### MASTER DEED

NORTHWOOD LAKE CONDOMINIUM

This Master Deed is made and executed on this day of November, 1986, by Herron Development, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 4861 Spruce Drive, Cass City, Michigan 48726, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

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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 herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Northwood Lake Condominium as a Condominium Project
under the Act and does declare that Northwood Lake Condominium
(hereinafter referred to as the "Condominium", "Project" 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, 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 Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the
Condominium Project, it is provided as follows:

### ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Northwood Lake Condominium, Tuscola County Condominium Subdivision Plan No.3. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his 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 the Master Deed.

### ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

A Parcel in the Northwest quarter of Section 28, T. 14 N.,

R. 11 E., Village of Cass City, Tuscola County, Michigan described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E. 1,321.82 feet along the North-South quarter line to the point of beginning of this description; thence S. 00° 14' 19" E. 842.22 feet along the quarter line, also being the West line of "Northwood Village and Estates No. 1" Subdivision; thence N. 89° 53' 06" W. 66.00 feet; thence S. 74° 37' 35" W. 120.00 feet; thence N. 66.00 feet; thence N. 33° 21' 41" W. 292.70 feet; thence N. 51° feet; thence N. 33° 21' 41" W. 292.70 feet; thence N. 51° beginning. 19.34 6.35 111 1511

Subject to all easements and restrictions of record and all governmental limitations.

### ARTICLE III

### DEFINITIONS

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 Exhibits A and B nereto, but are or may be used in validus other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Northwood Lake Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easemants affecting the establishment of, or ments and other instruments affecting the establishment of, or transfer of, interests in Northwood Lake Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as

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

Lake Condominium Association, which is the non-profit corporation Association. 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 laws of the State of Michigan.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights 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 provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Northwood Lake Condominium as des-

Section 7. Condominium Project, Condominium or Project.
"Condominium Project", "Condominium" or "Project" means
Northwood Lake Condominium, a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Northwood Lake Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period" means 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 or for so long as the Developer continues to construct or proposes to construct additional Units.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Herron Development Inc., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. "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 properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "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 exceeds the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Northwood Lake Condominium, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one 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 and vice versa.

### ARTICLE 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:

Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof, including roads and walks not identified as Limited Common Elements.
- (b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (d) Gas. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (e) Water. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (h) Construction. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.
- (i) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) Deck Areas. Each individual deck area in the Project is restricted in use to the Co-owner of the Unit which opens into such deck area as shown on Exhibit B hereto.
- (b) Porches. Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

- (c) Driveways. Certain driveway spaces are apprutenant to certain Units as Limited Common Elements as designated on the site plan of Exhibit B attached hereto with numbers which correspond to the Unit to which such driveway spaces respectively appretain.
- (d) Air-Conditioner Compressors. Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.
- (e) Interior Surfaces. The interior surfaces of Unit perimeter walls, ceiling and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
- (f) Windows and Doors. Windows and doors shall be appurtenant as Limited Common Elements to the Units which they service.
- Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:
  - (a) Air-Conditioner Compressors. The costs of maintenance, repair and replacement of each air-conditioner compressor referred to in Section 2(d) above shall be borne by the Co-owner of the Unit to which such air-conditioner compressor is appurtenent.
  - (b) Windows and Doors. The costs of maintenance, repair and replacement of all windows and doors referred to in Section 2(f) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.
  - (c) Interior Maintenance. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of all surfaces referred to in Section 2(e) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.
  - (d) Deck Areas. The costs of maintenance, repair and replacement of each deck area referred to in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit to which it relates.
  - (e) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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.

### ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Northwood Lake Condominium as prepared by Boldt, McLeod and Johnson, Inc., and attached hereto as Exhibit B. The architectural plans and specifications are on file with the Village of Cass City. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with

respect to the upper floors of Units, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit B have been or will be physically measured by Boldt, McLeod and Johnson, Inc.

Section 2. Percentage of Value. The percentage of value for each Unit is set forth below. The percentages of value were computed on the basis of the relative, approximate areas of the Units (excluding basements), disregarding insubstantial differences in size and with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

- (a) Each Unit as it appears on the Condominium Subdivision Plan.
  - (b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1	8-1/3%
2	8-1/3%
3	8-1/3%
4	8-1/3%
5	8-1/3%
6	8-1/3%
7	8-1/3%
8	8-1/3%
9	8-1/3%
10	8-1/3%
11	8-1/3%
12	8-1/3%
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Section 3. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as described in the original Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, may be modified, in any manner by Developer, in Developer's sole discretion by Amendment to this Master Deed effected solely by the Developer without the consent of any other person. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of Value for the Project. 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 to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

### ARTICLE VI

### EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of

Northwood Lake Condominium and consisting of 12 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of approximately 150 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A Parcel in the Northwest quarter of Section 28, T. 14 N., R. 11 E., Village of Cass City, Tuscola County, Michigan, described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E. 1321.82 feet to the point of beginning; thence S. 00° 14' 19" E. 842.22 feet along the West line of "Northwood Village and Estates No. 1" Subdivision; thence N. 89° 53' 06" W. 66.0 feet; thence S. 74° 37' 35" W. 120.00 feet; thence N. 81° 27' 36" W. 218.72 feet; thence S. 78° 39' 32" W. 270.00 feet; thence N. 77° 58' 50" W. 431.00 feet; thence N. 85° 04' 12" W. to the East right of way line of an abondoned railroad right of way; thence Northwesterly along said railroad right of way; thence Northwesterly along said railroad right of way to the North one-eighth line; thence S. 89° 35' 55" E. along said North one-eighth line to the point of beginning, except a parcel described as: A Parcel in the Northwest quarter of Section 28, T. 14 N, R. 11 E., Village of Cass City, Tuscola County, Michigan described as: Beginning at the North quarter corner of section 28; thence S. 00° 14' 19" E. 1,321.82 feet along the North-South quarter line to the point of beginning of this description; thence S. 00° 14' 19" E. 842.22 feet along the quarter line, also being the West line of "Northwood Village and Estates No. 1" Subdivision; thence N. 89° 53' 06" W. 66.00 feet, thence S. 74° 37' 35" W. 120.00 feet; thence N. 01° 00' 58" E. 216.70 feet; thence N. 19° 03' 29" W. 117.68 feet; thence N. 33° 21' 41" W. 292.70 feet; thence N. 51° 06' 14" E. 480.22 feet to the quarter line and the point of beginning.

(hereinafter referred to as "area of future development")

Section 2. Increase in Number of Units. Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by Village of Cass City.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project or projects) or any other form of development. There are no restrictions on the election of the Developer 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 Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages 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 or

362.78 feet to the point of beginning.

### Parcel B

A Parcel in the Northwest quarter of Section 28, T. 14 N., R. 11 E., Village of Cass City, Tuscola County, Michigan, described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E. 1,899.82 feet to the point of beginning; thence S. 00° 14' 19" E. 151.00 feet; thence S. 89° 45' 41" W. 110.00 feet; thence N. 00° 14' 19" W. 151.00 feet; thence N. 89° 45' 41" E. 110.00 feet to the point of beginning.

### Parcel C

A Parcel in the Northwest quarter of Section 28, T. 14 N., R. 11 E., Village of Cass City, Tuscola County, Michigan, described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E. 1,786.82 feet to the point of beginning; thence S. 00° 14' 19" E. 113.00 feet; thence S. 89° 45' 41" W. 110.00 feet; thence N. 00° 14' 19" W. 113.00 feet; thence N. 89° 45' 41" E. 110.00 feet to the point of beginning.

### Parcel D

A Parcel in the Northwest quarter of Section 28, T. 14 N., R. 11 E., Village of Cass City, Tuscola County, Michigan, described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E. 1321.82 feet to the point of beginning; thence S. 00° 14' 19" E. 423.00 feet; thence N. 63° 19' 03" W. 167.78 feet; thence N. 23° 04' 49" E. 377.91 feet to the point of beginning.

### Parcel E

A Parcel in the Northwest quarter of Section 28, T. 14 N., R. 11 E., Village of Cass City, Tuscola County, Michigan, described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E. 1321.82 feet to the point of beginning; thence S. 23° 04' 49" W. 377.91 feet; thence N. 63° 19' 03" W. 195.00 feet; thence N. 51° 06' 14" E. 414.22 feet to the point of beginning.

(hereinafter called "contractable phases").

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the opinion of the Developer, from time to time, within a period ending no later 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 4. There is no obligation on the part of the Developer to withdraw form the Condominium Project any of the contractable phases described in this Article VII nor is there any obligation to withdraw contractable phases in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended) as such contractable phase (or phases) is (or are) described above. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Any land withdrawn from the Condominium Project pursuant to this Article VII shall be automatically added to the area of future development described in Article VI, Section 1, hereof.

Section 3. Right to Modify Floor Plans. Developer further reserves the right to amend and alter the locations, floor plans

and/or elevations of any buildings and/or Units described in Exhibit B attached hereto which are not yet constructed. The locations, nature and appearance of all such altered buildings and/or Units shall be determined by Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Village of Cass City.

Section 4. Creation of Easements. In the event of any such contraction the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II, or any portion thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress or egress to and from all or any portion of the Condominium project as so contracted. Likewise, to the extent that any General Commons Elements are withdrawn from the Condominium, the Developer shall cause any necessary, non-exclusive easements to be created over such withdrawn General Common Elements for the benefit of the Units which remain in the Condominium Project.

Section 5. Amendment of Master Deed. Such contraction in size of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages 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 amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 6. Redefiniton of Common Elements. Such amendments 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, serve and provide access to the Units in the Condominium Project as so contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways and sidewalks located in the Project.

Section 7. Consent of Interested Parties. All of the Coowners 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
amendments to this Master Deed as may be proposed by Developer to
effectuate the foregoing and to any proportions reallocation of
percentages of value of Units which Developer may determine
necessary in conjunction with such amendments. All such
interested persons irrevocably appoint Developer as agent and
attorney for the purpose of execution of such amendments to the
Master Deed and all other documents necessary to effectuate the
foregoing. Such amendments may be effected without the necessity
of rerecording the entire Master Deed or the Exhibits hereto and
may incorporate by reference all or any pertinent portions of
this Master Deed and the Exhibits hereto.

### ARTICLE VIII

### CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The surface of

the lands immediately adjacent to each Unit in the Project extending up to approximately 30 feet from the structure are Convertible Areas within which the individual Units may be expanded in size and within which the Limited Common Elements appurtenant to such Units may be constructed and/or relocated.

Section 2. Developer's Rights. Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to expand the size of individual Units and construct and/or relocate Limited Common Elements within the Convertible Areas.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. Amendment of Master Deed. Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

### ARTICLE IX

### EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

### Section 2. Easements Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utililization, tapping, tying-in, extension or enlargement.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-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 Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements 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.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Dedication of Roadways. The Developer further reserves the right at any time prior to the expiration of the Construction and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Northwood Lake Condominium shown as General Common Elements on Exhibit B. Any such right-of-way dedication 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 thereto, recorded in the Tusclos 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 to effectuate the foregoing right-of-way dedication.

### ARTICLE X

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. Co-owner Consent. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. By Developer. Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such 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 rights of any Co-owners or mortgagees in the Project, 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 or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article V, Article VI and Article VII hereof.

Section 4. Mortgagee Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandon-ment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. Developer Approval. Article V, Section 3, Article VI, Article VII, Article VIII, Article IX and this Article X shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of Units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

### ASSIGNMENT

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 it 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 Tuscola County Register of Deeds.

WITNESSES:

Paul A. Ransford

HERRON DEVELOPMENT, INC., a Michigan corporation

By: Jomes E Herron Thomas E. Herron, President

STATE OF MICHIGAN)

COUNTY OF

On this \_\_2nd day of \_\_November\_\_\_\_\_\_, 19\_86 the fore-going Master Deed was acknowledged before me by Thomas E. Herron, the President of Herron Development, Inc., a Michigan corporation, on behalf of the corporation.

Notary Public, <u>Tuscola</u> County,

Michigan

My Commission Expires: April 30, 1989

Master Deed drafted by:

Mark J. Abdo ABDO & ABDO 21044 Kelly Road East Detroit, Michigan 48021

When recorded, return to drafter

SUBDIVISION PLAN NO. EXHIBIT "B" TO THE MASTER DEED OF NORTHWOOD TUSCOLA COUNTY LAKE CONDOMINIUM CONDOMINIUM

THE CONDOMINIUM SUSPIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SECURACE NEW A MUSTES HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE THILE AND THE SURVEYOR'S CENTIFICATE ON SHEET 2.

ATTENTION COUNTY REGISTRAP OF DEEDS

DEVELOPER:

HERRON BUILDERS INC. 4861 SPRUCE CASS CITY, MICHIGAN 48726

SURVEYOR

VILLAGE OF CASS CITY, TUSCOLA COUNTY, MICHIGAN

BOLDT, McLEOD & JOHNSON INC. CONSULTING ENGINEERS & LAND SURVEYORS 1904 POPLAR STREET PORT HURON, MICHIGAN 48060

1. COVER SHEET
2. SHRVEY PLAN
3. STIE FLAN
4. UTILLITY PLAN
5. FHRST FLOOR PLAN, DASCIZENT PLAN
5. ELBST FLOOR PLAN, DASCIZENT PLAN
6. SECTION

PROPOSED SEPT, 1986

A PARCEL IN THE KIRTHMEST CHARTER OF SECTION 22, TIW, RITE, VILLAGE OF CASS CITY, TUSCOLA COURTY, MICHIGAN BESCRIEDS AS: EEGIMING AT THE MORTH CHARTER CORRER OF SECTION 28, THENCE SCO<sup>2</sup>14/19F 1, 272,122, EF ET ALONG THE MORTHS—SOUTH OWARTER LINE TO THE POINT OF BECIMING OF THIS DESCRIPTION; THENCE SOO<sup>2</sup>14/19F 242,22 FEFT ALONG THE GUARTER LINE, ALSO BEING THE REST LINE OF "KORTHMOOD VILLAGE AND SETATES HALT" SIRDIVISION; THENCE MS<sup>9</sup>23'06FW 66,00 FEET; THENCE MS<sup>9</sup>23'25FW 120.00 FEET; THENCE MS<sup>9</sup>23'05FW 222,700 FEET; THENCE MS<sup>9</sup>03'25FW 120.25 FEET TO THE GUARTER LINE AND THE POINT OF BEGINNING, CONTAINING 4,756 ACRES.

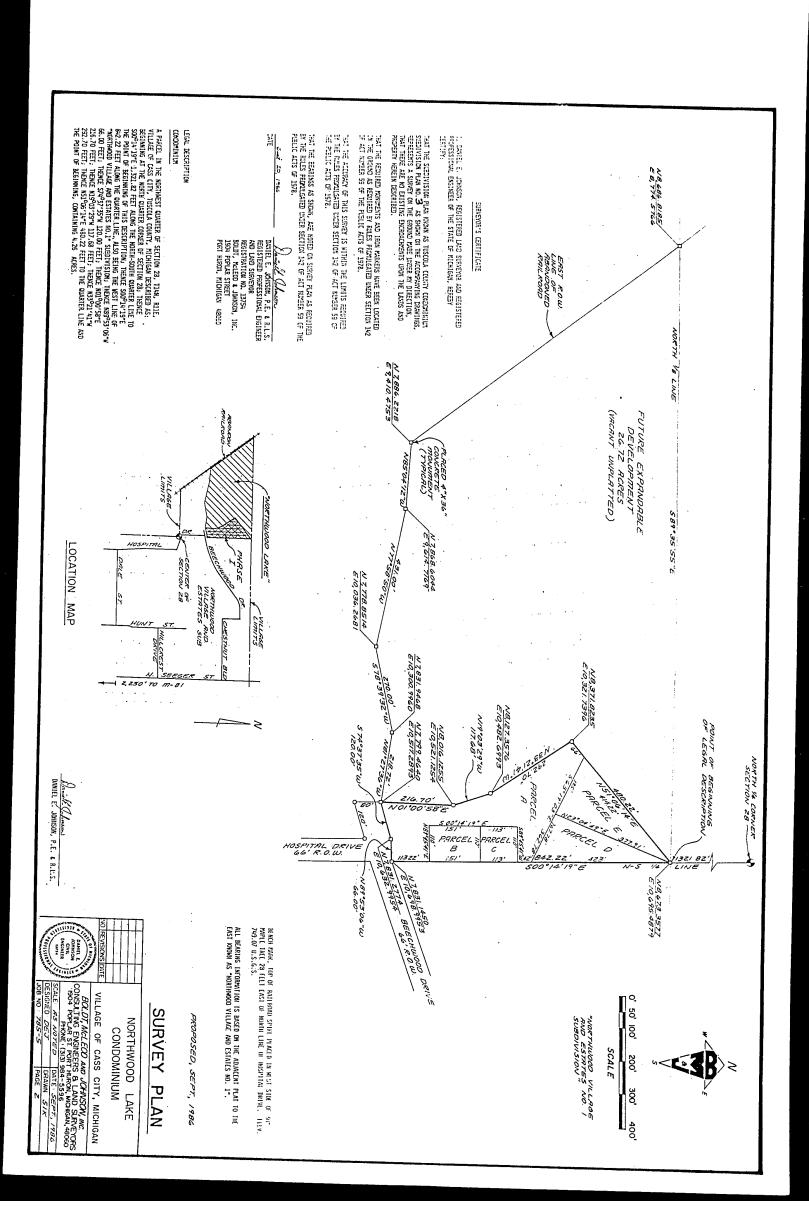
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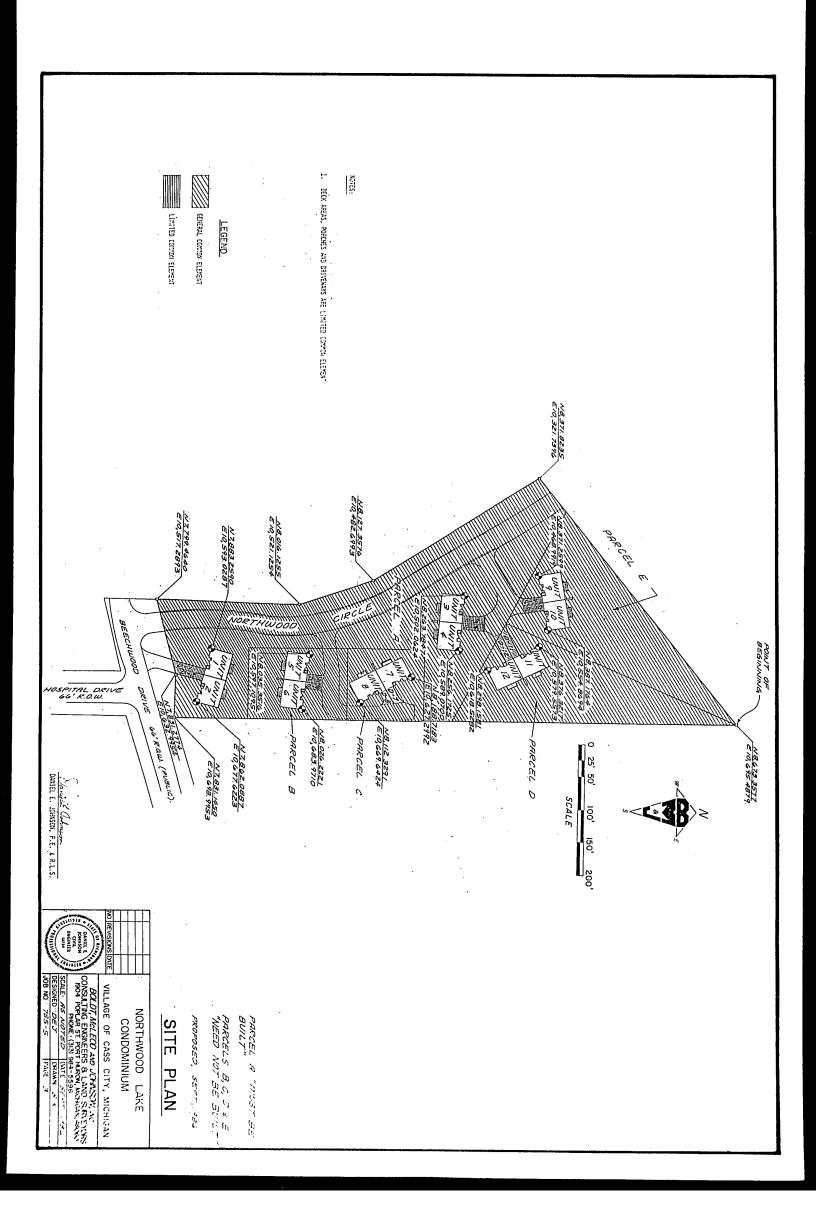
# COVER SHEET

VILLAGE OF CASS CITY, MICHIGAN NORTHWOOD LAKE CONDOMINIUM

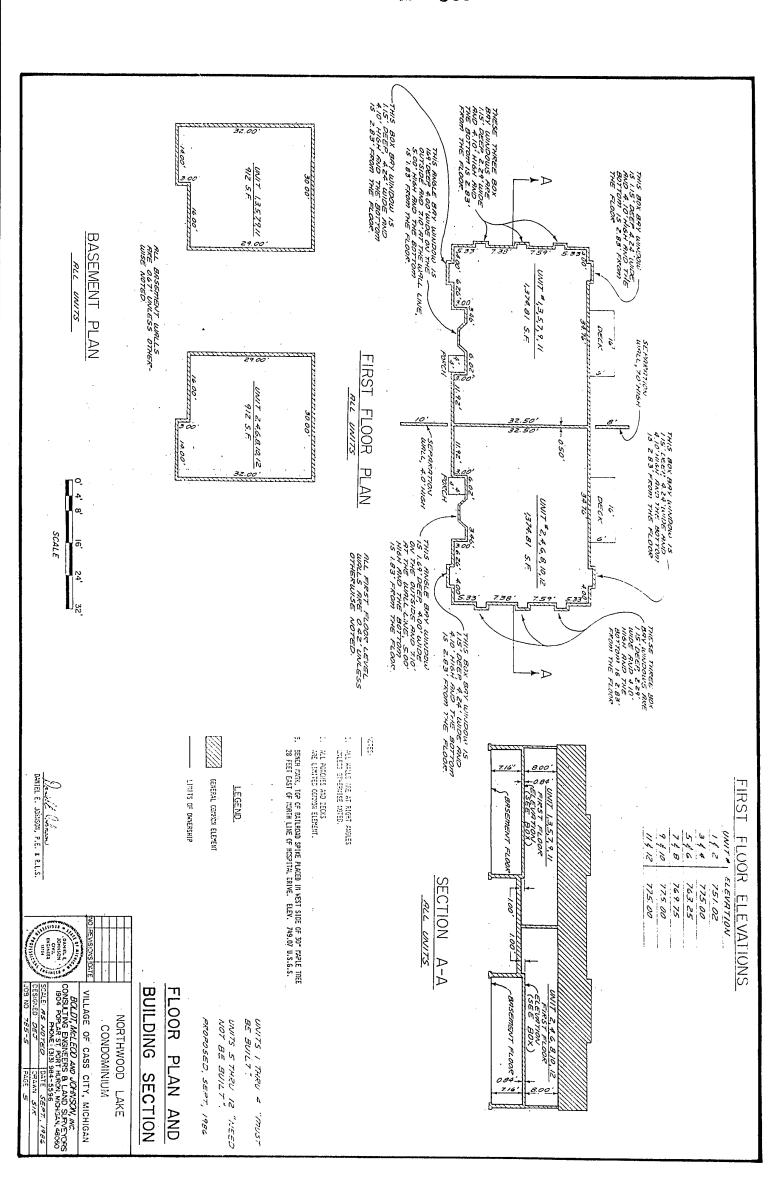
DANIEL E. JOHNSON, P.E. & R.L.S. Variet Oshow

BOLDT, McLEOD AND JOHNSON, INC.
CONSULTING SAGNEERS B. LAND SLEVEYORS
BOA POPLAR ST. FORT HURON, MICHGAN, 48000
PHONE: (31) 9844-5595
| PATE: SECT., 1936





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### FIRST AMENDMENT TO MASTER DEED OF NORTHWOOD LAKE CONDOMINIUM

Herron Development, Inc., a Michigan corporation, whose address is 4805 Hospital Drive, Cass City, Michigan 48726, being the Developer of Northwood Lake Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 7, 1986, in Liber 565, Pages 835 through 879, Tuscola County Records, and known as Tuscola County Condominium Subdivision Plan No. 3, hereby amends the Master Deed of Northwood Lake Condominium pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 12 Units to 24 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 2(b) of said Master Deed. Upon recordation in the Office of the Tuscola County Register of Deeds of this Amendment, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to Article II of the Master Deed of Northwood Lake Condominium by this Amendment:

A parcel in the Northwest quarter of Section 28, Town 14 North, Range 11 East, Village of Cass City, Tuscola County, Michigan, Described as: Beginning at the North quarter corner of Section 28, Town 14 North, Range 11 East; Thence South 00° 14' 19" East, 1321.82 feet along the North-South Quarter Line; Thence South 51° 06' 14" West 480.22 feet to the point of beginning of this description: Thence South 33° 21' 41" East 214.70 feet; Thence South 61° 08' 19" West 283.87 feet; Thence North 71° 06' 41" West 249.78; Thence North 29° 53' 19" East 183.50 feet; Thence North 44° 23' 19" East 146.81 feet; Thence South 80° 37' 20" East 175.07 feet to the point of beginning. Containing 2.341 acres.

2. First Amended Article V, Section 2 (b) of the Master Deed of Northwood Lake Condominium, as set forth below, shall replace and supersede Article V, Section 2 (b) of the Master Deed as originally recorded, and Article V, Section 2 (b) as originally recorded shall be of no further force or effect.

FIRST AMENDED ARTICLE V, SECTION 2 (B) OF THE MASTER DEED OF NORTHWOOD LAKE CONDOMINIUM

Article V, Section 2

(b) The percentage of value assigned to each Unit.

(=/	Unit Number	Percentage of Value Assigned
RECEIVED FOR RECORD LIBER NO LAGE NO LAGGA FILING NO LAGE NO LAGGA 1989 OCT 10 PM \$ 02 VIRGINIA M. MCLAREN TUSCOLA COUNTY REGISTER OF DEEDS	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	4-1/6% 4-1/6%

### LIBER 596 PAGE 1204

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23					-1/6%
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3. Amended Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plan of Northwood Lake Condominium as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plan of Northwood Lake Condominium as originally recorded, and originally recorded sheets 1, 2, 3, 4 and 5 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

and 5 shall be of no further force or effect. The legal descrip- and 5 shall be of no further force or effect. The legal descrip- tion of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises 1 shall replace and supersede the description of said Premises 1 contained in Article II of the originally recorded Master Deed. In all respects, other than as hereinabove indicated, the
original Master Deed of Northwood land Bylaws and Condominium Subdivision Plan respectively attached Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.
Dated this 6 day of Other, 1989.
WITNESSES:
Roger W Marshall HERRON DEVELOPMENT, INC., a Michigan corporation
Bichard T Donahue By: Thomas E. Herron President
STATE OF MICHIGAN) ) SS.
COUNTY OF Tuscola )
on this <u>6 th</u> day of <u>October</u> , 1989, the foregoing Master Deed was acknowledged before me by Thomas E. Herron, the President of Herron Development, Inc., a Michigan corporation, on behalf of said corporation.
Dale 4. Mc Intast
Dale J. Mc(Intosh Notary Public, Tuscola County,
Michigan
My Commission Expires: Aug. 18th. 1992

First Amendment to the Master Deed drafted by:

Mark J. Abdo Attorney at Law 28014 Harper Avenue St. Clair Shores, Michigan 48081

When recorded, return to drafter

CARO, MICH	10-10 7087
TUSCOLA COUNTY TREASURER'S OFFICE by the state, or no tax liens or titles held by individuels of the within instrument, and that all taxes which by law are office heve been fully paid for the five years preceding shown by the records of this office.  This certificate does not apply to taxes, if any, retownship or city or village cellecting efficare.	on the lands herein described in a required to be returned to this the date of said instrument a now in process of collection b
Patricia One	DOM County Treasure
	CF

### SUBDIVISION PLAN NO. 3 REPLAT TUSCOLA COUNTY CONDOMINIUM \*

EXHIBIT "B" TO THE AMENDED MASTER DEED OF NORTHWOOD LAKE CONDOMINIUM VILLAGE OF CASS CITY, TUSCOLA COUNTY, MICHIGAN.

HERRON DEVELOPMENT, INC. 4805 HOSPITAL DRIVE CASS CITY, MICHIGAN DEVELOPER:

MARYSVILLE, MICHIGAN 48040 106 HURON BLVD.

WILLIAMS, OSMINSKI & ASSOC., INC.

PLAN CERTIFICATION:

I, CHARLES E. WILLIAMS, HEREBY CERTIFY THAT
I AM A REGISTERED PROFESSIONAL ENGINEER OF
THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION
PLAN KNOWN AS TUSCOLA COUNTY CONOMINIUM
NO. 3 AS SHOWN ON THE ACCOMPANTING DRAWINGS UNITS 1,2,3,4,9,10, 11,12,15 & 16 \*MUST BE BUILT\* WERE PREPARED UNDER MY DIRECTION:

UNITS 5,6,7,8,13,14,17,18, 19,20,21,22,23,24 "NEED NOT BE BUILT"

Cat ( Distance SIGNATURE

Cat. 8,1707

DATE

106 HURON BLVD. MARYSVILLE, MIICHGAN ASSOC., INC. CHARLES E. WILLIAMS WILLIAMS, OSMINSKI & PROFESSIONAL ENGINEER REGISTRATION NO. 25802



Ø

VICINITY MAP NO XXE

VILLAGE LIMIT

2 SURVEY PLAN 1 COVER SHEET

NORTHWOOD LAKE CONDO. VILLAGE OF CASS CITY TUSCOLA COUNTY, MICHIGAN

CURRENT DEVELOPMENT LEGAL DESCRIPTION

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WILLIAMS - OSMINSKI + ASSOC., INC.

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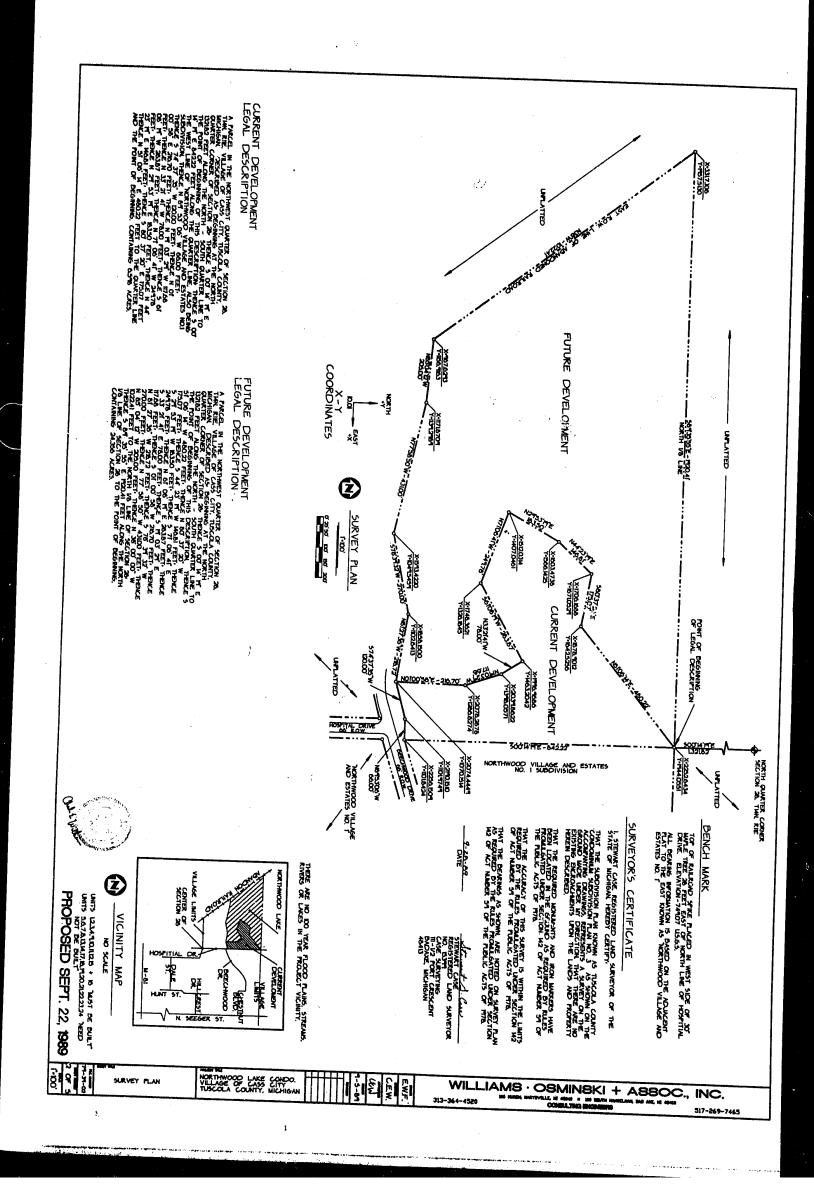
3 SITE PLAN 4 UTILITY PLAN

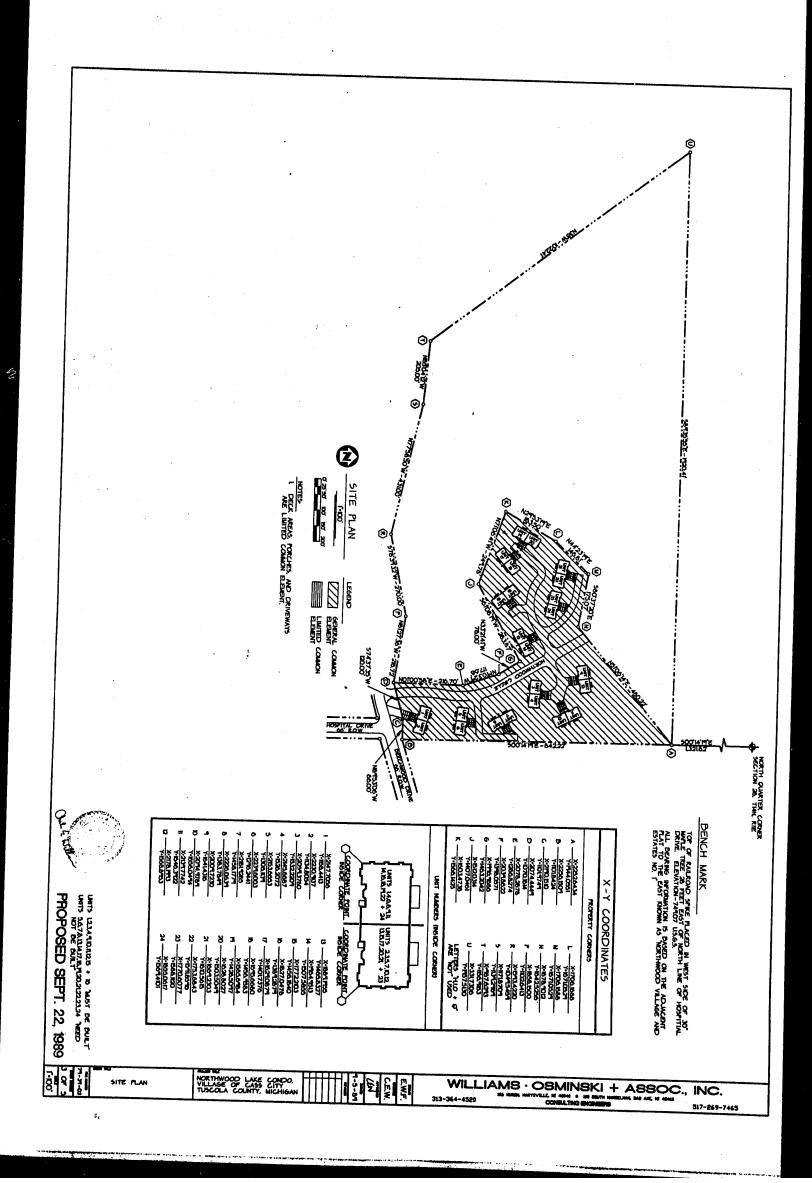
5 FLOOR PLAN AND BUILDING SECTION

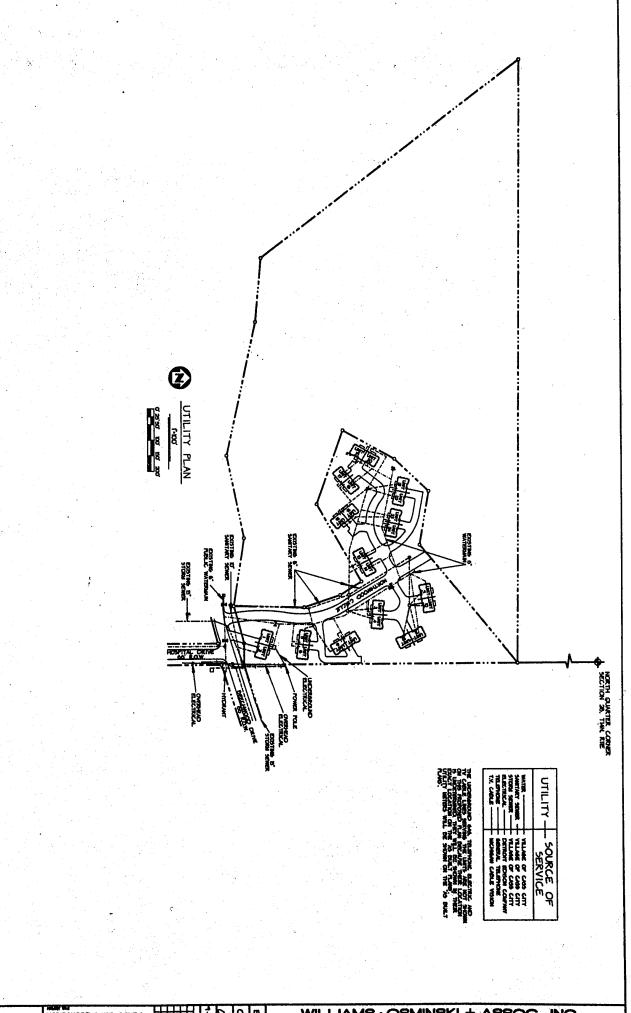
PROPOSED SEPT. 22, 1989

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATE ON

ATTENTION COUNTY REGISTRAR OF DEEDS









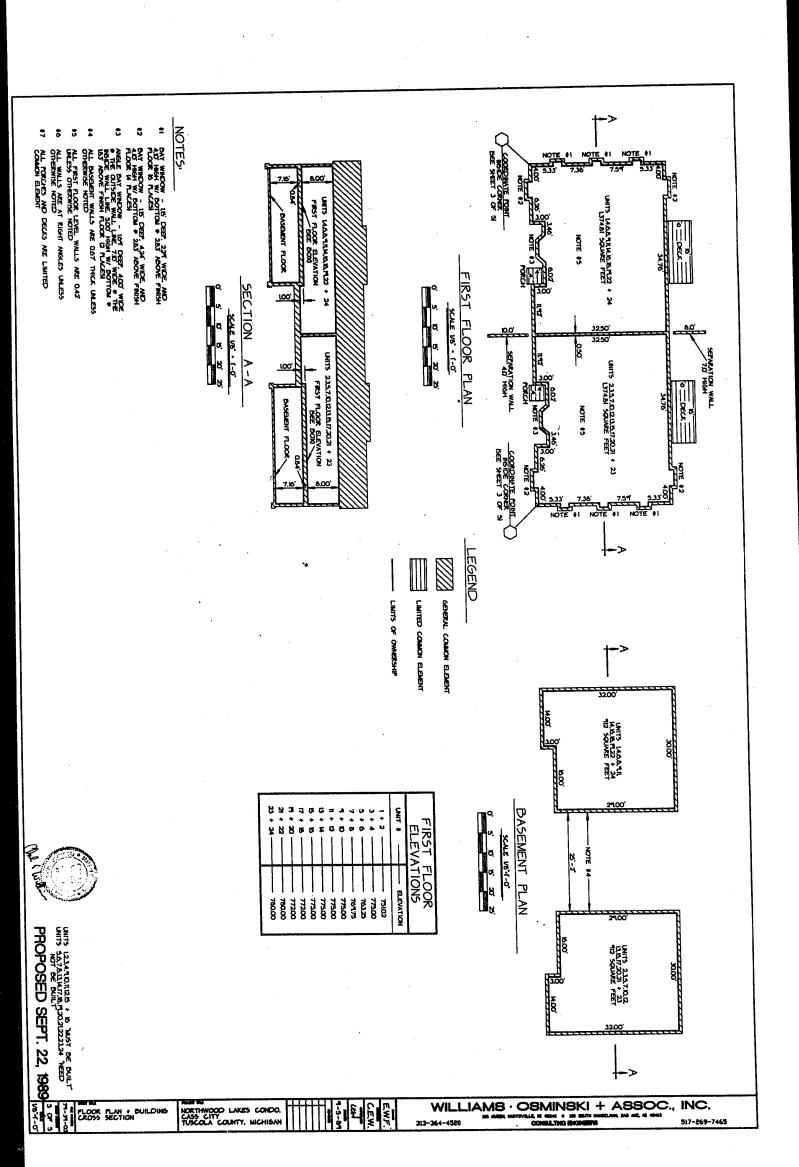
PROPOSED SEPT. 22, 1989

PLAN

NORTH-WOOD LAKE CONDO. VELLAGE OF CASS CITY TUSCOLA COUNTY, MICHIGAN CEW.

WILLIAMS · OSMINSKI + ASSOC.,

517-869-7465



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SECOND AMENDMENT TO MASTER DEED OF NORTHWOOD LAKE CONDOMINIUM

VIRGINIA M. McLAREH
TUSCOMENTABLE Development, Inc., a Michigan corporation, whose addices Of SEASO Hospital Drive, Cass City, Michigan 48726, being the Developer of Northwood Lake Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 7, 1986, in Liber 565, Pages 835 through 879, First Amendment to the Master Deed recorded in Liber 596, Page 1203 through 1209 Tuscola County Records, and known as Tuscola County Condominium Subdivision Plan No. 3, hereby amends the Master Deed of Northwood Lake Condominium pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 24 Units to 32 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 2(b) of said Master Deed. Upon recordation in the Office of the Tuscola County Register of Deeds of this Amendment, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to Article II of the Master Deed of Northwood Lake Condominium by this Amendment:

A parcel in the Northwest quarter of Section 28, Town 14 North, Range 11 East, Village of Cass City, Tuscola County, Michigan, described as: Beginning at the North quarter Michigan, described as: Beginning at the North quarter corner of Section 28; thence S. 00° 14' 19" E., 2164.04 feet along the North-South quarter line; thence N. 89° 53' 06" W., 66.00 feet; thence S. 74° 37' 35" W., 120.00 feet to the point of beginning; thence N. 01° 00' 58" E., 216.70 feet; thence N. 19° 03' 29" W., 117.68 feet; thence N. 33° 21' 41" W., 78.00 feet; thence S. 61° 08' 19" W., 150.00 feet; thence S. 03° 11' 53" W., 208.59 feet; thence S. 03° 00' 00" E. 80.00 feet; thence S. 81° 27' 36" E., 218.72 feet to the point of beginning.

Second Amended Article V, Section 2 (b) of the Master Deed of Northwood Lake Condominium, as set forth below, shall replace and supersede Article V, Section 2 (b) of the Master Deed as originally recorded amd subsequently amended, and Article V, Section 2 (b) as originally recorded and subsequently amended shall be of no further force or effect.

SECOND AMENDED ARTICLE V, SECTION 2 (B) OF THE MASTER DEED OF NORTHWOOD LAKE CONDOMINIUM

Article V, Section 2

The percentage of value assigned to each Unit (b)

		varue assigned t	o each Unit.
	Unit Number		Percentage of Value Assigned
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TUSCOLA COUNTY TREASURER'S OFFICE by the stells, or man the line the within institution, and office have from the raid strown by the records of from hy the records of from hy the records of from hy the records of from the property of the state of the line to what has been the property of the state of the line to what has been the line to the line to what has been the line to the line to what has been the line to the line t	15 16 17 18	1	3.125% 3.125% 3.125% 3.125% 3.125%

### LIBER 604 PAGE 1411

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. 19	3.125%
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23	3.125%
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<b>24</b>	
25	3.125%
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- 1 <b>32</b> 의 그들로 살아보다 그리고 있다. 그림	3.125%

3. Amended Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plan of Northwood Lake Condominium as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4 and 5 of the Condominium Subdivision Plan of Northwood Lake Condominium as originally recorded and subsequently amended, and originally recorded and subsequently amended, and originally recorded and subsequently amended sheets 1, 2, 3, 4 and 5 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supercode the description of said Premises Contained replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of Northwood Lake Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this fat day of August, 1990.

WITNESSES:

HERRON DEVELOPMENT, INC., a Michigan corporation

College A. Woods

HERRON DEVELOPMENT, INC., a Michigan corporation

By: Herron

Thomas E. Herron

President

STATE OF MICHIGAN)
, SS.

COUNTY OF Tuscola

On this  $\frac{1\text{st}}{2}$  day of  $\frac{2}{2}$  August , 1990, the foregoing Second Amendment to the Master Deed was acknowledged before me by Thomas E. Herron, the President of Herron Development, Inc., a Michigan corporation, on behalf of said corporation.

Kelli J. Hendrick

Kelli J. Hendrick

Notary Public, Acting In Tuscola County,

Michigan

My Commission Expires: 10-3-90

Second Amendment to the Master Deed drafted by:

> Mark J. Abdo Attorney at Law 28014 Harper Avenue St. Clair Shores, Michigan 48081

When recorded, return to drafter

### SUBDIVISION PLAN NO. 3 TUSCOLA COUNTY CONDOMINIUM REPLAT

### VILLAGE OF CASS CITY, TUSCOLA COUNTY, MICHIGAN EXHIBIT 'B' TO THE AMENDED MASTER DEED OF NORTHWOOD LAKE CONDOMINIUM

DEVELOPER:
HERRON DEVELOPMENT, INC.
4805 HOSPITAL DRIVE
CASS CITY, MICHIGAN

ENGINEER:
WILLIAMS, OSMINSKI & ASSOC., INC.
106 HURON BLVD.
MARYSVILLE, MICHIGAN

## CURRENT CURRENT DEVELOPMENT LEGAL DESCRIPTION

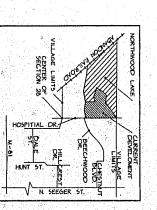
A PARCEL IN THE NORTHWEST QUARTER OF SECTION 28.

THAN RIE VILLAGE OF CASS CITY, TUSCOLA COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT THE NORTH MICHIGAN. DESCRIBED AS BEGINNING AT THE NORTH PUARTER CORNER OF SECTION 28. THENCE 5 OO' 14 19 E 13182 FEET ALONG THE NORTH - SOUTH QUARTER LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE 5 OO' 14 19 E 84222 FEET ALONG THE QUARTER LINE. ALSO BEING THE WEST LINE OF NORTHWOOD VILLAGE AND ESTATES NO. THE WEST LINE OF NORTHWOOD VILLAGE AND ESTATES NO. THENCE N 87 53 OG W 6600 FEET. THENCE N 71 37 SUBDIVISION THENCE N 87 53 OG W 218.72 FEET. THENCE N 71 OG 41 W 249.76 FEET. THENCE N 81 27 36 W 218.72 FEET. THENCE N 71 OG 41 W 249.76 FEET. THENCE N 23 19 E 18.350 FEET. THENCE N 44 23 19 E 18.350 FEET. THENCE N 47 27 19 ENDING N 51 OG 14 E 480.22 FEET TO THE QUARTER LINE AND THE



CONTAINING 8.229 ACRES

VICINITY MAP NO SCALE



DRAWING INDEX

COVER SHEET UTILITY PLAN SITE PLAN SURVEY PLAN

PROPOSED SEPT. 22, 1989

FLOOR PLAN AND BUILDING SECTION

NORTHWOOD LAKE CONDO VILLAGE OF CASS CITY

CHARLES E. WILLIAMS
PROFESSIONAL ENGINEER
REGISTRATION NO. 25802
WILLIAMS, OSMINSKI +

WILLIAMS · OSMINSKI & ASSOC., INC.

QF J

MARYSVILLE, MIICHGAN 48040

06 HURON BLVD. 4550C. INC.

I. CHARLES E. WILLIAMS, HEREBY CERTIFY THAT
I AM A REGISTERED PROFESSIONAL ENGINEER OF
THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION
PLAN KNOWN AS TUSCOLA COUNTY CONDOMINIUM
NO. 3 AS SHOWN ON THE ACCOMPANYING DRAWINGS
WERE PREPARED UNDER MY DIRECTION

PLAN CERTIFICATION

UNITS 1,2,3,4,9,10, 11,12,15,25,26,27, + 28 MUST

UNITS 5.6.7.8.13,14.17.18. 19.20.21.22.23.24.29 + 30 NEED NOT BE BUILT

Will. SIGNATURE

BE BUILT

June 12, 1990

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

ATTENTION COUNTY REGISTER OF DEEDS

