

Barbara Kirt 50P
Leelanau Register of Deeds
Recording Fees: 161.00
SUE Date 06/14/2006 Time 13:52:38
MD 140 01 904/428

243

TAX CERTIFICATION
LEELANU COUNTY LELAND, MICHIGAN 6/13/2006
I hereby certify, that according to our records, all taxes
recorded to this office are paid for five (5) years
preceding the 8th day of June. This does not
include taxes in the process of collection by Township,
Cities or Villages, Board of Review changes, Michigan
Tax Tribunal changes, or changes due to Homestead
exemptions or corrections.

Vicki Anderson Leelanau County Treasurer
Jam

MASTER DEED

Sapphire Shore, A Condominium

LEELANAU CONDOMINIUM SUBDIVISION PLAN NO. 140

This Master Deed is made and executed this 8th day of
June 2006, by Crain Hill LLC, a Michigan limited liability
company, (hereinafter referred to as "Developer"), whose address
is: 1031 Lake Drive S.E., Grand Rapids, Michigan 49506.

WITNESSETH:

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

NOW, THEREFORE, upon the recording hereof, Developer
establishes Sapphire Shore as a condominium under the Condominium
Act and declares that the Condominium shall be held, conveyed,
hypothecated, encumbered, leased, rented, occupied, improved, or in
any other manner utilized, subject to the provisions of said Act,
and subject to the covenants, conditions, restrictions, uses,
limitations, and affirmative obligations set forth in this Master
Deed and the Exhibits 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 real property, their grantees, successors, heirs,
executors, administrators and assigns.

ARTICLE I

TITLE AND NATURE

MD 140

01 904/429

The Condominium shall be known as Leelanau County Condominium Subdivision Plan No. 140. The plans and specifications for the Condominium were filed with the Leelanau County Register of Deeds. The Units and other improvements contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit contains a dwelling suitable for residential use, and is limited to single family occupancy and residential purposes only. Each Unit is capable of individual use, having its own entrance from, and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in Oaks on West Bay Owners' Association as set forth herein, the Condominium Bylaws, and Articles of Incorporation of the Association.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land situated in Elmwood Township, Leelanau County, Michigan, and more fully described as follows:

Part of the Southeast one-quarter of Section 8 and part of Government Lots 3 and 4 of Section 9, all being in Town 28 North, Range 11 West, Elmwood Township, Leelanau County, Michigan, more fully described as: Commencing at the Southwest corner of said Section 9; thence North 00°20'00" East, 1384.27 feet, along the West line of said Section 9 to a point on the centerline of Crain Hill Road; thence South 80°06'44" East, 101.50 feet, along said centerline to the Point of Beginning; thence South 80°06'44" East, 350.33 feet, along said centerline; thence South 09°27'41" West, 123.21 feet; thence South 80°08'16" East, 120.00 feet; thence South 09°33'12" West, 218.56 feet; thence North 80°11'39" East, 309.44 feet, to a point on a traverse line along the shore of the West Arm of Grand Traverse Bay; thence South 00°38'39" East, 248.80 feet, along said traverse line; thence North 89°55'03" West, 1316.90 feet, along the South line of a parcel described in a Warranty Deed recorded in Liber 104, Page 1, Leelanau County Records; thence North 01°18'36" East, 703.52 feet, along a line previously described as the "West line of Cervenka Property" in Warranty Deed recorded in Liber 94, Page 268, Leelanau

MD 140

01 904/430

County records, to a point on said centerline of Crain Hill Road; thence South 81°36'30" East, 181.91 feet, along said centerline; thence South 00°20'00" West, 152.47 feet, parallel with said West line of Section 9; thence South 80°06'44" East, 412.42 feet; thence North 00°20'00" East, 158.47 feet parallel with said West line of Section 9, to the Point of Beginning. Said parcel contains 14.39 acres.

AND ALSO, a shoreline parcel in part of Government Lot 4, Section 9, Town 28 North, Range 11 West, Elmwood township, Leelanau County, Michigan, more fully described as: Commencing at the Southwest corner of said Section 9; thence North 00°20'00" East, 1384.27 feet, to a point on the centerline of Crain Hill Road; thence South 80°06'44" East, 451.83 feet, along said centerline; thence South 78°34'50" East, 313.95 feet, along said centerline to a point on the centerline of Highway M-22 and to the Point of Beginning; thence continuing South 78°34'50" East, 95.02 feet, to a point on a traverse line along the shore of the West Arm of Grand Traverse Bay; thence South 03°22'37" West, 117.82 feet, along said traverse line; thence South 80°11'39" West, 92.88 feet, to a point on said centerline of Highway M - 22; thence Northeasterly, 152.35 feet, along said centerline and the arc of a 3,540.64 foot radius curve to the left, the central angle of which is 02°27'56" and the long chord of which bears North 02°00'44" East, 152.34 feet, to the Point of Beginning. Said shoreline parcel contains 12, 383 square feet (5,236 square feet, not including road right-of-way). Including all lands between the traverse line(s) and the ordinary high water mark of the West Arm of Grand Traverse Bay.

Subject to the right-of-way for Highway M-22, the 100 foot wide right-of-way as described in Highway Easement Release recorded in Liber 68, Page 462, Leelanau County Records. Subject to a right-of-way easement for electric transmission lines per Liber 68, Page 433, Leelanau County Records.

Further subject to Declaration of Deed Restrictions as recorded at Ref 01 826/106 of the Leelanau County Register of Deeds.

Subject to other easements or restrictions of record, including (without limitation) Agreement for Fire Suppression, Easement Agreement ([Viewshed], and Notice of Private Road; Road Maintenance Agreement, the latter two being of record prior to the recording of this Master Deed.

ARTICLE IIIDEFINITIONS

Certain terms used in this Master Deed, the Exhibits hereto, and in the Articles of Incorporation of Oaks on West Bay Owners' Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means the Michigan nonprofit corporation, Sapphire Shore Owners' Association, of which all Co-owners shall be members. The Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium, and also the Bylaws of the Association.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium" means Sapphire Shore as a condominium established pursuant to the provisions of the Act, and includes the land, all improvements thereon, and all easements, rights and appurtenances belonging to the Condominium.

(f) "Condominium Documents," wherever used, means and includes this Master Deed, the Exhibits hereto, the Articles of Incorporation, and any rules and regulations adopted by the Association.

(g) "Condominium Subdivision Plan" or "Plan" means the Plan (that is, the drawings) attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(h) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto. A Unit shall include all interior improvements including (without limitation) floors, floor coverings, interior walls from the drywall in (including insulation), appliances, utilities within those areas, ceilings,

all window treatments and interior doors, and in general all items which are not specifically designated as general or limited common elements.

(i) "Co-owner" means a person, firm, corporation, partnership, association, trust, other legal entity, or a combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units.

(j) "Contractible area" shall mean that this Condominium may have a portion of the submitted land withdrawn in accordance with the Act.

(k) "Convertible area" shall mean a portion of the Common Elements of the Condominium within which additional Units and associated Limited Common Elements may be created in accordance with the Act.

(l) "Developer" means Crain Hill LLC, a Michigan limited liability company, and its successors or assigns. All development rights reserved under the Act to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including without limitation conveyances to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(m) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(n) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(o) "Master Deed" means this document and, depending on the context, may also include the Condominium Bylaws and Condominium Subdivision Plan attached as exhibits.

(p) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(q) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. The Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(r) "Person" means an individual, firm, corporation, partnership,

association, trust, the State or an agency of the State or other legal entity, or any combination thereof.

(s) "Size" means the number of square feet within each Condominium Unit computed by reference to the Plan and rounded off to a whole number.

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

ARTICLE IV

COMMON ELEMENTS

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

(a) The **General Common Elements** are:

(1) **Land.** The land described in Article II hereof, excluding the Condominium Units (as defined in Article II(h)) or Limited Common Elements, all as described in Article VI hereof and shown on Exhibit B hereto, but including easement interests of the Condominium within the boundaries of any Unit;

(2) **Improvements.** The private road named "Sapphire Circle" and unused open space within the Condominium; as well as utility rights-of-way, as indicated in the Condominium Subdivision Plan.

(3) **Publicly Available Utilities.** The municipal sewerage, electrical, gas, telephone, and cable television (if any) networks or systems throughout the Condominium, up to the point of entry into each Unit.

(4) **Exterior Improvements.** All structures or improvements which are not otherwise specifically identified in this Article IV or the attached Plans, Exhibit B, as lying within a Unit or as Limited Common Elements.

(5) **Party (Fire) Walls.** Any party or shared walls between Units, which are constructed and meet fire code standards as such. Under Section 47(2) of the Act, each Co-owner is hereby put on

notice that no party (fire) wall may be removed even if a Co-owner owns the adjacent Unit(s).

(6) **Shoreline Parcels.** Those portions of the Condominium property described in Article II lying on the east side of the right-of-way of M - 22 including easement interests, from traverse lines thereof to the ordinary high water mark of West Grand Traverse Bay including (without limitation) all wharfage rights thereto.

(7) **Miscellaneous.** Such other elements of the Condominium not herein designated as 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.

(b) The **Limited Common Elements** are those Common Elements limited in use to the owners of the Unit they abut or to which they pertain. The **Limited Common Elements** are:

(1) **Decks, Patios, etc.** Any sidewalks, stairs, landings, handrails, decks or patios connected to or contiguous to a Unit, as shown in Exhibit B.

(2) **Parking Areas.** The parking areas, carports, and/or garage structures assigned to a Unit, as depicted in Exhibit B, including driveways off the private road which are designated for use by the co-owners in a Unit.

(3) **Water Wells.** The individual water wells appurtenant to each Unit, including easement interests necessary to maintain and replace same.

(4) **Landscaping Areas.** Areas as shown on the Plans to a distance of five feet (5') from the boundary of each Unit to be used for landscaping, but subject to the Association's right of entry and control thereof as provided for in the Condominium Bylaws.

(c) Maintenance, repair and replacement of all Common Elements shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following:

(1) The cost of repair of damage to a Common Element caused by (regardless of fault) a Co-owner, family member, or invitee of a Co-owner, shall be assessed against the Co-owner; and

(2) The cost for all Limited Common Elements except subsection (b)(4) (which shall be maintained by the Co-owner to which the landscaping area is appurtenant) shall be the expense of the Association and not the Units the Limited Common Elements pertain, unless subsection (1) applies. Further subject to the provisions of Article VII(e) as to maintenance of the limited common element water wells appurtenant to each Unit.

ARTICLE V

USE OF PREMISES - SINGLE FAMILY RESIDENTIAL

Units shall be used for single family residences only. No person shall use any Unit or the Common Elements in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium. No commercial uses, other than permitted home occupations under the Elmwood Township Zoning Ordinance, shall be allowed. In addition, foster care homes and day care centers are subject to the provisions of Article VI-A of the Condominium Bylaws, Exhibit A hereto.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

(a) This is a phased development, meaning that the Condominium will be installed and completed as market conditions and the Developer's discretion warrant. The overall density of the Condominium shall not exceed 40 residential units, which shall be located in either a duplex style of structure, or a stand alone style of structure, all in accordance with the architectural plans attached to the plans. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within horizontal and vertical planes as drawn on and specifically located on said Exhibit B attached hereto (that is, and as defined in Article III(h), from interior walls and ceiling inward). In determining such dimensions, each Condominium Unit has been or will be measured by Gourdie-Fraser, Inc., 123 West Front St., Traverse City, MI 49684. The architectural plans were prepared by Whiteford Associates Inc., 334 Munson Avenue, Traverse City, MI 49686.

(b) For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

(c) The Percentage of Value assigned to each Unit is set forth

below and shall be determinative of the proportionate share of each Co-owner in the proceeds and expenses of the Association, the value of a Co-owner's vote at meetings of the Association, and the undivided interest of each Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. All Units are hereby assigned an equal percentage of value because all Units are expected to have equal allocable expenses of maintenance. The final percentage of value shall be determined when the last units (up to the permitted maximum of 40) are constructed, but based on that number, **each unit will have a 2.50% of value.** Developer rounded off percentages and made minor adjustments to achieve a total of 100%.

(d) In accordance with Section 72b of the Act, each Unit shall end at the uppermost extent, in a vertical plane, of the area just above the interior ceilings of a Unit (ie, from the drywall up), as shown in Exhibit B, and its appurtenant limited common elements as described in Article II(h). Therefore, the fee in the air space in and above the roofs and eaves, in a vertical plane, shall be General Common Elements.

(e) The Developer reserves all rights to change the number of structures, and to also change the basic floorplans and architectural design of the units as marketing and site conditions warrant, in its sole discretion. The only limitation shall be the overall density of 40 units, which shall not be exceeded.

ARTICLE VI-A

CONVERTIBLE & CONTRACTIBLE CONDOMINIUM

(a) The Condominium has been established as a convertible and contractible condominium, meaning that land may be converted from its initial status, and then withdrawn from the Condominium and used in accordance with the provisions of this Article VI-A.

(b) The lands which may be converted, withdrawn from, and contracted out of the Condominium and used for development purposes are legally described as -

All of the lands described in Article II, except for those areas upon which Units or Limited Common Elements appurtenant thereto have been constructed (the "Convertible and Contractible Areas").

(c) The Developer reserves the right, in its sole discretion, during a period ending 10 years from the date of recording this

MD 140

01 904/437

Master Deed, to contract some or all the Convertible and Contractible Areas identified above out from the Condominium.

(d) The consent of any Co-owner shall not be required to convert and contract the Convertible and Contractible Areas from the Condominium. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion and contraction of the Convertible and Contractible Areas and any amendment to this Master Deed to effectuate the conversion and contraction. All such interested persons irrevocably appoint the Developer or their 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 re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto, provided that a consolidating amendment shall amend the numbering of the Units within the Condominium so that they are sequentially identified, taking into account the conversion and contraction. Nothing herein contained, however, shall in any way obligate Developer to convert and contract the Convertible and Contractible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) The Developer reserves all easements necessary or desirable to develop the Convertible and Contractible Areas using all improvements and lands located in the Condominium, as more fully described in Article VII.

ARTICLE VI-B

TIMING FOR DEVELOPMENT

Notwithstanding anything else to the contrary contained in this Master Deed, in accordance with Section 67 of the Act, if the Developer has not completed development and construction of the entire Project, including proposed improvements - whether identified as "must be built" or "need not be built" - during a period ending 10 years from the date of commencement of construction by the Developer of the Project, the Developer and its successors and assigns shall have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project. The undeveloped

portions of the Project withdrawn within that ten year period shall automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions so withdrawn. The withdrawn portions shall be developed as additional units in accordance with the Plans, Exhibit B, and zoning approvals, and in no event shall more than a total of eighteen units be constructed on the original lands and the withdrawn lands.

ARTICLE VI-C

CERTAIN RESTRICTIONS ON SHORELINE PARCELS

(a) The Developer has dedicated the areas designated shoreline parcels as general common elements, as described in Article IV(a)(6) for use by all Co-owners but subject to any easement rights of others in any portions thereof.

(b) Purposes

(i) the shoreline parcels shall be used for all purposes authorized and permitted by the Michigan Department of Environmental Quality ("MDEQ") and the United States Army Corps of Engineers ("COE");

(ii) areas for decks, stairs to the shoreline, gazebo, and all other permitted improvements may be placed in the shoreline parcels, subject to MDEQ and COE approvals;

(c) The dedicated shoreline parcels shall be used for recreational purposes only. Hunting and the use of firearms and other weapons shall be prohibited in the dedicated open space. No motorized vehicles may be operated or parked in those areas, except as necessary to install or maintain the permitted improvements. Access by Co-owners to the shoreline parcels shall be via pedestrian paths as shown in the Plans, Exhibit B.

(d) The shoreline parcels shall be maintained by the Association.

(e) The shoreline parcels shall be maintained in its natural state, except for the permitted improvements described above.

(f) Notwithstanding anything in this Article VI-C, the shoreline parcels shall remain private property, owned by the Association. There shall be no license, easement, or right of entry to members of the public, except rights of the public to navigation, fishing, and passage beyond the ordinary high water mark. In the event that persons are found on the shoreline parcels, the Association may enforce the laws on trespass, including criminal trespass after

warning. To implement this subparagraph (f), the Association may post the open space.

(g) Nothing herein shall require Developer to install or construct any of the above-described proposed improvements, which shall be and remain "need not be built" items unless and until Developer in its sole discretion decides to install or construct same.

ARTICLE VII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the private road and limited common element driveway(s) in the Condominium, permanent easements to use, tap into, enlarge or extend the private road and driveways, and utility lines in the Condominium, including, without limitation, all sewerage mains, communications, gas, electric, water retention areas, if any; all of which easements shall be for the benefit of Developer in order to market and sell the Units and for any future developments from convertible and contractible areas.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, conservation, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of the Condominium, the foregoing right and power may be exercised by the Association, subject to the rights of the Developer described in subparagraph (a).

(c) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to survey errors, construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof. There shall be easements to, through and over those portions of the land for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, water, sewerage, and communications, including telephone and cable television lines. Such easement rights shall include (without limitation) all wells, pumps, lines, and other improvements constituting the limited common element

wells appurtenant to each Unit, as described in Article IV(b)(3).

(d) All electrical service, cable television, telephone, and natural gas lines servicing any Unit shall be placed underground.

(e) The Association shall financially support all easements described in this Article VII or otherwise pertaining to the Project, regardless of the rights of others to utilize such easements, provided that each Co-owner shall be solely responsible for maintenance, repair, and replacement of the appurtenant well benefitting the Co-owners Unit (including restoring the lands of the Condominium in which such work was done following its completion).

(f) All Co-owners of Units agree that the reserved easements herein are reasonable and necessary and, further, that the rights described in Section 40 of the Act - requiring consent at the time the easement or encroachment is sought - shall not apply to this development.

ARTICLE VIII

AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners or mortgagees. A Mortgagee shall have one vote for each mortgage held. To the extent necessary, the Bylaws attached hereto as Exhibit A shall apply to the voting procedures which are required to implement this subsection VIII(b).

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To modify the locations, types, and sizes of unsold Units, and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any

restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Act or rules promulgated thereunder; with any requirements of any governmental or quasi-governmental agency; any financing institution providing or proposing to provide a mortgage on any Unit; or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To make, define or limit easements affecting the Condominium, in accordance with Article VII;

(7) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon other improvements, if any, not shown on the Plan attached hereto;

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described in Article VI above, may not be modified without the consent of each affected Co-owner and Mortgagee, except and unless same is part of a contraction or conversion of the Condominium in accordance with Articles VI-A and VI-B. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

ARTICLE IX

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 Leelanau County Register of Deeds.

IN WITNESS WHEREOF, Developer has caused this Master Deed to

MD 140

01 904/442

be executed the day and year first above written.

WITNESS:

CRAIN HILL LLC
a Michigan ltd liability company

Charles R. Meyer, III
Judith L. Odom
JUDITH L. ODOM

By: Paul A. Starnes
PAUL A. STARNER, Manager

STATE OF MICHIGAN)
) SS
COUNTY OF Grand Traverse

The foregoing instrument was acknowledged before me this 30th
day of June, 2006 by Paul A. Starnes, as the
manager of Crain Hill LLC, a Michigan limited liability company,
who has full authority under the operating agreement or bylaws and
articles of organization currently in force, to execute this
document, on behalf of the company.

Judith L. Odom
Notary Public
 County, Michigan
My Commission Expires:

JUDITH L. ODOM, NOTARY PUBLIC
LEELANAU COUNTY, MICHIGAN
Acting in Grand Traverse County
My Commission Expires 11-02-07

DRAFTED BY AND WHEN RECORDED RETURN TO:

Charles R. Meyer, III, P.C. (P 36193)
236 ½ East Front Street
P.O. Box 950
Traverse City, Michigan 49685
(231) 922-0800