

ANTRIM COUNTY MI.
Register of Deeds
Recorded

10-27-2000 16:20:01

Manda R. Conway
REGISTER OF DEEDS

CERTIFICATION 10-27-2000 WAK

I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date to this instrument. This does not include taxes in the process of collection.

Sherry A. Comben, Antrim County Treasurer

MASTER DEED

HAWK'S EYE GOLF CLUB CONDOMINIUM

This Master Deed is made and executed on this October 27, 2000, by Hawk's Eye Golf Club, L.L.C., a Michigan Limited Liability Company, hereinafter referred to as "Developer", whose post office address is 5820 Shanty Creek Road, Bellaire, Michigan 49615 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

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

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

**ARTICLE I
TITLE AND NATURE**

The Condominium Project shall be known as Hawk's Eye Golf Club Condominium, Antrim County Condominium Subdivision Plan No. 86. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by Antrim County and thereafter will be filed with Antrim County. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Condominium owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project as are designated by the Master Deed.

**ARTICLE II
DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows, excluding any and all mineral and gas rights to the described property for the benefit of the Developer, its successors and/or assigns:

A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF KEARNEY, COUNTY OF ANTRIM, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS, TO-WIT:

THAT PART OF SECTIONS 27, 28, 33, T30N-R7W, DESCRIBED AS COMMENCING AT THE CORNER COMMON TO SECTIONS 28, 29, 33 AND 34; THENCE N88 40'23"W ALONG THE NORTH LINE OF SECTION 33, 1320.34 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE

Section 5. UTILITY EASEMENT.

Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus utilizes, taps, ties-in, extends or enlarges, the costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in the Antrim County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 6. EASEMENT RETAINED BY DEVELOPER.

Developer reserves an easement for the benefit of itself and assigns, over all of the General Common Elements of the Project. Developer or its assigns may use this easement and grant rights to this easement through contract, deed or other legal instrument for any purpose it deems appropriate, including, but not limited to, ingress and egress to other developments adjacent to, or in the proximity of the Project.

Section 7. TELECOMMUNICATIONS AGREEMENTS.

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

Section 8. STORMWATER AND EROSION CONTROL EASEMENTS.

There are many stormwater and erosion control structures that have been or will be constructed within the Project. These structures include, but are not limited to, retention areas, detention areas, pipe, drain tile and rip rap. Some of these structures are located on the Units. No Owner may remove or otherwise modify any of these structures. Any modification of these structures shall require the affirmative approval of the appropriate governmental body.

ARTICLE VII AMENDMENT

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

Section 1. MODIFICATION OF UNITS OR COMMON ELEMENTS.

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

CONTINUING N88 40'23"W ALONG SAID NORTH LINE, 547.84 TO THE POINT OF BEGINNING; THENCE S00 54'18"W, 100.18 FEET; THENCE S05 16'59"W, 251.39 FEET; THENCE S15 48'19"E, 451.32 FEET; THENCE S21 42'32"E, 156.37 FEET; THENCE S01 12'19"E, 194.01 FEET TO THE SOUTH LINE OF TALON LANE; THENCE N88 35'40"W ALONG THE SOUTH LINE OF TALON LANE, 424.37 FEET TO THE EAST LINE OF NORTHWEST DRIVE; THENCE S00 08'01"W ALONG THE EAST LINE OF NORTHWEST DRIVE, 180.25 FEET TO THE NORTH RIGHT-OF-WAY OF SCHOOLCRAFT ROAD; THENCE N88 40'23"W ALONG SAID NORTH RIGHT-OF-WAY, 50.01 FEET TO THE WEST LINE OF NORTHWEST DRIVE; THENCE N00 08'01"E ALONG WEST LINE OF NORTHWEST DRIVE, 131.21 FEET TO THE SOUTH LINE OF FOX TRAIL; THENCE N88 11'30"W ALONG THE SOUTH LINE OF FOX TRAIL, 523.39 FEET; THENCE N00 55'29"E, 248.77 FEET; THENCE S89 04'31"E, 76.57 FEET; THENCE S42 14'32"E, 118.58 FEET; THENCE S88 11'30"E, 101.97 FEET; THENCE N40 20'59"E, 60.87 FEET; THENCE N07 00'28"E, 276.21 FEET; THENCE N11 06'00"W, 286.18 FEET; THENCE N05 16'13"W, 231.47 FEET; THENCE N09 36'57"E, 695.13 FEET; THENCE N09 55'10"W, 248.89 FEET; THENCE N47 13'44"E, 191.64 FEET; THENCE N49 53'09"E, 274.13 FEET; THENCE N85 02'28"E, 194.75; THENCE S30 55'03"E, 62.10 TO THE NORTH LINE OF NORTHWEST DRIVE; THENCE THE FOLLOWING COURSES ALONG THE NORTH LINE OF NORTHWEST DRIVE; THENCE NORTHEASTERLY, 33.73 FEET ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD OF N64 56'13"E, 33.68 FEET; THENCE N70 37'18"E, 122.30 FEET; THENCE SOUTHEASTERLY, 343.28 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD OF S65 40'12"E, 310.94 FEET; THENCE SOUTHEASTERLY, 61.31 FEET ALONG THE ARC OF A 123.21 FOOT RADIUS CURVE TO THE RIGHT, CHORD OF S07 49'51"E, 60.68 FEET; THENCE S01 55'12"W, 87.93 FEET; THENCE SOUTHEASTERLY, 7.90 FEET ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF S43 20'28"E, 7.10 FEET; THENCE S88 36'09"E, 1860.52 FEET; THENCE NORTHEASTERLY, 67.48 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF N65 37'25"E, 65.22 FEET; THENCE N39 50'59"E, 163.14 FEET; THENCE NORTHWESTERLY, 49.22 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF N16 33'27"W, 41.65 FEET TO A POINT ON THE SOUTHWEST SIDE OF TURKEY TRACE; THENCE N72 57'54"W ALONG THE WEST LINE OF TURKEY TRACE, 143.04 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE OF TURKEY TRACE, 288.25 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD OF N42 22'51"W, 274.75 FEET TO THE MONUMENTED CENTERLINE OF DEL MASON ROAD; THENCE N10 23'41"E ALONG SAID CENTERLINE, 69.40 FEET TO A POINT ON THE SOUTH 1/8 LINE OF SECTION 27; THENCE S88 35'54"E ALONG SAID SOUTH 1/8 LINE, 32.13 FEET TO THE NORTHEASTERLY LINE OF TURKEY TRACE; THENCE THE FOLLOWING COURSES ALONG THE NORTHEASTERLY LINE OF TURKEY TRACE; THENCE SOUTHEASTERLY, 292.45 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF S34 52'58"E, 271.39 FEET; THENCE S72 57'54"E, 176.71 FEET; THENCE SOUTHEASTERLY, 51.91 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF S81 27'46"E, 51.72 FEET; THENCE S09 24'36"E, 61.20 FEET TO THE SOUTHERLY LINE OF NORTHWEST DRIVE; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY LINE OF NORTHWEST DRIVE; THENCE SOUTHWESTERLY, 43.17 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF S64 35'04"W, 41.84 FEET; THENCE S39 50'59"W, 194.27 FEET; THENCE SOUTHWESTERLY, 112.46 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD OF S65 37'25"W, 108.71 FEET; THENCE N88 36'09"W, 74.39 FEET; THENCE LEAVING THE SOUTHERLY LINE OF NORTHWEST DRIVE; THENCE S07 21'34"E, 64.74 FEET; THENCE S66 20'14"W, 162.26 FEET; THENCE S29 47'15"W, 73.48 FEET; THENCE S27 14'49"E, 225.07 FEET; THENCE S80 25'21"W, 239.18 FEET TO THE WESTERLY LINE OF QUAIL HOLLOW; THENCE THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF QUAIL HOLLOW; THENCE N63 47'22"W, 91.36 FEET; THENCE N10 06'47"E, 65.50 FEET; THENCE N51 01'15"E, 79.51 FEET; THENCE N03 12'00"W, 57.67 FEET; THENCE LEAVING THE WESTERLY LINE OF QUAIL HOLLOW; THENCE S77 08'31"W, 35.14 FEET; THENCE N72 43'01"W, 221.37 FEET; THENCE N14 54'08"E, 179.85 FEET TO THE SOUTHERLY LINE OF NORTHWEST DRIVE; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY LINE OF NORTHWEST DRIVE; THENCE N88 36'09"W, 1249.98 FEET; THENCE NORTHWESTERLY 118.49 FEET ALONG THE ARC OF A 75 FOOT RADIUS CURVE TO THE RIGHT, CHORD OF N43 20'28"W, 106.55 FEET; THENCE N01 55'12"E, 67.74 FEET; THENCE NORTHWESTERLY, 40.48 FEET ALONG THE ARC OF A 77.45 FOOT RADIUS CURVE TO THE LEFT, CHORD OF N06 41'56"W, 40.02 FEET; THENCE NORTHWESTERLY, 182.12 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, CHORD OF N51 46'28"W, 174.01 FEET; THENCE LEAVING THE SOUTHERLY LINE OF NORTHWEST DRIVE; THENCE S16 14'49"W, 407.54 FEET; THENCE S23 25'03"W, 140.33 FEET; THENCE S04 40'01"W, 133.26 FEET; THENCE S69 14'47"W, 189.85 FEET; THENCE S00 54'18"W, 339.86 FEET TO THE SOUTH LINE OF SECTION 28 AND THE POINT OF BEGINNING.

And, together with the following non-exclusive easements for the following purposes as shown on Sheet 1 of Exhibit "B" hereto. In addition to the easements listed below, there are additional established in Article VI of this Master Deed and shown in Exhibit "B" hereto.

ELECTRIC LINE EASEMENTS:

1. Right-of-Way in favor of Consumers Power Company, recorded in Liber 15, Page 52.
2. Right-of-Way in favor of Consumers Power Company, recorded in Liber 15, Page 55.
3. Right-of-Way in favor of Consumers Power Company, recorded in Liber 15, Page 50.
4. Easement recorded in Liber 259, Page 689 and more particularly described as follows:

A 66.0 foot wide easement for ingress and egress and installation and maintenance of public utilities being 33.0 feet each side of the following described center line; Commencing at the Southwest corner of Section 27, T30NR7W, Kearney Township, Antrim County, Michigan; thence N88°57'28"E 1316.52 feet along the South line of said Section 27; thence N01°44'19"W 386.75 feet along the 1/8th line of said Section 27 to the Point of Beginning; thence N88°09'27"W 494.35 feet to the center line of Del Mason Road and the Point of Ending.

**ARTICLE III
DEFINITIONS**

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

Section 1. ACT.

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

Section 2. ASSOCIATION.

"ASSOCIATION" means Hawk's Eye Golf Club Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. BYLAWS.

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

Section 4. COMMON ELEMENTS.

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

Section 5. CONDOMINIUM DOCUMENTS.

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

Section 6. CONDOMINIUM PREMISES.

"CONDOMINIUM PREMISES" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hawk's Eye Golf Club Condominium as described above.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT.

"CONDOMINIUM PROJECT", "CONDOMINIUM", or "PROJECT" means Hawk's Eye Golf Club Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 8. CONDOMINIUM SUBDIVISION PLAN.

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

Section 9. CONSOLIDATING MASTER DEED.

"CONSOLIDATING MASTER DEED" means the final amended Master Deed, which shall describe Hawk's Eye Golf Club Condominium as a completed Condominium Project. Such Consolidating Master Deed, when recorded in the office of the Antrim County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. CONSTRUCTION AND SALES PERIOD.

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

Section 11. CO-OWNER.

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

Section 12. DEVELOPER.

"DEVELOPER" means Hawk's Eye Golf Club, L.L.C., a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. FIRST ANNUAL MEETING.

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

Section 14. TRANSITIONAL CONTROL DATE.

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

Section 15. UNIT OR CONDOMINIUM UNIT.

"UNIT" or "CONDOMINIUM UNIT" each mean a single Unit in Hawk's Eye Golf Club Condominium, as such space may be described in Article V, Section I hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit", as defined in the Act. Whenever any reference to one gender is made herein the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference to the singular is made herein, a reference shall also be included to the plural where the same would be appropriate and vice versa.

**ARTICLE IV
COMMON ELEMENTS**

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

Section 1. GENERAL COMMON ELEMENTS.

The General Common Elements are:

A. LAND.

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

B. IMPROVEMENTS.

All roads, unassigned parking spaces and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit.

Those structures and improvements that now, or hereafter, are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in/on which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

C. ELECTRICAL.

The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

D. TELEPHONE.

The telephone system throughout the Project up to the point of connection with each residential dwelling that now, or hereafter, is constructed within the perimeter of a Unit.

E. GAS.

The gas distribution system, if any, throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now, or hereafter, is constructed within the perimeter of a Unit.

F. WATER.

The water distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now, or hereafter, is constructed within the perimeter of a Unit.

G. TELECOMMUNICATIONS.

The telecommunications system, if any, when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now, or hereafter, is constructed within the perimeter of a Unit.

H. OTHER.

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

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

Section 2. LIMITED COMMON ELEMENTS.

Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are the land so designated in Exhibit "B" to this Master Deed and to the extent any of the following are located outside the boundaries of a Condominium Unit, the garage, driveways, sidewalks, porches, courtyards, patio areas (together with any fences enclosing or partially enclosing any such courtyards or patio areas) and any other improvements constructed by Developer and designated Limited Common Elements pursuant to Articles VI and VII below. All such Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan, as provided in Articles VI and VII below.

Section 3. RESPONSIBILITIES.

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

A. CO-OWNER RESPONSIBILITIES.

The responsibility for, and the cost of maintenance, decoration, repair and replacement of any and all dwelling unit exteriors, patio areas and courtyards appurtenant to each Unit as Limited Common Elements and additionally the costs of installation and maintenance of individual septic systems installed by a Co-owner on the Limited or General Common Elements shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of the dwelling exteriors, patio areas and courtyards, to the extent visible from any General Common Element in the Project, shall be subject at all times to the approval of the Association. The approval of visible exterior improvements shall be administered by the Association through the "Architectural Committee" In connection with any amendment made by Developer pursuant to Article VI or Article VII hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expenses.

B. ASSOCIATION RESPONSIBILITIES.

The responsibility for, and the cost of, maintenance, repair and replacement of dwelling exteriors, porches, walks and driveways shall be borne by the Co-owners. However, if a majority of all Co-owners so agree in writing that the costs of maintenance, repair and replacement of certain General and/or Limited Common Elements, other than as described above or in Article VI or Article VII hereof, shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

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

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

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. DESCRIPTION OF UNITS.

Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hawk's Eye Golf Club as surveyed by Farrier Surveying and attached hereto as Exhibit "B". Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines and excluding therefrom any land.

Section 2. PERCENTAGE OF VALUE.

The percentage of value assigned to each Unit shall be equal at approximately 1.6129%. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project, which would affect maintenance costs and value. Upon completing said review Developer concluded that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner

in the proceeds and the expenses of the administration of the Project and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100%) percent.

ARTICLE VI EASEMENTS

In addition to the easements shown on the attached Exhibit "B", as may be amended, the following easements are hereby placed on the Condominium:

Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES.

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

Section 2. EASEMENT FOR MAINTENANCE OF DWELLING EXTERIORS, ETC.

There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and exterior of each of the residential dwellings in accordance with the terms hereof. Except as otherwise expressly provided herein, the Association shall be responsible for the routine decoration, maintenance, repair and replacement of that portion of a Unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment. The Co-owners shall be individually responsible for the costs of maintenance, repair and replacement of all individual septic systems and individual wells, if any, residential dwellings constructed in the Project, all fences enclosing or partially enclosing courtyards and patio areas and windows, window walls, sliding glass doors, and front entry doors in each dwelling unit, regardless of the cause of such maintenance, repair and replacement; provided, however, should the Co-owner fail to perform such routine decoration, maintenance, repair or replacement as above provided, the Association shall, after written notice to the Co-owner, have the right and obligation to perform such acts and shall assess and charge each such defaulting Co-owner for the costs of such services, which costs if unpaid by the Co-owner shall be a lien in favor of the Association upon the Unit in the same manner as herein elsewhere described for delinquent dues and assessments all as set forth in further detail in Exhibit "A" to this Master Deed. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the interior of any such dwelling. There also shall exist easement to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible except as provided above. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element.

Section 3. GRANT OF EASEMENTS BY ASSOCIATION.

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

Section 4. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT.

The Developer and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or its appurtenant Limited Common Element.

Section 2. MORTGAGEE CONSENT.

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

Section 3. BY DEVELOPER.

Pursuant to Section 90 (1) of the Act, the Developer hereby reserves the right on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and/or mortgagee consent shall be required as provided in Section 2 and Section 3 of this Article. The phrase "*Materially* alter or change the rights of a Co-owner or mortgagee" shall be interpreted narrowly, in favor of the Developer so as to provide the Developer with broad power to amend said Condominium Documents.

Section 4. CHANGE IN PERCENTAGE OF VALUE.

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

Section 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT.

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

Section 6. DEVELOPER APPROVAL.

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

Section 7. SUBSTITUTED UNITS.

In the event that any appropriate governmental authority shall determine or declare that any Unit does not qualify for construction of a dwelling unit and reasonably related improvements, which determination or declaration the Developer chooses not to challenge, then, upon application of the affected Co-owner, the Developer shall cause the Master Deed to be amended, at Developer's sole cost and expense to provide for a Substituted Unit in the Condominium which Substituted Units, if any, will be upon some portion of the General Common Elements or upon that real estate described as follows (the "Expansion Area").

The Expansion Area, if added to the Condominium at all, may be used only for the construction of Substituted Units as referenced above or for General or Limited Common Elements of the Condominium and may not be used to increase the number of Units beyond one thousand (1,000) as currently provided in the Master Deed.

The nature, appearance and location of all such Substituted Units as may be provided for thereon shall be determined by Developer in its sole judgment as may be approved by the Township of Kearney. Such Substituted Units in this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, and the percentages of value set forth in Article V hereof shall remain the same as the Unit for which the Substituted Unit is provided. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Substituted Units. Furthermore, in connection with any such amendments Developer shall have the right to change the nature of any Common Element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed, or the Exhibits thereto, and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto. Further, in the event of such amendment, the Unit and Limited Common Elements appurtenant solely thereto for which the Substituted

Unit is provided shall revert to General Common Elements of the Condominium if the Substituted Unit is provided for on the General Common Elements of the Condominium, and any amendment providing for a Substituted Unit shall also amend the Master Deed to provide for such reversion. If the Substituted Unit is provided for on the Expansion Area, the Master Deed shall be amended to include that portion of the Expansion Area in the Condominium, provided, however, the Developer shall not be required to use any portion or all of the Expansion Area to provide for Substituted Units unless the Developer shall determine in its sole judgment that such use of the Expansion Area is necessary or desirable. All or any portion of the Expansion Area not used for Substituted Units may, at the option of the Developer, be incorporated into the Condominium as Units, General Common Elements or Limited Common Elements of the Condominium or be used for any purpose whatsoever not related to the Condominium as the Developer may determine.

ARTICLE VIII ASSIGNMENT

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


ARTICLE IX EXPANDABLE AREA

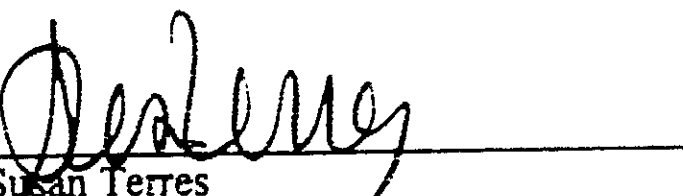
The Condominium Project established pursuant to this initial Master Deed consists of sixty (60) Units. However, this is intended to the first stage of a multi-stage project to contain in its entirety a maximum of one thousand (1,000) Units. Said additional Units shall be contained on land currently owned by the Developer as shown on the plans for the Project. Further, the Developer may purchase additional land not currently shown on its plans and establish it as part of the Condominium Project. Any such additional land shall be located within Antrim County, Michigan. Therefore, the number of Units in the Project may at the option of the Developer, its successors or assigns, within a period of twenty-five (25) years of the recording of this Master Deed be increased by the addition to this Condominium land located within the County of Antrim.

Such increase in size of the Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer, its successors or assigns. Said amendment shall include an adjustment to the percentage values attributable to each Unit as provided in Article V of this Master Deed. The precise determination of the readjustment of the percentages of value shall be within the sole judgement of the Developer.

All Co-owners, mortgagees and other persons or entities which may have an interest in or obtain an interest in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed and to any reallocation of percentages of value of existing Units.

WITNESSES:


R. Bryan Smith


Susan Terres

Hawk's Eye Golf Club, L.L.C., a Michigan Limited Liability Company

By: The Real Estate Place of Bellaire, Inc., a Michigan Corporation

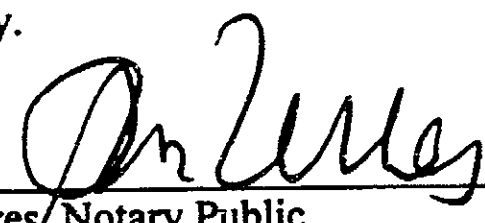
Its: Member

By: 
H. Grant Rowe

Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF ANTRIM)

On this 27th day of October, 2000, the foregoing Master Deed was acknowledged before me by H. Grant Rowe, President of Hawk's Eye Golf Club, L.L.C., a Michigan Limited Liability Company.


Susan Terres, Notary Public
Antrim County, Michigan
My Commission Expires: October 2, 2001

Instrument drafted by:

Thomas B. Rowe
5820 Shanty Creek Road
Bellaire, Michigan 49615

ANTRIM COUNTY CONDOMINIUM
PLAN NO. 26
EXHIBIT B TO THE MASTER DEED OF

HAWK'S EYE
GOLF CLUB CONDOMINIUM

DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF NEANEY, COUNTY OF ANTRIM, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS, TO-WIT:

THAT PART OF SECTIONS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

RECORDED
BY LODGE INC.
8400 SHAWY CREEK ROAD
BOX 2
BELLVILLE, MI 48015

- SHEET NO. 1
1-COVER/SUBMITTER'S CERTIFICATE
2-FUTURE DEVELOPMENT AREA
3-SURVEY PLAN UNITS 1-48
4-SITE & UTILITY PLAN UNITS 1-48
5-SITE & UTILITY PLAN UNITS 49-50

SUBJECT
TERRY E. BROAD
PROFESSIONAL LAND SURVEYOR #53866
JAMES E. BROAD
244 S. CEDAR ST., P.O. BOX 998
KALAMAZOO, MI 49006

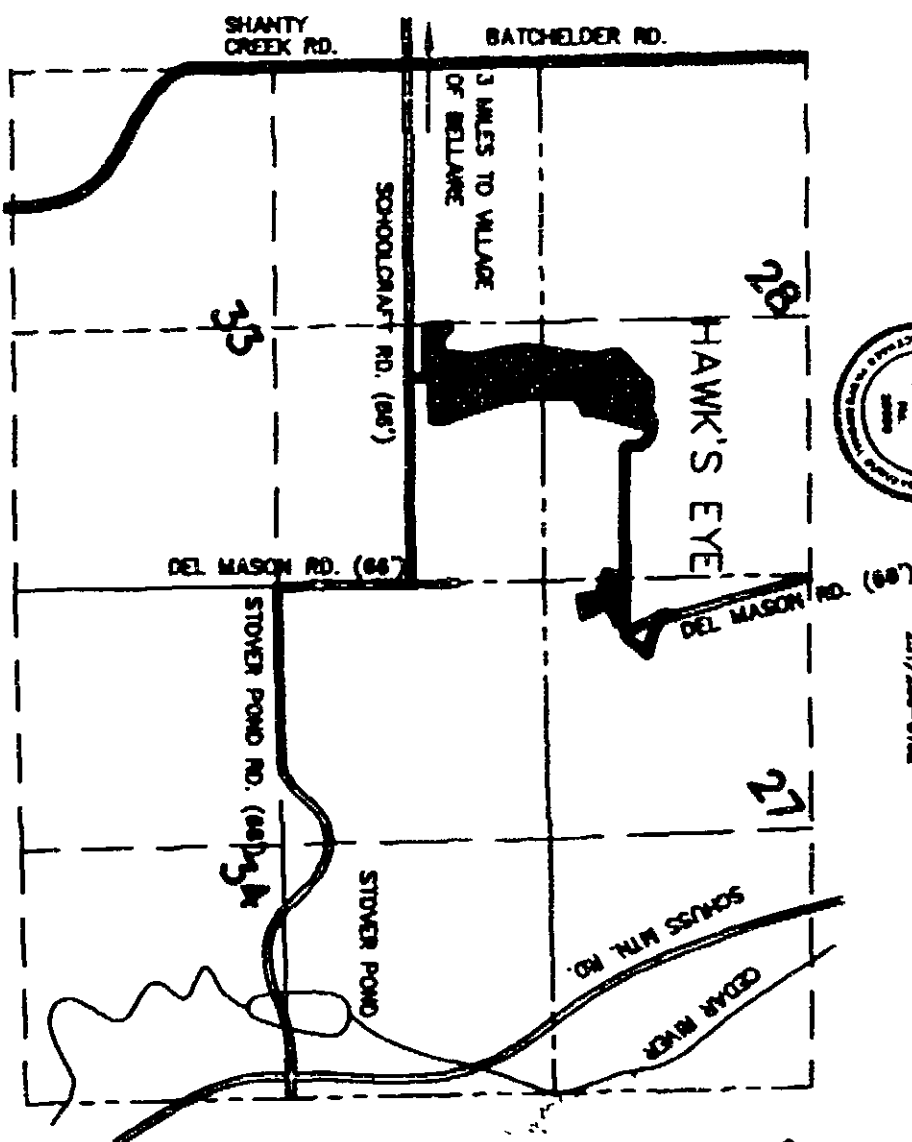
ATTENTION COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER SHAWY
RECORDED IN CONSUMERS RECORDS AND A
SUBDIVISION MAP HAS BEEN RECORDED IN THE
PUBLIC ACTS OF 1978. THE TITLE OF THE
SHEET AND IN THE SURVEYOR'S CERTIFICATE.

SURVEYOR'S CERTIFICATE

I, TERRY E. BROAD, A PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HONORARY CERTIFICATE NO. 53866, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN AS ANTRIM COUNTY SUBDIVISION PLAN NO. 26, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTIES HEREIN DESCRIBED, EXCEPT THOSE NOTED. THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE ACTS OF 1978, AS AMENDED, AND THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACTS OF 1978, AS AMENDED. THAT THE SUBDIVISION PLAN SHOWN AS ANTRIM COUNTY SUBDIVISION PLAN NO. 26, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTIES HEREIN DESCRIBED, EXCEPT THOSE NOTED. THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE ACTS OF 1978, AS AMENDED, AND THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACTS OF 1978, AS AMENDED.



PREPARED BY: James E. Broad
TERRY E. BROAD, P.L.S. # 53866
FARMER SURVEYING
244 S. CEDAR ST., P.O. BOX 998
KALAMAZOO, MI 49006
237/288-9112

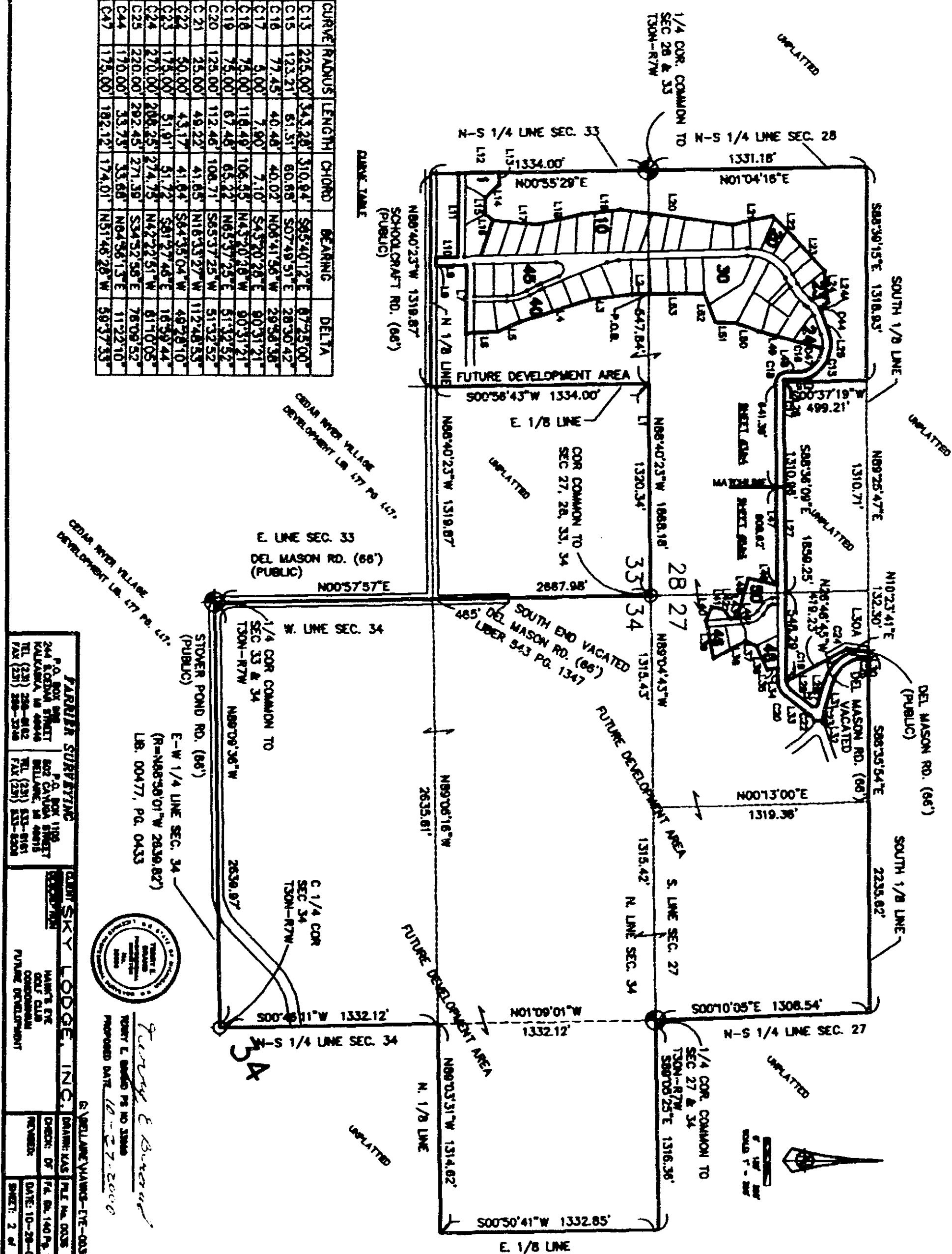


VICINITY MAP
NOT TO SCALE

FARMER SURVEYING		CLIENT SKY LODGE, INC.		DRAWN: KAS FILE NO. 0036	
P.O. BOX 998 244 CEDAR STREET KALAMAZOO, MI 49006 TEL (231) 259-9162 FAX (231) 259-3249	P.O. BOX 1105 502 CANADA STREET BELLVILLE, MI 48015 TEL (231) 533-9161 FAX (231) 533-5206	DESCRIPTION	HAWK'S EYE GOLF CLUB CONDOMINIUM COVER	CHECK: DF	FILE NO. 0036
		REVISION:		DATE: 10-26-00	
		SHEET: 1 of 5			

LINE	MARKING	DISTANCE
L1	N68.40.25 W	1866.18
L2	S50.54.15 W	100.14
L3	S52.18.40 E	251.38
L4	S12.48.10 E	451.35
L5	S21.42.52 E	156.37
L6	S01.12.10 E	194.01
L7	N68.35.40 W	424.34
L8	S00.08.01 W	180.25
L9	N68.40.23 W	50.01
L10	N00.08.01 E	151.21
L11	N68.11.30 W	323.38
L12	N00.35.28 E	248.78
L13	S68.04.31 E	76.57
L14	S42.14.32 E	118.58
L15	S56.11.30 E	101.97
L16	N40.40.30 E	60.87
L17	N07.00.28 E	276.21
L18	N11.08.00 W	286.18
L19	N08.18.13 W	231.47
L20	N08.38.57 E	695.15
L21	N09.35.10 W	248.85
L22	N42.13.44 E	191.64
L23	N48.05.09 E	274.13
L24	N68.07.28 E	194.75
L25	N10.35.03 E	62.10
L26	N03.37.18 E	122.30
L27	S01.55.12 W	87.93
L28	S48.38.09 E	1840.52
L29	N38.30.52 E	163.14
L30	N12.57.54 E	143.04
L30A	N107.3.41 E	69.40
L30	S68.35.54 E	32.13
L31	S72.57.54 E	176.71
L32	S00.24.50 E	61.20
L33	S59.50.59 W	194.27
L34	N68.36.09 W	74.36
L35	S07.21.34 E	64.74
L36	S68.20.14 W	162.26
L37	S18.47.15 W	73.48
L38	S71.44.49 E	225.07
L39	S40.32.31 W	239.15
L40	N63.47.22 W	81.38
L41	N10.08.47 E	65.50
L42	N51.01.15 E	79.51
L43	N03.12.05 W	57.67
L44	S77.08.31 W	35.14
L45	N17.43.01 W	23.37
L46	N14.54.08 E	179.85
L47	N68.36.09 W	1249.98
L48	N01.55.12 E	67.74
L49	S18.14.48 W	407.54
L50	S23.25.01 W	140.33
L51	S04.40.01 W	133.26
L52	S48.14.47 W	189.85
L53	S00.24.18 W	359.86

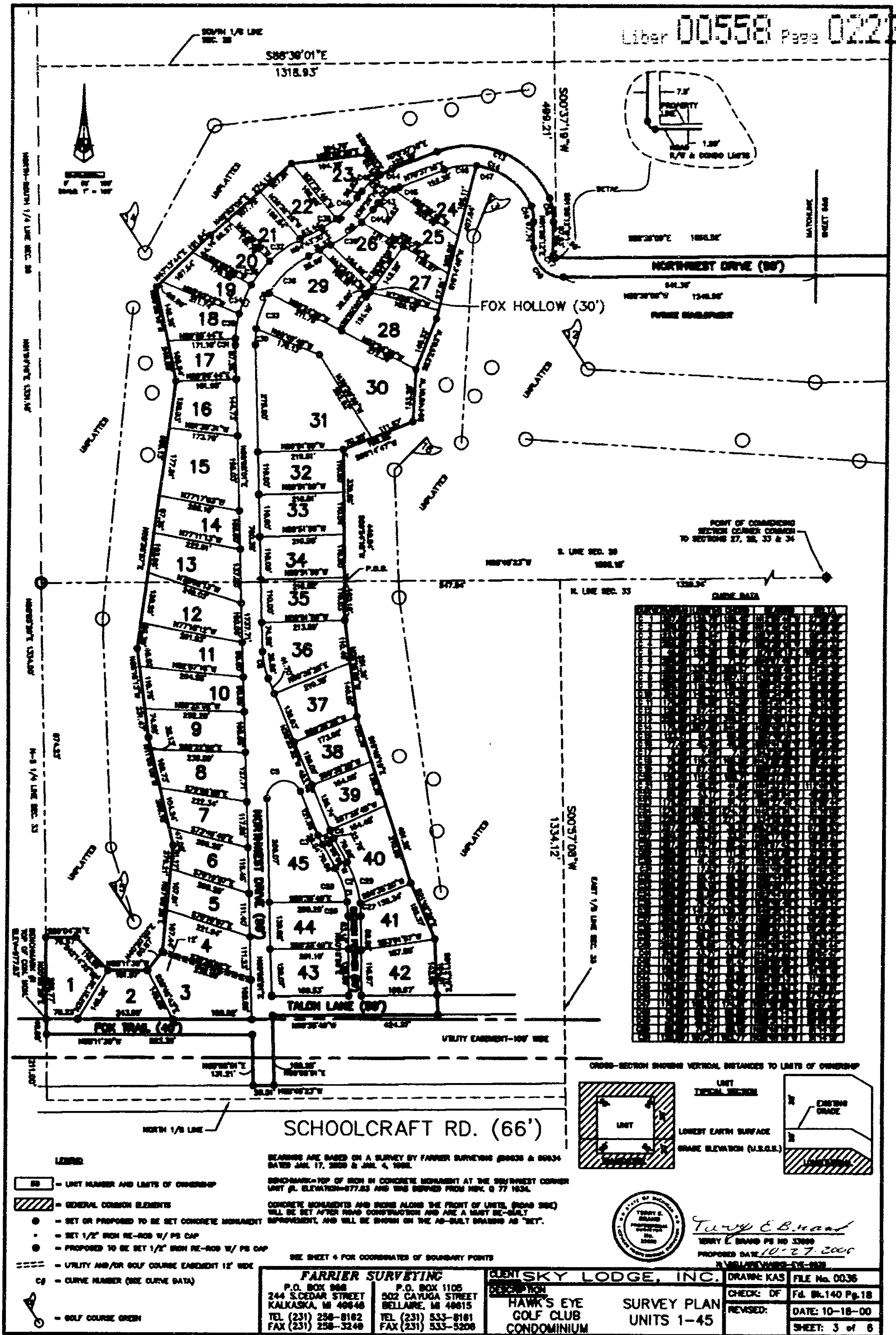
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C13	225.00'	345.28'	310.84'	S85°40'12"E	87°28'00"
C15	123.21'	81.31'	80.82'	S07°48'51"E	28°30'42"
C16	77.45'	40.46'	40.02'	N06°44'56"W	29°54'38"
C17	6.00'	7.60'	7.10'	S45°20'28"E	80°31'21"
C18	75.00'	118.48'	106.55'	N63°03'28"W	80°31'21"
C19	75.00'	87.46'	85.22'	N65°37'25"E	51°33'52"
C20	125.00'	112.46'	108.71'	S65°37'25"W	51°32'52"
C21	35.00'	49.22'	41.85'	N18°33'27"W	112°48'43"
C22	50.00'	43.17'	41.84'	S64°38'04"W	48°28'10"
C23	175.00'	51.91'	51.72'	S81°27'46"E	16°59'44"
C24	270.00'	208.25'	224.75'	N42°22'51"W	81°10'05"
C25	220.00'	202.45'	221.39'	S34°52'58"E	78°08'52"
C44	170.00'	33.75'	33.66'	N04°56'13"E	11°22'10"
C47	175.00'	182.12'	174.01'	N51°48'28"W	58°57'33"

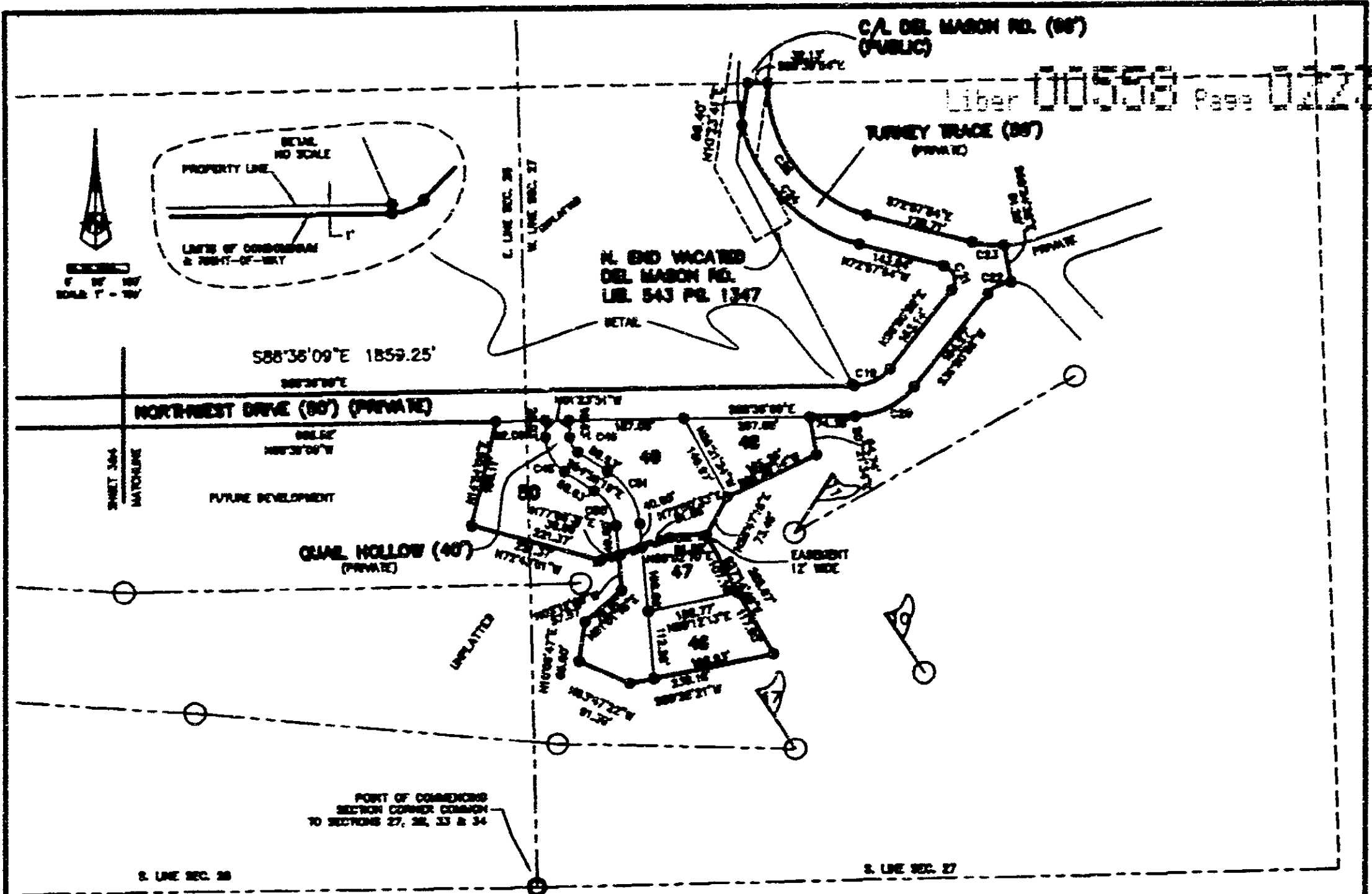


PARRISH SUBRETYING

7	SKY LODGE, INC.	DRINKING WATER	PLATE NO. 0035
8	WATER TREATMENT	CHECKED BY	PLATE NO. 14079, 151
9	CONSTRUCTION	REMARKS	DATE 10-29-00
10	PLUMBING DEVELOPMENT		SHEET 2 of 8

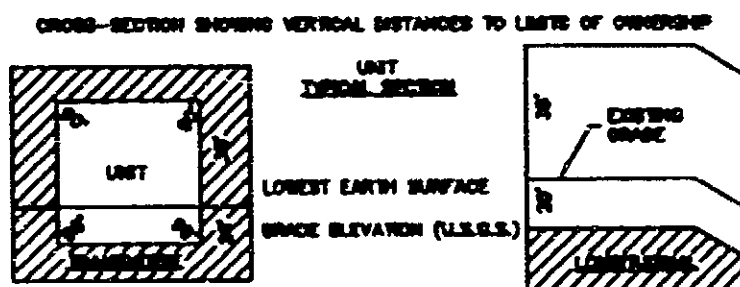
RESULTS





CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C19	75.00'	67.48'	65.22'	N65°37'25"E	51°32'52"
C20	125.00'	112.46'	108.71'	S65°37'25"W	51°32'52"
C21	25.00'	49.22'	41.65'	N16°33'27"W	112°48'53"
C22	50.00'	43.17'	41.84'	S64°35'04"W	49°28'10"
C23	175.00'	51.91'	51.72'	S81°27'46"E	16°59'44"
C24	270.00'	288.25'	274.75'	N42°22'51"W	61°10'05"
C25	220.00'	292.45'	271.39'	S34°52'58"E	76°09'52"
C48	70.00'	68.22'	65.55'	N26°31'14"W	55°50'10"
C49	30.00'	29.24'	28.09'	N26°31'14"W	55°50'10"
C50	80.00'	71.54'	69.18'	N28°49'10"W	51°14'19"
C51	120.00'	107.31'	103.77'	N28°49'10"W	51°14'19"



READINGS ARE BASED ON A SURVEY BY FARRIER SURVEYING (80028 & 80834 DATED JAN. 17, 2000 & JAN. 4, 1998).

BOUNDARY=TOP OF IRON IN CONCRETE MONUMENT AT THE SOUTHWEST CORNER UNIT #1. ELEVATION=977.53 AND WAS DERIVED FROM MON. Q 77 1934.

CONCRETE MONUMENTS AND IRONS ALONG THE FRONT OF UNITS, (ROAD SIDE) WILL BE SET AFTER ROAD CONSTRUCTION AND ARE A MUST BE-BUILT IMPROVEMENT, AND WILL BE SHOWN ON THE AS-BUILT DRAWING AS "SET".

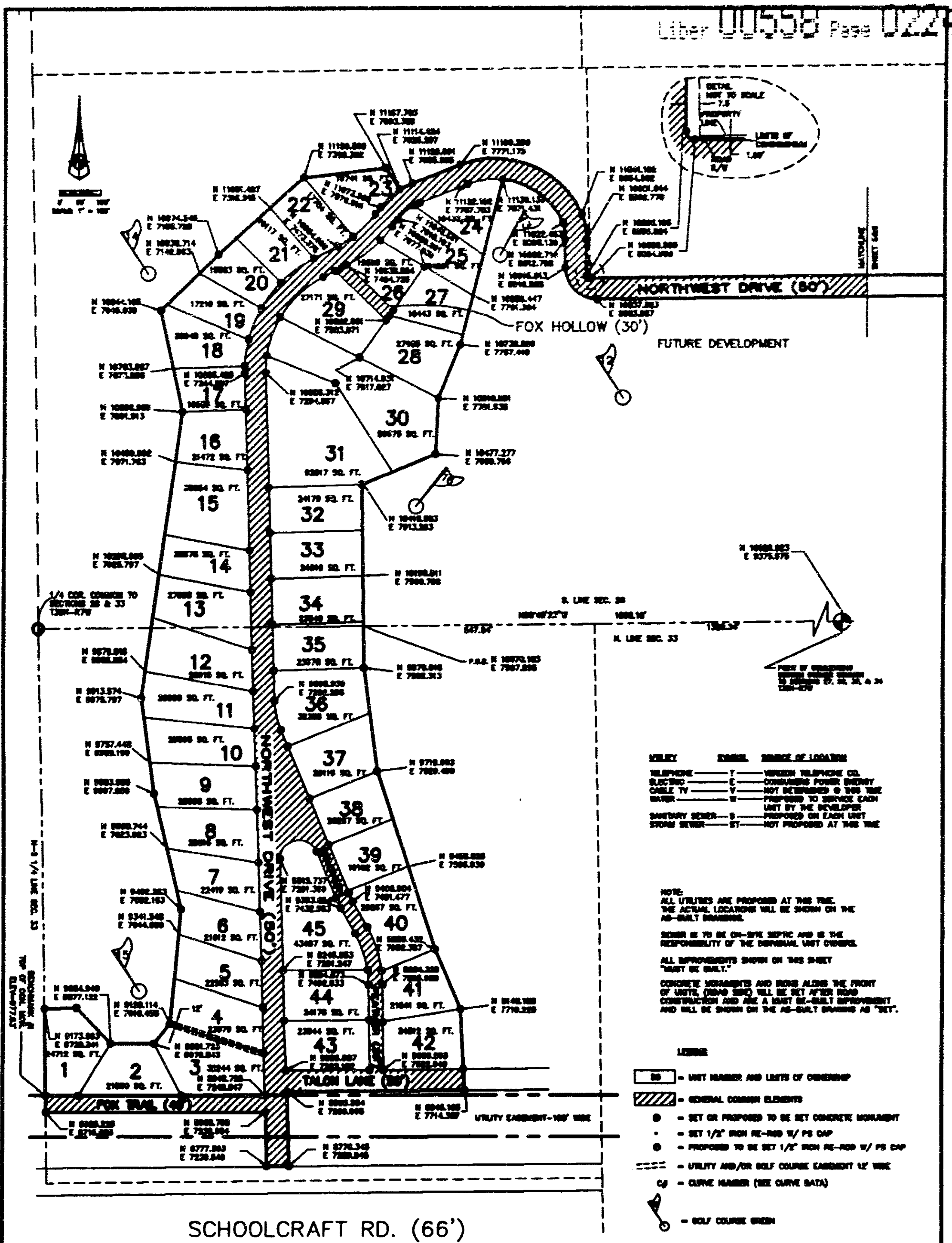
LEGEND

- 20 - UNIT NUMBER AND LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
 - - SET OR PROPOSED TO BE SET CONCRETE MONUMENT
 - - SET 1/2" IRON RE-ROD W/ PS CAP
 - - PROPOSED TO BE SET 1/2" IRON RE-ROD W/ PS CAP
- - UTILITY AND/OR GOLF COURSE EASEMENT 12' WIDE
- C# - CURVE NUMBER (SEE CURVE DATA)
- - GOLF COURSE GREEN



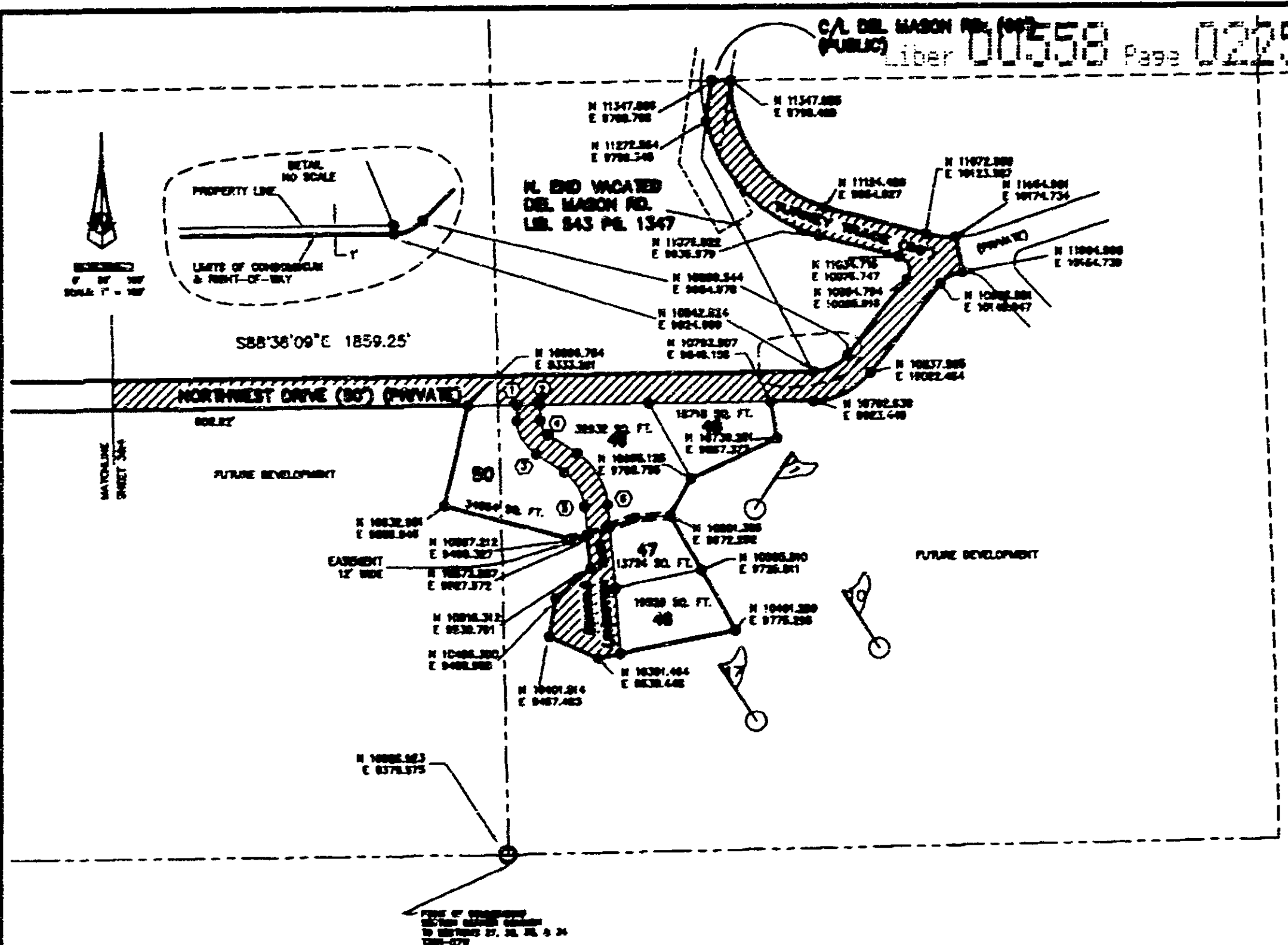
Terry E. Brand
 TERRY E. BRAND PE NO 33000
 PROPOSED DATE 10-27-2000
 20 VILLAGE HAWK EYE-0008

FARRIER SURVEYING P.O. BOX 898 244 S. CEDAR STREET KALKASKA, MI 49846 TEL (231) 258-8182 FAX (231) 258-3248		P.O. BOX 1105 502 CAYUGA STREET BELLARE, MI 49815 TEL (231) 533-8181 FAX (231) 533-5208	CLINT SKY LODGE, INC. DESCRIPTION HAWK'S EYE GOLF CLUB CONDOMINIUM	SURVEY PLAN UNITS 46-50	DRAWN: KAS CHECK: DF REVISED:	FILE No. 0038 Fd. Bl. 140 Pg. 18 DATE: 10-18-00 SHEET: 5 of 6
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Terry E. Grand
TERRY E. GRAND PS NO 33888
PROPOSED DATE 10-27-2000

FARRER SURVEYING		CLINTSKY LODGE, INC.		DRAWN: KAS	FILE No. 0038
P.O. BOX 888	P.O. BOX 1105	DESCRIPTION		CHECK: DF	Fd. Bl. 140 Pg. 18
244 S. CEDAR STREET	302 CAYUGA STREET	HAWK'S EYE	SITE & UTILITY	REVISED:	DATE: 10-18-00
KALKASKA, MI 48846	BELLARE, MI 48815	GOLF CLUB	PLAN UNITS 1-45		SHEET: 4 of 8
TEL (231) 258-8182	TEL (231) 533-8181	CONDOMINIUM			
FAX (231) 258-3240	FAX (231) 533-5808				



COORD. NUMBER	N-NORTHING E-EASTING
①	N 10004.704 E 9496.170
②	N 10003.000 E 9486.104
③	N 10790.110 E 9443.700
④	N 10790.000 E 9407.000
⑤	N 10023.400 E 9004.000
⑥	N 10000.000 E 9004.701

NOTE:
ALL UTILITIES ARE PROPOSED AT THIS TIME.
THE ACTUAL LOCATIONS WILL BE SHOWN ON THE
AS-BUILT DRAWINGS.
SEWER IS TO BE ON-SITE SEPTIC AND IS THE
RESPONSIBILITY OF THE INDIVIDUAL UNIT OWNERS.
ALL IMPROVEMENTS SHOWN ON THIS SHEET
MAY BE BUILT.
CONCRETE MONUMENTS AND SIGNS ALONG THE FRONT
OF UNITS (ROAD SIDE) WILL BE SET AFTER ROAD
CONSTRUCTION AND ARE A MUST BE-BUILT IMPROVEMENT
AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS AS "SET".

UTILITY	SYMBOL	SOURCE OF LOCATION
TELEPHONE	T	VERIZON TELEPHONE CO.
ELECTRIC	E	CONSUMERS POWER ENERGY
CABLE TV	V	NOT DETERMINED @ THIS TIME
WATER	W	PROPOSED TO SERVICE EACH UNIT BY THE DEVELOPER
SANITARY SEWER	S	PROPOSED ON EACH UNIT
STORM SEWER	ST	NOT PROPOSED AT THIS TIME

- LEGEND
- ① - UNIT NUMBER AND LIMITS OF OWNERSHIP
 - ▨ - GENERAL COMMON ELEMENTS
 - - SET OR PROPOSED TO BE SET CONCRETE MONUMENT
 - - - SET 1/2" IRON RE-ROD W/ PS CAP
 - - PROPOSED TO BE SET 1/2" IRON RE-ROD W/ PS CAP
 - - UTILITY AND/OR GOLF COURSE EASEMENT 12' WIDE
 - C₉ - CURVE NUMBER (SEE CURVE DATA)
 - ↻ - GOLF COURSE GREEN



Terry E. Brown
TERRY E. BROWN P.S. NO. 33006
PROPOSED DATE 10-27-2000

FARRIER SURVEYING P.O. BOX 900 244 CEDAR STREET KALKASKA, MI 48846 TEL (231) 250-8182 FAX (231) 250-3246		CLIENT SKY LODGE, INC. P.O. BOX 1105 502 CAYUGA STREET BELLARE, MI 48815 TEL (231) 533-8181 FAX (231) 533-5208		DRAWN: KAS CHECK: DF REVISED:	FILE No. 0036 Fd. Bl. 140 Pg. 18 DATE: 10-18-00 SHEET: 6 of 6
HAWK'S EYE GOLF CLUB CONDOMINIUM		SITE & UTILITY PLAN UNITS 46-50			

EXHIBIT "A"
BYLAWS
HAWK'S EYE GOLF CLUB CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Hawk's Eye Golf Club, a residential Condominium Project located in the Townships of Kearney, Antrim County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan including, without limiting the generality of the foregoing, the maintenance of all drainage easements and structures including ponds, brims, drain pipes and culverts located on or upon the general or limited common elements. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

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

Section 1. Assessments for Common Elements.

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

Section 2. Determination of Assessments.

Assessments shall be determined in accordance with the following provisions:

A. Budget.

The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, said expenses shall include a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by annual payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium

Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are, or may prove to be, insufficient: (i) to pay the costs of operation and management of the Condominium, (ii) to provide replacements of existing Common Elements, (iii) to provide additions to the Common Elements not exceeding \$3,500 annually for the entire Condominium Project, or (iv) an event of emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the Members thereof.

B. Special Assessments.

Special assessments, in addition to those required in subparagraph A above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (i) assessments for additions to the Common Elements of a cost exceeding \$3,500 for the entire Condominium Project per year; (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; (iii) assessments to purchase a Unit for the use as a resident manager's Unit; or (iv) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph B, but not including those assessments referred to in this subparagraph A above which shall be levied in the sole discretion of the Board of Directors, shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the Members thereof and shall not be enforceable by any creditors of the Association or the members thereof. Additionally, the Association may make special assessments against any one or more Co-owners for these purposes and to enforce those provisions set forth in Article VI, Paragraph 2 of the Master Deed without reference to the Co-owners for approval.

C. Special Assessments for Outside Maintenance.

In addition to the above, the Association may assess individual Co-owners for outside maintenance costs of dwellings and other structures placed upon the Units if: (i) the Co-owner fails to maintain the outside of such structures, (ii) the Association has given written notice to the Co-owner of its failure to maintain, (iii) a period of thirty (30) days has elapsed from the date of such notice without remedy to such failure to maintain, and (iv) the Association has expended funds for such maintenance. The amount of such assessment shall be the cost incurred by the Association in performing such maintenance plus fifteen (15%) percent of such cost.

Section 3. Apportionment of Assessments and Penalty for Default.

Unless otherwise provided in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any limitation to use the Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(A) above shall be payable by Co-owners in one (1) annual payment due and payable January 1st of each year and prorated to the date of acceptance of a deed to or a land contract vendee's interest in a Unit, or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date of each payment. Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of ten (10%) percent per annum until each installment is paid in full. The Association may, pursuant to Article XVIII, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more Co-owners) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and

costs of collection and enforcement of payment) pertinent to his Unit, which may be levied while the Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertaining to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on each installment, and third to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit.

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

Section 5. Enforcement.

A. Remedies.

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

B. Foreclosure Proceedings.

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

C. Notice of Action.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied

Bylaws of HAWK'S EYE GOLF CLUB CONDOMINIUM ASSOCIATION

against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessment(s), (iv) the legal description of the subject Unit (s) and (v) the name (s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

D. Expenses of Collection.

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

Section 6. Liability of Mortgagee.

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

Section 7. Developer's Responsibility for Assessments.

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

Section 8. Property Taxes and Special Assessments.

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

Section 9. Personal Property Tax Assessment of Association Property.

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

Section 10. Mechanic's Lien.

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

Section 11. Statement as to Unpaid Assessments.

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

**ARTICLE III
ARBITRATION****Section 1. Scope and Election.**

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

Section 2. Judicial Relief.

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

Section 3. Election of Remedies.

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

**ARTICLE IV
INSURANCE****Section 1. Extent of Coverage.**

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

A. Responsibilities of Association.

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

B. Insurance of Common Elements.

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

C. Premium Expenses.

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

D. Proceeds of Insurance Policies.

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

Section 2. Authority of Association to Settle Insurance Claims.

Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners.

Each Co-owner shall be responsible for obtaining fire and extended coverage, vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his condominium Unit, together with all Limited Common Elements appurtenant to his Unit, whether located within or outside the perimeter of his Unit, and for his personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner. The Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit, within the residential dwelling located thereon (if applicable), and on the Limited Common Elements appurtenant thereto (regardless of where located). Each Co-owner shall also obtain insurance for alternative living expense in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or have any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation.

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

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair.

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

A. Partial Damage.

If the damaged property is a Common Element, or the dwelling constructed within the perimeter of a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

B. Total Destruction.

If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless at least eighty (80%) percent of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications.

Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the appropriate governmental authority for each dwelling in the Project to a condition as comparable as possible to the existing prior to damage unless the Co-owners shall unanimously decide otherwise. However, each Co-owner shall be permitted to construct a structure differing from that prior to the damage should she choose to do so, as long as the provisions for approval and construction contained herein and in the other Condominium Documents are adhered to.

Section 3. Co-owner Responsibility for Repair.

A. Definition of Co-owner Responsibility.

If the damage is only to the dwelling, an improvement constructed within the perimeter of a Unit, or to a Limited Common Element appurtenant to the Unit, which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

B. Damage to Interior of Dwelling.

Each Co-owner shall be responsible for the reconstruction, repair, and maintenance of the interior of the dwelling and any improvements constructed within the perimeter of his Unit including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built in. In the event damage to a dwelling or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If, and to the extent that, any dwelling is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto. However, if there is a mortgagee endorsement, then the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to a Unit or of destruction of any Unit, any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair.

Except as otherwise provided in Section 3 above, the Association shall be responsible for the reconstruction, repair and maintenance of Common Elements. Immediately following a casualty causing damage to property for which the Association has the responsibility of maintenance, replace or repair and reconstruction, the Association shall obtain reliable detailed estimates of the cost to replace the damaged property in a condition as good as that existing prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, an assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost repair.

Section 5. Timely Reconstruction and Repair.

If damage to Common Elements, the dwelling or improvements constructed within the perimeter of a Unit adversely affects the appearance of the Unit, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement or repair six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain.

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

A. Taking of Unit.

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

B. Taking of Common Elements.

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

C. Continuation of Condominium After Taking.

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

D. Notification of Mortgagees.

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

Section 7. Notification of FHLMC.

If the loss or taking exceeds ten thousand (\$10,000) dollars in amount, or if the damage to a Condominium Unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation ("FHLMC") exceeds one thousand (\$1,000) then, upon request therefore by FHLMC, the Association shall give it written notice of any loss to or taking of the Common Elements of the Condominium.

Section 8. Priority of Mortgage Interests.

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

**ARTICLE VI
RESTRICTIONS**

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

Section 1. Residential Use.

No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Leasing and Rental.

A. Right to Lease.

A Co-owner may lease her Unit for the same purposes set forth in Section 1, of this Article VI provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection B below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

B. Leasing Procedures.

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

- (1) The term of the lease shall be a minimum of one (1) night.
- (2) Tenants or other non-co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state. Furthermore, the owner leasing her Unit shall also have a complete set of the Condominium Documents available for review by any tenant or other non-owner occupants.
- (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
 - (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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- (b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by tenant or advise the Association that a violation has not occurred.
 - (c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.
- (4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Controls.

The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in conjunction with the sale of such Units to individual Co-owners. Certain restrictions shall govern the procedures for building and the appearance of residential dwellings and other improvements within the boundaries of each of the Units.

Any construction on a Unit shall require the approval of the Developer and/or the Association, as hereinafter set forth, prior to the time of the commencement of any construction within the boundaries of the Condominium Unit or Units or upon any of the Common Elements of the Condominium Project. Developer's or Association's, as applicable, prior written approval of proposed plans is required for any residential construction, additional buildings or structures, roads, sidewalks or other improvements to be built or erected on the Premises and any changes to existing buildings, structures or grades prior to the construction or erection thereof. With prior written consent by the Developer and/or the Association, a Co-owner may engage the services of a licensed builder to construct improvements (including the residential dwelling) within the boundaries of a Unit or to the extent approved by the Developer and/or the Association, on the Limited Common Elements appurtenant to a Condominium Unit.

The Developer and/or the Association shall be entitled to require that such builder or Co-owner furnish to the Association adequate security, in Developer's or Association's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances and in this respect construction shall be completed within one (1) year of the start of construction unless waived in writing by the Developer or Association.

Nothing contained in these Documents shall be interpreted to require that the Developer obtain approval from the Association, or any other person or entity, for any construction, improvement or alteration on any portion of the Project as it deems appropriate in its sole discretion.

Construction of any dwelling must also receive any necessary approvals from the local public authority.

Developer or Association, as applicable, shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to construct the same, and the degree of harmony thereof with the Condominium as a whole and the area of future development described in the Master Deed. Developer or Association, as applicable, may also, in its discretion, require as a condition of approval of

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any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

In this connection, the Co-owner shall submit, in a form satisfactory to the Developer or Association, as applicable, on any and all grades or slopes exceeding seven (7%) percent whether as a result of: (i) the current condition of the Unit; (ii) the construction to be undertaken upon the Unit; or, (iii) the physical characteristics of the structure placed upon the Unit, a report from a registered engineer stating that such existing or resulting slope shall not cause or occasion water run off erosion in a manner which would adversely effect abutting, adjacent, or where applicable, down stream premises. It shall be the responsibility of the Co-owner to provide, at his sole cost and expense, such erosion control devices as may be necessary in the opinion of the Developer or Association, as applicable, and governmental authorities, to ensure that water run off shall not cause erosion adversely effecting such abutting, adjacent or down stream premises. Should the Co-owner fail to provide such erosion controls, the Developer or Association may undertake to provide them and assess the Co-owner for such costs in the manner provided for special assessments for outside building maintenance as set forth in Article II, Section 2(C) hereof. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

Further, the restrictions hereby placed upon the Premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until, and only to the extent such land is included in this Project by Master Deed amendment. The Developer's rights under this Article VI, Section 3, may, in Developer's sole discretion, be assigned to the Association or other successor or assigns of the Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity or prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents. Nothing contained herein shall be interpreted to require any consent or approval by the Association.

A. Administration and Enforcement.

Initially, the Developer shall have the sole authority and responsibility of administering the architectural provisions set forth herein. Said authority includes, but is not limited to, the reviewing of architectural, grading and landscaping plans and the granting of approval of said plans. No one shall commence construction of a dwelling or other improvement on their Unit(s) until such approval has been granted. The Developer shall retain such control until it deems it appropriate to confer this power upon the Association. In no event shall the Developer retain control over the architectural review following the conveyance of ninety (90%) percent of the Units (including, expandable area). Upon the Developer's conferring said power upon the Association, the Board shall establish an "Architectural Committee" and delegate its authority to this body for the purpose of administering the architectural controls set forth herein. All duties and obligations established in this Article VI, Section 3 shall be carried out by the Developer until such time that it confers said power to the Association. The enforcing/administering body, i.e. the Developer or the Architectural Committee (hereinafter referred to as the "Architectural Authority"), shall be bound by the same procedures and standards as set forth herein.

B. Procedures.

- (1) No building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Unit nor shall any exterior addition to, or change or alteration therein, or change in the exterior appearance thereof, or change in landscaping be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the Unit shall have been submitted to and approved in writing by the appropriate Architectural Authority;
- (2) A Co-owner who wishes to construct a dwelling or any improvement on her Unit shall submit plans to the appropriate Architectural Authority for review. Said plans shall be prepared by a registered

architect or other person satisfactory to the Architectural Authority. Specifically, the plans shall minimally contain the following:

- a. Complete plans and specifications sufficient to secure a building permit from the appropriate governmental authority including a dimensional plot plan showing the Unit and placement of residence, out-buildings and fences, sewers and wells, if any, and all other improvements;
 - b. An engineered plan showing storm water run-off;
 - c. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
 - d. A perspective drawing, if deemed necessary by the Architectural Authority, to interpret and judge the exterior design;
 - e. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;
 - f. One set of blueprints to be left with the Architectural Authority permanently;
 - g. One set of blueprints showing individual septic systems and individual wells if such septic system and/or wells are to be utilized by the applicant; and
 - h. Any other data, drawings or materials which the Architectural Authority requests in order to fulfill its function.
- (3) Upon being provided the appropriate plans by the applicant, the Architectural Authority shall conduct its review of said plans and notify the applicant of its findings in writing within thirty (30) days of the submission. In the event the Architectural Authority fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required but all other limitations, conditions and restrictions set forth herein shall apply and remain in force as to such plans;
- (4) If, upon its review, the Architectural Authority determines that it will require additional information, as provided herein, it shall request said information within the thirty (30) day time period. Upon the applicant providing all additional requisite plans and documents, the Architectural Authority shall provide her with its decision within fourteen (14) days, unless further additional information is needed, in which case the Architectural Authority shall provide its decision within fourteen (14) days of its receipt of said requested additional information;
- (5) The Architectural Authority's approval of the proposed plans shall be evidenced by marking or stamping said plans as having been finally approved by that body and are dated;

C. Standards of Review.

- (1) The Architectural Authority may disapprove plans because of noncompliance with any of the restrictions herein contained, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Unit, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing which in the judgment of the Architectural Authority would render the proposed improvement or alteration not in harmony with or out of keeping with the objectives of the Developer or with improvements erected or to be erected on other Units in the Condominium, including purely aesthetic conditions;
- (2) The Architectural Authority shall not have the power to disapprove a home of "modular" type construction on that basis alone, unless it is a "modular" type home (a home delivered to the premises

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on wheels) distributed by a person or entity other than the Developer or its subsidiary in which case the Architectural Authority shall have the obligation to disapprove the plans for said home;

- (3) Co-owners may contract with any reputable contractor to construct her dwelling and any improvements to be constructed within the Condominium Project provided that they follow the requirements established by the Condominium Documents;
- (4) All Units shall be used for single family residence purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one (1) single family dwelling house and appurtenant attached structures on each Unit as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached or detached garage for the sole use of the occupants of the Unit upon which the garage is erected may also be erected and maintained. Nothing contained herein shall encumber the Developer's rights contained herein and, specifically, in Section 17 of this Article;
- (5) Minimum Square Footage.
 - a. In the case of one-story building, the living area thereof shall be no less than one thousand (1000) square feet;
 - b. In the case of a two-story building, the living area thereof shall be not less than thirteen hundred (1300) square feet; and
 - c. In the case of a quad or tri-level building, the living area thereof shall be not less than seventeen hundred (1700) square feet.

All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, out buildings, porches or similar areas which are not normally classified as living areas;

- (6) Set Backs.

All structures shall conform to the following setbacks from the perimeter of the Unit:

- a. Front Line (the line facing the street unless otherwise indicated) forty (40) feet;
 - b. Side Lines fifteen (15) feet; and
 - c. Rear Lines twenty (20) feet.
- (7) All garages must be architecturally related to the dwelling;
- (8) The Architectural Authority may grant such exceptions to these restrictions as it deems appropriate, except with regard to paragraph 2; and
- (9) In addition to the requirements stated above, the Architectural Authority shall consider the restrictions set forth in Section 7 of this Article VI, as applicable.

Section 4. Changes in Common Elements.

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

Section 5. Activities.

No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or on any Unit at any time. A Co-owner shall not do or permit anything to be done or keep or permit to be kept on his Unit or on the Common Elements anything that will increase the rate of insurance of the Condominium without the written approval

of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets.

No animals, except for household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given permission therefore. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations after written notice of such violation to the Co-owner and a ten (10) day period to cure such violation.

Section 7. Aesthetics and General Appearance.

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

Trailers, shacks, barns, or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential-buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The erection of a temporary storage building by a builder or his subcontractors for materials and supplies to be used in the construction of a dwelling is permitted during the period when new houses are under construction in the Subdivision by the builder.

Each Co-owner shall keep all improvements on his Unit in good condition and in good repair at all times.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

The following general conditions shall be in effect:

- (1) No unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view and/or provided by the Association;

- (2) No laundry shall be hung for drying in such a way as to be visible from any position outside the perimeter of the Unit;
- (3) No swimming pool may be built which is higher than one (1) foot above the final lot grade except for hot tubs or whirlpool baths which may be located upon the decks of structures to be built. No swimming pool may be built unless some portion of the pool is within twenty (20) feet of the residence. All swimming pools, tubs and whirlpools must be constructed so that they drain in a manner approved by the Association or the Developer. As provided herein, the installation or construction of any swimming pool shall require the approval of the Architectural Authority;
- (4) No radio, television, or other communication antennas of any type will be installed on or outside of any residence unless specifically approved by the Board in writing. Antennas may be installed or placed in the interior of any residence. However, Co-owners may install a small satellite dish, not to exceed three (3) feet in diameter. Said dish must be mounted on a residential dwelling or garage appurtenant thereto. Further, any cable or wire associated with the dish shall be installed in the interior of the dwelling or garage and shall not be otherwise visible from the exterior;
- (5) No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on any street;
- (6) All utility lines including-electric, gas, telephone and cable television must be installed underground;
- (7) The visible exterior walls of any dwelling structures shall be made of wood. The Architectural Authority may grant such exceptions to this restriction as it deems suitable;
- (8) Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. The windows of a dwelling may be constructed of vinyl;
- (9) No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front building line of any Unit; provided, however, that low ornamental fencing or planting along the front Unit line in architectural harmony with the design of the house, may be erected with approval of the Board. No fence, except for dog run fences, or wall may be erected or maintained on or along the sides lines of any Unit and/or on or along the rear line of any Unit except fences which are required by law to enclose swimming pools. Fences which are an integral part of a deck or patio design shall be permitted. All fences, except for dog run fences which may be constructed using black chain link, must be constructed of pressure treated wood or the materials used for the construction of the exterior of the residence. Deck and patio fences shall not exceed a height of six (6) feet. No more than twenty-five (25%) percent of the area of any Unit may be enclosed by a dog run, any area occupied by a structure is excluded;
- (10) All driveways, aprons and parking areas must be paved with asphalt, concrete, brick pavers or loose stone. No gravel or slag shall be permitted;
- (11) Any debris resulting from the destruction in whole or in part of any dwelling or building on any Unit shall be removed with all reasonable dispatch from such Unit in order to prevent an unsightly or unsafe condition; and
- (12) No living tree of a height of twenty (20) feet or more, or more than five (5) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Board. No person shall do any act the result of which could reasonably be expected to cause damage to or destruction to any tree.

Section 8. Vehicles.

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No trailers, house trailers, commercial vehicles, boat trailers, horse trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicle, snowmobiles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon the Condominium premises, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium premises. Use of motorized vehicles anywhere on the Condominium premises, other than passenger cars, snowmobiles, golf carts and small recreational vehicles, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited. Parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions hereto from time to time; provided, however, that cars are absolutely prohibited from parking on any street at any time where the street is less than twenty-four (24) feet in width. A Co-owner may not have more than two (2) cars parked overnight on the Common Elements. A Co-owner shall also be permitted to have one (1) guest car parked overnight on the Common Elements, as long as it is not parked on the Common Elements overnight for more than seven (7) consecutive nights. Further, a Co-owner may obtain exceptions to this restriction from the Association for extraordinary circumstances. Any such exception must be in writing from the Association. If the Association deems it necessary to alleviate any parking shortage arising from maintenance of more than two (2) cars by a number of Co-owners, the Association may temporarily or permanently prohibit the maintenance of more than two (2) cars by a Co-owner or may construct additional parking facilities and assess those Co-owners maintaining more than two (2) cars for the expense of such construction and use.

Section 9. Advertising.

No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements. Said prohibition shall include all "For Sale" signs. The Association may grant exceptions to this provision on a case by case basis. The Association shall only grant such exceptions under unusual circumstances. Said exception shall be in writing. During the Construction and Sales period, this provision shall not apply, or be made to apply, to Developer its successors and assigns. Developer is expressly authorized to display whatever signs it deems necessary and proper in its sole discretion on any land contained within the Condominium Project except on Units owned by Co-owners other than the Developer. Also, building contractors shall be permitted to display small, aesthetically pleasing signs to identify a project on which it is working for the purpose of facilitating the delivery of goods and services to the site. Any such sign shall be removed within one (1) week of the issuance of the Certificate of Occupancy for the dwelling. In the event that the owner of any such sign or the applicable Co-owner fails to remove such sign as provided herein, then the Association may remove said sign from the Co-owner's premises. The Association shall not be liable to any damage to such sign.

Section 10. Rules and Regulations.

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

Section 11. Right of Access of Association.

The Association, or its duly authorized agents, shall have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any Common Elements. The Association or its agents shall also have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon and Limited Common Elements appurtenant thereto. It shall be the responsibility of each Co-owner to provide the Association means of access. The Association may gain access in the event of the failure of such Co-owner to provide means of access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his

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Unit, any improvements thereon or any Limited Common Elements appurtenant thereto caused thereby, including the repair or replacement of any doors or windows damaged in gaining such access.

Section 12. Landscaping.

Co-owners shall submit landscaping plans with the construction plans in conjunction with the architectural approval process provided for herein. The approval of the Architectural Committee of said plans shall constitute the approval of the Association. Any change in the plan or additional landscaping shall require written approval by the Association.

Section 13. Common Elements Maintenance.

Sidewalks, yards, landscaped areas, driveways, roads, and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 14. Co-owner Maintenance.

Each Co-owner shall maintain his Unit and the improvements thereon and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition, including without limiting the generality of the foregoing, all septic systems and wells. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in the Article II hereof.

Section 15. Reserved Rights of Developer.**A. A Prior Approval by Developer**

As provided for in Section 3 of this Article, during the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including color or design), nor shall any hedges, trees or substantial plantings or landscaping modifications be made until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer.

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

None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein, Developer shall have the right throughout the entire Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project, as may be expanded, by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

C. Enforcement of Bylaws.

The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 16. Sewers and Wells.

Sewage services and water supply shall be provided by individual septic system and/or wells or a septic system and/or wells maintained by the Association or private organization depending upon the requirements of the Michigan Department of Health and the Michigan Department of Environmental Quality at the time of construction of a residence upon a Unit. In the event individual septic systems or wells are used, the cost of installation and maintenance of such systems shall be borne by the Co-owner. The Costs associated with respect to the maintenance of septic systems shall be borne by the Co-owner of the Unit serviced by the septic system. The Co-owner shall cause such systems to be inspected every three (3) years by a licensed septic hauler and the septic tanks to be pumped at least every three (3) years.

Section 17. Timeshare Interests.

No provision contained herein shall be deemed to prohibit the Developer's right to establish timeshare interests within the Condominium Project. Timeshare interests are the partitioning of the ownership of a Unit or dwelling thereon and sold as such. Such partitioning of ownership of a Unit shall not increase the number of votes to which that Unit is entitled. Further, the partitioning of ownership shall not otherwise alter the percentage of ownership attributable to each Unit. Also, the obligations for assessments, special assessments or dues of a partitioned interest shall be equal to that of a non-partitioned Unit.

The right to partition ownership shall be limited solely to the Developer of the Condominium Project.

Section 18. Easements.

In addition to other language regarding easements contained herein, easements are provided for as follows:

Easements for the installation, maintenance, repair, replacement, modification and/or removal of utilities, underground television cable, sanitary and storm sewer lines, water mains, drainage lines, surface drainage swales and any other improvements which would serve the Condominium, the Association and the Developer are reserved to the Developer, its successors and assigns, as shown on the Condominium Subdivision Plan which is Exhibit "B" to the Master Deed of the Condominium and also in, on, under and over a strip of land ten (10) feet in width on each side of and along the rear side of each Unit. The use of all or part of such easements may at any time or times hereafter be granted or assigned by the Developer, its successors or assigns, to any person, firm corporation, governmental unit or agency. No building may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Unit line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder or impair the drainage plan of the Condominium and so long as access be granted without charge or liability for damages, for the installation, maintenance, repair, replacement, modification and/or removal of the utilities, drainage lines and/or additional facilities.

Private easements for public utilities are granted and reserved as shown on the Subdivision Plan of the Condominium.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association.

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

Section 2. Insurance.

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

Section 3. Notification of Meetings.

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

ARTICLE VIII VOTING

Section 1. Vote.

Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility to Vote.

No Co-owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the Co-owner, an individual representative designated by such Co-owner under the notice requirements put forth in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative.

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

Section 4. Quorum.

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

Section 5. Voting.

A Co-owner, or its duly designated voting representative, may cast their vote either in person or by proxy. In the event that the Co-owner is not present at a meeting, she may cast her vote by writing duly signed by the Co-owner or designated voting representative. If the absentee written vote is made by designated voting representative, then said representative shall include a copy of the written document that provides for their authority to cast the Co-owner's vote. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority.

A majority, except as otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Said majority is deemed a "simple majority." These Bylaws may require a vote exceeding a simple majority or a unanimous vote for certain actions as specifically provided herein.

ARTICLE IX MEETINGS

Section 1. Place of Meeting.

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

Section 2. Annual Meetings.

Annual meetings of the Association shall be held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. Further, at said annual meetings, the Co-owners may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings.

It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by thirty-three and one-third (33 1/3%) percent of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the specific purposes thereof. No business other than those purposes specifically listed in the notice shall be transacted at a special meeting.

Section 4. Notice of Meetings.

It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting. Said notice shall: (i) state the purpose of the meeting, and (ii) state the time and place where the meeting is to be held. Said notice shall be sent to each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the Co-owner or the voting representative, if applicable, to the most recent address provided to the office of the Association shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association, shall be deemed due notice.

Further, a Co-owner's or her voting representative's, if applicable, attendance at a meeting of the Association shall waive any notice requirements as to that member for that meeting and said Co-owner or voting representative shall be precluded from charging the Association with a failure to provide adequate notice as to that Co-owner or voting representative. However, this shall not preclude that Co-owner or voting representative from challenging whether proper notice was given to other members of the Association.

Section 5. Adjournment.

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

Section 6. Order of Business.

The order of business at all meetings of the members shall be as follows: (i) roll call to determine the voting power represented at the meeting; (ii) proof of notice of meeting or waiver of notice; (iii) reading of minutes of preceding meeting; (iv) reports of officers; (v) reports of committees; (vi) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (vii) election of Directors (at annual meeting or special meetings held for such purpose); (viii) unfinished business; and (ix) new business. The most senior officer present at a meeting of the Association shall preside over such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. Action Without Meeting.

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

Section 8. Consent of Absentees.

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

Section 9. Minutes.

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

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualifications of Directors.

The Board of Directors shall be comprised of at least three (3) and no more than seven (7) as may from time to time be fixed by the Board of Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

A. First Board of Directors

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

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

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, one-third (1/3) of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

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

Section 3. Powers and Duties.

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

Section 4. Other Duties.

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

- A. The management and administration of the affairs of the Association;
- B. The maintenance of the Condominium Project and the Common Elements thereof;
- C. The levying of collection of assessments from the members of the Association and the expenditure of the proceeds thereof to further the goals of the Association;
- D. Obtaining insurance and the collection and allocation of the proceeds thereof;
- E. Facilitating the rebuilding of improvements controlled by the Association in the event of casualty;
- F. The contracting and employment of persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project;
- G. Acquisition, maintenance and improvement of real or personal property of the Association or Co-owners, as provided for herein, and to otherwise buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association;
- H. The borrowing of money and the issuance of evidence of indebtedness in furtherance of any or all of the purposes of the Association. Same shall be secured by mortgage, pledge, or other lien on property owned by the Association; provided, however, that such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association;
- I. The establishment of rules and regulations in accordance with Article VI of these Bylaws;
- J. The creation of such committees as it deems necessary, convenient or desirable to efficiently carry out the functions of the Association and to delegate specific authority thereto, unless otherwise prohibited by the Condominium Documents or the law. Furthermore, the Board shall also appoint persons thereto for the purpose of carrying out the delegated duties. In no event shall a committee consist of less than three (3) persons; and
- K. Enforcement of the provisions of the Condominium Documents.

Section 5. Management Agent.

The Board of Directors may employ, on behalf of the Association, a professional management agent (which may include the Developer or any person or entity related thereto) in return for reasonable compensation established by the Board. Said management agent may perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article. Further, the Board may delegate to such management agent any other duties or powers which are not required to be performed by, or require the approval of, the Board of Directors or the members of the Association by law or by the Condominium Documents. In no event shall the Board be authorized to enter into any contract, with a management agent or otherwise, providing for services in which the maximum term is greater than three (3) years or which is not unilaterally terminable by the Association upon ninety (90) days written notice to the other party. Furthermore, no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies.

Vacancies in the Board of Directors, caused by any reason other than the removal of a Director by a vote of the members of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal.

At any regular or special meeting of the Association duly called with proper notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all the Co-owners. The Co-owners may then elect a successor at the same meeting to replace the removed Director. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 4.

Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time, from time to time, without notice and in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting.

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

Section 9. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors. The Board shall meet on at least two (2) occasions during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director by mail, telephone, email or facsimile at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings.

Special meetings of the Board of Directors may be called by the President of the Association with three (3) days notice to each Director. Said notice shall be given by mail, telephone, email or facsimile. Further, the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) Directors.

Section 11. Waiver of Notice.

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

Section 12. Adjournment.

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

Section 13. First Board of Directors.

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

Section 14. Fidelity Bonds.

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

**ARTICLE XI
OFFICERS**

Section 1. Officers.

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

A. President.

The President shall be the chief executive of the Association. She shall preside at all meetings of the Association and of the Board of Directors. Further, she shall have all of the general powers and duties which are usually vested in the office of the President of an association. Said powers and duties shall include, but are not limited to, the power to appoint committees from among the members of the Association from time to time as she may in his discretion deem appropriate to assist in conducting the affairs of the Association.

The President shall be a member of the Board of Directors of the Association.

B. Vice President.

The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Board of Directors shall appoint some other member of the Board to take the place of the President if neither the President nor the Vice President is able to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon her by the Board of Directors.

C. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association, and shall, in general, perform all duties incident to the office of the Secretary.

D. Treasurer.

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

Section 2. Election.

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

Section 3 Removal.

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

Section 4 Duties.

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

ARTICLE XII SEAL

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

ARTICLE XIII FINANCE

Section 1. Records.

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

Section 2. Fiscal Year.

The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. Initially, the fiscal year for the Association shall be a calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3 Bank.

Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by the Board of Directors via proper resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that is insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The Associations funds may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

Bylaws of HAWK'S EYE GOLF CLUB CONDOMINIUM ASSOCIATION

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon her, in connection with any proceeding to which she may be a party or in which she may become involved by reason of her being, or having been, a Director or officer of the Association. Said indemnity shall be valid whether or not she is a Director or officer at the time such expenses are incurred except in such cases whereby the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of her duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification, which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers, and directors, liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XV
AMENDMENTS****Section 1. Proposal.**

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

Section 2. Meeting.

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

Section 3. Voting.

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

Section 4. By Developer.

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

Section 5. When Effective.

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

Section 6. Binding.

A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption;. However, any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all

persons who have an interest in the Project irrespective whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

The Association of Co-owners, all present Co-owners, future Co-owners, tenants, or any other persons acquiring an interest in, or using the facilities of, the Project in any manner are subject to, and shall comply with, the Act, as amended. The mere acquisition (regardless of the amount of interest), occupancy, rental, entry upon the Condominium premises of any Unit, or the utilization of the Condominium Premises shall signify that the individual (and all family members and/or individuals having an interest in the subject Unit) has accepted the Condominium Documents. Further, any such action shall be deemed as a ratification of the Condominium Documents. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII DEFINITIONS

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

ARTICLE XVIII REMEDIES FOR DEFAULT

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

Section 1. Legal Action.

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

Section 2 Recovery of Cost.

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

Section 3. Removal and Abatement.

The violation of any of the provisions of the Condominium Documents shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines.

The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 4 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 4 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly

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assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25) dollars for the second violation, fifty (\$50) dollars for the third violation or one hundred (\$100) dollars for any subsequent violation.

Section 5. Non-Waiver of Right.

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

Section 6. Cumulative Rights.

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

Section 7. Enforcement of Provisions of Condominium Documents.

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

ARTICLE XIX RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XX SEVERABILITY

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