

STATE OF MICHIGAN  
COUNTY OF CHARLEVOIX  
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CHARLEVOIX COUNTRY CLUB CONDOMINIUM

1991 DEC 20 PM 4:30

This Master Deed is made and executed on this 16th day of December, 1991, by CHARLEVOIX COUNTRY CLUB, INC., a Michigan Corporation, hereinafter referred to as "Developer", whose post office address is 203 Bridge Street, Charlevoix, Michigan 49720 in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

*Charles J. Baskin*  
REGISTER OF DEEDS

W I T N E S S E T H :

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Charlevoix Country Club Condominium, Charlevoix County Condominium Subdivision Plan No. 62. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by appropriate governmental authority and thereafter will be filed with Charlevoix County. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Condominium owner in the

State of Michigan, County of Charlevoix, as  
Charlevoix December 20 1991 I hereby certify that there  
are no tax liens or taxes held by the State or by individuals on the land herein de-  
scribed 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. *Janet Baskin* County Treasurer

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15-04-013-001-55  
15-04-013-002-00

Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

## ARTICLE II

### DESCRIPTION

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

In the Township of Charlevoix, Charlevoix County, Michigan; Commencing at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence North  $00^{\circ}00'31''$  West along the East line of said section 885.71 feet; thence West 719.64 feet to the point of beginning; thence South  $30^{\circ}07'20''$  West 154.48 feet; thence South  $63^{\circ}09'28''$  West 321.18 feet; thence South  $70^{\circ}37'34''$  West 191.45 feet; thence North  $39^{\circ}43'39''$  West 123.42 feet; thence on a curve to the right 120.00 feet (radius is 670.00 feet, long chord bears  $S59^{\circ}11'09''W$  119.84 feet); thence South  $27^{\circ}00'00''$  East 180.00 feet; thence South  $65^{\circ}00'00''$  West 1100.00 feet; thence North  $09^{\circ}53'06''$  West 163.85 feet; thence South  $66^{\circ}36'48''$  West 88.25 feet; thence on a curve to the left 56.81 feet (radius is 47.31 feet, long chord bears  $S32^{\circ}12'47''W$  53.46 feet); thence South  $02^{\circ}11'13''$  East 75.00 feet; thence on a curve to the right 161.33 feet (radius is 224.16 feet, long chord bears  $S18^{\circ}25'51''W$  157.87 feet); thence South  $39^{\circ}02'56''$  West 83.41 feet; thence on a curve to the left 187.51 feet (radius is 123.89 feet, long chord bears  $S04^{\circ}18'34''E$  170.12 feet); thence on a curve to the left 97.86 feet (radius is 269.02 feet, long chord bears  $S58^{\circ}05'20''E$  97.32 feet); thence North  $16^{\circ}58'29''$  East 145.59 feet; thence North  $66^{\circ}00'00''$  East 1090.00 feet; thence North  $55^{\circ}22'49''$  East 162.79 feet; thence North  $58^{\circ}24'19''$  East 151.33 feet; thence South  $24^{\circ}00'00''$  East 170.00 feet; thence South  $10^{\circ}24'00''$  East 161.37 feet; thence South  $22^{\circ}00'00''$  East 400.00 feet; thence South  $78^{\circ}00'00''$  West 650.00 feet; thence North  $43^{\circ}30'45''$  West 263.63 feet; thence North  $18^{\circ}00'00''$  West 50.00 feet; thence South  $72^{\circ}00'00''$  West 100.00 feet; thence South  $08^{\circ}00'00''$  East 240.00 feet; thence South  $75^{\circ}00'00''$  West 230.72 feet; thence North  $00^{\circ}05'00''$  East 240.41 feet; thence South  $67^{\circ}46'20''$  West 217.14 feet; thence South  $46^{\circ}38'25''$  West 376.62 feet; thence North  $00^{\circ}02'13''$  West 568.54 feet to the Northeast corner of Lot 1 of the recorded plat of FOREST RIDGE; thence South  $89^{\circ}57'47''$  West along the North line of said lot 150.00 feet to the East right of way of Old Orchard Road; thence North  $00^{\circ}00'14''$  East along said road 317.06 feet; thence North  $56^{\circ}38'17''$  East 332.59 feet; thence North  $60^{\circ}38'11''$  East 341.73 feet; thence North  $62^{\circ}46'36''$  East 1076.70 feet; thence North  $36^{\circ}21'14''$  East 129.90 feet; thence North  $50^{\circ}49'52''$  East 799.55 feet; thence North  $28^{\circ}41'45''$  East 240.88 feet; thence North  $28^{\circ}41'14''$  East 122.95 feet; thence North  $39^{\circ}28'29''$  East 100.00 feet; thence South  $03^{\circ}00'00''$  West 650.00 feet; thence South  $33^{\circ}00'00''$  West 170.00 feet; thence South  $30^{\circ}07'20''$  West 191.85 feet to the point of beginning;

retaining in Developer, its successors or assigns, the following easements, all as shown on Exhibit "B" to this Master Deed:

A non-exclusive easement for the purposes of ingress and egress and utility installation and maintenance over those portions of the

General Common Elements labeled Country Club Drive and Country Club Court, shown on said Exhibit B.

An easement on any portion of the Units abutting a golf course, if established, for golf course maintenance and ball retrieval, as shown on said Exhibit B.

A ten (10') foot easement on either side of the General Common Elements labeled Country Club Drive and Country Club Court for utility installation, maintenance and repair, as shown on said Exhibit B.

An easement for a golf cart path for golf course play and golf course maintenance in and on the General Common Elements labeled Country Club Drive and Country Club Court adjacent to Units 30, 31, 32 and 44, as shown on said Exhibit B.

and together with and subject to an easement benefiting and burdening the Condominium for utility installation, maintenance and repair by the Developer, its successors or assigns, on the following described premises:

In the Township of Charlevoix, Charlevoix County, Michigan: Commencing at the Northwest corner of Lot 1 of the recorded plat of FOREST RIDGE, Liber 2, Page 348, Charlevoix County Records; thence North 0°00'14" East along the East line of Old Orchard Road 30.00 feet to the point of beginning; thence North 0°00'14" East along said road 68.00 feet; thence East 20.00 feet; thence South 0°00'14" West 20.00 feet; thence South 75°53'15" East 180.29 feet; thence North 80°20'30" East 108.99 feet; thence on a curve to the left 31.29 feet (radius of said curve is 163.89 feet, long chord bears S06°33'58"W 31.24 feet); thence South 80°20'30" West 108.26 feet; thence North 82°01'53" West 193.87 feet to the point of beginning.

and reserving in Developer, its successors and assigns all oil, gas and mineral rights, which reservation shall not entitle or empower Developer, its successor or assigns, to disturb the surface of the Condominium for purposes of extraction of such oil, gas or minerals.

### ARTICLE III

#### DEFINITIONS

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

#### Section 1. ACT.

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

Section 2. ASSOCIATION.

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

Section 3. BYLAWS.

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

Section 4. COMMON ELEMENTS.

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

Section 5. CONDOMINIUM DOCUMENTS.

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

Section 6. CONDOMINIUM PREMISES.

"CONDOMINIUM PREMISES" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Charlevoix Country Club Condominium as described above.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT.

"CONDOMINIUM PROJECT", "CONDOMINIUM", or "PROJECT" means Charlevoix Country Club Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 8. CONDOMINIUM SUBDIVISION PLAN.

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

Section 9. CONSOLIDATING MASTER DEED.

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

Section 10. CONSTRUCTION AND SALES PERIOD.

"CONSTRUCTION AND SALES PERIOD", for the purposes of the condominium documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and

continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. CO-OWNER.

"CO-OWNER" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. DEVELOPER.

"DEVELOPER" means Charlevoix Country Club, Inc., a Michigan Corporation which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. FIRST ANNUAL MEETING.

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

Section 14. TRANSITIONAL CONTROL DATE.

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

Section 15. UNIT OR CONDOMINIUM UNIT.

"UNIT" or "CONDOMINIUM UNIT" each mean a single Unit in Charlevoix Country Club Condominium, as such space may be described in Article V, Section 1 hereof and on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B" attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached hereto

as Exhibit "A" and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. GENERAL COMMON ELEMENTS.

The General Common Elements are:

a. LAND.

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

b. IMPROVEMENTS.

All roads, unassigned parking spaces, if any, and other surface improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

c. ELECTRICAL.

The electrical transmission system throughout the Project up to the Unit boundary line.

d. TELEPHONE.

The telephone system throughout the Project up to the Unit boundary line.

e. GAS.

The gas distribution system throughout the Project, if any, up to the Unit boundary line.

f. WATER.

The water distribution system throughout the Project, if any, up to the Unit boundary line.

g. SANITARY SEWER.

The sanitary sewer system throughout the Project, if any, up to the Unit boundary line.

h. TELECOMMUNICATIONS.

The telecommunications system, if and when it may be installed, up to the Unit boundary line.

i. OTHER.

Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within

the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment, and the telecommunications system described above may be owned by local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any nor is the Association responsible for the costs of maintenance or repair of that portion of such utilities which are not general common elements.

### Section 2. LIMITED COMMON ELEMENTS.

Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements, if any, are the land so designated in Exhibit "B" to this Master Deed. All such Limited Common Elements shall be shown on amendments to the Condominium Subdivision Plan, as provided in Articles VI and VII below.

### Section 3. RESPONSIBILITIES.

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

#### a. CO-OWNER RESPONSIBILITIES.

The responsibility for, and the cost of maintenance, landscaping, repair and replacement of any and all dwelling unit exteriors, patio areas and courtyards shall be borne by the Co-owner. In connection with any amendment made by Developer pursuant to Article VI or Article VII hereof, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expenses.

#### b. ASSOCIATION RESPONSIBILITIES.

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

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

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any

manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

**ARTICLE V**

**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1. DESCRIPTION OF UNITS.**

Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Charlevoix Country Club Condominium as surveyed by Nicholas B. DeYoung and attached hereto as Exhibit "B". Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines and excluding therefrom any land. Soils may be included within the Unit.

**Section 2. PERCENTAGE OF VALUE.**

The percentage of value assigned to each Unit shall be equal. The determination that percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of the administration and the value of such Co-owner's vote at meetings of the Association. The total value of the project is one hundred (100%) percent.

**ARTICLE VI**

**CONVERTIBLE AND EXPANSION AREAS**

**Section 1. IMPROVEMENTS TO BE SHOWN.**

Not all out-buildings, driveways, sidewalks, porches, courtyards, patio areas, fences, sewers, water supply or other accessory improvements ancillary in nature or use to the residential dwellings to be constructed within the Units may have been shown on the original Condominium Subdivision Plan because it is impossible to identify and locate such accessory improvements until the architectural plans for the dwellings have been completed and the actual location of the various dwellings has been established within the perimeter of each Unit. Co-owners will be required to tie into and hook up to public water and sewer systems at their sole cost and expense. Further, Developer may install an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentation and other similar systems and improvements designed and intended to benefit the entire Project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the Condominium Subdivision Plan. Developer therefore



reserves the right to construct, install and locate any or all of the improvements identified above, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere on the General Common Elements or anywhere on that portion of the land designated as Limited Common Element and to grant such easement or easements as may be reasonably necessary or desirable to accomplish the above including easements for ingress to and egress from such improvements, as hereinafter provided. Such changes in the Condominium Project or changes in Unit location shall be given effect by an appropriate amendment or amendments to this Master Deed.

Section 2. DESIGNATION OF CONVERTIBLE AREA.

The land depicted as General and Limited Common Elements on Exhibit "B" hereto has also been designated as a Convertible Area within which, during a period ending August 31, 1997, may be constructed improvements of the type specified in Section 1 of this Article VI. Such improvements, if and to the extent constructed, may be designated Limited Common Elements appurtenant to one or more Units or General Common Elements, as determined by Developer in its discretion in light of the nature and intended use of the improvements.

Section 3. DESIGNATION OF EXPANDABLE AREA.

The Condominium Project established pursuant to the initial Master Deed of Charlevoix Country Club Condominium and consisting of forty-four (44) Units may, at the option of the Developer, be expanded to contain in its entirety three hundred (300) Units. Additional Units, if any, will be upon all or some portion of the following described premises:

In the Township of Charlevoix, Charlevoix County, Michigan:  
 Beginning at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence South 0°06'27" East along the East line of said section 1302.27 feet to the South eighth line; thence North 89°42'08" West along said eighth line 2343.48 feet to the East line of the Ivan Witthoeft property; thence North 0°05'00" East along said line 739.65 feet; thence South 67°46'20" West 217.14 feet; thence South 46°38'25" West 376.62 feet; thence North 0°02'13" West 538.54 feet to the Northeast corner of Lot 1 of the recorded plat of FOREST RIDGE; thence South 89°57'47" West along said plat 183.00 feet to the center line of Old Orchard Road; thence North 0°02'13" West along said center line 272.83 feet; thence North 47°01'04" East 45.08 feet; thence North 0°17'26" East 43.54 feet to the center line of Pa-Be-Shan Lane extended Easterly; thence North 56°38'17" East 332.59 feet; thence North 60°38'11" East 341.73 feet; thence North 62°46'36" East 1076.70 feet; thence North 36°21'14" East 129.90 feet; thence North 50°49'52" East 799.55 feet; thence North 28°41'45" East 240.88 feet; thence North 28°41'14" East 122.95 feet; thence North 39°28'29" East 513.62 feet; thence North 48°21'04" East 45.56 feet; thence South 8°23'58" East 1172.25 feet; thence North 52°32'14" East 36.54 feet to the East line of said Section 13; thence South 0°00'31" East 1056.18 feet to the point of beginning; being a part of Government Lots 1, 2 and 3, and part of the SE 1/4 of the NE 1/4 and part of the SE 1/4, all in Section 13, Town 34 North, Range 8 West; AND

In the Township of Hayes, Charlevoix County, Michigan; Beginning at the West 1/4 corner of Section 18, Town 34 North, Range 7 West; thence North 0°00'31" West along the West line of said section 1056.18 feet; thence North 52°36'09" East 471.85 feet; thence North 41°02'33" East 2264.72 feet to the North line of said section; thence North 77°32'49" East along the North line of said section 683.04 feet to the North and South 1/4 line; thence South 0°02'18" East along said 1/4 line 1763.37 feet; thence South 77°12'10" West 873.93 feet; thence South 0°54'09" West 1410.53 feet; thence North 89°25'35" East 877.45 feet to the North and South 1/4 line; thence South 0°11'14" East along said 1/4 line 723.90 feet to the North line of Highway U.S. 31; thence South 57°19'12" West along said highway 2614.86 feet; thence North 0°06'27" West parallel with the West line of said section 1319.47 feet; thence South 89°53'33" West 330.00 feet to the West line of said section; thence North 0°06'27" West 977.30 feet to the point of beginning; being a part of the West 1/2 of Section 18, Town 34 North, Range 7 West.

excepting from the above description that description appearing in Article II hereof

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than January 31, 1997 be increased by the addition to this Condominium of any portion of the future development and the provisions for residential or residential site Units thereon. The nature, appearance and location of all such additional Units as may be provided for thereon shall be determined by Developer in its sole judgment as may be approved by the Townships of Charlevoix and Hayes, Charlevoix County, Michigan. 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 the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various Units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each Unit in Article V hereof be increased, nor shall the percentage of value assigned to each Unit in Article V hereof be diminished to less than one-tenth of one (.10%) percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and serve the additional units being added to the Project by such amendment. The Co-owner, at its cost and expense shall provide for the construction of sewer systems as above provided at such time as such Co-owner determines to construct a residence upon his Unit.

The Developer shall in no manner be deemed obligated to make any expansion to add additional Units to the Condominium. The Developer may use the land labeled "future development" on Exhibit "B" for all or any portion of such expansion, or may construct additional

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 condominium projects or subdivisions upon such land or may use it for any lawful purpose whatsoever. In the event Developer develops such land as one or more additional condominiums or other subdivisions or developments and such developments, in the sole discretion of Developer, requires or desires the non-exclusive use of certain of the General Common Elements or amenities of this Condominium, Developer may assign such use of such rights or amenities to such developments. Similarly, if such other developments offer common elements or amenities desirable to this Condominium, Developer may, in its sole discretion, assign to this Condominium use of such rights or amenities. In such event, Developer presently intends to establish a non-profit corporation to be membered by owners of this Condominium, owners of additional condominiums or other developments located upon the above referred to land for the purposes of installing and maintaining such amenities and common areas for the benefit of such members, to require such owners to become members and to assess members such association dues and assessments as determined by Developer on a mutually reasonable basis.

#### Section 4. COMPATIBILITY OF IMPROVEMENTS.

All improvements constructed within the Convertible and Expandable Area shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion. No improvements, other than as indicated above, may be created on the Convertible Area.

#### Section 5. AMENDMENT OF MASTER DEED.

Any such amendment or amendments to the Master Deed by conversion or expansion shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately carry on the intent of this Article VI. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for future development, and to provide access to the systems or Units located on, or planned for the future development, from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Developer shall be obligated to amend the Condominium Subdivision Plan to show all improvements constructed within the Convertible Area. In the case of those improvements serving only one (1) residential dwelling, the amendment shall be recorded within one

hundred twenty (120) days after completion of construction of such residential building site, and in the case of those improvements serving more than one residential dwelling, the amendment shall be recorded within one hundred twenty (120) days after the later to occur of completion of construction of the dwellings served by the improvement or completion of construction of the improvement itself. Such amendments to this Master Deed shall be made from time to time as provided herein and by law, which amendments shall be prepared by and at the discretion of Developer and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the dwellings and Common Elements being altered in the Project by such amendments. Further, with the consent of the individual Co-owner concerned, the boundaries of the Unit itself may be modified as above provided. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Such amendment or amendments as contemplated by this Article VI may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits hereto; PROVIDED HOWEVER, that a Consolidating Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendments thereto.

#### Section 6. CONSENT OF INTERESTED PARTIES.

All of the Co-owners and mortgagees of the 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 to this Master Deed as may be made pursuant to this Article VI. All such interested persons irrevocable appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing.

### ARTICLE VII

#### EASEMENTS

#### Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

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

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

## Section 3. GRANT OF EASEMENTS BY ASSOCIATION.

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

## Section 4. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT.

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

located within any dwelling on any Unit or its appurtenant Limited Common Element.

#### Section 5. UTILITY EASEMENT.

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

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments so long as such easements or grants do not interfere with a Co-owner's use and enjoyment of his Unit... Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in the Charlevoix County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

#### Section 6. TELECOMMUNICATIONS AGREEMENTS.

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

**Section 7. MISCELLANEOUS EASEMENTS**

The following sets forth the purpose and intent of the Miscellaneous Easements shown on Exhibit B to the Master Deed.

- a) The 20' road and utility easement located between Units 13 and 14 is reserved by the Developer, its successors and assigns, for the purpose of road, utilities and sewer access for the benefit of land lying immediately between Unit 14 and Lake Michigan. All costs of improvement and maintenance of said easement shall be borne by the Developer, its successors or assigns, but shall not be borne by the Association or the Co-Owners.
- b) The 12' utility easement between Units 15 and 16 is for the benefit of Developer for an extension of utilities. The cost of any extension shall be the responsibility of Developer.
- c) The 12' utility easement located between Units 38 and 37 is for any utility extensions required by Developer and the cost of same is the responsibility of Developer.
- d) The utility easement across the northern portion of Unit 28 and extending through the common area to Old Orchard Road is for sewer, water, telephone and electric purposes and will serve the condominium and expansion of the condominium. No costs associated with the use of this easement will be borne by the Association or the Co-Owner.

**ARTICLE VIII****AMENDMENT**

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

**Section 1. MODIFICATION OF UNITS OR COMMON ELEMENTS.**

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

**Section 2. MORTGAGEE CONSENT.**

Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees of record allowing one (1) vote for each mortgage held.

**Section 3. BY DEVELOPER.**

Pursuant to Section 90(1) of the Act, the Developer hereby reserves

the right on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event mortgagee consent shall be required as provided in Section 2 of this Article.

Section 4. CHANGE IN PERCENTAGE OF VALUE.

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

Section 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT.

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

Section 6. DEVELOPER APPROVAL.

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


ARTICLE IX


ASSIGNMENT

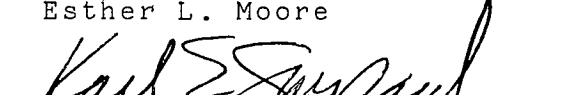
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such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

WITNESSES:

CHARLEVOIX COUNTRY CLUB, INC.,  
a Michigan Corporation

  
\_\_\_\_\_  
Esther L. Moore

By:   
\_\_\_\_\_  
Richard Lobenherz

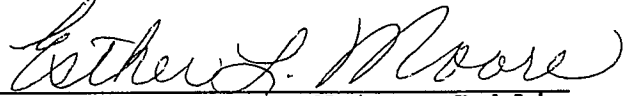
  
\_\_\_\_\_  
Karl E. Shepard

Its: President



STATE OF MICHIGAN    )  
  ss.  
COUNTY OF CHARLEVOIX )

On this 16th day of December, 1991 before me personally appeared RICHARD LOBENHERZ, President of Charlevoix Country Club, Inc., a Michigan Corporation, which executed the foregoing Master Deed as the free act and deed of said Corporation.

  
Esther L. Moore, Notary Public  
Charlevoix County, Michigan  
My Commission Expires: 2/9/94

ESTHER L. MOORE  
NOTARY PUBLIC - CHARLEVOIX COUNTY, MICH.  
MY COMMISSION EXPIRES 02-09-94

Drafted By:  
Arthur S. Bond, Jr.  
Route 3, Box 2  
Bellaire, Michigan 49615  
(616) 533-8123