

**EXHIBIT "A" TO CONSENT TO SUBMISSION**  
**The Golfside Condominiums at Cedar River Village**

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

Part of Section 34, Town 30 North, Range 7 West, Kearney Township, Antrim County, Michigan, described as: Commencing at the South 1/4 corner of Section 34, Town 30 North, Range 7 West, Antrim County, Michigan; thence along the South line of said Section 34 South 88 degrees 32 minutes 43 seconds East 1045.88 feet to the boundary of the Lodge at Cedar River Village (Condominium Plan No. 73); thence along said boundary in the following five courses: North 30 degrees 01 minutes 43 seconds East 180.37 feet; North 14 degrees 09 minutes 20 seconds East 120.87 feet; South 45 degrees 28 minutes 32 seconds East 84.12 feet; North 44 degrees 31 minutes 28 seconds East 52.00 feet and North 45 degrees 28 minutes 32 seconds West 94.69 feet to the Place of Beginning; thence continuing along said boundary in the following two courses: North 45 degrees 28 minutes 32 seconds West 60.46 feet; and North 63 degrees 43 minutes 30 seconds West 84.60 feet; thence North 26 degrees 36 minutes 09 seconds East 194.00 feet; thence South 73 degrees 15 minutes 46 seconds East 131.59 feet; thence South 23 degrees 33 minutes 31 seconds West 235.00 feet to the Place of Beginning.

ANTRIM COUNTY MI.  
Register of Deeds  
Recorded

05-23-1999 15:01:42

Handa R. Conway  
REGISTER OF DEEDS

CERTIFICATION 6/23/99 GAS  
I hereby certify that according to our records all taxes returned  
to this office are paid for five years preceding the date to this  
instrument. This does not include taxes in the process of  
collection.

Beverly Edgington, Antrim County Treasurer

**MASTER DEED**

For

**THE GOLFSIDE CONDOMINIUMS AT CEDAR RIVER VILLAGE**

MASTER DEED, Made this 23<sup>rd</sup> day of June, 1999, by  
SHANTY CREEK REAL ESTATE PROPERTIES & DEVELOPMENT COMPANY, L.L.C.,  
a Michigan limited liability company, of One 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 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 THE GOLFSIDE  
CONDOMINIUMS AT CEDAR RIVER VILLAGE by recording of this Master Deed as a  
condominium project and does declare that THE GOLFSIDE CONDOMINIUMS AT

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 THE GOLFSIDE CONDOMINIUMS AT CEDAR RIVER VILLAGE, Antrim County Condominium Subdivision Plan No. 76. 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 Kearney, County of Antrim and State of Michigan, and described as follows, viz:

Part of Section 34, Town 30 North, Range 7 West, Kearney Township, Antrim County, Michigan, described as: Commencing at the South 1/4 corner of Section 34, Town 30 North, Range 7 West, Antrim County, Michigan; thence

along the South line of said Section 34 South 88 degrees 32 minutes 43 seconds East 1045.88 feet to the boundary of the Lodge at Cedar River Village (Condominium Plan No. 73); thence along said boundary in the following five courses: North 30 degrees 01 minutes 43 seconds East 180.37 feet; North 14 degrees 09 minutes 20 seconds East 120.87 feet; South 45 degrees 28 minutes 32 seconds East 84.12 feet; North 44 degrees 31 minutes 28 seconds East 52.00 feet and North 45 degrees 28 minutes 32 seconds West 94.69 feet to the Place of Beginning; thence continuing along said boundary in the following two courses: North 45 degrees 28 minutes 32 seconds West 60.46 feet; and North 63 degrees 43 minutes 30 seconds West 84.60 feet; thence North 26 degrees 36 minutes 09 seconds East 194.00 feet; thence South 73 degrees 15 minutes 46 seconds East 131.59 feet; thence South 23 degrees 33 minutes 31 seconds West 235.00 feet to the Place of Beginning.

The above-described premises are conveyed subject to the Restrictive Covenants stated hereinafter in Article VIII.

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.

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, 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. 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 THE GOLFSIDE CONDOMINIUMS AT CEDAR RIVER VILLAGE 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 means the percentage assigned to each individual condominium unit in the condominium Master Deed.

M. Developer. Shanty Creek Real Properties & Development Company, L.L.C.

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, and the wooded walkways 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 and sanitary sewer 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;
8. 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. Decks, entryways, stairs and fireplace chimneys shall be a limited common element to the unit to which each is assigned 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 plan sheet 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 of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings 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.

D. The percentage of value assigned to each unit shall be equal.

## 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.

VIII.

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 eight (8) units, may be the first phase of a multi-phase project which will contain in its entirety no more than thirty-six (36) 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 VIII. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

Future Development Areas:

Part of Section 34, Town 30 North, Range 7 West, Kearney Township, Antrim County, Michigan, described as:

Commencing at the South 1/4 corner of Section 34, Town 30 North, Range 7 West, Antrim County, Michigan; thence along the South line of said Section 34 South 88 degrees 32 minutes 43 seconds East 1045.88 feet to the boundary of the Lodge at Cedar River Village (Condominium

Plan No. 73); thence along said boundary in the following 6 courses: North 30 degrees 01 minutes 43 seconds East 180.37 feet; North 14 degrees 09 minutes 20 seconds East 120.87 feet; South 45 degrees 28 minutes 32 seconds East 84.12 feet; North 44 degrees 31 minutes 28 seconds East 52.00 feet; North 45 degrees 28 minutes 32 seconds West 155.15 feet; and North 63 degrees 43 minutes 30 seconds West 84.60 feet; thence North 26 degrees 36 minutes 09 seconds East 194.00 feet to the Place of Beginning; thence continuing North 26 degrees 36 minutes 09 seconds East 109.93 feet; thence North 2 degrees 02 minutes 55 seconds East 310.15 feet; thence North 84 degrees 17 minutes 57 seconds East 126.65 feet; thence 24.86 feet along the arc of a curve to the right, radius 86.00 feet, delta 16 degrees 33 minutes 41 seconds, chord South 5 degrees 50 minutes 42 seconds East 24.77 feet; thence South 2 degrees 26 minutes 16 seconds West 230.98 feet; thence 179.20 feet along the arc of a curve to the right, radius 486.12 feet, delta 21 degrees 07 minutes 16 seconds, chord South 12 degrees 59 minutes 53 seconds West 178.19 feet; thence South 23 degrees 33 minutes 31 seconds West 32.39 feet; thence North 73 degrees 15 minutes 46 seconds West 131.59 feet to the Place of Beginning.

And:

Commencing at the South 1/4 corner of Section 34, Town 30 North, Range 7 West, Antrim County, Michigan; thence along the South line of said Section 34 South 88 degrees 32 minutes 43 seconds East 1045.88 feet to the boundary of the Lodge at Cedar River Village (Condominium Plan No. 73); thence along said boundary in the following 5 courses: North 30 degrees 01 minutes 43 seconds East 180.37 feet; North 14 degrees 09 minutes 20 seconds East 120.87 feet; South 45 degrees 28 minutes 32 seconds East 84.12 feet; North 44 degrees 31 minutes 28 seconds East 52.00 feet; and North 45 degrees 28 minutes 32 seconds West 41.14 feet; thence North 23 degrees 33 minutes 31 seconds East 286.55 feet; thence 197.63 feet along the arc of a curve to the left, radius 538.12 feet, delta 21 degrees 07 minutes 16 seconds, chord North 12 degrees 59 minutes 53 seconds East 196.51 feet to the Place of Beginning; thence North 2 degrees 26 minutes 16 seconds East 230.98 feet; thence North 22 degrees 14 minutes 45 seconds East 157.30 feet; thence South 62 degrees 33 minutes 27 seconds East 222.84 feet; thence South 22 degrees 18 minutes 07 seconds West 364.58 feet; thence North 63 degrees 42 minutes 00 seconds West 143.66 feet to the Place of Beginning.

except that portion thereof which has already been dedicated to Condominium ownership (herein referred to as the "Expansion Property").

B. Restrictions 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 thirty-six (36).

8. 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.

9. There may be no restrictions as to what improvements may be made on the Expansion Property.

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

11. The Developer reserves the right in its sole discretion to create convertible and contractible area and general and/or 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 and vice versa.

12. 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.

13. 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.

14. 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 location 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 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 rerecording the 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 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.



IX.

RESTRICTIVE COVENANTS

The land described in Article VIII above (as amended from time to time as herein provided) shall be subject to the restrictions described in Article VI of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and shall be binding on all heirs, successors and assigns of said land and which restrictions, notwithstanding Article X hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

All phone service for any unit in this project shall be exclusively provided by the Developer and/or an affiliate of the Developer and no independent phone service shall be permitted on or within any unit.

All Co-Owners, their respective heirs, representatives, successors and assigns, including but not limited to any and all individuals or entities who may acquire an interest in any condominium units within the condominium, shall be bound by that certain Maintenance and Indemnification Agreement Regarding Privately Owned Public Sewers dated September 16, 1998, between the Developer, the Township of Kearney, County of Antrim, the Condominium Association, and Schuss Mountain Water and Sewage Association, recorded in Liber 498, Pages 253 through 262, Antrim County Register of Deeds.

X.

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:

Joyce A. Barnard  
Joyce A. Barnard

Lynn M. Galbraith  
LYNN M. GALBRAITH

DEVELOPER:

SHANTY CREEK REAL ESTATE  
PROPERTIES & DEVELOPMENT  
COMPANY, L.L.C.

By:

Terry D. Schieber  
TERRY D. SCHIEBER

Its: Authorized Signatory

STATE OF MICHIGAN

ANTRIM  
County of Grand Traverse

On this 23<sup>rd</sup> day of June, 1999, before me, a Notary Public in and for said County and State, personally appeared TERRY D. SCHIEBER, on behalf of SHANTY CREEK REAL ESTATE PROPERTIES & DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, Developer of said condominium project, to me personally known, who, being by me duly sworn, and he acknowledged that he has executed said instrument as his free and voluntary act and deed on behalf of said limited liability company.

Joyce A. Barnard  
Joyce A. Barnard

Notary Public

County: ANTRIM

My Commission Expires: 5/29/03