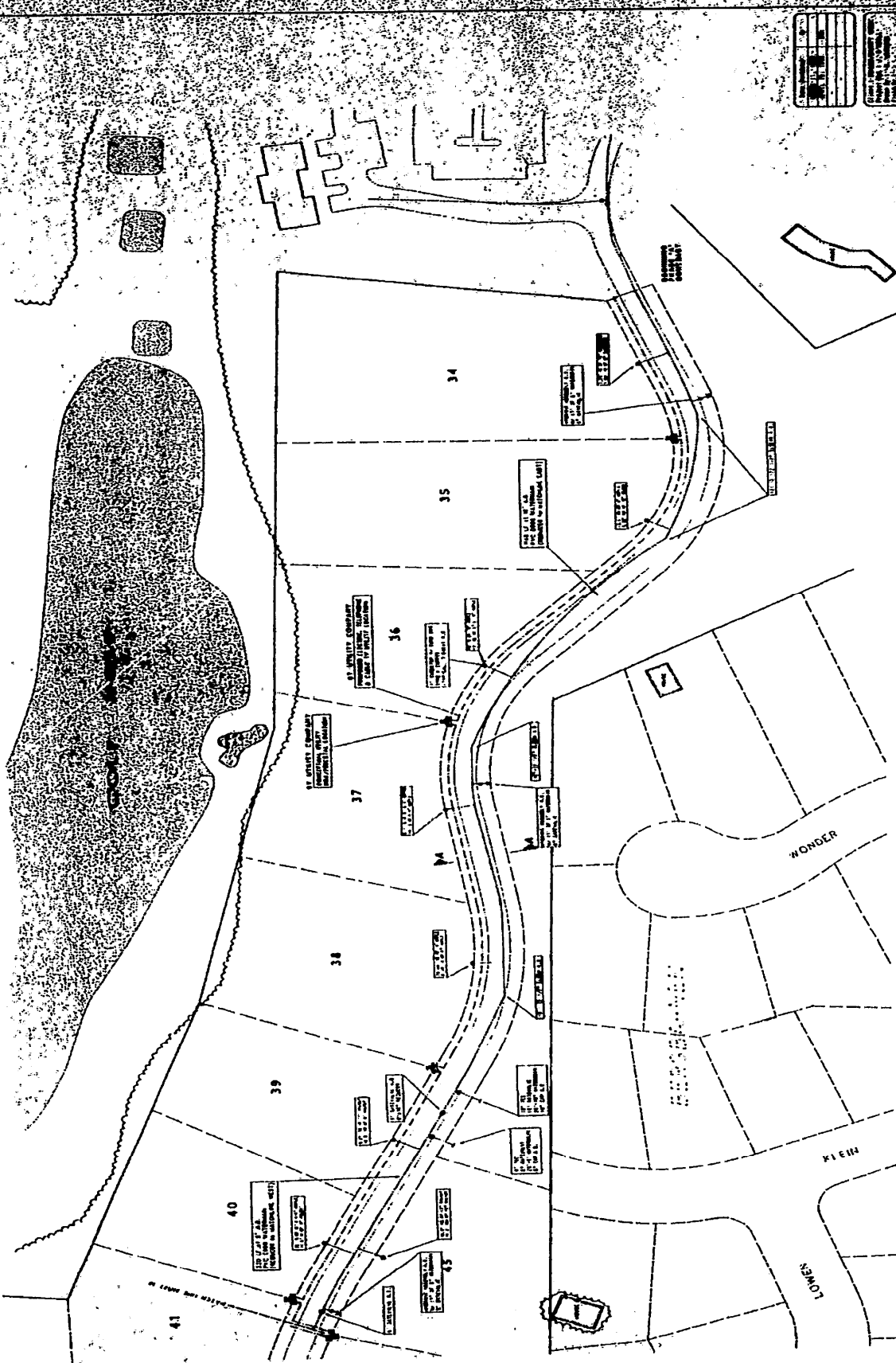
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AS-BUILT SANITARY SEWER - SEPTIC TANK FARM - DETAILS




Shanty Creek / Cedar River Development
WATER AS-BUILT
 PART OF SECTIONS 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.

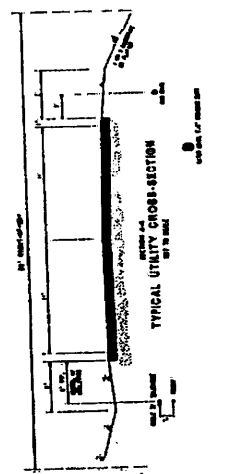
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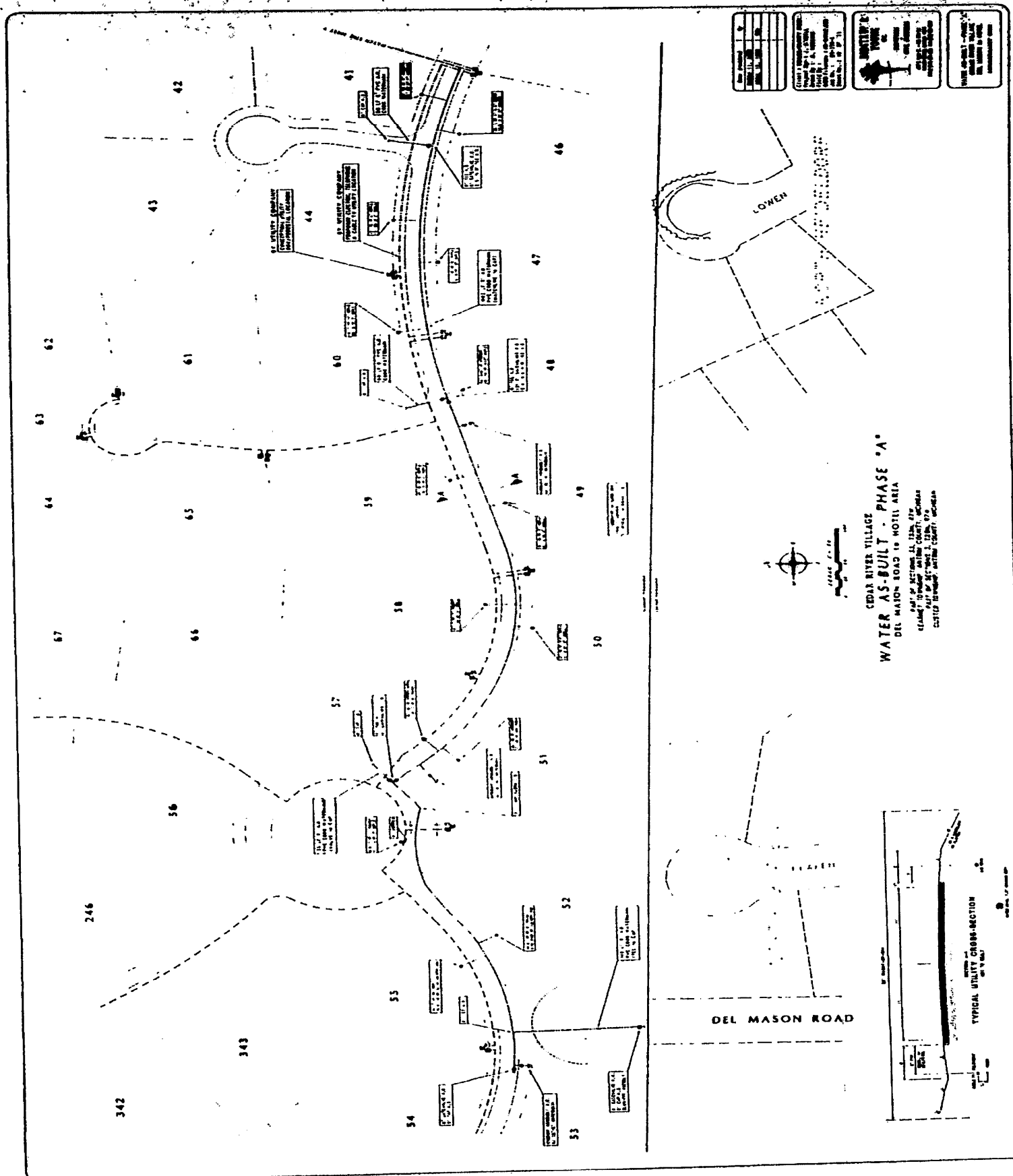


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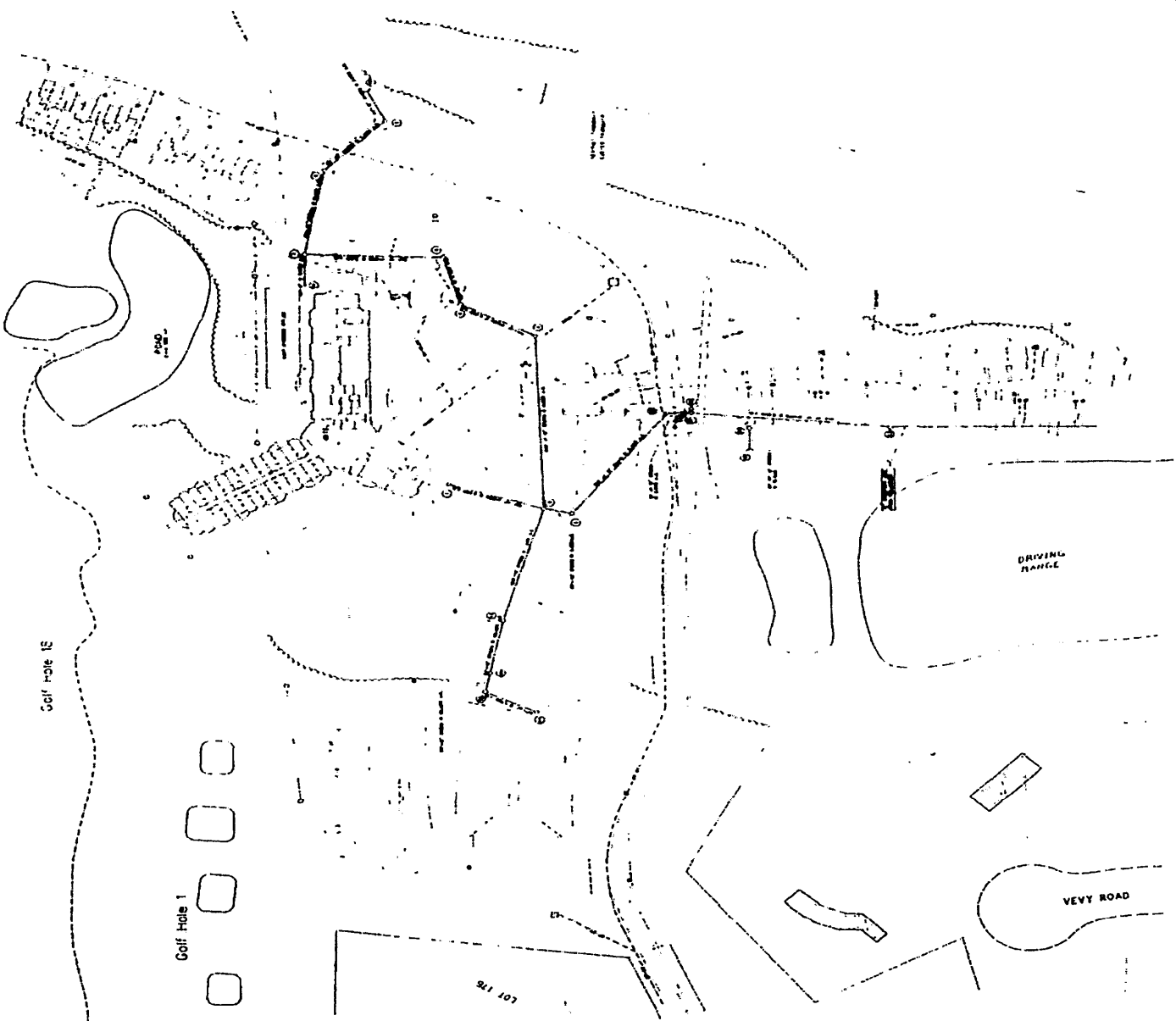


 CEDAR RIVER VILLAGE
 WATER AS-BUILT - PHASE "A"
 DEL MASON ROAD TO HOTEL AREA
 PART OF SECTION 31, T20N, R7E
 RELAYED FROM PLAT 10, COUNTY, IOWA
 PART OF SECTION 31, T20N, R7E
 CUSTER TOWNSHIP, IOWA COUNTY, IOWA



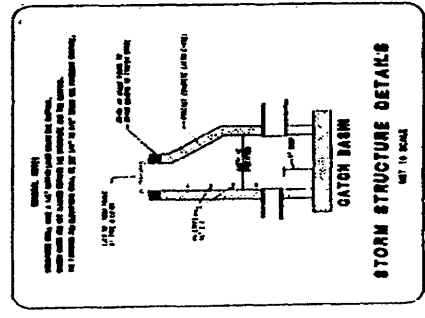


Shanty Creek / Cedar River Development
STORM SEWER AS-BUILT
 PART OF SECTIONS 33, 34, 35, 36, 37, 38
 KEARNY TOWNSHIP, ANTIUM COUNTY, MICHIGAN
 PART OF SECTIONS 3, 4, 5, 6, 7, 8, 9, 10
 CUSTER TOWNSHIP, ANTIUM COUNTY, MICHIGAN



STORM STRUCTURES

Structure	Location	Size	Material	Notes
CB-1	At intersection of Vevy Road and Section 33/34 line	18" x 18"	Concrete	Manhole
CB-2	At intersection of Section 33/34 line and Section 35/36 line	24" x 24"	Concrete	Manhole
CB-3	At intersection of Section 35/36 line and Section 37/38 line	18" x 18"	Concrete	Manhole
CB-4	At intersection of Section 37/38 line and Section 39/40 line	24" x 24"	Concrete	Manhole
CB-5	At intersection of Section 39/40 line and Section 41/42 line	18" x 18"	Concrete	Manhole
CB-6	At intersection of Section 41/42 line and Section 43/44 line	24" x 24"	Concrete	Manhole
CB-7	At intersection of Section 43/44 line and Section 45/46 line	18" x 18"	Concrete	Manhole
CB-8	At intersection of Section 45/46 line and Section 47/48 line	24" x 24"	Concrete	Manhole
CB-9	At intersection of Section 47/48 line and Section 49/50 line	18" x 18"	Concrete	Manhole
CB-10	At intersection of Section 49/50 line and Section 51/52 line	24" x 24"	Concrete	Manhole
CB-11	At intersection of Section 51/52 line and Section 53/54 line	18" x 18"	Concrete	Manhole
CB-12	At intersection of Section 53/54 line and Section 55/56 line	24" x 24"	Concrete	Manhole
CB-13	At intersection of Section 55/56 line and Section 57/58 line	18" x 18"	Concrete	Manhole
CB-14	At intersection of Section 57/58 line and Section 59/60 line	24" x 24"	Concrete	Manhole
CB-15	At intersection of Section 59/60 line and Section 61/62 line	18" x 18"	Concrete	Manhole
CB-16	At intersection of Section 61/62 line and Section 63/64 line	24" x 24"	Concrete	Manhole
CB-17	At intersection of Section 63/64 line and Section 65/66 line	18" x 18"	Concrete	Manhole
CB-18	At intersection of Section 65/66 line and Section 67/68 line	24" x 24"	Concrete	Manhole
CB-19	At intersection of Section 67/68 line and Section 69/70 line	18" x 18"	Concrete	Manhole
CB-20	At intersection of Section 69/70 line and Section 71/72 line	24" x 24"	Concrete	Manhole
CB-21	At intersection of Section 71/72 line and Section 73/74 line	18" x 18"	Concrete	Manhole
CB-22	At intersection of Section 73/74 line and Section 75/76 line	24" x 24"	Concrete	Manhole
CB-23	At intersection of Section 75/76 line and Section 77/78 line	18" x 18"	Concrete	Manhole
CB-24	At intersection of Section 77/78 line and Section 79/80 line	24" x 24"	Concrete	Manhole
CB-25	At intersection of Section 79/80 line and Section 81/82 line	18" x 18"	Concrete	Manhole
CB-26	At intersection of Section 81/82 line and Section 83/84 line	24" x 24"	Concrete	Manhole
CB-27	At intersection of Section 83/84 line and Section 85/86 line	18" x 18"	Concrete	Manhole
CB-28	At intersection of Section 85/86 line and Section 87/88 line	24" x 24"	Concrete	Manhole
CB-29	At intersection of Section 87/88 line and Section 89/90 line	18" x 18"	Concrete	Manhole
CB-30	At intersection of Section 89/90 line and Section 91/92 line	24" x 24"	Concrete	Manhole
CB-31	At intersection of Section 91/92 line and Section 93/94 line	18" x 18"	Concrete	Manhole
CB-32	At intersection of Section 93/94 line and Section 95/96 line	24" x 24"	Concrete	Manhole
CB-33	At intersection of Section 95/96 line and Section 97/98 line	18" x 18"	Concrete	Manhole
CB-34	At intersection of Section 97/98 line and Section 99/100 line	24" x 24"	Concrete	Manhole
CB-35	At intersection of Section 99/100 line and Section 101/102 line	18" x 18"	Concrete	Manhole
CB-36	At intersection of Section 101/102 line and Section 103/104 line	24" x 24"	Concrete	Manhole
CB-37	At intersection of Section 103/104 line and Section 105/106 line	18" x 18"	Concrete	Manhole
CB-38	At intersection of Section 105/106 line and Section 107/108 line	24" x 24"	Concrete	Manhole
CB-39	At intersection of Section 107/108 line and Section 109/110 line	18" x 18"	Concrete	Manhole
CB-40	At intersection of Section 109/110 line and Section 111/112 line	24" x 24"	Concrete	Manhole
CB-41	At intersection of Section 111/112 line and Section 113/114 line	18" x 18"	Concrete	Manhole
CB-42	At intersection of Section 113/114 line and Section 115/116 line	24" x 24"	Concrete	Manhole
CB-43	At intersection of Section 115/116 line and Section 117/118 line	18" x 18"	Concrete	Manhole
CB-44	At intersection of Section 117/118 line and Section 119/120 line	24" x 24"	Concrete	Manhole
CB-45	At intersection of Section 119/120 line and Section 121/122 line	18" x 18"	Concrete	Manhole
CB-46	At intersection of Section 121/122 line and Section 123/124 line	24" x 24"	Concrete	Manhole
CB-47	At intersection of Section 123/124 line and Section 125/126 line	18" x 18"	Concrete	Manhole
CB-48	At intersection of Section 125/126 line and Section 127/128 line	24" x 24"	Concrete	Manhole
CB-49	At intersection of Section 127/128 line and Section 129/130 line	18" x 18"	Concrete	Manhole
CB-50	At intersection of Section 129/130 line and Section 131/132 line	24" x 24"	Concrete	Manhole
CB-51	At intersection of Section 131/132 line and Section 133/134 line	18" x 18"	Concrete	Manhole
CB-52	At intersection of Section 133/134 line and Section 135/136 line	24" x 24"	Concrete	Manhole
CB-53	At intersection of Section 135/136 line and Section 137/138 line	18" x 18"	Concrete	Manhole
CB-54	At intersection of Section 137/138 line and Section 139/140 line	24" x 24"	Concrete	Manhole
CB-55	At intersection of Section 139/140 line and Section 141/142 line	18" x 18"	Concrete	Manhole
CB-56	At intersection of Section 141/142 line and Section 143/144 line	24" x 24"	Concrete	Manhole
CB-57	At intersection of Section 143/144 line and Section 145/146 line	18" x 18"	Concrete	Manhole
CB-58	At intersection of Section 145/146 line and Section 147/148 line	24" x 24"	Concrete	Manhole
CB-59	At intersection of Section 147/148 line and Section 149/150 line	18" x 18"	Concrete	Manhole
CB-60	At intersection of Section 149/150 line and Section 151/152 line	24" x 24"	Concrete	Manhole
CB-61	At intersection of Section 151/152 line and Section 153/154 line	18" x 18"	Concrete	Manhole
CB-62	At intersection of Section 153/154 line and Section 155/156 line	24" x 24"	Concrete	Manhole
CB-63	At intersection of Section 155/156 line and Section 157/158 line	18" x 18"	Concrete	Manhole
CB-64	At intersection of Section 157/158 line and Section 159/160 line	24" x 24"	Concrete	Manhole
CB-65	At intersection of Section 159/160 line and Section 161/162 line	18" x 18"	Concrete	Manhole
CB-66	At intersection of Section 161/162 line and Section 163/164 line	24" x 24"	Concrete	Manhole
CB-67	At intersection of Section 163/164 line and Section 165/166 line	18" x 18"	Concrete	Manhole
CB-68	At intersection of Section 165/166 line and Section 167/168 line	24" x 24"	Concrete	Manhole
CB-69	At intersection of Section 167/168 line and Section 169/170 line	18" x 18"	Concrete	Manhole
CB-70	At intersection of Section 169/170 line and Section 171/172 line	24" x 24"	Concrete	Manhole
CB-71	At intersection of Section 171/172 line and Section 173/174 line	18" x 18"	Concrete	Manhole
CB-72	At intersection of Section 173/174 line and Section 175/176 line	24" x 24"	Concrete	Manhole
CB-73	At intersection of Section 175/176 line and Section 177/178 line	18" x 18"	Concrete	Manhole
CB-74	At intersection of Section 177/178 line and Section 179/180 line	24" x 24"	Concrete	Manhole
CB-75	At intersection of Section 179/180 line and Section 181/182 line	18" x 18"	Concrete	Manhole
CB-76	At intersection of Section 181/182 line and Section 183/184 line	24" x 24"	Concrete	Manhole
CB-77	At intersection of Section 183/184 line and Section 185/186 line	18" x 18"	Concrete	Manhole
CB-78	At intersection of Section 185/186 line and Section 187/188 line	24" x 24"	Concrete	Manhole
CB-79	At intersection of Section 187/188 line and Section 189/190 line	18" x 18"	Concrete	Manhole
CB-80	At intersection of Section 189/190 line and Section 191/192 line	24" x 24"	Concrete	Manhole
CB-81	At intersection of Section 191/192 line and Section 193/194 line	18" x 18"	Concrete	Manhole
CB-82	At intersection of Section 193/194 line and Section 195/196 line	24" x 24"	Concrete	Manhole
CB-83	At intersection of Section 195/196 line and Section 197/198 line	18" x 18"	Concrete	Manhole
CB-84	At intersection of Section 197/198 line and Section 199/200 line	24" x 24"	Concrete	Manhole
CB-85	At intersection of Section 199/200 line and Section 201/202 line	18" x 18"	Concrete	Manhole
CB-86	At intersection of Section 201/202 line and Section 203/204 line	24" x 24"	Concrete	Manhole
CB-87	At intersection of Section 203/204 line and Section 205/206 line	18" x 18"	Concrete	Manhole
CB-88	At intersection of Section 205/206 line and Section 207/208 line	24" x 24"	Concrete	Manhole
CB-89	At intersection of Section 207/208 line and Section 209/210 line	18" x 18"	Concrete	Manhole
CB-90	At intersection of Section 209/210 line and Section 211/212 line	24" x 24"	Concrete	Manhole
CB-91	At intersection of Section 211/212 line and Section 213/214 line	18" x 18"	Concrete	Manhole
CB-92	At intersection of Section 213/214 line and Section 215/216 line	24" x 24"	Concrete	Manhole
CB-93	At intersection of Section 215/216 line and Section 217/218 line	18" x 18"	Concrete	Manhole
CB-94	At intersection of Section 217/218 line and Section 219/220 line	24" x 24"	Concrete	Manhole
CB-95	At intersection of Section 219/220 line and Section 221/222 line	18" x 18"	Concrete	Manhole
CB-96	At intersection of Section 221/222 line and Section 223/224 line	24" x 24"	Concrete	Manhole
CB-97	At intersection of Section 223/224 line and Section 225/226 line	18" x 18"	Concrete	Manhole
CB-98	At intersection of Section 225/226 line and Section 227/228 line	24" x 24"	Concrete	Manhole
CB-99	At intersection of Section 227/228 line and Section 229/230 line	18" x 18"	Concrete	Manhole
CB-100	At intersection of Section 229/230 line and Section 231/232 line	24" x 24"	Concrete	Manhole



STORM SEWER AS-BUILT

DATE: 10/1/2000

BY: J. J. JONES

CHECKED: J. J. JONES

APPROVED: J. J. JONES

STORM SEWER AS-BUILT