



OFFICIAL SEAL
Glenna A. Sipe, ROD

Emmet Register of Deeds
03/16/2004 11:20A

L-1048 P-311

**FIRST AMENDMENT TO
THE COTTAGES CONDOMINIUM MASTER DEED**

(Act 59 of 1978, as Amended)

This First Amendment is made and executed this 8th day of April, 2003, by Cecil Farms Development Company, L.L.C., a Michigan limited liability company, whose address is 600 Crooked Tree Drive, Petoskey, Michigan, 49770 ("Developer"), pursuant to the provisions of the Condominium Act being Act 59 of the Public Acts of 1978, as amended ("Act"), and The Cottages Condominium Master Deed recorded on May 6, 1999, at Liber 685, Page 670, Emmet County Records, as amended, and known as Emmet County Condominium Subdivision Plan No. 201 ("Master Deed").

Whereas the Developer desires to amend the Condominium Subdivision Plan attached to the Master Deed as its Exhibit A to accurately reflect the "as built" location of the entrance drive that connects the Project to Crooked Tree Drive and to make this area part of the Condominium subject to an easement in favor of The Orchards at Crooked Tree Condominium and the Crooked Tree Golf Club;

Whereas Section 1(D) of Article XI (Amendments) of the Master Deed allows the Developer to amend the Master Deed and its Exhibits to correct the "as built" location of improvements made;

Whereas Section 1(I) of Article XI (Amendments) of the Master Deed allows the Developer to amend the Master Deed and its Exhibits to relocate the location of roads as may be required by any difficulties encountered during construction as a result of the topography;

Whereas Section 6 of Article VI (Easements) of the Master Deed allows the Developer to grant access, utility and recreational easements for its other projects;

Whereas the Developer desires to make several amendments to the Master Deed and its Exhibits allowed by recent revisions to the Act;

Whereas Section 1 of Article XI (Amendments) of the Master Deed allows the Developer to amend the Master Deed and the Condominium Bylaws subject only to the limitations set forth therein; and

Whereas the amendments described herein do not require the consent of the Association or of any Co-owner and do not violate any provision of the Master Deed or the Act.

NOW THEREFORE, Developer does, upon the recording of this First Amendment, hereby amend the Master Deed and its Exhibits as follows:



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TAX PARCEL # 1318 11 100 000 (Pt)

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1

TAX PARCEL # _____

2003 NOTED

OFFICE OF
Treasurer of Emmet County Petoskey, Mich. 3-16-2004
I hereby certify that I have examined the records in my office and it appears that the taxes on the within description have been paid for the past five years and that there are no tax liens or titles held by the State or any individual for the past five years. Prior to date of recording.
Marilyn May
County Treasurer

1. Article II of the Master Deed is amended in its entirety to read as follows:

**ARTICLE II
LEGAL DESCRIPTION**

The real property on which the Project is situated and established by this Master Deed is particularly described as follows:

Part of the West 1/2 of Section 11, T34N, R6W, Resort Township, Emmet County, Michigan described as:

Commencing at the North 1/4 corner of Section 11, T34N, R6W, Resort Township, Emmet County, Michigan; thence along the North-South 1/4 line of said Section 11, S 00°15'50" E 2646.20 feet to the center of said Section 11; thence along the East-West 1/4 line of said Section 11 S 89°58'46" W 1324.44 feet to a T-iron stake; thence S 00°59'25" E 34.37 feet to the **Place of Beginning**; thence along the boundary of "The Orchards at Crooked Tree" Condominium, Emmet County Condominium Subdivision Plan No. 179 in the following three courses: S 48°52'46" W 160.40 feet, S 22°10'08" E 115.54 feet, and S 6°13'34" E 137.37 feet; thence continuing S 6°13'34" E 217.98 feet to the North right of way line of Crooked Tree Drive; thence along said right of way line S 78°04'51" W 50.25 feet; thence N 6°13'34" W 353.33 feet; thence N 71°19'46" W 239.56 feet; thence S 79°37'47" W 494.20 feet; thence N 29°59'59" W 234.74 feet; thence N 60°28'59" E 337.30 feet; thence N 49°26'02" E 550.91 feet; thence N 89°59'46" E 72.55 feet; thence S 7°27'01" E 402.81 feet; thence S 52°43'44" E 150.58 feet to the **Place of Beginning**;

INCLUDING a non-exclusive, perpetual easement for utilities 30 feet in width through "The Orchards at Crooked Tree" Condominium, Emmet County Condominium Subdivision Plan No. 179, lying 15.00 feet on either side of a centerline described as follows:

Commencing at the North 1/4 corner of Section 11, T34N, R6W, Emmet County, Michigan, thence along the North-South 1/4 line of said Section 11, S 00°15'50" E 2646.20 feet to the center of said Section 11; thence along the East-West 1/4 line of said Section 11 S 89°58'46" W 1324.44 feet; thence S 00°20'46" E 34.00 feet; thence S 48°52'46" W 159.71 feet to the **Place of Beginning**; Thence S 25°45'00" E 233.31 feet; thence S 50°26'33" E 138.09 feet; thence S 81°22'58" E 195.65 feet; thence S 79°08'27" E 90.09 feet; thence S 17°16'36" E 40.39 Feet to the **Place of Ending**;

INCLUDING a non-exclusive, perpetual easement for the purpose of ingress and egress on that portion of the private road commonly known as Crooked Tree Drive, owned by the Developer, situated between the South end of the Land described above and the East edge of the Crooked Tree Condominium as depicted on Sheet 2 of attached Exhibit "B" and described as follows:

Part of the West 1/2 of Section 11, T34N, R6W, Resort Township, Emmet County, Michigan, described as: Commencing at the North 1/4 corner of Section 11, T34N, R6W, Emmet County, Michigan; thence along the North-South 1/4 line of said Section 11 S 00°15'50" E 2646.20 feet to the center of said Section 11; thence S 89°58'46" W 1324.44 feet; thence S 00°20'46" E 658.24 feet to the **Place of Beginning**, thence N 78°04'52" E 277.06 feet; thence 312.84 feet along the arc of a circular curve to the right, radius 464.01 feet, delta 38°37'46", chord S 82°36'12" E 306.95 feet; thence 307.01 feet along the arc of a nontangential circular curve to the left, radius



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60.00 feet, delta 293°10'34", chord N 29°48'25" E 66.08 feet; thence 360.90 feet along the arc of a nontangential circular curve to the left, radius 530.01 feet, delta 39°00'53", chord N 82°24'38" W 353.97 feet; thence S 78°04'52" W 448.96 feet; thence 98.95 feet along the arc of a circular curve to the right radius 429.53 feet, delta 13°11'55", chord S 84°40'50" W 98.73 feet; thence N 88°43'12" W 1043.09 feet; thence S 10°10'50" W 66.80 feet; thence S 88°43'12" E 400.28 feet; thence 221.03 feet along the arc of a circular curve to the right, radius 200.00 feet, delta 63°19'15" E, chord S 57°03'35" E 209.95 feet; thence S 25°23'57" E 188.91 feet; thence 209.59 feet along the arc of a circular curve to the left, radius 400.00 feet, delta 30°01'18", chord S 40°24'37" E 207.20 feet; thence S 55°25'14" E 247.40 feet; thence N 34°34'46" E 40.00 feet; thence N 55°25'14" W 247.40 feet; thence 188.63 feet along the arc of a circular curve to the right, radius 360.00 feet, delta 30°01'18", chord N 40°24'37" W 186.48 feet; thence N 25°23'57" W 205.76 feet; thence N 50°54'32" E 119.16 feet; thence S 88°43'12" E 355.49 feet; thence 114.15 feet along the arc of a circular curve to the left, radius 495.53 feet, delta 13°11'55", chord N 84°40'50" E 113.90 feet; thence N 78°04'52" E 171.90 feet to the **Place of Beginning**; and

INCLUDING a non-exclusive, perpetual easement for the purpose of ingress and egress on the private road commonly known as Crooked Tree Drive to Highway US 31 South located within the Crooked Tree Condominium as depicted on Sheet 2 of attached Exhibit "B;"

SUBJECT TO a non-exclusive, perpetual easement for the purpose of ingress, egress and utilities in favor of "The Orchards at Crooked Tree" Condominium, Emmet County Condominium Subdivision Plan No. 179, and for the purpose of access and other recreational uses in favor of Developer and the Crooked Tree Golf Course described as follows:

Part of the West 1/2 of Section 11, T34N, R6W, Resort Township, Emmet County, described as: Commencing at the North 1/4 corner of said Section 11; thence along the North-South 1/4 line of said Section 11, S 00°15'50" E 2646.20 feet to the Center of said Section 11; thence along the East-West 1/4 line of said Section 11, S 89°58'46" W 1324.44 feet to a T-iron stake; thence S 00°59'25" E 34.37 feet; thence along the boundary of "The Orchards at Crooked Tree" Condominium, Emmet County Condominium Subdivision Plan No. 179: S 48°52'46" W 160.40 feet to the **Place of Beginning**; thence continuing along said boundary in the following 2 courses: S 22°10'08" E 115.54 feet, and S 6°13'34" E 137.37 feet; thence continuing S 6°13'34" E 217.98 feet to the North right of way line of Crooked Tree Drive; thence along said right of way line S 78°04'51" W 50.25 feet; thence N 6°13'34" W 353.33 feet; thence N 22°10'08" W 91.37 feet; thence N 48°52'46" E 52.87 feet to the **Place of Beginning**;

RESERVING to Developer any and all oil, gas and mineral rights on, within or under the above-described Land; SUBJECT to rights-of-way, easements or restrictions of record, if any.

2. The following sentence shall be added to the end of Section 19 of Article III (Definitions) of the Master Deed:

"As used in the Condominium Documents, the term "Units that may be created" shall mean the maximum number of Units possible in all phases of the Condominium Project, as provided for in Section 52(6) of the Act."



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3. The Developer's right to convert, expand or contract portions of the Condominium as set forth in Articles VII (Conversion), VIII (Expansion) and IX (Contraction), respectively, shall expire six (6) years from the date the Developer last exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last, but in no event less than six (6) years after the initial recording of the Master Deed.

4. The last paragraph of Section 1 of Article XI (Amendments) of the Master Deed defining "material amendment" is stricken. The following paragraph shall be added to the end of Section 2 of said Article XI:

"For the purposes of this Article the term "material amendment" shall be deemed to be an amendment which, with regards to a Co-owner, substantially and negatively alters the ability of a Co-owner to use and enjoy his or her Unit and its appurtenant Limited Common Elements, or which, with regards to a mortgagee, in the written opinion of an appropriately licensed real estate appraiser, detrimentally changes the value of the Unit in which the mortgagee has an interest as provided in Section 90(1) of the Act."

5. The introductory sentence of Section 2(B) of Article VI (Restrictions) of the Condominium Bylaws is replaced with the following:

"(B) Leasing Procedure. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a Unit to a potential lessee and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. The leasing of Units in the Project shall also conform to the following provisions:"

6. The following Section shall be added to the end of Article VII (Mortgages) of the Condominium Bylaws:

"Section 4. Attendance at Meetings. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change."

7. The following sentence shall be added to the end of Section 1 of both Article VIII (Voting) and Article XI (Board of Directors) of the Condominium Bylaws:

"For the purposes of this Article the percentages required shall be based upon the number of Units that may be created."

8. The Condominium Subdivision Plan, which Plan is attached to the Master Deed as Exhibit "B", shall be amended by, and replaced in its entirety with, the revised Plan, consisting of Sheets 1 through 3 attached hereto.



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9. The balance of the Master Deed and the Exhibits attached thereto, except as specifically amended hereby, shall remain the same and in full force and effect. These amendments shall be reflected in any Consolidating Master Deed recorded by the Developer.

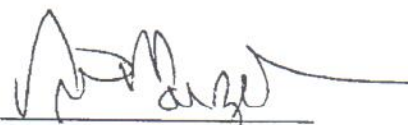
Executed on the 8th day of April, 2003.

Signed by:
Cecil Farms Development Company, L.L.C.,
a Michigan limited liability company,
By: Southshore Limited Partnership, a Michigan
limited partnership, Member,
By: Woods & Irons, Inc., a Michigan corporation, Its
General Partner

By: 
Steven J. Matthews, Its President

State of Michigan)
County of Emmet)

The foregoing instrument was acknowledged before me this 8th day of April, 2003, by Steven J. Matthews, the President of Woods & Irons, Inc., a Michigan corporation and the General Partner of Southshore Limited Partnership, a Michigan limited partnership and a Member of Cecil Farms Development Company, L.L.C., a Michigan limited liability company, on its behalf.


Neil Marzella, Notary Public
Emmet County, Michigan
My Commission expires: 8/3/2005

Drafted by:
Neil Marzella, Attorney
210 East Main Street
P. O. Box 808
Harbor Springs, MI 49740



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EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 201
 REPLAT NO. 2 OF
 EXHIBIT B
 TO THE AMENDED MASTER DEED OF
THE COTTAGES
 DESCRIBED AS:

Part of the West 1/2 of Section 11, T34N, R5W, Resort Township, Emmet County,

Commencing at the North 1/4 corner of Section 11, T34N, R5W, Resort Township, Emmet County, Michigan; thence along the north-south 1/4 line of said section 11, S 00°15'50"E 2646.20 feet to the Center of said Section 11; thence along the east-west 1/4 line of said Section 11, S 89°58'46"W 1324.44 feet to a 1"-iron stake; thence S 00°55'25"E 34.37 feet, to the PLACE OF BEGINNING; thence along the boundary of "The Orchards at Crooked Tree Emmet County Condominium Subdivision Plan No. 179 in 3 courses: S 48°52'46"W 150.40 feet, S 22°10'08"E 115.54 feet, and S 6°13'34"E 137.37 feet; thence continuing S 6°13'34"E 217.98 feet to the north right of way line of Crooked Tree Drive; thence along said right of way line S 78°04'51"W 50.25 feet; thence N 6°13'34"W 353.33 feet; thence N 71°19'46"W 239.56 feet; thence S 79°37'47"W 494.20 feet; thence N 29°53'59"W 234.74 feet; thence N 60°28'59"E 337.30 feet; thence N 49°26'02"E 550.91 feet; thence N 89°59'46"E 72.55 feet; thence S 7°27'01"E 402.81 feet; thence S 52°43'44"E 150.58 feet to the PLACE OF BEGINNING.

DEVELOPER

CECIL FARMS DEVELOPMENT COMPANY L.L.C.
 600 CROOKED TREE DRIVE
 PETOSKEY, MICHIGAN 49770

SURVEYOR

BENCHMARK ENGINEERING, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS OR ARE NEW SHEETS WHICH ARE REVISED DATED FEBRUARY 7, 2003. THESE SHEETS WITH THIS SUBMISSION ARE TO BE SUPPLEMENTAL TO / OR REPLACE THOSE SHEETS PREVIOUSLY RECORDED.

- SHEET INDEX
- 1 COVER
 - 2 SURVEY PLAN
 - 3 SITE / UTILITY PLAN



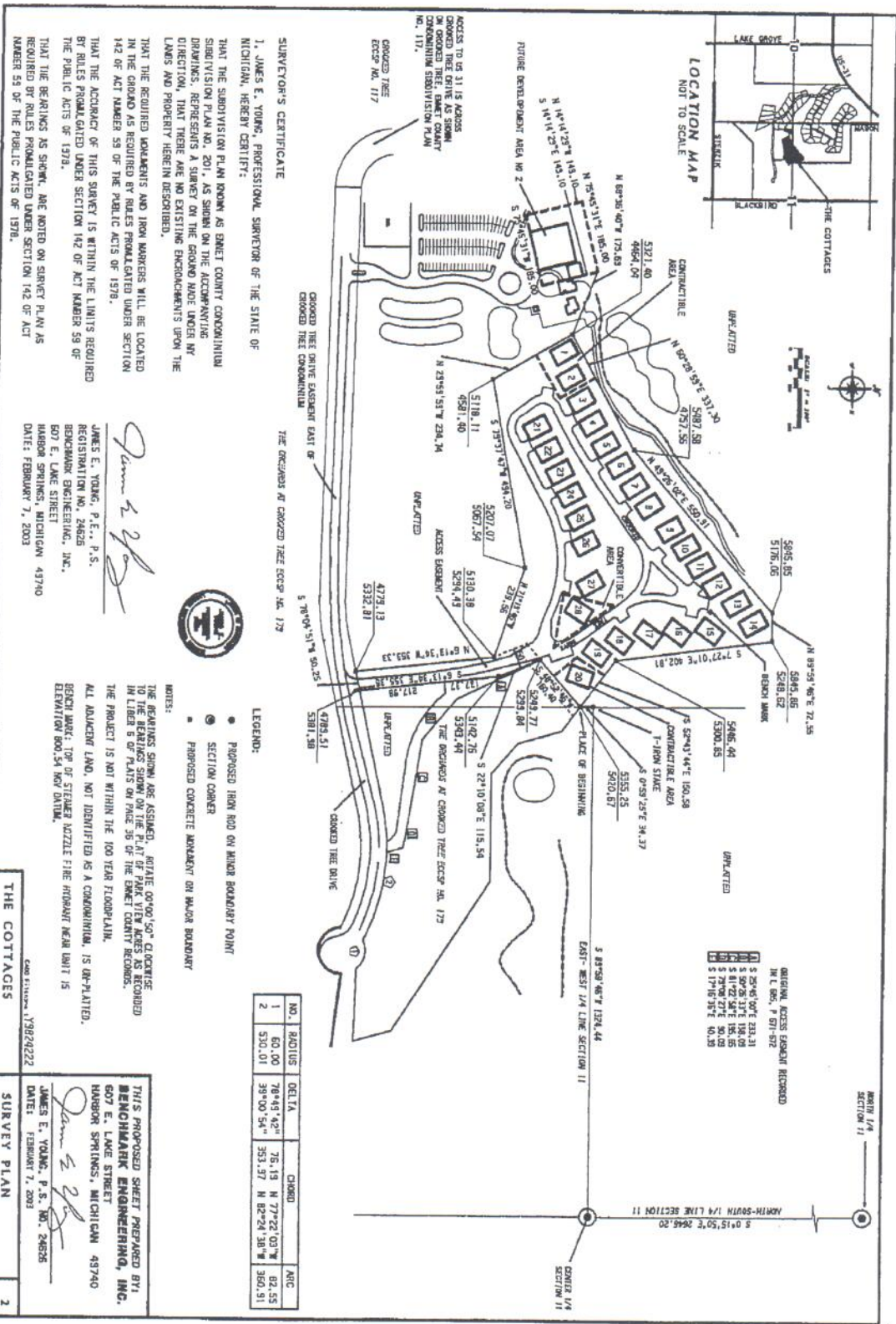
THIS PROPOSED SHEET PREPARED BY:
BENCHMARK ENGINEERING, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740

James E. Young
 JAMES E. YOUNG, P.S., NO. 24828
 DATE: FEBRUARY 7, 2003

THE COTTAGES

COVER

1



SURVEYOR'S CERTIFICATE

I, JAMES E. YOUNG, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SURVEYORSHIP PLAN KNOWN AS EMMET COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 201, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LOTS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON WAINSCOTS 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 PLANS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

James E. Young

JAMES E. YOUNG, P.E., P.S.
 REGISTRATION NO. 24626
 BENCHMARK ENGINEERING, INC.
 607 E. LAKE STREET
 HARBOR SPRINGS, MICHIGAN 49740
 DATE: FEBRUARY 7, 2003



NOTES:

THE BEARINGS SHOWN ARE ASSUMED, UNLESS OTHERWISE NOTED TO THE BEARINGS SHOWN ON THE PLAN OF PARK VIEW ACRES AS RECORDED IN LITER B OF PLATS ON PAGE 56 OF THE EMMET COUNTY RECORDS.

THE PROJECT IS NOT WITHIN THE 100 YEAR FLOODPLAIN.

ALL ADJACENT LAND, NOT IDENTIFIED AS A CONDOMINIUM, IS UN-PLATTED. BENCHMARK, TOP OF STEEL NOZZLE FIRE HYDRANT NEAR UNIT 15 ELEVATION 800.54 NAV DATUM.

LEGEND:

- PROPOSED IRON ROD ON MAJOR BOUNDARY POINT
- SECTION CORNER
- PROPOSED CONCRETE MONUMENT ON MAJOR BOUNDARY

NO.	RADIUS	DELTA	CHORD	ARC
1	60.00	78°43'42"	76.19	N 77°22'03"W 82.55
2	510.01	39°00'54"	353.37	N 82°24'38"W 350.91

THE COTTAGES	
CON. SURVEY: 179024222	
SURVEY PLAN	
2	

