

CADILLAC NORTH SHORES ESTATES

CONDOMINIUMS

Original
83

(Act No. 59, P.A. of 1978, as amended)

THIS MASTER DEED is made pursuant to Act. No. 59, of the Public Acts of 1978, as amended, known as the MICHIGAN CONDOMINIUM ACT, (hereinafter referred to as the Act); and executed on this 9th day of December-----1983, by LAWRENCE E. SWEEBE, President of VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, of P. O. Box 2022, Midland, Michigan, 48640;

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Subdivision Plan attached hereto as Addendum A and together with the Condominium ByLaws attached hereto as Addendum 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 project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish CADILLAC NORTH SHORES ESTATES CONDOMINIUMS, as a condominium project under the Act and does declare that CADILLAC NORTH SHORES ESTATES CONDOMINIUMS (hereinafter referred to as the condominium or the project shall after such establishment be held, conveyed, encumbered, leased, occupied, improved or in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses limitations and affirmations obligations set forth in the Master Deed and Addendum A and B hereto, all of which shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said project it is provided as follows:

DRAFTED BY: ROBERT B. WHITTAKER
WHITTAKER & WHITTAKER, 5820 Eastman
Road, P.O. Box 2125, Midland, MI 48640

I hereby certify from examination of the records in my office relating to the description of lands in the within instrument that for the five years preceding date of said instrument no tax liens or titles have become attached and no taxes assessed except such as may be in process of collection, remain unpaid.

1-2 1984
Cadillac, Mich.

Richard Wilburson
Washtenaw County Treasurer

COUNTY TAX CERTIFICATE:

The condominium project shall be known as the CADILLAC NORTH SHORES ESTATES CONDOMINIUMS, Wexford County Condominium Subdivision Plan No. 2, a project established according to Act. No. 59. of the Public Acts of 1978, as amended. The first building containing 4 units, including boundary, volume, dimensions and areas of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Addendum "A" hereto.

The one (1) building, containing four (4) units, shall be for residential purposes only, totaling four (4) units in the first phase. Each co-owner in the project shall have an exclusive right to his unit (subject to mortgaging, taxation, possession, sale and all types of juridical acts, intervivos or causa mortis independent of the other condominium units together with an inseparable from its appurtenant share of the common elements. Each co-owner shall have an undivided and inseparable right to share with other co-owners the common elements of the condominium project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the condominium project established by this Master Deed is described as follows:

A part of the East Half of the Northwest fractional Quarter of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as beginning at a point which is South 0°08'20" West 2431.67 feet on the North-South Quarter line and South 85°10'16" West 314.08 feet on a meander line of Lake Cadillac, from the North Quarter corner of said Section 5; thence South 85°10'16" West 347.92 feet on a meander line of Lake Cadillac; thence N. 0°08'16" East 170 feet; thence S. 89°51'44" East 90 feet; thence N. 50°54'24" East 149.25 feet; thence N. 0°08'16" East 325.07 feet; thence N. 31°21'10" East 153.34 feet; thence N. 35°09'53" West 183.93 feet; thence N. 54°50'07" East 100 feet on the centerline of North Boulevard; thence S. 35°09'53" East 195 feet; thence S. 31°21'10" West 253.70 feet; thence S. 0°08'16" West 243 feet; thence S. 89°51'44" East 105 feet; thence S. 0°08'16" West 277.27 feet to the point of beginning. Containing 2.69 acres more or less.

ARTICLE III

DEFINITIONS

For the purposes of the CADILLAC NORTH SHORES ESTATES CONDOMINIUMS, its addendums and all other instruments affecting the establishment thereof, or the transfer of, or an interest in the CADILLAC NORTH SHORES ESTATES CONDOMINIUM project, the words, phrases, are defined below shall have means respectively ascribed to them in the following sections:

A. The Act means Act. No. 59, of the Public Acts of 1978, as amended, known as the Condominium Act.

B. The Administrator means the Department of Commerce or their authorized designee.

C. Association of Co-Owners or Association means the non-profit corporation organized under Michigan Law of which all co-owners shall be members. This Corporation shall administer, operate, manage and maintain the condominium.

Any action permitted or acquired of the Association shall be exercisable by the Corporation's Board of Directors unless specifically reserved to its members by the condominium documents or the laws of the State of Michigan.

D. Association By Laws means the corporate Bylaws of the CADILLAC NORTH SHORES ESTATES CONDOMINIUMS ASSOCIATION, the Michigan non-profit corporation organized to manage, maintain and administer the condominium project.

E. Master Deed means the condominium documents recording the condominium project to which is attached exhibits and incorporated by reference the approved ByLaws for the project and the approved condominium subdivision plan for the project.

F. Condominium ByLaws means the document setting forth the substantive rights and obligations of the co-owners and is recorded as a part of the Master Deed.

G. Condominium unit means that portion of the project designated and intended for separate ownership and use, as described in this Master Deed.

H. Condominium project means this particular project consisting of one building, four units, if established and approved in accordance with Act. 59 of the Public Acts of 1978, as amended.

I. Condominium Subdivision Plan means the site, survey, and utility plans, floor plans, floodplain plans and sections, as appropriate, showing the existing and proposed structures and improvements including the location thereon on the land. The condominium subdivision plan shall show the size, location, area and horizontal boundaries of each unit as well as vertical boundaries and volume for each unit comprised of enclosed air space. A number shall be assigned to each unit, the condominium subdivision shall include the nature, location and approximate size of common elements.

J. Common elements means the portions of the condominium project other than the condominium unit.

K. General common elements means common elements other than the limited common elements.

L. Limited common elements means a portion of the common elements reserved in the Master Deed for the exclusive use of less than all of the co-owners.

M. Condominium documents means the Master Deed, recorded pursuant to Act. 59, of the Public Acts of 1978, as amended and any other instrument referred to in the Master Deed or ByLaws which affects the rights and the obligations of a co-owner in the project.

N. Co-Owner means a person, firm, corporation, partnership, association, trust, or other legal entity or combination thereof, who own a condominium unit within the project.

O. Developer is VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, its successors and assigns, which is engaged in the business of developing this condominium project.

WHEREVER reference is made to one gender the same shall include a reference to any and all genders where the same would be appropriate, similarly, wherever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS AND ASSESSMENTS

The common elements of the project are the portion of the condominium project other than the units and are graphically described in Addendum A, attached hereto. Common elements are divided into general and limited and the respective responsibilities for maintenance, repair, decoration and replacements are as follows:

A. GENERAL COMMON ELEMENTS are those common elements to which all of the co-owners have an equal right to access and a duty to maintain repair or replace as a prorate expense to every co-owner (see C below). The general common elements, are as follows:

1. The land described in Article II, hereof, including all private drives, sidewalks;
2. The electrical wiring network throughout the project includin

3. The gas line network throughout the project including that contained within unit walls, up to the point of connection with gas fixtures within any unit.
4. The telephone wiring network throughout the project.
5. The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.
6. The water distribution systems, sanitary sewer systems and storm drainage systems throughout the project.
7. Foundations, supporting columns, floor construction, chimneys; including windows, and doors therein; roofs, ceilings, and walls shown on Exhibit A.
8. The exterior sprinkler system (if any), rubbish facilities; meters and meter facilities and site lighting timers within the project.
9. The television antenna systems, including sign splitters and electrical outlets up to the point of connection with the television antenna systems in each unit.
10. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within any boundary of any unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. **LIMITED COMMON ELEMENTS** are those common elements reserved for the use of less than all of the co-owners and are assessed according to the Paragraph 3 below. The limited common areas are "as" follows:

1. Each patio, porch, deck, privacy yard, balcony in the project is limited in their use to the owner of the unit which opens unto each.
2. The interior surface of each 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 each unit. (Including attic spaces defined in Addendum "A")
3. Garage spaces, which have been specially assigned to the condominium subdivision plan, Addendum A, attached hereto.
4. The furnaces and water heaters shall be limited common elements designated to the unit which they service.
5. The fireplaces shall be limited common elements designated to the unit which they service.

C. ASSESSMENTS OF COMMON ELEMENTS

1. **Monthly maintenance assessment:** The amount of all common expenses, not a special assessment, shall be assessed monthly by the Association against the condominium units in equal proportion to the number of units in the project. A co-owner shall not be exempt from contributing as provided in this Master Deed by non-use or waiver of the use of any of the common elements or by the abandonment of his unit.
2. **Special Assessments:** Those expenses included and assessed to maintain, repair or replace, but not covered by the monthly maintenance expenses, are special assessments. Special assessments arise by a result of an extraordinary expense which was larger than the reserve built up for such events. They are payable as follows:
 - a. 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.

general and limited common elements described above shall be owned by the Association and assessed by the Association to each co-owner according to the percentage of value assigned to his unit.

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 repair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description: Each unit in the project is described in this paragraph with reference to the condominium subdivision plan of the CADILLAC NORTH SHORES ESTATE, as survey by Owen, Ayres & Associates, Inc., of 3773 E. Wackerly Road, Midland, Michigan, Engineers and attached hereto as Addendum A. Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Addendum A hereto and delineated with heavy outlines.

B. Percentage of Value. The four (4) units shall carry equal percentage of value. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration, each co-owner has one vote for every unit owned.

ARTICLE VI

EASEMENTS

A. Reciprocal Easement: To the extent that a condominium unit or common element encroaches on any other unit or common element, whether by reason of any deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist.

B. Maintenance Easement: There shall be easements, to, through and over those portions of land, structures, buildings, improvements and walls (including interior walls) contained therein for the continuing maintenance and repair of all utilities including; light, heat, power, sewer, water and communication in the condominiums.

C. Support Easement: There shall exist easements, or support with respect to any unit interior walls which supports a common element.

D. Developer's Easement: The Developer has a transferable easement over and on the common elements for the purpose of doing all things reasonably necessary and proper in connection therewith, so long as the Developer retains a unit.

ARTICLE VII

EXPANSION

The condominium project establish pursuant to the Master Deed of CADILLAC NORTH SHORES ESTATES CONDOMINIUM and consisting of our (4) units is entered into the first stage of an expansion project to contain in its entity 50 units. Additional units, if any, will be constructed upon all of some of the following portion of land:

(hereinafter referred to as "future development")

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 0 DEG 08 MIN 20 SEC W 1555.78 FEET ON THE NORTH - SOUTH 1/4 LINE FROM THE NORTH 1/4 CORNER OF SAID SECTION THENCE S 0 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 314.08 FEET ON A MEANDER LINE OF LAKE CADILLAC;
 THENCE N 0 DEG 08 MIN 16 SEC E 277.27 FEET;
 THENCE N 89 DEG 51 MIN 44 SEC W 105 FEET;
 THENCE N 0 DEG 08 MIN 16 SEC E 245 FEET;
 THENCE N 31 DEG 21 MIN 10 SEC E 253.70 FEET;
 THENCE N 35 DEG 09 MIN 53 SEC W 195 FEET;
 THENCE N 54 DEG 50 MIN 07 SEC E 30.63 FEET ON THE CENTERLINE OF NORTH BOULEVARD;
 THENCE N 89 DEG 04 MIN 00 SEC E 58.61 FEET;
 THENCE N 54 DEG 50 MIN 07 SEC E 131.69 FEET ON THE SOUTHERLY R.O.W. LINE OF NORTH BOULEVARD;
 THENCE S 5 DEG 02 MIN E 74.27 FEET;
 THENCE N 89 DEG 04 MIN 00 SEC E 95.40 FEET ON THE NORTH 1/8 LINE;
 THENCE S 0 DEG 08 MIN 20 SEC W 20.00 FEET;
 THENCE N 89 DEG 04 MIN 00 SEC E 106.00 FEET TO THE POINT OF BEGINNING.

ALSO A PARCEL OF LAND DESCRIBED AS BEGINNING AT A POINT WHICH IS S 0 DEG 08 MIN 20 SEC W 2431.67 FEET ON THE NORTH - SOUTH 1/4 LINE AND S 85 DEG 10 MIN 16 SEC W 662.00 FEET ON A MEANDER LINE OF LAKE CADILLAC AND N 0 DEG 08 MIN 16 SEC E 170 FEET FROM THE N 1/4 CORNER OF SAID SECTION 5, TOWNSHIP 21 NORTH - RANGE 9 WEST;
 THENCE N 0 DEG 08 MIN 16 SEC E 574.12 FEET;
 THENCE N 54 DEG 50 MIN 07 SEC E 269.08 FEET ON THE CENTERLINE OF NORTH BOULEVARD;
 THENCE S 35 DEG 09 MIN 53 SEC W 183.93 FEET;
 THENCE S 31 DEG 21 MIN 10 SEC W 153.34 FEET;
 THENCE S 0 DEG 08 MIN 16 SEC W 325.07 FEET;
 THENCE S 50 DEG 54 MIN 24 SEC W 149.25 FEET;
 THENCE N 89 DEG 51 MIN 44 SEC W 90 FEET TO THE POINT OF BEGINNING.
 THE SUM OF THE TWO DESCRIPTIONS CONTAINING 10.62 ACRES MORE OR LESS.

Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer, its successors or assigns, from time to time, within a period ending no later than SEPTEMBER 1, 1989, be increased by the addition to this condominium or any portion of the future development and the construction of residential units thereon. The nature appearance and location of all such additional units as may be constructed thereon shall be determined by the Developer in its sole judgment and as may be approved by the City of CADILLAC. Such increase in size of this project shall be given effect by an amendment or amendments to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the discretion of the Developer or its successors and in which the percentage of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire project resulting from such amendment(s) to this Master Deed. Such amendment(s) to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the project by any such amendment(s). In connection with any such amendment(s) Developer shall have the right to change the nature of any common element previously included in the project for any purpose necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned

interested or to become interested, in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested parties irrevocably appoint the Developer or its successors or assigns, agent and attorney for the purpose of execution of such amendment(s) to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be affected without the necessity of re-recording an entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendment(s) thereto. Nothing herein contained, however, shall in any way obligate the Developer to enlarge the project beyond the phase established by this Master Deed and the Developer may, in its succession, establish all or a portion of said future development, as a rental development, a separate condominium project(s) to expand the project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the project all or any portion of the area of future development described in this Article nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements therein in any specific locations.

ARTICLE VIII

AMENDMENT OF THE MASTER DEED

An amendment to any recorded condominium document is effective upon recording. However, the types of amendment(s) that may be made are restricted by the limitations and reservations contained in the document to be amended. A condominium document may be amended without the consent of the co-owners or mortgagees if the amendment will not materially alter or change the rights of co-owners or mortgagees and the document reserves to the Developer or the Association the right to amend for that purpose(s).

Unless the condominium documents require a greater percentage for enumerated matters, recorded documents may be amended, even if the amendment(s) will materially alter or change the rights of co-owner, mortgagees, with the consent of not less than 2/3rds of the votes of the co-owners and the mortgagees. A mortgagee may cast one vote for each mortgage held. An amendment altering the method or formula for determining percentage of value concerning the right of a co-owner to rent a unit or modify the dimensions or appurtenant limited common elements of a co-owner's unit may not be made without the consent of each affected co-owner and mortgagee. Co-Owners and mortgagees of record must be notified of any proposed amendment(s) ten (10) days before they are recorded. A copy of each recorded amendment(s) must be delivered to each co-owner.

Developer Right to Amend: The documents may be amended for a proper purpose, by the Developer, without consent of co-owners, mortgagees, and other interested parties, including the modification of the types and sizes of unsold units and their appurtenants limited common elements as long as the amendments do not materially alter or change the rights of co-owners and interested parties.

ARTICLE IX

TERMINATION OF THE PROJECT

Developer's Unilateral Termination: If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the project. A termination under this section shall become effective upon the recordation thereof if executed by the Developer.

Co-owner Termination: If there is a co-owner other than Developer, then the condominium project shall be terminated only by the agreement, of the Developer and unaffiliated co-owner of the condominiums units to which four-fifths of the vote in the Association of Co-Owners appertain.

ARTICLE X

COMPLIANCE

THIS MASTER DEED IS SET FORTH IN COMPLIANCE WITH THE REQUIREMENTS OF ACT. NO. 284 OF THE PUBLIC ACTS OF MICHIGAN, OF 1972, AS AMENDED, ACT. NO. 59, OF THE PUBLIC ACTS OF MICHIGAN, OF 1978, AS AMENDED, AND WITH THE DULY RECORDED MASTER DEED OF THE CONDOMINIUM AND ADDENDUMS A AND B ATTACHED HERETO. IN CASE THESE ARE CONFLICTING WITH THE PROVISIONS OF SAID STATUTES, OR WITH THE PROVISIONS OF SAID MASTER DEED, OR THE EXHIBITS THEREOF, THE PROVISIONS OF THE STATUTES AND SAID MASTER DEED SHALL BE CONTROLLING.

DATED THIS 9th DAY OF DECEMBER, 1983.

WITNESSETH:

SIGNED:

Robert B. Whittaker
ROBERT B. WHITTAKER

VENTURE DEVELOPMENT COMPANY, INC.,
a Michigan Corporation;

BY: Lawrence E. Sweere
LAWRENCE E. SWEERE
ITS: PRESIDENT

C. Shirlee Geigood
C. SHIRLEE GEIGOOD

STATE OF MICHIGAN, COUNTY OF MIDLAND, SS:

On this 9th day of December, 1983, before me personally appeared the above-named LAWRENCE E. SWEERE, who being by me duly sworn, did say that he is the President of VENTURE DEVELOPMENT COMPANY, INC., and which he executed the within instrument, he signed on behalf of the corporation by authority of its board of directors, and said LAWRENCE E. SWEERE, acknowledged that said instrument is his free act and deed on behalf of said corporation.

C. Shirlee Geigood
C. SHIRLEE GEIGOOD, NOTARY PUBLIC
MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 1/15/85

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.

K.E. Uptegraft
(Signature)
K.E. Uptegraft

Notary Public, County of Wexford, State of Michigan.

My commission expires on May 25, 1998.