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MASTER DEED

LAKESHORE ESTATES SITE CONDOMINIUM

Judy VanZandt  
REG. OF DEEDS

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 9th day of September, 1993, by BEAR POINT DEVELOPMENT CORPORATION, hereinafter referred to as the "Developer", whose office is situated at 1999 W. Territorial Road, Camden, Michigan 48232, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1978 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in part of the East Half (E 1/2) of Section 4 and the Southwest Quarter (SW 1/4) of Section 3, Twp. 9 South, Range 3 West, Amboy Township, Hillsdale County, Michigan described as follows:

Commencing at the Quarter Corner common to said Sections 3 and 4; thence South 00 deg 02' 10" West along the Section Line common to said Sections 3 and 4, the center line of West Diane Drive (formerly Woodbridge Road) and the Westerly Line of the recorded Plat of "LAKE DIANE" 24.00 feet to the POINT OF BEGINNING of this description; thence continuing South 00 deg 02' 10" West along said Westerly Plat Line 90.15 feet; thence following said Westerly Plat Line South 9 deg 57' 50" East 33.00 feet; thence Northeasterly 135.72 feet along the arc of a curve to the right, with a radius of 50.0 feet, a central angle of 155 deg 32' 14", and a chord which bears North 77 deg 48' 38" East 97.73 feet; thence South 24 deg 24' 55" East 97.92 feet; thence Southeasterly 332.56 feet along the arc of a curve to the left, with a radius of 291.0 feet, a central angle of 065 deg 28' 43", and a chord which bears South 51 deg 09' 17" East 314.76 feet; thence leaving said Plat Line South 51 deg 54' 10" East 127.85 feet to the shoreline of Lake Diane; thence following along said shoreline South 47 deg 06' 03" West 248.48 feet; thence South 00 deg 00' 40" East 197.75 feet; thence South 38 deg 47' 00" West 98.61 feet; thence South 68 deg 47' 10" West 95.36 feet; thence South 50 deg 10' 10" West 105.08 feet; thence North 85 deg 12' 20" West 93.37 feet; thence North 02 deg 21' 50" West 214.85 feet; thence North 22 deg 20' 44" West 157.02 feet; thence North 59 deg 21' 40" West 121.70 feet; thence North 25 deg 31' 09" West 48.36 feet; thence North 25 deg 31' 20" West 34.48 feet; thence North 23 deg 09' 20" West 76.15 feet; thence North 03 deg 59' 55" West 171.96 feet; thence North 55 deg 13' 45" West 140.45 feet; thence North 36 deg 55' 05" West 118.18

111-00 Warden

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RECORDED  
HILLSDALE CO. MICH.

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*Judith VanZandt*

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feet; thence North 26 deg 29' 15" East 124.53 feet; thence North 02 deg 28' 05" East 82.45 feet; thence North 42 deg 46' 15" West 136.35 feet; thence North 12 deg 16' 39" East 53.21 feet; thence North 47 deg 43' 58" East 264.11 feet; thence North 05 deg 21' 10" East 171.97 feet; thence leaving said shoreline South 89 deg 57' 50" East 54.57 feet to the point of beginning.

Containing 8.48 acres more or less.

Subject to the rights of the public in and to that portion known as West Diane Drive (formerly Woodbridge Road).  
Also subject to any easements and restrictions of record.

**Unofficial Copy**

WHEREAS, the Developer desires, by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be 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 LAKESHORE ESTATES SITE CONDOMINIUM, (hereinafter referred to as the "Condominium" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, and further subject to a specific reservation onto the Developer, his successors and assigns of all gas, oil, and mineral rights of the above described parcel, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, personal representatives, and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

FIRST: Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not in limitation, the Articles of Incorporation and Rules and Regulations of the Lakeshore Site Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishments of or transfer of interest in Lakeshore Estates Site Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(1) "The Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(2) "Association" means the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate manage, and maintain the Condominium. 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 bylaws of the State of Michigan.

(3) "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive right and obligations of the co-

owners and required by Section 3 (8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association as provided for under the Michigan Non-Profit Corporation Act.

(4) "Common elements", where used without modification, shall mean both the general and limited common elements described on paragraph FOURTH hereof.

(5) "Condominium documents", wherever used, means and includes this Master Deed and Exhibits "A" and "B" hereto the Articles of Incorporation and the Rules and Regulations, in any, of the Association.

(6) "Condominium premises" means and includes the land, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Lakeshore Estates Site Condominium as described above.

(7) "Condominium", "Condominium project" or "Project" means Lakeshore Estates Site Condominium, established in conformity with the provisions of the Act.

(8) "Condominium Subdivision Plan" means Exhibit "B", attached hereto.

(9) "Consolidating Master Deed" means the final amended Master Deed which shall describe Lakeshore Estates Site Condominium as a completed Condominium project and shall reflect the entire land area added to the Condominium from time to time under paragraph NINTH and all Condominium units and common elements therein, and which shall express percentages of value pertinent to each Condominium unit, finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Hillsdale County Register of Deeds, shall supersede all previously recorded Master Deeds for Lakeshore Estates Site Condominium.

(10) "Construction and sales period" means, for the purpose of the Condominium documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale.

(11) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the Condominium project. The term "owner", wherever used, shall be synonymous with the term "co-owner". "Co-owner" shall also include a land contract vendee.

(12) "Developer" means Bear Point Development Corporation, who has made and executed this Master Deed, and his successors and

assigns.

(13) "First Annual Meeting" means the initial meeting at which non-developer co-owners are permitted to vote for the election of all Directors and upon all other matters which property may be brought before the meeting. Such meeting (i) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units created are sold, and (ii) must be held within (a) fifty-four (54) months from the date of the first unit conveyance, or (b) one-hundred-twenty (120) days after seventy-five percent (75%) of all units created are sold, whichever occurs first.

(14) "Transitional control date" means the date on which a 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.

(15) "Unit" means a single residential Site Condominium unit in Lakeshore Estates Site Condominium, as described in paragraph FIFTH hereof and Exhibit "B" hereto, and shall have the same meaning as "Condominium unit" as defined in the Act.

(16) Whenever any reference herein is made to one's gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

SECOND: The Condominium project shall be known as Lakeshore Estates Site Condominium, Hillsdale County, Condominium Subdivision Plan No. 2. The engineering and architectural plans for the project (including all improvements to be constructed therein) are or will be on file with the Township of Amboy, Hillsdale County, State of Michigan. The Condominium project is established in accordance with the Act.

THIRD: The units contained in the Condominium, including the number, boundaries, dimensions, and area of each Condominium unit therein, are set forth completely in the Condominium Subdivision Plat attached in Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a common element of the Condominium project. Each co-owner in the Condominium project shall have an exclusive right to his/her Condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium project as are designated by this Master Deed.

FOURTH: The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for the

maintenance, decoration, repair, or replacement thereof are as follows:

(1) The general common elements are:

The land described in page one (1) hereof (other than that portion thereof described in paragraph FIFTH below) and in Exhibit "B" hereto as constituting the Condominium units, including roads, utility easements and sanitary sewer easements, and other improvements not designated as limited common elements and not located within the boundaries of a Condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of Condominium unit shall be owned in their entirety by the co-owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements;

(a) The electrical wiring network throughout the project up to, but not including, that which now or hereafter are constructed within the perimeter of a unit;

(b) The telephone wiring network throughout the project up to, but not including, that which now or hereafter are constructed within the perimeter of a unit;

(c) The sanitary sewer system and related easements throughout the project;

(d) Such other elements of the project not herein designated as general or limited common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the project;

(e) Some or all of the utility line (including mains and service leads) and equipment described in paragraph FOURTH

(1)(a), (b), (c), and (d) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owner's interest therein, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

(f) The UTILITY EASEMENT throughout the project.

(2) Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the co-owner of the unit or units to which such limited common elements are appurtenant. Limited common elements have been designated as such in this Master Deed, in the area situated between Lake Diane Shoreline and the unit line.

(3) The respective responsibility for the maintenance, repair and replacement of the common elements are as follows:

(a) Association Responsibilities: The responsibility

for and the cost of maintenance, repair and replacement of all sanitary sewers, in the project, to the extent that such are not or do not become "public", and which are located within common elements or easements, shall be borne by the Association.

(b) Co-owners' Responsibilities: The co-owners individually shall be responsible for the repair and maintenance of all utilities, structures and appurtenances within the perimeter of his unit. The co-owner is also responsible for the care and the maintenance of the common elements or limited common elements which traverse his/her unit as set forth in Article VI, Section 8 of the Bylaws.

FIFTH:

(1) Each unit of the Condominium project as described in this document with reference to the Condominium Subdivision Plan of Lakeshore Estates Site Condominium was surveyed by J. E. "Skip" Maxson and Associates, and is attached hereto as EXHIBIT "B". Each unit shall consist of the land contained within the unit boundaries as shown on EXHIBIT "B" hereto and delineated with heavy outlines.

(2) The percentage value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the project and concluding that there are no material differences among the unit insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each co-owner's respective share of the same common elements of the Condominium project, the proportionate share of each respective co-owner in the proceeds and the expenses of administration and the value of such co-owner's vote at meetings of the Association. The total value of the project is one hundred percent (100%).

SIXTH: Notwithstanding any other provision in this Master Deed or the Bylaws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a Condominium unit of record.

(1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such Condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

(2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure shall be exempt from any "right of first refusal" contained in the



Condominium documents and shall be free to sell or lease such unit without regards to any such provision. The Developer shall retain the "right of first refusal" with the Association retaining the "right of first refusal", should the Developer decline to exercise such right.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure shall be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(4) Unless at least two-thirds (2/3) of the co-owners (other than the Developer) of the individual Condominium units, given their prior written approval, and unless all of the Developer's interest had been assigned, the Association shall not be entitled to;

(a) by act or omission seek to abandon or terminate the condominium project;

(b) change the pro rate interest or obligations of any condominium unit for the purpose of (i) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(5) Each first mortgagee has the right to examine the books and records of the Association and the Condominium project.

(6) No Condominium unit owner, or any other party, shall have priority over the rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of Condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control

date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of one (1) year.

SEVENTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the Bylaws attached hereto as Exhibit "A".

EIGHTH: There shall be easements to, through and over the entire project, including all of the land, structures, buildings, and improvements, therein, for the continuing maintenance and repair of all utilities in the Condominium. In the event any improvements located on one unit encroach upon another unit or upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

NINTH: The Condominium project established pursuant to the initial Master Deed of Lakeshore Estates Site Condominium and consisting of twenty-three (23) units will be developed in a one-stage process, which is depicted in the Exhibit "B" documents as "MUST BE BUILT".

TENTH: There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees to all units and common elements on the project for access to the water main, storm drains, sanitary sewers and roads that are constructed within the project to permit the maintenance, repair and replacement thereof in accordance with the terms hereof. Except as otherwise expressly provided herein, the Association shall be responsible up to the perimeter of a unit, for performing the routine repairs and maintenance of the road, water main, sanitary sewer, storm drains and sales, to the extent such are not or do not become public utilities, with the individual co-owner thereof to reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments on Article II of the Bylaws. In addition to the foregoing, the co-owners shall be individually responsible for the costs of maintenance, repair and replacement of all driveways, lawns, shrubs, residential dwellings, both interior and exterior, and on unit utilities. The co-owner shall also be individually responsible for the lawn care of any general common element traversing his/her unit. In no event shall the Association be liable for the decoration, maintenance, repair or replacement of any portion of the unit or the exterior or interior of any such dwelling, located thereon.

ELEVENTH: The Developer further reserves the right at any time to grant easements for utilities over, under and across the Condominium premises to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Hillsdale County Records. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the forgoing grant of easement or transfer of title.

TWELFTH: The Association, acting through its lawfully constituted Board of Directors, shall be empowered and obligated to grant such easement, licenses, right-of-entry, and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in the paragraph NINTH hereof, subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Condominium documents may be modified nor any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

THIRTEENTH: The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Condominium premises, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the condominium documents or by law. These easements include, without limitation, the right of the Association to obtain access, during reasonable hours and upon reasonable notice, to water meters, and other common elements located within any unit.

FOURTEENTH: All units hereafter, except for Unit No. 16, conveyed by Developer or his successor shall be used for residential purposes only and shall be further subject to the following restrictions:

(1) No dwelling shall be erected, altered, placed or permitted on any unit having the ground floor area of the main structure exclusive of porches, breezeways and garages, of less than 1100 square feet for a one-story dwelling. Raised ranch, two-story, and one and one-half story, bi-level, split level and tri-level dwelling shall contain a minimum total of 1800 square feet of finished living area, with no limitation as to minimum ground floor area.

(2) Every building erected on any unit shall have a minimum roof pitch of 5/12 (5" of rise for every 12" horizontal distance).

(3) The grade level of each unit shall be such as to blend into the adjacent unit and the grade level for all dwelling construction shall be such as to provide necessary drainage away from dwelling.

(4) No structure, including decks, porches, patios, fences, or buildings shall be closer than twenty-five (25) feet from the front unit (lake side) line, or fifteen (15) feet from the rear unit (street side) line.

(a) A single dock may be installed within the limited common area, extending into the lake, subject to approval by the developer or the successor Association, as to both its construction and location.

(b) No docks, lakeside decks, or other "in the water" structures shall be installed, erected or floated without the Developer, or Successor Association approval. This restriction is primarily to insure that no waterways become too restrictive or needlessly dangerous to boat and ski traffic of unit occupants in the water. Some units may require a dock or deck landing to be constructed on the bank horizontally or lengthwise with the shoreline rather than the usual dock which is perpendicular to the shoreline, which extends further into the lake water.

(c) The land situated between the shoreline and the front of each unit is a "limited common area". The use of this "limited common area" is limited to the Association and the Co-owner of the unit situated adjacent thereto, as measured perpendicularly from the lake. No other Co-owner may come upon such "limited common area" without having first obtained permission from the Co-owner whose "limited common area" would become affected by such entry.

(5) The side yard set backs shall be six (6) feet and the rear yard (street side) setback shall be fifteen (15) feet.

(6) Only an ornamental fence of metal, excluding chain link fencing, masonry, wood, or a growing hedge, of not more than a five (5) foot height, which is commensurate with the surrounding area, may be placed on an adjoining unit line, by mutual agreement of the affected co-owners, provided that the fences do not extend beyond the lakeside edge of the dwelling structure.

(7) No basement construction, temporary construction, garage, trailer, tent or mobile home shall be used as living quarters in