

whole or part at any time, and no trailers, motor coaches, house trailers, campers or similar vehicles shall be stored thereon.

(8) All dwelling shall be completed within one (1) year after the start of construction and no dwelling shall be occupied until it is fully completed, both inside and outside.

(9) No unlawful, noxious or offensive activities shall be carried on upon the parcels, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

(10) All dwellings shall be connected to municipal sewer and water, if and when they become available.

(11) No underground tanks, excluding those relating to the sanitary sewer system, shall be constructed within any unit.

(12) No animals, livestock, or poultry of any kind shall be raised on any unit, except that no more than one cat or one other household pet may be kept provided they are not kept, bred or maintained for commercial purposes. Dogs shall not be permitted to run at large at any time. Construction of dog pens or kennels will not be permitted.

(13) All dwellings shall have either a two car or a three car garage. No garage or any other building shall be erected on any parcel that does not conform in general appearance and architecture with the dwelling on any unit.

(14) No recreation vehicles, vans, campers, boats, carts, trailers of any kind, wagons or similar or related vehicles may be stored outside of any garage on any unit for a period exceeding 24 hours. Such restriction does not apply to the Developer.

(15) No sign shall be installed on any unit at any time except "for sale signs" when the co-owner of such unit is pursuing the sale of his/her unit. The developer shall be entitled to have development signs erected until the last vacant unit is sold.

(16) No towers, antennas or other structures, including satellite dishes shall be erected on any unit or dwelling. No trash burning shall be allowed on any unit.

(17) Driveways must be constructed in asphalt, concrete, brick, or crushed limestone.

(18) All construction undertaken on any dwelling must be under building permit issued by Hillsdale County Building Inspector, and shall meet all requirements thereof.

(19) No unit may be re-subdivided.

(20) No structure shall be moved onto any unit, if such has a steel frame construction or is a "titled" sectional manufactured mobile home.

(21) The repair and maintenance of the unit and the dwelling thereon, and the maintenance of the lawn and shrubs shall conform to the minimum rules hereafter established by the Association, and shall be performed by the co-owner, at his/her expense.

(22) No dwelling or any other structure shall be erected, placed or altered on any unit, until the building plans, specifications and site plan have been approved by the Developer, or his successor, for conformity and harmony of external design, alignment, and the location of the building with respect to set-back distances. If the Developer, or his/her successor, fail to approve or disapprove such plans and specifications within thirty (30) days after the plans have been submitted to him/her for approval, approval shall be presumed.

The authority to approve or disapprove said plans and specifications is reserved unto Developer or his successor, until after the first annual meeting of co-owners, at which time the then record owners of the majority of the units are subject to the covenants herein contained may designate in writing, duly recorded among the County Land Records, their authorized representative(s) who thereafter shall have all the powers, subject to the same limitations, as were previously delegated to the Developer.

Said representative(s) shall act without compensation. In the event no authorized representative had been designated, said Developer may continue to act and serve for successive periods of one (1) year, or may elect to designate a representative of the existing co-owners.

(23) No aluminum siding. No less than 33.33 percent (33.1/3%) of front (lawn side) exterior to be of brick, field stone or designer stone, with the balance of exterior to be of cedar or vinyl application. No geodesic domes, earth covered homes, or A-frames to be built on any site.

(24) No duplex, triplex, quadplex or larger multi-family dwelling shall be constructed. To the extent that a single-family residential appearance of the dwelling is maintained, it is permissible that a Co-owner may rent all or a portion of the dwelling to family or non-family members. Should the unit take on the appearance of a multi-family dwelling, the Developer or its Successor Association shall have the ability to prohibit such rental activity upon thirty (30) days notice to the Co-owner of the unit, either upon its sole discretion. If necessary to maintain the appearance of a single-family residential community, the Developer or Successor Association may seek injunctive relief which would limit the use of the dwelling and unit to single-family residential purposes.

(25) Units 13 through 23 are also subject to restrictions as found recorded in Liber 559, Page 692 of the Hillsdale County Records.

Invalidation of any one or more of these restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

These restrictions are to run with the land herein described and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time the covenants will be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then co-owners has been recorded agreeing to change said covenants in full or in part.

Enforcement of these restrictions shall be by proceedings at law or in equity by the Developer, the Condominium Association or any co-owner(s) of a unit, against any person(s) violating or attempting to violate any covenants or restrictions herein mentioned or any part thereof, either to restrain such violation(s) or to recover damages, or both.

FIFTEENTH: Except as provided in preceding paragraphs, the Condominium project shall not be terminated, nor shall any of the provisions of this Master Deed or Exhibits attached thereto, unless done in compliance with the following provisions:

(1) Prior to the first annual meeting of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct the survey or any error made in said documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any right of any co-owner in the project or impair the security of any mortgagee, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

(2) If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

(3) If there is a co-owner other than the Developer, then the

Condominium project shall be terminated only by the unanimous agreement of the Developer, unaffiliated co-owners of Condominium units to which all of the votes in the Association appertain and the mortgagees of all the mortgages covering the Condominium units.

(4) Agreement of all of the co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced in the Hillsdale County Records.

(5) Upon recordation of an instrument terminating a Condominium project, the property constituting the Condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successor or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Condominium unit.

(6) Upon recordation of an instrument terminating a Condominium project, any rights the co-owners may have the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

(7) The Condominium documents may be amended by the Developer, on behalf of itself and on behalf of the Association, for a proper purpose without the consent of co-owners, mortgagees and other interested parties, including changes deemed necessary to comply with the Act and the modification of sizes of unsold Condominium units, as long as the amendments do not materially alter or change the rights of the co-owners, mortgagees or other interested parties.

(8) The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the co-owner, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners of the individual Condominium units. A co-owner's Condominium unit dimensions or the nature or extent of any appurtenant limited common elements or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his/her consent and that of his/her mortgagee.

(9) A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory

Committee's decision, the costs of which are expenses of administration.

(10) A Master Deed amendment, including the consolidating Master Deed dealing with the addition, withdrawal or modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

(11) During the construction and sales period, paragraphs EIGHTH through this paragraph, shall not be amended, nor shall the provisions hereof be modified by any other amendment to the Master Deed, without the written consent of the Developer.

SIXTEENTH: 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, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Hillsdale County Register of Deeds.

WITNESSES:

DEVELOPER: BEAR POINT DEVELOPMENT CORPORATION

Dennis R. Klopfenstein
: Dennis R. Klopfenstein

Its: President

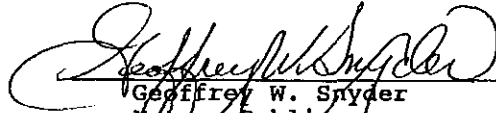
Geoffrey W. Snyder
Geoffrey W. Snyder

Cherie Ann Thompson
Cherie Ann Thompson

STATE OF MICHIGAN)
) ss
COUNTY OF JACKSON)

On this 9th day of SEPTEMBER, 1993, before me appeared Dennis R. Klopfenstein, acting in behalf of Bear Point Development Corporation, to me personally known, who affirms he represents the Developer named in and which executed the within instrument, and said, Dennis R. Klopfenstein acknowledged said instrument was executed as his free act and deed.

LIBER 690 PAGE 664



Geoffrey W. Snyder
Notary Public
Jackson County, Michigan
My Commission Expires: 7/17/95

This document was prepared by
and when recorded return to:

Geoffrey W. Snyder
Attorney at Law
4710 Pin Oak Trail
Jackson, Michigan 49201

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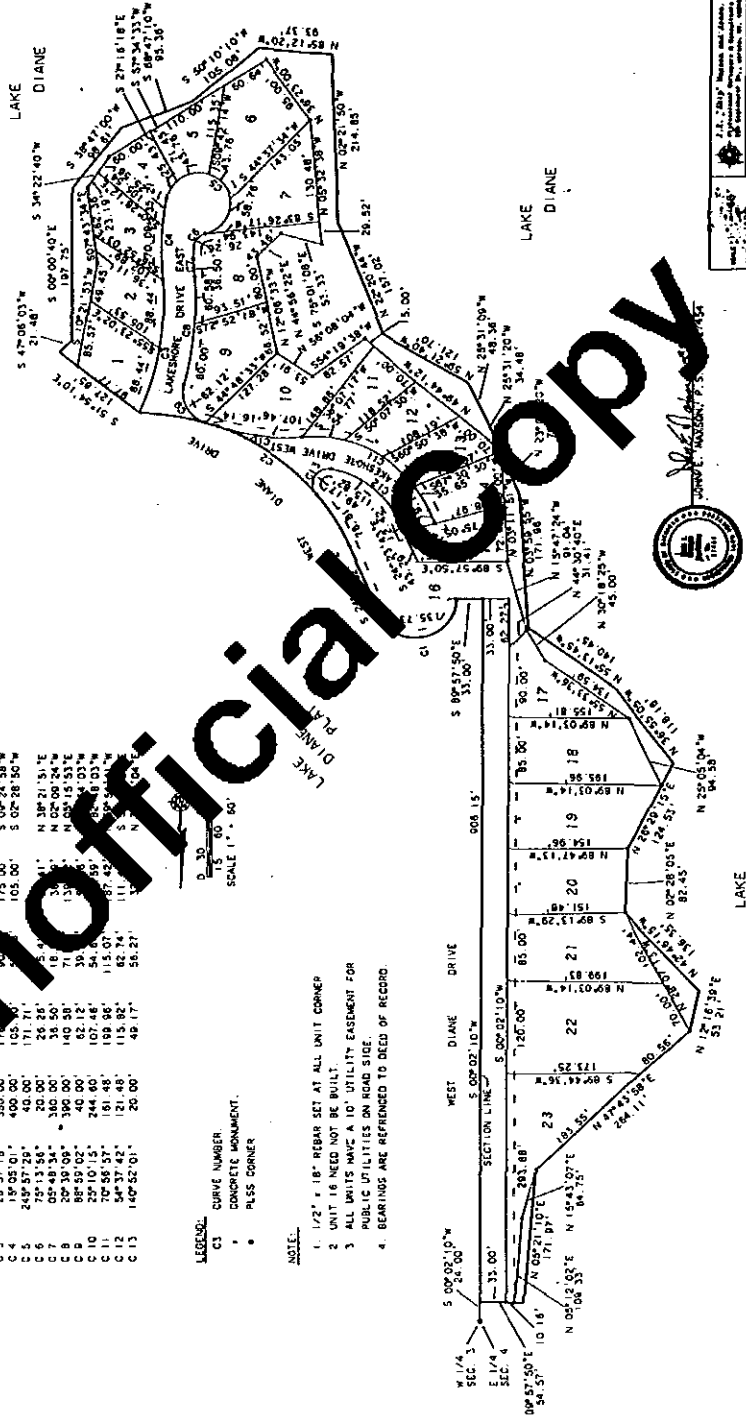
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CURVE	DELTA ANGLE	RADIUS	CHORD	CHORD BEARING	ARC LENGTH	CHORD BEARING
C 1	55°32'45"	50.00'	67.71'	S 77°08'17"E	107.71'	S 77°08'17"E
C 2	65°28'43"	291.00'	314.76'	S 05°24'38"W	175.00'	S 05°24'38"W
C 3	28°57'18"	350.00'	105.00'	S 02°28'30"W	105.00'	S 02°28'30"W
C 4	15°05'01"	400.00'	171.71'	N 82°21'31"E	171.71'	N 82°21'31"E
C 5	24°57'29"	40.00'	18.50'	N 03°15'53"E	18.50'	N 03°15'53"E
C 6	05°48'34"	350.00'	130.00'	N 03°15'53"E	130.00'	N 03°15'53"E
C 7	20°30'09"	300.00'	140.30'	N 03°15'53"E	140.30'	N 03°15'53"E
C 8	88°55'02"	40.00'	39.00'	N 03°15'53"E	39.00'	N 03°15'53"E
C 9	28°10'15"	244.00'	107.46'	N 03°15'53"E	107.46'	N 03°15'53"E
C 10	107°46'16"	107.46'	107.46'	N 03°15'53"E	107.46'	N 03°15'53"E
C 11	107°46'16"	107.46'	107.46'	N 03°15'53"E	107.46'	N 03°15'53"E
C 12	140°52'01"	20.00'	11.97'	N 03°15'53"E	11.97'	N 03°15'53"E
C 13	140°52'01"	20.00'	11.97'	N 03°15'53"E	11.97'	N 03°15'53"E

LEGEND:
 C1 CURVE NUMBER
 1 CONCRETE MONUMENT
 6 PILE CORNER

NOTE:

1. 1/2" x 18" REBAR SET AT ALL UNIT CORNER
2. UNIT 16 NEED NOT BE BUILT.
3. ALL UNITS HAVE A 10' UTILITY EASEMENT FOR PUBLIC UTILITIES ON ROAD SIDE.
4. BEARINGS ARE REFERENCED TO DEED OF RECORD.



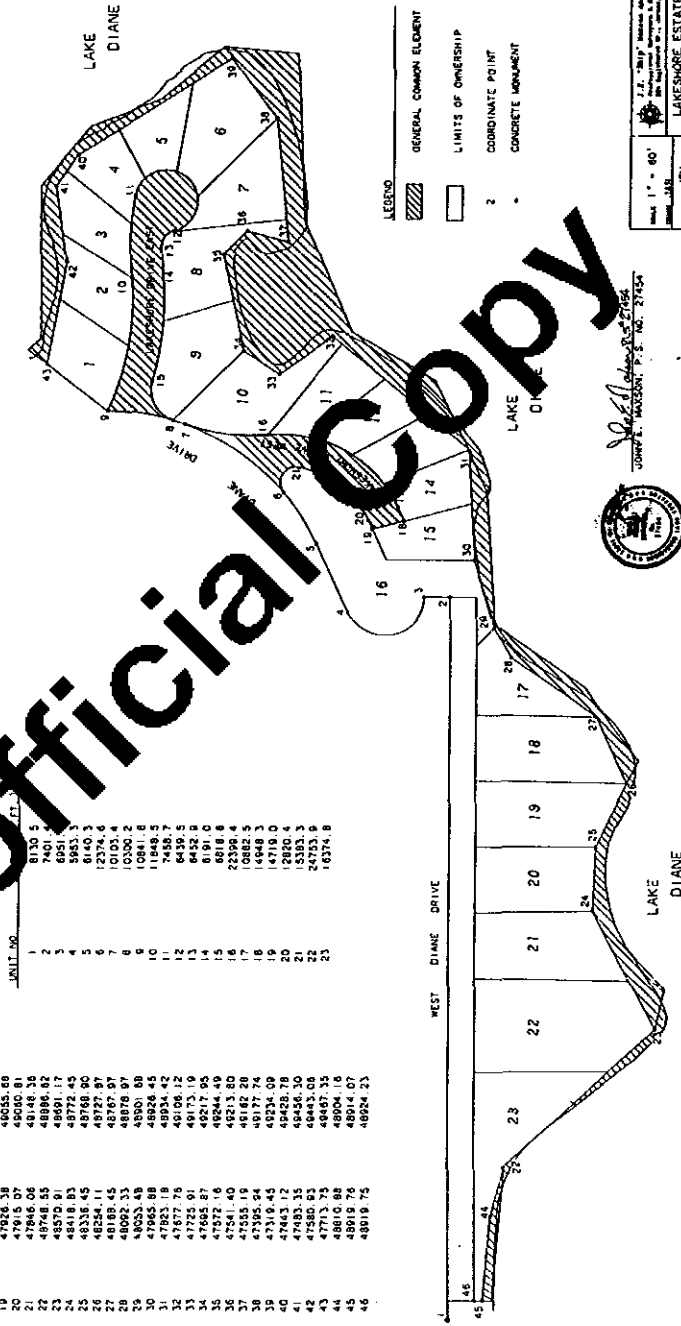
PART OF SW 1/4 SEC. 3 AND 1/4 SEC. 4 T28S-R3E W. 1/2 NE 1/4 SEC. 4 AMBROSE TWP. HILLSDALE CO. MICHIGAN.
 LAKE SHORE ESTATES
 SITE CONDOMINIUM
 BEAR POINT DEVELOPMENT



PROPOSED DATE: 10 SEPTEMBER 1993

15	35	.05
WIDTH VARIES		
FIRST FLOOR ELEV.		
BASE ELEVATION		

TYPICAL UNIT CROSS - SECTION
NOT TO SCALE



LEGEND
 GENERAL COMMON ELEMENT
 LIMITS OF OWNERSHIP
 COORDINATE POINT
 CONCRETE MONUMENT

PART OF SW 1/4
 SEC. 4 AND
 T8S-R3M. SEC. 4
 AMBRY TWP.
 LAKESHORE ESTATES
 SITE CONDOMINIUM
 BEAR POND DEVELOPMENT
 MICHIGAN

JOHN E. MOORE, P.E. NO. 27454



PROPOSED DATE: 10 SEPTEMBER 1983

POINT NUMBERS AND COORDINATES (IN FEET)

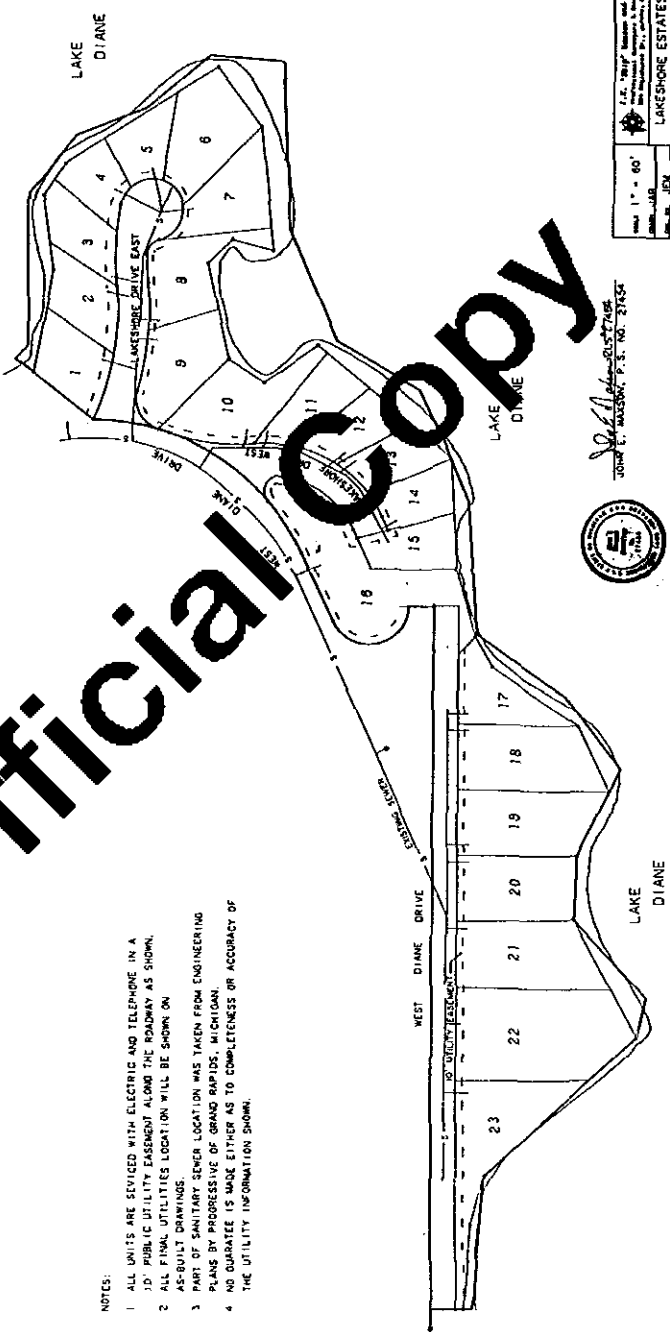
POINT	NORTHING	EASTING
1	48943.73	48957.24
2	48913.58	48955.86
3	48913.58	48989.66
4	49034.20	48985.18
5	49034.20	49057.49
6	47791.21	49022.32
7	47786.17	49027.65
8	47774.03	48980.38
9	47801.38	48981.76
10	47801.38	48981.76
11	47842.26	48928.13
12	47851.40	49323.29
13	47857.88	49321.91
14	47837.08	49334.74
15	47860.53	49388.68
16	47860.53	49388.68
17	47815.05	49018.49
18	47926.38	49035.80
19	47915.07	49040.81
20	47946.06	49148.35
21	47946.06	49148.35
22	48570.81	48672.45
23	48570.81	48672.45
24	48418.83	48772.45
25	48336.45	48768.90
26	48254.11	48727.87
27	48189.45	48767.97
28	48189.45	48767.97
29	48022.33	48926.86
30	47965.88	48926.45
31	47823.18	48934.42
32	47823.18	48934.42
33	47725.91	49173.19
34	47725.91	49173.19
35	47527.16	48944.49
36	47541.40	48213.40
37	47555.19	49182.20
38	47395.84	49177.74
39	47318.45	49234.09
40	47318.45	49234.09
41	47483.35	49446.30
42	47580.63	49445.08
43	47713.75	49467.35
44	48810.88	48904.18
45	48919.78	48914.07
46	48919.75	48924.23

Unofficial Copy



- LEGEND**
- CONCRETE MONUMENT
 - SANITARY SEWER
 - AIR RELEASE VALVE

- NOTES:**
- 1 ALL UNITS ARE SERVICED WITH ELECTRIC AND TELEPHONE IN A 10' PUBLIC UTILITY EASEMENT ALONG THE ROADWAY AS SHOWN.
 - 2 ALL FINAL UTILITIES LOCATION WILL BE SHOWN ON AS-BUILT DRAWINGS.
 - 3 PART OF SANITARY SEWER LOCATION WAS TAKEN FROM ENGINEERING PLANS BY PROGRESSIVE OF GRAND RAPIDS, MICHIGAN.
 - 4 NO GUARANTEE IS MADE EITHER AS TO COMPLETENESS OR ACCURACY OF THE UTILITY INFORMATION SHOWN.



SCALE	1" = 60'
DATE	JULY 1993
PROJECT	LAKESHORE ESTATES
CLIENT	SITE CONDOMINIUM
LOCATION	HILLSDALE CO. MICHIGAN



JOHN L. WESSLING, P.E. NO. 27452

PROPOSED DATE: 10 SEPTEMBER 1993

PART OF SH1/4
SEC. 3 AND
25-34-36-37-38
T34N-R3E-4
AMROY TWP.
HILLSDALE CO.
MICHIGAN

EXHIBIT A
LAKESHORE SITE CONDOMINIUM
BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

LAKESHORE ESTATES SITE CONDOMINIUM, a residential condominium project located in the Township of Amboy, Hilldale County, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the condominium documents and the laws of the State of Michigan. These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of the Condominium Act. Each co-owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his/her unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium documents for the condominium project available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees of units in the condominium project. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium documents.

ARTICLES II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium documents and the Act shall be levied by the Association against the units and the co-owners thereof in accordance with following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability

arising within, caused by, or connected with the common elements or the administration of the Condominium project shall constitute expenditures affecting the administration of the project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Condominium project shall constitute receipts affecting the administration of the Condominium project within the meaning of Section 54 (4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Board of Directors should carefully analyze the Condominium project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without co-owner approval. If it is determined by the Board that expenses for maintenance, repairs and replacement of common elements are minimal, a cumulative balance of \$2,000 may be maintained in the budget and funding by regular monthly payments, as set forth in Section 3, may be suspended. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each co-owner shall not affect or in any way diminish the liability of any co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding \$2,000

annually for the entire Condominium project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding \$2,000 per year for the entire Condominium project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof; (3) assessments for the purchase of a unit in the Condominium project pursuant to Article VI, Section 1, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default.

Unless otherwise provided herein or in the Master Deed, all assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in paragraph FIFTH of the Master Deed, without increases or decreases for the existence of any rights to use of limited as limited as determined in accordance with Article II, Section 2 (a)