

**FIRST AMENDMENT TO THE MASTER DEED
FOR GOLDEN POND COMMUNITY CONDOMINIUMS
(OCEANA COUNTY SUBDIVISION PLAN NO. 40)**

This First Amendment to the Master Deed of Golden Pond Community Condominiums is made and executed on June 19, 2013, by Golden Pond Estates, LLC, a Michigan limited liability company (the "Developer"), whose address is 5438 West Polk Road, Hart, Michigan 49420, and is made with reference to the following:

- A. The Developer signed on April 24, 2006 and recorded on April 27, 2006 at GR 2006/12411 the Master Deed (the "Master Deed") for Golden Pond Community Condominiums, being Oceana County Condominium Subdivision Plan No. 40; and
- B. In Article VIII of the Master Deed, the manner of the creation of amendments to the Master Deed is set forth; and
- C. Article VIII.2.b. of the Master Deed provides that the Master Deed and Condominium Bylaws may be amended by the Developer, in instances where other co-owners of units within the condominium exist, even if an amendment would materially alter the rights of any co-owners or mortgagees, with the consent of at least two-thirds (in value) of the co-owners (including the Developer) and mortgagees; and
- D. The Developer desires to amend the Master Deed as more fully set forth in this document.

Now therefore, pursuant to the authority granted to it in Article VIII.2.b. of the Master Deed, and with the consent of not less than two-thirds (in value) of the co-owners (including the Developer) and mortgagees capable of giving consent, the Developer hereby amends the Master Deed for Golden Pond Community Condominiums as follows:

1. Article VII.2.p. of the Condominium Bylaws (on page 35 of 49 of the Master Deed) is amended by deleting therefrom the entire subparagraph p. and substituting in its place the following:
 - p. Mobile Homes Prohibited. No single wide mobile homes or house trailers will be placed upon the premises. Double wide manufactured housing and modular housing supported on its perimeter by concrete, cinder block or other fully enclosed foundation as is customary for a site built house, is permitted.

In witness whereof the Developer has caused this First Amendment to the Master Deed for Golden Pond Community Condominiums to be executed the day and year first above written.

GOLDEN POND ESTATES, LLC,
a Michigan limited liability company

By: *G. Avery Wilson*
G. Avery Wilson
Its: Member

STATE OF MICHIGAN)
)SS.
COUNTY OF OCEANA)

Sworn to and signed in my presence by G. Avery Wilson, Member of Golden Pond Estates, LLC, a Michigan limited liability company, on June 19, 2013.



James R. Prince, Notary Public
Oceana County, Michigan
My commission expires: 04/15/2014
Acting in the County of Oceana

DRAFTED BY:
James R. Prince
Attorney at Law
127 State Street
Hart, Michigan 49420

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Heather J. Rowe, being duly sworn, deposes and says that:

1. She is a legal secretary with the law firm of James R. Prince, PLC, the attorney for Golden Pond Estates, LLC, the developer of Golden Pond Community Condominiums.
2. On June 19, 2013, a copy of the First Amendment to the Master Deed for Golden Pond Community Condominiums was sent by first class mail, postage prepaid to the following interested parties:

Ms. Donna May
5516 W. North Lake Court
Hart, MI 49420

Mr. and Mrs. Stephen R. and Marguerite R. Fell
5536 W. Lake Boulevard
Hart, MI 49420

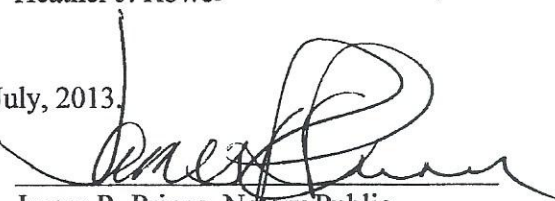
Ms. Linda L. De Ruiter
Ms. Sharon L. Holm
5475 W. North Lake Court
Hart, MI 49420

Golden Pond Estates, LLC
5438 W. Polk Road
Hart, MI 49420

Dated: July 1, 2013


Heather J. Rowe

Subscribed and sworn to before me this 1st day of July, 2013.


James R. Prince, Notary Public
Oceana County, Michigan
My commission expires: 4/15/14

APR 27 2006

49P
OCEANA COUNTY REGISTER OF DEEDS
Recording Fees: 155.00
CASH Date 04/27/2006 Time 11:09:00
Page 1 of 49 GR 2006/12411

HART, MICH.

I HEREBY CERTIFY THAT THERE ARE NO TAX LIENS OR
TITLES HELD BY THE STATE OR ANY INDIVIDUAL AGAINST
THE WITHIN DESCRIPTION, AND ALL TAXES ON SAME ARE
PAID FOR FIVE YEARS PREVIOUS TO THE DATE OF THIS
INSTRUMENT, AS APPEARS BY THE RECORDS IN MY

Shida Howell OFFICE
CO. TREASURER

MASTER DEED FOR GOLDEN POND COMMUNITY CONDOMINIUMS
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

Oceana County Condominium Subdivision Plan No. 40

1. the Master Deed establishing Golden Pond Community Condominiums, a condominium project
2. **exhibit A** to the Master Deed: Condominium Bylaws of Golden Pond Community Condominiums
3. **exhibit B** to the Master Deed: Condominium Subdivision Plan for Golden Pond Community Condominiums
4. **exhibit C** to the Master Deed: Affidavit of Mailing for Notices required by MCLA 559.171, MSA 26.50(171)
5. **exhibit D** to the Master Deed: Consent to Submission of Real Property to Condominium Project

No interest in real estate is being conveyed by this document. No revenue stamps are required.

DRAFTED BY:
James R. Prince
JAMES R. PRINCE, PLC
Attorney at Law
127 State Street
Hart, Michigan 49420

**ARTICLE I
TITLE AND NATURE**

The Condominium Project shall be known as Golden Pond Community Condominiums, Oceana County Subdivision Plan No. 40 (the "Condominium Project" or the "project"). Prior to the commencement of construction, the engineering plans and architectural plans, if any, for the Condominium Project will have been approved by the Township of Golden, Oceana County, Michigan. Such approval will be evidenced by the issuance of a permit or resolution. The architectural plans for all dwellings and other improvements, if any, to be constructed by the Developer within the project requiring approval by the Township of Golden will be filed with the Township of Golden. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as **Exhibit B**. The Condominium Project contains individual units and adjacent units dedicated to construction of multi-family dwellings to be used for residential purposes, and each unit has been designated and intended for separate ownership and use. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

**ARTICLE II
LEGAL DESCRIPTION**

The land on which the project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in the Township of Golden, County of Oceana and State of Michigan, and is described as follows:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 15 North, Range 18 West, Golden Township, Oceana County, Michigan, described as follows: Commencing at the Southwest corner of Section 13; thence North 00 degrees 49' 00" East along the West section line 400.02 feet to the point of beginning; thence North 00 degrees 49' 00" East along the West section line 929.52 feet; thence South 89 degrees 35' 30" East along the North 1/16 line 1,322.83 feet; thence South 00 degrees 45' 50" West along the West 1/16 line 500.01 feet; thence North 89 degrees 35' 30" West parallel with and 500.00 feet southerly of the North 1/16 line for a distance of 200.00 feet; thence South 00 degrees 45' 50" West parallel with and 200.00 feet westerly of the West 1/16 line for a distance of 427.27 feet; thence North 89 degrees 42' 25" West parallel with and 400.00 feet northerly of the South section line for a distance of 1,123.68 feet to the point of beginning.

9. *Condominium unit* or *unit* means that part of the project designed and intended for separate ownership and use, as described in this Master Deed. Each unit shall consist of the exclusive use of all airspace and soils as described in **Exhibit B** within the unit boundaries.
10. *Co-owner* means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a condominium unit in the project, including a vendee of a land contract of which the purchase is not in default. *Owner* and *member* are synonymous with *co-owner*.
11. *The Developer* means Golden Pond Estates, LLC, a Michigan Limited Liability Company, which has made and signed this Master Deed, as well as its successors and assigns.
12. *General common elements* means those common elements of the project described in Article IV(1), which are for the use and enjoyment of all co-owners, subject to such charges as may be assessed to defray the operation costs.
13. *Limited common elements* means those common elements, if any, of the project described in Article IV, which are reserved for the exclusive use of the co-owners of a specified unit or units.
14. *The Master Deed* means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.
15. *Multi-family building* means either two family buildings as are presently shown on the condominium subdivision plan (which need not be built) or larger buildings containing greater numbers of units as is permitted under Article VII for convertible areas.
16. *Percentage of value* means the percentage assigned to each unit by this Master Deed, which determines the value of a co-owner's vote at association meetings when voting by value or by number and value and the proportionate share of each co-owner in the common elements of the project.
17. *The project* or *the condominium* means Golden Pond Community Condominiums, a condominium development established in conformity with the Michigan Condominium Act.
18. *The transitional control date* means the date when a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system 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.

2. Single-family detached limited common elements. These limited common elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the limited common elements are appurtenant. The limited common elements are:
 - a. Land and Airspace. The surface land, lawn, landscaping and airspace located within Unit boundaries as shown on the Subdivision Plan attached as **Exhibit B**.
 - b. Driveways and Sidewalks. Driveways and sidewalks serving the residence constructed within the Unit or Units, whether located inside or outside the boundaries of the Condominium Unit.
 - c. Utility Services. The pipes, ducts, wiring and conduits supplying electricity, gas, water, telephone, television and/or other Utility service to a Unit, from the point of lateral connection with a general common element of the Development or utility line or system owned by the local public authority or company providing the service.
 - d. Mailboxes. Any mail and/or paper boxes located on a Unit serving only the residence on that Unit and/or any mail and/or paper boxes permitted by the Association on the general common elements to serve the residence on a Unit.
 - e. Any other improvements constructed by the Developer and designated limited common elements appurtenant to a particular Unit or Units in any amendment to the Master Deed made by Developer.

3. Multi-family building limited common elements. These limited common elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the limited common elements are appurtenant. The limited common elements are:
 - a. Land and Airspace. The surface land, lawn, landscaping and airspace located within Unit boundaries as shown on the Subdivision Plan attached as **Exhibit B**.
 - b. Driveways and Sidewalks. Driveways and sidewalks serving the residence constructed within the Unit or Units, whether located inside or outside the boundaries of the Condominium Unit.
 - c. Utility Services. The pipes, ducts, wiring and conduits supplying electricity, gas, water, telephone, television and/or other Utility service to a Unit, from the point of lateral connection with a general common element of the Development or utility line or system owned by the local public authority or company providing the service.
 - d. Mailboxes. Any mail and/or paper boxes located on a Unit serving only the residence on that Unit and/or any mail and/or paper boxes permitted by the

Each co-owner shall be responsible for payment of the utilities attributable to his unit and shall be responsible for the improvement, maintenance, repair and replacement of his unit, the limited common elements appurtenant to his unit and any structures and improvements located within the unit, including the general common land lying below his unit; the utilities within the unit (if not a general common element); any driveway or sidewalk appurtenant to his unit (except as provided in Article IV 5.), and any landscaping which he may supply to his unit or limited common element. The exterior appearance of all such structures, improvements and yard areas (to the extent visible from any other unit or common element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations.

Any maintenance, repair or replacement (the cost of which is to be borne by the co-owner) may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner in the manner provided herein and by law for the collection of regular assessments.

5. Separate responsibilities for maintaining, repairing, and replacing the multi-family building limited common elements are as follows:
 - a. The costs of maintaining, repairing, and replacing the multi-family building limited common elements described in Article IV 3.a. (except as provided in Article IV 4. For lawn and landscape care), c., d., e., f., g., h., j., and k., and routinely cleaning and maintaining the limited common elements described in Article IV 3.b., shall be borne by the co-owner of the unit or units to which such common elements are appurtenant.
 - b. The appearance of decks, patios, and stoops shall at all times be subject to the approval of the association. If a co-owner's cleaning and decorating of such common elements does not conform to reasonable standards established by the association, the association may take whatever action is necessary to bring the elements up to required standards and charge the cost to the owner responsible for cleaning, decorating, and maintaining the element.
 - c. The costs of maintaining, repairing, and replacing all other multi-family building limited common elements other than as described in 5.a. above shall be shared equally by the Co-owners of the units upon which the multi-family building is located, except for repairs or replacements necessitated by the acts or neglect of co-owners or their agents, invitees, family members, or pets.
 - d. If any unit owner elects to construct or install any improvements to the interior of the unit or, with written consent from the association, to the common elements appurtenant to the unit that increase the costs of maintenance, repairs, or replacements for which the association is responsible, the association may assess the increased costs or expenses against the unit.

- (1) For combined water and sanitary sewer system use, such user shall pay at a rate equal to 100% of the rate charged by the City of Hart to city residents (or similar businesses as the case may be) for their use of the City of Hart systems.
- (2) For the sanitary sewer system, such user shall pay at a rate equal to 70% of the sewer rate charged by the City of Hart to city residents (or similar businesses as the case may be) for their use of the City of Hart system.
- (3) Neither the Association nor any unit owner shall be responsible for the cost of construction, maintenance, or repair for the extension of any general common element beyond the perimeter boundary of the project.

ARTICLE V

DESCRIPTION, PERCENTAGE OF VALUE, AND MODIFICATION OF UNITS

1. Description. The project presently consists of 59 units. Each unit in the project is described in this paragraph with reference to the Condominium Subdivision Plan of Golden Pond Community Condominiums as surveyed by Hepworth Land Surveying, LLC, and attached hereto as **Exhibit B**. Each unit shall consist of all that space within the unit boundaries as shown in **Exhibit B** and delineated with heavy outlines, together with all appurtenances thereto.
2. Percentage of Value. The total value of the project is 100%. Based upon their market value, size and allocable expenses of maintenance, and considering that each unit benefits approximately equally from services provided by the Association and that the cost of services to each unit is approximately equal, each unit has been assigned an equal value of 1.695% of the total value. These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in a duly recorded amendment to this Master Deed.
3. Unit Modification. The number, size, style, and/or location of units or of any limited common element appurtenant to a unit may be modified from time to time by the Developer or its successors without the consent of any co-owner, mortgagee, or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy, or other significant attribute of any unit that adjoins or is proximate to the modified unit or limited common element (except as provided in Article VII with regard to convertible areas); provided, that no unit that has been sold or that is subject to a binding purchase agreement shall be modified without the consent of the co-owner or purchaser and the mortgagee of such unit. The Developer may also, in connection with any such modification, readjust percentages of value for all units

Any expenses associated with this easement area shall be shared equally between all of the parcels/units that are then hooked up or available to be hooked up to the bulk propane tank supply system (inclusive of all units in the project, in nearby Gateway Plaza Condominium and in nearby Polk Road Storage Condominiums).

The Developer further reserves for itself and its assigns the right to extend the use of the project water, sewer, utility and LP Gas delivery systems to other adjacent properties. Should this occur, the costs of the expansion shall be borne by the Developer, or its assigns, as the case may be.

3. **Termination of Easement.** Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed 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 or when a water or sewer system or other utility easement is relocated to coordinate further and future development of land in the vicinity of the project. 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 easement on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.
4. **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, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easement created under the Condominium Documents may be modified nor obligations with respect thereto varied without the consent of each person benefitted thereby.

ARTICLE VII CONVERTIBLE AREAS

1. **Limits of Conversion.** The project established by this master deed initially consists of 59 condominium units and may, at the election of the Developer, be increased to a maximum of 91 units.
2. **Conversion Rights.** The number of units in the project may, at the option of the Developer from time to time within a period ending not later than six years after the initial recording of the master deed, be increased by the conversion of all or any part of the units designated as "convertible areas" on the condominium subdivision plan into

**ARTICLE VIII
AMENDMENTS AND TERMINATION**

1. If there is no co-owner other than the Developer, the Developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Oceana County, Michigan.
2. If there is a co-owner other than the Developer, the condominium documents may be amended for a proper purpose only as follows:
 - a. An amendment may be made without the consent of any co-owners or mortgagees for any purpose if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including, but not limited to, amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements; amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.
 - b. Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds (in value) of the co-owners (including the Developer) and mortgagees consent. However, dimensions or limited common elements of a co-owner's unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the Developer and each affected co-owner and mortgagee. Rights reserved by the Developer in this Master Deed, including rights to amend this Master Deed for purposes of expansion, contraction, or modification of units in the course of construction, shall not be amended without written consent from the Developer as long as the Developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.
 - c. The Developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. Until the completion and sale of all units as described in Article I, such rights reserved by the Developer may not be further amended except with written consent from the Developer or its successors or assigns.
 - d. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and

mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.

e. If there is a co-owner other than the Developer, the project may only be terminated with the consent of the Developer and at least 80 percent (in value) of the co-owners and mortgagees, as follows:

- (1) The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.
- (2) On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium unit.
- (3) On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.
- (4) Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

3. An amendment to this Master Deed shall not be effective until the amendment is recorded. A copy of the recorded amendment shall be delivered to each co-owner.

ARTICLE IX ASSIGNMENT

Any or all of the rights and powers granted to or reserved to the Developer in the Condominium Documents or by law, including the power to approved or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate instrument in writing duly recorded in the office of the Oceana County Register of Deeds.

additional condominium units, and/or multi-family buildings containing more than two units (as are presently shown on the condominium subdivision plan), and/or limited common elements appurtenant to such units. The Developer may also, in connection with any conversion, readjust percentages of value for all units in the project under a manner that gives reasonable recognition to the total number of units, based upon the method of original determination of percentages of value.

3. Conversion Not Mandatory. There is no obligation on the part of the Developer to convert any part of the convertible area nor is there any obligation to convert portions of such area in any particular order nor to construct particular improvements on any converted unit. Other than as provided in this article, there are no restrictions or limitations on the right of the Developer to create additional units or as to the portion or portions of the convertible area that may be converted, the time or order of such conversions or the number of units and/or common elements that may be converted.
4. Amendment(s) to Master Deed. An increase in the number of units by exercise of the Developer's conversion rights will be given effect by an appropriate amendment(s) to the master deed, which amendment(s) will not require the consent or approval of any co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the percentages of value assigned by Article V in order to preserve a total value of 100 percent for the entire project.
5. Redefinition of Common Elements. The conversion amendment(s) to the master deed made by the Developer may contain such further definitions and redefinitions of general or limited common elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional units being added to the project. In connection with any such amendment(s), the Developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the intent of this Article.
6. Additional Provisions. Any amendment(s) to the master deed made by the Developer for conversion purposes may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefitting portions of the unit(s) being added to the project; and (ii) to create or change restrictions or other terms and provisions affecting the additional unit(s) being added to the project or affecting the balance of the project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such units.

in a manner that gives reasonable recognition to such changes based upon the method of original determination of percentages of value for the project. All co-owners, mortgagees of units, and other persons interested or to become interested in the project from time to time shall be deemed to have granted a power of attorney to the Developer and its successors for such purpose.

ARTICLE VI EASEMENTS

1. Easements for Maintenance and Related Matters. There shall be permanent easements to, through, over, under and across the Condominium Premises, including all units, (1) for the maintenance and repair (including replacement) of all common elements, which easements shall be administered by the Association, and (2) as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VI as "utilities" or "utility services" which utilities shall be administered by the Association.
2. Easements Retained by Developer.
 - a. Roadway Easement. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways, and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises in furtherance of any legitimate purpose.
 - b. Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.
 - c. Repair and Replacement. The Developer retains for the benefit of itself and representatives of any appropriate utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, operate, maintain, repair, replace or inspect any common improvement or facility whether under or above ground.
 - d. The Developer reserves for itself and its assigns an easement for bulk propane tank storage as shown on **Exhibit B**. Access for ingress and egress to and from this easement area shall be across other adjacent property. The bulk propane tank on this easement area shall serve the project as well as other adjacent properties.

6. Use of Common Elements. No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Condominium 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.

Until it has conveyed title to the last unsold unit owned by Developer, Developer has the irrevocable right:

- a. To use the common elements for sales, administrative, rental or storage purposes;
 - b. To use any of the unsold units for sales, administrative or management purposes; and,
 - c. To place signs on the common elements for sale and promotional purposes.
7. All co-owners whose interests would be affected may assign or reassign a limited common element, on notice to any affected mortgagees, by applying in writing to the board of directors of the association. On receipt of such an application, the board shall promptly have an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the limited common elements involved prepared and signed and shall deliver the amendment to the co-owners of the units affected once they have paid all reasonable costs for the preparation and recording of the amendment.
8. Except as stated in this Master Deed, condominium units shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owner's unit or the common elements appurtenant to it.
9. Use of Common Elements by Non-unit Owners.
- a. Easement for bulk propane tank storage. The utility and easement plan, on Sheet 7 of the Condominium Subdivision Plan, displays an easement area for bulk propane tank storage. This easement area shall be accessed via the general common element access road in the adjacent Polk Road Storage Condominium project.
 - b. The use of the general common elements described in Article IV 1.c., d., e., f., and g., may be granted by the Developer to other adjacent parcels of property which are located adjacent to and generally Southerly of the project and Northerly of Polk Road. These parcels presently consist of a restaurant, a convenience store/gas station, certain vacant property, and Polk Road Storage Condominium. The incremental cost to the project of the use of the designated general common elements shall be as follows:

- Association on the general common elements to serve the residence on a Unit.
- e. The deck, patio, balcony or stoop appurtenant to each unit in the project.
 - f. The driveway and sidewalk leading to the porch, which shall be appurtenant to the unit or units serviced by these elements.
 - g. The fireplace combustion chamber and the separate furnace, water heater, air conditioner, and compressor within or adjacent to a unit and servicing only that unit.
 - h. The automatic garage door opening mechanism, and the windows, doors, sliders, and screens within or adjacent to any unit's perimeter walls.
 - i. The roof, roof structure, and roof interior spaces, foundation, footings, concrete slab, exterior walls, and common walls.
 - j. Garage interior spaces and the interior surfaces of garage walls, ceilings and floors.
 - k. The interior surfaces of perimeter walls, doors, ceilings, and floors within a condominium unit.
 - l. Any other improvement designated as a limited common element appurtenant to a particular unit or units in a subdivision plan or in any future amendment made to the Master Deed.

If any of the limited common elements described in this provision have not been assigned in the condominium subdivision plan, the Developer reserves the right to designate each such element as a limited common element appurtenant to a particular unit by subsequent amendments to this Master Deed. The co-owners and mortgagees of condominium units and all other parties interested in the project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the Developer or its successors as agent and attorney to make any such amendments to this Master Deed.

4. **Upkeep of Common Elements and Units: Payment of Utility Bills.** The cost of improvement, maintenance, repair and replacement of the general common elements (except the land lying below a unit) and the cost for lawn mowing and landscape maintenance, and snow-plowing the project streets shall be borne by the Association, except to the extent of maintenance, repair or replacement due to the act or neglect of a co-owner or his agent, guest, invitee, family member or pet, for which such co-owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association or by the common elements shall be repaired at the expense of the Association.

The construction, improvement, maintenance, repair and replacement of all of the common elements are subject to such written standards as may be established by the Board of Directors or its designee(s).

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

ARTICLE IV COMMON ELEMENTS

The common elements of the project as depicted in **Exhibit B** and the responsibilities for their maintenance, repair, and replacement are as follows:

1. General common elements. The general common elements are:
 - a. Land. The land described in Article II hereof, including the land lying below each unit as depicted in **Exhibit B**.
 - b. Improvements. All roads, sidewalks, parking, lawns, landscaping, recreational facilities and other improvements not identified as limited common elements and not located within the boundaries of a condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium unit shall be owned in their entirety by the co-owner of the unit in which they are located and shall not, unless otherwise expressly provided in the condominium documents, constitute common elements.
 - c. The telephone system through the Condominium Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a unit.
 - d. The electrical system throughout the Condominium Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a unit.
 - e. The water distribution system, storm water discharge and detention system and sanitary sewer system throughout the Condominium Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a unit.
 - f. The gas line system throughout the Condominium Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a unit.
 - g. Any television cable network or facilities that may from time to time be installed in the Condominium Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a unit.
 - h. Such other elements of the Condominium Project not herein designated as general nor limited common elements which are not enclosed within the boundaries of any 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 cable television system described above may be owned by the local

**ARTICLE III
DEFINITIONS**

Certain terms are used not only in this Master Deed but also in other documents for the condominium, such as the articles of incorporation; the association bylaws; the rules and regulations of the Golden Pond Community Condominium Association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the following definitions apply unless the context otherwise requires:

1. *The arbitration association* means the American Arbitration Association or its successor.
2. *The association of co-owners or the association* means Golden Pond Community Condominium Association of Golden Township, the nonprofit corporation organized under Michigan law of which all co-owners must be members. This corporation shall administer and maintain the project. Any action required of or permitted to the association may be carried out by its board of directors unless it is specifically reserved to its members by the condominium documents or Michigan law. Any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.
3. *The association bylaws* means the corporate bylaws of the association organized to maintain and administer the project.
4. *Common elements*, if used without modification, means the part of the project other than the condominium units, including all general and limited common elements, if any, described in and defined by Article IV. A common element will not be separable from the Condominium Unit or Units to which it is appurtenant.
5. *Condominium bylaws* means **Exhibit A**, which is the bylaws stating the substantive rights and obligations of the co-owners.
6. *Condominium documents* includes this Master Deed and all its exhibits recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a co-owner in the condominium.
7. *Condominium Premises or Premises* means and includes the land and all improvements and structures thereon (except the dwelling units and other improvements constructed by the co-owners) and all easements, rights and appurtenances belonging to the Condominium Project as described above.
8. *The condominium subdivision plan* means **Exhibit B**, which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and improvements, including their locations on the land.

MASTER DEED FOR GOLDEN POND COMMUNITY CONDOMINIUMS
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq. (the "Act")

This Master Deed is made and signed on April 24, 2006. The Developer, **GOLDEN POND ESTATES, LLC**, a Michigan Limited Liability Company ("Company"), whose principal office is situated at 5438 West Polk Road, Hart, Michigan 49420, is represented in this document by all of its Members, **DANNY L. SUMAN and G. AVERY WILSON**, who are fully empowered and qualified to act on behalf of the Company.

RECITALS

- A. The Developer is establishing a residential condominium project to be known as Golden Pond Community Condominiums, pursuant to the plans approved by the Township of Golden, Oceana County, Michigan, on a parcel of land described in Article II of this document. The Developer desires, by recording this Master Deed together with the condominium bylaws and the condominium subdivision plan, both of which are incorporated by reference and made a part of this document, to establish this real property and the improvements and appurtenances now and in the future located on it as a condominium project under the provisions of the Michigan Condominium Act.
- B. By recording this document, the Developer establishes Golden Pond Community Condominiums as a condominium project under the act and declares that the project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the act and to the conditions stated in this Master Deed, all of which shall run with the land and burden and benefit the Developer, its successors and assigns, any persons acquiring or owning an interest in the real property, and their grantees, successors, heirs, executors, administrators, and assigns.