

### **Third Amended Declaration of Covenants, Conditions, and Restrictions for the Michaywé Common Properties**

This Third Amended Declaration is made as of the **25<sup>th</sup> day of June 2011**, that being the date of a Resolution by the Michaywé Owners Association (MOA) Board of Directors, resolving that a certain "Second Amended Declaration of Covenants, Conditions, and Restrictions for the Michaywé Common Properties, dated June 26, 2010 (recorded in Liber 1254, Pages 243-265), be amended as so authorized at Article VI, Section 6, of the prior Declaration. Accordingly, that prior Declaration is hereby amended to now read, in its entirety, as follows:

Michaywé Owners Association, a Michigan nonprofit corporation, (hereinafter the "Declarant" and "Association"), whose office is located at 1535 Opal Lake Road, Gaylord, Michigan 49735, is the owner of certain lands located in Bagley and Otsego Lake Townships, Otsego County, Michigan, which lands are described in Exhibit A attached hereto, which are collectively referred to herein as the "Michaywé Common Properties," and which are defined below; and

WHEREAS, the Declarant desires to provide for the operation, maintenance, repair, replacement and improvement of the Michaywé Common Properties, and also to provide restriction concerning use, availability and disposition of the Michaywé Common Properties, as well as such other common property hereafter acquired, and to this end, subject the Michaywé Common Properties to the covenants, conditions and restrictions set forth herein, (the "Declaration"), all of which are for the benefit of the members of the Michaywé Owners Association.

NOW, THEREFORE, the Declarant hereby declares that all of the property comprising the Michaywé Common Properties shall be held, operated, conveyed, mortgaged, utilized, and interests therein acquired or transferred subject to the following restrictions, covenants, and conditions, which shall be incorporated by reference in all deeds of conveyance and contracts pertaining to lands or interest designated Michaywé Common Properties at the time of conveyance. The Declarant imposes these restrictions for the benefit of and the protection of the Members, to assure the attractiveness and continuity of the community and provide for the ongoing maintenance and operation of specific activities associated with these properties. These restrictions, covenants, and conditions shall run with the Michaywé Common Properties and shall be perpetually binding upon all persons or entities now or hereafter having any right, title, or interest in those Properties subject to this Declaration, and shall inure to the benefit of each member of the Association, subject to this Declaration.

These restrictions shall not impair or supersede, but shall be in addition to, existing restrictions of record including, without limitation, those imposed upon Opal Lake Park (one of the Michaywé Common Properties), as set forth in a certain Declaration of Restrictions, recorded in Liber 228, Pages 140-146, as amended by a certain Amendment to Declaration of Restrictions, recorded in Liber 261, Pages 464-465, Otsego County Records.

#### **Article I - Definitions**

##### **Section 1. Definition of Terms.**

The words and phrases used in this Declaration are defined as follows:

A. "Association" shall mean and refer to the Michaywé Owners Association, a Michigan nonprofit corporation, its successors and assigns, which will administer the Michaywé Common Properties and enforce the provisions of this Declaration.

B. "Association Documents" shall mean and refer to the Bylaws and Articles of Incorporation of the Michaywé Owners Association, as duly amended from time to time.

C. "Michaywé Common Properties" shall mean and refer to parks, common areas, recreational facilities, other lands, leased premises, improvements, and easements possessed by the Michaywé Owners Association and/or reserved for the use of its Members as provide in this declaration, which lands and interests subsequently rendered "Michaywé Common Properties" by amendment to Exhibit A of this Declaration in accordance with Article II, Section 3 hereof.

D. "Declarant" shall mean and refer to the Michaywé Owners Association, a Michigan nonprofit corporation.

E. "Declaration" shall mean and refer to this Second Amended Declaration of Covenants and Restrictions for the Michaywé Common Properties and any amendments, as recorded in the office of the Otsego Country Register of Deeds, State of Michigan.

F. "Designated Representative" shall mean and refer to the individual who has been designated by the Owner of a Property Unit to receive all notices and other communications from the Association on behalf of the owner and Member at a single address, and who may cast a single votes, for each Property Unit owned, at meetings of the Association or at meetings of the Owners.

G. "Good Standing" shall mean that a Property Unit, Owner and/or Member has made all payments due and payable to the Association for dues, special assessments, fine and any other fees or charges assessed to Owner, Member and Property Unit, and that the Owner and occupants of the Property Unit are in compliance with the provisions of these Restrictions, and the Master Deed Restrictions for the Michaywé Community, excluding violations of Article IV of the Master Deed Restrictions for the Michaywé Community and fines related to those violations, if such violations are under appeal.

H. "Land Development" shall generically and collectively mean and refer to each subdivision (Plat), condominium, rental development, multiple unit development or other land division or development project located within the Restricted Property.

I. "Master Deed Restrictions for the Michaywé Community" shall mean and refer to the "Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property" in Liber 1193, Pages 636-663, Otsego County Records by the Michaywé Owners Association.

J. "Member" shall mean and refer to the holder of the Membership in the Michaywé Owners Association acquired by each Owner of a Property Unit in the Restricted Property in the Michaywé Owners Association, as an incident of ownership of such Property Unit.

K. "Membership" shall mean and refer to that automatic interest acquired in the Michaywé Owners Association by each Owner of a Property Unit in the Restricted Property, as an incident of ownership of such Property Unit.

L. "Michaywé Community" or "Michaywé Planned Unit Development" shall mean and refer to any and all real property comprising the Planned Unit Development known as Michaywé, as the same may have been approved by the governmental department and authorities responsible for approving such developments.

M. "Owner(s)" shall mean and consist of the record owner, whether one or more persons or entities, of the fee simple title or a land contract vendee's interest in each Property Unit. When more than one person or entity is the Owner of a Property Unit, all such persons or entities shall collectively be deemed Owner. If any Owner enters into a Land Contract for the sale of a Property Unit and the Land Contract or a Memorandum thereof has been properly recorded in the Office of the Otsego County Register of Deeds, then in such a case, the Land Contract Purchaser shall be deemed to be the Owner for the purpose of this definition.

N. "Property Unit" shall mean and refer to each Lot, Condominium Unit, undivided and divided parcel of real property, development property, rental unit or any other parcel of real property located within the Restricted Property.

O. "Restricted Property" shall mean and refer to the property against which the Master Deed Restrictions for the Michaywé Community have been recorded and are applicable, said property being described in the following filings: Liber 919, Pages 466-470 (being part of the document recorded at Liber 919 Page 438 et. seq.)

P. "User Fee" Those fees charged for utilization of a specific Michaywé Common Property.

## **Article II - Property Rights**

### **Section 1. Owners Right of Enjoyment.**

Every Owner shall have a limited, perpetual right of use and enjoyment in and to the Michaywé Common Properties, which right shall be appurtenant to the ownership of a Property Unit, subject to the terms of this Declaration, the Master Deed Restrictions for the Michaywé Community, Association Documents, and all rules and regulations of the Association.

### **Section 2. Limitation of Rights of Use.**

The rights of each Owner in and to the Michaywé Common Properties shall also be subject to the following limitations:

A. In order to prevent the overcrowding and over use of the Michaywé Common Properties, the use and the right to benefit from and utilize services and programs associated therewith, those rights shall be limited to Benefiting Members and Designated Users, as defined and designated below:

1. Benefiting Members. Each Owner may designate in writing a maximum of two Benefiting Members per Property Unit. One of the individuals so designated must have an ownership interest in that Property Unit (directly, or as beneficiary or trustee of a trust or as an officer or principal of a legal entity having an ownership interest in that Property Unit), and shall be the long-term (more than 31 days per year) principal occupant in residence on the Property Unit, shall be an individual who has occupancy rights to the Property Unit in a trust, or shall be an officer of a corporation or a principal in legal entity that has an ownership interest in that Property Unit. The second Benefiting Member shall be his/her spouse. If the first individual so designated does not have a spouse, another individual who meets the same qualifications as for the first designated Benefiting Member may be designated as the second Benefiting Member. The Benefiting Members(s) may be changed by an Owner a maximum of one (1) time per calendar year, excluding changes resulting from a change of ownership, by filing a new notice in the manner herein provided.

2. Designated Users. If any Owner is the Owner of more than one Property Unit, the Owner acting as Member of the Association, may designate by written notice for each additional Property Unit owned, an adult, his or her spouse and their legal dependents to receive the Services and Benefits described in this Declaration, but subject to the conditions stated herein, in the Master Deed Restrictions for the Michaywé Community, Association Documents and applicable Rules and Regulations. Such persons shall be known as "Designated Users" and shall have the same rights as Benefiting members defined in Subsection (1) above. The Designated Users may be changed no more than one time per calendar year. For long-term rental of a residence with a written lease of more than thirty-one (31) days, the services and benefits described in this Declaration may be transferred to the renters who will then become Designated Users. A written notice to the Association by the Owner is required and may be made at any time occupants under such written lease may change.

3. Written designations. All Owners of a Property Unit shall execute and file with the Association a written designation of Benefiting Members or Designated Users for each Property Unit owned, which designation shall be subject to change by all Owners of each Property Unit upon written notice to the Association. In the event all Owners of a Property Unit fail to execute and file such a written designation with the Association, no persons shall be entitled to the use of those Common Properties (except those open to the public for a fee, such as the golf course, restaurant and bar), and the right to benefit from and utilize services and programs associated therewith, on behalf of that Property Unit.

B. The unilateral right of the Association to fix, levy and collect user fees with respect to the Michaywé Common Properties.

C. The unilateral right of the Association to suspend the right to use any of the Michaywé Common Properties for any period of time, based upon the non-payment of dues, user fees, and/or assessments levied by the Associations, and/or for any infraction of any rules or restrictions concerning the use of the Michaywé Common Properties.

**Section 3. Declarant's Right to Add to or Delete Common Property.**

The Association shall from time to time hereafter, by separate recorded instrument, amend Exhibit A to this Declaration in order to unilaterally designate or delete any real property or interest as Michaywé Common Property, subject only to the provisions and stated purposes of this Declaration, the Master Deed Restriction for the Michaywé Community and the Association Documents, and any applicable local, State and Federal Statutes, law or regulations. Action under this paragraph is to be initiated by the Board of Directors or the Members (see Art. III).

**Section 4. Delegation of Use.**

Use of the Michaywé Common Properties shall be restricted to Benefiting Members or Designated Users whose property units are in good standing. Any Benefiting Member or Designated User whose property units are in good standing may delegate, in accordance with the duly promulgated rules and regulations for the Michaywé Owners Association, his/her right of enjoyment to use of the Michaywé Common Properties to the members of his/her immediate family, his/her tenants, guests, and invitees. Such rights of delegation shall not exist in the absence of duly promulgated rules and regulation for the Michaywé Owners Association. These limitations on usage shall not apply to the use of those facilities that are open to the public and charged prevailing prices for their services such as the Pines Golf Course, restaurant and bar.

**Article III - Preservation, Purchase, Sale and Uses of the Michaywé Common Properties**

**Section 1. Preservation of Use, Curtailment, as to Specified Facilities**

There shall be no substantive change in the current existing uses of the Pines Golf Course, the Opal Lake Park, the tennis courts or the Community Center, provided that the Association can adequately fund the continued operation of these facilities pursuant to the funding provisions of the Master Deed Restriction for the Michaywé Community, the Association Documents, and the provisions of this Declaration. In the event the Members of the Association do not approve adequate funds to maintain the existing uses of these specified properties, the Board of Directors of the Association may discontinue or curtail such uses in accordance with the funds that are available, without being in breach of its fiduciary duty to the Members. However, these facilities shall not be sold or leased, or operated by an independent third party, absent an amendment permitting such under Section 6 of Article VI. The other common property cannot be sold, closed, leased, substantively changed or major facility bought or leased, without approval of the Members and the Board of Directors, as provided for in Section 2 of this Article. Such changes may be initiated by either the Board or a petition of 5% of the Members.

**Section 2. Limitations on Purchase, Sale, Trade, Improvements, or Lease.**

Except for the properties that must be maintained in accordance with their current existing uses, as set forth in the preceding section, and any subsequent amendments to this Declaration, the Board of Directors of the Association may, in its sole discretion, authorize the sale, trade, lease, or acquisition of other Michaywé Common Properties in accordance with the following provisions:

A. In the event the value of the property being sold is less than \$50,000.00, as established by a current fair market value appraisal, the Board of Directors may approve such sale without the consent of any of the Members except for tax exempt property which shall require a simple majority Member Approval.

B. In the event the value of the property being sold is \$50,000.00, or more, as established by a current fair market value appraisal, the Board must obtain Member approval. (See Article VI, Section 4.)

C. In the event the total value of property being acquired in a calendar year has a purchase price of less than \$50,000.00, the Board of Directions may approve such purchase without the consent of the members.

D. In the event the proposed purchase of property during a calendar year is \$50,000 or more, the Board of Directors must obtain Member approval. (See Article VI, Section 4.)

E. In the event of any proposed expenditure of funds necessary to lease, or provide capital improvements to, Michaywé Common Properties exceeding in total cost \$50,000.00 per calendar year, if not funded as a line item in the Association's annual operating budget, the Board of Directors must obtain Member approval. (See Article VI, Section 4.)

### **Section 3. Mortgaging of Common Property**

Any borrowing that would cause the then total outstanding Association indebtedness, secured by the Michaywé Common Properties, to exceed 25 percent of the value of the Michaywé Common Properties (as determined by the then most recent report of the Association's accountant, or by an appraisal by a licensed appraiser), shall require Member approval (see Article VI, Section 4). Otherwise, the Board of Directors shall, in its sole discretion, be authorized to mortgage any or all of the Michaywé Common Properties, provided a majority of the entire Board of Directors decides that such transaction is necessary or advisable and in the best interest of the Members of the Association.

### **Section 4. Granting of Easements.**

The Association has the right, from time to time, to grant easements over, under or across any part of the Michaywé Common Properties, or to dedicate, or transfer title to, all or any part of the Michaywé Common Properties to any public agency, authority, or utility on such terms and conditions as may be reasonably required by such transferee.

### **Section 5. Balanced Budget Limitations**

Notwithstanding anything herein contained to the contrary, any purchase, mortgage or other transaction contemplated under the provisions of this Article III, shall meet any "Balanced Budget" requirements contained within the Michaywé Owners Association Bylaws.

### **Section 6. Release of Covenants.**

Consistent with Article II, Section 3, and the provisions of this Article, the Board (on its own, or after any required membership approval) is authorized to release Association property (or interests) from these Covenants in order to render marketable the land or interest being mortgaged (if a lender requires a release) or conveyed. That is to be done by a recordable Resolution that amends Exhibit A hereto. Upon discharge of a mortgage on prior Common Property, the Board shall again amend Exhibit A to bring the subject land/interest back under this Declaration.

## **Article IV - Expenses of Operation of the Michaywé Common Properties**

### **Section 1. Budgets, Business Plans and Reports.**

All funds needed for the day-to-day operation, maintenance, repair, replacement and improvement of the Michaywé Common Properties shall be reflected annually in the operating budget of the Association, pursuant to the provisions of the Master Deed Restrictions for the Michaywé Community and the Association Documents. Prior to the commencement of each fiscal year, the Board of Directors of the Association shall establish and publish to the Members a budget for operation of the Michaywé Common Properties, sufficiently detailed to illustrate each of the major properties and their operations, including adequate reserves as provided for below. The Board of Directors shall also prior to the commencement of each fiscal year establish and publish to the Members a current business plan for the operation of Michaywé Common Properties in general, and for restaurant and golf course operations in particular. The budget shall constitute a major control under which the Association and its general manager shall operate the Michaywé Common Properties. At the end of each fiscal year the operations of the Michaywé Common Properties shall be summarized in reviewed financial statements which shall be distributed to the Members.

### **Section 2. Reserve Fund**

The Board of Directors of the Association shall forecast and establish a sufficient reserve fund for periodic major repair, replacement and renovation of Michaywé Common Properties, as well as for emergency expenditures. The reserve fund shall be funded through operations, Association dues or special assessments approved by the members, pursuant to the terms of the Master Deed Restrictions for the Michaywé Community and the Association Documents. Notwithstanding anything contained in this Declaration to the contrary, the Association shall have the authority to approve expenditures from the reserve fund, provided such expenditures are for the purpose for which the fund is established, without the approval of the Owners or Members. Funds available for operation of the Michaywé

Common Properties, from any source whatsoever, shall first be applied to fund the reserve required herein, and only after the reserve is funded, such funds may be used for operations, improvements and any other permissible purposes.

**Article V - Operation of the Michaywé Common Properties**

**Section 1. Administration by the Association.**

The Michaywé Owners Association shall be responsible for administration and enforcement of this Declaration and the Michaywé Common Properties. The Michaywé Common Properties shall be administered by the Association pursuant to the terms of this Declaration, the Master Deed Restriction for the Michaywé Community (where referenced) and the Association Bylaws. In cases of conflict between these documents, the following order of priority shall be: (1) Master Deed restrictions for the Michaywé Community; (2) this Declaration; and (3) Association Bylaws.

**Section 2. Professional Management.**

The Association, through its Board of Directors, shall employ a general manager to oversee the operation of the Michaywé Common Properties, and such other staff and personnel as may be necessary to operate, care for and maintain such properties, and the service needs of the users of said properties. All costs incurred by the Association in employment of such individuals shall be expenses of administration.

**Section 4. Insurance.**

The Association shall carry fire and extended coverage, vandalism, malicious mischief and liability insurance, fidelity bond and workmen's compensation insurance, if applicable, and such other insurance coverage as the Board of Directors may determine to be appropriate with respect to the ownership, use and maintenance of the Michaywé Common Properties. Such insurance shall be carried and administered in accordance with the following:

- A. All such insurance shall be purchased by the Association for the benefit of the Association. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by an Owner or Member, or vice versa.
- B. All insurable elements of the Common Property, if any, shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.
- C. Proceeds from hazard insurance policies may be utilized by the Board of Directors as it determines. However, hazard insurance proceeds in excess of \$50,000 shall never be used for any purpose other than for repair, replacement or reconstruction of the damaged or destroyed Michaywé Common Properties unless approved by the Members. (See Article VI, Section 4.)

**Section 5. Eminent Domain.**

The following provisions shall control upon a taking by eminent domain.

- A. In the event any portion of the Michaywé Common Properties is taken, the condemnation proceeds may be utilized by the Board of Directors as it determines. However, if in excess of \$50,000, the proceeds shall only be utilized in a manner approved by the Members. (See Article VI, Section 4.)
- B. If any portion of the Michaywé Common Properties is made the subject matter of any condemnation or eminent domain proceeding or its otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each Member of the Association.

**Section 6. General Conditions.**

The following general conditions shall be in effect:

- A. No immoral, improper, unlawful or offensive activity shall be carried on or upon the Michaywé Common Properties, nor shall anything be done which may be or become an annoyance or a nuisance to the members. No member shall do or permit anything to be done on the Michaywé Common Properties without written approval of

the Association, and each responsible member shall pay to the Association the increased cost of insurance premiums resulting from any such activity or maintenance of any such condition.

B. The Michaywé Common Properties shall not be obstructed in any way nor shall be used for purposes other than those for which they are reasonably and obviously intended.

## **Article VI - General Provisions**

### **Section 1. Enforcement.**

All individuals identified at Article II, Section 4 (i.e., Benefiting Members, Designated users, Members' immediate family, Members' tenants, and Members' guests and invitees; hereinafter referred to as the "Art. II, Sec. 4 Users"), or any other person acquiring an interest in or using the facilities of the Michaywé Common Properties in any manner are subject to and shall comply with the provisions of the Declaration, the master Deed Restrictions for the Michaywé Community, the Association Bylaws, the Articles of Incorporation of the Association, and the Rules and Regulations of the Association, if any. In the event of a violation of the terms of this Declaration, the Declarant shall have the relief set forth at Section 2 below.

### **Section 2. Relief.**

A. Any violation of the terms of this Declaration shall entitle the Declarant to the following relief:

- (1) To recover sums due for damages, injunctive relief, or any combination thereof.
- (2) To recover from any of the Art. II, Sec. 4 users the pre-litigation costs and reasonable attorney's fees incurred in obtaining their compliance with this Declaration and any rules and regulations promulgated hereunder. In any proceeding arising because of such an alleged default, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, but in no event shall such an individual be entitled to recover such attorney's fees against the Association. The Association, if successful, shall also be entitled to recoup the costs and reasonable attorney's fees incurred in defending any claim, counterclaim or other matter from such an individual asserting the claim, counterclaim, or other matter against the Association.

(3) The right, in addition to the rights set forth above, to enter upon the Michaywé Common Properties and summarily remove and abate, at the expense of any of the Art. II, Sec. 4 Users in violation, any structure, thing or condition existing or maintained contrary to the provisions hereof. The Declarant shall not be under an obligation to take such affirmative action.

B. The Owners and Members of Property Units shall be fully responsible for their own actions and the actions of others to which they delegate the privilege of use of the Michaywé Common Properties. All Art. II, Sec. 4 users shall likewise be responsible for their own conduct. The violation of any of the provisions of this Declaration and any rules and regulations promulgated hereunder by any such individual shall be grounds for the Association, acting through its duly constituted Board of Directors, to revoke the privilege of use of the Michaywé Common Properties by an of the Art. II, Sec. 4 Users associated with the responsible Property Unit.

C. Failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration and any rules and regulations promulgated hereunder shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

D. All rights, remedies and privileges granted to the Declarant, Member or Owner pursuant to any terms, provisions, covenants or conditions of the Declaration and any rules and regulations promulgated hereunder shall be deemed to be cumulative and the exercise of any one of 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.

E. The Association shall also have and may exercise, in addition to those remedies specified herein, any remedy granted to it under the provisions of the master Deed Restrictions for the Michaywé Community and the Association Documents related to any non-payment of funds or assessments to the Association, or for enforcement of said documents or other rules and regulations of the Association issued there under.

F. Legal claims asserted by Owners or Members against the Association (or the Board of Directors) arising out of this Declaration are limited to those based upon alleged non-compliance by the Board or Association with Articles III-V.

**Section 3. Rules and Regulations/Action by Association.**

Anything herein to the contrary notwithstanding, the rules and/or regulations specifically contemplated in this Declaration, or those that would otherwise be consistent with this Declaration shall be made, amended, and/or repealed from time to time as determined by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Members and shall become effective ten (10) days after mailing or delivery thereof to each Member. The Members may revoke, revise or promulgate a rule or regulation pursuant to a vote conducted in accordance with the Bylaws that is initiated by a petition of five (5%) percent of the Members, or initiated by a majority of Members at a duly called and constituted Association meeting. Furthermore, any action to be taken by the Association shall be implemented by the Board of directors without membership approval, unless the context requires otherwise.

**Section 4. Procedure for Member Approval.**

The process and criteria (including quorum) for any Membership approval required under this Declaration shall, unless the context specifies otherwise, be the same as that established by the Bylaws of the Association with respect to a change in the maintenance and recreation fund.

**Section 5. Severability.**

In the event that any of the terms, provisions, or covenants of this Declaration and/or the master Deed Restriction for the Michaywé Community, the Association Documents and any rules and regulations promulgated there under, 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 which are held to be partially invalid or unenforceable.

**Section 6. Duration and Amendment of Declaration.**

Except as otherwise provided in this section 4, this Declaration shall run with and bind all of the land described in Exhibit A and added per Article II, section 3, in perpetuity. However, this Declaration may be amended or terminated by a vote of the Members pursuant to the Bylaws of the Association and shall require a two-thirds affirmative vote with a quorum of at least one-third of the Members in good standing. This Declaration shall not run with land or interests that have been deleted as Michaywé Common Property, as noted above at Article II, Section 3, and Article III, Section 6.





EXHIBIT A

MICHAYWE RECREATIONAL FACILITIES (AMENITIES)

Community Center

A parcel of land on part of Section 2, T29N-R3W, Otsego Lake Township, and Section 35, T30N-R3W, Bagley Township, Otsego County, Michigan; thence S89 deg 22 min 00 sec E, 2806.15 ft along the North line of said section 2; thence S02 deg 38 min 07 sec E, 82.18 ft to the POINT OF BEGINNING; thence N73 deg 46 min 00 sec E, 17.34 ft; thence 85.51 ft along a curve to the right, said curve having a radius of 437.50 ft, a delta angle of 11 deg 11 min 56 sec, a long chord of 85.38 ft, bearing N79 deg 21 min 55 sec E; thence along the line of Michaywe No.6, the following six (6) course: 1) S01 deg 27 min 10 sec W, 169.5 Ft; 2) N84 deg 20 min 00 sec E, 95.00 ft; 3) S62 deg 00 min 00 sec E, 92.00 ft; 4) S61 deg 40 min 00 sec E, 180.00 ft; 5) S51 deg 14 min 00 sec E, 200.00 ft; 6) S35 deg 06 min 30 sec E, 89.35 ft; thence S30 deg 04 min 31 sec W, 305.65 ft; thence N88 deg 58 min 35 sec W, 221.49 ft; thence S08 deg 01 min 26 sec W, 33.65ft; thence S77 deg 35 min 33 sec W, 302.47 ft; thence S50 deg 28 min 39 sec W, 207.42 ft; thence S31 deg 13 min 58 sec W, 401.04 ft; thence N47 deg 53 min 39 sec W, 331.68 ft; thence N58 deg 38 min 52 sec W, 342.60 ft; thence N27 deg 37 min 04 sec W, 137.31 ft; thence N77 deg 23 min 15 sec W, 150.82 ft; thence N40 deg 32 min 08 sec W, 87.08 ft; thence N77 deg 12 min 24 sec W, 50.22 ft; thence S44 deg 03 min 36 sec W, 129.49 ft; thence N53 deg 58 min 31 sec W, 159.42 ft; thence N33 deg 43 min 38 sec W, 104.97 ft; thence N67 deg 34 min 54 sec W, 60.75 ft; thence S62 deg 05 min 52 sec W, 56.06 ft; thence S16 deg 39 min 01 sec W, 256.83 ft; thence S50 deg 16 min 33 sec E, 172.27 ft; thence S35 deg 18 min 15 sec W, 63.15 ft; thence N55 deg 34 min 42 sec W, 178.61 ft, thence N18 deg 12 min 20 sec W, 134.96 ft; thence N20 deg 09 min 54 sec E, 231.86 ft; thence N85 deg 21 min 29 sec E, 58.70 ft; thence N28 deg 49 min 23 sec E, 82.20 ft; thence N59 deg 41 min 27 sec W, 66.15 ft; thence N33 deg 15 min 12 sec E, 121.06 ft; thence N54 deg 06 min 42 sec W, 105.19 ft; thence N05 deg 12 min 51 sec E, 64.90 ft; thence N85 deg 39 min 05 sec E, 127.54 ft; thence N66 deg 06 min 12 sec E, 181.56 ft; thence S84 deg 33 min 59 sec E, 129.74 ft; thence N09 deg 59 min 23 sec E, 189.49 ft; thence N53 deg 35 min 26 sec E, 72.55 ft; thence S89 deg 22 min 00 sec E, 418.21 ft along the North line of said Section 2; thence S15 deg 01 min 15 sec E, 232.84 ft; thence S20 deg 25 min 54 sec W, 82.75 ft; thence S55 deg 19 min 21 sec W, 151.41 ft; thence N60 deg 28 min 52 sec W, 134.88 ft; thence S05 deg 51 min 59 sec E, 411.25 ft; thence S57 deg 23 min 09 sec E, 258.95 ft; thence S89 deg 10 min 30 sec E, 265.37 ft; thence N24 deg 22 min 08 sec W, 521.06 ft; thence N19 deg 19 min 12 sec E, 809.7ft; thence N22 deg 16 min 00 sec E, 90.06 ft; thence N59 deg 16 min 06 sec E, 31.85ft; thence S72 deg 59 min 36 sec E, 140.05ft; thence S33 deg 13 min 43 sec E, 145.02 ft; thence S15 deg 27 min 36 sec E, 96.30 ft; thence S15 deg 15 min 30 sec E, 75.18 ft; thence S50 deg 56 min 10 sec E, 200.62 ft; thence N40 deg 49 min 17 sec E, 49.99 ft; thence N16 deg 14 min 05 sec W, 54.66ft; thence N40 deg 48 min 58 sec E, 160.19 ft; thence N28 deg 01 min 07 sec E, 199.29ft; thence N01 deg 27 min 10 sec E, 200.00 ft to the Point of the Beginning, containing 32.64 acres, more or less, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

The above land includes a parcel of land on part of Section 35, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: Commencing at the SW corner of said Section 35; thence S89 deg 22 min 00 sec E, 1621.48 ft along the South line of said Section 35 to the POINT OF BEGINNING; thence N53 deg 35 min 26 sec E, 265.82 ft; thence S55 deg 10 min 17 sec E, 96.02 ft thence S64 deg 57 min 49 sec E, 121.86ft; thence S15 deg 01 min 15 sec E, 57.97 ft; thence N89 deg 22 min 00 sec W, 418.21 ft along the South line of said Section 35 to the Point of Beginning, containing 0.85 acres, more or les, and excluding all gas, oil, and mineral rights served, assigned or conveyed to others, if any. "Community Center"

Pines Golf Course

"Golf Facilities, Holes 1 & D, Most of Hole 3, Part of Hole 5, Holes 6-10, and Hole 18"

A parcel of land on part of Section 2, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, described as; Commencing at the East ¼ corner of said Section 2; thence S00 deg 55 min 30 sec E, 451.60 ft to the POINT OF BEGINNING; thence continuing S00 deg 55 min 30 sec E, 208.33 ft; thence along the boundary of Michaywe No.6, the following eight (8) courses: 1) N86 deg 46 min 50 sec W, 1539.69 ft; 2) S38 deg 44 min 00 sec W, 180.90 ft, 3) S11 deg 48 min 00 sec E, 247.60ft, 4) S06 deg 27 min 00 sec W, 150.00 ft, 5) S01 deg 30 min 00 sec W, 121.70 ft, 6) S08 deg 08 min 20 sec W, 218.40 ft, 7) S12 deg 19 min 00 sec E, 220.00 ft, 8) S55 deg 19 min 00 sec E, 69.73 ft; thence S00 deg 55 min 30 sec E, 292.35 ft along the boundary of said Michaywe #4, the following there (3) course: 1) S88 deg 43 min 30 sec W, 63.59 ft, 2) N70 deg 33 min 30 sec W, 251.90 ft, 3) N45 deg 56 min 30 sec W, 695.00 ft; thence along the boundary of Michaywe #5, as recorded in Liber 4, Page 22-23, Otsego County Records, the following nine (9) courses; 1) S67 deg 35 min 00 sec E, 230.00 ft, 2) N29 deg 55 min 00 sec E, 255.00 ft, 3) N00 deg 59 min 00 sec W, 321.45 ft, 4)N11 deg 22 min 10 sec W, 200.65 ft, 5) N61 deg 55 min 30 sec W, 200.65 ft, 6) S64 deg 53 min 10 sec W, 196.60 ft, 7) S51 deg 30 min 00 sec W, 85.00 ft, 8) S56 deg 14 min 20 sec W, 260.65 ft, 9) S34 deg 40 min 40 sec W, 130.00 ft; thence along the boundary of said Michaywe #4, the following eleven (11) courses: 1) N88 deg 33 min 20 sec W, 15.00 ft, 2) N37 deg 33 min 20 sec W, 124.00 ft, 3) N69 deg 08 min 00 sec W, 323.95 ft, 4) N69 deg 30 min 00 sec W, 192.00 ft, 5) N58 deg 21 min 00 sec W, 190.65 ft, 6) N43 deg 22 min 00 sec W, 418.15 ft, 7) N63 deg 22 min 00 sec W, 120.00 ft, 8) N38 deg 22 min 00 sec W, 15.00 ft, 9) N33 deg 10 min 00 sec E, 132.45 ft, 10) N11 deg 41 min 00 sec W, 405.00 ft, 11) N46 deg 35 min 00 sec W, 370.00 ft; thence N34 deg 37 min 00 sec W, 189.33 ft; thence N07 deg 06 min 27 sec W, 404.11 ft; thence N33 deg 41 min 24 sec W, 230.04 ft; thence N01 deg 02 min 30 sec W, 220.04 ft; thence N31 deg 26 min 55 sec E, 425.50 ft; thence N50 deg 28 min 39 sec E, 207.42 ft; thence N77 deg 35 min 33 sec W, 220.04 ft; thence N31 deg 26 min 55 sec E, 425.50 ft; thence N50 deg 28 min 39 sec E, 207.42 ft; thence N77 deg 35 min 33 sec E, 302.47 ft to the Westerly boundary of the cart barn parcel; thence along the cart barn parcel the following two (2) courses: 1) N08 deg 01 min 26 sec E, 33.65 ft, 2) S88 deg 58 min 35 sec E, 221.49 ft; thence N30 deg 04 min 31 sec E, 305.65 ft to courses: 1) N08 deg 01 26 sec E, 33.65 ft, 2) S88 deg 58 min 35 sec E, 221.49 ft; thence N30 deg 04 min 31 sec E, 305.65 ft to the SW corner of Lot 1337 of Michaywe #6 as recorded in Liber 4, Pages 47-54, Otsego County Records; thence along the boundary of said Michaywe #6, the following seven (7) courses: 1) S35 deg 06 min 30 sec E, 178.70 ft, 2) S23 deg 59 min 00 sec E, 304.90 ft, 3)S35 deg 39 min 00 sec E, 225.00 ft, 4) S43 deg 04 min 00 sec E, 1500.00 ft, 5) N88 deg 39 min 00 sec E, 169.70 ft, 6) N21 deg 46 min 20 sec E, 50.00 ft, 7) along a curve to the left, said curve having a radius of 1056.35 ft, a delta angle of 8 deg 36 min 24 sec, a length of 158.65 ft, and a long chord of 158.53 ft, bearing S57 deg 18 min 18 sec E; thence along the NW line of Fairway Condos, the following five (5) courses: 1) S29 52 min 25 sec W, 248.61 ft, 2) S45 deg 00 min 00 sec W, 141.42 ft, 3) S75 deg 57 min 50 sec W, 206.16 ft, 4) West 200.00 ft, 5) South 50.00 ft; thence S66 deg 56 min 39 sec W, 369.63 ft to the NE corner of Lot 1407 of Michaywe #9, as recorded in Liber 4, Pages 60-61, Otsego County Records; thence along the boundary of said Michaywe #9, the following three (3) courses: 1) S65 deg 16 min 50 sec W, 170.14 ft, 2) S12 deg 58

min 28 sec W, 116.00 ft, 3) S34 deg 06 min 46 sec E, 264.26 ft to the Westerly boundary of said Michaywe #6; thence along the boundary of said Michaywe #6, the following fourteen (14) courses: S23 deg 40 min 00 sec E, 137.90 ft, 2) S39 deg 45 min 00 sec, 172.75 ft, 3) S03 deg 09 min 20 sec E, 202.85 ft, 4) S43 deg 43 min 00 sec E, 232.00 ft, 5) S53 deg 41 min 00 sec E, 164.55 ft, 6) S65 deg 03 min 00 sec E, 150.65 ft, 7) S79 deg 54 min 00 sec E, 142.85 ft, 8) S84 deg 45 min 00 sec E, 145.00 ft, 9) N76 deg 15 min 00 sec E, 155.00 ft, 10) N57 deg 57 min 30 sec E, 400.00 ft, 11) S77 deg 12 min 00 sec E, 170.25 ft, 12) S89 deg 02 min 30 sec E, 205.00 ft, 13) S53 deg 33 min 30 sec E, 293.40 ft, 14) S44 deg 40 min 40 sec E, 83.74 ft to the Point of beginning containing 85.72 acres, more or less, and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any. "Golf Facilities, Holes 1 & 2, Most of Hole 3, Part of Hole 5, Holes 6-10 and Hole 18"

"Part of Hole 3"

A parcel of land on part of the SW ¼ of Section 1, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, described as: Commencing at the West ¼ corner of said Section 1; thence S00 deg 55 min 30 sec E, 451.60 ft to the POINT OF BEGINNING; thence S44 deg 40 min 40 sec E, 9.26 ft; thence S80 deg 56 min 00 sec E, 90.00 ft; thence S09 deg 04 min 10 sec W, 101.80 ft; thence N86 deg 46 min 50 sec W, 66.31 ft; thence N00 deg 55 min 30 sec W, 208.33 ft to the Point of Beginning, containing 0.37 acres, more or less, and excluding all gas, oil, and mineral rights served, assigned or conveyed to others, if any. "Part of Hole 3"

"Hole 4 and Part of Hole 5"

A parcel of land on part of the SW ¼ of Section 1, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, described as Commencing at the West ¼ corner of said Section 1; thence S00 deg 55 min 30 sec E, 1875.72 ft to the POINT OF BEGINNING; thence S73 deg 49 min 00 sec E, 330.27 ft; thence S80 deg 54 min 00 sec E, 161.85 ft; thence N60 deg 37 min 30 sec E, 200.00 ft; thence N03 deg 16 min 00 sec E, 227.30 ft; thence N21 deg 18 min 00 sec W, 252.60 ft; thence N27 deg 36 min 00 sec W, 104.70 ft; thence N29 deg 36 min 00 sec W, 107.00 ft; thence N21 deg 54 min 00 sec W, 383.50 ft; thence N08 deg 10 min 20 sec W, 257.75 ft; thence N82 deg 25 min 00 sec W, 174.95 ft; thence 20.00 ft along a curve to the right, said curve having a radius of 827.94 ft, a delta angle of 1 deg 23 min 02 sec, a long chord of 19.99 ft, bearing N07 deg 34 min 29 sec E; thence S82 deg 25 min 00 sec E, 149.95 ft; thence N09 deg 02 min 10 sec E, 103.20 ft; thence N30 deg 23 min 00 sec E, 10.55 ft; thence S89 deg 51 min 30 sec E, 100.00 ft; thence S18 deg 25 min 00 sec E, 29.85 ft; thence S19 deg 40 min 00 sec E, 250.00 ft; thence S34 deg 30 min 00 sec E, 395.00 ft; thence S24 deg 05 min 00 sec E, 221.20 ft; thence S24 deg 34 min 20 sec E, 350.85 ft; thence S01 deg 00 min 10 sec E, 407.95 ft; thence S15 deg 47 min 40 sec E, 137.65 ft; thence S55 deg 48 min 40 sec E, 123.95 ft; thence S18 deg 51 min 00 sec W, 15.50 ft; thence N56 deg 06 min 30 sec W, 128.00 ft; thence S82 deg 32 min 00 sec W, 329.50 ft; thence S04 deg 45 min 45 sec E, 180.00 ft; thence 240.79 ft along a curve to the right, said curve having a radius of 610.01 ft, a delta angle of 22 deg 37 min 00 sec, a long chord of 239.23 ft, bearing N89 deg 06 min 30 sec W; thence N12 deg 12 min 00 sec E, 170.00 ft; thence N80 deg 41 min 50 sec W, 329.00 ft; thence S88 deg 43 min 30 sec W, 135.78 ft; thence N00 deg 55 min 30 sec W, 292.35 ft to the Point of Beginning, containing 14.97 acres, more or less, and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any. "Hole 4 and Part of Hole 5"

The "Hole 4 and Part of Hole 5" is conveyed subject to the following easement: a "20.0 ft Private Pedestrian Walkway Easement" described as: Commencing at the NW corner of Lot 1239 of the Plat of Michaywe No.6, as recorded in Liber 6, Pages 47-54, Otsego Country Records; thence 20.00 ft along a curve to the right, said curve having a radius of 827.94 ft, a delta angle of 01 deg 23 min 02 sec, a long chord of 19.99ft, bearing N07 deg 34 min 29 sec E; thence S82 deg 25 min 00 sec E, 149.95 ft; thence S07 deg 35 min 00 sec W, 20.00 ft; thence N82 deg 25 min 00 sec W, 149.95 ft to the Point of Beginning. "20 ft Private Pedestrian Walkway Easement"

"Hole 11, Part of Hole 12, and Part of Hole 17"

A parcel of land on part of the NE ¼ of Section 2, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, described as: commencing at the NE corner of said Section 2; thence N89 deg 23 min 56 sec W, 361.88 ft along the North line of said Section 2 to the POINT OF BEGINNING; thence S03 deg 56 min 44 sec W, 242.72 ft; thence S09 deg 17 min 54 sec W, 105.56 ft; thence S27 deg 36 min 34 sec W, 107.14 ft; thence S25 deg 04 min 53 sec W, 217.32 ft; thence S75 deg 29 min 13 sec E, 50.0 ft; thence S22 deg 47 min 15 sec W, 536.78 ft; thence S50 deg 54 min 06 sec W, 142.99 ft; thence S30 deg 59 min 36 sec W, 38.69 ft; thence N61 deg 36 min 32 se W, 131.15 ft; thence 287.76 ft along a curve to the right, said curve having a radius of 976.35 ft, a delta angle of 16 deg 53 min 13 sec, a long cord of 286.72 ft, bearing N53 deg 09 min 53 sec W; thence N23 deg 44 min 11 sec E, 36.55 ft; thence N52 deg 13 min 25 sec E, 25.07 ft; thence N08 deg 56 min 47 sec E, 104.60 ft; thence N21 deg 48 min 41 sec E, 102.64 ft; thence N35 deg 06 min 06 sec E, 80.81 ft; thence N43 deg 45 min 49 sec E, 102.52 ft; thence N25 deg 45 min 56 sec E, 165.48 ft; thence N05 deg 25 min 06 sec E, 41.40 ft; thence N27 deg 41 min 00 sec W, 85.48 ft; thence N88 deg 06 min 03 sec W, 52.86 ft; thence N32 deg 24 min 57 sec W, 400.22 ft; thence N40 deg 19 min 57 sec W, 66.46 ft; thence S89 deg 23 min 56 E, 234.39 ft along the North line of said Section 2; thence S16 deg 48 min 48 sec E, 40.84 ft; thence S23 deg 29 min 58 sec E, 247.60 ft; thence S56 deg 10 min 40 sec E, 267.36 ft; thence N13 deg 16 min 26 sec E, 309.07 ft; thence N17 deg 01 min 31 sec E, 114.60 ft; thence S89 deg 23 min 56 sec E, 207.19 ft along the North line of said Section 2 to the Point of Beginning, containing 12.72 acres, more or less, and excluding all gas, oil, and mineral rights, served, assigned or conveyed to others, if any. "Hole 11, Part of Hole 12, and Part of Hole 17"

"Part of Hole 12, Hole 13 and Part of Hole 17"

A parcel of land on part of SE ¼ of Section 35, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: Commencing at the SE corner of said Section 35; thence N89 deg 23 min 56 sec W, 1006.27 ft along the South line of said Section 35 to the POINT OG BEGINNING; thence continuing N89 deg 23 min 56 sec W, 234.39 ft; thence N40 deg 19 min 57 sec W, 89.65 ft; thence N60 deg 11 min 01 sec W, 143.88 ft; thence N52 deg 58 min 10 W, 345.29 ft; thence N40 deg 54 min 45 sec W, 143.71 ft; thence N30 deg 29 min 07 sec W, 99.92 ft; thence N03 deg 03 min 26 sec E, 108.14 ft; thence N55 deg 40 min 09 sec E, 108.97 ft; thence N25 deg 29 min 20 sec E, 118.78 ft; thence N76 deg 11 min 26 sec E, 355.16 ft; thence N79 deg 39 min 46 sec E, 220.16 ft; thence N89 deg 41 min 19 sec E, 90.52 ft; thence S83 deg 17 min 16 sec E, 135.66 ft; thence S81 deg 30 min 25 sec E, 122.32 ft; thence S74 deg 43 min 54 sec E, 54.15 ft; thence S89 deg 00 min 03 sec E, 270.95 ft; thence S00 deg 33 min 16 sec W, 82.88 ft; thence S82 deg 49 min 59 sec E, 107.80 ft; thence S03 deg 56 min 11 sec W, 15.03 ft; thence N82 deg 49 min 32 sec W, 112.52 ft; thence S39 deg 08 min 59 sec W, 66.0 ft; thence N84 deg 37 min 43 sec W, 145.22 ft; thence S86 deg 01 min 00 sec W, 52.56 ft; thence N86 deg 41 min 57 sec W, 227.54 ft; thence S87 deg 06 min 02 sec W, 97.79 ft; thence S78 deg 42 min 45 sec W, 80.12 ft; thence N86 deg 42 min 14 sec W, 328.16 ft; thence S06 deg 31 min 41 sec W, 115.53 ft; thence S46 deg 06 min 30 sec E, 127.75 ft; thence S58 deg 30 min

05 sec E, 199.96 ft; thence S64 deg 42 min 25 sec E, 217.02 ft; thence S56 deg 23 min 20 sec E, 100.0 ft; thence S40 deg 33 min 33 sec E, 160.96 ft; thence S13 deg 27 min 10 sec E, 119.0 ft; thence S16 deg 48 min 48 sec E, 49.78 ft to the Point of Beginning, containing 10.68 acres, more or less and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

And a parcel of land in part of Section 35, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: Commencing at the SE corner of said Section 35; thence N89 deg 23 min 56 sec W; 361.88 ft to the POINT OF BEGINNING; thence continuing N89 deg 23 min 56 sec W, 207.19 ft; thence N17 deg 01 min 31 sec E, 441.5 ft; thence N89 deg 47 min 25 sec E, 81.66 ft; thence N62 deg 30 min 08 sec E, 119.92 ft; thence .37.06 along a curve to the left, said curve having a radius of 490.96 ft, a delta angle of 04 deg 19 min 54 sec W, 237.48 ft; thence S03 deg 56 min 44 sec W, 176.68 ft to the Point of Beginning, containing 1.75 acres, more or less, "Part of Hole 12, Hole 13 and part of Hole 17"

"Holes 14-16"

Lot 66, Plat of Michaywe Fairways No.2, a parcel of land on part of the SE ¼ of Section 35, T30N-R3W, Bagley Township, Otsego County, Michigan, as recorded in Liber 4 of Plats, Pages 149-151, Otsego County Records, and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

And also, a parcel of land on part of Sections 35 and 36, T30N-R3W, Bagley township, Otsego County, Michigan, described as: commencing at the SE corner of said Section 35; thence N08 deg 47 min 41 sec E, 389.46 ft to the POINT OF BEGINNING; thence N85 deg 44 min 46 sec W, 38.44 ft to the East line of Lot 18 of the Plat of Michaywe Fairways #1, as recorded in Liber 4, Pages 144-146, Otsego County Records; thence along the line of said Fairways #1, the following four (4) courses: 1) N03 deg 30 min 00 sec W, 17.31 ft, 2) N88 deg 00 min 00 sec W, 150.00 ft, 3) 30.02 ft along a curve to the left, said curve having a radius of 228.00 ft, a delta angle of 07 deg 32 min 40 sec, a long chord of 30.00 ft, bearing N33 deg 53 min 34 sec W, 4) 224.72 ft along a curve to the right, said curve having a radius of 424.96 ft, a delta angle of 30 deg 17 min 53 sec, a long chord of 222.11 ft, bearing N22 deg 30 min 58 sec W; thence along the lines of Lot 66 and the boundary of Michaywe Fairways #2, as recorded in Liber 4, Pages 149-151, Otsego County Records, the following six (6) courses: 1) N74 deg 07 min 27 sec E, 50.17 ft, 2) N42 deg 22 min 29 sec E, 73.51 ft, 3) N09 deg 48 min 30 sec W, 97.56 ft, 4) S84 deg 36 min 15 sec W, 89.57 ft, 5) N03 deg 56 min 11 sec E, 67.12 ft, 6) N84 deg 16 min 02 sec E, 200.00 ft; thence S88 deg 04 min 47 sec E; 171.26 ft; thence N82 deg 01 min 20 sec E, 33.99 ft; thence N89 deg 29 min 14 sec E, 1459.43 ft; thence S45 deg 43 min 40 sec E, 63.7 ft; thence S00 deg 01 min 20 sec W, 186.59 ft; thence S79 deg 38 min 40 sec E, 91.48 ft; thence S00 deg 01 min 20 sec W, 75.38 ft; thence S47 deg 01 min 20 sec W, 665.63 ft; thence S61 deg 01 min 20 sec W, 114.33 ft; thence S77 deg 01 min 20 sec W, 307.89 ft; thence S89 deg 26 min 20 sec W, 500.03 ft; thence n76 deg 18 min 40 sec W, 308.74 ft; thence S00 deg 01 min 20 W, 113.03 ft; thence N89 deg 58 min 37 sec W, 100.01 ft; thence N85 deg 43 min 28 sec W, 357.65 ft to the Point of Beginning, containing 20.69 acres, more or less, and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any "Holes 14-16"

#### Cart Barn and Parking Lot

A parcel of land on part of Section 2, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, described as commencing at the Northwest corner of said Section 2; thence S88 deg 12 min 35 sec E, 2910.75 ft to the Northwest corner of Lot 1343 of Michaywe No.6 as recorded in Liber 4 of Plats, Pages 47-54 of Otsego County Records; thence S88 deg 32 min 50 sec W, 61.97 ft; thence S01 deg 29 min 42 sec W, 261.02 ft; thence S42 deg 26 min 20 sec E, 284.59 ft; thence S06 deg 37 min 50 sec E, 241.67 ft, thence S03 deg 08 min 08 sec E, 77.60ft; thence S65 deg 58 min 30, 10.00ft to the POINT OF BEGINNING; thence N87 deg 16 sec 18 min E, 104.71ft; thence S01 deg 15 min 58 sec E, 82.27 ft; S84 deg 35 min 28 sec E, 123.56 ft; thence N00 deg 34 min 57 sec W, 132.00 ft; thence N00 deg 58 sec 35 min W, 221.49; thence S08 deg 01 min 26 sec W, 47.50 ft to the point of beginning, containing 0.46 acres more or less; together with an easement for purpose of ingress and egress over and across a strip of land lying 10ft either side of a line described as commencing at the Northwest corner of Lot 1343 of Michaywe No.6 as recorded in Liber 4 of Plats, pages 47-54 of Otsego County Records: thence S88 deg 32 min 50 sec W, 61.97ft to the POINT OF BEGINNING of said line: 241.67 ft; thence S03 deg 08 min 08 sec E, 77.60ft; thence S24 deg 26 min 20 sec E, 284.59 ft; thence S06 deg 37 min 50 sec E, S37 deg 35 min 17 sec W, 125.54ft to the point of ending of said line.

Section 2, T29N Otsego Lake Township, Otsego County, Michigan commencing at the NW corner of Lot 1343 of Michaywe No.6 recorded in Liber 4 of plats pages 47-54 of Otsego County Records, S88 deg 32 min 50 sec W, 61.97ft, S01 deg 29 ft 42 min W, 261.02ft; S42 deg 26 min 20 sec E, 284.59ft; S06 deg 37 min 50 sec E; S65 deg 58 min 30 sec E, 10.00ft to the point of beginning, N87 deg 16 min 18 sec E, 104.71ft; S01 deg 15 min 58 sec E, 195.51ft; S75 deg 33 min 56 sec W, 82.40ft; N87 deg 08 min 48 sec W, 152.52ft; N37 deg 35 min 17 sec E, 126.73ft; N24 deg 01 min 30 sec E, 112.77 ft to the point of beginning and containing 0.76 acres more or less.

#### Ski Hill and Facilities

A parcel of land on part of the South ½ of Sections 34, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: Commencing at the South ¼ corner of said Section 34; thence N00 deg 18 min 43 sec W, 1383.63 ft along the N-S ¼ line of said Section 34 to the POINT OF BEGINNING; thence N49 deg 07 min 09 sec W, 63.51 ft; thence N27 deg 07 min 49 sec E, 161.14 ft; thence N42 deg 30 min 43 sec W, 457.77 ft; thence N30 deg 22 min 25 sec W, 110.26 ft; thence N27 deg 49 min 00 sec E, 70.44 ft; thence N19 deg 25 min 21 sec E, 96.34 ft; thence N46 deg 36 min 02 sec E, 96.93 ft; thence N79 deg 35 min 56 sec E, 209.04 ft; thence N72 deg 40 min 18 sec E, 288.71 ft; thence S67 deg 22 min 01 sec E, 70.72 ft; thence N26 deg 11 min 43 sec E, 26.59 ft; thence N57 deg 21 min 58 sec W, 25.47 ft; thence N28 deg 20 min 37 sec E, 54.78 ft; thence S75 deg 56 min 38 sec E, 311.70 ft; thence n33 deg 02 min 55 sec E, 255.54 ft thence S53 deg 33 min 58 sec E, 122.36 ft; thence S44 deg 45 min 34 sec E, 97.47ft; thence S28 deg 36 min 57 sec E, 95.74 ft; thence S09 deg 27 min 36 sec E, 243.52 ft; thence S02 deg 18 min 44 sec E, 136.51 ft; thence S03 deg 24 min 49 sec W, 59.66 ft; thence S00 deg 12min 36 sec W, 86.99 ft; thence S42 deg 16 min 25 sec E, 213.92 ft; thence S19 deg 00 min 43 sec W, 243.14 ft; thence S45 deg 26 min 52 sec W, 309.84 ft; thence S66 deg 47 min 35 sec W, 302.74 ft; thence n89 deg 48 min 02 sec W, 139.41ft ;thence N57 deg 05 min 59 sec W, 550.63 ft; thence N49 deg 07 min 09 sec W, 24.77 ft to the Point of Beginning, containing 32.76 acres, more or less, and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any "Ski Hill Facilities"

#### Opal lake Park

A parcel of land on part of the South ½ of Section 1, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, described as: Commencing at the South ¼ corner of said section 1; thence N00 deg 21 min 15 sec W, 799.5ft along the N½ ¼ line of said Section 1 to the POINT OF BEGINNING; thence N45 deg 41 min 00 sec W, 76.0ft to the NE corner of Lot 1108 of Michaywé No.4 as recorded in Liber 4, Pages 3-9 of Plats, Otsego County Records; thence N71 deg 36 min 30 sec W, 150.00ft along the North line of said Lot to its NE corner, thence N18 deg 23 min 30 sec E, 28.96 ft and along a curve to the right 232.21ft, said curve having a radius of 1971.02ft, central angle of 6 deg 45 min 00sec and long chord of N21 deg 46 min E, 232.09ft along the Easterly line of Michaywe Drive to a point on the Southerly line of Opal lake Road extended; thence S54 deg 51 min 30 sec E, 74.2 ft and along a curve to the left 479.78ft, said curve having a radius of 433.8ft, central angle of 63 deg 22 min 09 ft and long chord of N83 deg 27 min 30 sec E, 455.7ft along said line to the SW corner of Lot 1 of Block 18 of OPAL LAKE SUBDIVISION as recorded in Liber 1, Pages 58-59 of Plats, Otsego County Records; thence S58 deg 29 mi E, 104.9ft along the Westerly line of said Lot 1 to its SE corner, thence S56 deg 48 min 44 sec E, 26.83 ft; thence along a traverse line of OPAL LAKE the following Five (5) course: 1) S47 deg 50 min W, 88.64 ft; 2) S35 deg 52 min 40 sec W, 162.35 ft; 3) S16 deg 28 min 50 sec W, 108.05ft; 4) S05 deg 43 min 10 sec W, 99.95ft; 5) S17 deg 32 min 45 sec W, 109.09ft; thence N61 deg 45 min W, 174.81ft; thence N45 deg 41W, 189.3ft to the Point of Beginning, containing 4.62 acres more or less having full riparian rights to Opal Lakes. Also a parcel of land lying between the Subdivision of Opal Lake as recorded in Liber 1, Pages 58-59, Otsego County Records and the shore line of OPAL LAKE described as BEGINNING at the SE corner of Lot 14, Bloke 18 in said Plat; thence N62 deg 06 min 47 sec W, 7.88ft along the South line of said Lot 14; thence S21 deg 07 min 21 sec W, 27.29ft to the shore of Opal Lake; thence S72 deg 59 min 00 sec E, 11.70ft; thence N12 deg 50 min 00 sec E, 25.80ft to the Point of Beginning, containing 259 sq. ft and having full riparian rights to Opal Lake together with that part of SE ¼ of Section 1, lying Northerly of relocated Opal Lake Road and Easterly of Michaywe No.8 as recorded in Liber 4, Pages 58-59 of Plats, Otsego County Records and that part of the North ½ of the South ½ of the SE ¼ of said Section 1 lying Northerly of relocated opal Lake Road and Westerly of "Opal Lake Subdivision: and as recorded in Liber 1, pages 58-59, Otsego County Records, containing 1.7 acres more or less.

#### PARKS, "GREEN SPACE," AND MISCELLANEOUS LANDS

##### Lot 754

Lot 754, Michaywe No.3, part of the East ½ of Section 33, and part of the West ½ and the Southwest ¼ of the Southeast ¼ of section 34, T30N-R3W, Otsego County, Michigan, as recorded in Liber 3 of Plats, pages 213 through 223, inclusive, Bagley Township, Otsego County Records. "Lot 745," and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

##### Platted Parks

Maple Tree Park, Cherry Log Park, Birch Park, Spruce Tree Park, Beech Tree park, Pine Tree park and Aspen Park located in Michaywé No.2, part of the East ½ of section 3, the West ½ and the Southeast ¼ of Section 2, town 29 North, Range 3 west, Otsego lake Township, Otsego County, Michigan, as defined and recorded in Liber 3 of Plats, pages 151 through 165 inclusive, Otsego Country records, subject to Proprietors Certificate and other conditions on the plats and to easements of record, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

Cheyenne park, Comanche Park, Straight Arrow Park, Chippewa Park and Potawatomi Park located in Michaywe No.3, par of the East ½ of Section 33, and part of the West 1/2 , and the Southwest ¼ of the Southeast ¼ of Section 34, town 30 North, range 3 west, Otsego County, Michigan, as defined and recorded in Liber 3 of Plats, pages 213 through 223 inclusive, Bagley Township, Otsego County records, subject to Proprietor's Certificate and other conditions on the plats and to easements of record, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

Aspen Park located in Michaywe No.6, part of the East ½ of Section 2, and part of the Southwest ¼ of Section 1, Town 29 North, Range 3 West, Otsego Lake Township, Otsego County Michigan, as defined and recorded in Liber 4, of Plats, Page 24-31 inclusive, Otsego County Records, subject to Proprietor's Certificate and other conditions on the plats and to easements of record, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

Robin Park, Partridge Park and Quail Park located in Michaywe No.13, part of the Southeast ¼ of Section 2, part of the East ½ of Section 11, and part of the Northwest ¼ of Section 12, Town 29 North, Range 3 West of Michaywe No.2, Otsego Lake Township, Otsego County, Michigan, as defined and recorded in Liber 4 of Plats, pages 70-78 inclusive, Otsego County Records, subject to Proprietor's Certificate and other conditions on the plats and to easements of record, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

Alpine Park located in Michaywe No.15, part of the North ½ of Section 11, and part of the Southwest 1.4 of Section 2, Town 29 North, Range 3 West, Otsego Lake Township, Otsego County, Michigan, as defined and recorded in Liber 4 of Plats, pages 95-99 inclusive, Otsego County Records, subject to Proprietor's Certificate and other conditions on the plats and to easements of record, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

Sandpiper Park located in Michaywe No.14, part of East ½ and part of the North ½ of Section 11, Town 29 North, Range 3 West, Otsego Lake Township, Otsego County, Michigan, as defined and recorded in Liber 4 of Plats, pages 81-87 inclusive, Otsego County Records, subject to Proprietor's Certificate and other conditions on the plats and to easements of record, and excluding all gas, oil and mineral rights reserved, assigned or conveyed to others, if any.

##### Narrow Strip of Land Between Michaywe No.12 and Lake Golf Course

A parcel of land on part of the SE ¼ of Section 34, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: Commencing at the SE corner of said Section 34; thence S85 deg 50 min 36 sec W, 255.18ft to the NW corner of Lot 50 of the Plat of Michaywe No.1, as recorded in Liber 3, pages 99-104, Otsego County Records, and POINT OF BEGINNING; thence N55 deg 53 min 17 sec W, 20.59ft to the NE corner of

Lot 1473 of the Plat of Michaywe No.12, as recorded in Liber 4, Pages 67.69, Otsego County Records; thence along the recorded Plat of Michaywe No.12, as recorded in Liber 4, Pages 67-69, Otsego County Records; thence along the recorded plat of Michaywe No.12, the following eight (8) courses: 1) N56 deg 11 min 23 sec W, 205.00ft; 2) N45 deg 19 min 09 sec W, 169.87 ft; 3) N14 deg 43 min 55 sec W, 171.60ft; 4) N10 deg 17 min 15 se E, 443.81ft; 5) N00 deg 22 min 25 sec E, 262.21 ft; 6) N58 deg 20 min 35 sec W, 101.24 ft; 7) N31 deg 28 min 00 sec E, 130.00 ft; 8) 115.06 ft along a curve to the right, said curve having a radius of 266.00 ft, a delta angle of 24 deg 47 min, a long chord of 114.16 ft, bearing N46 deg 08 min 30 sec W; thence N58 deg 45 min 23 sec E, 1.94 ft; thence S46 deg 06 min 30 sec E, 115.33ft; thence S31 deg 30 min 00 sec W, 129.61 ft; thence S58 deg 18 min 35 sec E, 121.72ft; thence S06 deg 37 min 28 sec E, 132.77 ft; thence S37 deg 44 min 10 sec E, 163.22 ft; thence S23 deg 00 min 22 sec W, 303.69 ft; thence S14 deg 27 min 05 sec W, 174.31 ft; thence S20 deg 25 min 50 sec E, 107.14 ft; thence S41 deg 27 min 05 sec E, 360.11 ft; thence S42 deg 30 min 31 sec E, 32.57 ft to the Point of Beginning, and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

Narrow Strip of Land West of Michaywe No. 14

A parcel of land on part of Section 11, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: BEGINNING at the South ¼ corner of said Section 11; thence N01 deg 01 min 42 sec W, 1676.00 ft along the North-South ¼ line of said Section 11; thence along the line of Michaywe No. 14, the following four (4) courses: 1) S15 deg 04 min 57 sec E, 428.64 ft; 2) S10 deg 05 min 42 sec W, 220.37 ft; 3) S01 deg 17 min 51 sec E, 254.65 ft; 4) S02 deg 41 min 10 sec W, 791.18 ft to the Point of Beginning, containing 1.70 acres, more or less, and being subject to a 33.0 ft easement for Highways purposes over and across the Southerly 33.0 ft thereof and also subject to any other easement or restriction of record in the Otsego County Records, if any and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

Northstar Parcel

A parcel of land on part of the SW ¼ of Section 35, T30N-R3W, Bagley Township, Otsego County, Michigan, described as: Commencing at the SW corner of said Section 35; thence S89 deg 22 min 00 sec E, 875.60 ft along the South line of said Section 35 to the Westerly right-of-way of Northstar Road; thence along said Westerly right-of-way the following five (5) courses: 1) N09 deg 08 min 00 sec E, 174.75ft; 2) 308.15 ft along a curve to the right, said curve having a radius of 931.71 ft, a delta angel of 18 deg 57 min, a long chord of 306.48 ft, bearing N18 deg 36 min 30 sec E; 3) N28 deg 05 min 00 sec E, 80.90ft; 4) 142.81 ft along a curve to the right, said curve having a radius of 312.51 ft, a delta angle of 26 deg 11 min, a long chord of 141.46 ft, bearing gN41 deg 10 min 30 sec E; 5) N54 deg 16 min 00 sec E, 143.50 ft to the Westerly right-of-way of Opal Lake Road; thence 97.94 ft along a curve to the right, said curve having a radius of 517.50 ft, a delta angle of 10 deg 50 min 45 sec, a long chord of 97.70 ft, bearing N26 deg 39 min 22 sec W; thence N21 deg 17 min 00 sec W, 535.38 ft; thence S88 deg 54 min 00 sec E, 86.48 ft to the POINT OF BEGINNING; thence S88 deg 54 min00 sec E, 250.00ft; thence S38 deg 42 min 36 sec E, 276.58 ft to the NW corner of Lot 11 of the Plat of Michaywe No.1, as record in Liber 3, Pages 99-104, Otsego County of Records; thence along the recorded Plat of Michaywe No. 1 the following three (3) courses: 1) S22 deg 08 min 00 sec W, 129.65ft; 2) S13 deg 15 min .00 sec E, 195.00 ft; 3) S48 deg 09 min 00 sec W, 160.50ft to the Easterly right-of-way of Opal Lake Road; thence 205.84 ft along a curve to the right, said curve having a radius of 437.50 ft, a delta angle of 26 deg 57 min 30 sec, a long chord of 204.00 ft, bearing N34 deg 42 min 45 sec W; thence N21 deg 14 min 00 sec W, 502.52 ft to the Point of Beginning, "Northstar Parcel," and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

And all of the above lands are subject to easements, restrictions and other reservations of record.

OTHER LANDS

Lot 1343

Lot 1343, Michaywe No.6, part of the East ½ of Section 2, and part of the Southwest ¼ of Section1, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, as recorded in Liber 4 of Plats, Pages 24-31, inclusive, Otsego County Records. "Lot 1343," and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

Whispering Lake

A parcel of land on part of Section 2, T29N-R3W, Otsego Lake Township, Otsego County, Michigan, also descried as: Commencing at the East ¼ corner of said Section 2; thence N84 deg 39 min 15 sec W, 413.09ft; thence N05 deg 00 min 30 sec W, 125.95 ft; thence N00 deg 55 min 30 sec W, 85.00ft; thence S88 deg 54 min 32 sec W, 34.92 ft; thence S30 deg 43 min 30 sec W, 149.41 ft to the NW corner of Lot 1393, Plat of Michaywe No.9 and POINT OF BEGINNING; thence following along the boundary of said Michaywé No.9, they following eleven (11) courses: 1) S30 deg 43 min 30 sec W, 26.33 ft; 2) S74 deg 40 mi 18 sec W, 132.14 ft; 3) S64 deg 55 min 34 sec W, 65.00 ft; 4) N86 deg 23 min 14 sec W, 75.00 ft; 5) N54 deg 49 min 26 sec W, 85.00 ft; 6) North 65.00 ft; 7) N35 deg 42 min 35 sec W; 185.00 ft; 8) N55 deg 40 min 19 sec W, 379.66 ft; 9) N46 deg 11 min 43 sec W, 131.20 ft; 10) N59 deg 04 min 00 sec W, 219.81 ft; 11) N51 deg 12 min 30 sec W, 145.00 ft; thence N25 deg 32 min 26 W, 132.40 ft; thence N40 deg 34 min 55 sec E, 151.00 ft; thence S73 deg 47 min 55 se E, 310.87 ft; thence S51 deg 20 min 08 sec E, 128.06 ft; thence S35 deg 31 min 16 sec E, 86.02 ft; thence S29 deg 25 min 12 sec E, 132.16 ft; thence S66 deg 03 min 26 sec E, 289.81 ft; thence S41 deg 40 min 20 sec E, 441.55ft; thence S20 deg 58 min 54 sec E, 136.43 ft to the Point of Beginning. "Whispering Lake" and excluding all gas, oil, and mineral rights reserved, assigned or conveyed to others, if any.

And all of the above lands are subject to easements, restrictions and other reservations of record.

Land situated in the Township of Otsego Lake, County of Otsego, State of Michigan, described as follows:

Parcel D:

A parcel of land on part of the North ½ of Section 2, Town 29 North, Range 3 West, Otsego Lake Township, Otsego County, Michigan, described as: Commencing at the Northwest corner of said Section 2; thence S89 deg 22 min 00 sec E, 2806.15 ft along the North line of said Section 2; thence S02 deg 38 min 07 sec E, 82.18 ft to the South line of Opal Lake Road and Point of Beginning; thence S01 deg 27 min 10 sec E, 200.00ft; thence West, 233.62 feet; thence North, 172.43 feet; thence along the South line of Opal Lake Road the following two (2) courses: 1)

198.20 feet along a curve to the left, said curve having a radius of 517.50 ft, a delta angle of 21 deg 56 min 36 sec, a long chord of 196.99 ft, bearing N84 deg 44 min 27 sec E; 2) N73 deg 44 min 58 sec E, 33.74 ft to the Point of Beginning.

Parcel E:

A parcel of land on part of the North ½ of Section 2, Town 29, North, Range 3 West, Otsego Lake Township, Otsego County, Michigan, described as: Commencing at the Northwest corner of said Section 2; thence S89 deg 22 min 00 sec E, 2806.15ft, along the North line of said Section 2; thence S02 deg 38 min 07 sec E, 282.18ft; thence West 233.62 feet; thence South, 175.94 ft to the Point of Beginning; thence S16 deg 14 min 05 sec E, 180.92 ft; thence S40 deg 48 min 58 sec W, 50.00 ft; thence N50 deg 56 min 10 sec W, 200.62 ft along a meander line of Lake Michaywe; thence N58 deg 18 min 36 sec E, 162.03 feet to the Point of Beginning.

Front Entrance Parcel

Land in the Township of Bagley, County of Otsego, State of Michigan, described as:

LEGAL DESCRIPTION FOR WEST SIDE OF MICHAYWE DRIVE

A parcel of land on the Northeast ¼ of Section 33, Town 30 North, Range 3 West, Bagley Township, Otsego County, Michigan, described as: Commencing at the Northeast corner of said Section 33; thence N89 deg 37 min 20 sec W, 380.33 ft; thence 414.72 ft along a curve to the left, said curve having a radius of 1273.24 ft, a delta angle of 18 deg 39 min 45 sec, along chord of 412.89 ft, bearing S74 deg 32 min 29 sec W; thence S65 deg 18 min 22 sec W, 55.45 ft; thence 245.51 feet along a curve to the right, said curve having a radius of 818.51 ft, a delta angle of 17 deg 11 min 09 sec, a long chord of 244.59 ft, bearing S73 deg 53 min 57 sec W; thence S09 deg 20 min 21 sec E, 50.02 Ft to the Point of Beginning; thence 70.31 feet along a non-tangent curve to the left, said curve having a radius of 868.51 feet, a delta angel of 4 deg 38 min 17 sec, along chord of 70.29 ft, bearing N80 deg 04 min 03 sec E; thence 113.41 ft along a non-tangent curve to the right, said curve having a radius of 230.73 ft, a delta angle of 28 deg 09 min 47 sec, a long chord of 112.27ft, bearing S43 deg 31 min 03 sec E; thence S50 deg 01 min 56 sec E, 72.99 ft; thence S55 deg 02 min 44 sec W, 212.04 ft; thence S19 deg 14 min 15 sec E, 160.15 ft; thence S71 deg 07 min 54 sec W, 369.32ft; thence S73 deg 40 min 01 sec W, 320.66 ft; thence 665.97 feet along a curve to the right, said curve having a radius of 5614.58 ft, a delta angel of 6 deg 47 min 46 sec, along chord of 665.58 ft, bearing N13 deg 24 min 27 sec W; thence N89 deg 49 min 28 sec E, 158.90 ft; thence S89 deg 05 min 38 sec E, 153.21 ft; thence S00 deg 54 min 14 sec W, 315.05 ft; thence S89 deg 05 min 46 sec E, 280.00 ft; thence N81 deg 43 min 04 sec E, 140.47 ft; thence N00 deg 54 min 14 sec E, 252.21 feet to the Point of Beginning

LEGAL DESCRIPTION FOR EAST SIDE OF MICHAYWE DRIVE

A parcel of land on a part of the Northeast ¼ of Section 33, Town 30 North, Range 3 West, Bagley Township, Otsego County, Michigan, described as: Commencing at the Northeast corner of said Section 33; thence N89 deg 37 min 20 sec W, 380.33ft thence S00 deg 58 min 28 sec E, 205.75 ft to the Point of Beginning; thence S00 deg 58 min 20 sec E, 148.73 ft; thence S10 deg 07 min 59 sec E, 52.21 ft; thence S63 deg 09 min 07 sec E, 67.54 ft; thence N80 deg 07 min 53 sec E, 17.28 ft; thence S66 deg 18 min 27 sec E, 146.05 ft; thence S00 deg 17 min 39 sec W, 405.01 ft; thence N55 deg 29 min 51 sec W, 834.48 ft; thence continuing n55 deg 29 min 51 sec W, 21.68; thence 291.50 feet along a curve to the right, said curve having a radius of 333.25 feet, a delta angle of 50 deg 07 min 04 sec, a long chord of 282.30 ft, bearing N32 deg 27 min 11 sec W; thence 35.81 ft along a curve to the left, said curve having a radius of 818.51 ft, a delta angle of 2 deg 30 min 24 sec, a long chord of 35.81 ft, bearing N66 deg 33 min 34 sec E; thence N65 deg 18 min 22 sec E, 55.45 ft; thence 92.09 feet along a curve to the right, said curve having a radius of 1273.24 feet, a delta angle of 4 deg 08 min 38 sec, a long cord of 92.07 ft, bearing N67 deg 16 min 56 sec E; thence S19 deg 48 min 48 sec E, 91.00 ft; thence S58 deg 08 min 45 sec E, 117.15ft; thence S89 deg 25 min 52 sec E, 43.10 ft; thence N83 deg 20 min 29 sec E, 144.04 feet; thence N84 deg 50 min 59 sec E, 24.93 ft to the Point of Beginning.

Pursuant to the Judgment of Otsego County Circuit Court Case No. 93-5492-NZ, Recorded in Liber 450, Page 449-590, and Dated 2-29-2000.

Other Miscellaneous Properties

Parcel N2A: 69-090-002-100-005-01

COMM AT N 1/4 COR OF SEC, TH N89DEG W 85 FT TO POB TH S7DEG W 22.44 FT, TH ALG CURVE OF RD TO RIGHT 69.91FT, TH S89DEG E 68.77 FT TO POB SEC 2 T29N R3W PART OF PARCEL 5 JUST BELOW BAGLEY LINE

Parcel N2C: 69-090-002-100-020-01

COM AT NW COR S89D 22M 00S E 3462.46 FT ALG N LN T TO POB, S89D 22M 00S E 522.57 FT, S40D 19M 57S E 5 50.09 FT, S32D 24M 57S E 400.22 FT, S88D 06M 03S E 52.86 FT, S27D 41M 00S E 85.48 FT, S05D 25M 06S W 41.40 FT, S25D 45M 56S W 165.48 FT, S43D 45M 49S W 102.52 FT, S35D 06M 06S W 80.81 FT, S21D 48M 41S W 102.64 FT, S08D 56M 47S W 104.60 FT, S52D 13M 25S W 25.07 FT, S23D 44M 11S W 36.55 FT, TH 341.57 FT ALG CURVE TO RT RAD OF 976.35 FT ANG OF 20D 02M 40S LONG CHORD OF 339.83 FT BEARS 34D 16M 24S W, N24D 14M 39S W 235 FT, 332.68 FT ALG CURVE LEFT RAD 332.68 FT ANG OF 27D 14M 48S LONG CHORD OF 329.55 FT BEARS N37D 52M 34S W, N51D 34M 00S W 237.23 FT ALG PLAT OF MICHAYWE #1, N38D 46M 00S E 165 FT, N51D 14M 00S W 7.60 FT TO POB CONT 10.83 AC M/L SEC 2 T29N-R3W 01 NEW TO ROLL PART OF HOLE 11 & 12

Parcel Y: 69-090-002-200-001-00

COM AT NE COR S00D 54M 34S E 775 FT ALG E SIDE, S89D 05M 26S W 392.99 FT ALG S LN OF MICHAYWE FAIRWAYS #1, S08D 25M 56S W 68.83 FT TO POB, N89D 05M 26S E 150 FT, S28D 25M 56S W 644.23 FT, N61D 36M 32S W 110.76 FT, N16D 35M 22S W 28.27 FT N28D 25M 56S E 550.82 FT TO POB CONT 1.82 AC M/L 01 NEW TO ROLL SEC 2 T29N-R3W

Parcel Z: 69-090-002-200-002-00

COM AT NE COR S00D 54M 34S E 773 FT ALG E SIDE, S89D 05M 26S W 468.70 FT ALG S LN OF MICHAYWE FAIR WAYS #1, S28D 25M 56S W 117.29 FT TO POB, N28D 25M 56S W 151.70 FT, S73D 20M 42S W 28.33 FT, N61D 36M 32S W 75.66 FT, N30D 59M 36S E 38.39 FT, N50D 26M 13S E 143.96 FT, S61D 34M 04S E 40 FT TO POB CONT .28 AC M/L SEC 2 T29N-R3W 01 NEW TO ROLL

Parcel RUV Park: 69-090-011-400-005-01

SE 1/4 EXC PLATS OF MICHAYWE NO.13 & 14 & EXC PLAT OF MICHAYWE HILLS NO.1 SEC 11 T29N R3W

Parcel A4: 69-010-033-100-005-04

COMM @ NE COR, TH N89°37'20"W 380.33, TH ALG CURVE TO L 414.72', RAD 1273.24', ANG 18°39'45", LC S74°32'29"W 412.89', TH S65°18'22"W 55.45', TH ALG CURVE TO R 245.51', RAD 818.51', ANG 17°11'09", LC S73°53'57"W 244.59', TH S09°20'21"E 50.02' FOR POB, TH ALG CURVE TO L 70.31', RAD 868.51', ANG 04°38'17", LC N80° 04'03"E 70.29', TH ALG CURVE TO R 113.41, RAD 230.73', ANG 28°09'47", LC S43°31'03"E 112.27', TH S50°01'56"E 72.99', TH S55°02'44"W 212.04', TH S19°14'15"E 160.15', TH S71°07'54"W 369.32', TH S73°40'01"W 320.66', TH ALG CURVE TO R 665.97', RAD 5614.58', ANG 06°47'46", LC N13°24'27"W 665.58', TH N89°49'28"E 158.90', TH S89°05'38"E 153.21', TH S00°54'14"W 315.05', TH S89°05'46"E 280.00', TH N81°43'04"E 140.47', TH N00°54'14"E 252.21 TO POB. SEC 33, T30N-R3W.

Parcel A5: 69-010-033-100-005-05

COMM @NE COR, TH N89°37'20"W 380.33, TH S00°58'28"E 205.75' FOR POB, TH S00°58'20"E 148.73', TH S10°07'59"E 52.21', TH S63°09'07"E 67.54', TH N80°07'53"E 171.28', TH S66°18'27"E 146.05', TH S00°17'39"W 405.01', TH N55°29'51"W 834.48', TH N55°29'51"W 21.68', TH ALG CURVE TO R 291.50', RAD 333.25', ANG 50°07'04", LC N32°27'11"W 282.30', TH ALG CURVE TO L 35.81', RAD 818.51', ANG 02°30'24", LC N66°33'34"E 35.81', TH N65°18'22"E 55.45', TH ALG CURVE TO R 92.09', RAD 1273.24' ANG 04° 8'38", LC N67°16'56"E 92.07', TH S19°48'48"E 91.00', TH S58°08'45"E 117.15', TH S89°25'52"E 43.10', TH N83°20'29"E 144.04', TH N84°50'59"E 24.93' TO POB. SEC, T30N-R3W.

Parcel G1: 69-010-034-200-030-00

COMM @ NW COR, TH S00°17'30"W 443.33' FOR POB, TH S66°18'36"E 31.03, TH S41°43'21"E 172.55', TH S6156'41"E 347.55', TH S43°02'31"E 246.78', TH S83°59'29"E 124.59', TH S18°04'25"W 200.52, TH ALG CURVE TO R 45', RAD 247.18' ANG 10°25'53", LC S32°25'19"W 44.94', TH N51°254'17"W164.72', TH S36°30'00"W 90', TH S48°23'00"W 127.46', TH ALG CURVE TO L 450.01', RAD 1682.37', ABG 15°19'32", LC N45°29'36"W 448.67', TH N55°30'00"W 73.52', TH N00°17'30"E 424.81' TO POB. SEC 34, T30N-R3W.

Parcel G2: 69-010-034-200-035-02

COMM @ NW COR, TH S39°17'34"E 1277.46' FOR POB, TH S78°57'42"E 154.83', TH S45°31'09"E 200.4', TH S55°43'09"E 151.20', TH S85°52'09"E 74.20', TH S51°11'09"E 108.70', TH S21°53'01"E 293.03', S2424'51"W 103.20', TH S2203'51"W 99.50', TH S1722'01"E 186.06', TH S5812'09"E 61.40', TH S4719'09"E 64.90', TH S7356'09"E 65', TH S5306'09"E 82', TH S44°31'09"E 73.40', TH N82°59'51"E 208.90', TH S58°08'09"E 108.90', TH S25°48'27"W 232.43', TH N63°33'34"W 156.80', TH N58°45'23"W 798.09', TH N42°08'00"E 220', TH N59°51'33"W 148.60', TH ALG CURVE TO L 206.29', RAD 85', ANG 139°03'10", LC N37°28'13"W 159.26', TH N39°50'30"W 210', TH N42°50'30"W 203.16', TH N45°50'30"W 58.01', TH N19°46'38"E 215.53' TO POB. SEC 34, T30N-R3W.

Parcel K: 69-010-034-400-045-00

COMM @ SE COR, TH S85°59'36"W 255.18' FOR POB, TH N55°53'17"W 20.59', TH N56°11'23"W 205', TH N45°19'09"W 169.87', TH N14°43'55"W 171.60', TH N10°17'15"E 443.81', TH N00°22'25"E 262.21', TH N58°20'35"W 101.24', TH N31°28'00"E 130', TH ALG CURVE TO R 115.06', RAD 266', ANG 24°47', LC N46°08'30"W 114.16', TH N58°45'23"E 1.94', TH S46°06'30"E 115.33', TH S31°44'10"E 163.22', TH S41°27'05"E 360.11', TH S42°30'31"E 32.57', TO POB. SEC 34, T30N-R3W.

Parcel N2B: 69-010-035-300-025-02

COMM @ SW COR, TH S89°22'00"E 2461.25' FOR POB, TH ALG CURVE TO RIGHT 163.79', RAD 437.50', ANG 21°27'02", LC N55°50'37"W 162.84', TH N46°18'00"E 132.08', TH N71°01'00"E 110', TH N38°01'00"E 110', TH N69°31'00"E 75', TH N15°19'30"E 130.41' TH N17°01'00"E 66', TH N72°59'00"W 30', TH ALG CURVE TO L 131.79', RAD 229.25', ANG 32°56'15", LC N89°27'12"W 129.98', TH N43°46'00"W 174.57', TH S46°46'00"W 301.48', TH N38°08'36"W 15.06', TH N53°30'00"W 15.24', TH N46°46'00"E 304.81', TH N35°18'00"W 159.86', TH N44°02'00"W 150', TH N76°08'00"W 130', TH S49°42'30"W 152.89', TH ALG CURVE TO L 144.36', RAD 281.03', ANG 29°25'52", LC N75°45'02"W 142.77', TH N30°25'11"E 230.65', TH N71°15'00"W 215', TH S79°00'00"W 235', TH N38°42'36"W 276.58', TH S89°02'18"E 1278.08', TH S36°09'45"E 362.74', TH S52°58'27"E 365.02', TH S59°17'53"E 282', TH S03°03'26"W 108.14', TH S30°29'07"E 99.92', TH

Lot 754, Michaywé No. 3: 69-011-520-000-754-00



**Revision Log**

June 25, 2011

The Membership voted to approve amended language in Article III, Section 2, Paragraph A. that requires simple majority Member approval to sell MOA owned tax exempt properties.