

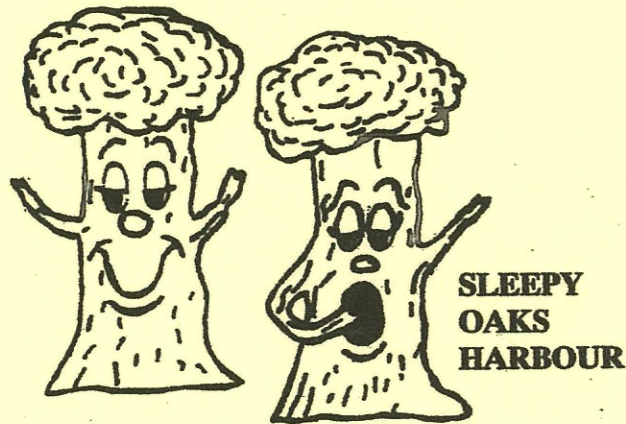
SLEEPY OAKS CAMPGROUND,

A CONDOMINIUM PROJECT

MASTER DEED

AND

BY-LAWS



A Condominium Project

in

AuGres, Michigan

Developed by:

**SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC.
250 South Main
AuGres, Michigan 48703**

PURCHASER INFORMATION BOOKLET
FOR
SLEEPY OAKS CAMPGROUND
TABLE OF CONTENTS

PAGE NO.
(NOTE: Documents are separated by colored sheets; page numbers are internal to each document, not consecutive throughout the booklet.)

DESCRIPTION	PAGE NO.
MASTER DEED	
ARTICLE I TITLE AND NATURE	1
ARTICLE II LEGAL DESCRIPTION	1
ARTICLE III DEFINITIONS	2
Section 1. Act	2
Section 2. Administrator	2
Section 3. Arbitration Association	2
Section 4. Association	2
Section 5. Bylaws	2
Section 6. Common Elements	2
Section 7. Condominium Documents	2
Section 8. Condominium Premises	2
Section 9. Condominium Project, Condominium or Project	2
Section 10. Consolidating Master Deed	3
Section 11. Development and Sales Period	3
Section 12. Co-owner or Owner	3
Section 13. Developer	3
Section 14. First Annual Meeting	3
Section 15. Transitional Control Date	3
Section 16. Unit or Condominium Unit or Campsite	3
ARTICLE IV COMMON ELEMENTS	3
Section 1. General Common Elements	3
Section 2. Limited Common Elements	4
Section 3. Responsibilities	4
ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE	5
Section 1. Description of Unit	5
Section 2. Percentage of Value	5
Section 3. Modification of Units	5
ARTICLE VI EXPANSION OF CONDOMINIUM	5
Section 1. Area of Future Development	5
Section 2. Increase in Number of Units	6
Section 3. Expansion Not Mandatory	6
Section 4. Amendment of Master Deed and Modification of Percentages of Value	6
Section 5. Redefinition of Common Elements	7
Section 6. Consolidating Master Deed	7
Section 7. Consent of Interested Parties	7

ARTICLE VII	RECREATIONAL FACILITIES	7
Section 1.	Election to Construct	7
Section 2.	Rights of Use	7
Section 3.	Administration of Recreational Facilities	8
ARTICLE VIII	EASEMENTS	8
Section 1.	Easement for Maintenance of Encroachments and Utilities	8
Section 2.	Easements Retained by Developer	9
Section 3.	Grant of Easements by Association	10
Section 4.	Easements for Maintenance, Repair and Replacement	10
Section 5.	Telecommunications Agreement	10
ARTICLE IX	AMENDMENT	10
Section 1.	Modification of Units or Common Elements	10
Section 2.	Mortgagee Consent	10
Section 3.	By Developer	10
Section 4.	Change in Percentage of Value	10
Section 5.	Termination, Vacation, Revocation or Abandonment	10
Section 6.	Developer Approval	10
ARTICLE X	ASSIGNMENT	10

BYLAWS

ARTICLE I	ASSOCIATION OF CO-OWNERS	1
ARTICLE II	ASSESSMENTS	1
Section 1.	Assessments for Common Elements	1
Section 2.	Determination of Assessments	1
Section 3.	Apportionment of Assessments and Penalty for Default	2
Section 4.	Waiver of Use or Abandonment of Unit	3
Section 5.	Enforcement	3
Section 6.	Liability of Mortgagee	4
Section 7.	Developer's Responsibility for Assessments	4
Section 8.	Property Taxes and Special Assessments	4
Section 9.	Personal Property Tax Assessment of Association Property	4
Section 10.	Mechanic's Lien	4
Section 11.	Statement as to Unpaid Assessments	4
ARTICLE III	ARBITRATION	4
Section 1.	Scope and Election	4
Section 2.	Judicial Relief	5
Section 3.	Election of Remedies	5
ARTICLE IV	INSURANCE	5
Section 1.	Extent of Coverage	5
Section 2.	Authority of Association to Settle Insurance Claims	6

ARTICLE V	RECONSTRUCTION OR REPAIR	6
Section 1.	Determination to Reconstruct or Repair	6
Section 2.	Repair in Accordance with Plans and Specifications	6
Section 3.	Co-owner Responsibility for Repair	6
Section 4.	Association Responsibility for Repair	6
Section 5.	Timely Reconstruction and Repair	7
Section 6.	Eminent Domain	7
Section 7.	Priority of Mortgagee Interests	7
ARTICLE VI	RESTRICTIONS	7
Section 1.	Use and Occupancy	7
Section 2.	Leasing and Rental	8
Section 3.	Alterations and Modifications	9
Section 4.	Activities	9
Section 5.	Pets	10
Section 6.	Aesthetics	10
Section 7.	Vehicles	10
Section 8.	Advertising	11
Section 9.	Rules and Regulations	11
Section 10.	Right of Access of Association	11
Section 11.	Landscaping	11
Section 12.	Common Element Maintenance	11
Section 13.	Co-owner Maintenance	11
Section 14.	Reserved Rights of Developer	12
ARTICLE VII	MORTGAGES	13
Section 1.	Notice to Association	13
Section 2.	Insurance	13
Section 3.	Notification of Meetings	13
ARTICLE VIII	VOTING	13
Section 1.	Vote	13
Section 2.	Eligibility to Vote	13
Section 3.	Designation of Voting Representative	13
Section 4.	Quorum	14
Section 5.	Voting	14
Section 6.	Majority	14
ARTICLE IX	MEETINGS	14
Section 1.	Place of Meeting	14
Section 2.	First Annual Meeting	14
Section 3.	Annual Meetings	14
Section 4.	Special Meetings	14
Section 5.	Notice of Meetings	15
Section 6.	Adjournment	15
Section 7.	Order of Business	15
Section 8.	Action Without Meeting	15
Section 9.	Consent of Absentees	15
Section 10.	Minutes, Presumption of Notice	15

ARTICLE X ADVISORY COMMITTEE..... 15

ARTICLE XI BOARD OF DIRECTORS..... 16

 Section 1. Number and Qualification of Directors..... 16

 Section 2. Election of Directors..... 16

 Section 3. Powers and Duties..... 17

 Section 4. Other Duties..... 17

 Section 5. Management Agent..... 18

 Section 6. Vacancies..... 18

 Section 7. Removal..... 18

 Section 8. First Meeting..... 18

 Section 9. Regular Meetings..... 18

 Section 10. Special Meetings..... 19

 Section 11. Waiver of Notice..... 19

 Section 12. Adjournment..... 19

 Section 13. First Board of Directors..... 19

 Section 14. Fidelity Bonds..... 19

ARTICLE XII OFFICERS..... 19

 Section 1. Officers..... 19

 Section 2. Election..... 20

 Section 3. Removal..... 20

 Section 4. Duties..... 20

ARTICLE XIII SEAL..... 20

ARTICLE XIV FINANCE..... 20

 Section 1. Records..... 20

 Section 2. Fiscal Year..... 20

 Section 3. Bank..... 20

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS..... 20

ARTICLE XVI AMENDMENTS..... 21

 Section 1. Proposal..... 21

 Section 2. Meeting..... 21

 Section 3. Voting..... 21

 Section 4. By Developer..... 21

 Section 5. When Effective..... 21

 Section 6. Binding..... 21

ARTICLE XVII COMPLIANCE..... 21

ARTICLE XVIII DEFINITIONS..... 21

ARTICLE XIX REMEDIES FOR DEFAULT..... 22

 Section 1. Legal Action..... 22

 Section 2. Recovery of Costs..... 22

 Section 3. Removal and Abatement..... 22

 Section 4. Assessment of Fines..... 22

 Section 5. Non-Waiver of Right..... 22

 Section 6. Cumulative of Rights, Remedies and Privileges..... 22

 Section 7. Enforcement of Provisions of Condominium Documents..... 22

ARTICLE XX	RIGHTS RESERVED TO DEVELOPER	23
ARTICLE XXI	SEVERABILITY.....	23

CONDOMINIUM SUBDIVISION PLAN

SLEEPY OAKS CAMPGROUND ASSOCIATION CERTIFICATE OF INCORPORATION

SLEEPY OAKS CAMPGROUND ASSOCIATION ARTICLES OF INCORPORATION

ARTICLE I	NAME	1
ARTICLE II	PURPOSES	1
ARTICLE III	ADDRESSES	1
ARTICLE IV	RESIDENT AGENT	1
ARTICLE V	BASIS OF ORGANIZATION AND ASSETS	2
ARTICLE VI	INCORPORATOR	2
ARTICLE VII	EXISTENCE	2
ARTICLE VIII	MEMBERSHIP AND VOTING	2

DECLARATIONS OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

**MASTER DEED
SLEEPY OAKS CAMPGROUND**

This Master Deed is made and executed on this 29th day of September, 1983, by Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 250 South Main, AuGres, Michigan 48703, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H :

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

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

**ARTICLE I
TITLE AND NATURE**

The Condominium Project shall be known as Sleepy Oaks Campground, Arenac County Condominium Subdivision Plan No. 1 and is established in accordance with the Act. The buildings and 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 Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

**ARTICLE II
LEGAL DESCRIPTION**

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

Land in the North 1/2 of Section 19, Town 19 North, Range 7 East, City of AuGres, Arenac County, Michigan, described as commencing at the Northwest corner of said Section 19; thence along the West section line South 1° 54' 00" West, 660.19 feet; thence South 89° 30' 00" East, 1321.46 feet; thence South 1° 54' 00" West, 660.06 feet; thence South 89° 30' 00" East, 317.04 feet to the Point of Beginning; thence South 89° 30' 00" East, 520.00 feet; thence South 46° 48' 37" West, 38.95 feet; thence South 38° 59' 07" West, 308.61 feet; thence South 24° 59' 50" West,

244.35 feet to a point on the West end of a traverse line along the canal to Saginaw Bay; thence along said traverse line North 71° 51' 52" West, 550.00 feet to a Point of Ending of said traverse line, including land between the traverse line and the centerline of the canal, being described as beginning at the East end of said traverse line: thence South 24° 59' 50" West, 43 feet more or less to the centerline; thence along the centerline in a Northwesterly direction, 550 feet more or less; thence North 18° 08' 08" East, 41 feet more or less to the Point of Ending of said traverse line; thence leaving said traverse line North 18° 08' 08" East, 50.00 feet; thence North 71° 51' 52" West, 17.08 feet; thence North 0° 30' 00" East, 143.00 feet; thence South 89° 30' 00" East, 113.72 feet; thence South 0° 30' 00" West, 15.01 feet; thence South 89° 30' 00" East, 87.00 feet; thence North 56° 00' 00" East, 35.68 feet; thence South 89° 30' 00" East, 42.44 feet; thence 84.44 feet along a curve to the right, radius 85.00 feet, chord North 42° 32' 20" East, 81.01 feet; thence North 0° 30' 00" East, 63.00 feet to the Point of Beginning.

Subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III DEFINITIONS

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

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

Section 2. **Administrator.** "Administrator" means the Michigan Department of Commerce or an authorized designee.

Section 3. **Arbitration Association.** "Arbitration Association" means the American Arbitration Association or its successor.

Section 4. **Association.** "Association" means Sleepy Oaks Campground 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 5. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 7. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

Section 8. **Condominium Premises.** "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Sleepy Oaks Campground as described above.

Section 9. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Sleepy Oaks Campground as a Condominium Project established in conformity with the provisions of the Act.

Section 10. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Sleepy Oaks Campground as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Arenac County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 11. **Development and Sales Period.** "Development and Sales Period" 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 or for so long as the Developer continues to establish or proposes to establish additional Units or owns or holds an option or other enforceable purchase interest in land for development within one mile of the Condominium Premises.

Section 12. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. **Developer.** "Developer" means Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 14. **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 may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 15. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners 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 16. **Unit, Condominium Unit or Campsite.** "Unit", "Condominium Unit" or "Campsite" each mean the area constituting a single complete Unit in Sleepy Oaks Campground, as such area may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV COMMON ELEMENTS

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

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

(a) **Land.** The land described in Article II hereof, including roads and parking spaces not identified as Limited Common Elements, except land designated as Units on Exhibit B attached hereto and as Limited Common Elements respectively appurtenant to such Units as described in Article IV, Section 2(a).

(b) **Electrical.** The electrical transmission system throughout the Project up to the point of connection with the electrical hook-up stations.

(c) **Telephone.** The telephone system throughout the Project.

(d) **Sewer.** The sanitary sewer system throughout the Project.

(e) **Water.** The water distribution system throughout the Project up to the point of connection with each individual riser within the respective Units.

(f) **Community Facilities.** The Bath house and all of its appurtenances and any other Community Facilities which may be constructed by Developer and designated as such on Exhibit B, as may be amended.

(g) **Street Lights.** The street lighting system, including bulbs, poles, wiring and transformers, in the Project.

(h) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or 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 described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment 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 owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Land.** The land adjacent to each Unit designated as a Limited Common Element on Exhibit B attached hereto shall be limited in use to the Co-owner of the Unit to which such land appertains.

(b) **Utilities.** Water, sanitary sewer and electrical hook-up stations, wherever located, shall be appurtenant to the Units respectively serviced thereby.

(c) **Seawall.** The seawall for the Project shall be limited in use to the Co-owners of Units serviced by the seawall.

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

(a) **Land.** The cost of maintenance of the Limited Common Elements as described in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit to which such land appertains.

(b) **Utilities.** The cost of maintenance, repair and replacement of the water, sanitary sewer and electrical hook-up stations and connections shall be borne by the Association of Co-owners, except that costs of repairing damage to any of such stations, connections or systems caused by a Co-owner or his agents, family or invitees shall be borne by such Co-owner.

(c) **Special Electricity Costs.** The cost of electricity during the months of April through October inclusive shall be borne by the Association but the Association may, at its option, provide for a surcharge on a daily-rate basis for extra uses of electrical power as defined by the Association from time to time, as for example, air conditioning, freezers or heating equipment, which surcharge shall be borne by the Co-owner utilizing such equipment. The cost of electricity during the months of November through March inclusive shall be paid by each Co-owner occupying a Unit during such period on a daily rate basis established by the Association from time to time.

(d) **Seawall.** The cost of maintenance, repair and replacement of the seawall as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit or Units to which such seawall is immediately adjacent.

(e) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to the provisions of Article VI, Section 13 of the Bylaws.

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

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 Sleepy Oaks Campground as prepared by Professional Engineering Associates and attached hereto as Exhibit B. The plans are on file with the City of Au Gres. Each Unit shall include all that area contained within the boundaries shown on the Condominium Subdivision Plan attached hereto as Exhibit B and delineated with heavy outlines.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the sizes and other comparative characteristics of each Unit in the Project which would affect the maintenance costs and value of each Unit and concluding that there are not material differences among them insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

Section 3. **Modification of Units.** The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all Units to reflect equal percentages of value for each Unit. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. 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.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. **Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Sleepy Oaks Campground and consisting of 83 Units is intended to be the first stage of an Expandable Condominium under the Act which Condominium, when fully expanded may (but need not) contain in its entirety a maximum of 525 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land:

Commencing at the Northwest corner, Section 19, Town 19 North, Range 7 East, Sims Township, Arenac County, Michigan; thence South 1° 54' West, 660.19 feet along the West section line to the Point of Beginning; thence South 1° 54' West, 660.06 feet along the West section

line; thence South 89° 30' East, 231.0 feet; thence North 0° 30' East, 40.0 feet; thence South 88° 51' East, 556.0 feet; thence South 53° 31' 35" East, 581.79 feet; thence South 71° 54' 52" East, 608.5 feet; thence North 24° 59' 50" East, 244.35 feet; thence North 38° 59' 07" East, 308.61 feet; thence North 46° 48' 37" East, 38.95 feet; thence North 89° 30' West, 837.04 feet; thence North 1° 54' East, 660.06 feet; thence North 89° 30' West, 1321.46 feet to the West section line and the Point of Beginning. Including all land between the above described parcel and the center line of a canal along the South side thereof. Subject to right-of-way for Main Street along the West side thereof. Being a part of Lots 10 and 11, Block 16, recorded plat of Supervisor's Plat of the City of AuGres, and a part of Government Lot 2, in Section 19, Town 19; North, Range 7 East. Including riparian rights and ingress and egress along said canal to the Saginaw Bay.

and

From the Section corner common to Sections 13 and 24, Town 19, North, Range 6 East, and Sections 18 and 19, Town 19; North, Range 7 East, thence South 1° 54' West, 1320.25 feet; thence South 89° 30' East, 1321.96 feet to Point of Beginning. Thence South 89° 30' East, 772.17 feet; thence North 52° 31' 30" East, 1052.14 feet; thence North 51° 34' 54" West, 334.75 feet; thence South 66° 07' West, 1461.86 feet; thence South 1° 54' West, 249.63 feet to Point of Beginning.

Above described parcel of land is located in part of Government Lot 1, Section 19, Town 19, North, Range 7 East, Sims Township, Arenac County, Michigan, and is intended to extend to water's edge of Saginaw Bay, but excepting therefrom that portion of the land described in Article II above.

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

Section 2. Increase in Number of Units. Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of Units thereon. The location, nature and appearance of all such additional Units as may be established thereon shall be determined by Developer in its sole discretion subject only to approval by requisite public authorities, but all such additional Units shall be in substantial harmony with Units previously created in the Condominium.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish or use all or a portion of said area of future development as permitted by local law, including rental development, a separate condominium project (or projects) or any other form of development, including commercial development such as stores, offices and any other use permitted by law. The percentage of land which may ultimately be devoted to commercial units within the Condominium will be the maximum permitted by the Township but in no event will the percentage of commercial units and land areas included in the Condominium exceed 20%. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to establish particular improvements thereon in any specific locations.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer based upon equal percentages of value for each Unit.

Section 5. **Redefinition of Common Elements.** 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, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and walkways in the Project to any roadways and walkways that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and walkways located in the Project.

Section 6. **Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. 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.

ARTICLE VII RECREATIONAL FACILITIES

Section 1. **Election to Construct.** Developer may, in its sole discretion, construct recreational facilities within the Project or the area of future development including, but not limited to, a boat launch ramp or ramps, an additional bath house with showers and lavatories, tennis courts, lakes, natural pool, beach, horse shoe pits, swimming pool or pools, community building or other related amenities or recreational facilities of any sort, (hereinafter called the "Recreational Facilities") and hereby reserves the right to do so within the area described in Article II or within the area of future development area described in Article VI. If Developer elects to construct any of such facilities, it shall do so at its own expense and, thereafter all costs of maintenance, repair and replacement are to be shared by the Co-owners in Sleepy Oaks Campground and all other users of the same, if any, as an expense of administration of the Condominium. This paragraph is intended to make it possible to construct Recreational Facilities in the future if the Developer elects to do so. Developer has no obligation to construct any Recreational Facilities except pursuant to its discretionary election to do so. Final determination of the design, layout and location of Recreational Facilities, if constructed, will be at the sole discretion of the Developer. In the event that Developer desires to construct Recreational Facilities but does not wish to bear the entire cost thereof, then Recreational Facilities as described herein may be constructed but only in accordance with the special assessment provisions set forth in Article II, Section 3 of the Bylaws. If such Recreational Facilities are constructed but not included within the Condominium, then the costs associated with maintenance, repair, replacement and construction thereof shall nevertheless be shared by the Co-owners in Sleepy Oaks Campground as elsewhere provided in this Article VII so long as a perpetual easement for their use is granted to such Co-owners.

Section 2. **Rights of Use.** It is intended that the Recreational Facilities, if constructed, will be designed for the use of Co-owners of Sleepy Oaks Campground as expanded from time to time. Such facilities may be utilized, as provided below, by the occupants of Units located in the land described in Article II hereof, together with other campsites in the area of future development described in Article VI hereof. Since the ultimate size of Sleepy Oaks Campground depends on market conditions from time to time and is not, therefore, presently predictable, it is possible that the area of future development, as provided in Article VI, may ultimately consist of one or more different campsites or other developments. Developer, therefore,

reserves the right on behalf of itself, its successors and assigns as owner of any campsite, dwelling or occupiable Unit for sale or for rent, owned by it, its successors or assigns, located in the land areas described in said Article II or VI, to utilize the Recreational Facilities upon payment of a proportionate share of the expenses of repair maintenance, operation and replacement of such facilities. The share of such expenses attributable to each such Unit shall be determined by multiplying the expenses of maintenance, repair, operation and replacement of the Recreational Facilities times a fraction, the numerator of which is one and the denominator of which is the number of completed Units entitled to use and obligated to support such facility pursuant to this easement. The Owner of more than one Unit shall pay the requisite share of such expenses attributable to each Unit so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners in Sleepy Oaks Campground shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the Owner of such Unit and his successors in title the obligation to bear the requisite proportionate share of such expenses. In no event, however, shall more than 525 campsite or residential Units be entitled to use the Recreational Facilities. The expenses of repair, maintenance, operation and replacement of the Recreational Facilities shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, supplies incident thereto, real and personal property taxes in connection therewith and, in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said facilities. The easement for the use of the Recreational Facilities retained hereunder shall also include a perpetual easement over Sleepy Oaks Campground for reasonable pedestrian and vehicular ingress and egress to and from said Recreational Facilities for the reasonable use thereof by all persons entitled to such use.

Section 3. Administration of Recreational Facilities. In the event that persons other than Owners of Condominium Units in Sleepy Oaks Campground become entitled to use the Recreational Facilities, then decisions relating to the administration and maintenance of said facilities shall be made by a representative operating committee comprised of at least 5 persons selected by Owners of Units entitled to use the facility. Until the time that final composition of the users of such facilities has been determined, the Recreational Facilities shall be administered and maintained by the Developer or, if the Developer so elects, by the Sleepy Oaks Campground Association at which time the Developer shall determine the composition of such representative body in a manner which is fair and equitable. Regardless of the identity or composition of the representative administering body, all decisions relative to the administration and maintenance of the Recreational Facilities shall be governed by the following standards: (1) the Recreational Facilities shall be fairly and jointly administered; (2) an annual operating budget for said Recreational Facilities shall be prepared and all expenditures shall be consistent with said budget and subject to audit by all parties; (3) said budget shall provide reasonable maintenance of the Recreational Facilities; (4) no additions to the Recreational Facilities nor termination of the use thereof shall occur without the consent of 60% of the parties entitled to the use thereof; (5) rules relating to the use of said facilities may be adopted by the representative body entitled to administer said facilities but shall be equitable and nondiscriminatory as to all users; (6) any easements of access reasonably necessary for utilization of the facilities by all persons entitled thereto shall be deemed to exist by reason hereof; (7) all disputes between parties entitled to the use of said facilities shall be subject to arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute; and (8) the failure of any party to pay its required share of the costs of maintenance of said facilities shall operate to suspend the right of said party to utilize said Recreational Facilities for so long as such costs shall remain unpaid (which remedy shall be in addition to all other remedies provided under the Condominium Documents or provided in any other instruments pertaining to the use of said facilities by any person or persons).

ARTICLE VIII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment

exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, buildings and improvements contained therein for the continuing maintenance and repair of all utilities in the Condominium. The Developer for itself, its successors and assigns reserves the right to relocate all road and utility (including water, electrical and sewer) easements within the Project to reflect as-built plans and also reserves the right to define said easements by a separate legal description in a separate instrument. All Co-owners and mortgagees of Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easement or easements. There shall exist easements for the existence, maintenance and repair of any utilities, including water lines, located under any Unit or the Limited Common Element area appurtenant to such Unit. There shall be easements in favor of each Co-owner for access at all times to the utility hook-ups which service his Unit wherever such hook-ups may be located (the purpose of this easement being designed to provide access to such hook-ups whenever the same are located within a Limited Common Element area appurtenant to another Unit).

Section 2. Easements Retained by Developer.

(a) **Roadway Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

The Developer reserves the right at any time prior to the Transitional Control Date to dedicate to the public a 60-foot right-of-way (or a right-of-way of such other width as may be required by the local public authority) over any or all of the roadways in Sleepy Oaks Campground, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Arenac County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains. To the extent it deems necessary, Developer may extend such systems under any Unit or appurtenant Limited Common Element, in Developer's sole discretion in order to reach other Units. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises, including any Units or Limited Common Elements disturbed in the process, to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. To the extent that usage of any utility mains are shared by this Project and any other development as a result of this provision, then the expenses of maintenance, repair and replacement of such mains shall likewise be proportionately shared by this Project and such other development. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of such expenses, which share shall be determined by multiplying such expenses times a

fraction, the numerator of which is the number of all Units in the Condominium benefitting from the use of such mains and the denominator of which is comprised of all such Units plus all other Units outside the Condominium which benefit from the use of such mains.

(c) **Grant of Easements by Developer.** The 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 the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Arenac 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 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association 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 replacements 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 any utilities or other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, 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 receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE IX AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner or 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 in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

Section 2. **Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all mortgagees of record allowing one vote for each mortgage held.

Section 3. **By Developer.** During the Development and Sales Period described in Article III, Section 12 of the Master Deed, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. **Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VI hereof.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-developer Co-owners.

Section 6. **Developer Approval.** Article VI, Article VII, Article VIII and this Article IX 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 so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of establishment of units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE X
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 it 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 Arenac County Register of Deeds.

WITNESSES:

/s/ Mary J. Penner
Mary J. Penner

SLEEPY OAKS HARBOUR CAMPGROUND &
MARINA, INC., a Michigan corporation

/s/ Joseph Bigler
Joseph Bigler

By: /s/ Joseph H. Walker
Joseph H. Walker, President

STATE OF MICHIGAN)
) SS.
COUNTY OF Arenac)

On this 29th day of September, 1983, the foregoing Master Deed was acknowledged

before me by Joseph H. Walker, the President of SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC., a Michigan corporation, on behalf of the corporation.

/s/ Joseph Bigler

Joseph Bigler

Notary Public, Arenac County, Michigan

My commission expires: May 9, 1987

Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

SLEEPY OAKS CAMPGROUND

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

ARTICLE II

ASSESSMENTS

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

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

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

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

amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. 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 delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$2,500.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 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: (1) assessments for additions to the Common Elements of a cost exceeding \$25,000.00 for the entire Condominium Project per year including assessments for the construction of recreational facilities, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. 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.

(c) **Other Assessments.** The Association shall collect from each Co-owner served by the sanitary sewer system, in addition to the assessments set forth above, the pro rata share of the costs of the maintenance, repair and replacement of the Limited Common Element sanitary sewer system as described in Article IV, Section 2(a) of the Master Deed.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein and in Article IV, Section 3 of the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in such installments as the Board of Directors shall determine from time to time, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly, quarterly, semi-annual or annual installments shall be permissible if so determined by the Board. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each assessment in default for 10 or more days shall be assessed a late charge of \$10.00 per month until each assessment is paid in full. The Association may, pursuant to Article XIX, Section (4) hereof, levy fines for the late payment in addition to such late charges. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the

date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) **Remedies.** 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. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX(4) of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

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

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' 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.** Developer shall not be responsible for payment of Association assessments with respect to incomplete or unoccupied Units owned by it. Developer shall, however, pay assessments for any Units which it rents with such assessments to be prorated based on periods of occupancy, that is, for each week of occupancy. Developer shall pay 1/24 of a full annual assessment. Until 60% of the Units in the first phase of the Development have been sold, however, Developer shall restore any deficit in the Association's annual operating budget which results from an inadequacy of funds to meet expenses as projected in the initial Association Budget adjusted upwards on January 1, 1985 by 10% and by a like percentage annually on each January 1 thereafter. Developer shall not, however, be required to contribute to any reserve funds for replacement on deferred maintenance but only to annual operating costs.

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 Section 132 of the Act.

Section 11. **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV INSURANCE

Section 1. **Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and may obtain such insurance with respect to certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and 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-owners. The Association may obtain public liability and property damage insurance and other coverages with respect to the Units and Limited Common Elements if available and if it deems it appropriate but shall have no obligation to do so. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional and necessary property, fixtures and equipment located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

(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 mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. **Determination to Reconstruct or Repair.** If any part of the Condominium Premises (other than a unit) shall be damaged, the property shall be rebuilt or repaired.

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 for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. **Co-owner Responsibility for Repair.**

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit or Limited Common Element appurtenant thereto, 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 Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of his Unit and any Limited Common Elements appurtenant thereto. If any portion of a Unit 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, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall 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 provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated 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, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, 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 within 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 any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit 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 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

Section 7. Priority of Mortgagee 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. Use and Occupancy.

(a) No Unit in the Condominium or any of the Limited Common Elements appurtenant thereto shall be used for any purpose other than the placement or parking of "recreational units" as defined in

MCLA 333.1250(1)(c) and the Common Elements shall be used only for purposes consistent with the use of the Units for recreational campground purposes. No permanent structures or buildings for habitation purposes shall be installed within any Unit or its appurtenant Limited Common Elements and no structures or buildings of any sort shall be placed thereon without written approval of the Association as elsewhere herein provided.

(b) There shall be no more than one recreational unit in each Unit and the Limited Common Elements appurtenant thereto. No recreational unit shall exceed the dimensions of the Condominium Unit on which the recreational unit is intended to be located unless written approval therefor is obtained from the Association as elsewhere herein provided. No more than 8 persons may continuously occupy a Unit. Continuous occupancy shall mean occupancy for more than 30 nights in any calendar year. Group camping is not permitted. The licensed design capacity of the campground shall not be exceeded. In the event that the licensed design capacity of the Condominium is exceeded, the Association may temporarily restrict the right to use and occupy the Condominium on an equitable basis.

Section 2. **Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease or other form of occupancy agreement. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

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

(2) Tenants or nonco-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.

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section

may be by 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. **Alterations and Modifications.**

(a) **General.** No Co-owner shall make alterations, changes or improvements to his Unit or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation the erection of antennas, lights, aerials, awnings, storage buildings (except as provided below), newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. Express written approval herein shall be given only after due consideration of a proposed plan by the Association Directors and an affirmative approval thereof reflected in duly adopted minutes or resolutions. This provision shall apply with like force to other portions of the Condominium Documents requiring written approval including, without limitation, Article VI, Section 1 of these restrictions. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, electrical pedestal or lines, sewer lines or any utilities whatsoever or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any objects of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(b) **Storage Sheds.** Each Co-owner shall be permitted to install a shed on the Limited Common Element area appurtenant to his Unit. The shed shall be of such design and constructed of such materials as are approved by the Association in its reasonable discretion. Sheds are to be kept in good appearance and shall all be painted beige in color unless otherwise approved in writing by the Association. Any shed not so maintained may be repaired, modified or removed by the Association at the expense of the Co-owner, with any such expenses to be charged to and collected from the Co-owner in the manner provided in Article II of these Bylaws. No shed shall exceed 67 inches in height, 96 inches in length and 48 inches in width, unless otherwise approved by the Association in writing.

Section 4. **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 in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be resolved by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. **Pets.** No animals, except 2 household pets per Unit, shall be maintained by any Co-owner unless specifically approved in writing by the Association. Visitors and guests (other than the immediate family of a Co-owner) shall not be permitted to bring any animals, including household pets, upon the Premises. The Association may hold both the visitors, guests and the pertinent Co-owner liable for any damages to the Common Elements or to persons caused by the failure of a visitor or guest to comply with this restriction. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.

Section 6. **Aesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. **Vehicles.** Other than recreational units as described in Article VI, Section 1 above, no house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Premises of the Condominium, unless parked within a Unit or in an area which may be specifically designated therefor by the Association. No recreational unit shall be parked so as to restrict the access of emergency vehicles and other recreational units. The use of motorcycles, snowmobiles, off-road or all-terrain vehicles, or other vehicles on roadways and/or other General Common Element areas is prohibited unless strictly used only to gain access as directly as possible to a Unit or parking area approved by the Association. 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 cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Parking on any road in the Condominium is prohibited. A Co-owner may not have more than two cars parked in the Project unless approved in writing in advance by the Association. If the Association deems it necessary to alleviate any parking shortage, it may construct additional parking facilities and assess those Co-owners maintaining more than 2 cars for the expense of such construction and use. Co-owners shall, if the

Association shall require, register with the Association all cars maintained on the Condominium Premises. The Association shall have the right to establish rules for the operation of vehicles on the Premises, including speed limits, which rules shall be strictly enforced.

Section 8. **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, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 9. **Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. All copies of such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. **Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. **Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. The Association shall cut the General Common Element grass from time to time and the costs of such grass cutting shall be expenses of administration for the Project. Each Co-owner shall be responsible for cutting the grass in areas appurtenant to his Unit as a Limited Common Element. No trees, including those within any Units or the Limited Common Elements appurtenant thereto, may be removed, trimmed or cut by any Co-owner without Association approval. As with other infractions of the Condominium Documents, the Association may assess fines for failure to strictly abide by this.

Section 12. **Common Element Maintenance.** Walkways, 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 other than on Limited Common Element land appurtenant to a Unit. Even on such Limited Common Elements, personal property may not be left unattended in any manner which impairs the appearance of the Condominium. 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 13. **Co-owner Maintenance.** Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit 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 excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Fences. Each Co-owner shall be permitted to construct a fence around the perimeter of his Unit. Fences shall not exceed 36 inches in height. Chain link material shall not be used; all other materials, including wood picket fences, are permitted but only after the Association has approved in writing the materials, design and type of construction of the fence. Fences deemed dangerous or hazardous by the Association shall be removed by the Co-owner who installed the fence and may be removed by the Association and the cost thereof charged to the Co-owner of the Unit who installed the fence.

Section 15. Miscellaneous. No well or open pit shall be drilled or dug by any Co-owner upon any Unit or within any of the Common Elements. No gasoline powered generators or other portable power units may be operated within the boundaries of the project without the prior written permission of the Association.

Section 16. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected or maintained, 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, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious campground development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, 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 by Developer; and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use. During the Development and Sales Period, Developer shall have full right to utilize all or any portion of the community building for office and sales purposes or any other purposes reasonably incident to the development and sale of the Project; provided, however, that during such period as Developer continues to use the community building or any portion thereof for such purposes, it shall bear such portion of the expenses in maintenance of such building as are reasonable in relation to the nature and extent of its use by Developer.

(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, campground 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 it 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 Development 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.

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 "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

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

ARTICLE VIII VOTING

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

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

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. **Quorum.** The presence in person or by proxy of 25% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX MEETINGS

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

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in Sleepy Oaks Campground (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof-qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

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

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

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

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

Section 7. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

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

Section 9. **Consent of Absentees.** The transactions of 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 an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any

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

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be composed of 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. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

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

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% 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.

(ii) Regardless of the percentage of Units which have been conveyed, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may

increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

(iv) At the First Annual Meeting, 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such time all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each Annual Meeting of the corporation held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for the original Board of Directors and 2 of the Directors elected at the time the First Annual Meeting) of each Director shall be 2 years. The Directors shall serve on the Board until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

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

(k) To obtain and maintain the campground license required by the State of Michigan, to pay all fees and charges therefor and to enforce any restrictions imposed by the State of Michigan on campground licensees.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. In accordance with the rules of the Michigan Department of Public Health, the Board of Directors shall designate a caretaker for the project and post a notice indicating where the caretaker can be contacted when not on duty. The professional management agent, if any, may be designated as the caretaker.

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

Section 11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Adjournment.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

ARTICLE XII

OFFICERS

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

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

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

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

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

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being

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

ARTICLE XVI AMENDMENTS

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

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

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

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

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

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

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII DEFINITIONS

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

ARTICLE XIX
REMEDIES FOR DEFAULT

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

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

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

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, 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 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation except in the case of unauthorized cutting or trimming of trees in which the fine for any violation, including the first, may be as much as \$150 but shall not exceed \$500.

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

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

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

ARTICLE XX
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or 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 Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI
SEVERABILITY

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

ATTENTION, COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST
 BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A
 SUBDIVISION IS REGISTERED. IF THE SUBDIVISION
 MUST BE PARTIALLY SHOWN IN THIS TITLE ON THIS
 SHEET, AND THE SURVEYOR'S CERTIFICATE ON SHEET 3

**ARENAC COUNTY
 CONDOMINIUM SUBDIVISION PLAN NO. /
 EXHIBIT B TO THE MASTER DEED OF
 SLEEPY OAKS CAMPGROUND
 CITY OF AUGRES, ARENAC COUNTY, MICHIGAN**

DEVELOPER
 SLEEPY OAKS HARBOUR & MARINA, INC
 250 S MAIN ST
 AUGRES, MICHIGAN
 48703

- INDEX OF DRAWINGS**
- 1 COVER SHEET
 - 2 COMPOSITE PLAN
 - 3 SURVEY & UTILITY PLAN
 - 4 SITE & FLOOD PLAIN PLAN

LEGAL DESCRIPTION

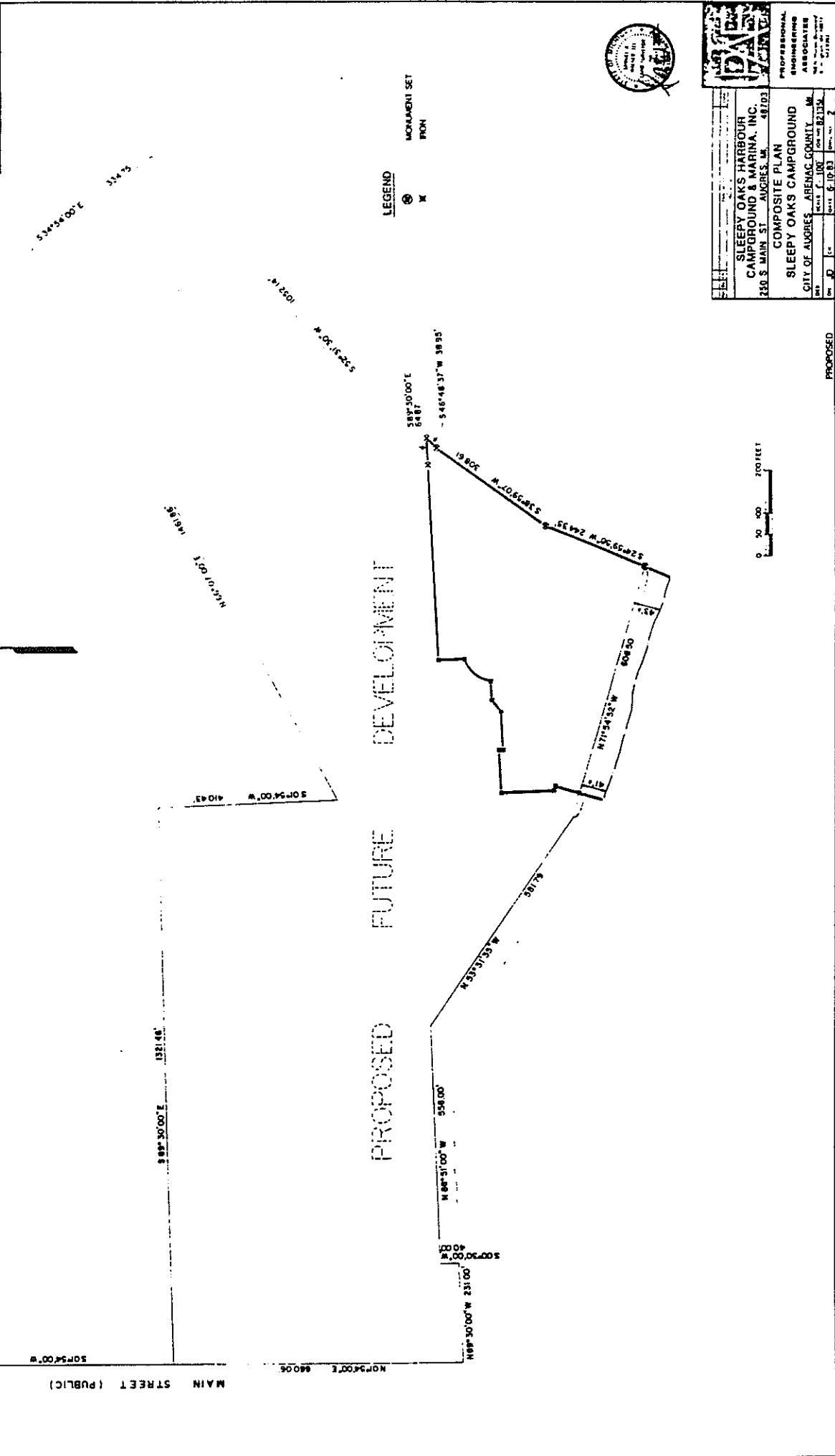
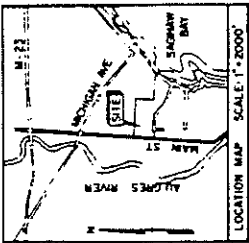
LAND IN THE NORTH 1/2 OF SECTION 19, T19N, R2L, CITY OF AUGRES, ARENAC COUNTY, MICHIGAN, DESCRIBED AS
 CORNER AT THE NORTHWEST CORNER OF SAID SECTION 19, IN ALONG THE WEST SECTION LINE S 1°54'00" W,
 660.19'; IN S 89°10'00" E, 1321.46'; IN S 1°54'00" W, 660.06'; IN S 89°30'00" E, 317.04'; TO THE POINT
 OF BEGINNING, IN S 89°30'00" E, 500.00'; IN S 46°48'37" W, 38.95'; IN S 34°59'20" W, 391.61'; IN
 S 74°59'50" W, 244.15'; TO A POINT ON THE WEST END OF A TRANSVERSE LINE ALONG THE CANAL TO SECTION 19,
 IN ALONG SAID TRANSVERSE LINE N 71°51'52" W, 750.00' TO A POINT OF BEGINNING OF SAID TRANSVERSE LINE, INCLUDING
 LAND BETWEEN THE TRANSVERSE LINE AND THE CENTERLINE OF THE CANAL, BEING DESCRIBED AS FOLLOWS: THE WEST
 END OF SAID TRANSVERSE LINE, BEING 550.00' LONG OR LESS, IN S 71°51'52" W, 750.00'; IN S 71°51'52" W,
 111.77'; IN S 89°10'00" E, 115.27'; IN S 89°30'00" W, 15.01'; IN S 89°10'00" E, 17.84';
 IN N 0°10'00" E, 64.00'; IN S 89°10'00" E, 42.44'; IN N 89°30'00" E, 42.44'; IN N 89°30'00" E, 65.00';
 IN N 84°00'00" E, 15.68'; IN S 89°30'00" E, 42.44'; IN N 89°30'00" E, 65.00'; TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES
 TO THE TRANSVERSE LINE AND 6 ACRES MORE OR LESS TO THE CENTERLINE OF THE CANAL.

NOTES:
 ALL STRUCTURES AND IMPROVEMENTS SHOWN IN THIS PLAT EITHER HAVE BEEN CONSTRUCTED OR
 MUST BE BUILT.



REGISTERED PROFESSIONAL ENGINEER	
SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC. 250 S MAIN ST. AUGRES, MI 48703	
COVER SHEET	
SLEEPY OAKS CAMPGROUND CITY OF AUGRES ARENAC COUNTY MI	
DATE	NO. OF SHEETS
1987 05 10	OF 1
DATE	NO. OF SHEETS
1987 05 10	OF 1

PROPOSED



DAVID J. ...

PROFESSIONAL ENGINEER

SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC.
250 S. MAIN ST. AUGRES, IA 48703

SLEEPY OAKS CAMPGROUND
AUGRES, IA 48703

DATE: 7-10-03
SCALE: 1" = 200'



NORTHWEST CORNER SECTION 18, T18N, R7E

MAIN STREET (PUBLIC)

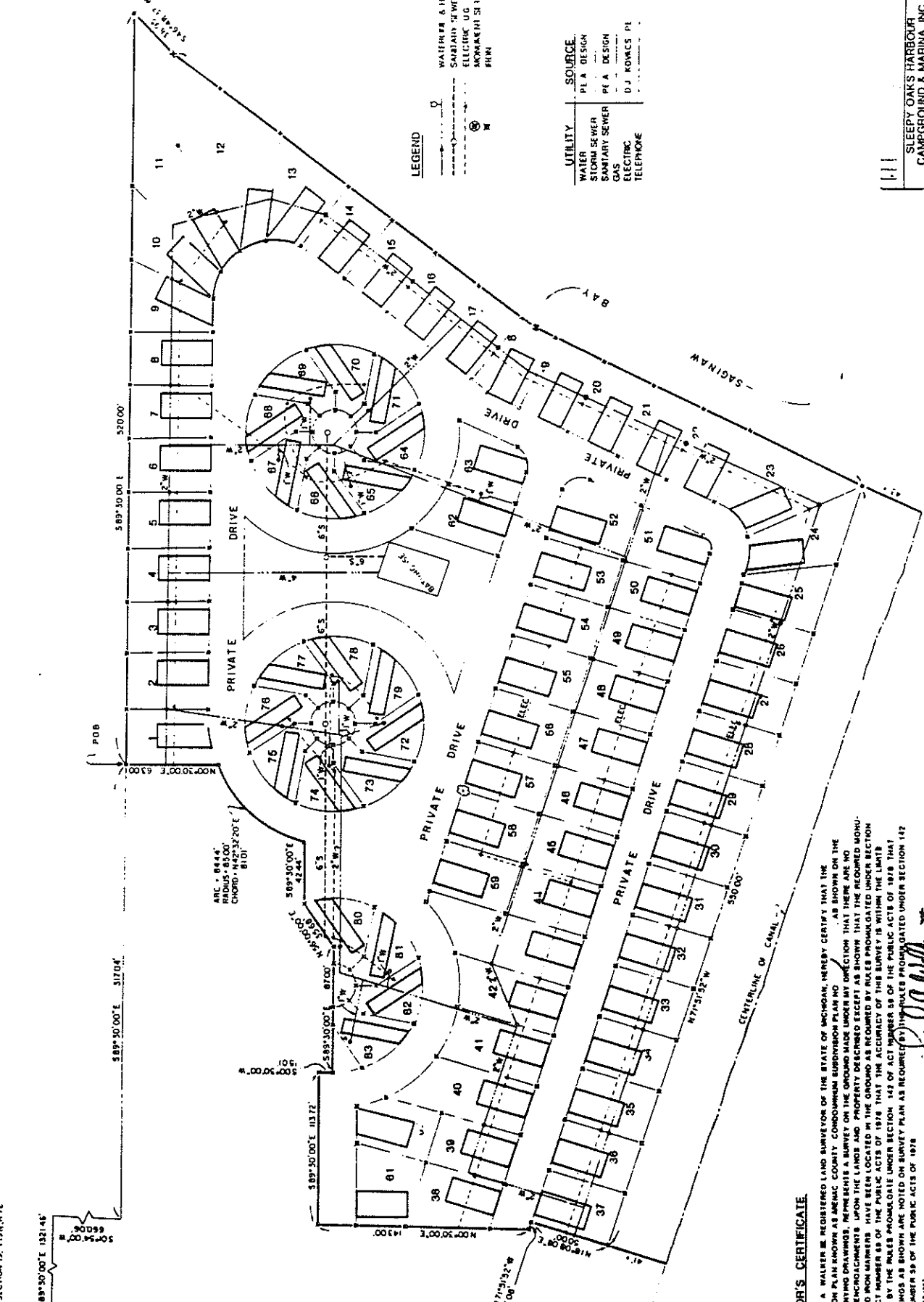


LEGEND

WATER & SEWER MAINS
SANITARY & WATER MAINS
ELECTRIC UG & POWER OUTLET
PHONE

UTILITY SOURCE
WATER SEWER PL A DESIGN
SANITARY SEWER PL A DESIGN
GAS PL A DESIGN
ELECTRIC DJ KOWACS PL
TELEPHONE

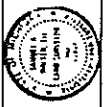
SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC 250 S. MAIN ST. AUGRES, MI 48703		PROFESSIONAL ENGINEERING ASSOCIATES
SURVEY & UTILITY PLAN SLEEPY OAKS CAMPGROUND CITY OF AUGRES		MI 82135L
DATE	6/10/83	3



THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE FROM ILLINOIS RECORDS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

SURVEYOR'S CERTIFICATE.

I, SAMUEL A. WALKER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC. AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE ON-GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO UNRECORDED ENCUMBRANCES AFFECTING THE SURVEY, AND THAT THE SURVEY IS WITHIN THE LIMITS OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS OF ACT NUMBER 89 OF THE PUBLIC ACTS OF 1978.



SAMUEL A. WALKER
REGISTERED LAND SURVEYOR
REGISTRATION NO. 10717
SLEEPY OAKS HARBOUR ASSOCIATES, INC
810 NORTH WATER BOWL CANYON
BIRMINGHAM, MICHIGAN 48011

DATE 6/10/83

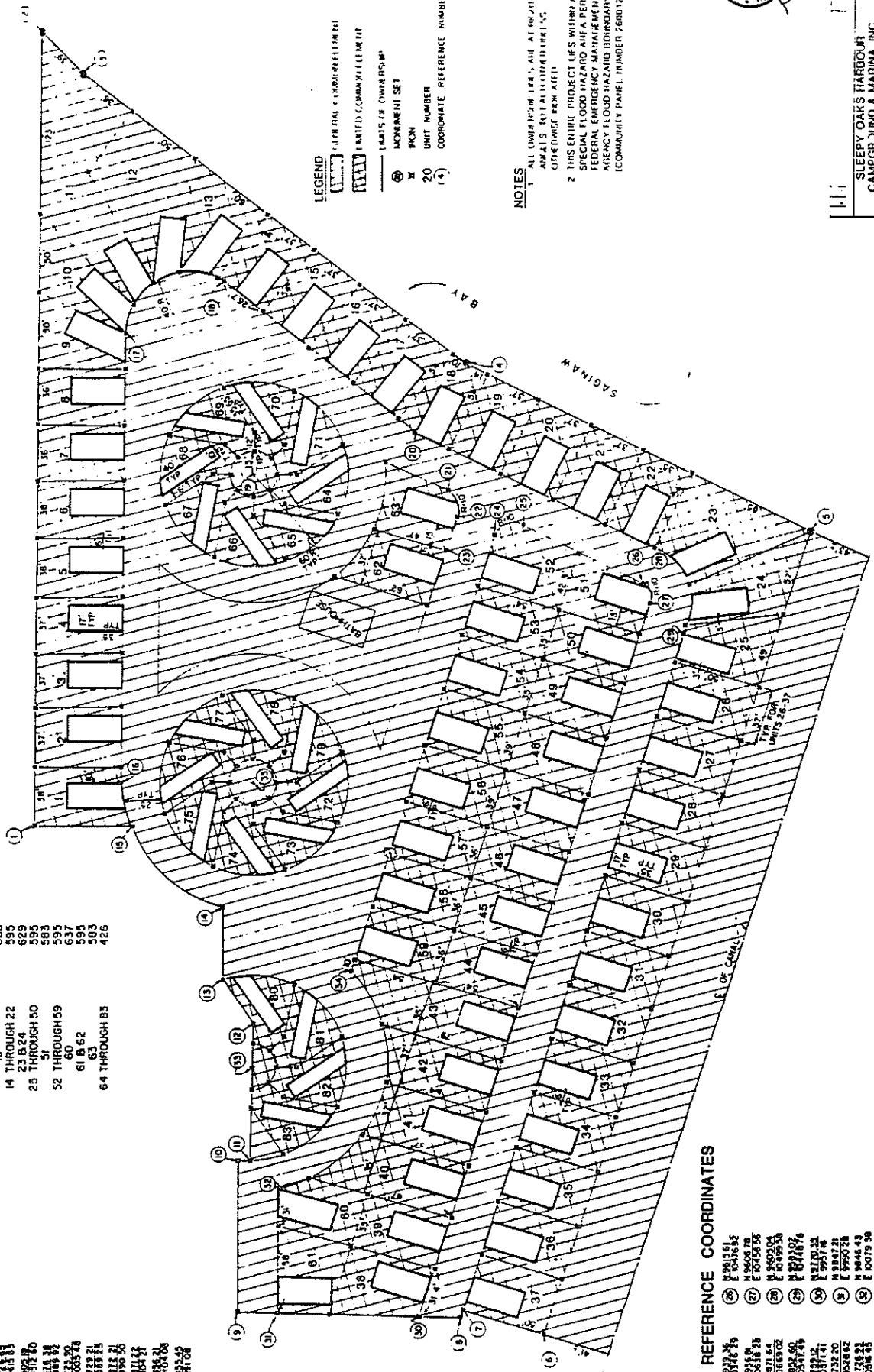
PROPOSED

BOUNDARY COORDINATES

- ① N 3327.23 E 10323.41
- ② N 3327.23 E 10323.41
- ③ N 3327.23 E 10323.41
- ④ N 3327.23 E 10323.41
- ⑤ N 3327.23 E 10323.41
- ⑥ N 3327.23 E 10323.41
- ⑦ N 3327.23 E 10323.41
- ⑧ N 3327.23 E 10323.41
- ⑨ N 3327.23 E 10323.41
- ⑩ N 3327.23 E 10323.41
- ⑪ N 3327.23 E 10323.41
- ⑫ N 3327.23 E 10323.41

UNIT AREA IN SQ. FT.

- 2 THROUGH 8 595
- 9 648
- 10 661
- 11 637
- 12 661
- 13 688
- 14 THROUGH 22 595
- 23 B, 24 629
- 25 THROUGH 50 595
- 51 583
- 52 THROUGH 59 595
- 60 637
- 61 B, 62 595
- 63 583
- 64 THROUGH 83 426



- LEGEND**
- FEDERAL CORRIDOR (11/10/11)
 - LIMITED COMMERCIAL ZONING
 - UNITS OF OTHER PHASE
 - MONUMENT SET
 - PION
 - 20 UNIT NUMBER
 - (A) COORDINATE REFERENCE NUMBER

NOTES

- 1 ALL OVERFLOW TERS AND AT GREAT ANALS' DETENTIONED HERE TO CORRECT PER AETI
- 2 THIS ENTIRE PROJECT LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD HAZARD BOUNDARY MAP (COMMUNITY PANEL NUMBER 260017 090101)

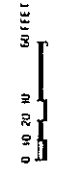


SLEEPY OAKS HARBOUR
CAMPGROUND & MARINA, INC
 250 S. MARK ST.
 ALHAMBRA, CA 91703

SITE & FLOOD PLAN PLAN
SLEEPY OAKS CAMPGROUND
 CITY OF ALHAMBRA, AREMAC COUNTY, CA

DATE: 11/20/11
 SCALE: 1" = 50' (0.8)

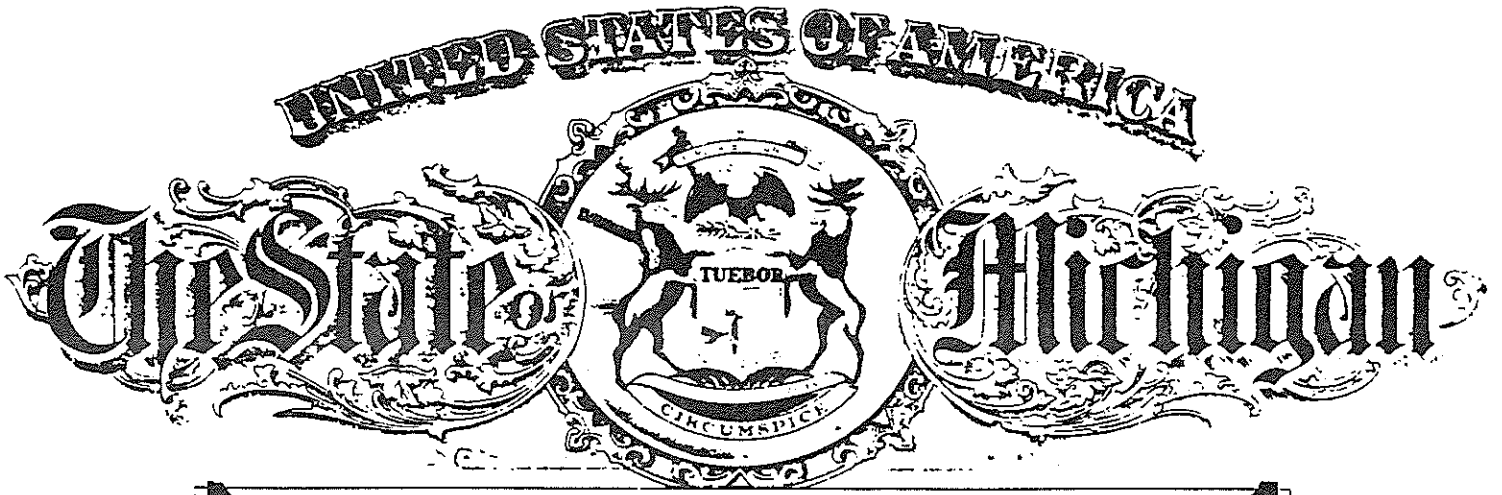
PROFESSIONAL ENGINEERING ASSOCIATES



PROPOSED

UNIT REFERENCE COORDINATES

- ⑬ N 3327.23 E 10323.41
- ⑭ N 3327.23 E 10323.41
- ⑮ N 3327.23 E 10323.41
- ⑯ N 3327.23 E 10323.41
- ⑰ N 3327.23 E 10323.41
- ⑱ N 3327.23 E 10323.41
- ⑲ N 3327.23 E 10323.41
- ⑳ N 3327.23 E 10323.41
- ㉑ N 3327.23 E 10323.41
- ㉒ N 3327.23 E 10323.41
- ㉓ N 3327.23 E 10323.41
- ㉔ N 3327.23 E 10323.41
- ㉕ N 3327.23 E 10323.41
- ㉖ N 3327.23 E 10323.41
- ㉗ N 3327.23 E 10323.41
- ㉘ N 3327.23 E 10323.41
- ㉙ N 3327.23 E 10323.41
- ㉚ N 3327.23 E 10323.41
- ㉛ N 3327.23 E 10323.41
- ㉜ N 3327.23 E 10323.41
- ㉝ N 3327.23 E 10323.41
- ㉞ N 3327.23 E 10323.41
- ㉟ N 3327.23 E 10323.41
- ㊱ N 3327.23 E 10323.41
- ㊲ N 3327.23 E 10323.41
- ㊳ N 3327.23 E 10323.41
- ㊴ N 3327.23 E 10323.41
- ㊵ N 3327.23 E 10323.41
- ㊶ N 3327.23 E 10323.41
- ㊷ N 3327.23 E 10323.41
- ㊸ N 3327.23 E 10323.41
- ㊹ N 3327.23 E 10323.41
- ㊺ N 3327.23 E 10323.41
- ㊻ N 3327.23 E 10323.41
- ㊼ N 3327.23 E 10323.41
- ㊽ N 3327.23 E 10323.41
- ㊾ N 3327.23 E 10323.41
- ㊿ N 3327.23 E 10323.41



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That Articles of Incorporation of

SLEEPY OAKS CAMPGROUND ASSOCIATION

were duly filed in this office on the 19th day of August, 19 83, in conformity with Act 162, Public Acts of 1982.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of August, 19 83.

[Signature] Director

NON-PROFIT ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I NAME

The name of the corporation is Sleepy Oaks Campground Association.

ARTICLE II PURPOSES

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

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

ARTICLE III ADDRESSES

Location of the first registered office is 250 South Main, in the City of Au Gres, Arenac County, Michigan.

Post office address of the first registered office is 250 South Main, Au Gres, Michigan 48703.

ARTICLE IV RESIDENT AGENT

The name of the first resident agent is Joseph H. Walker.

ARTICLE V
BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is — Real Property: None
 Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members

ARTICLE VI
INCORPORATOR

The name of the incorporator is William T. Myers and his place of business is 505 North Woodward Ave., Suite 3000, Bloomfield Hills, Michigan 48013.

ARTICLE VII
EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII
MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

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

Signed this 2nd day of August, 1983.

/s/ William T. Myers

William T. Myers, Incorporator

DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

This Declaration of Easements and Agreement for Maintenance made as of the 29th day of September 1983, by SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC., a Michigan corporation, (hereinafter "Developer"), and the SLEEPY OAKS CAMPGROUND ASSOCIATION, a Michigan nonprofit corporation (hereinafter "Association"), the address of both of which is 250 South Main, AuGres, Michigan 48703

WHEREAS, Developer is the Developer of SLEEPY OAKS CAMPGROUND (hereinafter "Condominium"), located in the City of AuGres, Arenac County, Michigan to be initially comprised of the following described land:

Land in the North 1/2 of Section 19, Town 19 North, Range 7 East, City of AuGres, Arenac County, Michigan, described as commencing at the Northwest corner of said Section 19; thence along the West section line South 1° 54' 00" West, 660.19 feet; thence South 89° 30' 00" East, 1321.46 feet; thence South 1° 54' 00" West, 660.06 feet; thence South 89° 30' 00" East, 317.04 feet to the Point of Beginning; thence South 89° 30' 00" East, 520.00 feet; thence South 46° 48' 37" West, 38.95 feet; thence South 38° 59' 07" West, 308.61 feet; thence South 24° 59' 50" West, 244.35 feet to a point on the West end of a traverse line along the canal to Saginaw Bay; thence along said traverse line North 71° 51' 52" West, 550.00 feet to a Point of Ending of said traverse line, including land between the traverse line and the centerline of the canal, being described as beginning at the East end of said traverse line; thence South 24° 59' 50" West, 43 feet more or less to the centerline; thence along the centerline in a Northwesterly direction, 550 feet more or less; thence North 18° 08' 08" East, 41 feet more or less to the Point of Ending of said traverse line; thence leaving said traverse line North 18° 08' 08" East, 50.00 feet; thence North 71° 51' 52" West, 17.08 feet; thence North 0° 30' 00" East, 143.00 feet; thence South 89° 30' 00" East, 113.72 feet; thence South 0° 30' 00" West, 15.01 feet; thence South 89° 30' 00" East, 87.00 feet; thence North 56° 00' 00" East, 35.68 feet; thence South 89° 30' 00" East, 42.44 feet; thence 84.44 feet along a curve to the right, radius 85.00 feet, chord North 42° 32' 20" East, 81.01 feet; thence North 0° 30' 00" East, 63.00 feet to the Point of Beginning.

hereinafter referred to as Parcel I; and

WHEREAS, the Association will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium as agent and representative of the Co-owners with respect thereto; and

WHEREAS, the following property may be developed as an expansion phase (or phases) of the Condominium or as a rental development (or developments), a separate condominium project (or projects) or other forms of development, which property is more particularly described as follows:

Land in the City of AuGres, County of Arenac, State of Michigan, described as:

Commencing at the Northwest corner, Section 19, Town 19 North, Range 7 East, Sims Township, Arenac County, Michigan; thence South 1° 54' West, 660.19 feet along the West section line to the Point of Beginning; thence South 1° 54' West, 660.06 feet along the West section line; thence South 89° 30' East, 231.0 feet; thence North 0° 30' East, 40.0 feet; thence South 88° 51' East, 556.0 feet; thence South 53° 31' 35" East, 581.79 feet; thence South 71° 54' 52" East, 608.5 feet; thence North 24° 59' 50" East, 244.35 feet; thence North 38° 59' 07" East, 308.61 feet; thence North 46° 48' 37" East, 38.95 feet; thence North 89° 30' West, 837.04 feet; thence North 1° 54' East, 660.06 feet; thence North 89° 30' West, 1321.46 feet to the West section line and the Point of Beginning. Including all land between the above described parcel and the center

line of a canal along the South side thereof. Subject to right-of-way for Main Street along the West side thereof. Being a part of Lots 10 and 11, Block 16, recorded plat of Supervisor's Plat of the City of AuGres, and a part of Government Lot 2, in Section 19, Town 19; North, Range 7 East. Including riparian rights and ingress and egress along said canal to the Saginaw Bay.

and

From the Section corner common to Sections 13 and 24, Town 19, North, Range 6 East, and Sections 18 and 19, Town 19; North, Range 7 East, thence South 1° 54' West, 1320.25 feet; thence South 89° 30' East, 1321.96 feet to Point of Beginning. Thence South 89° 30' East, 772.17 feet; thence North 52° 31' 30" East, 1052.14 feet; thence North 51° 34' 54" West, 334.75 feet; thence South 66° 07' West, 1461.86 feet; thence South 1° 54' West, 249.63 feet to Point of Beginning.

Above described parcel of land is located in part of Government Lot 1, Section 19, Town 19, North, Range 7 East, Sims Township, Arenac County, Michigan, and is intended to extend to water's edge of Saginaw Bay, but excepting therefrom that portion of the land described as Parcel I above.

hereinafter referred to as Parcel II; and

WHEREAS, it is desirable that there be a common access roadway over a portion of Parcel II for purposes of providing ingress and egress to such Parcels to and from Main Street and the parties hereto desire to create an easement for such purpose and to provide a method for joint maintenance of any roadway constructed over said easement; and

WHEREAS, it is also desirable that easements be created over Parcel II for the installation, maintenance, repair and replacement of utilities installed or to be installed within Parcel II which will service both Parcels I and II and to provide a method for joint maintenance of the utilities lying within Parcel II.

ACCESS EASEMENT

NOW, THEREFORE the Developer does hereby declare and grant perpetual easements for the benefit of the owners from time to time of Parcels I and II, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each, over the roadways as depicted on the Site Plan attached hereto as Exhibit A, as said Site Plan may be amended from time to time, for egress and ingress to, through and from Parcels I and II to the public right-of-way in Main Street.

Persons from time to time owning Parcels I and II (or any part thereof) shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of the roadways which share of expenses shall be determined with respect to each respective parcel by multiplying the number of completed units located thereon (or any part thereof) by a fraction, the numerator of which is the number of completed units located upon each such respective parcel or any part thereof and the denominator of which is the total of all completed units located upon Parcels I and II and any parts thereof.

UTILITY EASEMENTS

ALSO, the Developer does hereby declare and grant perpetual easements for the benefit of the Owners from time to time of Parcels I and II and the respective successors and assigns of each and the agents, employees, tenants and invitees of each for the use, enjoyment, operation, maintenance, repair and replacement of the sanitary sewer and storm sewer mains and leads, the water mains and leads and the natural gas and electric power mains and leads located on Parcel II. Said Easements shall extend six feet on either side of said mains and/or leads as installed, all as depicted on Exhibit A hereto as the same may be amended from time to time to reflect "as built" locations. Persons from time to time owning Parcels I and II (or any part thereof) shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of the above-described utility mains which share of expenses shall be determined with respect to each respective parcel by multiplying the number of

completed units located thereon (or any part thereof) by a fraction, the numerator of which is the number of completed units located upon each respective parcel or any part thereof and the denominator of which is the total of completed units located upon Parcels I and II and any parts thereof. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the owners of the parcel or portion thereof upon which are located the units which such lead or leads service.

GENERAL

A completed unit shall be a unit ready for utilization by a "recreational unit" as defined in MCLA 333.1250(1)(c) and to which all utility services are complete. If a completed unit is part of a condominium development, the condominium association thereof shall be deemed, for the purposes of payment of the above expenses, as the owner of such completed unit and payment of said expenses shall be an expense of administration of such association.

Developer may hereafter add, by separate recorded Declaration, or by Amendment to this Declaration, other Easement areas lying within Parcel I and/or Parcel II. Declarant may also, during development of Parcels I and II and in furtherance thereof without the consent of any person interested in Parcels I and II, relocate or omit any Easement described herein in such manner as may be reasonable so long as the relocation or omission has no material adverse effect upon any owner. Further, and without the consent of any person interested in Parcels I and II, dedicate to the public, in fee or otherwise, the roads, rights of way, utilities and easement areas established hereunder. In the event of any such relocation, omission, or dedication, Declarant shall cause an amendment to be made hereto and to be duly recorded in order to properly reflect such omission, relocation or dedication. Upon recordation of such separate Declaration or any such amendment hereto, any newly resulting easements shall be administered as originally provided herein.

The easements hereinbefore granted and declared shall run with the land and shall be non-exclusive perpetual easements and shall be of both benefit and burden to the owners of Parcels I and II, and any part thereof, and their respective successors and assigns. Said Easements, however, are private and nothing herein contained shall be deemed to constitute a dedication of the same to the public absent dedication by separate specific recorded instrument.

IN WITNESS WHEREOF, this Declaration of Easements and Agreement For Maintenance was executed as of the day and year first written above.

WITNESSES:

/s/ Mary J. Penner
Mary J. Penner

/s/ Joseph Bigler
Joseph Bigler

/s/ Joseph Bigler
Joseph Bigler

/s/ Mary J. Penner
Mary J. Penner

SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC., a Michigan corporation

By: /s/ Joseph H. Walker
Joseph H. Walker, President

SLEEPY OAKS CAMPGROUND ASSOCIATION, a Michigan non-profit corporation

By: /s/ Timothy Kelly
Timothy Kelly
Its: Secretary/Treasurer

(Continued)

STATE OF MICHIGAN)
) SS.
COUNTY OF ARENAC)

The foregoing instrument was acknowledged before me this 29th day of September, 1983, by Joseph H. Walker, the President of SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC., a Michigan corporation, on behalf of said corporation.

 /s/ Mary J. Penner
 Mary J. Penner
Notary Public, Arenac County, Michigan
My commission expires: October 20, 1987

STATE OF MICHIGAN)
) SS.
COUNTY OF ARENAC)

The foregoing instrument was acknowledged before me this 29th day of September, 1983, by Timothy Kelly, the Secretary/Treas of SLEEPY OAKS CAMPGROUND ASSOCIATION, a Michigan non-profit corporation, on behalf of said corporation.

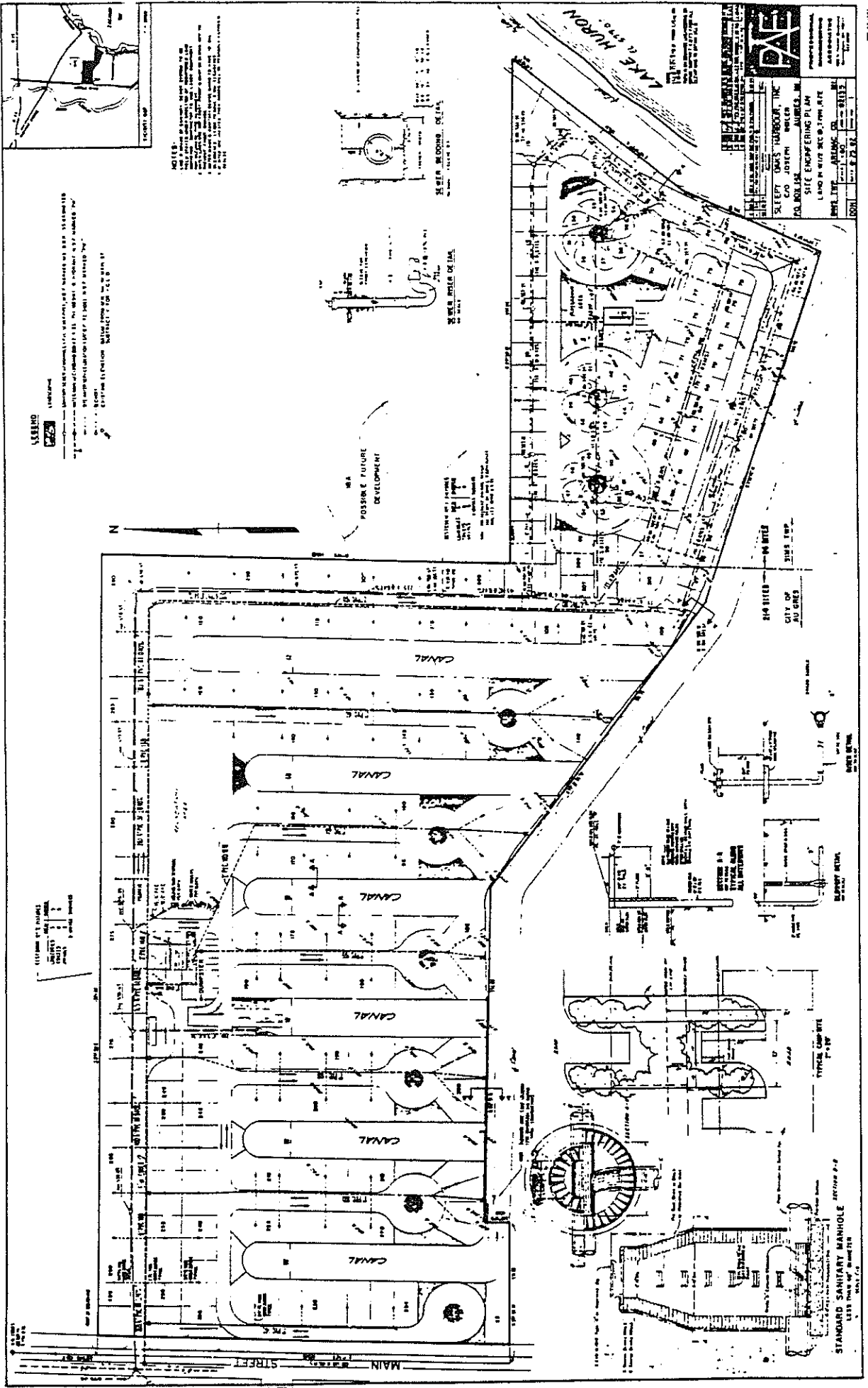
 /s/ Joseph Bigler
 Joseph Bigler
Notary Public, Arenac County, Michigan
My commission expires: May 9, 1987

Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

EXHIBIT A TO DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE



BY: [Signature]

DATE: [Date]

FIRST AMENDMENT TO MASTER DEED OF SLEEPY OAKS CAMPGROUND

Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, whose address is 250 South Main, AuGres, Michigan 48703, being the Developer of Sleepy Oaks Campground, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 29, 1983, in Liber 191, Pages 137 through 175, Arenac County Records, and known as Arenac County Condominium Subdivision Plan No. 1, hereby amends the Master Deed of Sleepy Oaks Campground pursuant to the authority reserved in Article V, Section 3, Article VI and Article IX, Section 3 thereof for the purposes of relocating Units 60 and 61 by the addition of the land described in paragraph 1 below, adding a provision to the Master Deed permitting the subdivision, consolidation and other modifications of Units, updating Article VI, Section 1(a) of the Bylaws and redefining Unit 68. Upon the recording of this Amendment in the office of the Arenac County Register of Deeds, said Master Deed and Exhibits A and B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Land in the North 1/2 of Section 19, Town 19 North, Range 7 East, City of AuGres, Arenac County, Michigan, described as commencing at the Northwest corner of said Section 19; thence along the West section line South 1°54'00" West, 660.19 feet; thence South 89°30'00" East, 1321.46 feet; thence South 1°54'00" West, 660.06 feet; thence South 89°30'00" East, 837.04 feet; thence South 46°48'37" West, 38.95 feet; thence South 38°59'07" West, 308.61 feet; thence South 24°59'50" West, 244.35 feet to a point on the East end of a traverse line along a canal to Saginaw Bay; thence along said traverse line, North 71°51'52" West, 550.00 feet to the Point of Beginning; Thence along said traverse line, North 71°51'52" West, 75.00 feet to a Point of Ending of said traverse line, including land between the traverse line and the centerline of the canal, being described as beginning at the point on the traverse line being the said Point of Beginning; Thence South 18°08'08" West, 41 feet, more or less, to the centerline; thence along the centerline in a Northwesterly direction, 60 feet, more or less; thence North 2°40'18" West, 45 feet to the Point of Ending of said traverse line; thence leaving said traverse line, North 2°40'18" West, 53.49 feet; thence South 71°51'52" East, 93.50 feet; thence South 18°08'08" West, 50.00 feet to the Point of Beginning.

2. Article V, Section 2 of the Master Deed of Sleepy Oaks Campground, as set forth below, shall replace and supersede Article V, Section 2 thereof as originally recorded, and such originally recorded Article V, Section 2 shall be of no further force or effect.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the sizes and other comparative characteristics of each Unit in the Project which would affect the maintenance costs and value of each Unit and concluding that there are not material differences among them insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%. The percentage of value allocated to each Unit may be changed only in the event that Units are subdivided, consolidated and/or the boundaries relocated as provided for in Article VIII hereof; the percentages of value assigned to the Units affected shall be proportionately reallocated among said Units.

3. The Master Deed for Sleepy Oaks Campground shall be amended by the addition thereto of Article VIII, as set forth below, and the redesignation of Articles VIII through X, as originally recorded (and any references thereto), to Articles IX through XI, respectively.

ARTICLE VIII
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

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

(a) **Subdivision of Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or resubdivide any Unit which it owns; Consolidate under single ownership two or more Units which are located adjacent to one another; and relocate any boundaries between adjoining Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amendments to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall be in accordance with the method established in Article V hereof. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. 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 and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. 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 hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Arenac County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between 2 or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the Office of the Arenac County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VIII.

4. Article IX, Section 4 of the Master Deed of Sleepy Oaks Campground, as set forth below, shall replace and supersede Article IX, Section 4 thereof as originally recorded, and such originally recorded Article IX, Section 4 shall be of no further force or effect.

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 provided in Article V, Section 6(c) of the Bylaws and except as provided in Articles V, VI and VIII hereof.

5. Article VI, Section 1(a) of the Bylaws of Sleepy Oaks Campground, as set forth below, shall replace and supersede Article VI, Section 1(a) thereof as originally recorded, and such originally recorded Article VI, Section 1(a) shall be of no further force or effect.

Section 1. Use and Occupancy.

(a) No Unit in the Condominium or any of the Limited Common Elements appurtenant thereto shall be used for any purpose other than the placement or parking of "recreational units" as defined in MCLA 333.12501(1)(d) and the Common Elements shall be used only for purposes consistent with the use of the Units for recreational campground purposes. No permanent structures or buildings for habitation purposes shall be installed within any Unit or its appurtenant Limited Common Elements and no structures or buildings of any sort shall be placed thereon without written approval of the Association as elsewhere herein provided.

6. Amended Sheets 1 through 4 of the Condominium Subdivision Plan of Sleepy Oaks Campground, as attached hereto, shall replace and supersede Sheets 1 through 4 of the Condominium Subdivision Plan of Sleepy Oaks Campground as originally recorded, and the originally recorded Sheets 1 through 4 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

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

Dated this 23rd day of April, 1985.

WITNESSES:

/s/ Joseph Bigler
Joseph Bigler

SLEEPY OAKS HARBOUR CAMPGROUND &
MARINA, INC., a Michigan corporation

/s/ Timothy Kelley
Timothy Kelley

By: /s/ Joseph H. Walker
Joseph H. Walker, President

STATE OF MICHIGAN)
) SS.
COUNTY OF ARENAC)

The foregoing First Amendment to Master Deed of Sleepy Oaks Campground was acknowledged before me this 23rd day of April, 1985, by by Joseph H. Walker, the President of SLEEPY OAKS HARBOUR CAMPGROUND & MARINA, INC., a Michigan corporation, on behalf of the corporation.

/s/ Joseph Bigler
Joseph Bigler

Notary Public, Arenac County, Michigan
My commission expires: May 9, 1987

First Amendment to Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

SECOND AMENDMENT TO MASTER DEED OF SLEEPY OAKS CAMPGROUND

Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, whose address is 250 South Main, Au Gres, Michigan 48703, being the Developer of Sleepy Oaks Campground, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 29, 1983, in Liber 191, Pages 137 through 175; and First Amendment to the Master Deed recorded on May 10, 1985, in Liber 196, Pages 143 through 150, Arenac County Records, and known as Arenac County Condominium Subdivision Plan No. 1, hereby amends the Master Deed of Sleepy Oaks Campground pursuant to the authority reserved in Articles VI and X thereof for the purposes of enlarging the Condominium Project from 83 Units to 187 Units by the addition of the land described in paragraph 1 below and correcting survey errors. Upon the recording of this Amendment in the office of the Arenac County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Land in the North 1/2 of Section 19, Town 19 North, Range 7 East, City of Au Gres, Arenac County, Michigan, described as commencing at the Northwest corner of said Section 19, thence along the West section line South 1° 54' 00" West, 660.19 feet; thence South 89° 30' 00" East, 787.46 feet to the Point of Beginning; thence continuing South 89° 30' 00" East, 534.00 feet; thence South 1° 54' 00" West, 660.06 feet; thence South 4° 15' 03" West, 128.14 feet; thence South 0° 30' 00" West, 143.00 feet; thence North 71° 51' 52" West, 76.92 feet; thence South 2° 40' 18" East, 53.49 feet to a point on the East end of a traverse line along the canal to Saginaw Bay; thence along said traverse line North 53° 31' 35" West, 543.66 feet to a Point of Ending of said traverse line, including land between the traverse line and the centerline of the canal, being described as beginning at the East end of said traverse line; thence South 2° 40' 18" East, 45 feet more or less to the centerline; thence along the centerline in a Northwesterly direction 560 feet more or less; thence North 1° 54' 00" East, 40 feet more or less to the Point of Ending of said traverse line; thence leaving said traverse line North 1° 54' 00" East, 30.00 feet; thence North 49° 11' 49" East, 59.01 feet; thence 88.81 feet along a curve to the right, radius 50.00 feet; chord bearing North 10° 04' 49" East, 77.59 feet; thence 22.99 feet along a curve to the left, radius 25.00 feet; chord bearing North 27° 56' 11" East, 22.19 feet; thence North 1° 54' 00" East, 377.00 feet; thence 31.42 feet along a curve to the left, radius 20.00 feet, chord bearing North 43° 06' 00" West, 28.28 feet; thence North 89° 30' 00" West, 59.00 feet; thence North 1° 54' 00" East, 79.00 feet to the Point of Beginning.

2. Amended Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Sleepy Oaks Campground, as attached hereto, shall replace and supersede Sheets 1, 2, 3 and 4 of the Condominium Subdivision Plan of Sleepy Oaks Campground as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3 and 4 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

3. Sheets 3A and 4A of the Condominium Subdivision Plan of Sleepy Oaks Campground, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Sleepy Oaks Campground, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Sleepy Oaks Campground, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

THIRD AMENDMENT TO MASTER DEED OF
SLEEPY OAKS CAMPGROUND

Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, whose address is 250 South Main, AuGres, Michigan 48703, being the Developer of Sleepy Oaks Campground, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 29, 1983, in Liber 191, Pages 137 through 175; First Amendment to the Master Deed recorded on May 10, 1985, in Liber 196, Pages 143 through 150; and Second Amendment to the Master Deed recorded on July 5, 1985, in Liber 196, Pages 490 through 497, Arenac County Records, and known as Arenac County Condominium Subdivision Plan No. 1, hereby amends the Master Deed of Sleepy Oaks Campground pursuant to the authority reserved in Article X, Sections 1 and 3 thereof for the purposes of redefining the Limited Common Element area appurtenant to Unit 40 and correcting survey errors. Upon the recording of this Amendment in the office of the Arenac County Register of Deeds, Exhibit B of the Master Deed shall be amended in the following manner:

Amended Sheets 1, 2, 3, 3A, 4 and 4A of the Condominium Subdivision Plan of Sleepy Oaks Campground, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 3A, 4 and 4A of the Condominium Subdivision Plan of Sleepy Oaks Campground as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 3A, 4 and 4A shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Sleepy Oaks Campground, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 5th day of August, 1986.

WITNESSES:

/s/Joseph Bigler
Joseph Bigler

SLEEPY OAKS HARBOUR CAMPGROUND &
MARINA, INC., a Michigan corporation

/s/Timothy Kelley
Timothy Kelley

By: /s/Joseph H. Walker
Joseph H. Walker, President

STATE OF MICHIGAN)
) SS.
COUNTY OF ARENAC)

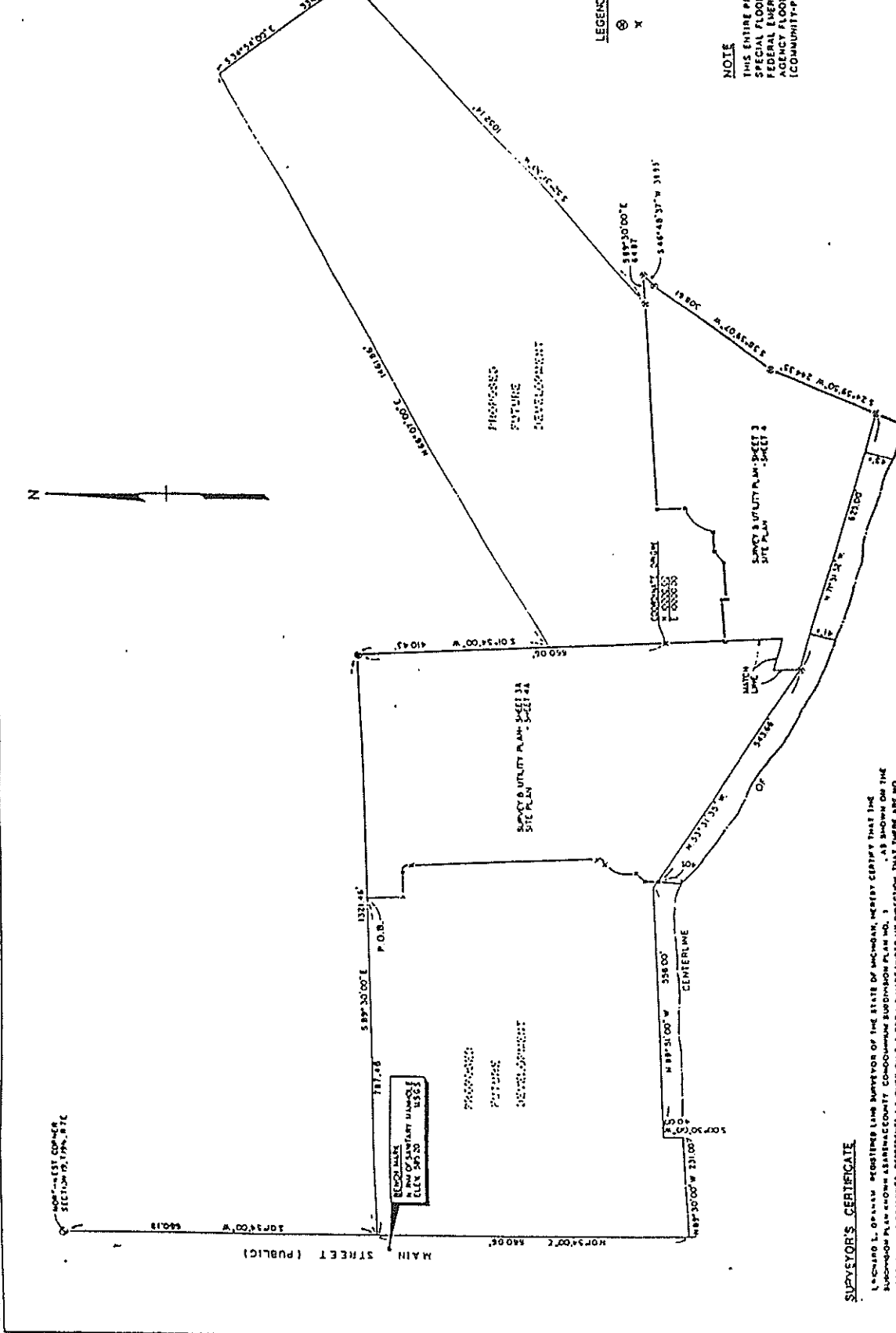
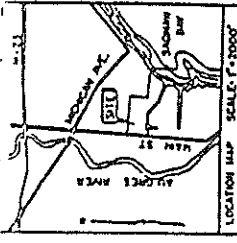
The foregoing Third Amendment to Master Deed of Sleepy Oaks Campground was acknowledged before me this 5th day of August, 1986, by Joseph H. Walker, the President of Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, on behalf of the corporation.

/s/Timothy Kelley
Timothy Kelley
Notary Public, Arenac County, Michigan
My commission expires: April 29, 1987

Third Amendment to Master Deed drafted by:

C. Kim Shierk of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter



LEGEND
 ○ VOLUNTARY SET
 X POB

NOTE
 THIS ENTIRE PROJECT LIES WITHIN A
 SPECIAL FLOOD HAZARD AREA PER
 FEDERAL EMERGENCY MANAGEMENT
 AGENCY FLOOD HAZARD BOUNDARY MAP.
 (COMMUNITY-PANEL NUMBER 280012 00019)



PROJECT NO.	13
DATE	11/13/85
PROJECT NAME	SLEEPY OAKS HARBOUR CAMP GROUND & MARINA, INC. COMPOSITE & FLOOD PLAIN PLAN SLEEPY OAKS CAMPGROUND
CITY	CITY OF ANNEAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND
PROFESSIONAL ENGINEER	RICHARD L. GORDON
REGISTERED	14884
ASSOCIATION	PROFESSIONAL ENGINEERS ASSOCIATE, INC.
ADDRESS	950 NORTH WINTER ROULET WARD BETHESDA, MARYLAND 20811

SUPERVISOR'S CERTIFICATE

LEONARD L. GORDON, REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, HEREBY CERTIFY THAT THE SUBDIVISION PLAN AND/OR PLAT REPRESENTS A SURVEY OF THE GROUNDS SHOWN UNDER MY DIRECTION THAT THERE ARE NO UNRECORDED ENCUMBRANCES, EASEMENTS, RIGHTS OR INTERESTS IN THE GROUNDS SHOWN THAT THE REQUIRED MONUMENTS AND MARKERS HAVE BEEN LOCATED ON THE GROUNDS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 147 OF ACT NUMBER 38 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 147 OF ACT NUMBER 38 OF THE PUBLIC ACTS OF 1978; THAT THE PLATINGS SHOWN ARE NOTED ON SURVEY PLANS AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 38 OF THE PUBLIC ACTS OF 1978.

Richard L. Gordon
 RICHARD L. GORDON
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 14884
 PROFESSIONAL ENGINEERS ASSOCIATE, INC.
 950 NORTH WINTER ROULET WARD
 BETHESDA, MARYLAND 20811

DATE 8-1-85

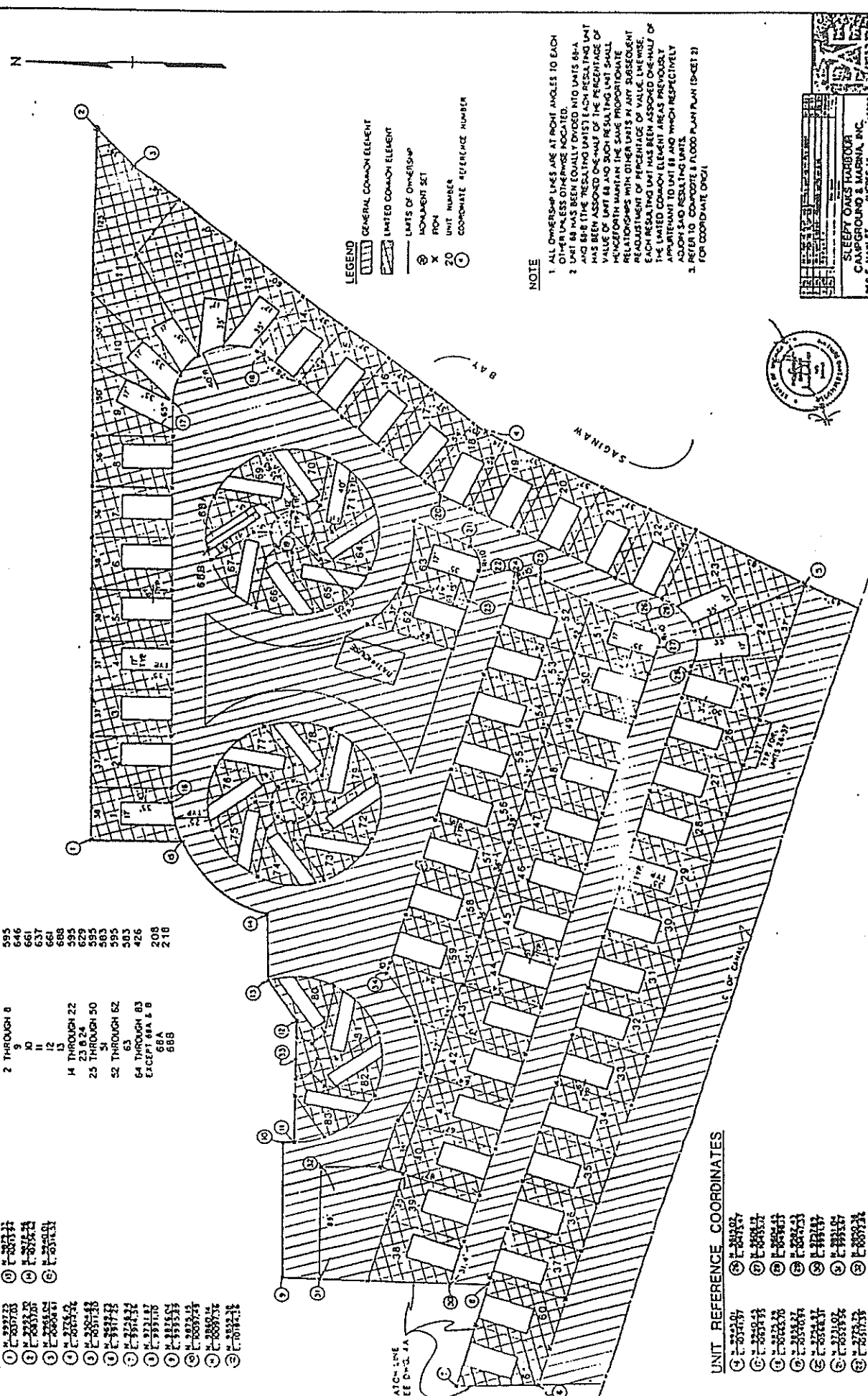
PROPOSED

BOUNDARY COORDINATES

- ① E. 207723
- ② E. 207731
- ③ E. 207737
- ④ E. 207743
- ⑤ E. 207749
- ⑥ E. 207755
- ⑦ E. 207761
- ⑧ E. 207767
- ⑨ E. 207773
- ⑩ E. 207779
- ⑪ E. 207785
- ⑫ E. 207791
- ⑬ E. 207797
- ⑭ E. 207803
- ⑮ E. 207809
- ⑯ E. 207815
- ⑰ E. 207821
- ⑱ E. 207827
- ⑲ E. 207833
- ⑳ E. 207839
- ㉑ E. 207845
- ㉒ E. 207851
- ㉓ E. 207857
- ㉔ E. 207863
- ㉕ E. 207869
- ㉖ E. 207875
- ㉗ E. 207881
- ㉘ E. 207887
- ㉙ E. 207893
- ㉚ E. 207899
- ㉛ E. 207905
- ㉜ E. 207911
- ㉝ E. 207917
- ㉞ E. 207923
- ㉟ E. 207929
- ㊱ E. 207935
- ㊲ E. 207941
- ㊳ E. 207947
- ㊴ E. 207953
- ㊵ E. 207959
- ㊶ E. 207965
- ㊷ E. 207971
- ㊸ E. 207977
- ㊹ E. 207983
- ㊺ E. 207989
- ㊻ E. 207995
- ㊼ E. 207999
- ㊽ E. 208003
- ㊾ E. 208007
- ㊿ E. 208011

UNIT AREA IN SQ. FT.

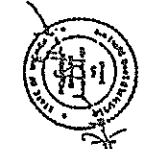
- 1 625
- 2 THROUGH 8 595
- 9 646
- 10 661
- 11 637
- 12 661
- 13 688
- 14 THROUGH 22 595
- 23 & 24 629
- 25 THROUGH 50 595
- 51 583
- 52 THROUGH 62 595
- 63 503
- 64 THROUGH 83 426
- EXCEPT 81 & 8 208
- 88A 218
- 88B 218



- LEGEND**
- ▭ GENERAL COMMON ELEMENT
 - ▭ LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - ⊗ MONUMENT SET
 - X P.O.N.
 - 20 UNIT NUMBER
 - ① COORDINATE REFERENCE NUMBER

NOTE

1. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTATED.
2. UNIT 88 HAS BEEN EQUALLY DIVIDED INTO UNITS 81A AND 81B (THE RESULTING UNITS) EACH RESULTING UNIT AND BEING ASSIGNED ONE-HALF OF THE PERCENTAGE OF VALUE OF SAID UNIT AND SUCH RESULTING UNIT SHALL RELATIONSHIP WITH OTHER UNITS WITHIN THE SAME APARTMENTMENT AS THE ORIGINAL UNIT. THE PERCENTAGE OF VALUE OF SAID UNIT HAS BEEN ADJUSTED TO REFLECT THE PERCENTAGE OF VALUE OF SAID UNIT WHICH IS APPLICABLE TO UNITS 81A AND 81B WHICH RESPECTIVELY REFER TO COMPOSITE & FLOOD PLAN PLAN (SHEET 2) FOR COORDINATE ONLY.



0 10 20 30 40 FEET

SITE PLAN

SLEEPY OAKS CAMPGROUND
 CAMPGROUND DEVELOPMENT, INC.
 250 S. MAIN ST.
 ALBERTA, CANADA

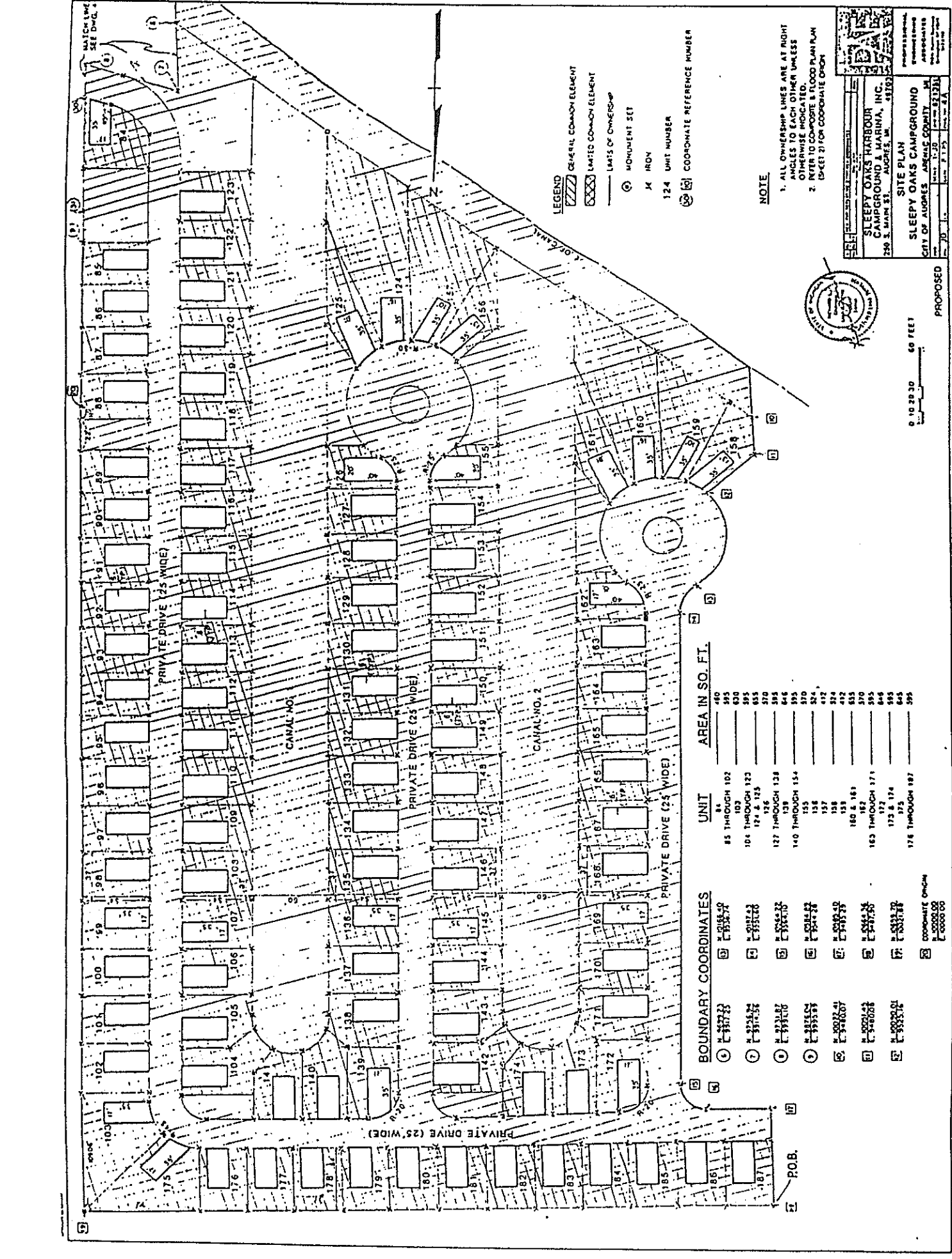
CITY OF ALBERTA
 AREMAC COUNTY

PROFESSIONAL ENGINEER
 REGISTRATION NO. 12345
 EXPIRES: 12/31/2024

DATE: 12/31/2024
 SCALE: 1" = 40'

PROPOSED

REPLAT NO. 3



- LEGEND**
- ▨ GENERAL COMMON ELEMENT
 - ▧ LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - MONUMENT SET
 - K MON
 - 124 UNIT NUMBER
 - ② COORDINATE REFERENCE NUMBER

NOTE

1. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE INDICATED.
2. REFER TO COMPOSITE & FLOOD PLAN PLAN (SHEET 2) FOR COORDINATE ORION.

SITE PLAN
SLEEPY OAKS HARBOUR
CAMPGROUND I MARINA, INC.
 299 S. BAYVIEW ST., SUITE 201, TAMPA, FL 33609

SITE PLAN
SLEEPY OAKS CAMPGROUND
 CITY OF ALDAMES, ALDAMES COUNTY, FL

APPROVED FOR THE CITY OF ALDAMES, FL

APPROVED FOR THE CITY OF ALDAMES, FL

APPROVED FOR THE CITY OF ALDAMES, FL

AREA IN SQ. FT.

UNIT	AREA IN SQ. FT.
84	460
85 THROUGH 102	595
103	630
104 THROUGH 123	595
124 & 125	635
126	570
127 THROUGH 138	595
139	565
140 THROUGH 154	570
155	524
156	417
157	412
158	514
159	412
160 & 161	535
162	570
163 THROUGH 171	585
172	646
173 & 174	585
175	645
176 THROUGH 187	595

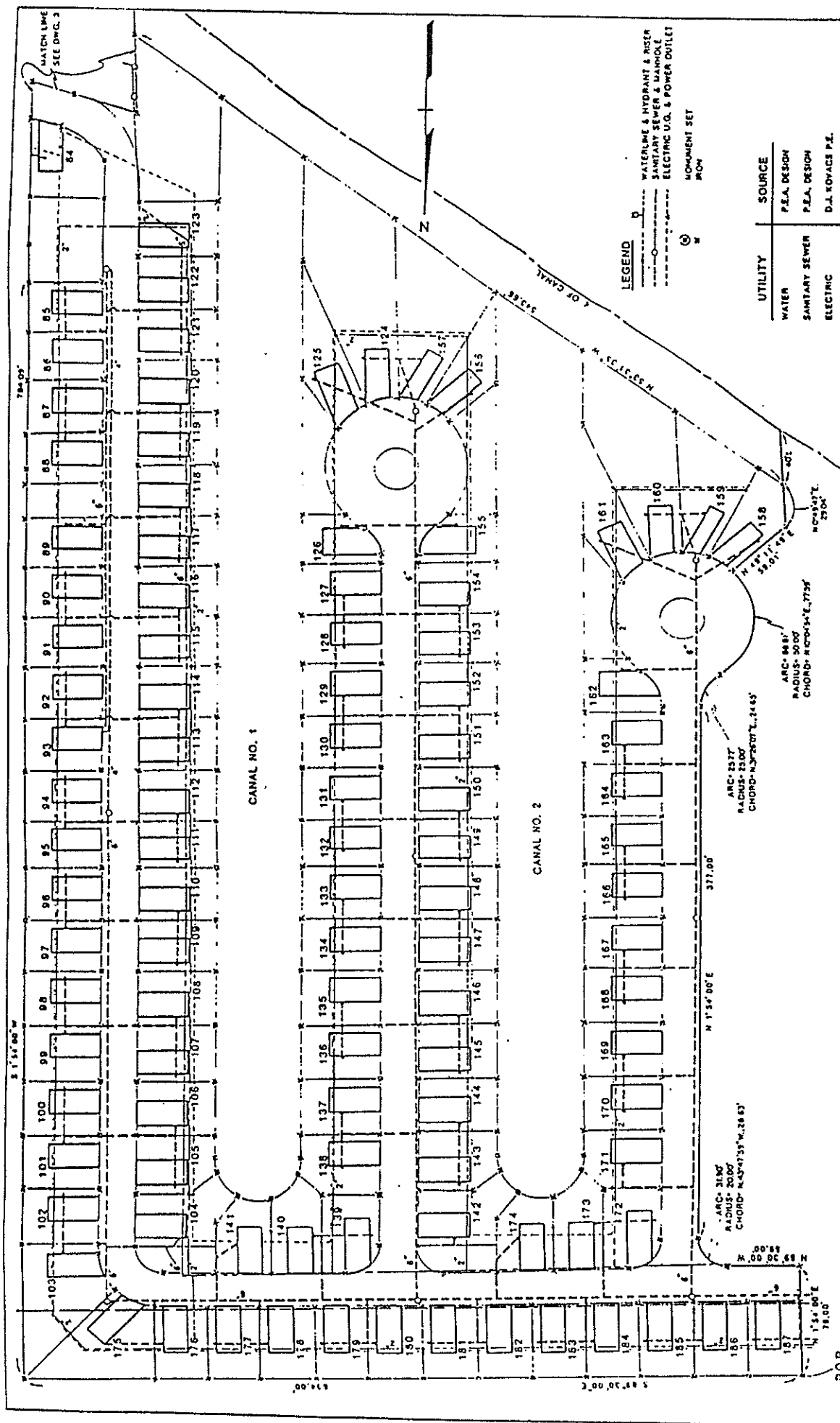
BOUNDARY COORDINATES

BOUNDARY COORDINATES	COORDINATE ORION
① E 337323	E 337323
② E 337323	E 337323
③ E 337323	E 337323
④ E 337323	E 337323
⑤ E 337323	E 337323
⑥ E 337323	E 337323
⑦ E 337323	E 337323
⑧ E 337323	E 337323
⑨ E 337323	E 337323
⑩ E 337323	E 337323
⑪ E 337323	E 337323
⑫ E 337323	E 337323
⑬ E 337323	E 337323
⑭ E 337323	E 337323
⑮ E 337323	E 337323
⑯ E 337323	E 337323
⑰ E 337323	E 337323
⑱ E 337323	E 337323
⑲ E 337323	E 337323
⑳ E 337323	E 337323
㉑ E 337323	E 337323
㉒ E 337323	E 337323
㉓ E 337323	E 337323
㉔ E 337323	E 337323
㉕ E 337323	E 337323
㉖ E 337323	E 337323
㉗ E 337323	E 337323
㉘ E 337323	E 337323
㉙ E 337323	E 337323
㉚ E 337323	E 337323
㉛ E 337323	E 337323
㉜ E 337323	E 337323
㉝ E 337323	E 337323
㉞ E 337323	E 337323
㉟ E 337323	E 337323
㊱ E 337323	E 337323
㊲ E 337323	E 337323
㊳ E 337323	E 337323
㊴ E 337323	E 337323
㊵ E 337323	E 337323
㊶ E 337323	E 337323
㊷ E 337323	E 337323
㊸ E 337323	E 337323
㊹ E 337323	E 337323
㊺ E 337323	E 337323
㊻ E 337323	E 337323
㊼ E 337323	E 337323
㊽ E 337323	E 337323
㊾ E 337323	E 337323
㊿ E 337323	E 337323

0 TO 200 60 FEET

PROPOSED

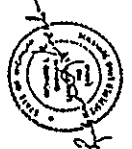
RE-PLAN NO. 2



LEGEND

- Waterline & Hydrant & Riser
- Sanitary Sewer & Manhole
- Electric U.G. & Power Outlet
- Monument Set

UTILITY	SOURCE
WATER	P.E.A. DESIGN
SANITARY SEWER	P.E.A. DESIGN
ELECTRIC	D.J. KOVACE P.E.



PROFESSIONAL ENGINEER
D.J. KOVACE
 STATE OF ARKANSAS
 LICENSE NO. 87133
 EXPIRES 12/31/2024

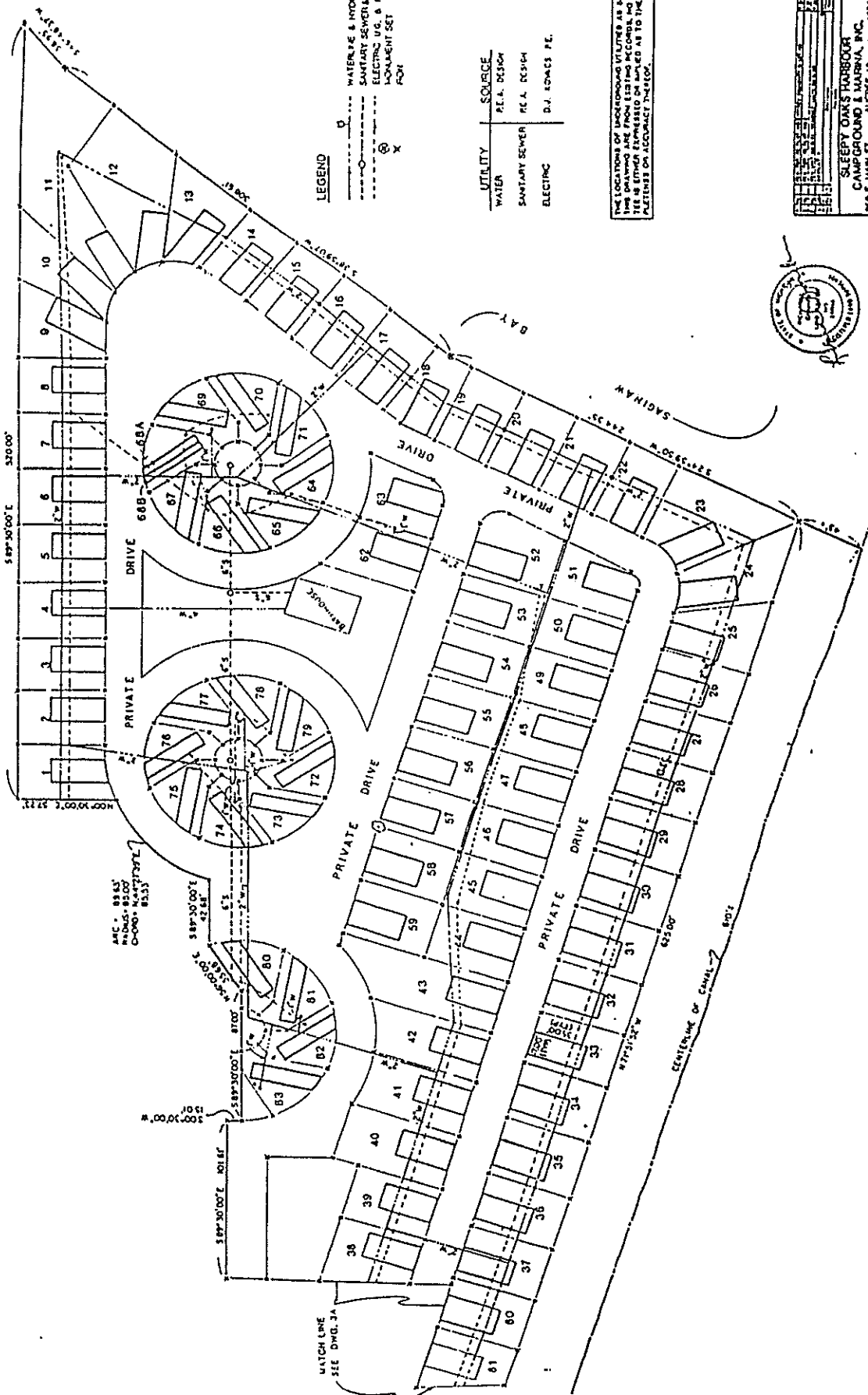
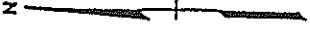
**SLEEPY OAKS HARBOUR
 CAMPGROUND & MARINA, INC.**
 235 S. MAIN ST.
 ARKANSAS, MO. 64789

SURVEY & UTILITY PLAN
SLEEPY OAKS CAMPGROUND
 CITY OF ADONIS
 ARKANSAS COUNTY, MO.
 DATE: 11/30/23
 SHEET NO. 23 OF 31

PROPOSED

0.10 20 30 60 FEET

THE LOCATION OF MONUMENT MARKERS AS SHOWN ON THE DRAWING ARE FROM THE RECORDS AND SURVEY OF THE PROPERTY AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY CLAIM OR ACTION.



LEGEND

- WATER & HYDRANT & PUMP
- SANITARY SEWERS & MANHOLE
- ELECTRIC, V.C. & POWER OUTLET
- WATERMETER SET
- POUT

UTILITY	SOURCE
WATER	P.E.A. DESIGN
SANITARY SEWER	P.E.A. DESIGN
ELECTRIC	D.J. EDWARDS P.E.

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE BASED ON RECORDS AND SURVEY. THE EXISTING UTILITIES ARE SHOWN AS DOTTED LINES. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE BASED ON RECORDS AND SURVEY. THE EXISTING UTILITIES ARE SHOWN AS DOTTED LINES.



DAE
 PROFESSIONAL ENGINEER
 STATE OF MICHIGAN
 LICENSE NO. 21183
 SLEEPY OAKS HARBOUR
 CAMPGROUND & MARINA, INC.
 120 S. MAIN ST.
 ALPENA, MI 49703

SURVEY & UTILITY PLAN
 SLEEPY OAKS CAMPGROUND
 CITY OF ALPENA
 ALPENA COUNTY MI
 DATE: 11-20-13
 DRAWN BY: RFB/EL
 CHECKED BY: JEB
 SCALE: AS SHOWN

0 10 20 30 40 FEET

PROPOSED

**FOURTH AMENDMENT TO MASTER DEED OF
SLEEPY OAKS CAMPGROUND**

Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, the address of which is 250 South Main Street, Au Gres, Michigan 48703, being the Developer of Sleepy Oaks Campground, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 29, 1983 in Liber 191, Pages 137 through 175; First Amendment to Master Deed recorded on May 10, 1985 in Liber 196, Pages 143 through 150; Second Amendment to Master Deed recorded on July 5, 1985 in Liber 196, Pages 489 through 497; and Third Amendment to Master Deed recorded on August 29, 1986 in Liber 199, Pages 811 through 817, Arenac County Records, and known as Arenac County Condominium Subdivision Plan No. 1, hereby amends the Master Deed of Sleepy Oaks Campground pursuant to the authority reserved in Article VI thereof and pursuant to approval of 66-2/3% of all Co-owners for the purposes of enlarging the Condominium Project from 187 Units to 293 Units and making certain other related amendments. Upon the recording of this Amendment in the office of the Arenac County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Commencing at the Northwest corner of Section 19, T19N, R7E, Sims Township, Arenac County, Michigan; thence S01°54'00"W along West line of said Section, and centerline of Main Street 659.81 feet (measured), 660.19 feet (recorded) to the point of beginning; thence continuing S01°54'00"W along said West line and centerline, 459.83 feet; thence S89°31'53"E, 222.72 feet; thence S01°54'00"W, 200.06 feet; thence S89°30'00"E along centerline of canal 569.34 feet; thence N01°54'00"E, 47.76 feet; thence N49°11'49"E 59.01 feet; thence 88.81 feet along the arc of a 50.00 foot radius circular curve concave Easterly through a central angle of 101°46'24" having a chord which bears N10°04'49"E, 77.59 feet; thence 23.00 feet along the arc of a circular curve concave Westerly through a central angle of 52°41'35" having a chord which bears N27°56'11"E, 22.19 feet; thence N01°54'00"E, 377.00 feet; thence 31.90 feet (measured), 31.42 feet (recorded) along the arc of a circular curve concave Southwesterly through a central angle of 91°24'00" having a chord which bears N43°48'00"W, 28.63 feet (measured), N43°06'00"W, 28.28 feet (recorded); thence N89°30'00"W 48.33 feet (measured), 59.00 feet (recorded); thence N01°54'00"E, 78.87 feet (measured), 79.00 feet (recorded); thence N89°27'57"W, 787.38 feet (measured), N89°30'00"W, 787.46 feet (recorded) to the point of beginning.

The above described parcel being a part of the South 1/2 of the NW 1/4 of the NW 1/4 of said Section, and contains 11.65 acres of land, more or less, being subject to the rights of the public over the Westerly 33 feet thereof for Main Street. Also being subject to easements and restrictions of record if any.

2. The following subsection shall be added to Article IV, Section 2 of the Master Deed:

(d) **Boat Slips and Finger Piers.** Boat slips shall be limited in use to the Units to which they are respectively assigned by the Developer as Limited Common Elements by deed or other appropriate instrument of transfer. No boat slip may be transferred to or owned by any person other than the Developer except as a Limited Common Element appurtenant to a specific Unit and no boat slips may be rented. The finger piers located between each pair of boat slips are likewise limited in use to the Owners of the two Units to which the adjoining boat slips have been assigned as Limited Common Elements.

3. The following subsection shall be added to Article IV, Section 3 of the Master Deed:

(e) **Finger Piers.** The costs of maintenance, repair and replacement of each finger pier and its appurtenances shall be borne by the Owners of the two Units which share the use of such finger pier as Limited Common Element assignees of the respective boat slips on either side thereof.

4. The following subsection shall be added to Article VI, Section 1 of the Bylaws attached as Exhibit A to the Master Deed:

(c) The following requirements shall apply to Units 188 through 293 and their appurtenant Limited Common Elements: No recreational unit shall exceed 400 square feet of living area when set up and all recreational units must be constructed with all four walls in place. Each recreational unit, including any porches, decks or similar attachments shall be located entirely within its Condominium Unit and shall not encroach on the surrounding Limited Common Element yard area. Any Park Trailer as so defined by the Recreational Park Trailer Industry Association, Inc. shall be a manufactured vehicle only and shall be certified by its manufacturer to comply with Standard A119.5 of the American National Standards Institute. Recreational units shall comply with all applicable federal, state and local laws.

5. The number "6" contained in Article VI, Section 2 of the original Master Deed of Sleepy Oaks Campground and specifically located in the 3rd line from the beginning of said Article VI, Section 2 of said Master Deed is hereby changed and amended to read "15."

6. Amended Sheets 1 and 2 of the Condominium Subdivision Plan of Sleepy Oaks Campground, as attached hereto, shall replace and supersede Sheets 1 and 2 of the Condominium Subdivision Plan of Sleepy Oaks Campground as originally recorded and

subsequently amended, and the originally recorded and amended Sheets 1 and 2 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

7. Sheets 3B, 4B and 5 of the Condominium Subdivision Plan of Sleepy Oaks Campground, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Sleepy Oaks Campground, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Sleepy Oaks Campground, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 28th day of September, 1998.

WITNESSES:

SLEEPY OAKS HARBOUR CAMPGROUND AND MARINA, INC., a Michigan corporation

Joseph Bigler
Joseph Bigler

By: Joseph H. Walker
Joseph H. Walker, President

Megann J. Walker
Megann J. Walker
STATE OF MICHIGAN)
) SS.
COUNTY OF ARENAC)

The foregoing Fifth Amendment to Master Deed of Sleepy Oaks Campground was acknowledged before me this 28th day of September, 1998, by Joseph H. Walker, President of Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, on behalf of the corporation.

Joseph H. Walker
Notary Public, Arenac County, Michigan
My commission expires: 1/12/2000

Fourth Amendment to Master Deed drafted by:
William T. Myers of DYKEMA GOSSETT PLLC
1577 North Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304-2820
When recorded, return to drafter.

REPLAT NO. 3 OF ARENAC COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. ONE
EXHIBIT B TO FOURTH AMENDMENT TO MASTER DEED
OF

SLEEPY OAKS CAMPGROUND

A SITE CONDOMINIUM OF THE NORTHWEST 1/4 OF SECTION 19, T19N, R7E
SIMS TOWNSHIP, ARENAC COUNTY, MICHIGAN

LAND IN THE CITY OF AU GRES, COUNTY OF ARENAC, STATE OF MICHIGAN, DESCRIBED AS:

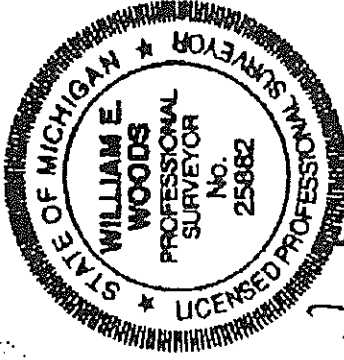
COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, T19N, R7E, SIMS TOWNSHIP, ARENAC COUNTY, MICHIGAN; THENCE S01°54'00"W ALONG WEST LINE OF SAID SECTION, AND CENTERLINE OF MAIN STREET 659.81 FEET (MEASURED), 660.19 FEET (RECORDED) TO THE POINT OF BEGINNING; THENCE CONTINUING S01°54'00"W ALONG SAID WEST LINE AND CENTERLINE, 459.83 FEET; THENCE S89°31'53"E, 222.72 FEET; THENCE S01°54'00"W, 200.06 FEET; THENCE ALONG CENTERLINE OF CANAL IN THE FOLLOWING THREE COURSES; S89°30'00"E 612.71 FEET; THENCE S53°22'10"E 520.64 FEET; THENCE S71°51'52"E, 609.77 FEET; THENCE LEAVING SAID CANAL N24°59'50"E, 244.15 FEET; THENCE N38°59'07"E, 308.61 FEET; THENCE N45°48'37"E, 38.95 FEET; THENCE N89°30'00"W, 837.04 FEET; THENCE N01°54'00"E 660.08 FEET; THENCE N89°27'57"W (MEASURED) N89°30'00"W (RECORDED) 1321.46 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING PARTS OF LOTS 10 AND 11, BLOCK 16 OF THE RECORDED PLAT OF SUPERVISOR'S PLAT OF THE CITY OF AU GRES AND A PART OF GOVERNMENT LOT 2, OF SAID SECTION, AND CONTAINS 27.31 ACRES OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY.

NOTE: ALL STRUCTURES AND IMPROVEMENTS SHOWN ON THE DRAWINGS BODED BELOW EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.

INDEX OF DRAWINGS

(ASTERISKS DENOTE SHEETS ADDED OR REPLACED BY THIS REPLAT)

- *1. COVER SHEET
- *2. COMPOSITE SHEET AND FLOODPLAIN PLAN
- 3. SURVEY AND UTILITY PLAN
- 3A. SURVEY AND UTILITY PLAN FOR PHASE II
- *3B. SURVEY AND UTILITY PLAN FOR PHASE I
- 4. SITE PLAN FOR PHASE I
- 4A. SITE PLAN FOR PHASE II
- *4B. SITE PLAN FOR PHASE III
- *5. UTILITY PLAN FOR PHASE II



SURVEYOR

9-24-98

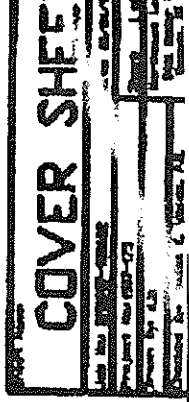
DATE

William E. Woods
SIGNATURE

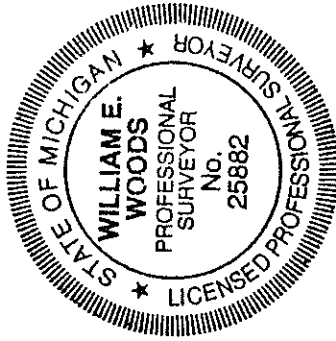
DEVELOPER

SLEEPY OAKS HARBOUR
CAMPGROUND & MARINA, INC.
250 S. MAIN ST., AU GRES, MI 48703

WILLIAM E. WOODS
PROFESSIONAL LAND SURVEYOR NO. 25882
NORTHEAST LAND SURVEYS
5461 CEDAR LAKE ROAD
OSHTONOA, MI 48760



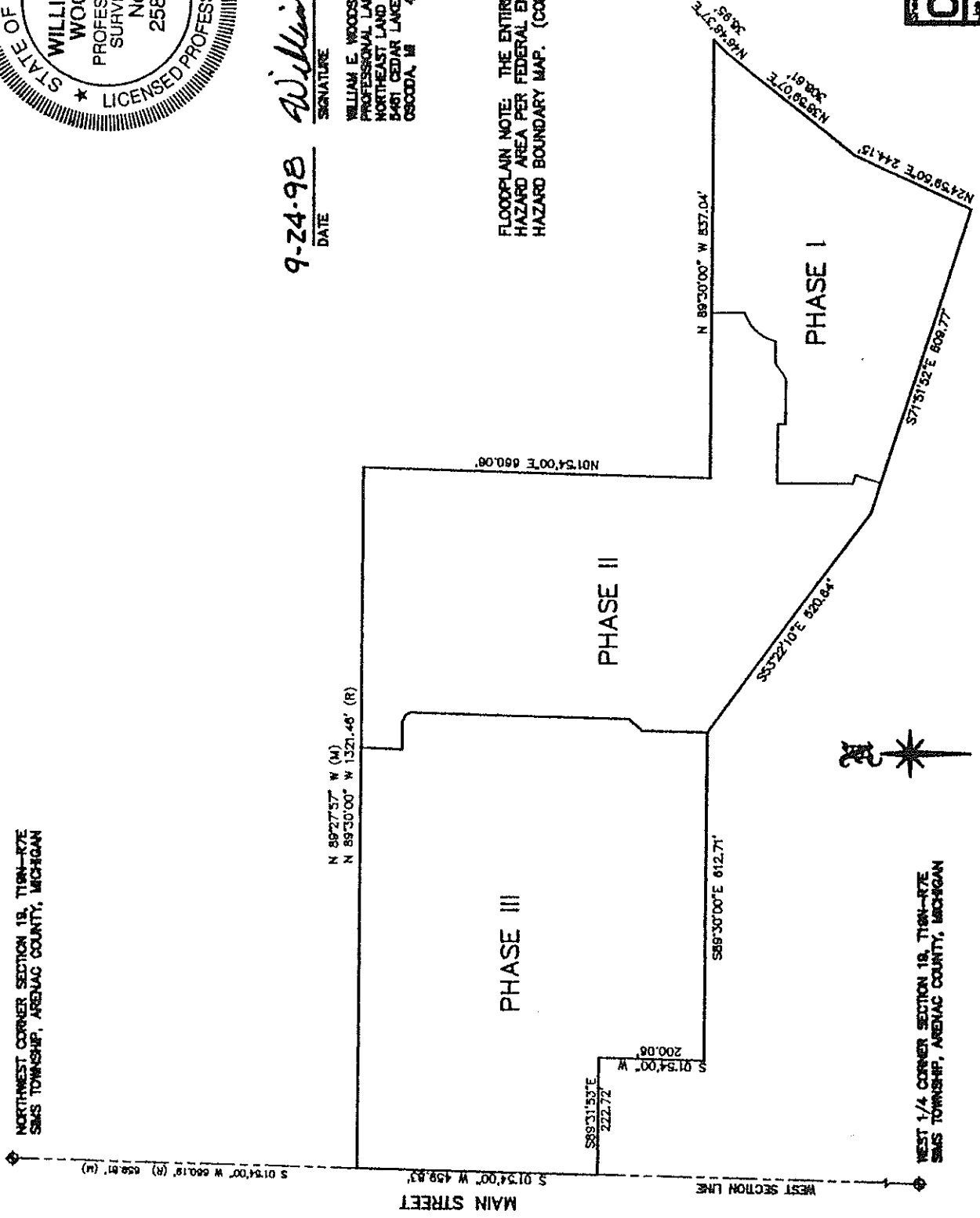
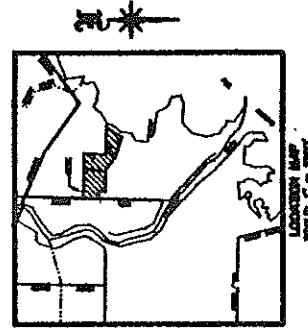
SLEEPY DAKS CAMPGROUND



9-24-98 DATE
William E Woods SIGNATURE

WILLIAM E. WOODS
 PROFESSIONAL LAND SURVEYOR NO. 25882
 NORTHEAST LAND SURVEYS
 8461 CEDAR LAKE ROAD
 OShtODA, MI 48760

FLOODPLAIN NOTE: THE ENTIRE PROJECT LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD HAZARD BOUNDARY MAP. (COMMUNITY-PANEL NUMBER 260012 0001B)



COMPOSITE SHEET	
Sheet Name	Division
Job No. 818987-8001B	Division 80/02/78
Project No. 897-478	Sheet 8 of 7
Drawing By: djb	Northwest Land Survey
Checked By: William E. Woods, P.E.	8461 Cedar Lake Road
	Oshtoda, MI 48760

SLEEPY DAKS CAMPGROUND PHASE III

UNOFFICIAL COPY - FOR INFORMATION ONLY - NOT TO BE USED FOR CONSTRUCTION

SURVEYOR'S CERTIFICATE

WILLIAM E. WOODS, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE FOREGOING PLAN KNOWN AS SLEEPY DAKS CAMPGROUND PHASE III, AVECAH COUNTY, COMMISSIONER PLAN NO. 001, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A CORRECT AND TRUE SURVEY OF THE LAND AND INTERESTS THEREIN AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE STATE OF MICHIGAN AND THAT THE REQUIRED MEASUREMENTS AND BEARINGS HAVE BEEN LOCATED IN THE FIELD AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 206 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 206 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 206 OF THE PUBLIC ACTS OF 1978.

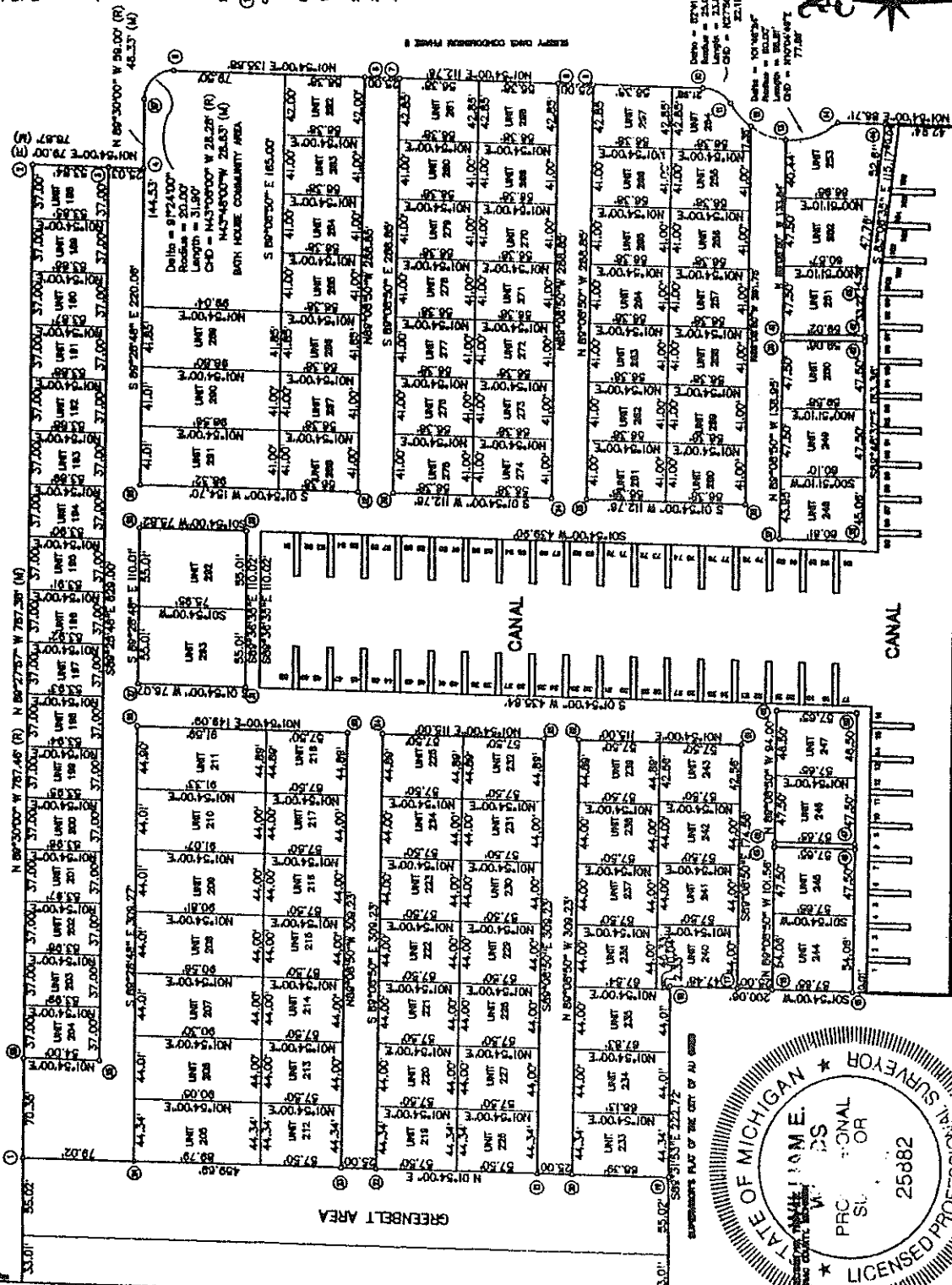
9-24-98 DATE
 William E. Woods SURVEYOR

WILLIAM E. WOODS
 PROFESSIONAL LAND SURVEYOR NO. 25882
 NORTHEAST LAND SURVEYS
 6487 GREAT LAKES ROAD
 GOSHEN, MI 48730

LEGEND
 ① - COORDINATE POINT
 ○ - 1" INCH IRON ROD 30" IN LENGTH COMPLETELY ENCASED IN CONCRETE

NOTES
 1. BEARINGS ARE BASED ON SURVEYOR'S PLAT OF THE CITY OF AUBURN IN LIBER 1 OF PLATS PAGE 14, AVECAH COUNTY RECORDS.
 2. 3" PIPER REBAR RODS 18 INCHES LONG SET AT ALL UNIT CORNERS.
 3. PROJECT BENCHMARK BENCHMARK MARKER COVER ELEVATION OF BENCHMARK ON 1410-28. ALL MARKERS IN CANAL REPRESENT BENCHMARK BENCH MARKS. BENCH MARKS WILL BE ASSIGNED TO UNITS AS LISTED COMMON ELEMENTS.

SURVEYOR'S PLAT OF THE CITY OF AUBURN



COORDINATE POINT TABLE

Point	Northing	Easting
1	1000.00	1000.00
2	1000.00	1000.00
3	1000.00	1000.00
4	1000.00	1000.00
5	1000.00	1000.00
6	1000.00	1000.00
7	1000.00	1000.00
8	1000.00	1000.00
9	1000.00	1000.00
10	1000.00	1000.00
11	1000.00	1000.00
12	1000.00	1000.00
13	1000.00	1000.00
14	1000.00	1000.00
15	1000.00	1000.00
16	1000.00	1000.00
17	1000.00	1000.00
18	1000.00	1000.00
19	1000.00	1000.00
20	1000.00	1000.00
21	1000.00	1000.00
22	1000.00	1000.00
23	1000.00	1000.00
24	1000.00	1000.00
25	1000.00	1000.00
26	1000.00	1000.00
27	1000.00	1000.00
28	1000.00	1000.00
29	1000.00	1000.00
30	1000.00	1000.00
31	1000.00	1000.00
32	1000.00	1000.00
33	1000.00	1000.00
34	1000.00	1000.00
35	1000.00	1000.00
36	1000.00	1000.00
37	1000.00	1000.00
38	1000.00	1000.00
39	1000.00	1000.00
40	1000.00	1000.00
41	1000.00	1000.00
42	1000.00	1000.00
43	1000.00	1000.00
44	1000.00	1000.00
45	1000.00	1000.00
46	1000.00	1000.00
47	1000.00	1000.00
48	1000.00	1000.00
49	1000.00	1000.00
50	1000.00	1000.00
51	1000.00	1000.00
52	1000.00	1000.00
53	1000.00	1000.00
54	1000.00	1000.00
55	1000.00	1000.00
56	1000.00	1000.00
57	1000.00	1000.00
58	1000.00	1000.00
59	1000.00	1000.00
60	1000.00	1000.00
61	1000.00	1000.00
62	1000.00	1000.00
63	1000.00	1000.00
64	1000.00	1000.00
65	1000.00	1000.00
66	1000.00	1000.00
67	1000.00	1000.00
68	1000.00	1000.00
69	1000.00	1000.00
70	1000.00	1000.00
71	1000.00	1000.00
72	1000.00	1000.00
73	1000.00	1000.00
74	1000.00	1000.00
75	1000.00	1000.00
76	1000.00	1000.00
77	1000.00	1000.00
78	1000.00	1000.00
79	1000.00	1000.00
80	1000.00	1000.00
81	1000.00	1000.00
82	1000.00	1000.00
83	1000.00	1000.00
84	1000.00	1000.00
85	1000.00	1000.00
86	1000.00	1000.00
87	1000.00	1000.00
88	1000.00	1000.00
89	1000.00	1000.00
90	1000.00	1000.00
91	1000.00	1000.00
92	1000.00	1000.00
93	1000.00	1000.00
94	1000.00	1000.00
95	1000.00	1000.00
96	1000.00	1000.00
97	1000.00	1000.00
98	1000.00	1000.00
99	1000.00	1000.00
100	1000.00	1000.00

STATE OF MICHIGAN
 WILLIAM E. WOODS
 PROFESSIONAL LAND SURVEYOR
 LICENSED PROFESSIONAL SURVEYOR
 25882

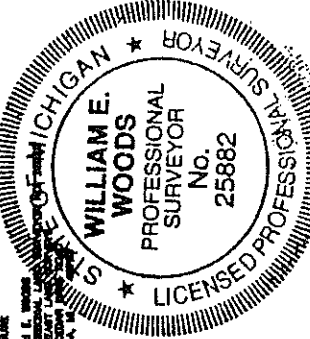
PHASE III
SURVEY PLAN
 Job No. 25882-000000
 Project No. 25882-000000
 Drawn by: EWB
 Checked by: William E. Woods, P.E.
 Date: 09/24/98
 Sheet 33 of 3
 Northeast Land Survey
 1044 Cedar Lake Road
 Irondequoit, MI 49750

SLEEPY OAKS CAMPGROUND PHASE III

9-24-98 *William E. Woods*

UNIT AREA TABLE
(OWNER LIMITS AND YARD AREA COMBINED)

UNIT NUMBER	UNIT AREA SQ. FT.	YARD AREA SQ. FT.	NUMBER	UNIT AREA SQ. FT.
180	100	100	180	100
181	100	100	181	100
182	100	100	182	100
183	100	100	183	100
184	100	100	184	100
185	100	100	185	100
186	100	100	186	100
187	100	100	187	100
188	100	100	188	100
189	100	100	189	100
190	100	100	190	100
191	100	100	191	100
192	100	100	192	100
193	100	100	193	100
194	100	100	194	100
195	100	100	195	100
196	100	100	196	100
197	100	100	197	100
198	100	100	198	100
199	100	100	199	100
200	100	100	200	100
201	100	100	201	100
202	100	100	202	100
203	100	100	203	100
204	100	100	204	100
205	100	100	205	100
206	100	100	206	100
207	100	100	207	100
208	100	100	208	100
209	100	100	209	100
210	100	100	210	100
211	100	100	211	100
212	100	100	212	100
213	100	100	213	100
214	100	100	214	100
215	100	100	215	100
216	100	100	216	100
217	100	100	217	100
218	100	100	218	100
219	100	100	219	100
220	100	100	220	100
221	100	100	221	100
222	100	100	222	100
223	100	100	223	100
224	100	100	224	100
225	100	100	225	100
226	100	100	226	100
227	100	100	227	100
228	100	100	228	100
229	100	100	229	100
230	100	100	230	100
231	100	100	231	100
232	100	100	232	100
233	100	100	233	100
234	100	100	234	100
235	100	100	235	100
236	100	100	236	100
237	100	100	237	100
238	100	100	238	100
239	100	100	239	100
240	100	100	240	100
241	100	100	241	100
242	100	100	242	100
243	100	100	243	100
244	100	100	244	100
245	100	100	245	100
246	100	100	246	100
247	100	100	247	100
248	100	100	248	100
249	100	100	249	100
250	100	100	250	100
251	100	100	251	100
252	100	100	252	100
253	100	100	253	100
254	100	100	254	100
255	100	100	255	100
256	100	100	256	100
257	100	100	257	100
258	100	100	258	100
259	100	100	259	100
260	100	100	260	100
261	100	100	261	100
262	100	100	262	100
263	100	100	263	100
264	100	100	264	100
265	100	100	265	100
266	100	100	266	100
267	100	100	267	100
268	100	100	268	100
269	100	100	269	100
270	100	100	270	100
271	100	100	271	100
272	100	100	272	100
273	100	100	273	100
274	100	100	274	100
275	100	100	275	100
276	100	100	276	100
277	100	100	277	100
278	100	100	278	100
279	100	100	279	100
280	100	100	280	100
281	100	100	281	100
282	100	100	282	100
283	100	100	283	100
284	100	100	284	100
285	100	100	285	100
286	100	100	286	100
287	100	100	287	100
288	100	100	288	100
289	100	100	289	100
290	100	100	290	100
291	100	100	291	100
292	100	100	292	100
293	100	100	293	100
294	100	100	294	100
295	100	100	295	100
296	100	100	296	100
297	100	100	297	100
298	100	100	298	100
299	100	100	299	100
300	100	100	300	100

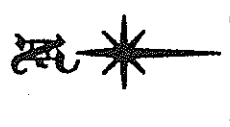
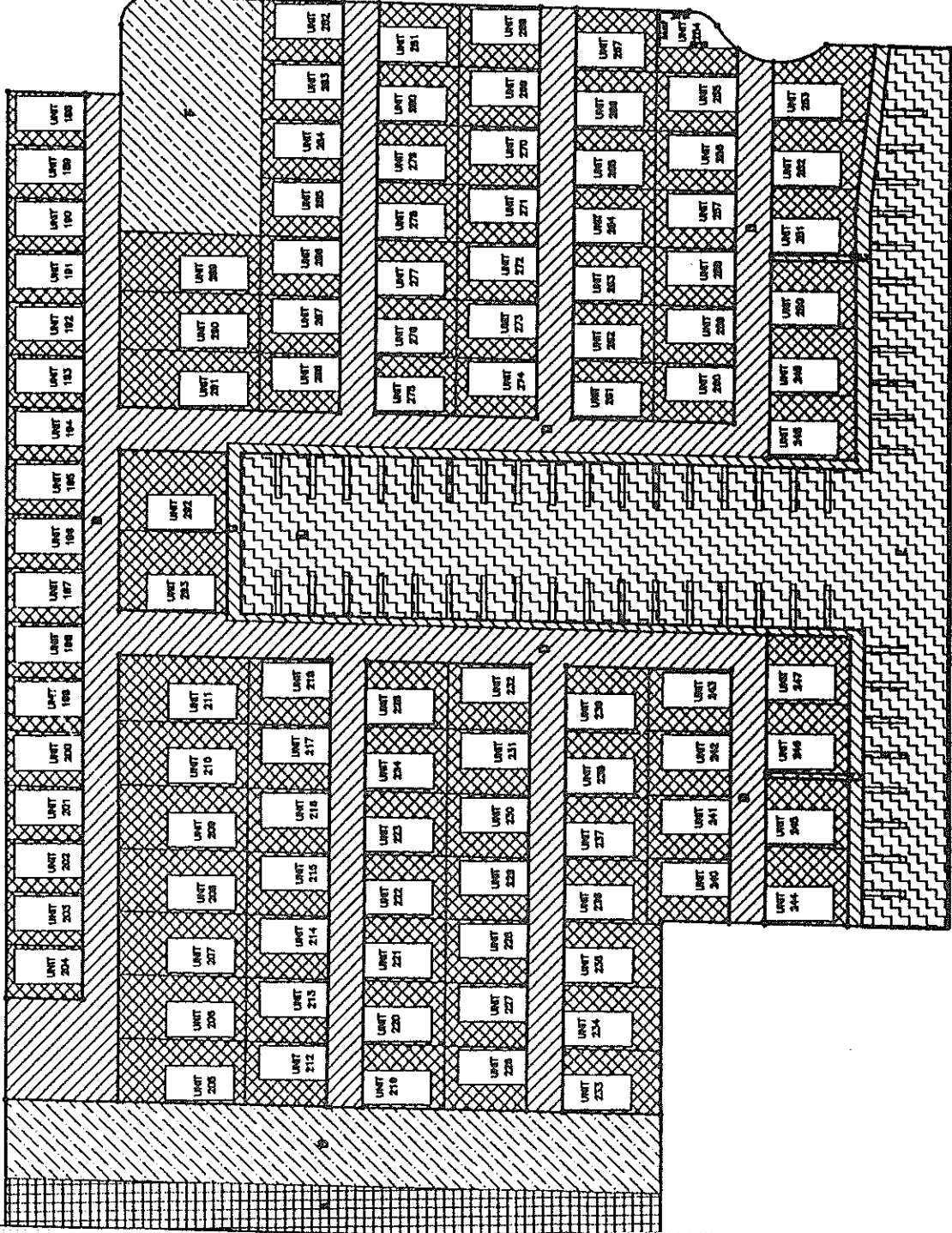


UNIT NOTES:

- ALL UNITS OF DIMENSION ARE 24 FEET BY 40 FEET (960 SQ. FT.) WITH PERPENDICULAR ANGLES EXCEPT UNIT 294 (1008 SQ. FT.).
- UNITS 189 TO 204, 212 TO 218, 228 TO 232, 240 TO 243, 249 TO 250, 269 TO 274, 282 TO 289 TO 298 ARE 240 FEET OFF EAST UNIT LINE.
- UNITS 210 TO 225, 232 TO 238, 244 TO 247, 255 TO 260, 275 TO 281, ARE 200 FEET OFF WEST UNIT LINE.
- UNITS 205 TO 211 AND 268 TO 283 ARE 8 FEET OFF EAST UNIT LINE AND 240 FEET OFF WEST UNIT LINE.

LEGEND

- [Cross-hatch pattern] LIMITED COMMON ELEMENT (274813 SQ. FT.)
- [Diagonal lines /] YARD AREAS
- [Diagonal lines \] GENERAL COMMON ELEMENT A (18174 SQ. FT.) COUNTY ROAD R.O.W.
- [Diagonal lines /] GENERAL COMMON ELEMENT B (26287 SQ. FT.) GREEN BELT AREA
- [Diagonal lines \] GENERAL COMMON ELEMENT C (11637 SQ. FT.) WALKWAY
- [Diagonal lines /] GENERAL COMMON ELEMENT D (84813 SQ. FT.) ROAD SYSTEM
- [Diagonal lines \] GENERAL COMMON ELEMENT E (82314 SQ. FT.) CANAL
- [Diagonal lines /] GENERAL COMMON ELEMENT F (18327 SQ. FT.) BATH HOUSE COMMUNITY AREA

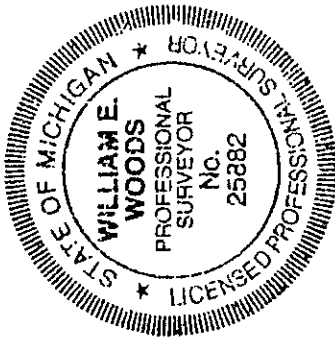


SITE PLAN

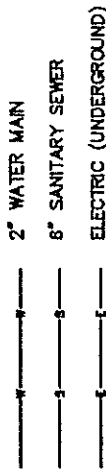
Phase B

Job No. 181947-10842
Project No. 18174-073
Drawn by: elb
Checked by: William E. Woods, P.S.
Scale: 8/8/98
Sheet 3 of 3
Professional Land Surveyor
Michigan License No. 47776

SLEEPY OAKS CAMPGROUND PHASE III



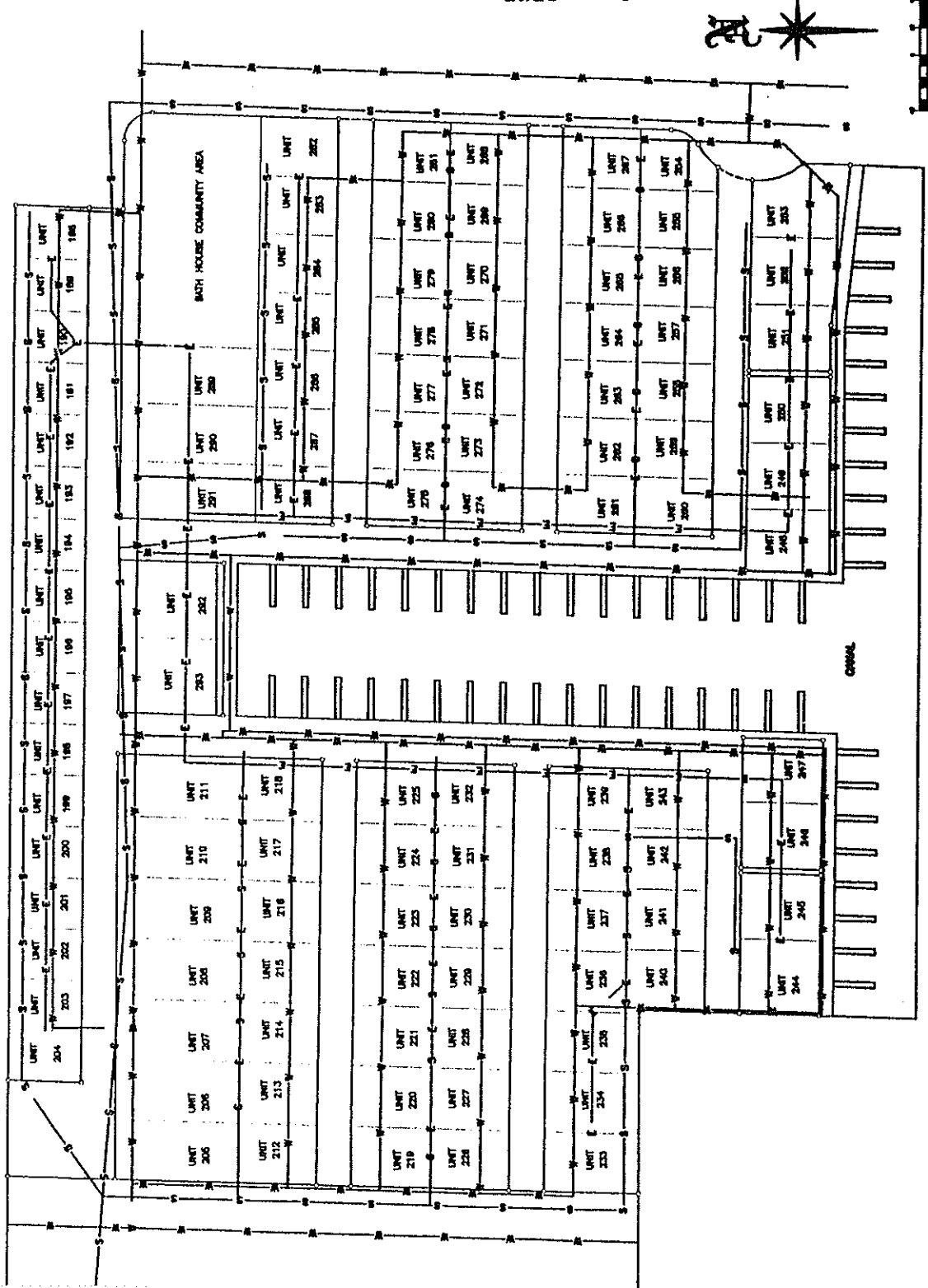
LEGEND



UTILITY	SOURCE
WATER	MITCHELL & ASSOCIATES
SANITARY SEWER	MITCHELL & ASSOCIATES
ELECTRIC	WALLACE A. GREEN, E.E.

NOTE: THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE FROM EXISTING RECORDS. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

9-24-98 DATE
 Signature: *William E. Woods*
 WILLIAM E. WOODS
 PROFESSIONAL LAND SURVEYOR NO. 25882
 NORTHEAST LAND SURVEYS
 5411 CEDAR LAKE ROAD
 GOSHEN, IN 46730



PHASE III
UTILITY PLAN
 SHEET NO. 151987-0048E
 DATE: 08/04/98
 SHEET 3 of 5
 PROJECT NO. 151987-073
 PROJECT: Sleepy Oaks Campground
 5411 CEDAR LAKE ROAD
 GOSHEN, IN 46730
 DRAWN BY: JLB
 CHECKED BY: William E. Woods, P.E.

FIFTH AMENDMENT TO MASTER DEED

SLEEPY OAKS CAMPGROUND

**REPLAT NUMBER 5 OF
ARENAC COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1**

This Fifth Amendment to Master Deed (the "Fifth Amendment") is made and executed on this 21st day of JUNE, 2007, by Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation ("Developer"), whose address is 250 South Main Street, Au Gres, Michigan 48703, and is premised on the following facts and circumstances:

1. Developer established Sleepy Oaks Campground as a condominium by the Master Deed therefore recorded on September 29, 1983 in Liber 191, Pages 137 through 175, Arenac County Records and designated as Arenac County Condominium Subdivision Plan No. 1 (the "Master Deed").

2. Developer has amended the Master Deed by a First Amendment to Master Deed recorded on May 10, 1985 in Liber 196, Pages 143 through 150, Arenac County Records, by a Second Amendment to Master Deed recorded on July 5, 1985 in Liber 196, Pages 489 through 497, Arenac County Records, by a Third Amendment to Master Deed recorded on August 29, 1986 in Liber 199, Pages 811 through 817, Arenac County Records, and by a Fourth Amendment to Master Deed recorded September 28, 1998, in Liber 295, Pages 345 through 352, Arenac County Records.

3. Developer reserved the right in Section 3 of Article IX of the Master Deed to amend the Master Deed.

4. Developer desires to further amend the Master Deed.

NOW, THEREFORE, Developer amends the Master Deed as follows:

1. All capitalized terms used in this Fifth Amendment shall have the meanings given to them in the Master Deed.

2. Boat slips 1,2,7,8 and 106 are deleted and the area within former boat slips 1,2,7,8 and 106 shall be a General Common Element.

3. Subsection (d) of Section 2 of Article IV of the Master Deed is amended to read in its entirety as follows:

(d) **Boat Slips and Finger Piers.** Boat slips shall be limited in use to the Units to which they are respectively appurtenant. No boat slip may be transferred or owned except as a Limited Common Element to the Unit to which it is appurtenant. A boat slip may be rented apart from the Unit to which it is appurtenant. The finger piers located between each pair of boat slips are likewise limited in use to the Owners of the two Units to which the adjoining boat slips are appurtenant. The boat slips are Limited Common Elements appurtenant to the Units as follows:

Boat Slip No. 3 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 244;

Boat Slip No. 4 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 233

Boat Slip No. 5 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 234;

Boat Slip No. 6 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 245;

Boat Slip No. 9 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 246;

Boat Slip No. 10 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 235

Boat Slip No. 11 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 236

Boat Slip No. 12 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 237;

Boat Slip No. 13 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 238;

Boat Slip No. 14 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 239;

Boat Slip No. 15 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 242;

Boat Slip No. 16 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 247;

Boat Slip No. 17 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 205;

Boat Slip No. 18 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 243;

Boat Slip No. 19 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 226;

Boat Slip No. 20 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 227;

Boat Slip No. 21 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 228;

Boat Slip No. 22 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 229;

Boat Slip No. 23 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 230;

Boat Slip No. 24 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 231;

Boat Slip No. 25 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 232;

Boat Slip No. 26 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 224;

Boat Slip No. 27 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 223;

Boat Slip No. 28 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 222;

Boat Slip No. 29 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 221;

Boat Slip No. 30 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 220;

Boat Slip No. 31 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 219;

Boat Slip No. 32 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 212;

Boat Slip No. 33 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 213;

Boat Slip No. 34 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 214;

Boat Slip No. 35 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 215;

Boat Slip No. 36 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 216;

Boat Slip No. 37 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 217;

Boat Slip No. 38 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 218;

Boat Slip No. 39 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 210;

Boat Slip No. 40 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 209;

Boat Slip No. 41 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 208;

Boat Slip No. 42 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 201;

Boat Slip No. 43 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 207;

Boat Slip No. 44 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 206;

Boat Slip No. 45 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 293;

Boat Slip No. 46 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 225;

Boat Slip No. 47 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 200;

Boat Slip No. 48 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 211;

Boat Slip No. 49 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 196;

Boat Slip No. 50 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 292;

Boat Slip No. 51 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 289;

Boat Slip No. 52 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 291;

Boat Slip No. 53 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit 290;

Boat Slip No. 54 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 189;

Boat Slip No. 55 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 288;

Boat Slip No. 56 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 193;

Boat Slip No. 57 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 192;

Boat Slip No. 58 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 278;

Boat Slip No. 59 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 277;

Boat Slip No. 60 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 276;

Boat Slip No. 61 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 275;

Boat Slip No. 62 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 69;

Boat Slip No. 63 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 69;

Boat Slip No. 64 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 274;

Boat Slip No. 65 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 273;

Boat Slip No. 66 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 191;

Boat Slip No. 67 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 268;

Boat Slip No. 68 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 269;

Boat Slip No. 69 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 270;

Boat Slip No. 70 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 271;

Boat Slip No. 71 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 272;

Boat Slip No. 72 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 266;

Boat Slip No. 73 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 261;

Boat Slip No. 74 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 265;

Boat Slip No. 75 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 197;

Boat Slip No. 76 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 263;

Boat Slip No. 77 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 262;

Boat Slip No. 78 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 260;

Boat Slip No. 79 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 259;

Boat Slip No.80 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 258;

Boat Slip No. 81 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 241;

Boat Slip No. 82 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 240;

Boat Slip No. 83 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 194;

Boat Slip No. 84 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 195;

Boat Slip No. 85 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 287;

Boat Slip No. 86 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 248;

Boat Slip No. 87 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 286;

Boat Slip No. 88 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 285;

Boat Slip No. 89 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 284;

Boat Slip No. 90 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 249;

Boat Slip No. 91 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 283;

Boat Slip No. 92 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 282;

Boat Slip No. 93 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 281;

Boat Slip No. 94 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 250;

Boat Slip No. 95 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 280;

Boat Slip No. 96 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 279;

Boat Slip No. 97 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 267;

Boat Slip No. 98 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 257;

Boat Slip No. 99 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 256;

Boat Slip No. 100 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 255

Boat Slip No. 101 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 252;

Boat Slip No. 102 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 254;

Boat Slip No. 103 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 251;

Boat Slip No. 104 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 253;

Boat Slip No. 105 as depicted on the Condominium Subdivision Plan is a Limited Common Element appurtenant to Unit No. 264;

4. Units 202, 203, and 204 are deleted and the land within former Units 202, 203, and 204 shall be a General Common Element.

This Fifth Amendment is being signed by a duly authorized officer of the Developer on the date first above written.

SIGNED:
Sleepy Oaks Harbour Campground & Marina, Inc.,
a Michigan corporation

BY: Joseph H. Walker
Joseph H. Walker, President

STATE OF MICHIGAN)
COUNTY OF Arenac .ss

Acknowledged before me in Arenac County, Michigan on this 21 day of June, 2007, by Joseph H. Walker, the President of Sleepy Oaks Harbour Campground & Marina, Inc., on behalf of the corporation.

Pamela J. Dewald
PAMELA J. DEWALD
Notary Public
Arenac County, Michigan
Acting in Arenac County, Michigan
My Commission Expires: 9-20-2012

PREPARED BY AND AFTER RECORDING RETURN TO:
PHILLIP J. STAHL, ESQ.
BRAUN KENDRICK FINKBEINER, P.L.C.
4301 Fashion Square Blvd.
Saginaw, Michigan 48603
Telephonic: (989)498-2100

SIXTH AMENDMENT TO THE MASTER DEED

SLEEPY OAKS CAMPGROUND

REPLAT NUMBER 5 OF ARENAC COUNTY CONDOMINIUM SUBDIVISION PLAN NO 1

The Sixth Amendment to the Master Deed (the "Sixth Amendment") is made and executed on this ~~29~~²⁷ day of August, 2008 by Sleepy Oaks Harbour Campground & Marina, Inc. a Michigan Corporation ("Developer"), whose address is 250 South Main Street, AuGres, MI 48703 and is premised on the following facts and circumstances:

1. Developer established Sleepy Oaks Campground as a condominium by Master Deed therefore recorded on September 29, 1983 in Liber 191, Pages 137 through 175 Arenac County Records and designated as Arenac County Condominium Subdivision No. 1 (the "Master Deed").
2. Developer has amended the Master Deed by a First Amendment to the Master Deed recorded on May 10, 1985 in Liber 196, Pages 143 through 150, Arenac County records, by a Second Amendment to the Master Deed recorded on July 5, 1985 on Liber 196. Pages 489 through 497, Arenac Count Records, by a Third Amendment to the Master Deed recorded on August 29, 1986 in Liber 199, Pages 811 through 817, Arenac County Records, and by a Forth Amendment to the Master Deed recorded September 28, 1998 in Liber 295, Pages 3345 through 352, Arenac County Records by a Fifth Amendment to the Master Deed recorded June 29, 2007 in Liber GR 515, Pages 186 through 194 Arenac County Records.
3. Developer reserved the right in Section 3 of Article IX of the Master Deed to amend the Master Deed.
4. Developer desires to further amend the Master Deed .

NOW, THEREFORE, Developer amends the Master Deed as follows:

Master Deed: Article 5, Section 3 Page 5, Modification of Units – Change the Square Footage of Units from 595 Square Feet to 880 Square Feet.

Exhibit A By-Laws: Article VI Restrictions, Page 9, Section 3-b Storage sheds.
Increase shed size to 90 inches in height, 96 inches in length and 72 inches wide.

Article VI Restrictions, Section 7 Page 10, Vehicles.

Allow parking of not more than two of the following on Limited Commons area of unit: boats, boats with trailer, motorcycles, golf carts, personal water craft, and ATV's. Golf carts driven in park only upon execution of an agreement with association that operator of cart has a valid Michigan driver's license

The following Units have been split :

Unit # 2

Unit # 1 and the West 1/2 of Unit # 2. Unit # 3 and the East 1/2 of Unit # 2

Unit # 5

Unit # 4 and the West 1/2 of Unit #5. Unit # 6 and the East 1/2 of Unit # 5

Unit # 75

Unit # 74 and the Southwest 1/2 of Unit # 75. Unit # 76 and the Northeast 1/2 of Unit # 75

Unit # 82

Unit # 81 and the East 1/2 of Unit # 82. Unit # 83 and the West 1/2 of Unit # 82

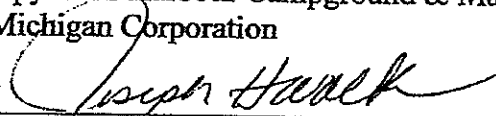
Unit # 101

Unit # 100 and the South 1/2 of Unit # 101. Unit # 102 and the North 1/2 of Unit # 101

SIGNED:

Sleepy Oaks Harbour Campground & Marina, Inc
A Michigan Corporation

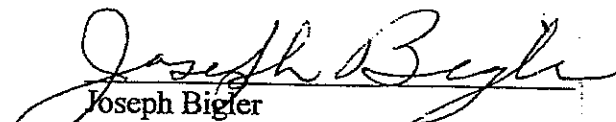
BY



Joseph H. Walker, President

STATE OF MICHIGAN
COUNTY OF ARENAC ss

Acknowledged before me in Arenac County, Michigan on this 28 day of Aug 2008, by Joseph H. Walker, President of Sleepy Oaks Harbour Campground & Marina a Michigan Corporation..


Joseph Bigler
Notary Public Arenac County, Michigan
My commission Expires January 12, 2013

2.

Prepared by
Joseph Bigler
Post office Box 591
Aubrey, Mich 48703



201201023

ROSE SMITH
Register of Deeds
ARENAC COUNTY, MI

Page 1 of 3 RS

DOC#: 201201023

March 30, 2012 9:08 AM

Fee: \$20.00

SEVENTH AMENDMENT TO MASTER DEED

**SLEEPY OAKS CAMPGROUND
REPLAT NUMBER 5 OF
ARENAC COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1**

The Seventh Amendment to Master Deed (the "Sixth Amendment") is made and executed on this 30 day of March 2012, by Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation ("Developer"), whose address is 250 South Main Street, Au Gres, Michigan 48703, and is premised on the following facts and circumstances:

1. Developer established Sleepy Oaks Campground as a condominium by the Master Deed therefore recorded on September 29, 1983 in Liber 191, Pages 137 through 175, Arenac County Records and designated as Arenac County Condominium Subdivision Plan No. 1 (the "Master Deed").
2. Developer has amended the Master Deed by a First Amendment to Master Deed recorded on May 10, 1985 in Liber 196, Pages 143 through 150, Arenac County Records, by a Second Amendment to Master Deed recorded on July 5, 1985 in Liber 196, Pages 489 through 497, Arenac County Records, by a Third Amendment to Master Deed recorded on August 29, 1986 in Liber 199, Pages 811 through 817, Arenac County Records, by a Fourth Amendment to Master Deed recorded September 28, 1998, in Liber 295, Pages 345 through 352, Arenac County Records, by a Fifth Amendment to Master Deed recorded June 29, 2007 at Liber 515 Page 186 and Sixth Amendment to the Master Deed recorded August 28, 2008 at Liber 536 Page 276 of Arenac County Records.
3. Developer reserved the right in Section 3 of Article IX of the Master Deed to amend the Master Deed.
4. Developer desires to further amend the Master Deed.

NOW, THEREFORE, Developer amends the Master Deed as follows:

1. That Paragraph (d) Boat Slips and Finger Piers in Paragraph 7 of the Fifth Amendment to the Master Deed is hereby amended to read as follows:
 - (d) **Boat Slips and Finger Piers.** Boat slips shall be limited in use to the Units to which they are respectively appurtenant. Boat slips and finger piers may be combined and/or traded to other units, but shall remain Limited Common Element. A boat slip may be rented apart from the Unit to which it is appurtenant. The finger piers located between each pair of boat slips are likewise limited in use to the Owners of the two Units to which the adjoining boat slips are appurtenant.

- 2. That the corrected Survey, attached hereto as Exhibit A, establishing the boundary line between Phase II and Phase III is hereby incorporated into the Master Deed.
- 3. That Unit 158 is hereby eliminated and that property shall become Limited Commons for Unit 159.

This Seventh Amendment is being signed by a duly authorized officer of the Developer on the date first above written.

**SIGNED: SLEEPY OAKS HARBOUR
CAMPGROUND & MARINA, INC., a
Michigan Corporation**

By: *Joseph H. Walker*
JOSEPH H. WALKER
Its: President

STATE OF MICHIGAN)
)§
COUNTY OF ARENAC)

The foregoing instrument was acknowledged before me on the 30 day of March, 2012 by Joseph H. Walker the President of Sleepy Oaks Harbour Campground & Marina, Inc., on behalf of the corporation.

Patricia J. Dewald
Patricia J. Dewald, Notary Public
Arenac County, Michigan
My commission expires: 9-20-2012

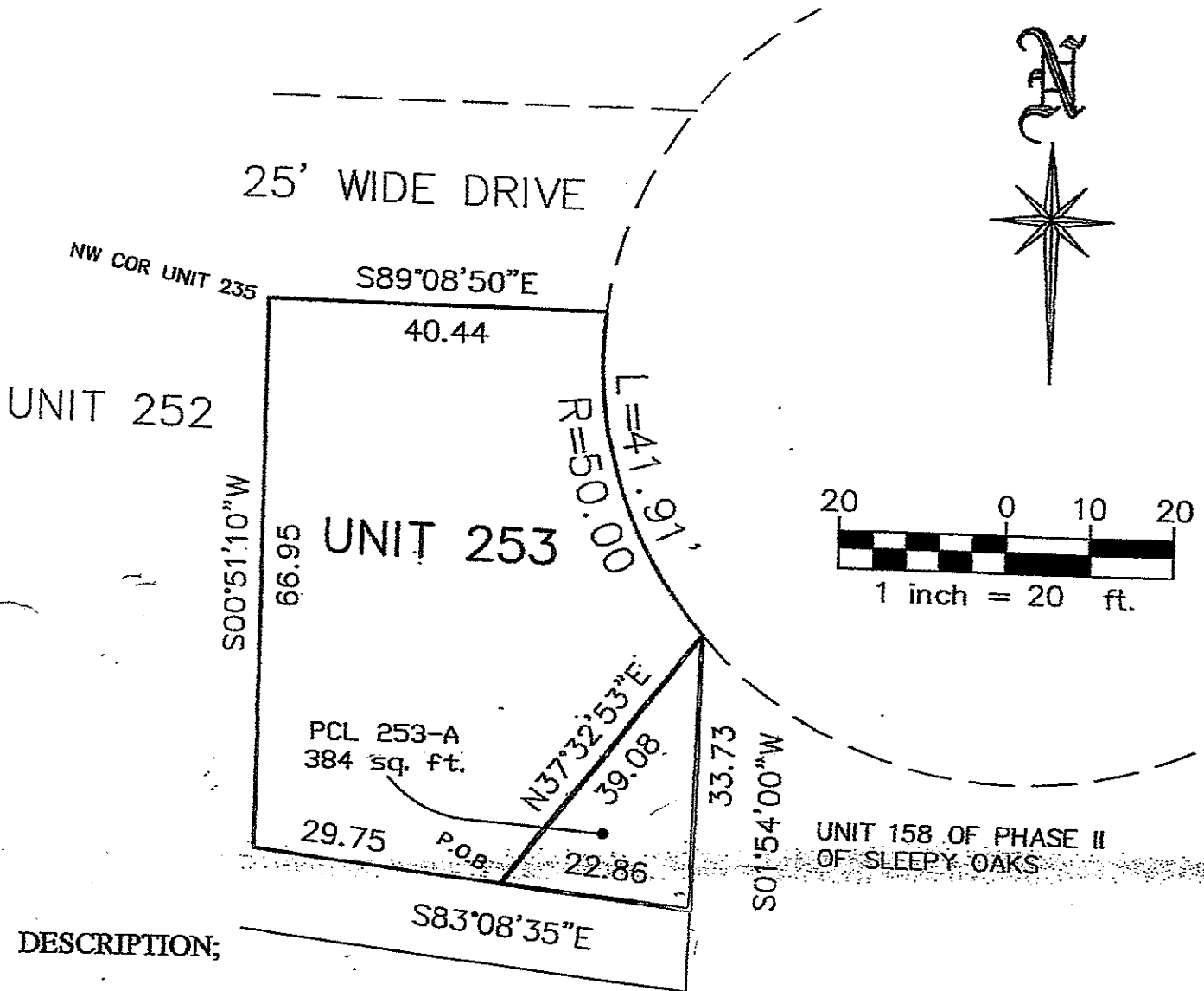
When Recorded Return To: Grantee(s) J. Braker P.O. Box 591
Adrian, MI 48703

PREPARED BY:
Patrick R. Winter, P.L.C.
Patrick R. Winter P-24376
Attorney at Law
206 E. Cedar, P.O. Box 939
Standish, Michigan 48658
TX: (989) 846-4589
FX: (989) 846-4884
pt_winter@yahoo.com

UNIT 253, OF, EXHIBIT "B" TO THE FIFTH AMENDMENT TO SLEEPY OAKS CAMPGROUND
 PHASE NO 3, ARENAC COUNTY CONDOMINIUM SUBDIVISION PLAN NO 1. PART OF
 NORTHWEST 1/4, SECTION 19, T19N, R7E, SIMS TOWNSHIP,
 ARENAC COUNTY, MICHIGAN;

Page 3 of 3

DOC#: 201201023



DESCRIPTION;

COMMENCING AT THE NORTHWEST CORNER OF UNIT 253, OF, EXHIBIT "B" TO THE FIFTH AMENDMENT TO SLEEPY OAKS CAMPGROUND PHASE NO 3, ARENAC COUNTY, CONDOMINIUM SUBDIVISION PLAN NO 1. PART OF NORTHWEST 1/4 OF SECTION 19, T19N, R7E, SIMS TOWNSHIP, ARENAC COUNTY, MICHIGAN; THENCE SOUTH 00°51'10" WEST ALONG LINE COMMON TO UNITS 252 AND 253, A DISTANCE OF, 66.95 FEET; THENCE SOUTH 83°08'35" EAST ALONG SOUTH LINE OF SAID UNIT 253, A DISTANCE OF, 29.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 37°32'53" EAST, 39.08 FEET; THENCE SOUTH 01°54'00" WEST 33.73 FEET; THENCE NORTH 83°08'35" WEST ALONG SAID SOUTH LINE, 22.86 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING A PART OF SAID UNIT 253 AND CONTAINS 384 SQUARE FEET OF LAND MORE OR LESS. BEING SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD IF ANY.



201400859

DOC#: 201400859

Darlene Mikkola
Register of Deeds
Arenac County, MI

March 28, 2014 9:54 AM

Fee: \$26.00

Page 1 of 5 CD

EIGHTH AMENDMENT TO MASTER DEED OF

SLEEPY OAKS CAMPGROUND

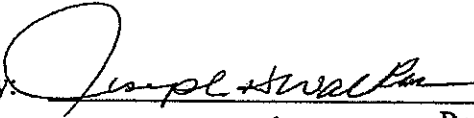
Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, the address of which is 250 South Main Street, Au Gres, Michigan 48703, being respectively the Developer and Administrator of Sleepy Oaks Campground, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 29, 1983 in Liber 191, Pages 137 through 175; First Amendment to Master Deed recorded on May 10, 1985 in Liber 196, Pages 143 through 150; Second Amendment to Master Deed recorded on July 5, 1985 in Liber 196, Pages 489 through 497; Third Amendment to Master Deed recorded on August 29, 1986 in Liber 199, Pages 811 through 817, Fourth Amendment to Master Deed recorded on September 28, 1998 in Liber 295, Pages 345 through 352, Fifth Amendment to Master Deed recorded on June 29, 2007 in Liber 515, Pages 186 through 194; Sixth Amendment to Master Deed recorded on August 28, 2008 in Liber 536, Pages 276 and 277; and Seventh Amendment to Master Deed recorded on March 30, 2012 in Document Number: 201201023, Arenac County Records, and known as Arenac County Condominium Subdivision Plan No. 1, hereby amends the Master Deed of Sleepy Oaks Campground pursuant to approval of 66 2/3% of the Co-owners for the purpose of confirming boat slip assignments as Limited Common Elements to the Units. Upon the recording of this Amendment in the office of the Arenac County Register of Deeds, said Master Deed shall be amended in the following manner:

Attached as Exhibit C is the assignment of boat slips to the Units which replaces the listing set forth in Article IV, Section 2(d) of the Master Deed of Sleepy Oaks Campground, as amended in the Fifth Amendment to Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of Sleepy Oaks Campground, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

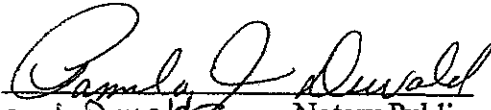
IN WITNESS WHEREOF, the Developer has caused this Eighth Amendment to Master Deed to be executed on its behalf on this 27th day of March, 2014..

SLEEPY OAKS HARBOUR CAMPGROUND AND MARINA, INC.,
a Michigan corporation

By: 
Joseph H. Walker, President

STATE OF MICHIGAN)
) SS.
COUNTY OF ARENAC)

The foregoing Eighth Amendment to Master Deed of Sleepy Oaks Campground was acknowledged before me in Arenac County, Michigan on this 27 day of March, 2014 by Joseph H. Walker President of Sleepy Oaks Harbour Campground & Marina, Inc., a Michigan corporation, on behalf of the corporation.


Pamela J. Dewald, Notary Public,
Arenac County, Michigan
My commission expires: 9-20-2018
Acting in Arenac County, Michigan

Eighth Amendment to Master Deed drafted by:

C. Kim Shierk of MYERS SHIERK & LaBELLE, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

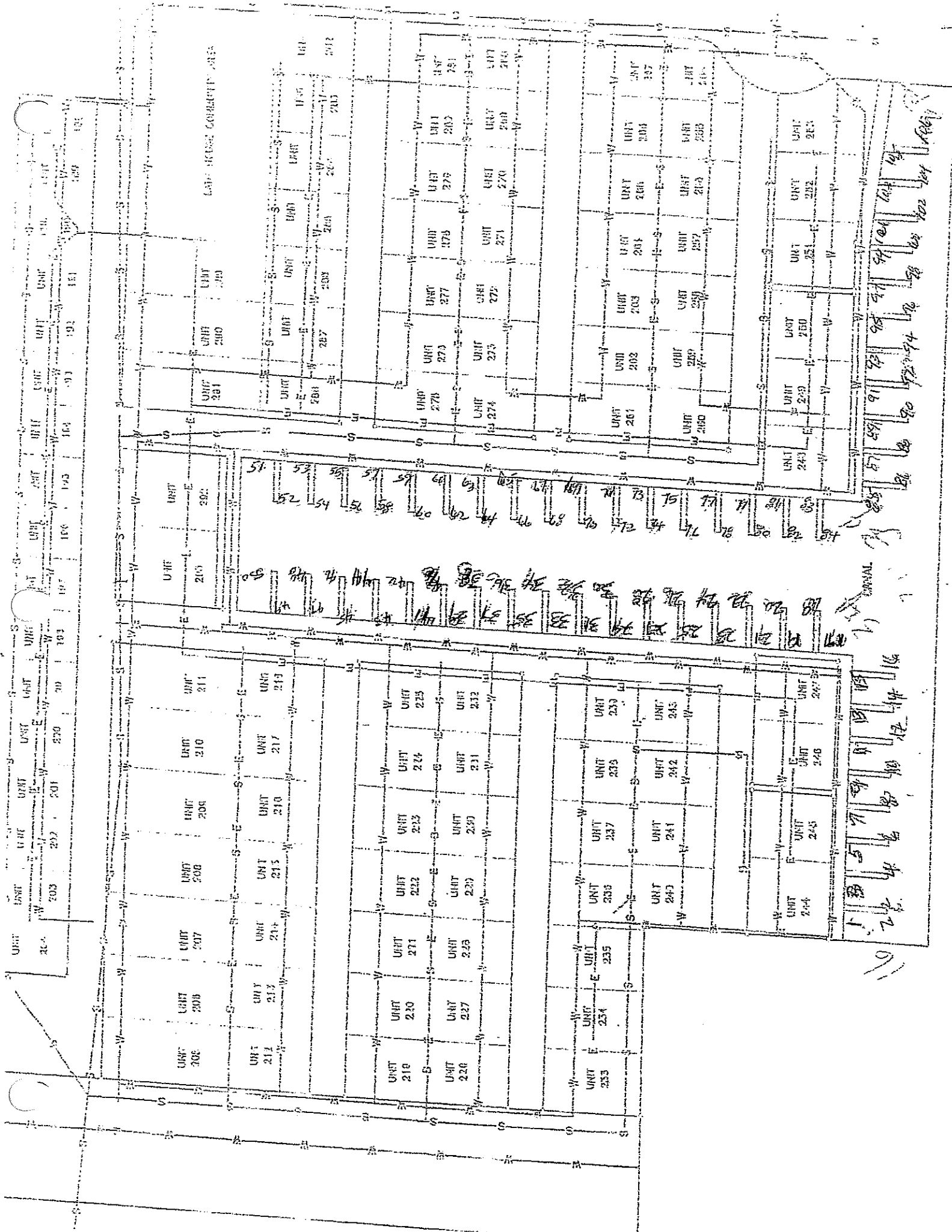
When recorded, return to drafter.

**EXHIBIT C TO MASTER DEED
OF SLEEPY OAKS CAMPGROUND**

UNIT NO.	BOAT SLIP
69	62/63
188	80
189	54
190	No slip assigned
191	No slip assigned
192	66
193	56
194	83
195	84
196	49
197	No slip assigned
198	No slip assigned
199	50
200	47
201	42
202	Contracted from condominium in 5 th Amendment
203	Contracted from condominium in 5 th Amendment
204	Contracted from condominium in 5 th Amendment
205	81
206	44
207	43
208	41
209	40
210	39
211	48
212	32
213	33
214	34
215	35
216	36
217	37
218	38
219	14
220	30
221	29
222	28
223	27

224	26
225	46
226	16
227	20
228	21
229	22
230	23
231	24
232	25
233	4
234	5
235	10
236	11
237	12
238	13
239	31
240	82
241	17
242	15
243	18
244	3
245	6
246	9
247	19
248	91
249	92
250	94
251	99
252	102
253	105
254	101
255	100
256	103
257	98
258	75
259	79
260	78
261	73
262	77
263	76
264	104
265	74
266	72
267	97
268	67
269	68

270	69
271	70
272	71
273	65
274	64
275	61
276	60
277	59
278	58
279	96
280	95
281	93
282	90
283	86
284	89
285	88
286	87
287	85
288	57
289	No slip assigned
290	53
291	51/52
292	55
293	45



LATE HOUSE COMPANY, INC.

ORIGINAL