

CONSOLIDATED MASTER DEED

FOR

M-72 RECREATIONAL STORAGE CONDOMINIUM

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STATE OF MICHIGAN  
GRAND TRAVERSE COUNTY  
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PEGGY HAINES REGISTER OF DEEDS  
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**CONSOLIDATED MASTER DEED**

**FOR**

**M-72 RECREATIONAL STORAGE CONDOMINIUM**

GRAND TRAVERSE CONDOMINIUM SUBDIVISION PLAN NO. 182

**This Consolidated Master Deed amends, supplants in its entirety, and restates the Master Deed for M-72 Recreational Storage Condominium previously recorded on June 27, 2002, at Liber 1701, Page 977 et seq., as amended; and the Amended and Restated Master Deed for M-72 Recreational Storage Condominium previously recorded on November 14, 2005, at Document No. 2005C-00093; as amended by the First Amendment to Amended and Restated Master Deed recorded on May 21, 2013, at Document No. 2013C-00016; as amended by the Second Amendment to Amended and Restated Master Deed recorded on October 1, 2015, at Document No. 2015C-00073; and as amended by the Third Amendment to Amended and Restated Master Deed recorded on August 26, 2016, at Document No. 2016C-00032, Grand Traverse County Records.**

This Consolidated Master Deed is made and executed this 27<sup>th</sup> day of September 2019, by M-72 RECREATIONAL STORAGE CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, whose address is P.O. Box 6611, Traverse City, Michigan 49696 (hereinafter referred to as the "Association").

**FACTUAL BACKGROUND:**

- A. M-72 Recreational Storage Condominium LLC (the "Developer") caused the Master Deed for M-72 Recreational Storage Condominium (the "Condominium") to be recorded on June 27, 2002, in Liber 1701, Page 977, as amended
- B. The M-72 Recreational Storage Condominium Association caused an Amended and Restated Master Deed for M-72 Recreational Storage Condominium to be recorded on November 14, 2005, at Document No. 2005C-00093; as amended by the First Amendment to Amended and Restated Master Deed recorded on May 21, 2013, at Document No. 2013C-00016; as amended by the Second Amendment to Amended

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and Restated Master Deed recorded on October 1, 2015, at Document No. 2015C-00073; and as amended by the Third Amendment to Amended and Restated Master Deed recorded on August 26, 2016, at Document No. 2016C-00032, Grand Traverse County Records ("Master Deed").

- C. Article VIII(a) of the Master Deed permits the Association to make amendments.
- D. The Association and all of the Co-owners desire by recording this Consolidated Master Deed, together with the Consolidated Condominium Bylaws attached hereto as Exhibit A, and the Condominium Subdivision Plan attached to the original Master Deed 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, and as a User Association under Part 41 of the NREPA, both of the State of Michigan;

NOW, THEREFORE, upon the recording hereof, Developer establishes M-72 Recreational Storage Condominium as a condominium under the Condominium Act, and M-72 Recreational Storage Condominium Association as a User Association under Part 41 of NREPA and the Condominium Act and declares that each user and the User Association of the Condominium will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Consolidated Master Deed and the Exhibits hereto, all of which will run with the land and shall be a burden and a benefit to the Association, its Co-owners, and any persons acquiring or owning an interest in the real property comprising M-72 Recreational Storage Condominium, or any unit therein, their grantees, successors, heirs, executors, administrators and assigns. The following govern and apply to the operation of M-72 Recreational Storage Condominium Association as a User Association under Part 41 of NREPA.

## **ARTICLE I**

### **TITLE AND NATURE**

The plans and specifications for the Condominium were filed with Grand Traverse County Register of Deeds at Liber 1701, Pages 1004-1008. The User Association under Part 41 of NREPA is known as M-72 Recreational Storage Condominium Association. The Units and other improvements contained in the Condominium, including the number, boundaries and dimensions of each Unit therein are parts of M-72 Recreational Storage Condominium Association and are set forth in the Condominium Subdivision Plan attached as Exhibit B to the original Master Deed. The parts of this condominium that are specific to Part 41 of the NREPA, and the rules promulgated thereunder, are held jointly and severally by the M-72 Recreational Storage Condominium Association. Each building contains individual Units for storage purposes only. Each unit is capable of individual use, having its own entrance from, and exit to a Common Element of the Condominium. 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 M-72 Recreational Storage Condominium Association, as set forth herein, in the Consolidated Condominium Bylaws, and Articles of Incorporation of the Association. Additionally, each individual Unit has been created for purposes of use and development by its Co-owner as a single storage facility, and each Unit is capable of individual utilization of the services provided for by the M-72 Recreational Storage Condominium Association. Each Co-owner in the M-72 Recreational Storage Condominium Association will have an exclusive right to his/her/their Unit and will have joint and several rights to share with other Co-owners within the User Association as are designated by the Master Deed

## **ARTICLE II** **LEGAL DESCRIPTION**

The land which comprises the Condominium established by the original Master Deed and continuing in this Consolidated Master Deed is a parcel of land in the Township of Long Lake, Grand Traverse County, Michigan described as follows:

Part of the NE ¼ of Section 2, T 27 N, R 12 W, more fully described as: Commencing at the North quarter corner of said Section 2, thence N 88°17'30" E, 500.29 feet, along the north line of said Section 2; thence S 00°30'33" W, 1146.06 feet to the Point of Beginning; thence S 00°30'33" W, 428.44 feet; thence N 88°50'26" W, 256.71 feet, along the North 1/8 line of said Section 2; thence N 00°31'44" E, 425.53 feet; thence S 89°29'27" E, 256.55 feet to the Point of Beginning. Containing 2.52 acres.

Subject to rights-of-way, easements, restrictions, and reservations of record; and all governmental limitations, including (without limitation) such approvals as were made by Long Lake Township. The Condominium project may be 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 Consolidated Master Deed and the Exhibits hereto, and in the Articles of Incorporation of the M-72 Recreational Storage Condominium 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, M-72 Recreational Storage Condominium Association, organized under Michigan law of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Condominium and the facilities and improvements permitted under Part 41 of NREPA. 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 which are also the Bylaws of the Association, and which supplants in its entirety the original recorded Bylaws.
- (d) "Common Elements" means the portions of the Condominium other than the Condominium Units.
- (e) "Condominium" means M-72 Recreational Storage Condominium as a condominium established pursuant to the provisions of the Act, and includes the Association created by it and the land, all improvements thereon, and all easements, rights and appurtenances belonging to the Condominium.
- (f) "Condominium Documents," wherever used, means and includes this Consolidated Master Deed, the Exhibit(s) hereto, the Plans, the Articles of Incorporation, and any rules and regulations adopted by the Association.
- (g) "Condominium Subdivision Plan" or "Plan" means the Plan (that is, the drawings) previously recorded and attached to the original Master Deed as Exhibit B. The Plan assigned a number to each Condominium Unit and included a description of the nature, location and approximate size of certain Common Elements.
- (h) "Condominium Unit" or "Unit" means the space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space is described in Article VI of this Consolidated Master Deed and on Exhibit B to the Master Deed.
- (i) "Co-owner" means a person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or 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 M-72 Recreational Storage Condominium, LLC, a Michigan limited liability company, and its successors or assigns, which made and executed the original Master Deed. The Developer turned over all aspects of the Condominium to the Association at the organizational meeting held on August 21, 2004, and the Condominium is now controlled by the Co-owners. All of Developer's rights and obligations are now assumed by the Association.
- (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 Consolidated Master Deed for the exclusive use of less than all of the Co-owners.

- (m) "Master Deed" means this document, as a consolidated version, and which supplants in its entirety the original recorded Master Deed, as amended.
- (n) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.
- (o) "Owner" means M-72 Recreational Storage Condominium Association, which has made and executed this Consolidated Master Deed and which shall be the permittee and legal owner of the facilities and improvements under Part 41 of NREPA, and its successors and assigns.
- (p) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Consolidated 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.
- (q) "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.
- (r) "Corporation" means a professional corporation registered under the laws in the State of Michigan; a limited liability company registered under the laws in the State of Michigan; a limited liability partnership registered under the laws in the State of Michigan; or another form of partnership registered under the laws in the State of Michigan.
- (s) "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.
- (t) "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. That date has already occurred as of the date of this Consolidated Master Deed.
- (u) "Unit or User Association Unit" each mean a single unit in the M-72 Recreational Storage Condominium Association Condominium, owned by and entered into agreement by a Co-owner.

#### **ARTICLE IV** **COMMON ELEMENTS**

The Common Elements of the Condominium and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

- (a) The General Common Elements are:

- (1) **Land.** The land described in Article II hereof, excluding those portions within the boundaries of any Condominium Unit or defined as Limited Common Elements, all as described in Article VI hereof and shown on Exhibit B to the original Master Deed, but including easement interests of the Condominium in the property within the boundaries of any Unit;
  - (2) **Improvements.** The private drives, parking areas, all walkways, and unused open space within the Condominium; as well as utility rights-of-way, as indicated in the Condominium Subdivision Plan.
  - (3) Foundations, supporting columns. Unit exterior perimeter walls (including windows and doors, except the interior surface of the windows and doors located on the exterior walls), and exterior roofs and eaves;
  - (4) If any meter, appliance, or fixture services a Unit other than a Unit it is located within, then such meter, appliance or fixture shall be a General Common Element;
  - (5) The electrical, gas, and telephone (if any) networks or systems throughout the Condominium, up to the point of entry into each Unit.
  - (6) The common **sanitary sewer system** and **well water system** servicing the Condominium, including, without limitation, the mains thereof throughout the Condominium, up to the boundary of each Unit, as well as the mains located within the sewer easement thereof and for the location, operation and maintenance of the sanitary sewer system therein and the well pump and any housing thereto.
  - (7) The **beneficial easements** appurtenant to the Condominium to the extent of the interest of the Condominium, or the Co-owners in such easement, and specifically including the sewer and drainage easement.
  - (8) The interest of the M-72 Recreational Storage Condominium Association or the Co-owners in the improvements described in subparagraphs (6) and (7).
  - (9) All structures or improvements which are not otherwise specifically identified in this Article IV or the Plans as located within a Unit or as Limited Common Elements.
  - (10) 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 Condominium.
- (b) The Limited Common Elements are those Common Elements limited in use to the Co-owners of the Unit they abut or to which they pertain. The Limited Common Elements are:



- (1) Areas in and around each Unit necessary to access a Unit or to temporarily park a vehicle or keep other personalty outside of a Unit; and
  - (2) Interior surfaces of all ceilings, floors, Unit interior perimeter walls and interior surfaces of the windows and doors which are limited to the sole use of the Co-owner of such Unit.
- (c) Maintenance, repair and replacement of all Common Elements shall be the responsibility and conducted at the exclusive control and direction of the Association. The costs of all maintenance, repair and replacement of all Common Elements to be assessed to all Co-owners according to their Percentages of Value, subject to the following:
- (1) The cost of repair or replacement of any Common Element damaged by a Co-owner or its employee, agent, contractor, family member, or invitee of a Co-owner (regardless of fault), shall be assessed by the Association against the Co-owner; and
  - (2) The cost to maintain, repair and replace Limited Common Elements shall be the expense of the Units the Limited Common Elements pertain, except for those costs specified in Article IV(c)(1).
- (d) In accordance with Section 72b of the Act, each Unit shall end at the uppermost extent, in a vertical plane, of the interior portions of the roofs and eaves, as shown in sheet #5 to the Plans. Therefore, the fee in the air space above that vertical plane shall remain as General Common Elements.

**ARTICLE IV-A**  
**SPECIAL MDEQ REQUIREMENTS FOR CERTAIN COMMON ELEMENTS**

- (a) **Responsibilities.** The respective responsibilities for the maintenance, repair and replacement of certain Common Elements are as follows:
- (1) **Co-owner Responsibilities for Units.** It is anticipated that separate storage units, water wells and sanitary sewer system will be located within the User Association land area. The construction of each well and sanitary sewer system will be the sole responsibility of the Co-owner(s) of the Unit(s) which are served and shall be performed strictly in accordance of the User Association rules/requirements and all applicable state, county and local public health and other statutes, regulations, rules and ordinances. Except as otherwise expressly provided, the responsibility for the sanitary sewer system, and the costs of maintenance, repair and replacement of any and all part of the sanitary sewer system, including by not limited to Units, dwellings, well and portion of the sanitary sewer facility appurtenant to each Unit will be jointly and severally borne by the sum of all Co-owners, which is served thereby. Each Co-owner of a Unit shall be responsible for payment of appropriate charges/fees made for the use of the sanitary sewer system and payment of appropriate charges/assessed fees made into perpetual escrow fund, as hereinafter described.

**(2) Association Responsibility for Sanitary Sewer System and Common Elements.**

The Association will be responsible for the initial construction and installation of the common sanitary sewer system (“Sewer System”), including without limitation mains and septic fields, to be located on-site within the sewer easement granted for such purposes. The Association shall thereafter be responsible for the maintenance, repair and ultimate replacement of the Sewer System, all of which shall be performed in strict conformance with all applicable statutes, ordinances, rules and regulations of the State of Michigan, Grand Traverse County, and other governmental units and agencies thereof having jurisdiction and the Condominium Documents. All costs of such maintenance, repair and/or replacement shall be the cost of administration of the Association.

**(3) Sewer System Easement.** M-72 Recreational Storage Condominium Association will be serviced by a sanitary sewer system constructed by the Association. The Association has therefore established a common sanitary sewer system, together with sanitary sewer mains leading to the Units. The Association will be responsible for the maintenance, repair and replacement of the Sewer System, including the mains located within the roadways within the Association, as well as those within the easement and the Sewer System.

**(b) Co-Responsibilities for the Perpetual Funding Mechanism for the Operation, Maintenance and Replacement of the Sewer System.**

(1) Each participating Co-owner will be responsible for payment of appropriate charges/fees for the use of the Sewer System services and payment of appropriate charges/assessed fees made into the perpetual escrow fund.

(i) A perpetual escrow fund shall be established and maintained solely for the use, operating, maintenance, and possible replacement of those elements of the Sewer System other than those elements defined herein as Limited Common Elements. This fund is established solely for the use by the owner/User Association in the event that the owner is otherwise unable to sufficiently operate and maintain the Sewer System. The escrow fund shall be separate from any other fund established and held for M-72 Recreational Storage Condominium.

(ii) The perpetual escrow fund shall be initially established for a two year amount of operation, maintenance and possible replacement of the Sewer System as was certified by a Michigan licensed engineer and review by the MDEQ for administrative completeness in the permit application process for a sanitary sewer system construction permit under the authority of Part 41 of the NREPA, 1994 PA 451, as amended. Additionally, not later than two years after the first day of operation of the Sewer System, this perpetual escrow fund shall be increased to the amount as was certified by the Michigan licensed engineer and review for

administrative completeness by the MDEQ for the 5 year amount of operating, maintenance and possible replacement of the Sewer System. This amount may be increased in the future as determined to be necessary by a Michigan licensed engineer; but shall never be decreased. If this fund is accessed for the sole purpose of operating, maintaining or completing necessary replacements of the Sewer System, notice shall be sent to the User Association and the MDEQ within 10 dates of the initial withdrawal. The notice to the User Association members shall include a description of the additional prorated fee for reimbursement of the escrow. Each Co-owner consents and agrees to pay a prorated amount of money into the escrow account as is necessary to fully replenish it to the required amount as identified herein, in the event the escrow funds or portion thereof are utilized for the operation, maintenance, repair, replacement or for other sewage treatment purposes of the entire Sewer System. The certified 5 year amount shall be achieved not later than 5 years from the date of the initial withdrawal.

- (2) Use of the Sewer System is for “household-type” use only (with all industrial and commercial uses being prohibited). The placement of waste into the Sewer System, other than for “household-type” use, is prohibited. Any costs borne by the User Association to pay for remediation due to the placement of harmful substances into the Sewer System shall be fully reimbursed by the person or persons, including Co-owner, that placed the harmful substance in the system.

#### **ARTICLE IV-B**

#### **CONSENT TO SPECIAL ASSESSMENT DISTRICT**

- (a) **Permit.** The Sewer System will be established, constructed, owned, operated and maintained pursuant to, and subject to the provisions of Part 41 of the Michigan Natural Resources and Environmental Protection Act, MCLA 324.4101 et seq. (“Act 451”), as amended. Section 4105 of Act 451 requires that a permit be applied for by the owner and issued by the Michigan Department of Environmental Quality (“MDEQ”) prior to commencement of construction of the Sewer System.
- (b) **Municipality Requirements.** Long Lake Township may be required to undertake the operation and maintenance of the Sewer System at some time in the future if they have entered into such agreement with the Owner. Long Lake Township shall, in this case of agreement, undertake the operation and maintenance of the system in the event the Owner becomes insolvent or dissolves the association, corporation, LLC, LLP or partnership and is no longer able to operate the Sewer System and/or the User Association fails or refuses to undertake or complete any necessary repairs or maintenance. In consideration of, and as an inducement to, Long Lake Township’s action in approving a Resolution, an agreement has thereby required the Association to indemnify Long Lake Township for funds required to be expended by Long Lake Township with respect to the maintenance and operation of the Sewer System in the

future, and to consent to the establishment of a special assessment district ("SAD") to recover such expenditures.

(c) **Consent to Establishment of Special Assessment District (SAD).** The Association, and each of the Co-owners, on behalf of themselves and their respective heirs, devisees, personal representatives, successors and assigns, and with the express intent to bind, and run with, their respective Units and the User Association Condominium in perpetuity, hereby irrevocably consent to choose to grant the Owner the authority to assess a user fee to each Unit to be paid in monthly payments to the Owner at the rate proportionate to each Unit based upon the gallons of waste water generated and sent to the Sewer System, or water SAD, granting the owner the authority to assess the user fee as indicated above until such time that the municipality may need to assume representatively for operation and maintenance of the Sewer System. This establishment shall be the User Association Premises for the SAD. In connection therewith, the Association, its officers, directors, and members covenant and agree to enter into, and execute, any and all documentation from time to time determined by the Municipality and its attorneys to be necessary for the establishment of such SAD.

(d) **Indemnification; Assignment of Lien Rights.** In connection with the foregoing, the Co-owners authorize and empower the Association's President and Vice President, or any of them, to enter into and execute such indemnification agreement or agreements as may be required by Long Lake Township to evidence the indemnity undertaking of the Association hereunder. Further, the Association shall be deemed to have collaterally assigned to Long Lake Township the Association's lien rights under the Condominium Documents, for the Township in carrying out any future undertaking with respect to the operation and maintenance of the wastewater treatment system, if for any reason the contemplated SAD is not established, or if established, is determined to be invalid.

#### **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. No Unit shall be used as a permanent or temporary dwelling place. **The use restrictions outlined more fully in the Condominium Bylaws, Exhibit A, shall be complied with by every Co-owner and their invitees and guests.**

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

(a) The Condominium consists of nineteen (19) storage Units which shall be located in two stand alone buildings. The basic development plan is appended as Sheet #3 of the Plans. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B, as amended herein. Each Unit

shall include all that space contained within the interior sides of the perimeter walls (including all doors and windows), and within the ceilings and finished floor, all as shown on the Plan and specifically excluding all Common Elements. For all purposes, individual Units may hereafter be defined and described by reference to this Consolidated Master Deed and the individual number assigned to the Unit in the Plan. The Plans were prepared by Elmer's Construction Engineering, Inc., 3600 Rennie School Road, P.O. Box 6150, Traverse City, Michigan 49696. The site design (including engineering) was prepared by Wells-Mansfield as to the community water and septic treatment systems.

- (b) For all purposes, individual Units may hereafter be defined and described by reference to this Consolidated Master Deed and the individual number assigned to the Unit in the Plan.
- (c) 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, 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 of Value of the Condominium is 100%. All Units continue to be assigned an equal Percentage of Value because all Units are expected to have equal allocable expenses or maintenance. **Each Unit shall have a 5.2632 Percentage of Value.** Developer previously rounded off percentages and made minor adjustments to achieve a total of 100%.

## **ARTICLE VII**

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

The Condominium is subject to the following easement, restrictions and agreements;

- (a) The Association hereby reserves permanent non-exclusive easements for ingress and egress over the drives, parking areas, and walks, if any, in the Condominium and permanent easement to use, tap into, enlarge or extend all drives, parking areas, walks and utility lines in the Condominium, including without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas.
- (b) The Association 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 the president of the Association as their attorney-in-fact to make such easements or dedications.
- (c) In the event any portion of a Unit of Common Element encroaches upon another Unit or Common Element due to shifting, settling, moving of a building, 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 walls (including interior Unit walls) contained therein 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. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

(d) All Co-owners of Units agree that the reserved easements herein are reasonable and necessary and, further, that the rights described in Section 40 of the Act - requiring consent at the time of easement or encroachment is sought - shall not apply to this development.

(e) In addition, the following easements required by MDEQ shall exist:

**Section 1. Easement for Maintenance of Utilities.** There will be easements to, through and over those portions of the Units for the continuing maintenance and repair for all utilities up to the point of connection with the Unit.

**Section 2. Easement for Maintenance of Dwellings.** The Users in, or the M-72 Recreational Storage Condominium Association are granted easements on and over all Units, for the purpose of enforcing, and carrying out all acts necessary or appropriate to the enforcement of the M-72 Recreational Storage Condominium Association's rules and restrictions.

**Section 3. Grant of Easements by Association.** The M-72 Recreational Storage Condominium Association, acting through its lawfully constituted Board of Directors is empowered and obligated to grant such easements, licenses, right-of-entry, and rights-of-way over, under, and across M-72 Recreational Storage Condominium Association premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the M-72 Recreational Storage Condominium Association. No easements created under the Master Deed or M-72 Recreational Storage Condominium Association documents may be modified or obligations with respect thereto varied without the consent of each affected User.

**Section 4. Easements for Maintenance, Repair and Replacement.** The M-72 Recreational Storage Condominium Association and all public or private utilities shall have such easements as may be necessary over the M-72 Recreational Storage Condominium Association premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair or replacement which they are required or permitted to perform under the M-72 Recreational Storage Condominium Association documents.

**Section 5. Sewer System Easement.** M-72 Recreational Storage Condominium Association will be serviced by a sanitary sewer facility constructed by the Association. The Association has therefore established an on-site common sanitary sewer system, together with sanitary sewer mains leading from the M-72 Recreational Storage Condominium Association to the wastewater treatment site. The Association will be

responsible for the maintenance, repair and replacement of the Sewer System, including the mains located within the roadways within the Association, as well as those within the easement and the wastewater treatment site.

## **ARTICLE VIII** **AMENDMENTS**

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

- (a) Amendments may be made and recorded 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 two-thirds (2/3) in value of the votes for each mortgage held.
- (c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, the Association (acting through its Board of Directors) reserves the right to amend this Consolidated Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees;
  - 1. To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Consolidated Master Deed, Plan or Consolidated Condominium Bylaws;
  - 2. To clarify or explain the provisions of the Consolidated Master Deed or its Exhibits;
  - 3. To comply with the Act or rules promulgated thereunder, with any requirements of any governmental or quasi-governmental agency, requirements of 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; and
  - 4. To make, define or limit easements affecting the Condominium.
- (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.
- (e) **Termination, Vacation, Revocation or Abandonment.** The M-72 Recreational Storage Condominium Association may not be terminated, revoked, or abandoned without the written consent of two-thirds (66.67%) of all Co-owners and Mortgagees.

**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) has been assigned by Developer to the Association.

**ARTICLE X**  
**INTERPRETATION**

The Articles of Incorporation, Bylaws and any rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board of Directors which is rendered in good faith shall be final, binding and conclusive if the Board of Directors receives a written opinion of legal counsel of the Association, or that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board of Directors. Notwithstanding any rule of law to the contrary, the provisions of this Consolidated Master Deed and the Articles, Bylaws and Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the preservation of the values of the Units and the protection of the Association's rights, benefits and privileges herein contemplated.

**ASSOCIATION:**

M-72 RECREATIONAL STORAGE  
CONDOMINIUM ASSOCIATION, a  
Michigan nonprofit corporation



By: George Kobernus  
Its: President

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF GRAND TRAVERSE)

Acknowledged on the 27<sup>th</sup> day of September 2019, before me personally appeared George Kobernus, President of M-72 RECREATIONAL STORAGE CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, the organization described in and which



executed the foregoing instrument, and that he signed his name thereto as and for his voluntary act and deed and as and for the voluntary act and deed of said organization.

SARAH K. COUTURIER  
Notary Public, State of Michigan  
County of Leelanau  
My Commission Expires Jan. 23, 2023  
Acting in the County of Grand

Traverse

Sarah K. Couturier  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, MI  
Acting in Grand Traverse County, Michigan  
My Commission Expires: \_\_\_\_\_

**Prepared by/Return to:**

David H. Rowe, Esq.  
Alward, Fisher, Rice, Rowe & Graf PLC  
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Traverse City, MI 49684  
(231) 346-5400

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