

1992 SEP 30 PM 4: 08

*Charles M. Padden*  
REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED OF C & O CLUB

TAX CODE # 15-52-144-015-00  
15-04-024-028-00 Pt 80

WATERFRONT PARTNERS LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 1533 North Woodward Avenue, Suite 240, Bloomfield Hills, Michigan 48304 (hereinafter sometimes referred to as "Waterfront" and sometimes referred to as the "Developer"), being the Developer of C & O Club, a condominium project established according to the Master Deed recorded in Liber 338, Pages 277 through 346, both inclusive, Charlevoix County Records, being Charlevoix County Condominium Subdivision Plan No. 64, amends the Master Deed and the Condominium Subdivision Plan under the authority reserved in Articles VII(B) and IX of the Master Deed and amends certain sections of Article VI of the Condominium Bylaws for the purpose of revising certain restrictions relating to architectural control, and the construction, maintenance and use of boat docks within the Project. OSCAR P. AND MARGARET STROUD, husband and wife, whose address is 08619 Old U.S. 31, Charlevoix, Michigan (hereinafter referred to as "Stroud") have executed this First Amendment to Master Deed to evidence their consent to the amendments contained herein.

1. The boundary lines of the Condominium Project and Units 13, 14 and 15 and certain road locations in the Condominium Project have been reconfigured as set forth on the "Replat Number 1" to the Condominium Subdivision Plan as attached hereto. All of the pages of the original Condominium Subdivision Plan (being pages 1 though 4) which were attached to the original Master Deed are amended in their entirety as set forth in the attached "Replat No. 1", and the revised boundary lines of Units 13, 14 and 15 and the boundary line of the road as shown thereon shall hereinafter represent the true boundary lines of such Units and the road.

2. Article VII(A) of the Master Deed is hereby deleted in its entirety and the following is added in lieu thereof:

"ARTICLE VII

(A) EXPANSION OF PROJECT

The Condominium Project established pursuant to the initial Master Deed of C&O Club initially consists of twenty-five (25) units. Stroud is the owner in fee simple of a parcel of real property adjacent to the Condominium Project upon which additional units may be added by Stroud, at Stroud's option and in Stroud's sole discretion, from time to time (subject only to Waterfront's prior written approval so long as Waterfront owns any Unit in the Project, which approval will not be unreasonably withheld). If all of the property owned by Stroud is so added to the Condominium Project, there could be as many as forty-six (46) units in the Condominium Project. Such additional units, if any, will be constructed upon all or some of the following described land (hereinafter sometimes referred to as the "Stroud Future Expansion Property"):

PART OF GOVERNMENT LOTS 3 AND 4 ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 8 WEST, CHARLEVOIX TOWNSHIP AND CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT A 1" IRON ROD AT THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 0°39'18" WEST ON THE WEST LINE OF

Charlevoix County Treasurer  
I hereby certify that there are no tax liens or taxes held by the State or by individuals on the land herein described in the within instrument and that all taxes due thereon have been paid for the five years preceding the date of said instrument as appears by the records in my office. This does not cover taxes in process of collection by Township, Cities or Village.  
*John S. Baker*  
John S. Baker

SAID SECTION 24 (AS MONUMENTED) (WEST LINE OF GOVERNMENT LOT 4), A DISTANCE OF 183.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY U.S.-31 AND THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 69°48'15" EAST ON SAID RIGHT-OF-WAY LINE 1449.64 FEET TO A 1/2" IRON ROD ON THE WEST 1/8TH LINE OF SAID SECTION 24 (AS MONUMENTED); THENCE SOUTH 2°28'02" WEST ON SAID 1/8TH LINE (AS MONUMENTED) 27.49 FEET TO A 3/4" IRON PIPE; THENCE SOUTH 11°42'53" EAST 172.86 FEET; THENCE SOUTH 57°59'22" WEST 714.16 FEET; THENCE SOUTHWESTERLY 535.76 FEET AROUND A 1858.36 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 46°29'08" WEST 533.91 FEET; THENCE NORTH 58°51'51" WEST 38.77 FEET TO AN IRON SPIKE; THENCE NORTH 58°47'51" WEST 256.32 FEET TO A T-IRON STAKE; THENCE NORTH 74°01'57" WEST 158.15 FEET TO THE WEST LINE OF SAID SECTION 24 (AS MONUMENTED) ( WEST LINE OF SAID GOVERNMENT LOT 4); THENCE NORTH 0°39'18" EAST ON SAID WEST SECTION LINE (WEST LINE OF GOVERNMENT LOT 4), A DISTANCE OF 246.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.71 ACRES OF LAND MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

Additionally, Waterfront (or its successors and/or assigns) may hereafter expand the Condominium Project by the addition of certain property located adjacent to the Condominium Project, upon which one (1) additional unit may be created. Such expansion shall be accomplished by Waterfront, or Waterfront's successors and/or assigns, at Waterfront's option and in Waterfront's sole discretion, from time to time (subject only to Stroud's prior written approval so long as Stroud owns any Unit in the Project, which approval shall not be unreasonably withheld). The additional unit, if any, will be constructed upon all or some of the following described land (sometimes hereinafter referred to as the "Waterfront Future Expansion Property"):

THE SOUTH EASTERLY 200 FEET OF THE FOLLOWING PROPERTY:

LAND LOCATED IN THE CITY OF CHARLEVOIX, CHARLEVOIX COUNTY, MICHIGAN, BEGINNING ON THE WEST LINE OF SECTION 24, TOWN 34 NORTH, RANGE 8 WEST, 629 FEET SOUTH OF THE WEST QUARTER POST (PLACED BY E.A. ROBINSON) OF SAID SECTION; THENCE NORTH ON SAID SECTION LINE 100 FEET; THENCE SOUTH 74°45'30" EAST 105.1 FEET; THENCE SOUTH 59°31' EAST TO THE NORTHWESTERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG SAID RAILROAD RIGHT-OF-WAY TO A POINT 100 FEET PERPENDICULARLY FROM THE LAST DESCRIBED COURSE; THENCE NORTH 59°31' WEST TO A POINT WHICH IS SOUTH 74°45'30" EAST 52.6 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74°45'30" WEST

52.6 FEET TO THE POINT OF BEGINNING; BEING A PART OF GOVERNMENT LOT 4, SECTION 24, TOWN 34 NORTH, RANGE 8 WEST.

THE ABOVE DESCRIBED LAND IS SUBJECT TO THE RIGHT OF WAY OF MERCER BOULEVARD ALONG ITS WEST BOUNDARY. THE ABOVE DESCRIPTION IS BASED ON THE ASSUMPTION THAT THE WEST LINE OF SAID SECTION 24 BEARS DUE NORTH AND SOUTH.

(The Stroud Future Expansion Property and the Waterfront Future Expansion Property shall sometimes be collectively referred to as the "Future Expansion Area"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project, may, at the option and discretion of Stroud or their heirs, representatives, successors or assigns (as to the Stroud Future Expansion Property) and at the option and discretion of Waterfront, its successors and assigns (as to the Waterfront Future Expansion Property), from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to the Project of any portion of the Future Expansion Area. The nature, appearance and location of all such additional units shall be determined by Stroud, in their sole judgment (as to the Stroud Future Expansion Property, with the prior written consent of Waterfront so long as Waterfront owns any Unit in the Project, such consent not to be unreasonably withheld) and Waterfront, in its sole judgment (as to the Waterfront Future Expansion Property, subject only to the prior written consent of Stroud so long as Stroud owns any Unit in the Project, such consent not to be unreasonably withheld). Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Stroud or their heirs, representatives, successors or assigns and/or Waterfront, its successors and assigns, as the case may be, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Stroud (as to the Stroud Future Development Property, subject to the prior written consent of Waterfront so long as Waterfront owns any Unit in the Condominium Project, which consent will not be unreasonably withheld), and within the sole judgment of Waterfront (as to the Waterfront Future Development Property, and subject to the prior written consent of Stroud so long as Stroud owns any Unit in the Condominium Project, which consent will not be unreasonably withheld). Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative value of the various units. Such amendment or amendments to the Master Deed shall also contain further definitions necessary to adequately describe and service the additional section or sections being added to the Project by such amendment. In connection with any such amendment(s), Stroud and Waterfront, as the case may be, shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII(A); provided, however, that neither Stroud nor Waterfront shall not be permitted to: (i) extend or tie the existing road system into the Stroud Future Expansion Property or to increase the use of the existing road system (except that access to the Waterfront Future Expansion Property shall be over the existing road); and/or (ii) to alter any rights or obligations relating to the

Beach Area as set forth in these Condominium Documents in connection with the addition of Units into the Project (except that the Beach Area shall be designated as a Limited Common Element for all Units in the Condominium Project, whether originally created or subsequently added into the Project on part of the Future Expansion Area). It is Stroud's responsibility to obtain and provide appropriate access from any Units created within the Stroud Future Expansion Property to a public road other than over the existing private roads contained within the Condominium Project. Neither of these restrictions shall apply to Waterfront and the Waterfront Future Expansion Property. All roads to be constructed within the Future Expansion Area must be constructed in accordance with specifications that are at least equal to the specifications of the existing road(s). All of the co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Stroud (or their heirs, representatives, successors and assigns) or Waterfront (or its successors and assigns), as the case may be, may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Stroud and Waterfront, as the case may be, and their respective heirs, representatives, successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Stroud or Waterfront to enlarge the Condominium Project beyond the area established by this Master Deed and Stroud and Waterfront, and their heirs, representatives, successors or assigns may, in their option and discretion, establish all or any portion of said Future Expansion Area as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on Stroud's or Waterfront's election to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Stroud or Waterfront to add to the Condominium Project all or any portion of the Future Expansion Area described in this Article VII(A), nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

To the extent that Stroud or Waterfront elect to add any or all of the Future Expansion Area into the Condominium Project, Stroud and Waterfront, their respective successors, heirs or assigns shall be the sole Developer as to such Future Expansion Area so added, and shall have all rights reserved in or given to the Developer under the Act and these Condominium Documents and shall be subject to all the obligations of a Developer under the Act and these Condominium Documents as to such portion of the Future Expansion Area. Notwithstanding Stroud's and Waterfront's right to consent to the expansion of the Condominium Project by the other, neither Stroud nor Waterfront will have any responsibility or liability whatsoever with regard to the development and integration of the other party's portion of the Future Expansion Area into the Condominium Project."

Wherever in the original Master Deed, rights are granted or reserved to Stroud for the benefit of the "Future Expansion Area", the Master Deed is hereby amended so that such rights inure to Stroud's benefit as to the "Stroud Future Expansion Property" and to Waterfront's benefit as to the "Waterfront Future Expansion Property", including, without limitation, the right of contraction contained in Article VII (B) of the Master Deed, the right of Co-owners of Units created in the Future Expansion Area to have access and use of the Beach Area, and the easements reserved for the benefit of the Future Expansion Area in Article VIII, Section 8 of the Master Deed.

3. The following is added as Article VIII, Section 8, Paragraph (g):

"(g) Waterfront reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads, sidewalks and walkways in the Condominium Project for the purpose of ingress and egress to and from any portion of the Waterfront Future Expansion Property described in Article VII(A), above, if, and only if, such portion of the Waterfront Future Expansion Property is added into the Condominium Project."

4. The original Master Deed provided Stroud with the right to grant easements for access and use of the Beach Area to future owners of the Stroud Future Expansion Property, whether or not such property was added into the Condominium Project. Notwithstanding anything to the contrary contained within the original Master Deed, this right shall be deleted as to any future owners of the Future Expansion Area who are not Co-owners of Units in the Condominium Project.

5. Article VIII of the original Master Deed (which is entitled "Amendment") and Article IX of the original Master Deed (which is entitled "Assignment") are hereby renumbered as Articles IX and X, respectively.

6. Article VI A - Section 3 of the Condominium By-laws is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Section 3. All plans required to be submitted pursuant hereto shall be prepared by a licensed architect or other persons satisfactory to the Review Board, and shall be prepared in a form as determined by the Review Board, from time to time. The Review Board shall be authorized to retain the services of a licensed architect to assist the Review Board in reviewing such plans, and the cost thereof shall be paid by the Co-owner requesting the review."

7. The following provision shall be added as Article VI A - Section 14 of the Condominium By-laws:

"Section 14. The Review Board shall be authorized to promulgate standards, from time to time, relating to docks to be installed by Co-owners or the Association, including, without limitation, the location, construction, material, manufacturer and color of docks."

8. Waterfront and Stroud hereby represent that as of the date hereof, no Units have been conveyed to non-developer co-owners.

9. Except as set forth in this First Amendment to Master Deed, the original Master Deed of C & O Club is hereby ratified, confirmed and redeclared.

WITNESSES:

WATERFRONT PARTNERS LIMITED PARTNERSHIP, a Michigan limited partnership

By: WATERFRONT GROUP CORPORATION, a Michigan corporation, General Partner

*Gregory T. Bryan Jr*  
GREGORY T. BRYAN JR

By: *Stuart M. Kaufman*  
STUART M. KAUFMAN  
Its: President

"Waterfront" and "Developer"

*Lynette K. Webb*  
LYNETTE K. WEBB

*Gregory T. Bryan Jr*  
GREGORY T. BRYAN JR

*Oscar P. Stroud*  
OSCAR STROUD

*Gregory T. Bryan Jr*  
GREGORY T. BRYAN JR

*Margaret Stroud*  
MARGARET STROUD

"Stroud"

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND )

On this 19<sup>th</sup> day of September, 1992, the foregoing First Amendment to Master Deed was acknowledged before me by Stuart M. Kaufman, President of WATERFRONT GROUP CORPORATION, a Michigan corporation, General Partner of WATERFRONT PARTNERS LIMITED PARTNERSHIP, on behalf of the limited partnership.

*Dorothea Helke*  
DOROTHEA HELKE, NOTARY PUBLIC  
*Charlevoix* County, Michigan  
My commission expires: 6/27/95

[Notaries and Recording Information Continued on Following Page]

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this 19<sup>th</sup> day of September, 1992, the foregoing First Amendment to Master Deed was acknowledged before me by OSCAR and MARGARET STROUD, his wife, to me known to be the persons described herein, and acknowledged that they executed the same as their free act and deed.

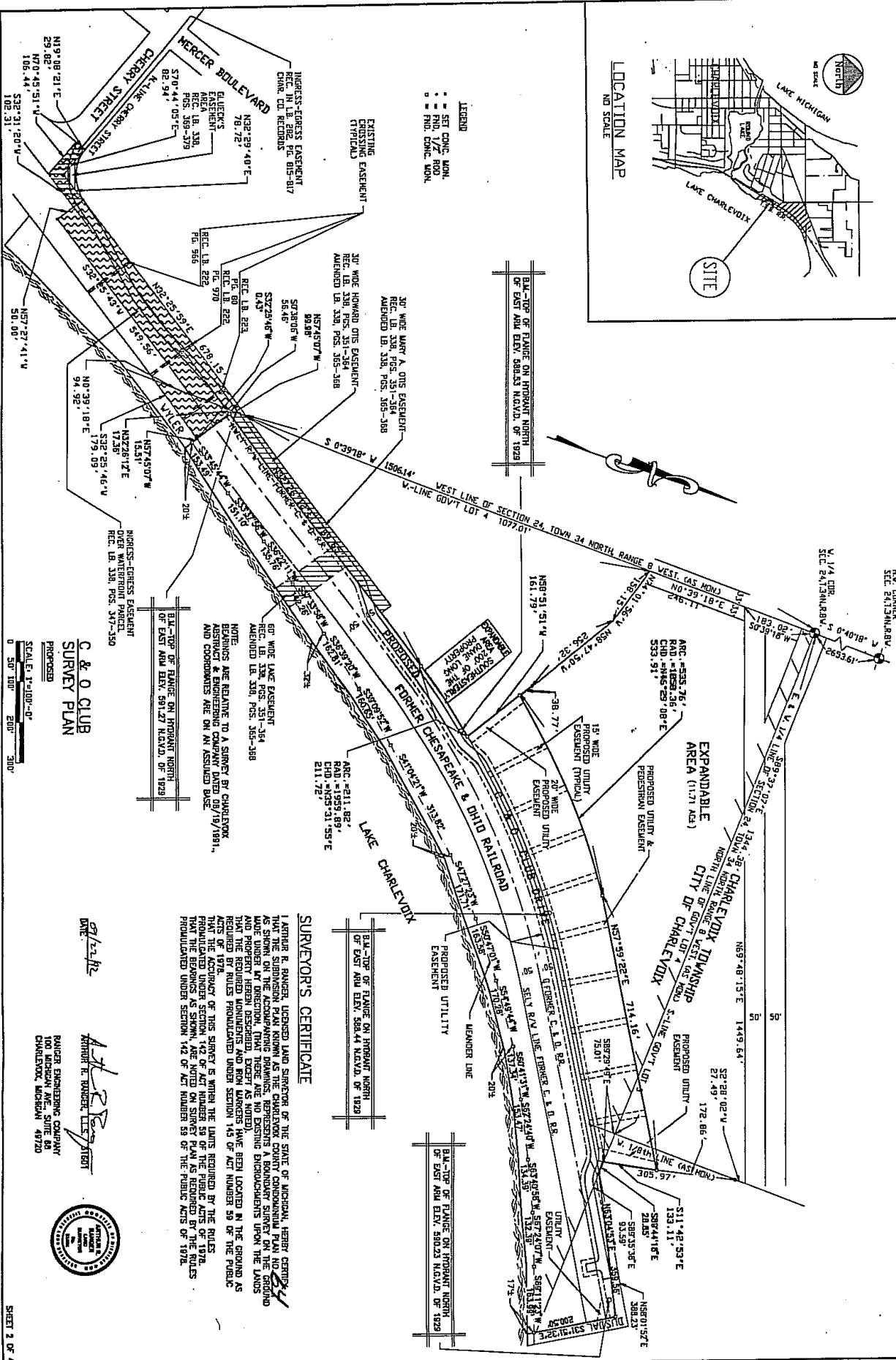
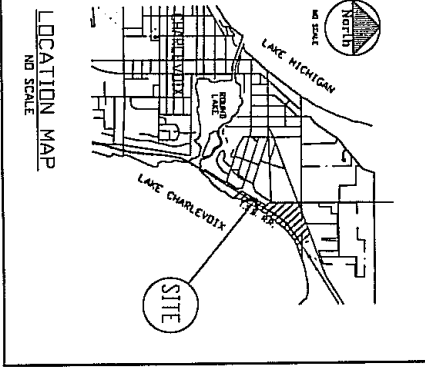
Dorothea Melbe  
\_\_\_\_\_, NOTARY PUBLIC  
By Charleux County, Michigan  
My commission expires: 6/27/95

**FIRST AMENDMENT TO  
MASTER DEED DRAFTED BY  
AND WHEN RECORDED RETURN TO:**

Dean J. Gould, Esq.  
Silver, Gould, Eizelman, Zoller,  
Upfal, Bean & Jackier  
1533 North Woodward Avenue, Suite 250  
Bloomfield Hills, Michigan 48304  
(313) 642-0500







**LEGEND**

- SET CORNER MON.
- PVD CORNER MON.
- PVD CORNER MON.

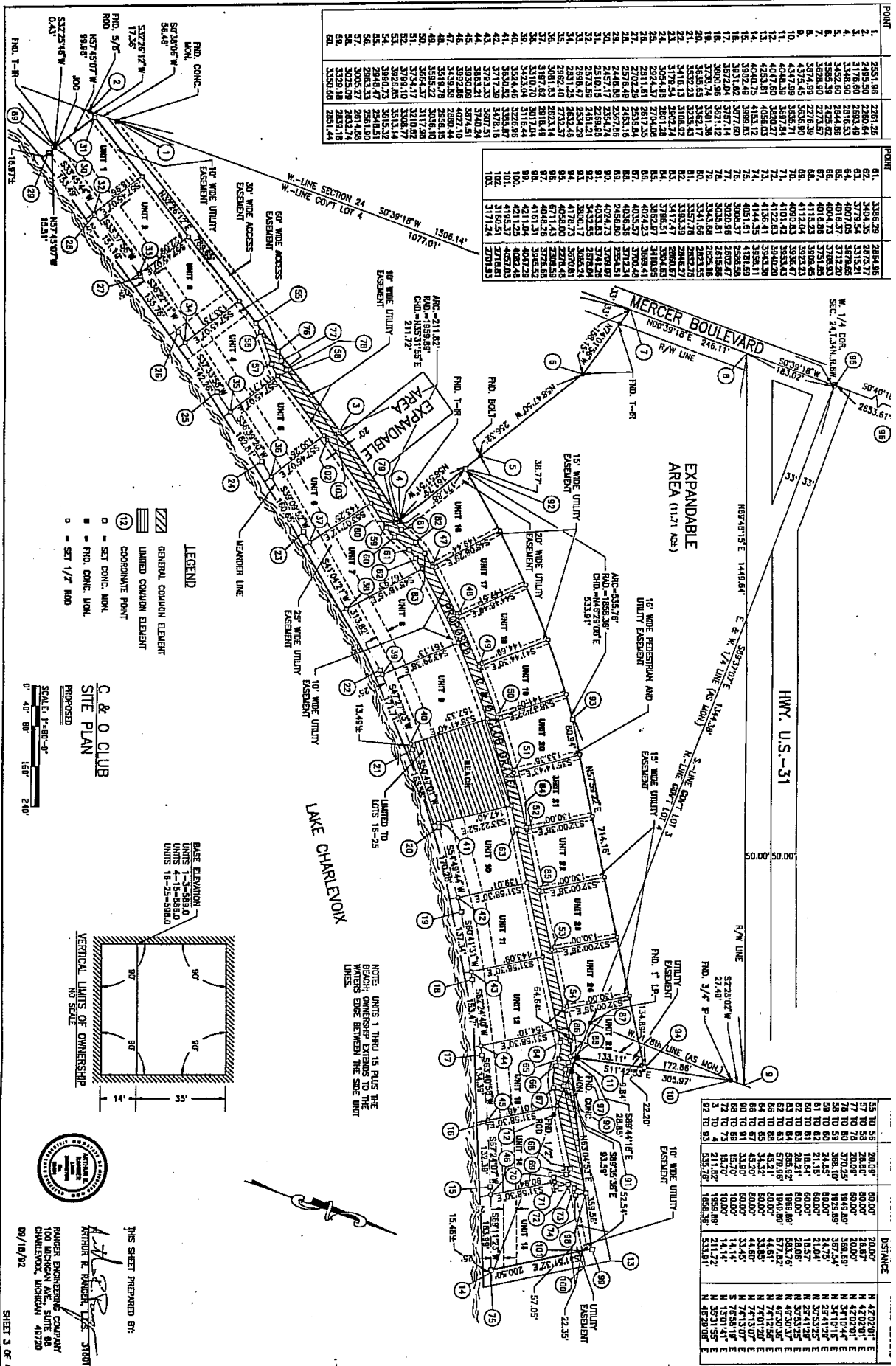
**C & O CLUB**  
**SURVEY PLAN**  
 PREPARED  
 SCALE: 1"=100'-0"  
 0 50 100' 200' 300'

**SURVEYOR'S CERTIFICATE**

I, ARNOLD R. RANGER, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN AS THE CHARLEVOIX COUNTY CONDOMINIUM PLAN NO. 204 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A BOUNDARY SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THAT THE REQUIRED MONUMENTS AND BORN MONUMENTS HAVE BEEN LOCATED IN THE MANNER AS REQUIRED BY RULES PROMULGATED UNDER SECTION 143 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.  
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.



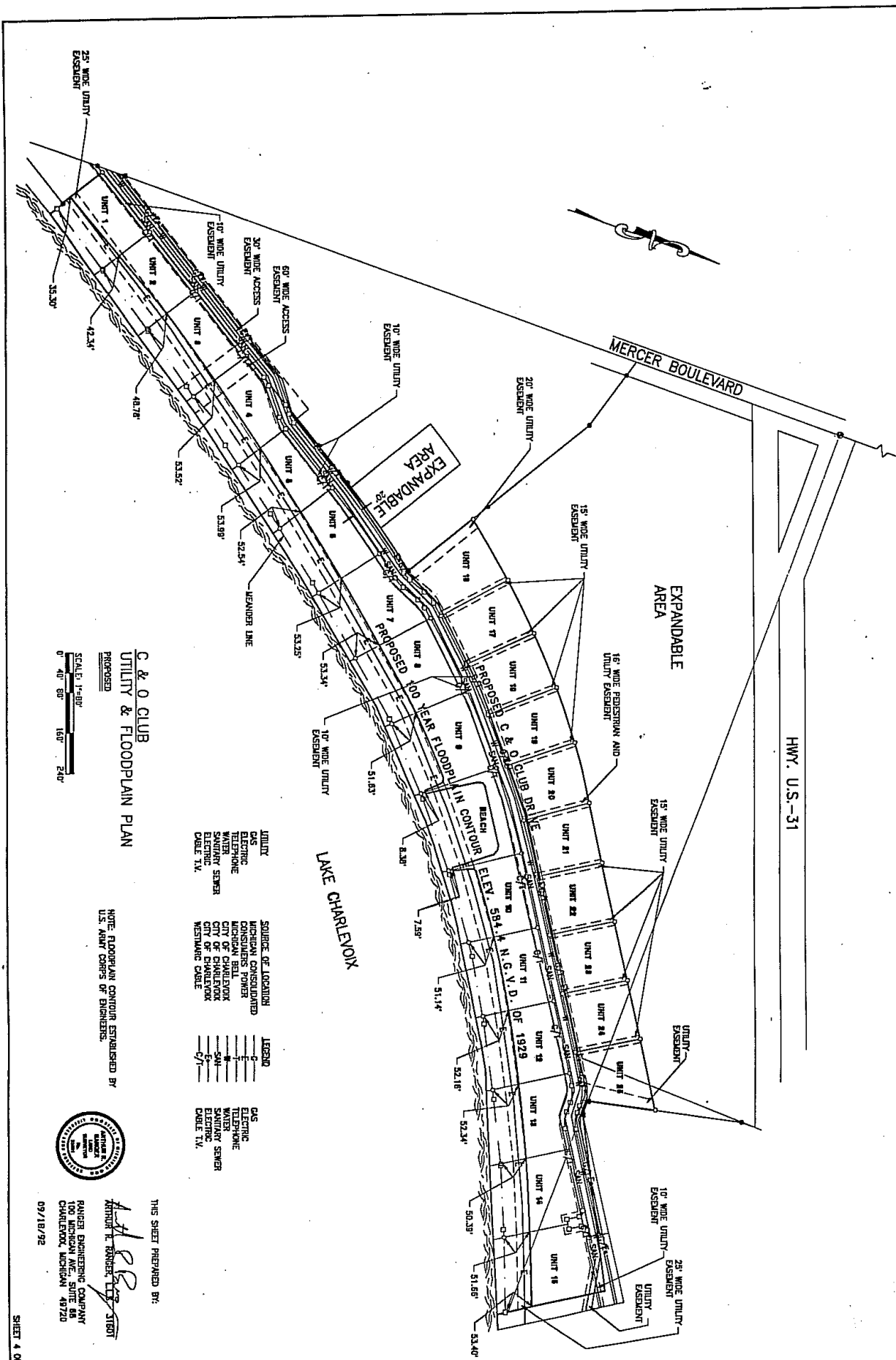
ARNOLD R. RANGER  
 RANGLER ENGINEERING COMPANY  
 100 MICHIGAN AVE., SUITE 60  
 CHARLEVOIX, MICHIGAN 49720



1	2451.68	2351.35
2	2452.50	2250.44
3	2453.60	2149.53
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99	20.05°	60.00'	20.05°
100	20.05°	60.00'	20.05°
101	20.05°	60.00'	20.05°
102	20.05°	60.00'	20.05°



**C & O CLUB  
UTILITY & FLOODPLAIN PLAN**

SCALE: 1"=80'  
0" 40' 80' 160' 240'

UTILITY	SOURCE OF LOCATION	LEGEND
GAS	MICHIGAN COMMERCE	—
ELECTRIC	MICHIGAN STATE	—
TELEPHONE	MICHIGAN BELL	—
WATER	CITY OF CHARLEVOIX	—
SEWER	CITY OF CHARLEVOIX	—
CABLE TV	MICHIGAN BELL	—

NOTE: FLOODPLAIN CONTOUR ESTABLISHED BY U.S. ARMY CORPS OF ENGINEERS.



THIS SHEET PREPARED BY:  
**ARTHUR E. RIMMER, P.E.**  
RANGER ENGINEERING COMPANY  
100 MICHIGAN AVE., SUITE 88  
CHARLEVOIX, MICHIGAN 49720  
09/18/92