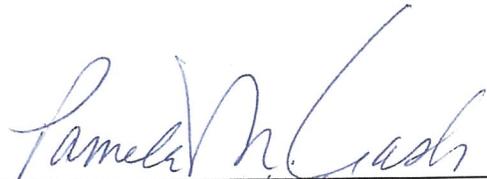


**RESOLUTION OF
THE LODGE AT CEDAR RIVER VILLAGE ASSOCIATION**

At the Annual Meeting of the Members of The Lodge at Cedar River Village Association being held on the 24th day of September, 2016, with a quorum of the members being present

Upon motion duly made, seconded and adopted by a majority of the members it was:

RESOLVED, that Trinidad Resort and Club, LLC, d/b/a "Shanty Creek Resorts" is and continues to be approved and appointed as the rental management agent for the Association as referenced in the Master Deed of the Condominium.



Pamela M. Nash, Secretary

ATTEST:



GARY R. MARKWARDT, Chairman

CERTIFICATION 92298 815
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.

Beverly Edgington, Antrim County Treasurer

ANTRIM COUNTY MI.
Register of Deeds
Recorded

09-22-1998 09:35:49

Wanda R. Conwas
REGISTER OF DEEDS

MASTER DEED

For

THE LODGE AT CEDAR RIVER VILLAGE

MASTER DEED, Made this 16th day of September, 1998, by SHANTY CREEK REAL ESTATE PROPERTIES & DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, of 5780 Shanty Creek Road, Bellaire, Michigan 49615 (hereinafter referred to as the "Developer");

WITNESETH:

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 LODGE AT CEDAR RIVER VILLAGE by recording of this Master Deed as a condominium project and does declare that THE LODGE 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 LODGE AT CEDAR RIVER VILLAGE, Antrim County Condominium Subdivision Plan No. 73. 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 Custer and 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 AND PART OF SECTION 3, TOWN 29 NORTH, RANGE 7 WEST, CUSTER 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 S 88°32'43"E 193.54 FEET TO THE PLACE OF BEGINNING; THENCE N 5°44'13"E 163.03 FEET; THENCE N 90°00'00"E 280.02 FEET; THENCE N 80°04'01"E 203.33 FEET; THENCE N 30°01'42"E 75.93 FEET; THENCE N 26°19'48"W 251.98 FEET; THENCE N 90°00'00"E 230.50 FEET; THENCE S 63°43'30"E 339.45 FEET; THENCE S 45°28'32"E 155.15 FEET; THENCE S 44°31'28"W 52.00 FEET; THENCE N 45°28'32"W 84.12 FEET; THENCE S 14°09'20"W 120.87 FEET; THENCE S 30°01'43"W 180.37 FEET; THENCE S 8°22'47"E 84.49 FEET; THENCE S 81°37'13"W 49.17 FEET; THENCE N 8°22'47"W 60.56 FEET; THENCE S 81°37'13"W 265.54 FEET; THENCE N 80°29'20"W 551.78 FEET TO THE PLACE OF BEGINNING.

ACCESS EASEMENT

PART OF SECTION 34, TOWN 30 NORTH, RANGE 7 WEST, KEARNEY TOWNSHIP, AND PART OF SECTION 3, TOWN 29 NORTH, RANGE 7 WEST, CUSTER TOWNSHIP, ANTRIM COUNTY, MICHIGAN DESCRIBED AS;

A 50 FOOT WIDE EASEMENT 25 FEET EITHER SIDE OF A CENTERLINE DESCRIBED AS;

BEGINNING AT THE SOUTH WEST CORNER OF SECTION 34, TOWN 30 NORTH, RANGE 7 WEST, KEARNEY TOWNSHIP, ANTRIM COUNTY, MICHIGAN; THENCE N 00°56'00"E 165.11 FEET; THENCE 253.55 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, RADIUS 325.00 FEET, DELTA 44°42'01", CHORD N 60°58'39"E 247.17 FEET; THENCE 174.92 FEET ALONG THE ARC OF A NON TANGENTIAL CURVE TO THE LEFT, RADIUS 100.00 FEET, DELTA 100°13'21", CHORD N 87°27'29"E 153.46 FEET; THENCE 390.56 FEET ALONG A NON TANGENTIAL CURVE TO THE LEFT, RADIUS 295.82 FEET, DELTA 75°38'43", CHORD S 68°44'32"E 362.81 FEET; THENCE N 73°26'03"E 221.60 FEET; THENCE 595.81 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, RADIUS 775.00 FEET, DELTA 44°02'55", CHORD S 84°32'29"E 581.25 FEET; THENCE S 62°31'03"E 279.19 FEET; THENCE 205.04 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, RADIUS 311.00 FEET, DELTA 37°46'27", CHORD S 81°24'15"E 201.34 FEET; THENCE N 79°42'31"E 121.67 FEET; THENCE 208.06 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, RADIUS 211.00 FEET, DELTA 56°29'49", CHORD S 72°02'35"E 199.73 FEET; THENCE S 43°47'40"E 162.80 FEET; THENCE 226.03 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, RADIUS 189.00 FEET, DELTA 68°31'19", CHORD S 78°03'18"E 212.80 FEET; THENCE N 67°41'03"E 137.16 FEET TO POINT A AND THE PLACE OF ENDING.

ALSO BEGINNING AT POINT A; THENCE N 22°18'57"W 25.00 FEET; THENCE N 71°06'10"E 142.93 FEET; THENCE ALONG THE SOUTH BOUNDARY OF THE LODGE AT CEDAR CREEK CONDOMINIUM IN THE FOLLOWING THREE COURSES: S 80°29'20"E 551.78 FEET, N 81°37'13"E 265.54 FEET, AND S 08°22'47"E 51.89 FEET; THENCE 66.35 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT RADIUS 236.00 FEET, DELTA 16°06'26", CHORD S 75°57'50"W 66.13 FEET; THENCE S 84°01'03"W 212.82 FEET; THENCE 30.40 ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, RADIUS 235.99 FEET, DELTA 07°22'53", CHORD S 87°42'23"W 30.38 FEET; THENCE N 88°21'15"W 278.02 FEET; THENCE N 73°45'37"W 250.38 FEET; THENCE S 75°34'55"W 109.69 FEET; THENCE N 22°18'57"W 25.00 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, Condominium Bylaws, Articles of Incorporation, 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 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 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. Lot or Unit shall each mean the enclosed space constituting a complete, single, residential or commercial unit in the condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" as defined in the Act.
- E. 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.

F. Condominium Project, Condominium or Project means THE LODGE AT 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 Co-Owner for all purposes relating to the project. The term "owner", wherever 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. Shanty Creek Real Estate Properties & Development Company, L.L.C., a Michigan limited liability company.

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, all as 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, cable TV and data wiring networks 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 perimeter walls, 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. 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, porches, entryways and fireplace chimneys shall be a limited common element to the unit to which each is assigned or appurtenant as shown on Exhibit "B" attached hereto.

3. Public area bathrooms, housekeeping service areas and guest areas shall be a limited common element to the unit to which each is assigned or appurtenant as shown on Exhibit "B" attached hereto.

C. The costs of maintenance, repair and replacement of all general and limited common elements described above (and the parking area, walkways and landscape areas serving the project as designated on Exhibit "B" attached hereto) 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.

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 Condominium 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 Plans 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 certain expenses of administration of the Association and common elements of the condominium.

Expenses allocated based on percentage of value are electric, heat, grounds maintenance, building maintenance, insurance, elevator maintenance and the contingency reserve. Other expenses will be allocated equally to each unit (pool maintenance, Spring/Fall cleaning, cable TV, telephone, management fee, road maintenance and legal and accounting. Sewer and water charges will be assessed by the Schuss Mountain Sewer and Water Company based upon the number of toilets in each unit. Unless otherwise provided, each respective Co-Owner shall have one vote 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 approved 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 certain allocable expenses were the proper determining factors to be considered.

D. The percentage of value assigned to each unit is as follows:

<u>Unit Number</u>	<u>Percentage Of Value</u>	<u>Unit Number</u>	<u>Percentage Of Value</u>	<u>Unit Number</u>	<u>Percentage Of Value</u>
1	0.58%	31	0.58%	61	0.58%
2	0.58%	32	0.58%	62	0.58%
3	0.58%	33	0.58%	63	0.58%
4	0.58%	34	0.58%	64	0.58%
5	0.58%	35	0.58%	65	0.58%
6	0.58%	36	0.58%	66	0.58%
7	0.58%	37	0.58%	67	0.58%
8	0.58%	38	0.58%	68	0.96%
9	0.58%	39	0.58%	69	0.96%
10	0.58%	40	0.58%	70	0.96%

<u>Unit Number</u>	<u>Percentage Of Value</u>	<u>Unit Number</u>	<u>Percentage Of Value</u>	<u>Unit Number</u>	<u>Percentage Of Value</u>
11	0.58%	41	0.58%	71	0.96%
12	0.58%	42	0.58%	72	0.96%
13	0.58%	43	0.58%	73	0.58%
14	0.58%	44	0.58%	74	0.58%
15	0.58%	45	0.58%	75	0.58%
16	0.58%	46	0.58%	76	0.58%
17	0.58%	47	0.58%	77	0.58%
18	0.58%	48	0.58%	78	0.58%
19	0.58%	49	0.58%	79	0.96%
20	0.58%	50	0.58%	80	0.58%
21	0.58%	51	0.58%	81	0.96%
22	0.58%	52	0.58%	82	0.96%
23	0.58%	53	0.58%	83	0.96%
24	0.58%	54	0.58%	84	0.96%
25	0.58%	55	0.58%	85	20.94%
26	0.58%	56	0.58%	86	25.17%
27	0.58%	57	0.58%	87	1.37%
28	0.58%	58	0.58%		
29	0.58%	59	0.58%		
30	0.58%	60	0.58%		100.00%

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, entries, hallways 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 and communication infrastructures 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 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 amendment to this Master Deed.

VIII.

RESTRICTIVE COVENANTS

The land described in Article II above 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; said restrictions, notwithstanding Article XI 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.

IX.

SUBDIVISION OF UNITS

A. Any unit within the project may be subdivided upon approval of a majority of Co-owners. However, the Developer may elect to subdivide any unit at any time without Association approval.

B. If the Co-owner of a condominium unit which may be subdivided desires to subdivide the condominium unit, then the president of the Association of Co-owners shall, upon written application of the Co-owner, prepare and execute an

amendment to the Master Deed duly subdividing the condominium unit pursuant to this Article X and the Act.

C. An amendment to the Master Deed shall assign new identifying numbers to the new condominium units created by the subdivision of a condominium unit and shall allocate to those condominium units, on a reasonable basis, all of the undivided interest in the common elements appertaining to the subdivided condominium unit. The new condominium units shall jointly share all rights, and shall be equally liable, jointly and severally for all obligations, with regard to any limited common elements assigned to the subdivided condominium unit except to the extent that an amendment shall provide that portions of any limited common element assigned to the subdivided condominium unit exclusively should be assigned to any, but less than all, of the new condominium units.

D. An amendment to the Bylaws shall allocate to the new condominium units, on a reasonable basis, the votes in the Association of Co-owners allocated to the subdivided condominium unit, and shall reflect a proportionate allocation to the new condominium units of the liability for expenses of administration and rights to receipts of administration formerly appertaining to the subdivided condominium unit.

E. 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 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 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.

X.

MISCELLANEOUS

THE LODGE AT CEDAR RIVER VILLAGE is a condominium hotel located within the Shanty Creek Resort complex. As a condominium hotel, there will be a mixture of uses associated with this project, including resort, residential, restaurant, bar, exercise room, cart barn, pro shop and related commercial functions. The following provisions are designed to insure harmonious use and enjoyment of this project by all Co-Owners:

A. Each Co-Owner, their guests and invitees, shall have the right of access, use and enjoyment of those "public areas" associated with the operation of this project such as all entryways, hallways and the hotel lobby;

B. The Developer and its assigns (contemplated to be the owner-operator of Shanty Creek) shall have perpetual easements for themselves, their assigns, guests and invitees for use of all common elements for operation of the project and all other

amenities associated with Shanty Creek, including all golf operations, downhill skiing operations and cross-country skiing operations;

C. Notwithstanding any other provision contained in this Master Deed or the Condominium Bylaws, all votes of the Association shall be by percentage of value and not by number;

D. A Co-Owner electing to place his or her unit on rental management shall be required to utilize the rental management agent approved by the Association. Initially that rental management agent shall be Go Forward Operating Limited Partnership, the Owner-Operator of Shanty Creek. The rental management agent may only be changed upon a majority vote of the Association. No leasing or rental of units shall be permitted except through the rental management program approved by the Association;

NOTE

E. The pool and spa shown on Exhibit "B" hereto is not part of this project. The pool and spa shall, however, be a "common recreation facility" as provided in the First Amendment to the Cedar River Village Roadway Operation and Maintenance Restrictions recorded in Liber 488, Pages 1380 through 1381, Antrim County Register of Deeds.

F. Notwithstanding anything to the contrary in the Master Deed or Condominium Bylaws, allocation of expenses associated with this project shall be as described in Article V, Section B, of this Master Deed. The Developer reserves the right to change or alter the method of assessment to correct any inequities that may arise.

XI.

AMENDMENT

A. 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.

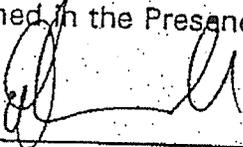
B. The condominium documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-owners. A Co-Owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments.

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, 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.

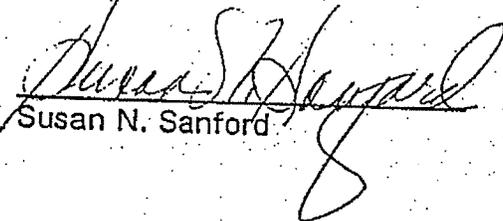
Signed in the Presence of:



Donald A. Brandt

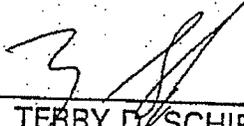
DEVELOPER:

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



Susan N. Sanford

By:



TERRY D. SCHIEBER

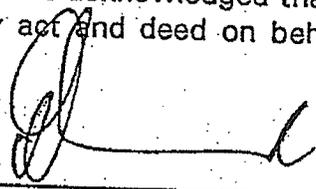
Its: Authorized Signatory

STATE OF MICHIGAN

County of Grand Traverse

)
) ss
)

On this 16th day of September, 1998, 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.



Donald A. Brandt, Notary Public
Grand Traverse County, Michigan
My Commission Expires: September 7, 1999

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

DONALD A. BRANDT, ESQ.

Brandt, Fisher, Alward & Roy, P.C.
401 Munson Avenue, P.O. Box 5817
Traverse City, Michigan 49696-5817
(616) 941-9660

SURVEYOR'S CERTIFICATE

I, JOSEPH B. O'NEILL, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS ANTRIM COUNTY COMMUNITAL SUBDIVISION PLAN NO. 73, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;

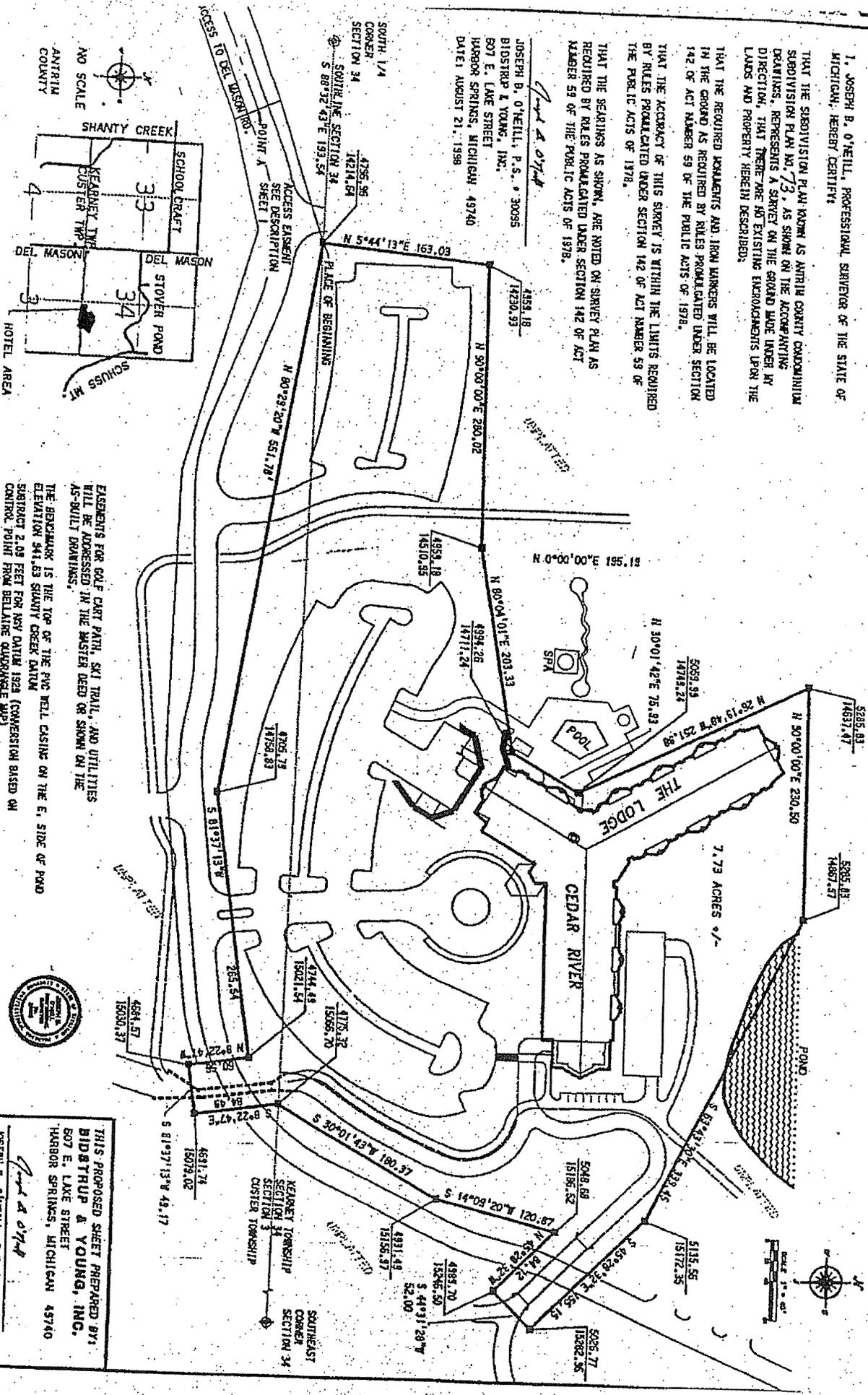
THAT THE REQUIRED EASEMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

JOSEPH B. O'NEILL, P.S. # 30035
BIDSTRUP & YOUNG, INC.

807 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740
DATE: AUGUST 21, 1998



ELEMENTS FOR GOLF CART PATH, SKI TRAIL, AND UTILITIES WILL BE ADDRESSED IN THE MASTER DEED OR SHOWN ON THE AS-BUILT DRAWINGS.

THE BENCHMARK IS THE TOP OF THE PVC BELL CASING ON THE E. SIDE OF POOL ELEVATION 541.63 SHANTY CREEK DATUM SURVEYED 2.08 FEET FOR NOV DATEM 1928 (CONVERSION BASED ON CONTROL POINT FROM BELLARE QUADRANGLE MAP)

THE BEARINGS ARE BASED ON A SURVEY BY JOSEPH B. O'NEILL DATED JULY 17, 1997



THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
807 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740

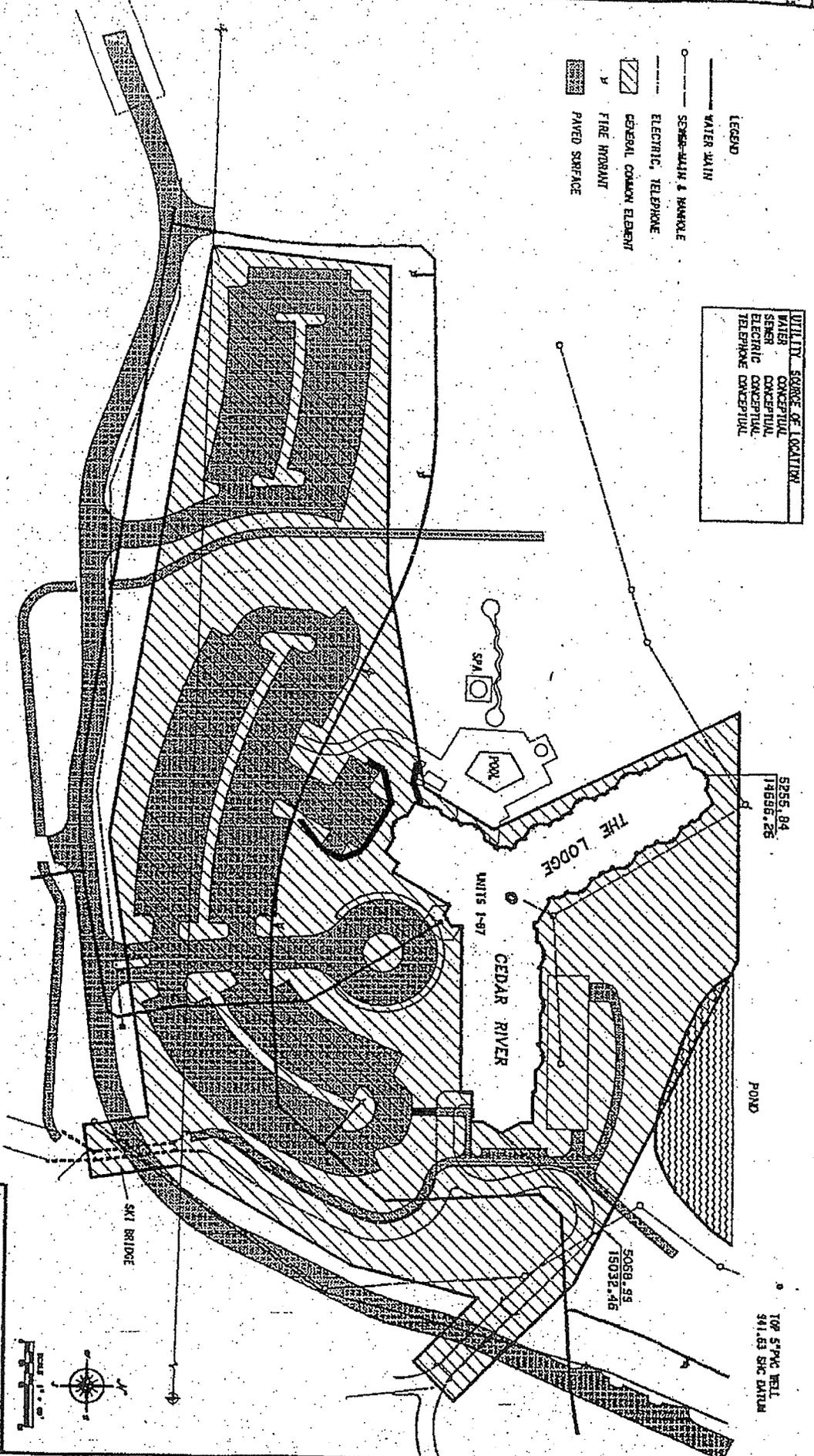
JOSEPH B. O'NEILL, P.S. NO. 30035
DATE: AUGUST 21, 1998

THE LODGE AT CEDAR RIVER

SURVEY PLAN

UTILITY SOURCE OF LOCATION	
WATER	CONCEPTUAL
SEWER	CONCEPTUAL
ELECTRIC	CONCEPTUAL
TELEPHONE	CONCEPTUAL

- LEGEND**
- WATER MAIN
 - SEWER MAIN & MANHOLE
 - ELECTRIC, TELEPHONE
 - ▨ GENERAL COMMON ELEMENT
 - FIRE HOUSING
 - ▤ PAVED SURFACE



NOTE:
 UTILITY LOCATIONS ARE CONCEPTUAL ONLY. ACTUAL LOCATIONS WILL BE SHOWN ON THE AS BUILT DRAWINGS.
 WATER, SEWER, ELECTRIC, AND TELEPHONE SERVING THIS PROJECT MUST BE BUILT. CABLE TV AND GAS NEED NOT BE BUILT.



JOSEPH B. O'NEILL, P.E.
 30085
 AUGUST 21, 1988

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

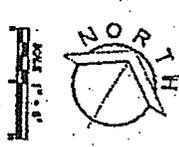
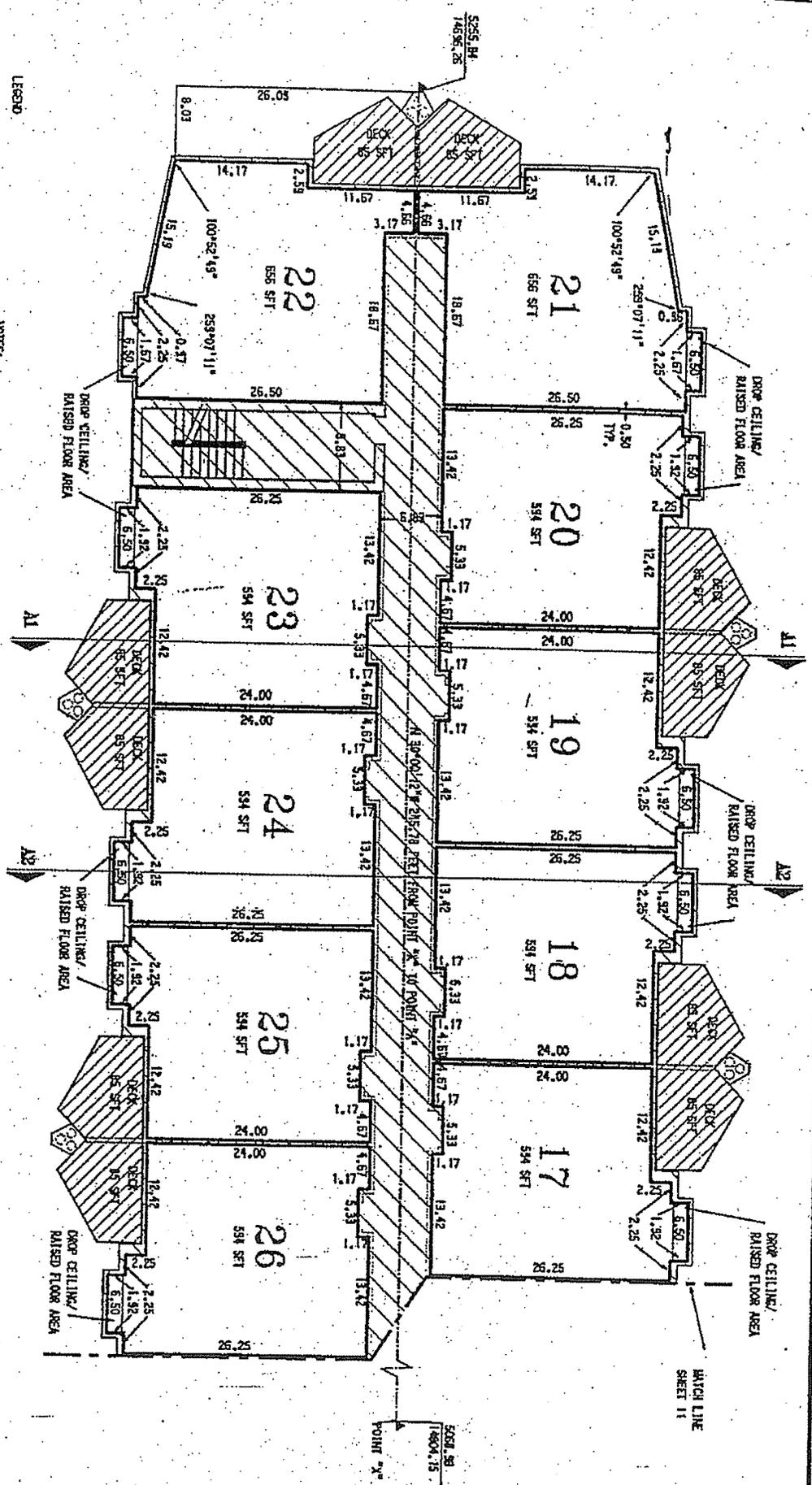
Joseph B. O'Neill
 JOSEPH B. O'NEILL, P.E., NO. 30085
 DATED AUGUST 21, 1988

THE LODGE AT CEDAR RIVER

SITE/UTILITY PLAN

LEGEND
 — LIMITS OF OWNERSHIP
 ▨ GENERAL COMMON ELEMENT
 ▩ LIMITED COMMON ELEMENT
 ▲ COORDINATE POINT

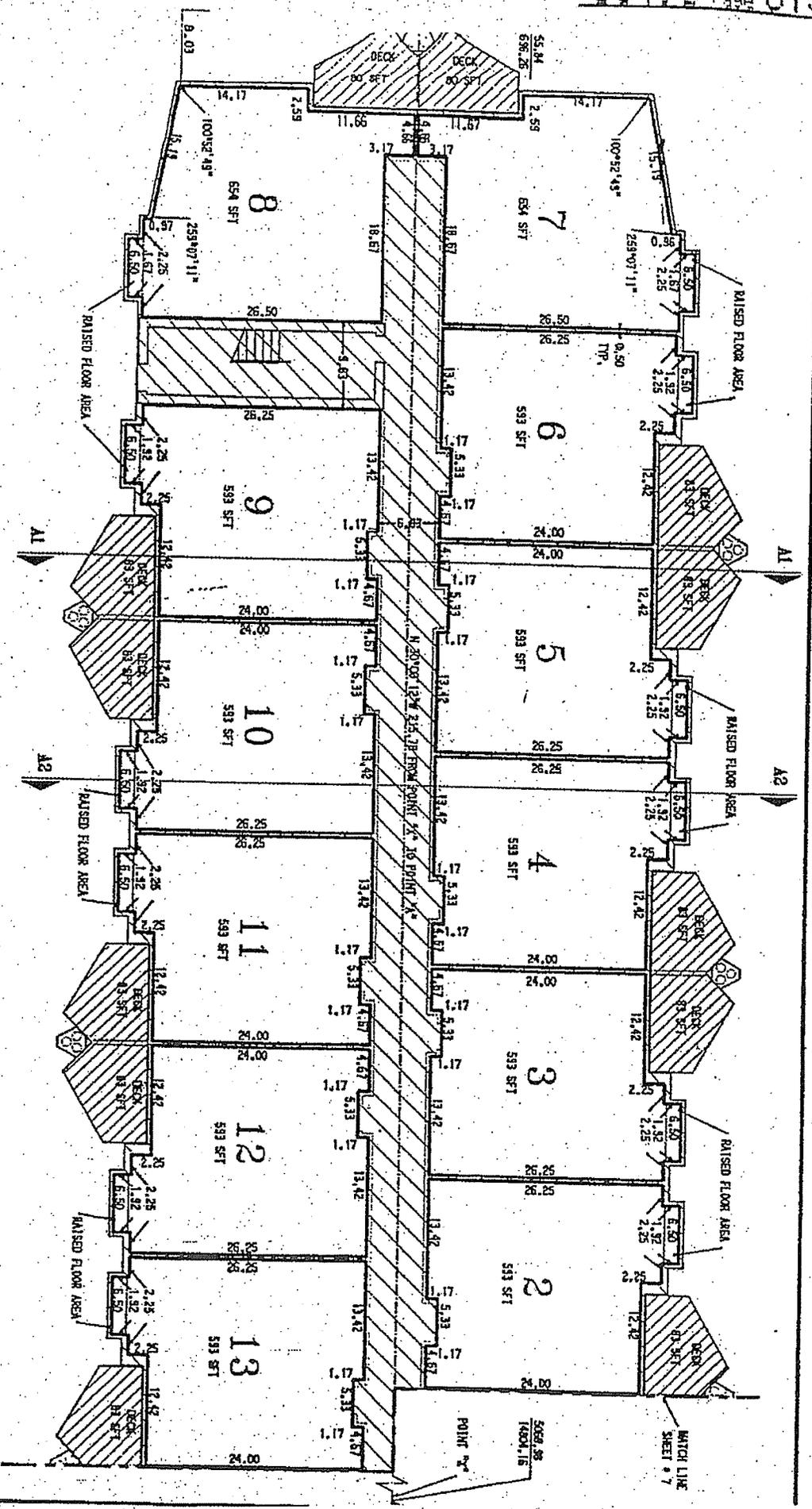
NOTES
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEET 20 FOR UNIT CROSS-SECTIONS



THE LODGE AT CEDAR RIVER
 FLOOR PLAN WING "A"
 MAIN LEVEL

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH B. O'NEILL, P.E., NO. 30095
 DATED AUGUST 21, 1981



LEGEND

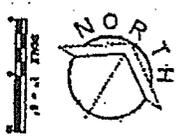
- LIMITS OF OWNERSHIP
- ▭ GENERAL COMMON ELEMENT
- ▨ LIMITED COMMON ELEMENT
- ▲ COORDINATE POINT

NOTES:

ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED

DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT

SEE SHEET 20 FOR UNIT CROSS-SECTIONS



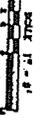
THE LODGE AT CEDAR RIVER

FLOOR PLAN WING "A" LOWER LEVEL

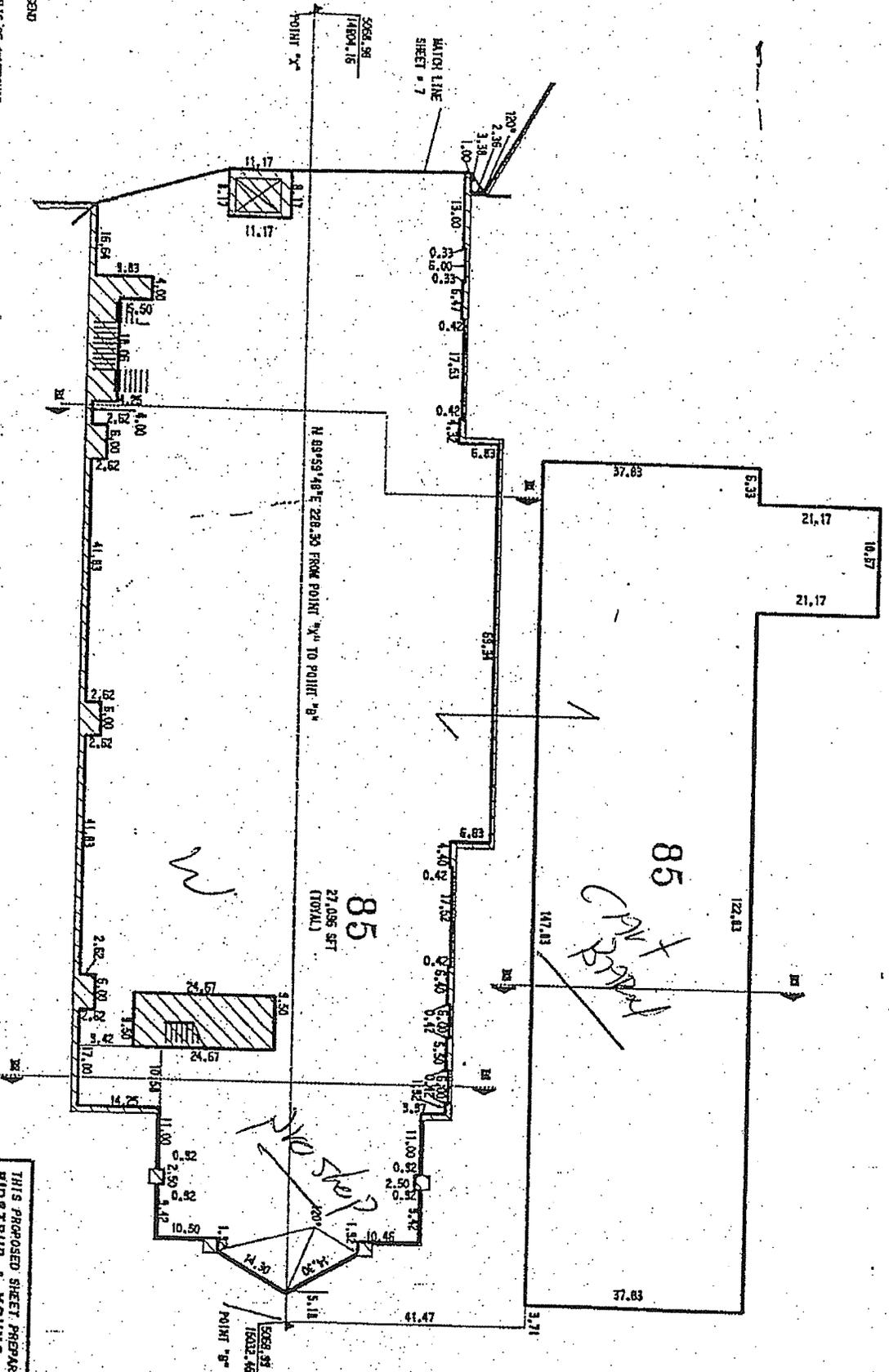
THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH B. O'NEILL, P.E. NO. 30025
 DATED AUGUST 21, 1988

- LEGEND
- LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▨ LIMITED COMMON ELEMENT
 - ▲ COORDINATE POINT



NOTES:
ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNITSEE SHEET 21 FOR UNIT CROSS-SECTIONS

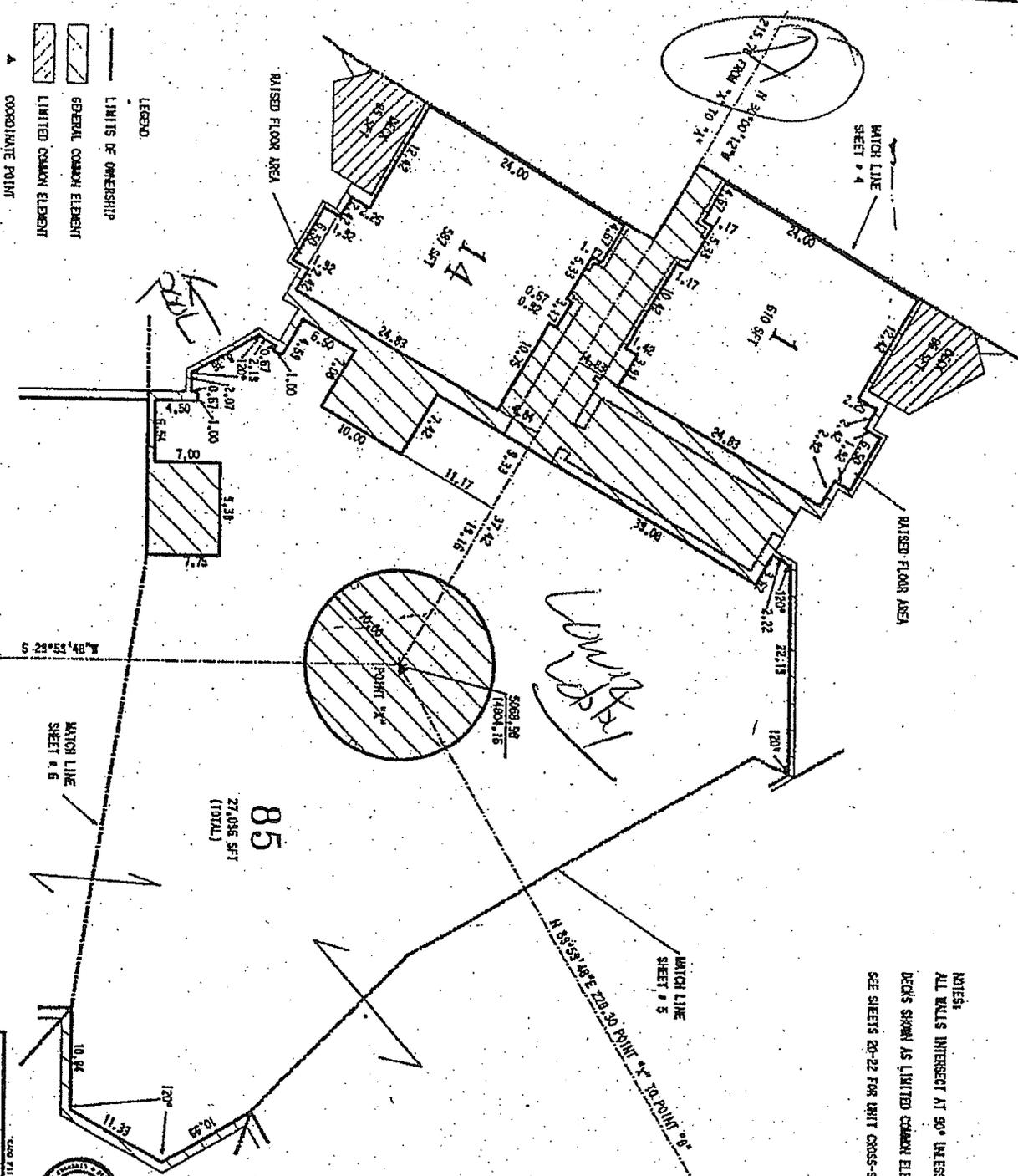


THE LODGE AT CEDAR RIVER
LOWER LEVEL

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
607 E. LAKE STREET
HARBOR SPRINGS, MICHIGAN 49740

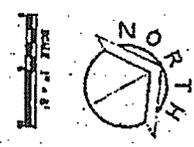
Prepared by:
Joseph B. O'Neill, P.E., No. 30095
DATE: AUGUST 21, 1988

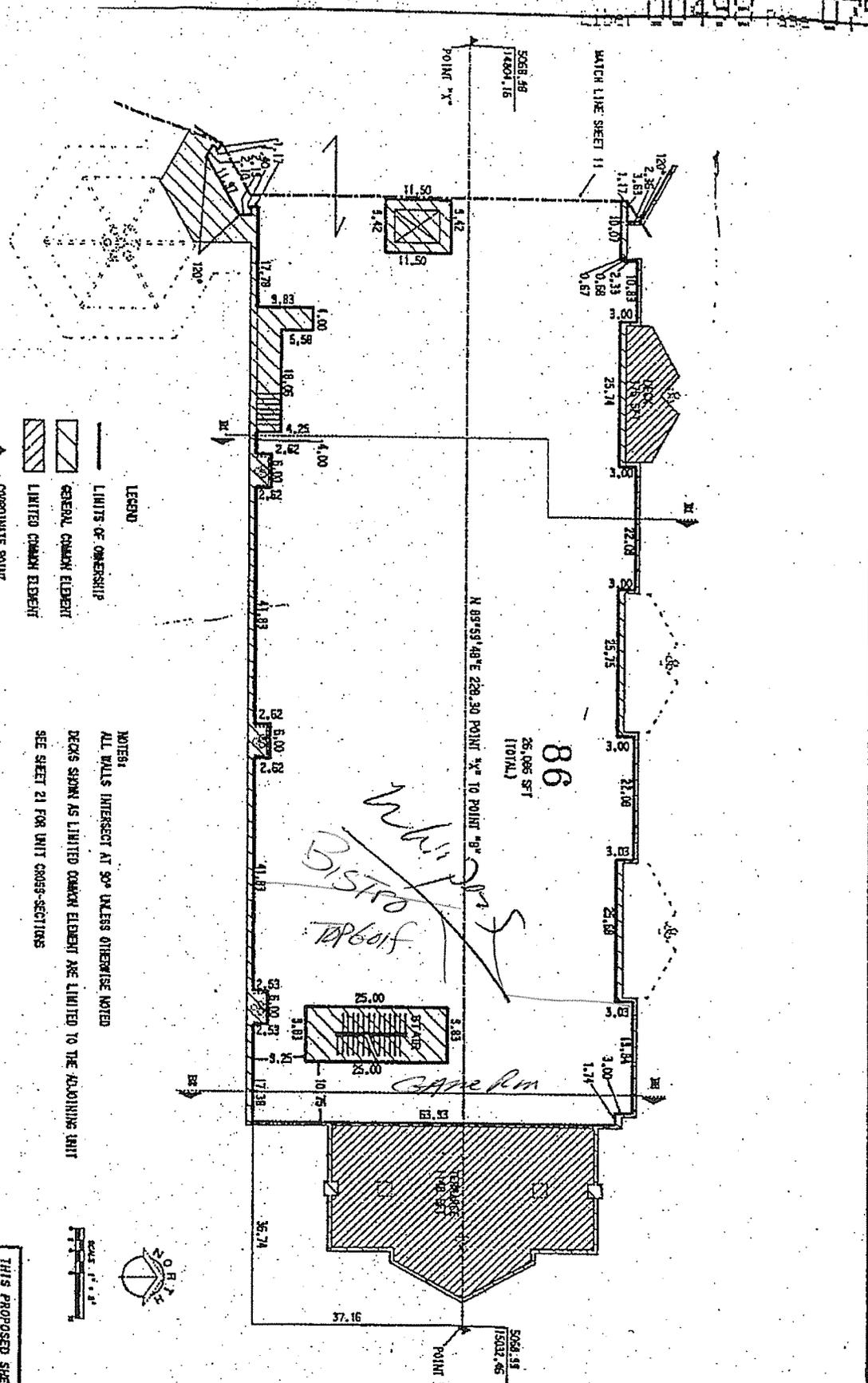
LEGEND
 LIMITS OF OWNERSHIP
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 COORDINATE POINT



NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEETS 20-22 FOR UNIT CROSS-SECTIONS

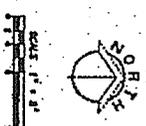
THE LODGE AT CEDAR RIVER
 27.056 SFT (TOTAL)
 85
 5069.88 (14804.16)
 THIS PROPOSED SHEET PREPARED BY:
 BIDSTROP & YOUNG, INC.
 607 E. LIVE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 JOSEPH B. O'NEILL, P.E., NO. 30095
 DATE: AUGUST 21, 1988





- LEGEND**
- LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▨ LIMITED COMMON ELEMENT
 - ▲ COORDINATE POINT

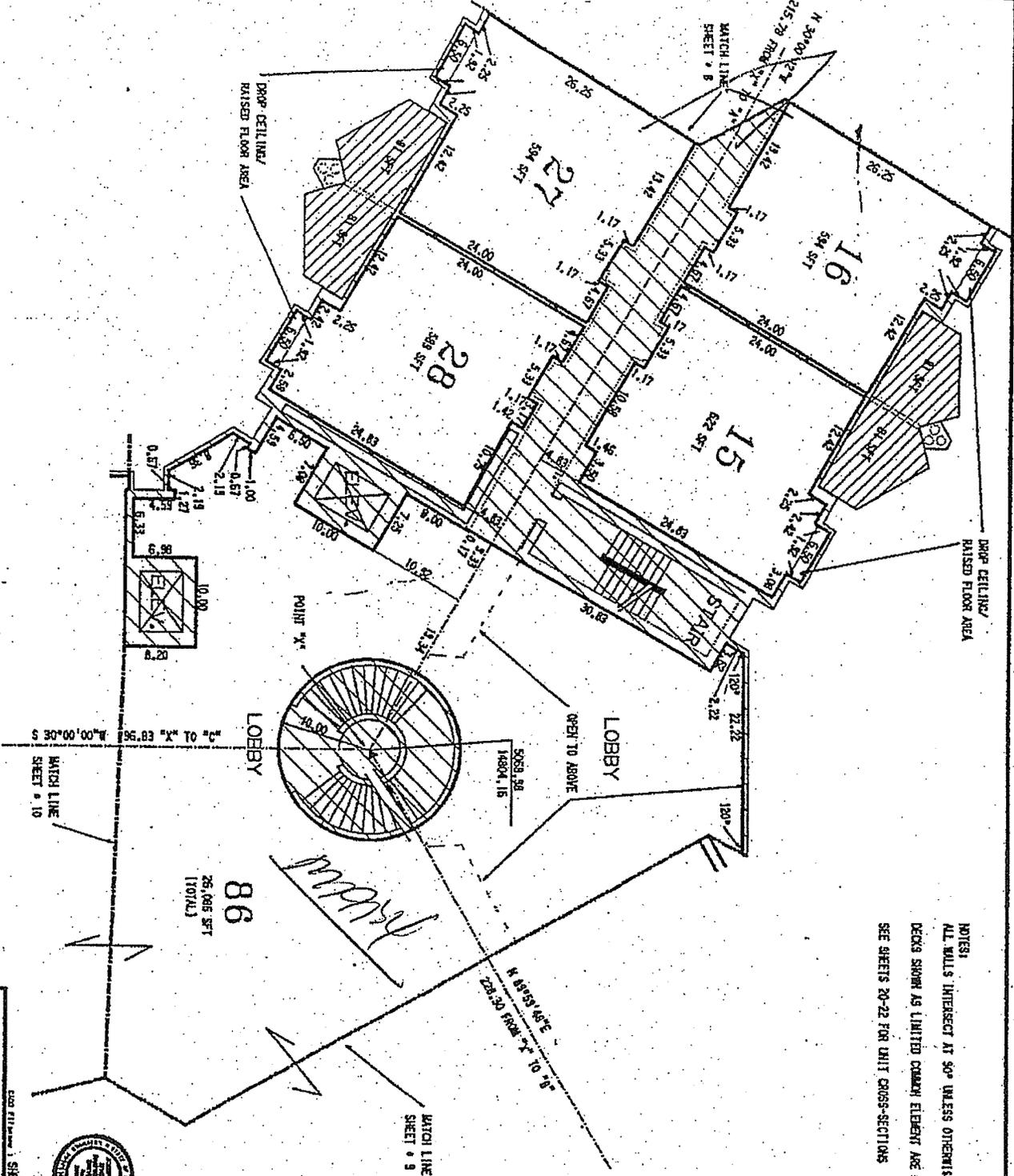
NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEET 21 FOR UNIT CROSS-SECTIONS



THE LODGE AT CEDAR RIVER
 5700R PLAN WING "B"
 MAIN LEVEL

THIS PROPOSED SHEET PREPARED BY:
 BIDSTROP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH B. O'NEILL, P.E., NO. 30095
 DATE: AUGUST 21, 1998



NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEETS 20-22 FOR UNIT CROSS-SECTIONS

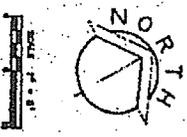
THE LOBBY AT CEDAR RIVER

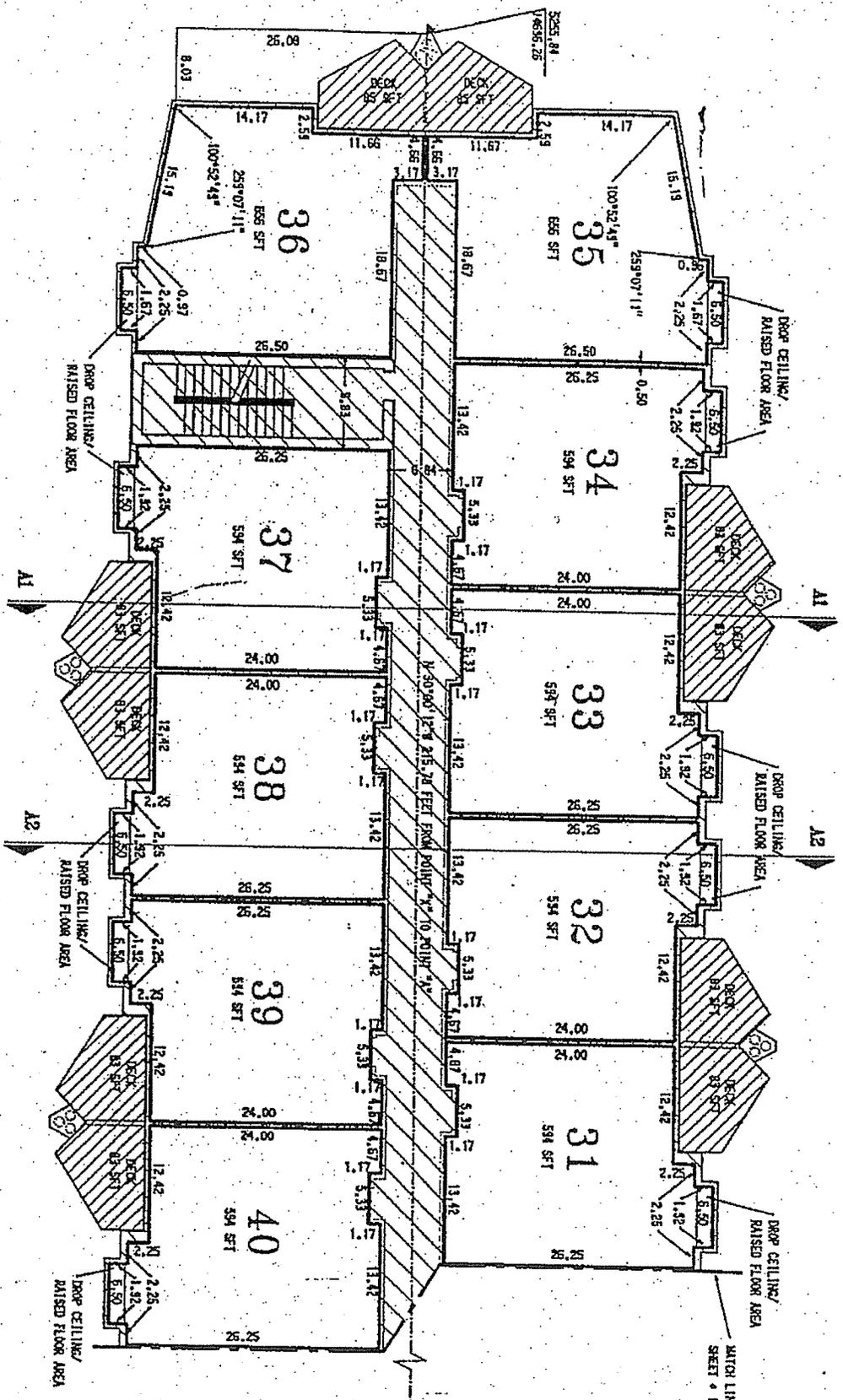
THIS PROPOSED SHEET PREPARED BY:
 BIDSTRUP & YOUNG, INC.
 807 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH E. O'NEILL, P.E., NO. 30095
 DATED AUGUST 21, 1989



- LEGEND
- LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▤ LIMITED COMMON ELEMENT
 - ▲ COORDINATE POINT





- LEGEND**
- LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▧ LIMITED COMMON ELEMENT
 - ▲ COORDINATE POINT

NOTES

ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED.

DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT.

SEE SHEET 20 FOR UNIT CROSS-SECTIONS.

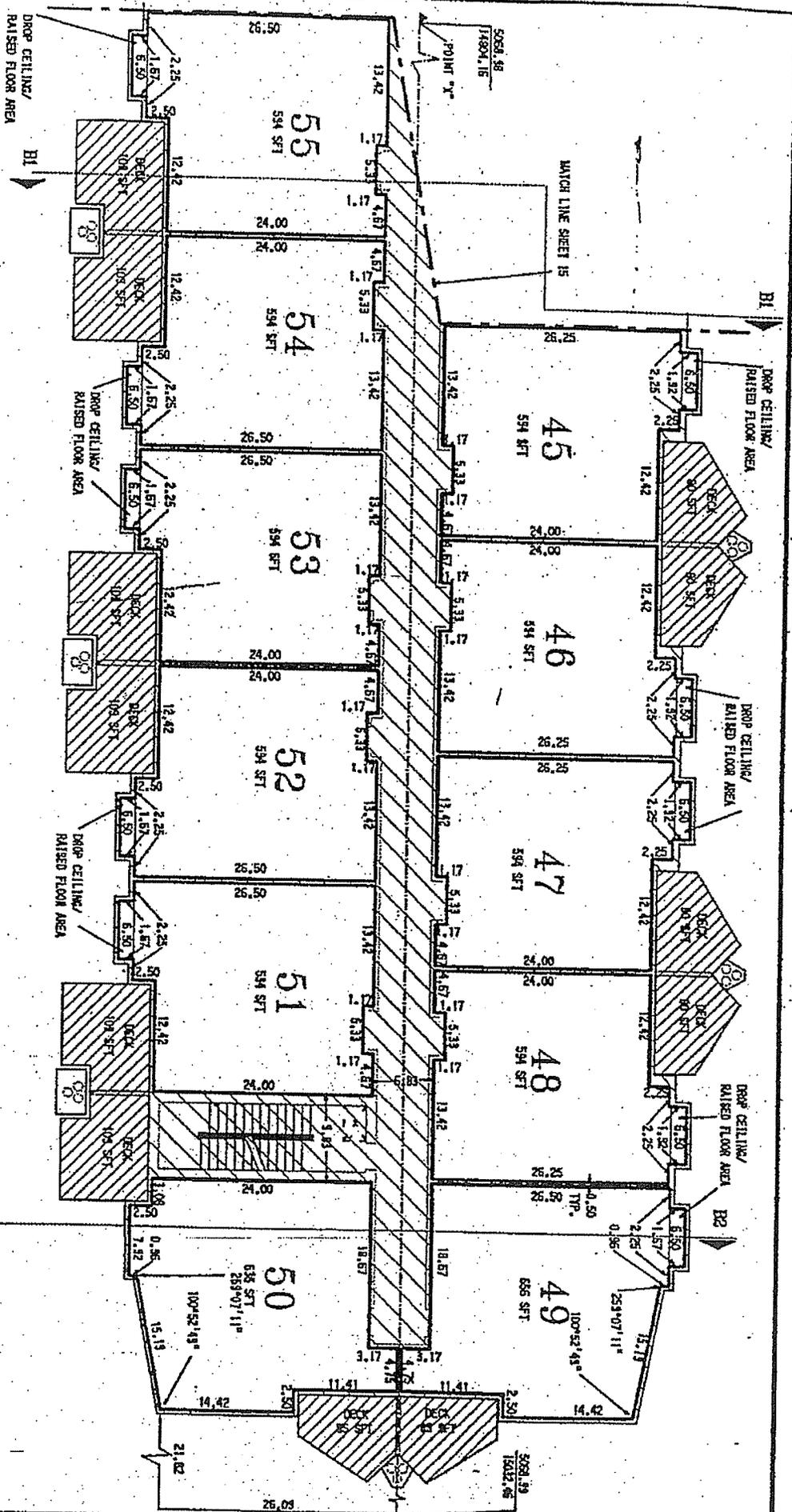


THE LODGE AT CEDAR RIVER

FLOOR PLAN WING 'A' UPPER LEVEL

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH E. O'NEIL, P.E., NO. 30095
 DATE: AUGUST 21, 1988



LEGEND

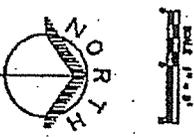
- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ▤ LIMITED COMMON ELEMENT
- ▲ COORDINATE POINT

NOTES

ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED

DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT

SEE SHEET 21 FOR UNIT CROSS-SECTIONS



THE LODGE AT CEDAR RIVER

UPPER LEVEL

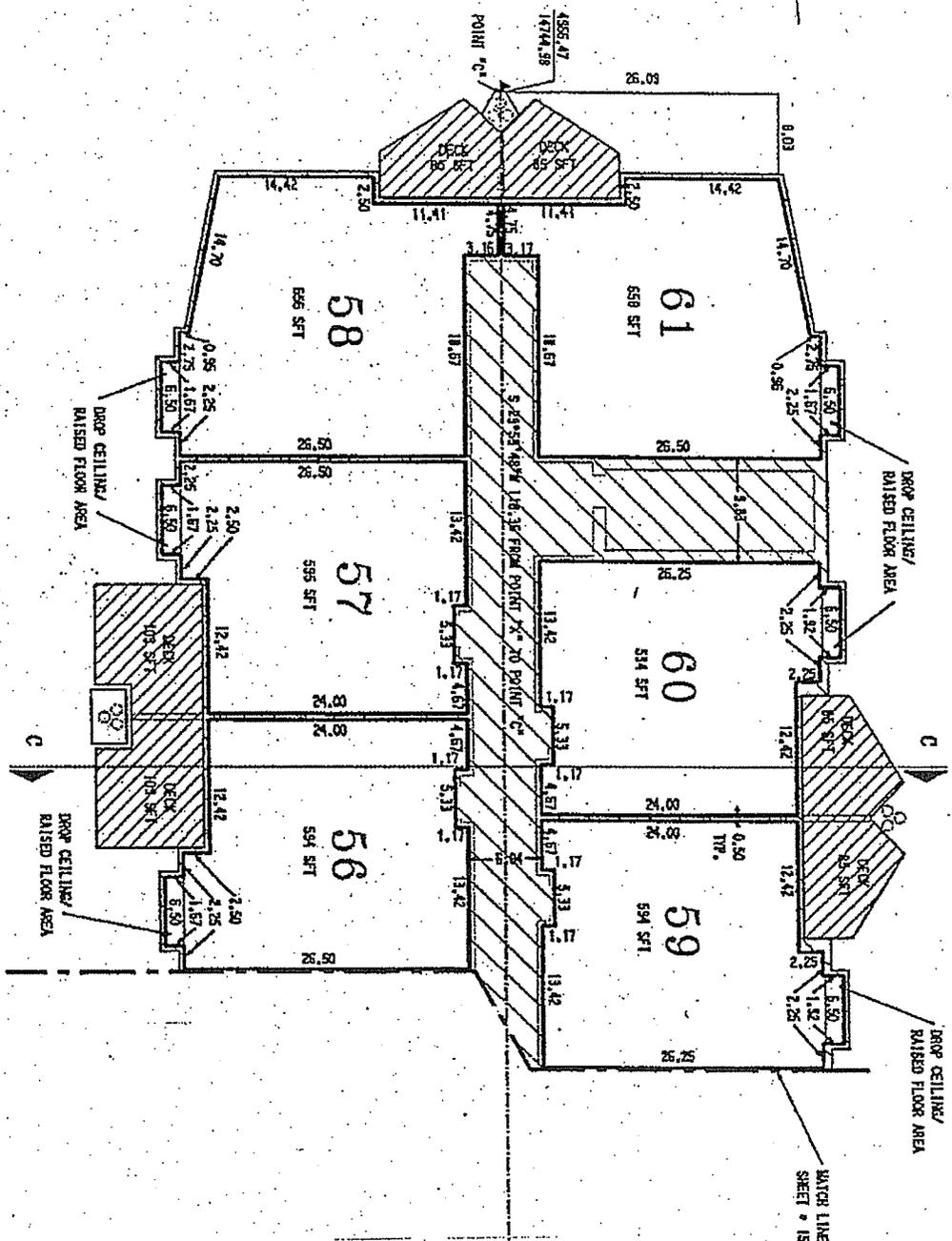
FLOOR PLAN UNIT 'B'

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

J. B. O'NEILL
 JOSEPH B. O'NEILL, P.E., NO. 30035
 DATE: AUGUST 21, 1998

- LEGEND
- LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▨ LIMITED COMMON ELEMENT
 - ▲ COORDINATE POINT

NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEET 22 FOR UNIT CROSS-SECTIONS



THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

Prepared by: *Joseph B. O'Veilly*
 JOSEPH B. O'VEILLY, P.E., NO. 30025
 DATED AUGUST 21, 1948

5602 58
 14804.16
 POINT X

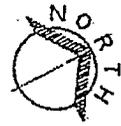
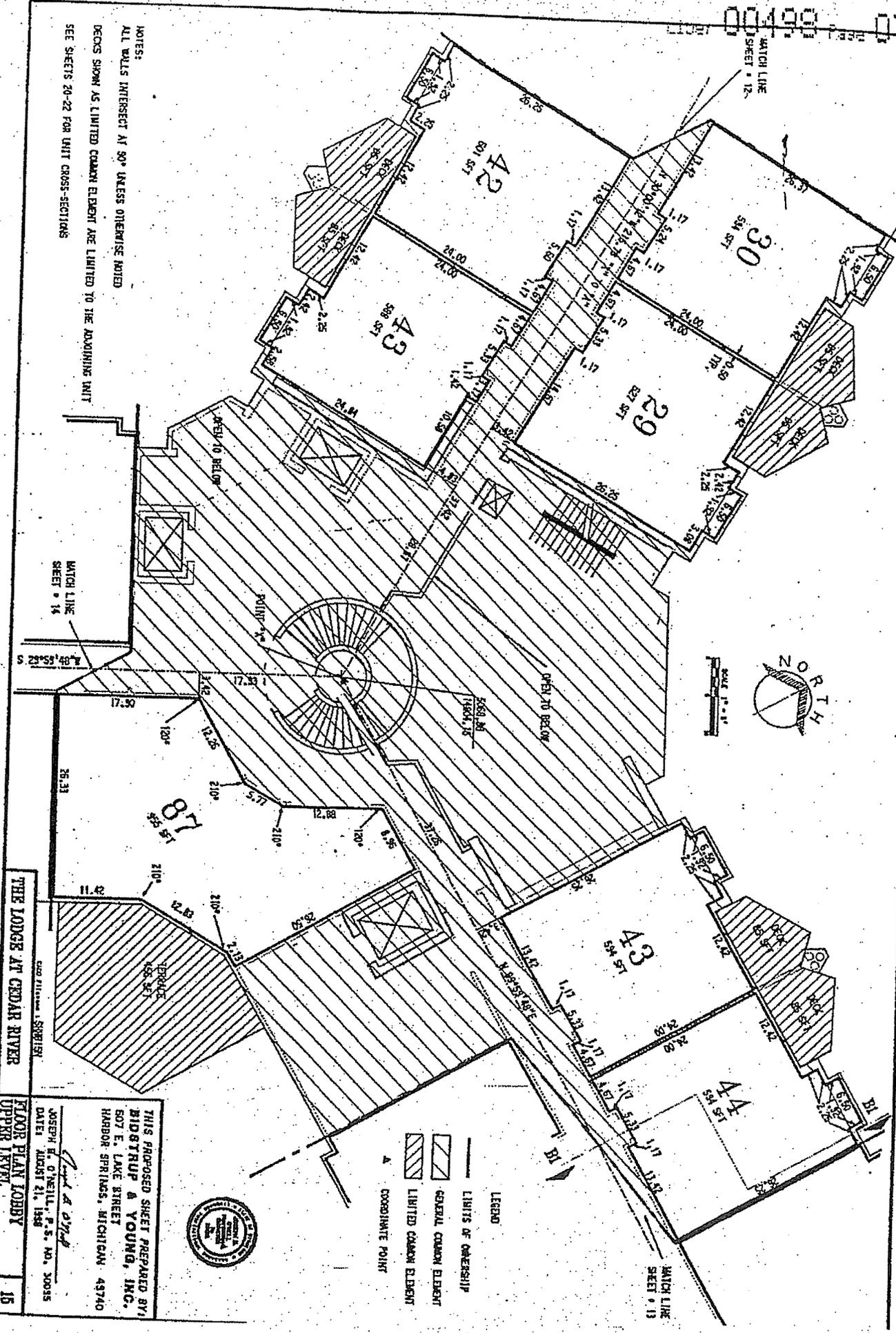
5000 59
 14744.98
 POINT C

THE LODGE AT CEDAR RIVER
 UPPER LEVEL

FLOOR PLAN WING 'C'

14

NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEETS 20-22 FOR UNIT CROSS-SECTIONS



LEGEND

- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ▤ LIMITED COMMON ELEMENT
- ▲ COORDINATE POINT

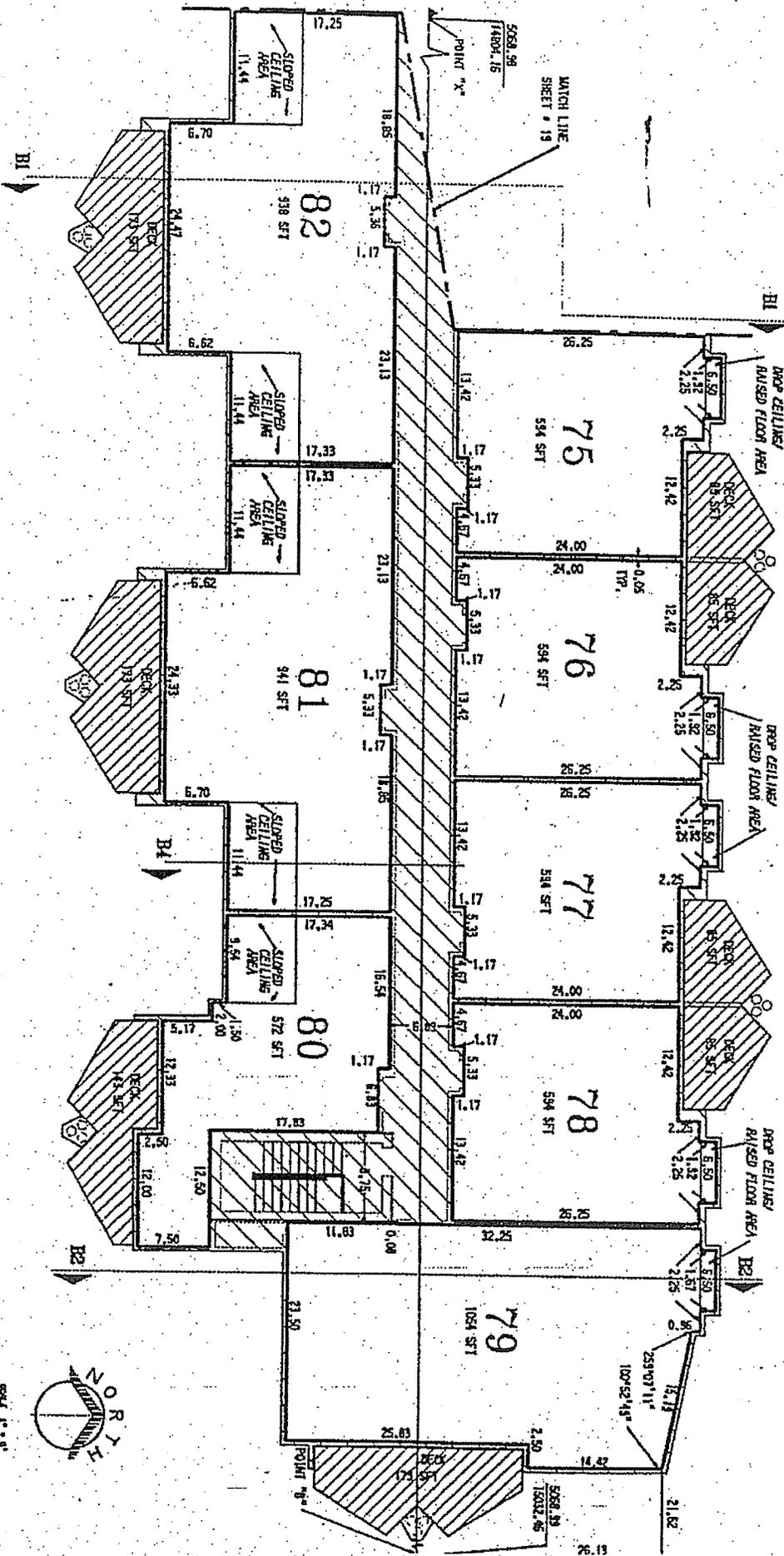


THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 307 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

Prepared by:
Joseph E. O'Neill, P.E., No. 30035
 DATE: AUGUST 21, 1989

THE LODGE AT CEDAR RIVER
 2000 CEDAR RIVER
 LIBERTYVILLE, MICHIGAN 49740

FLOOR PLAN LOBBY
 UPPER LEVEL



LEGEND

- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ▧ LIMITED COMMON ELEMENT
- ▲ COORDINATE POINT

NOTES

ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED

DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT

SEE SHEET 21 FOR UNIT CROSS-SECTIONS



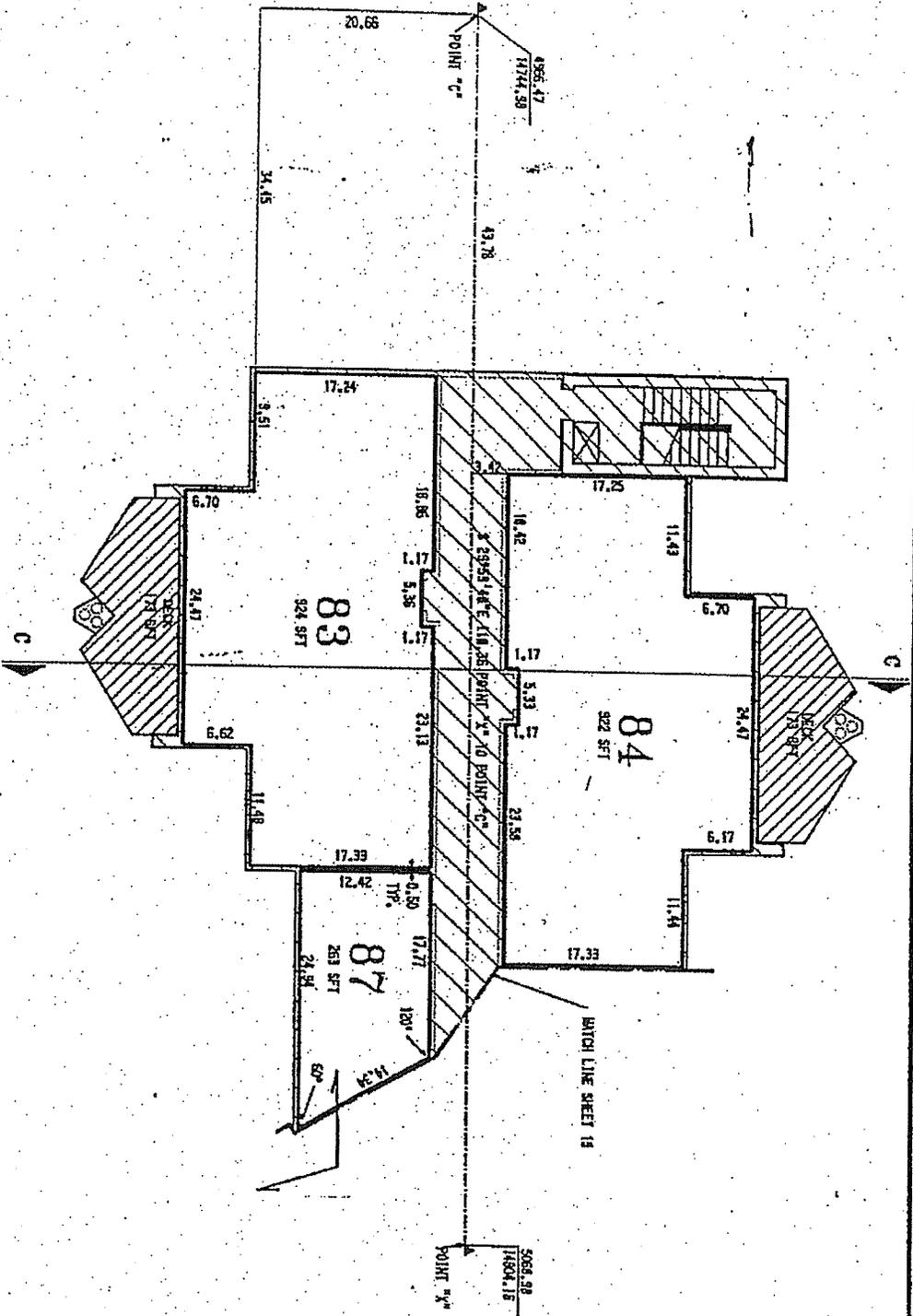
THE LODGE AT CEDAR RIVER
 500 215th Ave S, SHELLTON

FLOOR PLAN WING 'B'
 PENTHOUSE LEVEL

17

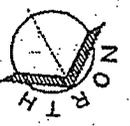
THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH B. O'NEILL, P.E., NO. 30095
 DATED AUGUST 21, 1988



- LEGEND**
- LIMITS OF OWNERSHIP
 - ▨ GENERAL COMMON ELEMENT
 - ▨ LIMITED COMMON ELEMENT
 - ▲ COORDINATE POINT

NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 SEE SHEET 22 FOR UNIT CROSS-SECTIONS



THE LODGE AT CEDAR RIVER
 500 MILLER STREET
 CEDAR RIVER, MICHIGAN

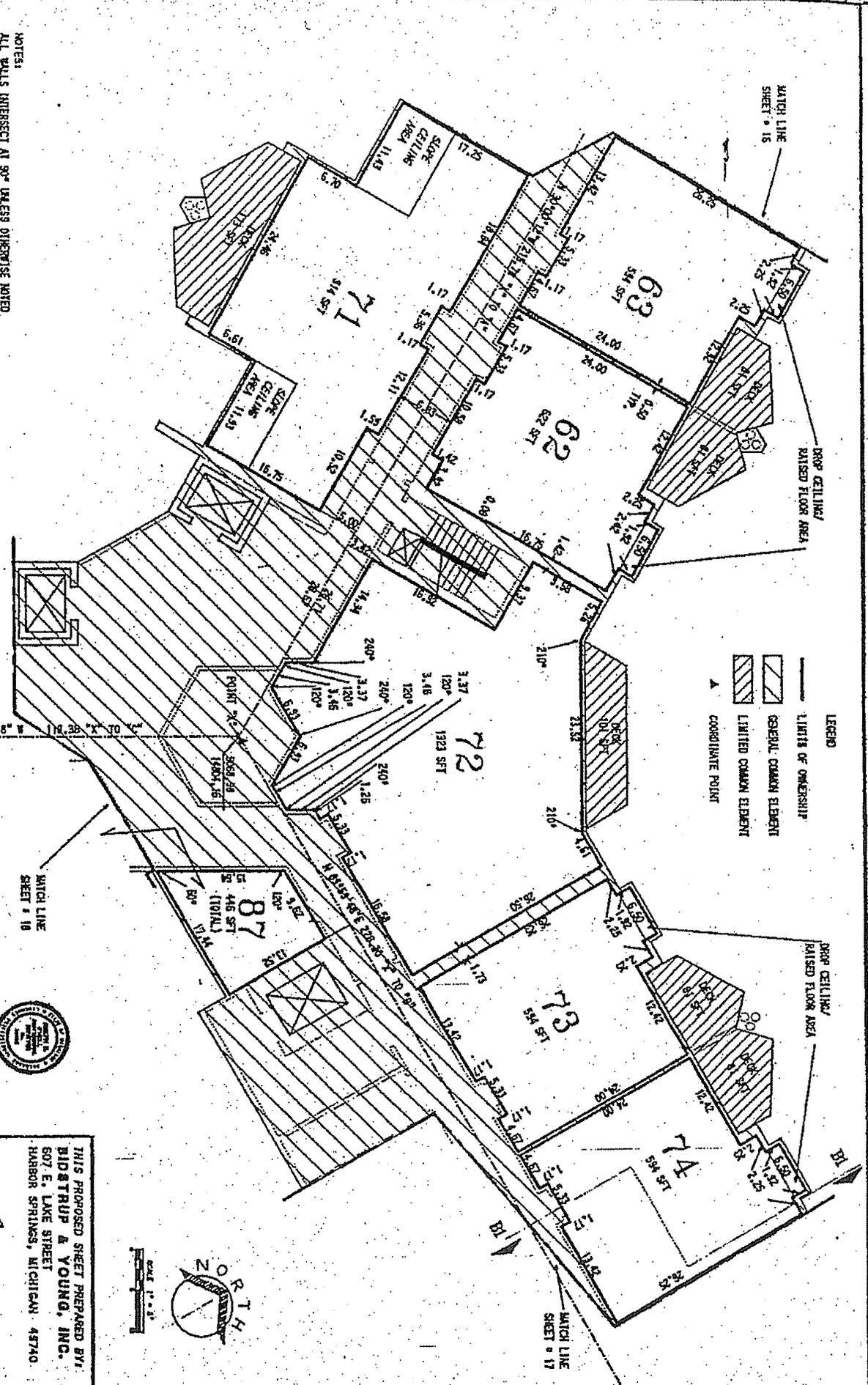
THIS PROPOSED SHEET PREPARED BY:
BIDTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

JOSEPH B. O'NEILL, P.E., NO. 30036
 DATE: AUGUST 21, 1988

Joseph B. O'Neill

FLOOR PLAN WING "C"
 PENHOUSE LEVEL

NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED.
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT.
 SEE SHEETS 20-22 FOR UNIT CROSS-SECTIONS.



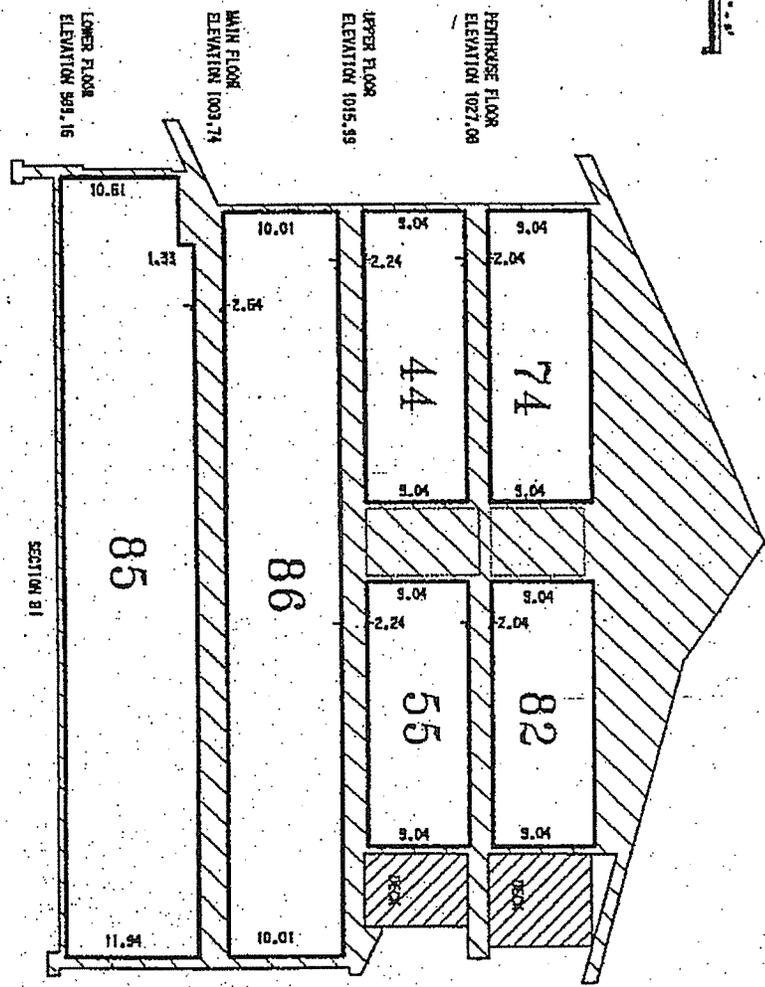
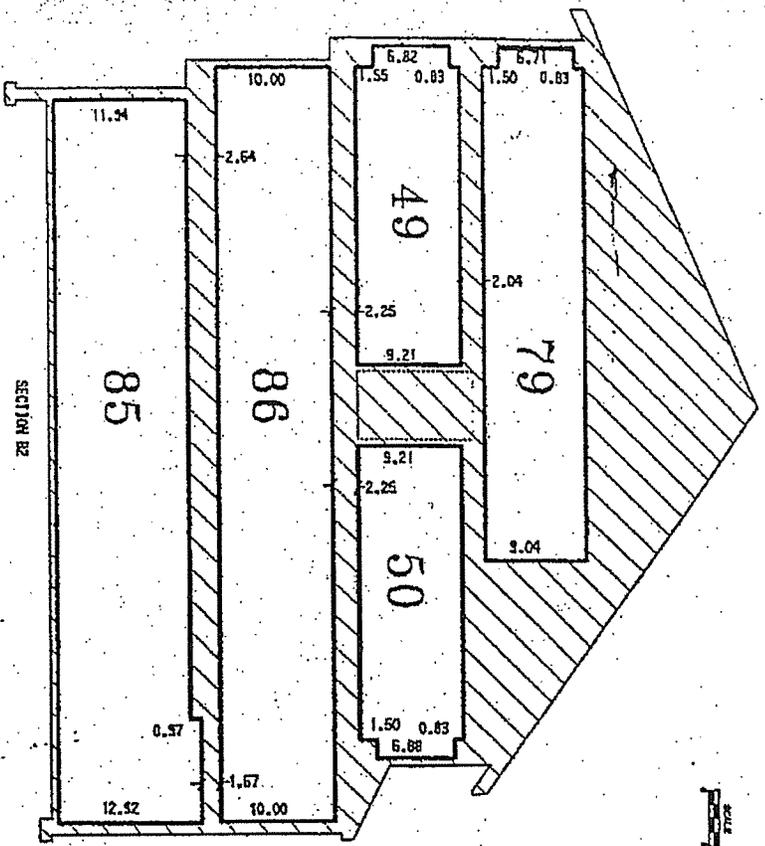
THE LODGE AT CEDAR RIVER
 PENTHOUSE LEVEL

THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

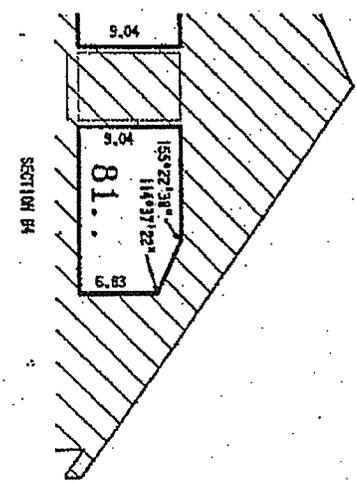
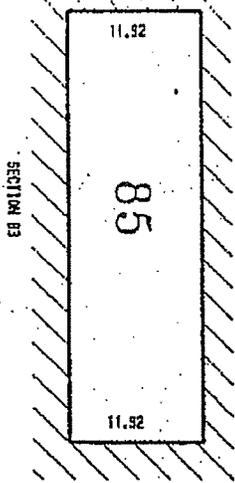
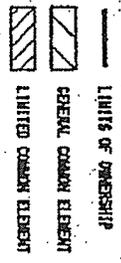
Prepared by:
JOSEPH B. O'NEILL, P.E., M.D., 30025
 DATED AUGUST 21, 1994

DATE: 8/21/94

18



NOTES:
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 DECKS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJOINING UNIT
 CEILING HEIGHT AND SLOPE CEILING AREAS MAY VARY AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS

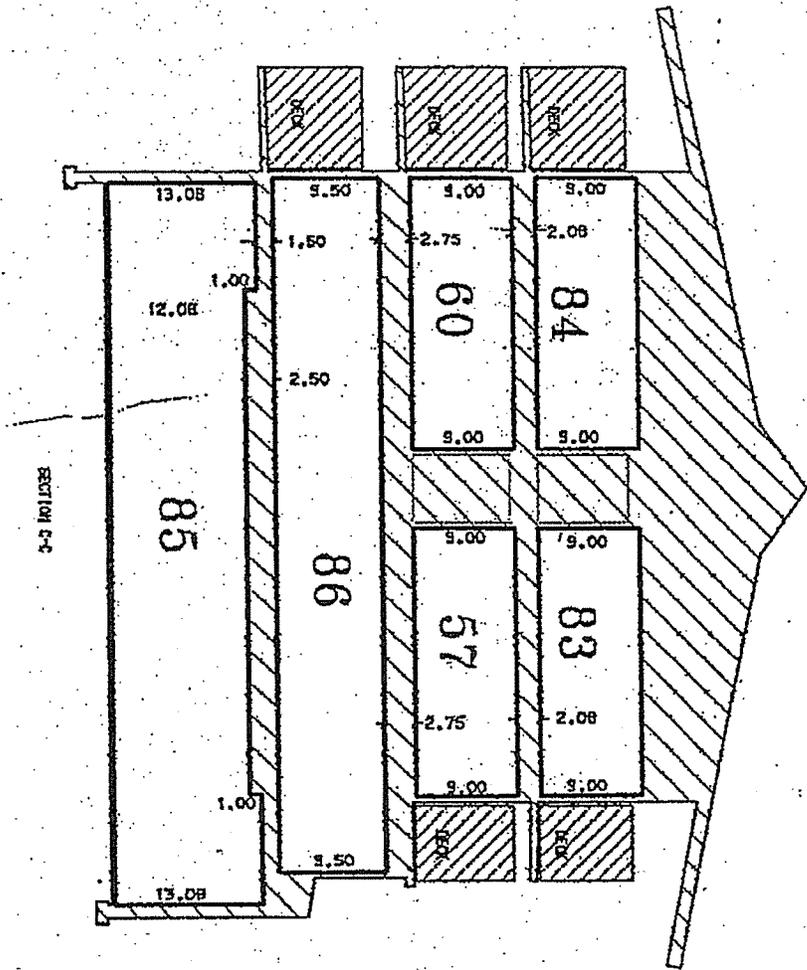


THIS PROPOSED SHEET PREPARED BY:
BIDSTRUP & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 JOSEPH R. O'NEIL, P.E., No. 30095
 DATE: NOV 21, 1999
 CROSS-SECTIONS WING 'B' 21

THE LODGE AT CEDAR RIVER
 JOB 2311000001 SHB21N

LEGEND
 --- LIMITS OF OWNERSHIP
 ▨ GENERAL COMMON ELEMENT
 ▩ LIMITED COMMON ELEMENT

NOTES
 ALL WALLS INTERSECT AT 90° UNLESS OTHERWISE NOTED
 CROSS SHOWN AS LIMITED COMMON ELEMENT ARE LIMITED TO THE ADJACENT UNIT
 CEILING HEIGHT AND SLOPE CEILING AREAS MAY VARY AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS



PENTHOUSE FLOOR ELEVATION 1027.00

UPPER FLOOR ELEVATION 1015.10

MAIN FLOOR ELEVATION 1000.74

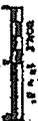
LOWER FLOOR ELEVATION 989.10



THE LODGE AT CEDAR RIVER

CROSS-SECTIONS WING "C"

THIS PROPOSED SHEET PREPARED BY:
BIDSTADT & YOUNG, INC.
 507 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 JOSEPH B. O'NEIL, P.E., NO. 30085
 DATE: MARCH 21, 1988



200407171007
Filed for Record in
ANTRIM COUNTY MICHIGAN
PATTY MIEPOTH - 268
07-01-2004 At 03:36 P.M.
NST D AMEND 17.00
701-228440 .00
101-614010 .00
DR Liber 718 Page 168 - 161

SECOND AMENDMENT TO MASTER DEED

FOR

THE LODGE AT CEDAR RIVER VILLAGE

NOW COMES the Board of Directors of the Association of Co-owners of The Lodge at Cedar River Village ("Association"), in accordance with the authority granted in the Master Deed recorded in the Antrim County records on September 15, 1998, at Liber 00498 Pages 0711 through page 0770, as amended by First Amendment to the Master Deed for The Lodge at Cedar River Village which is recorded in the Antrim County Records on January 11, 2000 at Liber 00536 Pages 0083 through pages 0088, pursuant to the actions taken by more than a 66.6% majority of the member in interest and in number at a special meeting of the membership held on June 5, 2004, hereby amends the Condominium By-Laws (Exhibit A to the Master Deed) as follows:

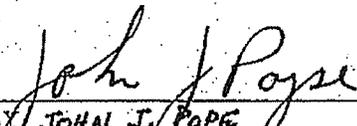
Article 1, Section 3(g) to read " The presence, in person or by proxy, of one-half (1/2) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum." The remainder of the paragraph remains unchanged.

ARTICLE VI. Paragraph A, Section 1 shall be modified in its entirety to read as follows:

"Notwithstanding anything else contained in the Master Deed or these By-Laws to the contrary, no unit in the Condominium shall be used for other than residential purposes. Ownership intervals of 12 weeks (Quarter Share) or four weeks (Twelfth Share) shall be considered as residential purposes and are herein made permissible. The common elements shall be used only for purposes consistent with the foregoing restrictions."

IN WITNESS WHEREOF the Board has caused this Second Amendment to the Master Deed for the Lodge at Cedar River Village to be executed this 30th day of June, 2004.

The Lodge at Cedar River Village
Condominium Association

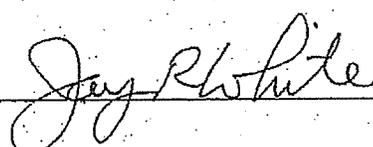

BY JOHN J. POPE
Its President

STATE OF MICHIGAN)
) SS
County of Antrim)

On this 30th day of June, 2004, before me, a Notary Public in and for said County and State, personally appeared

John J. Pope

To me personally known, being by me duly sworn, did say that he is President of the Board of Directors of The Lodge at Cedar River Village Condominium Association, a Michigan corporation, and he acknowledged that he executed said instrument as his free and voluntary act and deed on behalf of said Association.



JAY R. WHITE
NOTARY PUBLIC BENTON CO., MI
MY COMMISSION EXPIRES OCT 3, 2005

Notary Public,
Bentley County, Michigan
My Commission Expires 10/03/05

DRAFTED BY
CHERRIE D. HOFFMAN
SHANTY CREEK RESORT & CLUB
ONE SHANTY CREEK RD
BELLVILLE, MI 49615



8 0 6 7 5 5 9

Tx:4048110

202000006837

Filed for Record in

ANTRIM COUNTY MICHIGAN

PATTY NIEPOTH

REGISTER OF DEEDS

08/31/2020 08:56 AM

PAGES: 2

**THIRD AMENDMENT TO THE MASTER DEED
OF THE LODGE AT CEDAR RIVER VILLAGE CONDOMINIUM**

The Lodge at Cedar River Village Condominium Association, a Michigan non-profit corporation, who address is 5780 Shanty Creek Road, Bellaire, MI 49615, does hereby amend the Bylaws of the Lodge at Cedar River Village which were recorded on September 22, 1998, at Liber 00498, Pages 0728 through 0748, Antrim County Records for The Lodge at Cedar River Village Condominium Project established pursuant to the Master Deed thereof, recorded on September 22, 1998, at Liber 0498, Pages 0711 through 0770, as amended by the First Amendment to the Master Deed for The Lodge at Cedar River Village, recorded January 11, 2000 at Liber 0536 Pages 083 through 084 and by the Second Amendment to Master Deed for The Lodge at Cedar River Village, recorded July 1, 2004 at Liber 718 Pages 168 through 169 Antrim County Records and known as Antrim County Subdivision Plan No. 73.

Pursuant to the affirmative written vote of more than two-thirds (2/3) of all co-owners in number and value received on or before August 15, 2019, ARTICLE I, Section 3(g) of The Lodge At Cedar River Village Condominium Bylaws was amended, to be effective upon the recording of this Amendment in the Office of the Antrim County Register of Deeds, asfollows:

Article I, Section 3(g) shall read as follows:

Section 3(g). The presence, in person or by proxy, of one-third (1/3) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.

Received ANTRIM, MI
8/31/2020 8:34 AM

In all other respects, other than as herein above indicated, the original Bylaws of the Lodge at Cedar River Village Condominium and any previous amendments thereto are hereby ratified, confirmed and redeclared.

Dated 28th day of August, 2020

**THE LODGE AT CEDAR RIVER VILLAGE
CONDOMINIUM ASSOCIATION**, a Michigan
non-profit corporation



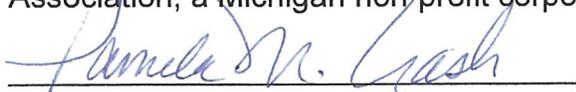
By: Gary Markwardt
Its: President



By: Mark Sawka
Its: Secretary

STATE OF MICHIGAN)
ANTRIM **COUNTY)**

The foregoing Third Amendment to the Bylaws of The Lodge at Cedar River Village was acknowledged before me this 28th day of August, 2020 by Gary Markwardt, the President of The Lodge at Cedar River Village Condominium Association, and Mark Sawka, the Secretary of The Lodge at Cedar River Village Condominium Association, a Michigan non-profit corporation.



Notary Public, Antrim County, Michigan
Acting in Antrim County Michigan
My Commission expires: 10-16-2022

PAMELA M. NASH
Notary Public, State of Michigan
County of Antrim
My Commission Expires 10-16-2022
Acting In the County of Antrim

Drafted By and Return to:
Roy Jay Montney, Jr., Attorney at Law
1022 E Front Street
Traverse City, MI 49686
231-922-9600



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202200003916

Filed for Record in

ANTRIM COUNTY MICHIGAN

PATTY NIEPOTH

REGISTER OF DEEDS

04/27/2022 04:01 PM

PAGES: 3

**FOURTH AMENDMENT TO THE MASTER DEED
OF THE LODGE AT CEDAR RIVER VILLAGE CONDOMINIUM**

The Lodge at Cedar River Village Condominium Association, a Michigan non-profit corporation, whose address is 5780 Shanty Creek Road, Bellaire, MI. 49615, does hereby amend the Bylaws of The Lodge at Cedar River Village which were recorded on September 22, 1998, at Liber 00498, Pages 0728 through 0748, Antrim County Records for The Lodge at Cedar River Village Condominium Project established pursuant to the Master Deed thereof, recorded on September 22, 1998, at 1998, at Liber 0498 Pages 0711 through 0770, as amended by the First Amendment to the Master Deed for The Lodge at Cedar River Village, recorded January 11, 2000 at Liber 0536 Pages 083 through 084 and by the Second Amendment to the Master Deed for The Lodge at Cedar River Village, recorded July 1, 2004 at Liber 718 Pages 168 through 169 and by the Third Amendment to the Master Deed for The Lodge at Cedar River Village, recorded August 31, 2020 at Document No. 202000006837 Antrim County Records and known as Antrim County Subdivision Plan No. 73.

Pursuant to the affirmative written vote of more than two-thirds (2/3) of all co-owners in number and value received on or before March 7, 2022, Article II, Section 11 of The Lodge at Cedar River Village Condominium Bylaws was amended to be effective upon the recording of this Amendment in the Office of the Register of Deeds as follows:

Article II, Section 11 shall read as follows:

Section 11. Upon the sale of any unit within the Condominium, the purchasing Co-owner shall pay an amount equal to 2% of the gross sales price to the Association. This amount shall be paid upon the transfer of title to the unit and contributed to the Association reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis. The 2% reserve fund contribution is to be collected by the settlement agent/closing agent. In the event that the settlement agent/closing agent fails to collect the 2% reserve fund contribution it shall be paid directly by the purchasing Co-owner to the Association within 30 days of the transfer of title or interest in the unit. Any amount in default pursuant to this section shall bear an interest rate of seven (7%) per annum until paid in full and is subject to suit at law for money judgment or by foreclosure of the statutory lien for assessments as provided for in Article II, Section 6.

Received ANTRIM, MI
4/27/2022 3:58 PM

In all other respects, other than as herein above indicated, the original Master Deed and Bylaws of The Lodge at Cedar River Village Condominium and any previous amendments thereto are hereby ratified, confirmed and redeclared.

Dated: 4/11/22 day of _____ 2022

THE LODGE AT CEDAR RIVER VILLAGE
CONDOMINIUM ASSOCIATION, a Michigan non-profit
corporation



By: Mark Sawka
Its: President

State of Michigan)
Wayne County)

The foregoing Fourth Amendment to the Master Deed of The Lodge at Cedar River Village was acknowledged before me this 12th day of April, 2022 by Mark Sawka, President of The Lodge at Cedar River Village Condominium Association, a Michigan non-profit corporation.

Tangaleeia Meyers
Tangaleeia meyers
Notary Public, Wayne County, _____
Acting in Wayne County, _____
My commission expires: _____

TANGALEEIA MEYERS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires 07/25/2027
Acting in the County of: Wayne

Dated: 21 day of APRIL 2022

THE LODGE AT CEDAR RIVER VILLAGE
CONDOMINIUM ASSOCIATION, a Michigan non-profit
corporation

Debbie Alexander
By: Debbie Alexander
Its: Secretary

State of Michigan)
Antrim County)

The foregoing Fourth Amendment to the Master Deed of The Lodge at Cedar River Village was acknowledged before me this 21st day of April, 2022 by Debbie Alexander, the Secretary of The Lodge at Cedar River Village Condominium Association, a Michigan non-profit corporation.

Christina R. George
Christina R. George
Notary Public, Antrim County, Michigan
Acting in Antrim County, Michigan
My commission expires: 8/20/22

CHRISTINA R. GEORGE Notary Public, State of Michigan County of Antrim My Commission Expires Aug. 20, 2022 Acting in the County of <u>Antrim</u>

Drafted by and return to:
Stacey Lee Isles, Esq.
Montney Isles, PLC
1022 E Front St
Traverse City, MI. 49686