

**MASTER DEED**

**FOR**

**CEDAR RIVER VILLAGE**

**DATE: December 15, 1997**

**MASTER DEED**, Made this 15<sup>th</sup> day of December, 1997, by **GO FORWARD OPERATING LIMITED PARTNERSHIP**, a Michigan limited partnership, of route 1, Shanty Creek Road, Bellaire, Michigan 49615 (hereinafter referred to as the "Developer");

**WITNESSETH:**

WHEREAS, the Developer is the owner of lands herein described and desires to establish the same together with the appurtenances thereto as a condominium project under the provisions of Act 59 of the Public Acts of 1978, as amended, by recording this Master Deed together with the condominium bylaws attached hereto as Exhibit "A" and the condominium subdivision plans attached hereto as Exhibit "B", both of which are incorporated herein by reference and made a part hereof. (Exhibit "A" and "B" are not part of this copy of Master Deed)

**NOW, THEREFORE**, the Developer does hereby establish **CEDAR RIVER VILLAGE** by recording of this Master Deed as a condominium project and does declare that **CEDAR RIVER VILLAGE**, hereinafter referred to as the Condominium, shall be henceforth held, conveyed, encumbered, leased, occupied, improved and in any other manner utilized, subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I

**TITLE AND NATURE**

The Condominium project shall be known as **CEDAR RIVER VILLAGE**, Antrim County Condominium Subdivision Plan No. 67. The condominium project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The Bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II

**LEGAL DESCRIPTION**

The land on which the condominium project is located and which is established by this Master Deed is situated in the Townships of Kearney and Custer, County of Antrim and State of Michigan, and described as follows, viz:

Part of Sections 33 and 34, Town 30 North Range 7 West, Kearney Township and part of Section 4, Town 29 North, Range 7 West, Custer Township, Antrim County, Michigan, Described as:

Units 1-10 – legal description in Master Deed not added to this copy

Units 11-14 - legal description in Master Deed not added to this copy

Units 15-47 - legal description in Master Deed not added to this copy

Units 48-63 - legal description in Master Deed not added to this copy

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS more particularly described as follows: legal description in Master Deed not added to this copy.

SUBJECT TO all agreements, covenants, easements and restrictions of record, if any, including that certain Cedar River Road Maintenance agreement dated \_\_\_\_\_ and recorded in Liber \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, Antrim County Register of Deeds.

**THE ABOVE-DESCRIBED PREMISES ARE CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS STATED HEREINAFTER IN ARTICLE VIII.**

**FIRST AMENDMENT TO MASTER DEED** on September 14, 1998 added:

Units 64-66 - legal description in Master Deed not added to this copy

Units 67-68 - legal description in Master Deed not added to this copy

Units 69-88 - legal description in Master Deed not added to this copy

Units 89-99 - legal description in Master Deed not added to this copy

Units 100-108 - legal description in Master Deed not added to this copy

Units 109-120 - legal description in Master Deed not added to this copy

Units 176 and 177 - legal description in Master Deed not added to this copy

TOGETHER WITH AND SUBJECT TO roadway easements serving Units 64-120 and Units 176-177:  
- legal description in Master Deed not added to this copy

**SECOND AMENDMENT TO MASTER DEED** on February 11, 1999 added:

Units 121-137 - legal description in Master Deed not added to this copy

Units 259 and 260 - legal description in Master Deed not added to this copy

**THIRD AMENDMENT TO MASTER DEED** on September 23, 1999 added:

Units 170-172 - legal description in Master Deed not added to this copy

Unit 181 - legal description in Master Deed not added to this copy

Legal Description Roadway Easements Serving Units 170-172, 176-177, 181 - legal description in Master Deed not added to this copy

**FORETH AMENDMENT TO MASTER DEED** on April 7, 2000 added:

Units 138-169 - legal description in Master Deed not added to this copy

Units 173-175 - legal description in Master Deed not added to this copy

Units 178-180 - legal description in Master Deed not added to this copy

Unit 180 - legal description in Master Deed not added to this copy

Units 182-223 - legal description in Master Deed not added to this copy

Legal Description Roadway Easements Serving Units in Cedar River Village February 25, 2000 - legal description in Master Deed not added to this copy

TROON SOUTH (COUNTER CLOCKWISE)  
WILLOW BEND (COUNTER CLOSKWISE)  
LAUREL VALLEY (COUNTER CLOCKWISE)  
OLYMPIA FIELDS (COUNTER CLOCKWISE)  
FOREST HIGHLANDS (COUNTER CLOCKWISE)  
POINT O'WOODS (COUNTER CLOCKWISE)  
SPYGLASS HILL COURT (COUNTER CLOCKWISE)  
PINE VALLEY COURT (COUNTER CLOCKWISE)  
DOUBLE EAGLE COURT (COUNTER CLOCKWISE)  
COLONIAL DRIVE (COUNTER CLOCKWISE)  
RIDGE WOOD (COUNTER CLOCKWISE)  
BAY HILL (COUNTER CLOCKWISE)  
CROOKED STICK (COUNTER CLOCKWISE)

WEST TROON NORTH (COUNTER CLOCKWISE)  
HARBOUR TOWN (COUNTER CLOCKWISE)  
CONGRESSIONAL DRIVE (COUNTER CLOCKWISE)  
EAST TROON NORTH (CLOCKWISE)  
VAHALLA COURT (CLOCKWISE)  
HAZELTINE COURT (CLOCKWISE)  
OAKMONT DRIVE (CLOCKWISE)  
SHADOW GLEN (COUNTER CLOCKWISE)  
JUPITER HILLS COURT (COUNTER CLOCKWISE)  
QUAIL HOLLOW (CLOCKWISE)  
SYCAMORE HILLS COURT (CLOCKWISE)

**FIFTH AMENDMENT TO MASTER DEED** on October 5, 2000 added:

Units 261-267 - legal description in Master Deed not added to this copy

**SIXTH AMENDMENT TO MASTER DEED** on November 2, 2001 added:

Expansion of dimensions of Unit 86 - legal description in Master Deed not added to this copy

### III

#### **DEFINITIONS**

The following terms, whenever utilized in this Master Deed, Condominium Bylaws, Articles of Incorporation, Bylaws of Association of Co-Owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed and in any other documents or instrument without limitation shall be defined as follows, viz:

A. **The Act** means the Michigan Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.

B. **Association** shall mean the person designated in the condominium documents to administer the Condominium Project.

C. **Condominium Bylaws** mean Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by the Act to be recorded as part of the Master Deed.

D. **Lot or Unit** shall each mean the space within the boundaries of a single unit in the Condominium as such area and space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

E. **Condominium Documents** whenever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

F. **Condominium Project, Condominium or Project** means CEDAR RIVER VILLAGE as a Condominium Project established in conformity with the provisions of the Act.

G. **Condominium Subdivision Plan** means Exhibit "B" hereto.

H. **Co-Owner** means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. A land contract vendee of a unit in this project shall be the coOwner for all purposes relating to the project. The term "owner", whenever used, shall be synonymous with the term "co-owner".

I. **Condominium Premises** means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described in Article II above.

J. **Common Elements** where used without modification shall mean both the general and limited common elements described in Article IV hereof.

K. **Percentage of Value.** The percentage assigned to each individual condominium unit in the condominium Master Deed.

L. **Developer.** GO FORWARD OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership.

M. **Architectural Control Committee** shall mean the committee appointed in accordance with the provisions of Article VI of the Condominium Bylaws.

N. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any unit.

O. **Consolidating Master Deed** means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article IX hereof, and all units and common elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Antrim County Register of Deeds, shall supersede any previously recorded Master Deed for the Condominium.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate.

#### **IV.**

#### **COMMON ELEMENTS**

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

1. The land described in Article II hereof, including the roadway, excepting however, the space within each unit boundary, all as shown on Exhibit "B" attached hereto.

2. Such other elements of the project not herein designated as general or limited common elements which are not within the boundaries of a unit, and which are intended for common use as necessary to the existence, upkeep and safety of the project.

B. The costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association. By way of inclusion and not limitation, the Association shall provide for the requirements to grade, drain, repair, replace and otherwise maintain the roadways.

C. 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.

#### **V.**

#### **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. Each unit in the project is described in this paragraph with reference to the Subdivision and Site Plan of the project attached hereto as Exhibit "B". Each unit shall include all that area and space contained within the boundary for each unit as shown on Exhibit "B" hereto.

B. The percentage of value assigned to each unit is set forth in Subparagraph D below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective unit in the maintenance, repair, and replacement expenses of the Association and in the common elements of the Condominium. Each respective Co-Owner shall have one vote for each unit he owns at meetings of the Association. The total value of the project is one hundred (100%) percent. The

percentage of value allocated to each unit may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approve and recorded.

C. The determination of the percentage of value which should be assigned was made after reviewing the comparative characteristics of each unit in the project and concluding that allocable expenses of maintenance was the proper determining factor to be considered.

D. Each unit shall be assigned an equal percentage of value.

## VI.

### **EASEMENTS**

There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls in favor of the Association located within any lot for the continuing maintenance and repair of all utilities in the Condominium.

## VII.

### **EASEMENTS RETAINED BY DEVELOPER**

The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors, or upon which the Developer or its successors now or hereafter benefit from an easement. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium Premises. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate instrument of termination.

The Developer also reserves for the benefit of itself, its successors, assigns, guests and invitees perpetual easements over or on any portion of the parcel describe din Article II, as amended, for the purpose of assisting and facilitating Developer's operation of Shanty Creek resort including ski and golf

operations. The Developer also reserves for the benefit of itself, its successors, assigns, guest and invitees, a perpetual exclusive easement over or on any portion of the parcel described in Article II, as amended, for installation, maintenance and repair of golf cart paths. Each Co-Owner acknowledges and consents to this easement and agrees that Developer's Resort operations may interfere with each Co-Owner's quiet enjoyment of his or her unit.

## VIII.

### **RESTRICTIVE COVENANTS**

The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and which restrictions, notwithstanding Article XI hereafter or any other provisions of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

Each Co-Owner must become and remain a member in good standing of the Cedar River Village Property Owners Association. Dues for this Association will be assessed and collected as part of the costs of administration for this project. The following restrictions shall bind each Co-Owner and may not be amended nor changed without approval of the Michigan District Health Department No. 3:

A. Each condominium owner shall be responsible for obtaining permits for water supply and sewage disposal systems. These permits shall be obtained prior to any excavation, construction or other site work.

B. Each condominium owner shall be responsible for maintain their own water supply and sewage disposal systems.

## IX.

### **ENLARGEMENT OF CONDOMINIUM**

A. **Right to Expand**

The Condominium Project is an expandable condominium project, as that term is defined in the Act. The Condominium Project established pursuant to this initial Master Deed, and consisting of sixty-three (63) units, may be the first phase of a multi phase which will contain in its entirety no more than three hundred sixty (360) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the Co-Owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article IX. The



additional land, all or any portion of which may be added to the Condominium Project, is situated in the Townships of Kearney and Custer, county of Antrim and State of Michigan, and described as follows, viz:

Part of South 1.2 of Sections 34 and 35, Township 30 North, Range 7 West, Kearney Township, and Sections 4 and 5 Township 29 North, Range 7 West, Custer Township, Antrim County, Michigan, which is more particularly described as follows:

(Legal description of location of land in original master plan, not in this copy)

B. Restriction upon Expansion

Expansion of the Condominium Project shall occur without restriction under the following conditions:

1. The Developer's right to elect to expand the Project shall expire on that date six (6) years after the date of the initial recording of this Master Deed.
2. All or any portion of the Expansion Property may be added, but none of it must be added.
3. There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.
4. Portions of the Expansion Property may be added to the Condominium Project at different times.
5. The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.
6. There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.
7. The maximum number of condominium units that may be created on the Expansion Property is three hundred sixty (360).
8. There is no restriction upon the number of condominium units that may be placed on any portion of the Expansion Property.
9. The nature, size, appearance and location of all additional units, if any, placed upon the Expansion Property will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.
10. There may be no restrictions as to what improvements may be made on the Expansion Property.

11. There are no restrictions as to the types of condominium units may be created on the Expansion Property.

12. The Developer reserves the right in its sole discretion to create convertible and contractible area and limited common elements within any portion of the Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements.

13. The Condominium Project shall be expanded by a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

14. By this Master Deed, the Developer also reserves the right to create easements within any portion of the original Condominium Project for the benefit of the Expansion Property, whether or not it is ever added to the Condominium Project.

15. All expansion must be carried out in accordance with the provisions of the Act.

C. Procedure for Expansion

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after the date of the initial recording of this Master Deed, be increased by the addition to this Condominium Project of all or any portion of the expansion Property and the construction of condominium units thereon. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns. The percentages of value set forth in Article V hereof shall be adjusted proportionately in the event of such expansion 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 made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the relative size of the various units and their anticipated allocable expenses of maintenance. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe the additional property being added to the Condominium Project by such amendment. 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 service the additional units being added to the Condominium Project by such amendment. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Condominium 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 or assigns may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of 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 Developer to enlarge the Condominium Project beyond the boundaries established by this Master Deed, and Developer (or its successors or assigns) may, in its discretion, establish all or a portion of said Expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

## **X.**

### **AMENDMENT**

A. The Condominium Documents may be amended for a proper purpose, without consent of Co-Owners, mortgagees and other interested parties, as long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

B. The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-Owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-Owners. A Co-Owner's unit dimensions may not be modified without his consent. The dimensions of limited common elements assigned to specific units may not be modified nor may the benefits of or responsibilities for such elements be modified without the consent of said units. Co-Owners and mortgagees of record shall be notified of proposed amendments.

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-Owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

D. A Master Deed amendment dealing with the addition or modification of units or the physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original condominium.

**IN WITNESS WHEREOF**, the Developer has caused this Master Deed to be executed the day and year first above written.

Original Master Deed signed by DEVELOOER: TERRY D. SCHIEBER (Chief Executive Officer of GO FORWARD OPERATING LIMITED PARTNERSHIP) and witnessed by David K. Faught and Donald A. Brandt

Notary witnessed the signing performed by Donald A. Brandt on 12/15/1997

Prepared in the Law Office of:  
When Recorded, Return to:  
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