

ANTRIM COUNTY
MICHIGAN
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MASTER DEED

For

CORTINA LODGE

Wanda R. Conway
REGISTER OF DEEDS

MASTER DEED, Made this 29 day of August, 1985, by SCHUSS MOUNTAIN GOLF CLUB, INC., a Michigan corporation, of 3891 Windy Hill, Bellaire, Michigan (hereinafter referred to as the "Developer");

W I T N E S S E T H:

WHEREAS, the Developer is the owner of lands herein described and desires to establish the same together with improvements to be located thereon and 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.

NOW, THEREFORE, the Developer does hereby establish CORTINA LODGE by recording of this Master Deed as a condominium project and does declare that CORTINA LODGE 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:

CERTIFICATION August 29, 1985 gc
I hereby certify that according to our records all taxes returned to this office are paid for five years preceding the date of this instrument. This does not include taxes in the process of collection.

I.

TITLE AND NATURE Beverly Edgington, Antrim County Treasurer

The Condominium project shall be known as CORTINA LODGE, Antrim County Condominium Subdivision Plan No. 23. 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 Township of Custer, County of Antrim and State of Michigan, and described as follows, viz:

In the Township of Custer, Antrim County, Michigan, beginning at the quarter corner common to Sections 2 & 3, Town 29 North, Range 7 West; thence South 49° 14' 41" West, 71.41 feet; thence North 15° 40' 18" West, 282.04 feet; thence Northeasterly along the arc of a curve to the left 13.52 feet (radius of said curve is 210.0 feet, the central angle is 3° 41' 23", and the chord bears North 47° 12' 59" East, 13.52 feet); thence North 45° 22' 17" East, 48.00 feet; thence

Northeasterly along the arc of a curve to the left 95.79 feet (radius of said curve is 156.07 feet, the central angle is 35° 10' 00", and the chord bears North 27° 47' 17" East, 94.30 feet); thence North 10° 12' 17" East, 59.26 feet; thence South 50° 33' 48 East (recorded as South 50° 42' 00" East) 150.00 feet; thence South 39° 26' 12" West, 56.86 feet; thence South 22° 30' 00" West, 127.62 feet to the line common to said Sections 2 and 3; thence South 0° 19' 00" East along said section line, 152.48 feet to the Point of Beginning; being a part of the SW 1/4 of the NW 1/4 of Section 2, a part of the SE 1/4 of the NE 1/4 of Section 3, and a part of the NE 1/4 of the SE 1/4 of said Section 3, all in Township 29 North, Range 7 West, 1.00 acres, more or less, within the perimeter of the courses herein described.

III.

DEFINITIONS

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

A. The Act means the 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 means 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.

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D. 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 VII 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.

E. Apartment, Townhouse or Unit shall each mean the enclosed space constituting a single complete residential unit in the Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

F. Condominium Documents wherever 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.

G. Condominium Project, Condominium or Project means CORTINA LODGE as an Condominium Project established in conformity with the provisions of the Act.

H. Condominium Subdivision Plan means Exhibit "B" hereto.

I. 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 Co-Owner for all purposes relating to the project. The term "owner", wherever used, shall be synonymous with the term "co-owner".

J. 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.

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

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

M. Developer. Schuss Mountain Golf Club, Inc.

N. 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.

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 paved parking area, walkways, storage areas designated on Exhibit "B" attached hereto.

2. The electrical wiring network throughout the project up to the point of connection with electrical fixtures within any unit;

3. The telephone wiring network throughout the project;

4. The plumbing and heating network throughout the project including that contained within unit walls, up to the point of connection with plumbing, heating or air conditioning fixtures within any unit;

5. The water distribution system, sanitary sewer system and storm drainage system throughout the project;

6. Foundations, first floor construction, supporting columns, unit perimeter walls (including windows and doors therein), roofs, ceilings, crawl spaces and floor constructions between unit levels;

7. The television cable network throughout the project, if and when available and installed;

8. The walkways, stairs, foyers and steps, if any, throughout the project, all as shown on Exhibit "B" attached hereto;

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

B. The limited common elements are:

1. The interior surfaces of unit perimeter walls (including windows and doors therein); ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the Co-Owner of such unit;

2. Balconies, entryways and decks shall be a limited common element to the unit to which each is adjacent to as shown on Exhibit "B" attached hereto.

C. The costs of maintenance, repair and replacement of all general and limited common elements described above shall be borne by the Association except that the costs of decoration and maintenance (but not repair or replacement except in cases of Co-Owner fault) of all surfaces referred to in Paragraph B(1) and (2) above shall be borne by the Co-Owner of each unit to which such limited common elements are adjacent and appurtenant to.

D. 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.

E. Any maintenance, repair or replacement (the cost of which is to be borne by the Co-Owner) may be performed by or under the direction of the Association and the cost may be assessed against the responsible Co-Owners or Co-Owner as provided in the Association Bylaws.

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 space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in 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 only of the proportionate share of each respective Co-Owner in the common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the Association and each unit shall share equally in the proceeds and expenses of administration of the Association. The total value of the project is 100. 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 approved and recorded except as provided in Article VII hereof.

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 square footage allocation was the proper determining factor for the residential units and an allocation based on use for the commercial unit.

D. Set forth below are:

1. Each unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each unit.

<u>Unit No.</u>	<u>Percentage of Value Assigned</u>
1	4.2%
2	4.2%
3	4.2%
4	4.2%
5	4.2%
6	4.2%
7	4.2%
8	4.2%
9	4.8%
10	4.8%
11	4.2%
12	4.2%
13	4.2%
14	4.2%
15	4.2%
16	4.2%
17	4.2%
18	4.2%
19	4.8%
20	4.8%
21	9.1%
22	4.5%

VI.

EASEMENTS

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 (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

VII.

EASEMENTS RETAINED BY DEVELOPER

The Developer reserves for the benefits 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. 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 or other 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 or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the project. No easement utility 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 amendment to this Master Deed.

VII.

AMENDMENT

1. The condominium documents may be amended for a proper purpose, without consent of Co-owners, mortgagees and other interested parties, including the modification of the types and sizes of units prior to construction of units and unsold condominium units and their appurtenant limited common elements as long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees, or other interested parties.

2. 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 condominium unit dimensions or appurtenant limited common elements may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments.

3. 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.

4. A Master Deed Amendment, including the consolidating Master Deed, 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.

Signed in the Presence of: DEVELOPER:

Donald A. Brandt
Donald A. Brandt

SCHUSS MOUNTAIN GOLF CLUB, INC.

Susan N. Killman By: Victor A. Zucco
Susan N. Killman Victor A. Zucco
Its: President

STATE OF MICHIGAN)
) ss
County of Grand Traverse)

On this 29 day of August, 1985,
before me, a Notary Public in and for said County and State,
personally appeared VICTOR A. ZUCCO,
on behalf of SCHUSS MOUNTAIN GOLF CLUB, INC., to me
personally known, who, being by me duly sworn, did say that
he is the Developer of said condominium project, and he
acknowledged that he has executed said instrument as his
free and voluntary act and deed.

Donald A. Brandt
Donald A. Brandt
Notary Public
County: Grand Traverse
My Commission Expires: 10/12/87

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

DONALD A. BRANDT, ESQ.
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