

STATE OF MICHIGAN
BENZIE COUNTY
RECORDED

11 JUL 94 9:28 A.M.

MASTER DEED

For

MICHELLE R. GRAY
REGISTER OF DEEDS

SHORTER LAKE WOODS LIBER 285 PAGE 960

MASTER DEED, Made this 8th day of July,
1994, by SHORTER LAKE DEVELOPMENT, L.L.C., a Michigan limited
liability company, of 9445 North Lake Ann Road, Traverse City,
Michigan 49684 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of lands herein
described and desires to establish the same together with the
appurtenances thereto as a condominium project under the provisions
of Act 59 of the Public Acts of 1978, as amended, by recording this
Master Deed together with the condominium bylaws attached hereto as
Exhibit "A" and the condominium subdivision plans attached hereto
as Exhibit "B", both of which are incorporated herein by reference
and made a part hereof.

NOW, THEREFORE, the Developer does hereby establish
SHORTER LAKE WOODS by recording of this Master Deed as a
condominium project and does declare that SHORTER LAKE WOODS,
hereinafter referred to as the Condominium, shall be henceforth
held, conveyed, encumbered, leased, occupied, improved and in any
other manner utilized, subject to the provisions of said Act and to
the covenants, conditions, restrictions, uses, limits and
affirmative obligations set forth in this Master Deed and Exhibits

"A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I.

TITLE AND NATURE

The Condominium project shall be known as SHORTER LAKE WOODS, Benzie County Condominium Subdivision Plan No. 25. The condominium project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The Bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

The land on which the condominium project is located and which is established by this Master Deed is situated in the Township of Almira, County of Benzie and State of Michigan, and described as follows, viz:

That part of the Southwest 1/4 of Section 1, Township 27 North, Range 13 West, Almira Township, Benzie County, Michigan, more fully described as:

Commencing at the Southwest corner of said Section 1; thence South $89^{\circ}49'35''$ East, along the South line of said Section; 825.00 feet to the Point of Beginning; thence continuing South $89^{\circ}49'35''$ East, along said Section line, 812.66 feet; thence North $01^{\circ}19'46''$ East, 1323.38 feet; thence South $89^{\circ}57'16''$ East, 88.03 feet; thence North $44^{\circ}44'05''$ East, 390.14 feet; thence North $62^{\circ}56'55''$ West,

198.39 feet; thence 48.95 feet on the arc of a 90.00 foot radius curve to the left (long chord = North 14°16'13" West, 48.35 feet); thence North 38°38'17" East, 153.77 feet; thence North 74°02'56" West, 446.07 feet; thence North 89°49'35" West, 633.34 feet; thence South 01°28'50" West, 1980.00 feet to the Point of Beginning.

Containing 39.66 acres of land.

Subject to easements, right-of-ways, reservations and restrictions of record.

Also subject to right-of-way for Cedar Run Road, a county road, over the Southerly 33.00 feet thereof.

Further subject to and together with an easement for ingress, egress and the installation and maintenance of public and private utilities over the proposed dedicated county road, to be known as Shorter Lake Road, being described as: that part of the Southwest 1/4 of Section 1, Township 27 North, Range 13 West, Almira Township, Benzie County, Michigan, more fully described as:

Commencing at the Southwest corner of said Section 1; thence South 89°49'35" East, along the South line of said Section, 1637.66 feet; thence North 01°19'46" East, 33.01 feet to the Northerly right-of-way line of Cedar Run Road; thence North 89°49'35" West, along said line, 134.42 feet to the Point of Beginning; thence 47.73 feet on the arc of a 30.00 foot radius curve to the right (long chord = North 44°14'54" West, 42.85 feet); thence North 01°19'46" East, 1091.30 feet; thence 304.09 feet on the arc of a 467.00 foot radius curve to the right (long chord = North 19°59'02" East, 298.75 feet); thence North 38°38'17" East, 170.60 feet; thence 73.66 feet on the arc of a 90.00 foot radius curve to the right (long chord = North 62°05'08" East, 71.62 feet); thence 181.25 feet on the arc of a 90.00 foot radius curve to the left (long chord = North 27°50'27" East, 152.13 feet); thence North 38°38'17" East, 153.77 feet; thence North 74°02'56" West, 71.53 feet;

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thence South $38^{\circ}38'17''$ West, 126.18 feet; thence 181.25 feet on the arc of a 90.00 foot radius curve to the left (long chord = South $49^{\circ}26'07''$ West, 152.13 feet); thence 73.66 feet on the arc of a 90.00 foot radius curve to the right (long chord = South $15^{\circ}11'25''$ West, 71.62 feet; thence South $38^{\circ}38'17''$ West, 170.60 feet; thence 347.07 feet on the arc of a 533.00 foot radius curve to the left (long chord = South $19^{\circ}59'02''$ West, 340.97 feet); thence South $01^{\circ}19'46''$ West, 1093.85 feet; thence 46.52 feet on the arc of a 90.00 foot radius curve to the right (long chord = South $45^{\circ}45'06''$ West, 42.00 feet) to the said Northerly right-of-way line of Cedar Run Road; thence South $89^{\circ}49'35''$ East, along said line, 126.03 feet to the Point of Beginning.

Further subject to and together with an easement for ingress, egress and the installation and maintenance of public and private utilities over the proposed dedicated county road, to be known as Evergreen Drive, being described as: that part of the Southwest 1/4 of Section 1, Township 27 North, Range 13 West, Almira Township, Benzie County, Michigan, more fully described as:

Commencing at the Southwest corner of said Section 1; thence South $89^{\circ}49'35''$ East, along the South line of said section, 825.00 feet; thence North $01^{\circ}28'50''$ East, 33.01 feet to the Northerly right-of-way of Cedar Run Road; thence South $89^{\circ}49'35''$ East, along said line, 135.72 feet to the Point of Beginning; thence continuing South $89^{\circ}49'35''$ East, along said line, 126.03 feet; thence 47.81 feet on the arc of a 30.00 foot radius curve to the right (long chord = North $44^{\circ}10'22''$ West, 42.91 feet); thence North $01^{\circ}28'50''$ East, 1299.91 feet; thence 547.05 feet on the arc of a 250.00 foot radius curve to the right (long chord = North $64^{\circ}10'06''$ East, 444.26 feet); thence South $53^{\circ}08'39''$ East, 65.87 feet; thence 47.01 feet on the arc of a 30.02 foot radius curve to the right (long chord - South $08^{\circ}16'38''$ East, 42.35 feet); thence North $38^{\circ}38'17''$ East, 125.01 feet; thence 46.19 feet on the arc of a 30.00 foot radius curve to the right (long chord = South $82^{\circ}44'49''$ West,

41.76 feet); thence North 53°08'39" West, 69.79 feet; thence 691.47 feet on the arc of a 316.00 foot radius curve to the left (long chord = South 64°10'06" West, 561.54 feet); thence South 01°28'50" West, 1302.79 feet; thence 46.44 feet on the arc of a 30.00 foot radius curve to the right (long chord = South 45°49'38" West, 41.94 feet) to the Point of Beginning.

THE ABOVE-DESCRIBED PREMISES ARE CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS STATED HEREINAFTER IN ARTICLE VIII.

III.

DEFINITIONS

The following terms, whenever utilized in this Master Deed, Condominium Bylaws, Articles of Incorporation, Bylaws of Association of Co-Owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed, and in any other document or instrument without limitation shall be defined as follows, viz:

- A. The Act means the Michigan Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.
- B. Association shall mean the person designated in the condominium documents to administer the Condominium Project.
- C. Condominium Bylaws means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by the Act to be recorded as part of the Master Deed.
- D. Lot or Unit shall each mean the space within the boundaries of a single unit in the Condominium as such area and

space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

E. Condominium Documents wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

F. Condominium Project, Condominium or Project means SHORTER LAKE WOODS as a Condominium Project established in conformity with the provisions of the Act.

G. Condominium Subdivision Plan means Exhibit "B" hereto.

H. 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. A land contract vendee of a unit in this project shall be the Co-Owner for all purposes relating to the project. The term "owner", wherever used, shall be synonymous with the term "co-owner".

I. Condominium Premises means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described in Article II above.

J. Common Elements where used without modification shall mean both the general and limited common elements described in Article IV hereof.

K. Percentage of Value. The percentage assigned to each individual condominium unit in the condominium Master Deed.

L. Developer. SHORTER LAKE DEVELOPMENT, L.L.C., a Michigan limited liability company.

M. Architectural Control Committee shall mean the committee appointed in accordance with the provisions of Article VI, Sections (1) through (6) of the Condominium Bylaws.

N. Improvement shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any unit.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate.

IV.

COMMON ELEMENTS

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

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

A. The general common elements are:

1. The land described in Article II hereof, including the recreational areas and pathways, and the roadways and access easements, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.

2. Such other elements of the project not herein designated as general or limited common elements which are not within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association.

C. There are no limited common elements in the Condominium Project as shown on Exhibit "B" attached hereto.

D. Any maintenance, repair or replacement (the cost of which is to be borne by the Co-Owner or Co-Owners) may be performed by or under the direction of the Association and the cost may be assessed against the responsible Co-Owner or Co-Owners as provided in the Condominium Bylaws.

E. 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.

V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the project is described in this paragraph with reference to the Subdivision and Site Plan of the project attached hereto as Exhibit "B". Each unit shall include all that area and space contained within the boundary for each unit as shown on Exhibit "B" hereto.

B. The percentage of value assigned to each unit is set forth in Subparagraph D below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective Co-Owner in the expenses and proceeds of administration of the Association and in the common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the Association. The total value of the project is one hundred (100%) percent. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded.

C. The determination of the percentage of value which should be assigned was made after reviewing the comparative characteristics of each unit in the project and concluding that location, size, value and allocable expenses of maintenance were the proper determining factors to be considered.

D. Each unit shall be assigned an equal percentage of value.

VI.

EASEMENTS

There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls in favor of the Association located within any lot for the continuing maintenance and repair of all utilities in the Condominium.

VII.

EASEMENTS RETAINED BY DEVELOPER

The Developer reserves for the benefits of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium Premises. The Developer reserves to itself, its

successors and assigns, the right to terminate and revoke any utility easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate instrument of termination.

VIII.

RESTRICTIVE COVENANTS

The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and which restrictions, notwithstanding Article IX hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

IX.

AMENDMENT

A. The Condominium Documents may be amended for a proper purpose, without consent of Co-Owners, mortgagees and other interested parties, as long as the amendments do not materially

alter or change the rights of the Co-Owners, mortgagees, or other interested parties.

B. The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-Owners, mortgagees or other interested parties with the approval of two-thirds of the votes of the Co-Owners. A Co-Owner's unit dimensions may not be modified without his consent. Co-Owners and mortgagees of record shall be notified of proposed amendments.

C. 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.

D. A Master Deed amendment dealing with the addition or modification of units or the physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original condominium.