

Instrument Liber Page
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Filed for Record in
WEXFORD COUNTY
LORIE L. SORENSEN
06-21-2011 At 02:15 pm.
ANCONDMASD 26.00
OR liber 640 Page 755 - 759

201100004219
MCCURDY WOTILA & PORTEOUS
PROFESSIONAL CORPORATION
120 WEST HARRIS STREET
CADILLAC MI 49601

FIFTEENTH AMENDMENT TO THE MASTER DEED
of
CADILLAC NORTH SHORE CONDOMINIUM

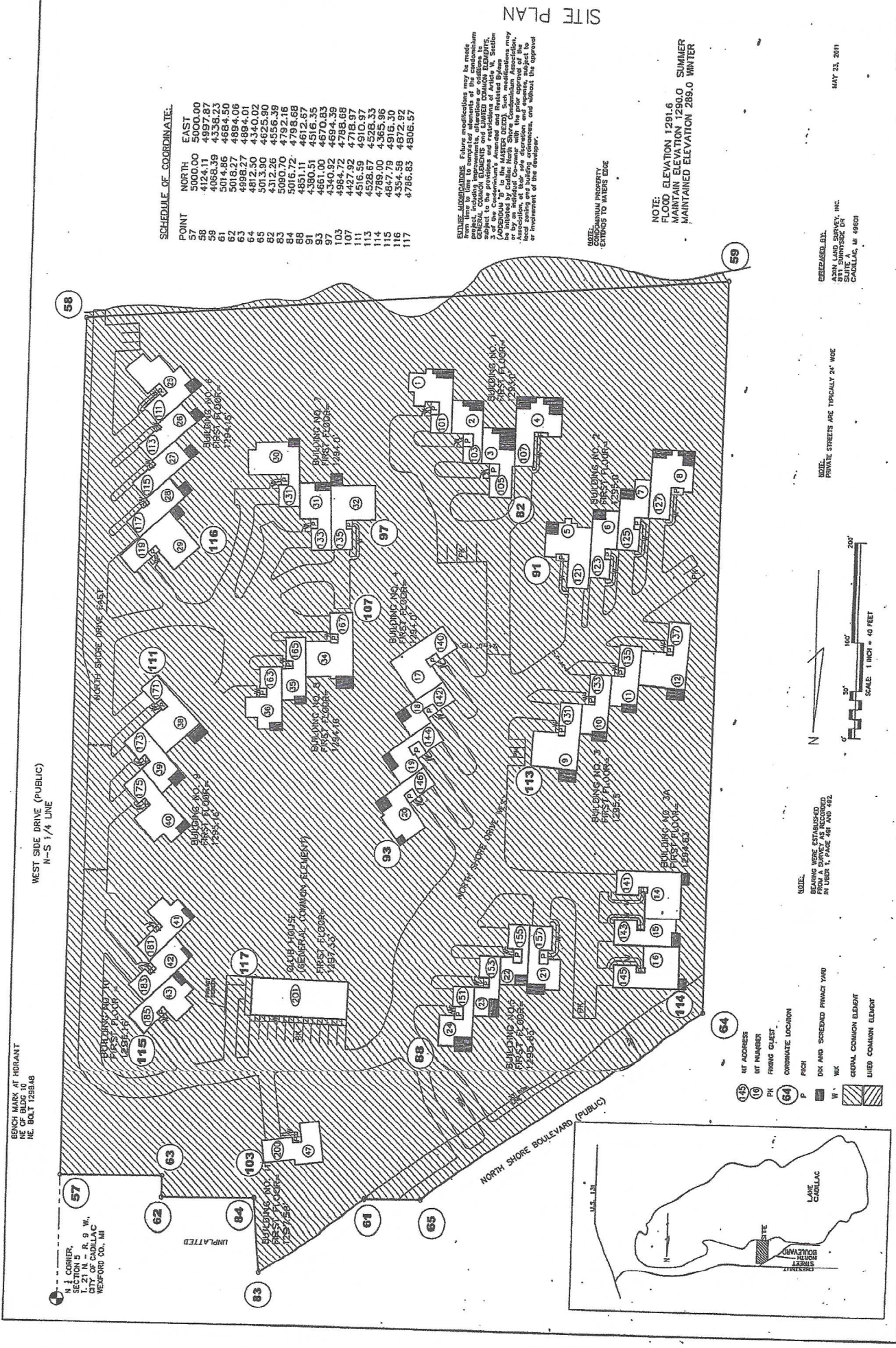
CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, of 201 North Shore Drive East, Cadillac, Michigan 49601, being the association organized in accordance with the Master Deed, of CADILLAC NORTH SHORE CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 292, pages 420 through 451, Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. Two (2), hereby amends the Master Deed, and for the following purposes:

AMEND ADDENDUM "A" to the MASTER DEED:

Amended Sheet MD-1, Sheet 2A and Sheet 3A of the Condominium Subdivision Plan of Cadillac North Shore Condominium, as attached hereto, shall upon recording in the Office of the Wexford County Register of Deeds, and to the extent they are inconsistent with Sheets 2 and 3, replace and supersede Sheets MD-1, 2 and 3.

ALL AMENDMENTS TO THE MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM AS HEREINABOVE INDICATED, UPON BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN WEXFORD COUNTY, SHALL REPLACE AND SUPERSEDE THE CORRESPONDING PROVISIONS AND ELEMENTS OF THE ORIGINAL MASTER DEED AS PREVIOUSLY AMENDED AND RECORDED. IN ALL OTHER RESPECTS, OTHER THAN AS HEREINABOVE INDICATED, THE ORIGINAL MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM, THE BY-LAWS AND THE CONDOMINIUM SUBDIVISION PLAN, AS PREVIOUSLY AMENDED AND RECORDED, ARE FULLY RATIFIED, CONFIRMED AND RE-DECLARED.

Recd
WEXFORD CO
06-21-2011



SCHEDULE OF COORDINATE.

POINT	NORTH	EAST
57	5000.00	5000.00
58	4124.11	4997.87
59	4068.39	4336.23
60	5014.95	4684.50
61	4998.57	4884.06
62	4812.50	4340.01
63	5013.80	4625.90
64	4312.26	4556.39
65	5090.70	4792.16
66	4851.11	4612.67
67	4800.31	4870.85
68	4340.92	4788.69
69	4984.72	4788.69
70	4427.92	4718.97
71	4516.59	4910.97
72	4528.67	4528.33
73	4789.00	4365.96
74	4847.79	4916.30
75	4786.55	4872.92
76	4786.55	4806.57

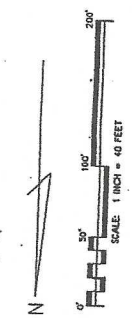
ENTIRE MAJORATIONS. Future modifications may be made from time to time to completed elements of the common elements of the project. The provisions and restrictions of Article 3 of the Condominium Declaration and the Declaration of Condominium shall apply to the MAJORATIONS. Such modifications may be made by the Board of Directors of the Condominium Association, or by an individual Co-owner with the approval of the Board of Directors and the approval of the Board of Directors of the Condominium Association, and without the approval of the Board of Directors of the Condominium Association.

NOTE: SHOWN PROPERTY EXTENDS TO INSIDE EDGE

NOTE: FLOOD ELEVATION 1291.6 MAINTAINED ELEVATION 1290.0 SUMMER WINTER

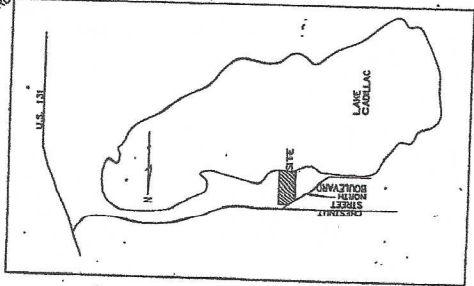
PREPARED BY:
 ANN LAND SURVEY, INC.
 571 BUNNERS DR.
 CAULFIELD, MI 48001

NOTE: PRIVATE STREETS ARE TYPICALLY 24' WIDE



NOTE: BEARINGS WERE ESTABLISHED FROM A SURVEY AS RECORDED IN LIBER 1, PAGE 561 AND 482.

- 145 WT ADDRESS
- 116 WT NUMBER
- PK RINGING CLIENT
- 64 COORDINATE LOCATION
- PK FISH
- PK AND SCREENED PRIVATE YARD
- W * WK GENERAL COMMON ELEVATION
- USED COMMON ELEVATION



14

RECEIVED

2003 NOV 14 AM 10:42

Janis O'Connell
WEXFORD COUNTY, MI
REGISTER OF DEEDS

FOURTEENTH AMENDMENT TO THE MASTER DEED
of
CADILLAC NORTH SHORE CONDOMINIUM

VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, of P.O. Box 2022, Midland, Michigan 48641-2022, being the Developer of CADILLAC NORTH SHORE CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 292, pages 420 through 451, Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. Two (2), hereby amends the Master Deed, and for the following purposes:

AMEND ARTICLE I: The condominium project shall be known as CADILLAC NORTH SHORE CONDOMINIUM, a project established according to Act 59 of the Public Acts of 1978, as amended. The eleven (11) residential buildings, thirty-eight (38) Units, and one (1) non-residential building designated the Clubhouse contained in the first, second, third, fourth, fifth, sixth, seventh, eighth, eleventh, twelfth, and thirteenth phases shall be expanded to twelve (12) residential buildings, forty-one (41) Units, and one (1) non-residential building designated the Clubhouse, by this Fourteenth Amendment to the Master Deed.

AMEND ARTICLE II: The purpose of this Fourteenth Amendment is to increase the number of buildings/Units to thirteen (13) buildings consisting of twelve (12) residential buildings with forty-one (41) Units and one (1) non-residential building designated the Clubhouse, and to amend the Legal Description of Article II of the original Master Deed, as previously amended by the Thirteenth Amendment, said Legal Description to be as follows:

City of Cadillac, County of Wexford, State of Michigan:

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as beginning at a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line;

- Thence S 00 DEG 08 MIN 20 SEC W 875.89 feet on the North - South 1/4 Line;
- Thence S 85 DEG 10 MIN 16 SEC W 662.00 feet on a meander line of Lake Cadillac
- from the North 1/4 corner of said Section 5;
- Thence N 00 DEG 08 MIN 16 SEC E 744.12 feet;
- Thence N 54 DEG 50 MIN 07 SEC E 319.08 feet on the centerline of North Boulevard;
- Thence S 35 DEG 09 MIN 53 SEC E 115.49 feet;
- Thence E 69.00 feet;
- Thence N 07 DEG 26 MIN 28 SEC W 138.00 feet;
- Thence N 54 DEG 50 MIN 07 SEC E 90.10 feet;
- Thence S 05 DEG 02 MIN 00 SEC E 74.27 feet;

Thence N 89 DEG 04 MIN 00 SEC E
 Thence S 00 DEG 08 MIN 20 SEC W

95.40 feet;
 20.00 feet;

Thence N 89 DEG 04 MIN 00 SEC E

106.00 feet to the point of beginning;

containing 13.05 acres more or less.

AMEND ARTICLE III (H): This condominium project means this particular project consisting of twelve (12) residential buildings, forty-one (41) Units, and one (1) non-residential Clubhouse building, and in its entirety may be expanded to twelve (12) residential buildings, forty-four (44) Units, and one non-residential Clubhouse building, if established and approved in accordance with Act 59 of the Public Acts of 1978, as amended.

AMEND ARTICLE V (B) - PERCENTAGE OF VALUE: The percentage of value assigned to each residential Unit is determined by the proportion that the square feet of each Unit bears to the total square feet of all constructed residential Units in the project. The percentage of value determines each respective Co-owner's proportionate share in the common elements of the condominium only. Each Unit shall have one (1) vote and shall share equally in the proceeds and expenses of administration.

SCHEDULE FOR AMENDED PERCENTAGE OF VALUE:

BUILDING 1			BUILDING 6		
Unit 1	2090.90 sq. ft.	2.51%	Unit 25	2273.00 sq. ft.	2.73%
Unit 2	2217.28 sq. ft.	2.67%	Unit 26	1771.00 sq. ft.	2.13%
Unit 3	2079.63 sq. ft.	2.50%	Unit 27	1771.00 sq. ft.	2.13%
Unit 4	2633.50 sq. ft.	3.17%	Unit 28	1771.00 sq. ft.	2.13%
			Unit 29	2455.00 sq. ft.	2.95%
BUILDING 2			BUILDING 7		
Unit 5	1865.40 sq. ft.	2.24%	Unit 30	2297.60 sq. ft.	2.76%
Unit 6	2010.80 sq. ft.	2.42%	Unit 31	2267.00 sq. ft.	2.72%
Unit 7	2081.80 sq. ft.	2.50%	Unit 32	2460.00 sq. ft.	2.96%
Unit 8	1865.40 sq. ft.	2.24%			
BUILDING 3			BUILDING 8		
Unit 9	2419.26 sq. ft.	2.91%	Unit 34	2295.00 sq. ft.	2.76%
Unit 10	1948.57 sq. ft.	2.34%	Unit 35	1631.60 sq. ft.	1.96%
Unit 11	1948.57 sq. ft.	2.34%	Unit 36	1889.00 sq. ft.	2.27%
Unit 12	2419.26 sq. ft.	2.91%			
BUILDING 3A			BUILDING 9		
Unit 14	2449.63 sq. ft.	2.94%	Unit 38	2290.00 sq. ft.	2.75%
Unit 15	1832.76 sq. ft.	2.20%	Unit 39	1768.60 sq. ft.	2.13%
Unit 16	2237.48 sq. ft.	2.69%	Unit 40	1956.10 sq. ft.	2.35%
BUILDING 4			BUILDING 10		
Unit 17	2217.34 sq. ft.	2.67%	Unit 41	2079.00 sq. ft.	2.50%
Unit 18	1665.92 sq. ft.	2.00%	Unit 42	1855.00 sq. ft.	2.23%
Unit 19	1360.00 sq. ft.	1.63%	Unit 43	2079.00 sq. ft.	2.50%
Unit 20	2045.74 sq. ft.	2.46%			

RECEIVED

1997 DEC -5 AM 8:57

Linda L. Smith
WEXFORD COUNTY, MI
REGISTER OF DEEDS

CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION

**Amendment to Article IV
of the Master Deed**

10

The Co-owners of Cadillac North Shore Condominium, in a special action conducted in accordance with ARTICLE IX, Section 7 of the Condominium Amended and Restated Bylaws (Addendum "B" to the Master Deed) and the laws of the State of Michigan, did approve, by the affirmative vote of more than two-thirds of the Co-owners, the following amendment to the Master Deed of Cadillac North Shore Condominium:

Amend and restate Article IV to provide, in its entirety, as follows:

"ARTICLE IV

COMMON ELEMENTS AND ASSESSMENTS

The Common Elements of the Project consist of all land and buildings included in the Condominium Project and are graphically described in Addendum A, attached hereto. Common Elements are divided into GENERAL and LIMITED as defined in Paragraphs A and B below, and the respective responsibilities for maintenance, repair, decoration and replacement are defined in Paragraph C below:

A. GENERAL COMMON ELEMENTS

GENERAL COMMON ELEMENTS are those Common Elements to which all of the Co-owners have an equal right to access and/or a duty to maintain, repair, or replace as an expense shared by every Co-owner in accordance with Paragraph C-1 below. The GENERAL COMMON ELEMENTS are as follows:

1. The land described in Article II hereof, including all private drives and sidewalks.
2. Building foundations and supporting columns; floor, ceiling, and wall construction; exterior siding and trim; roofs; chimneys.
3. The electrical wiring network throughout the Project, including that contained within Unit walls, ceilings, and floors, up to the point of connection with electrical outlets or fixtures within each Unit.
4. The gas line network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with gas fixtures or appliances within each Unit.
5. The plumbing network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with plumbing fixtures within each Unit.

6. The telephone wiring network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with phone jack outlets within each Unit.
7. The television antenna systems and cable wiring network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with television outlets within each Unit.
8. The water distribution, sanitary sewer systems, and storm drainage systems throughout the Project, including sump pumps and controls.
9. Docks, lawn sprinkler system including controls, utility meters and meter facilities, signs, and site lighting including timers.
10. Such other elements of the Project, not herein designated as GENERAL or LIMITED COMMON ELEMENTS, which are not enclosed within the boundaries of any Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

B. LIMITED COMMON ELEMENTS

LIMITED COMMON ELEMENTS are those Common Elements reserved for the exclusive use of specific Unit Co-owners to which they are assigned. Expenses associated with the maintenance, repair, renovation, restoration or replacement of LIMITED COMMON ELEMENTS shall be assessed according to Paragraph C-2 below. LIMITED COMMON ELEMENTS are as follows:

1. Each patio, porch, deck, privacy yard, balcony, garage space, and attic space in the Project shall be LIMITED COMMON ELEMENTS and assigned to the Unit which opens unto each, and as such, reserved for the exclusive use of the Unit Co-owner.
2. Entrance doors, storm doors, garage doors, windows, and fireplaces shall be LIMITED COMMON ELEMENTS assigned to the Unit which they service.
3. Within each Unit, the following shall all be LIMITED COMMON ELEMENTS assigned to the Unit which they service: the finished interior surfaces of all perimeter walls; the finished surfaces of interior walls, ceilings and floors; the interior doors, cabinets, counters and counter tops, mantels, light fixtures, plumbing fixtures, electrical outlets, phone and TV jacks, appliances (including built-in appliances), and other interior hardware of any kind; the furnace, water heater, air conditioner, garage door opener, window screens, and door locks.

CADILLAC NORTH SHORES ESTATES CONDOMINIUM #9**AMENDMENTS TO ARTICLE I, ARTICLE IV-C,
ARTICLE V-B, AND ADDENDUM "B" (BYLAWS) OF THE MASTER DEED**

The Co-owners of Cadillac North Shores Estates Condominium, in a Special Meeting held August 12, 1995, did approve, by the affirmative vote of more than two-thirds of the Co-owners, and in compliance with the requirements of the Condominium Bylaws and the laws of the State of Michigan, amendments to Article I, Article IV-C, Article V-B, and Addendum "B" (Bylaws) of the Master Deed of Cadillac North Shores Estates Condominium. Accordingly, Cadillac North Shore Condominium Association (formerly Cadillac North Shores Estates Condominium Association) does hereby amend the Master Deed of Cadillac North Shores Estates Condominium for the following purposes:

Amend Article I to change the name of the Condominium as follows:

"The Condominium project shall be known as Cadillac North Shore Condominium, Wexford County Condominium Subdivision Plan No. 2, a Project established according to Act No. 59 of the Public Acts of 1978, as amended."

Amend and restate Article IV-C to provide, in its entirety, as follows:

"C. ASSESSMENTS OF COMMON ELEMENTS

1. Common expenses associated with the maintenance, repair, renovation, restoration or replacement of Limited Common Elements shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred, except for those Limited Common Elements described in Article IV-B2 above which shall be the sole responsibility of the Unit owner.
 2. The costs of maintenance, repair and replacement of all other Common Elements shall be borne by the Association, and such costs and all other common expenses shall be assessed in accordance with the provisions of the Condominium Bylaws (Addendum "B" to the Master Deed).
 3. 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."
-

All amendments to the Master Deed and Bylaws (Addendum "B" to the Master Deed) of Cadillac North Shores Estates Condominium as hereinabove indicated, upon being recorded in the Office of the Register of Deeds in Wexford County, shall replace and supersede the corresponding provisions and elements of the Master Deed as originally recorded and amended in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Amendments. In all other respects, other than as hereinabove indicated, the original Master Deed of Cadillac North Shores Estates Condominium as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Amendments is fully ratified, confirmed and re-declared.

BY: Edward H. Proctor
Edward H. Proctor, President
Cadillac North Shore Condominium Association

DATE: December 8, 1995

WITNESSETH:

George A. Cousins
George A. Cousins

Patricia A. Cousins
Patricia A. Cousins

Prepared by
Edward H. Proctor
140 North Shore Dr.
Cadillac, Mi 49601

STATE OF MICHIGAN, COUNTY OF WEXFORD, SS:

On this 8th day of December, 1995, before me personally appeared Edward H. Proctor, to me personally known, who being sworn by me, did say that he is the President of Cadillac North Shore Condominium Association, a Michigan Corporation, and that this instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the Condominium Bylaws, and that said Edward H. Proctor acknowledged said instrument to be the free act and deed of said Corporation.

H. E. Uptegradt
(Signature)
H. E. Uptegradt

Notary Public, County of Wexford, State of Michigan.

My commission expires on May 25, 1998.

**CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION
200 NORTH SHORE DRIVE EAST
CADILLAC, MI. 49601**

December 17, 1997

Mr. Lawrence E. Sweebe
President, Venture Development Company
3800 James Savage Road
Midland, MI. 48640

Subject: Amendment to Master Deed -- Building #9

Dear Larry,

In accordance with our August 18, 1996 Agreement Regarding Future Development and Expansion of Cadillac North Shore Condominium, the Board of Directors hereby grants our written approval for you to file the Eleventh Amendment to the Master Deed to add Building #9 to our Condominium project. The Amendment should incorporate the final corrections that I provided to Ken Uptegraft on December 15, 1997.

Following my phone conversation with you on December 15, 1997, I discussed with Ken Uptegraft and Ray Laundroche your request for the Board to reconsider our position of withholding approval to add Building #9 to the Condominium project until completion and final inspection of Unit #38.

Based on the documentation that Ken obtained from the City of Cadillac confirming that all construction pertaining to the General Common Elements of Unit #38 had been completed and passed inspection by the appropriate City and State officials, Ray and I agreed that it would be in the best interests of the Association to accept Building #9 into the Condominium in its present state of completion. Ray then discussed the issue with Regan O'Neill, who also agreed to accept Building #9 in its present state, thereby constituting a Board majority in favor of the action.

We would like to arrange a meeting with you in early June 1998, when all Board members will be available, to discuss the addition of Building #10 and the Clubhouse. We believe early dialogue and agreement on these matters will help us avoid any misunderstandings or issues with you as well as with future buyers.

Best regards,

E. H. Proctor, President
Cadillac North Shore Condominium Association

cc: Ken Uptegraft
BOD Members, CNSCA

(M)

**CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION
200 NORTH SHORE DRIVE EAST
CADILLAC, MI. 49601**

December 30, 1997

Mr. Lawrence E. Sweebe
President, Venture Development Company
3800 James Savage Road
Midland, MI. 48640

Subject: Amendment to Master Deed -- Building #9

Dear Larry,

In accordance with our August 18, 1996 Agreement Regarding Future Development and Expansion of Cadillac North Shore Condominium, the Board of Directors hereby confirms in writing the verbal approval given to you on December 17, 1997, to file the Eleventh Amendment to the Master Deed to add Building #9 to our Condominium project. It is our understanding that the Amendment incorporated the final corrections I provided to Ken Uptegraft on December 15, 1997. This letter supersedes my facsimile to you dated October 28, 1997.

Following my phone conversation with you on December 15, 1997, I discussed with Ken Uptegraft and Ray Laundroche your request for the Board to reconsider our position of withholding approval to add Building #9 to the Condominium project until completion and final inspection of Unit #38.

Based on the documentation that Ken obtained from the City of Cadillac confirming that all construction pertaining to the General Common Elements of Unit #38 had been completed and passed inspection by the appropriate City and State officials, Ray and I agreed that it would be in the best interests of the Association to accept Building #9 into the Condominium in its present state of completion. Ray then discussed the issue with Regan O'Neill, who agreed to accept Building #9 in its present state, thereby constituting a Board majority in favor of the action. Also, in a Board of Directors meeting on December 28, 1997, Ron Fasbinder and Jim Shadoan also indicated their support and concurrence with the Board's approval to accept Building #9 in its present state of completion, thereby making the decision unanimous.

We would like to arrange a meeting with you in early June 1998, when all Board members will be available, to discuss the addition of Building #10 and the Clubhouse. We believe early dialogue and agreement on these matters will help us avoid any misunderstandings or issues with you as well as with future buyers.

Best regards,



E. H. Proctor, President
Cadillac North Shore Condominium Association

cc: Ken Uptegraft
BOD Members, CNSCA

Facsimile from

**CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION
200 NORTH SHORE DRIVE EAST
CADILLAC, MI. 49601**

No. of pages in this fax = 1

October 28, 1997

To: Mr. Larry Sweebe
cc: Ken Uptegraft
BOD Members, CNSCA
Subject: Amendment to Master Deed -- Building #9

Larry, this is in response to your letter dated October 2, 1997, regarding the Amendment to the Master Deed to add Building #9. I apologize for the delay in responding, but I first saw your letter on October 25, and I immediately called a meeting of the Board of Directors on October 26 to discuss your request.

We understand your desire to amend the Master Deed quickly so that closings can be initiated on the first finished units before the entire building is completed. However, after considerable discussion by the Board members present (Laundroche, O'Neill, Proctor, and Shadoan), it was unanimously agreed that our fiduciary responsibilities to the Association preclude us from approving the Amendment to add Building #9 to the Condominium Project until such time as the Building has been completely finished and has passed all final inspections by the appropriate City officials. The Board does affirm our intent to approve your Amendment and add Building #9 at that time, and we look forward to prompt completion of all construction.

Quite possibly there are other arrangements you can make to accommodate the move-in schedule of new owners prior to completing the entire Building and filing the Amendment to the Master Deed. For example, once you can secure an occupancy permit, you might temporarily rent a unit to the new owner until a closing date can be scheduled after the Building is entirely finished.

Our proposed Amendment to Article IV was recently approved by over two-thirds of the Co-owners, and Ken has the signed original pages ready for recording when Building #9 is finished and the Board has had the opportunity to review your Amendment.

If you have any questions or wish to discuss this, please call me, Jim Shadoan, Regan O'Neill, or Ray Laundroche.

Regards,



E. H. Proctor, President
Cadillac North Shore Condominium Association