

**MASTER DEED**

**SULLIVAN’S HARBOR SPRINGS AIRPARK, a site condominium**

EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_

This Master Deed is made and executed this \_\_\_\_ day of \_\_\_\_\_ 2004, by Sullivan’s Harbor Springs Airpark, Inc., a Michigan business corporation, (hereinafter referred to as "Developer"), whose address is: 820 Arlington Avenue, Suite 2, Petoskey, Michigan 49770.

WITNESSETH:

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

NOW, THEREFORE, upon the recording hereof, Developer establishes Sullivan’s Harbor Springs Airpark as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, his successors and assigns, and any persons acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I**

**TITLE AND NATURE**

The Condominium shall be known as Emmet County Condominium Subdivision Plan No. \_\_\_\_\_. The plans and specifications for the Condominium are filed with the Emmet County Register of Deeds. The Units and other improvements contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit contains a site suitable for residential development. Additionally, each Unit also has space suitable and sufficient for the construction of an airplane hangar. Finally, each Unit has access, via private taxiways, to the Harbor Springs Area Airport. Each Unit is capable of individual use, having its own entrance from and exit to a private road that connects to Heacock Road, a public road. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned; and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Sullivan’s HSA Owners’ Association as

set forth herein and in the Condominium Bylaws and Articles of Incorporation of such Association.

## ARTICLE II

### LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land situated in Little Traverse Township, Emmet County, Michigan, and more fully described as follows:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 16, T35N, R5W, Little Traverse Township, Emmet County, Michigan, more particularly described as:

BEGINNING at the east 1/4 corner of Section 16, T35N, R5W, Little Traverse Township, Emmet County, Michigan, thence along the east line of said section 16, S 0°35'08"W 410.65 feet; thence along a line parallel to, and 900.00 feet north of, the south line of the northeast 1/4 of the southeast 1/4 of said section 16, N 89°25'02"W 1320.15 feet; thence along the west line of the northeast 1/4 of the southeast 1/4 of Section 16, N 0°37'40"E 414.07 feet; thence along the east and west 1/4 line of said section 16, S 89°16'08"E 1319.85 feet to the PLACE OF BEGINNING, being subject to the rights of the public over the northerly part as occupied by Highway M-119 and Heacock Road. Containing 12.50 acres, more or less.

TOGETHER WITH AND SUBJECT TO A LEASE IN AND TO THE FOLLOWING LANDS: Part of the Northeast 1/4 of the Southeast 1/4 of Section 16, T35N, R5W, Little Traverse Township, Emmet County, Michigan, more particularly described as: Commencing at the east 1/4 corner of Section 16, T35N, R5W, Little Traverse Township, Emmet County, Michigan, thence along the east line of said section 16, S 0°35'08"W 410.65 feet to the PLACE OF BEGINNING; thence continuing along said east line, S 0°35'08"W 211.80 feet; thence N 83°45'31"W 1326.67 feet; thence along the west line of said northeast 1/4 of the southeast 1/4 of Section 16, N 0°37'40"E 80.99 feet; thence along a line parallel to, and 900.00 feet north of, the south line of the northeast 1/4 of the southeast 1/4 of said section 16, S 89°25'02"E 1320.15 feet to the PLACE OF BEGINNING. A copy of the Lease is attached hereto.

Subject to rights-of-way, easements, restrictions of record, and all governmental limitations. If Condominium project is adjacent to working farm land, and under the Michigan Right to Farm Act, all purchasers and future co-owners of Units take subject to the rights of the adjacent farmers.

### **ARTICLE III**

#### **DEFINITIONS**

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation of the Sullivan's HSA Owners' Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means the Michigan nonprofit corporation, Sullivan's HSA Owners' Association, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium and also, depending on the context, may also mean the Bylaws of the Association.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium" means Sullivan's Harbor Springs Airpark, as a Site Condominium established pursuant to the provisions of the Act, and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(f) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation of the Association and any rules and regulations adopted by the Association.

(g) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(h) "Condominium Unit" or "Unit" means the enclosed space constituting a single Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto; each Unit shall consist of a buildable lot suitable for building a single-family dwelling and airplane hangar under the Little Traverse Township Zoning Ordinance as in effect as of the date of recording the Master Deed, subject to the provisions of Article IV governing the Common Elements.

(i) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or a combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units.

(j) "Developer" means Sullivan's Harbor Springs Airpark, Inc., a Michigan business corporation, and its successors or assigns. All development rights reserved under the Act to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including without limitation conveyances to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(k) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(l) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(m) "Master Deed" means this document and, depending on the context, may also include the Condominium Bylaws and Condominium Subdivision Plan attached as exhibits.

(n) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(o) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. The Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(p) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(q) "Size" means the number of square feet of ground within each Condominium Unit computed by reference to the Plan and rounded off to a whole number.

(r) "Transitional Control Date" means the date on which the 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.

#### **ARTICLE IV**

#### **COMMON ELEMENTS**

(a) The **General Common Elements** of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, repair, replacement, restoration or renovation thereof are defined as follows:

(1) **Land.** The land described in Article II hereof, excluding those portions within the boundaries of any Condominium Unit as described in Article VI hereof and shown on Exhibit B hereto, but including easement interests of the Condominium in the property within the boundaries of any Unit; provided that:

A. Each Co-owner shall have the right to drill a **water well** for on-site domestic water into the earth beneath his or her Unit as deep as is necessary to gain access to water for use within the Unit and, when drilled, the portion of such well as extended beneath a Unit shall be, as provided below, a **Limited Common Element**; and

B. Each Co-owner shall have the right to install a **septic** tank, drainfield, and associated piping in the earth beneath his or her Unit as deep as is necessary and mandated by the local health department, to use for residential on-site waste and sewage treatment within the Unit and, when installed, the portion of such septic system as extended beneath a Unit shall be defined in a vertical plane in the Plans, Exhibit B, as lying within a Unit.

(2) **Roads.** All roads, taxiways, and utility rights-of-way as indicated in the Condominium Subdivision Plan (“right-of-way”) including roads-taxiways built within the right-of-way and on leased lands, provided, however, that each Co-owner shall have the right to build a driveway-taxiway (suitable for vehicular and airplane traffic), and to place a mail box upon the common areas adjoining his or her Unit and, when built, the portion of the driveway-taxiway, but not the ground beneath it, built upon any Common Element, shall be as provided below, a **Limited Common Element**.

(3) **Utilities.** The electrical, telephone, natural gas, and cable television (if any) networks or systems throughout the Condominium, up to the point of entry into each Unit.

(4) **Miscellaneous.** Such other elements of the Condominium not herein designated as 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 those Common Elements limited in use to the owners of the Unit they abut or to which they pertain, and consist of the following:

(1) The portions of any water well and septic system extending beneath a Unit;

(2) The portion of any driveway-taxiway and mailbox (but not the ground beneath it), once built and/or installed by the Owner of a Unit, shall be a Limited Common Element appurtenant to the Unit it serves, as shown in the Plans, Exhibit B, on page 3; and

(3) In a vertical plane, an additional fifteen feet above that maximum permitted building height, as shown in the Plans, Exhibit B, on page 3. Under Section 72b of the Act, all air spaces above the Condominium, including Units, except as described in this subparagraph (3), shall retain their character as General Common Elements and the fee thereof shall reside in the Association.

(c) Maintenance, repair and replacement of all Common Elements shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following provisions:

(1) The Limited Common Elements described in subparagraph (b) above shall be the responsibility of the respective Co-owner and Unit to which such water well, septic system, driveway or mailbox is appurtenant; and

(2) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

#### **ARTICLE IV-A**

#### **CERTAIN RECIPROCAL RESTRICTIONS, COVENANTS, AND EASEMENTS**

All Units in the Condominium shall be subject to the following reciprocal restrictions, covenants, and easements:

(a) The co-owners of all Units shall not build any structure, dwelling, or hangar within the front, side, and rear yard setbacks, imposed under the Little Traverse Township Zoning Ordinance, which areas and limitations are shown in the Plans, Exhibit B hereto, on page 4 thereof;

(b) All co-owners acknowledge they are aware this is a fly-in community, and hereby waive any and all objections to aviation activity, both originating within the Condominium and from the adjacent Harbor Springs Airpark;

(c) The Developer reserves the right to establish special traffic and safety rules for the handling of aircraft on the ground, within the Condominium, which may include the use of roads, driveways and taxi-ways by aircraft and other vehicles, parking of aircraft, engine run-up areas, and other activities peculiar to the fly-in community;

(d) Bulk storage of fuel for aircraft within a Unit or the Condominium shall be prohibited;

(e) All aircraft kept within a Unit shall be registered with the FAA and State of Michigan (if required);

(f) No commercial repairs of aircraft shall be performed using a hangar located within a Unit, provided co-owners may have maintenance and repairs performed on their aircraft;

(g) All aircraft and operation thereof shall be fully insured; and

(h) Every co-owner represents and warrants that aircraft shall be operated on Condominium property or from and to the adjacent Harbor Springs Airpark by licensed and qualified pilots.

## **ARTICLE V**

### **USE OF PREMISES**

No person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium. The site condominium is intended for single family residential purposes and as a “fly-in community.” No commercial uses shall be permitted, except home occupations allowed under local zoning. In addition, foster care homes and day care centers are subject to the provisions of Article VI-A of the Condominium Bylaws, Exhibit A hereto.

## **ARTICLE VI**

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

The Condominium consists of ten (10) residential Units, capable of individual use and enjoyment, subject to all applicable governmental limitations. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within a Unit plus areas used for structures and improvements, as shown on the Plan. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. All Units are hereby assigned an equal percentage of value because all Units are expected to have equal allocable expenses of maintenance.

Each Unit shall therefore have a 10.00% percentage of value on matters open to general voting.

The method and formula used by Developer to determine the foregoing percentages was to divide the number of Units into 100. Developer rounded off percentages and made minor adjustments to achieve a total of 100%.

## ARTICLE VI-A

### CONVERTIBLE & CONTRACTIBLE CONDOMINIUM

(a) The Condominium has been established as a **convertible and contractible condominium**, meaning that land may be converted from its initial status, and then withdrawn from the Condominium and used in accordance with the provisions of this Article VI-A.

(b) The lands which may be converted, withdrawn from, and contracted out of the Project and used for unrelated development purposes are legally described as -

Units 1-10, including all Limited and General Common Elements appurtenant thereto (the "Convertible and Contractible Areas").

(c) The Developer reserves the right, in its sole discretion, **during a period ending 10 years from the date of recording this Master Deed**, to contract some or all the Convertible and Contractible Areas identified above out from the Condominium.

(d) The consent of any Co-owner shall not be required to convert and contract the Convertible and Contractible Areas from the Condominium. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion and contraction of the Convertible and Contractible Areas and any amendment to this Master Deed to effectuate the conversion and contraction. All such interested persons irrevocably appoint the Developer or their 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. Such amendments may be effected without the necessity of re-recording 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 that a consolidating amendment shall amend the numbering of the Units within the Condominium so that they are sequentially identified, taking into account the conversion and contraction of any former Units. Nothing herein contained, however, shall in any way obligate Developer to convert and contract the Convertible and Contractible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) The Developer reserves all easements necessary or desirable to develop the Convertible and Contractible Areas using all improvements and lands located in the Condominium, as more fully described in Article VII.

(f) Notwithstanding this, pursuant to Section 67(3) of the Act, as amended in January 2001, the Developer shall have a period of ten years from the commencement of construction to withdraw from the project all undeveloped portions thereof without the prior consent of any Co-owner or Mortgagee of Units or any other party having an interest in the Project. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium for the benefit of the undeveloped portions of the Project.

## **ARTICLE VI-B**

### **EXPANDABLE CONDOMINIUM**

The Condominium is established as an expandable condominium in accordance with the provisions of the Act and this Article:

(a) Developer reserves the right, but not an obligation, to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer 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 executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand the Condominium shall expire six years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is described as follows: A parcel of land situated in Little Traverse Township, Emmet County, Michigan, and more fully described as follows:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 16, T35N, R5W, Little Traverse Township, Emmet County, Michigan, more particularly described as: All of that land West of the Condominium ending at Page Hill Road on the south bordered by the Harbor Springs Airport and on the North by M-119.

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Additional Land, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium.

(g) The number of Units which Developer reserves the right to construct, all or in part, upon the Additional Land is fifteen (15), for a maximum of twenty-five (25) Units which may be included in the Condominium including the Units now shown on the Plan. Local building ordinances and regulations may permit a smaller number of Units to be created upon the Additional Land. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Additional Land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use (including the "fly-in" community feature of the Condominium). There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) Developer may create Limited Common Elements upon the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

(k) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(l) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(m) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

## **ARTICLE VI-C**

### **TIMING FOR DEVELOPMENT**

Notwithstanding anything else to the contrary contained in this Master Deed in accordance with Section 67 of the Act, if the Developer has not completed development and construction of the entire Project, including proposed improvements - whether identified as "must be built" or "need not be built" - during a period ending 10 years from the date of commencement of construction by the Developer of the Project, the Developer and its successors and assigns shall have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project. The undeveloped portions of the Project withdrawn within that ten year period shall automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions so withdrawn. The withdrawn portions shall be developed as additional units in accordance with the Plans, Exhibit B, and zoning approvals.

## **ARTICLE VII**

### **EASEMENTS, RESTRICTIONS AND AGREEMENTS**

The Condominium is subject to or benefitted by the following easements, restrictions and agreements:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and taxi-ways in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, taxi-ways, and utility lines in the Condominium, including, without limitation, all communications, gas, electric, storm lines, and any pumps, sprinklers or water retention

areas, for marketing purposes and for any future developments adjacent or contiguous to the Condominium.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, conservation, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After sale of all Units in the Condominium, the foregoing right and power may be exercised by the Association, subject to the rights of the Developer described in subparagraph (a).

(c) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as 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 for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

(d) All electrical service, cable television, telephone, and natural gas lines servicing any Unit shall be placed underground, from the point of entry onto the Unit from a Common Element.

(e) All Units shall be encumbered with a no obstruction easement, as shown in the Plans, Exhibit B, on page 2 thereof.

(f) The Association shall financially support all easements described in this Article VII or otherwise pertaining to the Project, regardless of the rights of others to utilize such easements.

## **ARTICLE VIII**

### **AMENDMENTS**

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or mortgagees, then such amendment requires the consent of not less than seven out of ten of the votes (by number) of the Co-owners or first mortgagees. A mortgagee shall have one vote for each first mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To make, define or limit easements affecting the Condominium;

(7) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any other improvements, if any, not shown on the Plan attached hereto;

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

## **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 it 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 Emmet County Register of Deeds.

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

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004 by Paul W. Sullivan, the president of the above corporation, with full authority to sign on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
  County, Michigan  
My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

Charles R. Meyer, III, P.C. (P 36193)  
236 ½ East Front Street  
P.O. Box 950  
Traverse City, Michigan 49685  
(231) 922-0800