

CONDOMINIUMS

(Act No. 59, P.A. of 1978, as amended)

THIS MASTER DEED is made pursuant to Act. No. 59, of the Public Acts of 1978, as amended, known as the MICHIGAN CONDOMINIUM ACT, (hereinafter referred to as the Act); and executed on this 9th day of December-----1983, by LAWRENCE E. SWEEBE, President of VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, of P. O. Box 2022, Midland, Michigan, 48640;

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Subdivision Plan attached hereto as Addendum A and together with the Condominium ByLaws attached hereto as Addendum B, (both of which are hereby incorporated by reference and made a part hereof) to establish the real property, described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish CADILLAC NORTH SHORES ESTATES CONDOMINIUMS, as a condominium project under the Act and does declare that CADILLAC NORTH SHORES ESTATES CONDOMINIUMS (hereinafter referred to as the condominium or the project shall after such establishment be held, conveyed, encumbered, leased, occupied, improved or in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses limitations and affirmations obligations set forth in the Master Deed and Addendum A and B hereto, all of which shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said project it is provided as follows:

DRAFTED BY: ROBERT B. WHITTAKER
 WHITTAKER & WHITTAKER, 5820 Eastman
 Road, P.O. Box 2125, Midland, MI 48640

I hereby certify from examination of the records in my office relating to the description of lands in the within instrument that for the five years preceding date of said instrument no tax liens or titles have become attached and no taxes assessed except such as may be in process of collection, remain unpaid.

1-2 1984
 Cadillac, Mich.

Barbara Wilburson
 Wexford County Treasurer

COUNTY TAX CERTIFICATE:

The condominium project shall be known as the CADILLAC NORTH SHORES ESTATES CONDOMINIUMS, Wexford County Condominium Subdivision Plan No. 2, a project established according to Act. No. 59. of the Public Acts of 1978, as amended. The first building containing 4 units, including boundary, volume, dimensions and areas of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Addendum "A" hereto.

The one (1) building, containing four (4) units, shall be for residential purposes only, totaling four (4) units in the first phase. Each co-owner in the project shall have an exclusive right to his unit (subject to mortgaging, taxation, possession, sale and all types of juridical acts, intervivos or causa mortis independent of the other condominium units together with an inseparable from its appurtenant share of the common elements. Each co-owner shall have an undivided and inseparable right to share with other co-owners the common elements of the condominium project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the condominium project established by this Master Deed is described as follows:

A part of the East Half of the Northwest fractional Quarter of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as beginning at a point which is South 0°08'20" West 2431.67 feet on the North-South Quarter line and South 85°10'16" West 314.08 feet on a meander line of Lake Cadillac, from the North Quarter corner of said Section 5; thence South 85°10'16" West 347.92 feet on a meander line of Lake Cadillac; thence N. 0°08'16" East 170 feet; thence S. 89°51'44" East 90 feet; thence N. 50°54'24" East 149.25 feet; thence N. 0°08'16" East 325.07 feet; thence N. 31°21'10" East 153.34 feet; thence N. 35°09'53" West 183.93 feet; thence N. 54°50'07" East 100 feet on the centerline of North Boulevard; thence S. 35°90'53" East 195 feet; thence S. 31°21'10" West 253.70 feet; thence S. 0°08'16" West 243 feet; thence S. 89°51'44" East 105 feet; thence S. 0°08'16" West 277.27 feet to the point of beginning. Containing 2.69 acres more or less.

ARTICLE III

DEFINITIONS

For the purposes of the CADILLAC NORTH SHORES ESTATES CONDOMINIUMS, its addendums and all other instruments affecting the establishment thereof, or the transfer of, or an interest in the CADILLAC NORTH SHORES ESTATES CONDOMINIUM project, the words, phrases, are defined below shall have means respectively ascribed to them in the following sections:

A. The Act means Act. No. 59, of the Public Acts of 1978, as amended, known as the Condominium Act.

B. The Administrator means the Department of Commerce or their authorized designee.

C. Association of Co-Owners or Association means the non-profit corporation organized under Michigan Law of which all co-owners shall be members. This Corporation shall administer, operate, manage and maintain the condominium.

Any action permitted or acquired of the Association shall be exercisable by the Corporation's Board of Directors unless specifically reserved to its members by the condominium documents or the laws of the State of Michigan.

D. Association By Laws means the corporate Bylaws of the CADILLAC NORTH SHORES ESTATES CONDOMINIUMS ASSOCIATION, the Michigan non-profit corporation organized to manage, maintain and administer the condominium project.

E. Master Deed means the condominium documents recording the condominium project to which is attached exhibits and incorporated by reference the approved ByLaws for the project and the approved condominium subdivision plan for the project.

F. Condominium ByLaws means the document setting forth the substantive rights and obligations of the co-owners and is recorded as a part of the Master Deed.

G. Condominium unit means that portion of the project designated and intended for separate ownership and use, as described in this Master Deed.

H. Condominium project means this particular project consisting of one building, four units, if established and approved in accordance with Act. 59 of the Public Acts of 1978, as amended.

I. Condominium Subdivision Plan means the site, survey, and utility plans, floor plans, floodplain plans and sections, as appropriate, showing the existing and proposed structures and improvements including the location thereon on the land. The condominium subdivision plan shall show the size, location, area and horizontal boundaries of each unit as well as vertical boundaries and volume for each unit comprised of enclosed air space. A Number shall be assigned to each unit, the condominium subdivision shall include the nature, location and approximate size of common elements.

J. Common elements means the portions of the condominium project other than the condominium unit.

K. General common elements means common elements other than the limited common elements.

L. Limited common elements means a portion of the common elements reserved in the Master Deed for the exclusive use of less than all of the co-owners.

M. Condominium documents means the Master Deed, recorded pursuant to Act. 59, of the Public Acts of 1978, as amended and any other instrument referred to in the Master Deed or ByLaws which affects the rights and the obligations of a co-owner in the project.

N. Co-Owner means a person, firm, corporation, partnership, association, trust, or other legal entity or combination thereof, who own a condominium unit within the project.

O. Developer is VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, its successors and assigns, which is engaged in the business of developing this condominium project.

WHEREVER reference is made to one gender the same shall include a reference to any and all genders where the same would be appropriate, similarly, wherever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS AND ASSESSMENTS

The common elements of the project are the portion of the condominium project other than the units and are graphically described in Addendum A, attached hereto. Common elements are divided into general and limited and the respective responsibilities for maintenance, repair, decoration and replacements are as follows:

A. GENERAL COMMON ELEMENTS are those common elements to which all of the co-owners have an equal right to access and a duty to maintain repair or replace as a prorate expense to every co-owner (see C below). The general common elements, are as follows:

1. The land described in Article II, hereof, including all private drives, sidewalks;
2. The electrical wiring network throughout the project includin

3. The gas line network throughout the project including that contained within unit walls, up to the point of connection with gas fixtures within any unit.
4. The telephone wiring network throughout the project.
5. The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit.
6. The water distribution systems, sanitary sewer systems and storm drainage systems throughout the project.
7. Foundations, supporting columns, floor construction, chimneys; including windows, and doors therein; roofs, ceilings, and walls shown on Exhibit A.
8. The exterior sprinkler system (if any), rubbish facilities; meters and meter facilities and site lighting timers within the project.
9. The television antenna systems, including sign splitters and electrical outlets up to the point of connection with the television antenna systems in each unit.
10. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within any boundary of any unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. LIMITED COMMON ELEMENTS are those common elements reserved for the use of less than all of the co-owners and are assessed according to the Paragraph 3 below. The limited common areas are as follows:

1. Each patio, porch, deck, privacy yard, balcony in the project is limited in their use to the owner of the unit which opens unto each.
2. The interior surface of each unit perimeter walls (including windows and doors therein) ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of each unit. (Including attic spaces defined in Addendum "A")
3. Garage spaces, which have been specially assigned to the condominium subdivision plan, Addendum A, attached hereto.
4. The furnaces and water heaters shall be limited common elements designated to the unit which they service.
5. The fireplaces shall be limited common elements designated to the unit which they service.

C. ASSESSMENTS OF COMMON ELEMENTS

1. Monthly maintenance assessment: The amount of all common expenses, not a special assessment, shall be assessed monthly by the Association against the condominium units in equal proportion to the number of units in the project. A co-owner shall not be exempt from contributing as provided in this Master Deed by non-use or waiver of the use of any of the common elements or by the abandonment of his unit.
2. Special Assessments: Those expenses included and assessed to maintain, repair or replace, but not covered by the monthly maintenance expenses, are special assessments. Special assessments arise by a result of an extraordinary expense which was larger than the reserve built up for such events. They are payable as follows:
 - a. Expenses associated with the maintenance, repair, renovation, restoration or replacement of limited common elements shall be specially assessed against the unit to which that limited common element was assigned at the time the expenses were incurred.

general and limited common elements described above shall be owned by the Association and assessed by the Association to each co-owner according to the percentage of value assigned to his unit.

3. 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 repair 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

A. Description: Each unit in the project is described in this paragraph with reference to the condominium subdivision plan of the CADILLAC NORTH SHORES ESTATE, as survey by Owen, Ayres & Associates, Inc., of 3773 E. Wackerly Road, Midland, Michigan, Engineers and attached hereto as Addendum A. Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Addendum A hereto and delineated with heavy outlines.

B. Percentage of Value. The four (4) units shall carry equal percentage of value. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration, each co-owner has one vote for every unit owned.

ARTICLE VI

EASEMENTS

A. Reciprocal Easement: To the extent that a condominium unit or common element encroaches on any other unit or common element, whether by reason of any deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist.

B. Maintenance Easement: There shall be easements, to, through and over those portions of land, structures, buildings, improvements and walls (including interior walls) contained therein for the continuing maintenance and repair of all utilities including; light, heat, power, sewer, water and communication in the condominiums.

C. Support Easement: There shall exist easements, or support with respect to any unit interior walls which supports a common element.

D. Developer's Easement: The Developer has a transferable easement over and on the common elements for the purpose of doing all things reasonably necessary and proper in connection therewith, so long as the Developer retains a unit.

ARTICLE VII

EXPANSION

The condominium project establish pursuant to the Master Deed of CADILLAC NORTH SHORES ESTATES CONDOMINIUM and consisting of our (4) units is entered into the first stage of an expansion project to contain in its entity 50 units. Additional units, if any, will be constructed upon all of some of the following portion of land:

(hereinafter referred to as "future development")

A PART OF THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 9 WEST, CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT WHICH IS S 0 DEG 08 MIN 20 SEC W 1555.78 FEET ON THE NORTH - SOUTH 1/4 LINE FROM THE NORTH 1/4 CORNER OF SAID SECTION

THENCE S 0 DEG 08 MIN 20 SEC W 875.89 FEET ON THE NORTH - SOUTH 1/4 LINE;

THENCE S 85 DEG 10 MIN 16 SEC W 314.08 FEET ON A MEANDER LINE OF LAKE CADILLAC;

THENCE N 0 DEG 08 MIN 16 SEC E 277.27 FEET;

THENCE N 89 DEG 51 MIN 44 SEC W 105 FEET;

THENCE N 0 DEG 08 MIN 16 SEC E 245 FEET;

THENCE N 31 DEG 21 MIN 10 SEC E 253.70 FEET;

THENCE N 35 DEG 09 MIN 53 SEC W 195 FEET;

THENCE N 54 DEG 50 MIN 07 SEC E 30.63 FEET ON THE CENTERLINE OF NORTH BOULEVARD;

THENCE N 89 DEG 04 MIN 00 SEC E 58.61 FEET;

THENCE N 54 DEG 50 MIN 07 SEC E 131.69 FEET ON THE SOUTHERLY R.O.W. LINE OF NORTH BOULEVARD;

THENCE S 5 DEG 02 MIN E 74.27 FEET;

THENCE N 89 DEG 04 MIN 00 SEC E 95.40 FEET ON THE NORTH 1/8 LINE;

THENCE S 0 DEG 08 MIN 20 SEC W 20.00 FEET;

THENCE N 89 DEG 04 MIN 00 SEC E 106.00 FEET TO THE POINT OF BEGINNING.

ALSO A PARCEL OF LAND DESCRIBED AS BEGINNING AT A POINT WHICH IS S 0 DEG 08 MIN 20 SEC W 2431.67 FEET ON THE NORTH - SOUTH 1/4 LINE AND S 85 DEG 10 MIN 16 SEC W 662.00 FEET ON A MEANDER LINE OF LAKE CADILLAC AND N 0 DEG 08 MIN 16 SEC E 170 FEET FROM THE N 1/4 CORNER OF SAID SECTION 5, TOWNSHIP 21 NORTH - RANGE 9 WEST;

THENCE N 0 DEG 08 MIN 16 SEC E 574.12 FEET;

THENCE N 54 DEG 50 MIN 07 SEC E 269.08 FEET ON THE CENTERLINE OF NORTH BOULEVARD;

THENCE S 35 DEG 09 MIN 53 SEC W 183.93 FEET;

THENCE S 31 DEG 21 MIN 10 SEC W 153.34 FEET;

THENCE S 0 DEG 08 MIN 16 SEC W 325.07 FEET;

THENCE S 50 DEG 54 MIN 24 SEC W 149.25 FEET;

THENCE N 89 DEG 51 MIN 44 SEC W 90 FEET TO THE POINT OF BEGINNING.

THE SUM OF THE TWO DESCRIPTIONS CONTAINING 10.62 ACRES MORE OR LESS.

Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer, its successors or assigns, from time to time, within a period ending no later than SEPTEMBER 1, 1989, be increased by the addition to this condominium or any portion of the future development and the construction of residential units thereon. The nature appearance and location of all such additional units as may be constructed thereon shall be determined by the Developer in its sole judgment and as may be approved by the City of CADILLAC. Such increase in size of this project shall be given effect by an amendment or amendments to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the discretion of the Developer or its successors and in which the percentage 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(s) to this Master Deed. Such amendment(s) 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 and service the additional parcel or parcels being added to the project by any such amendment(s). In connection with any such amendment(s) Developer shall have the right to change the nature of any common element previously included in the project for any purpose necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any unit that is located on, or planned

interested or to become interested, in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested parties irrevocably appoint the Developer or its successors or assigns, agent and attorney for the purpose of execution of such amendment(s) to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be affected without the necessity or re-recording an entire Master Deed or the exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed, when recorded shall supersede the previously recorded Master Deed and all amendment(s) thereto. Nothing herein contained, however, shall in any way obligate the Developer to enlarge the project beyond the phase established by this Master Deed and the Developer may, in its succession, establish all or a portion of said future development, as a rental development, a separate condominium project(s) 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 project all or any portion of the area of future development described in this Article nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements therein in any specific locations.

ARTICLE VIII

AMENDMENT OF THE MASTER DEED

An amendment to any recorded condominium document is effective upon recording. However, the types of amendment(s) that may be made are restricted by the limitations and reservations contained in the document to be amended. A condominium document may be amended without the consent of the co-owners or mortgagees if the amendment will not materially alter or change the rights of co-owners or mortgagees and the document reserves to the Developer or the Association the right to amend for that purpose(s).

Unless the condominium documents require a greater percentage for enumerated matters, recorded documents may be amended, even if the amendment(s) will materially alter or change the rights of co-owner, mortgagees, with the consent of not less than 2/3rds of the votes of the co-owners and the mortgagees. A mortgagee may cast one vote for each mortgage held. An amendment altering the method or formula for determining percentage of value concerning the right of a co-owner to rent a unit or modify the dimensions or appurtenant limited common elements of a co-owner's unit may not be made without the consent of each affected co-owner and mortgagee. Co-Owners and mortgagees of record must be notified of any proposed amendment(s) ten (10) days before they are recorded. A copy of each recorded amendment(s) must be delivered to each co-owner.

Developer Right to Amend: The documents may be amended for a proper purpose, by the Developer, without consent of co-owners, mortgagees, and other interested parties, including the modification of the types and sizes of unsold units and their appurtenants limited common elements as long as the amendments do not materially alter or change the rights of co-owners and interested parties.

ARTICLE IX

TERMINATION OF THE PROJECT

Developer's Unilateral Termination: If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the project. A termination under this section shall become effective upon the recordation thereof if executed by the Developer.

Co-owner Termination: If there is a co-owner other than Developer, then the condominium project shall be terminated only by the agreement, of the Developer and unaffiliated co-owner of the condominiums units to which four-fifths of the vote in the Association of Co-Owners appertain.

ARTICLE X

COMPLIANCE

THIS MASTER DEED IS SET FORTH IN COMPLIANCE WITH THE REQUIREMENTS OF ACT. NO. 284 OF THE PUBLIC ACTS OF MICHIGAN, OF 1972, AS AMENDED, ACT. NO. 59, OF THE PUBLIC ACTS OF MICHIGAN, OF 1978, AS AMENDED, AND WITH THE DULY RECORDED MASTER DEED OF THE CONDOMINIUM AND ADDENDUMS A AND B ATTACHED HERETO.

IN CASE THESE ARE CONFLICTING WITH THE PROVISIONS OF SAID STATUTES, OR WITH THE PROVISIONS OF SAID MASTER DEED, OR THE EXHIBITS THEREOF, THE PROVISIONS OF THE STATUTES AND SAID MASTER DEED SHALL BE CONTROLLING.

DATED THIS 9th DAY OF DECEMBER, 1983.

WITNESSETH:

SIGNED:

Robert B. Whittaker
ROBERT B. WHITTAKER

VENTURE DEVELOPMENT COMPANY, INC.,
a Michigan Corporation;

BY: Lawrence E. Sweere
LAWRENCE E. SWEERE
ITS: PRESIDENT

C. Shirlee Getgood
C. SHIRLEE GETGOOD

STATE OF MICHIGAN, COUNTY OF MIDLAND, SS:

On this 9th day of December, 1983, before me personally appeared the above-named LAWRENCE E. SWEERE, who being by me duly sworn, did say that he is the President of VENTURE DEVELOPMENT COMPANY, INC., and which he executed the within instrument, he signed on behalf of the corporation by authority of its board of directors, and said LAWRENCE E. SWEERE, acknowledged that said instrument is his free act and deed on behalf of said corporation.

C. Shirlee Getgood
C. SHIRLEE GETGOOD, NOTARY PUBLIC
MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 1/15/85

All amendments to the Master Deed and Bylaws (Addendum "B" to the Master Deed) of Cadillac North Shores Estates Condominium as hereinabove indicated, upon being recorded in the Office of the Register of Deeds in Wexford County, shall replace and supersede the corresponding provisions and elements of the Master Deed as originally recorded and amended in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Amendments. In all other respects, other than as hereinabove indicated, the original Master Deed of Cadillac North Shores Estates Condominium as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Amendments is fully ratified, confirmed and re-declared.

BY: Edward H. Proctor
Edward H. Proctor, President
Cadillac North Shore Condominium Association

DATE: December 8, 1995

WITNESSETH:

George A. Cousins
George A. Cousins

Patricia A. Cousins
Patricia A. Cousins

Prepared by
Edward H. Proctor
140 North Shore Dr.
Cadillac, Mi 49601

STATE OF MICHIGAN, COUNTY OF WEXFORD, SS:

On this 8th day of December, 1995, before me personally appeared Edward H. Proctor, to me personally known, who being sworn by me, did say that he is the President of Cadillac North Shore Condominium Association, a Michigan Corporation, and that this instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the Condominium Bylaws, and that said Edward H. Proctor acknowledged said instrument to be the free act and deed of said Corporation.

H. E. Uptegraft
(Signature)
H. E. Uptegraft

Notary Public, County of Wexford, State of Michigan.

My commission expires on May 25, 1998.

367-857

RECEIVED

1999 JUN -4 PM 8:47

Linda Loughmiller
WEXFORD COUNTY, MI
REGISTRAR OF DEEDS

TWELFTH AMENDMENT TO THE MASTER DEED
of
CADILLAC NORTH SHORE CONDOMINIUM

VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, of P.O. Box 2022, Midland, Michigan 48641-2022, being the Developer of CADILLAC NORTH SHORE CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 282, pages 420 through 451, Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. Two (2), hereby amends the Master Deed, and for the following purposes:

AMEND ARTICLE I: The condominium project shall be known as CADILLAC NORTH SHORE CONDOMINIUM, a project established according to Act 59 of the Public Acts of 1978, as amended. The nine (9) buildings, thirty-one (31) Units contained in the first, second, third, fourth, fifth, sixth, seventh, eighth, and eleventh phases shall be expanded to ten (10) residential buildings, thirty-four (34) Units, and one (1) existing non-residential building designated the Clubhouse, by this Twelfth Amendment to the Master Deed.

AMEND ARTICLE II: The purpose of this Twelfth Amendment is to increase the number of buildings/Units to eleven (11) buildings consisting of ten (10) residential buildings with thirty-four (34) Units and one (1) non-residential building designated the Clubhouse, and to amend the Legal Description of Article II of the original Master Deed, as previously amended by the Eleventh Amendment, said Legal Description to be as follows:

City of Cadillac, County of Wexford, State of Michigan:

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as beginning at a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line;

Thence S 00 DEG 08 MIN 20 SEC W	875.89 feet on the North - South 1/4 Line;
Thence S 85 DEG 10 MIN 18 SEC W	882.00 feet on a meander line of Lake
Cadillac from the North 1/4 corner of said Section 5;	
Thence N 00 DEG 08 MIN 16 SEC E	303.00 feet;
Thence N 52 DEG 59 MIN 55 SEC E	258.22 feet;
Thence N	95.50 feet;
Thence N 89 DEG 51 MIN 44 SEC W	80.00 feet;
Thence N 00 DEG 08 MIN 18 SEC E	278.87 feet;
Thence N 54 DEG 50 MIN 07 SEC E	185.18 feet on the centerline of North
Boulevard;	
Thence S 35 DEG 09 MIN 53 SEC E	115.49 feet;
Thence S 80 DEG 00 MIN 00 SEC E	89.00 feet;

367 PAGE 858

Thence N 07 DEG 26 MIN 28 SEC W	138.00 feet;
Thence N 54 DEG 50 MIN 07 SEC E	90.10 feet;
Thence S 05 DEG 02 MIN 00 SEC E	74.27 feet;
Thence N 89 DEG 04 MIN 00 SEC E	95.40 feet;
Thence S 00 DEG 08 MIN 20 SEC W	20.00 feet;
Thence N 89 DEG 04 MIN 00 SEC E	108.00 feet to the point of beginning;

containing 11.57 acres more or less.

AMEND ARTICLE III (H): This condominium project means this particular project consisting of ten (10) residential buildings, thirty-four (34) Units, and one (1) non-residential Clubhouse building, and in its entirety may be expanded to twelve (12) residential buildings, forty-five (45) Units, and one non-residential Clubhouse building, if established and approved in accordance with Act 59 of the Public Acts of 1978, as amended.

AMEND ARTICLE IV (A) - GENERAL COMMON ELEMENTS: GENERAL COMMON ELEMENTS are those Common Elements to which all of the Co-owners have an equal right to access and/or a duty to maintain, repair, or replace as an expense shared by every Co-owner in accordance with Paragraph C-1 below. The GENERAL COMMON ELEMENTS are as follows:

1. The land and the entire non-residential Clubhouse building described in Article II hereof, including all private drives and sidewalks.
2. Residential building foundations and supporting columns; floor, ceiling, and wall construction; exterior siding and trim; roofs; chimneys.
3. The electrical wiring network throughout the Project, including that contained within Unit walls, ceilings, and floors, up to the point of connection with electrical outlets or fixtures within each Unit.
4. The gas line network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with gas fixtures or appliances within each Unit.
5. The plumbing network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with plumbing fixtures within each Unit.
6. The telephone wiring network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with phone jack outlets within each Unit.
7. The television antenna systems and cable wiring network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with television jack outlets within each Unit.
8. The water distribution systems, sanitary sewer systems, and storm drainage systems throughout the Project, including sump pumps and controls.
9. Docks, lawn sprinkler system including controls, utility meters and meter facilities, signs, and site lighting including timers.
10. Such other elements of the Project, not herein designated as GENERAL or LIMITED COMMON ELEMENTS, which are not enclosed within the boundaries of any residential Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

AMEND ARTICLE V (B) - PERCENTAGE OF VALUE: The percentage of value assigned to each residential Unit is determined by the proportion that the square feet of each Unit bears to the total square feet of all constructed residential Units in the project. The percentage of value determines each respective Co-owner's proportionate share in the common elements of the condominium only. Each Unit shall have one (1) vote and shall share equally in the proceeds and expenses of administration.

SCHEDULE FOR AMENDED PERCENTAGE OF VALUE:

BUILDING 1				BUILDING 7			
Unit 1	2090.90	sq. ft.	3.08%	Unit 30	2297.60	sq. ft.	3.40%
Unit 2	2217.28	sq. ft.	3.28%	Unit 31	2267.00	sq. ft.	3.35%
Unit 3	2079.63	sq. ft.	3.08%	Unit 32	2480.00	sq. ft.	3.64%
Unit 4	2633.50	sq. ft.	3.90%				
BUILDING 2				BUILDING 8			
Unit 5	1865.40	sq. ft.	2.76%	Unit 34	2295.00	sq. ft.	3.39%
Unit 6	2010.80	sq. ft.	2.97%	Unit 35	1631.80	sq. ft.	2.41%
Unit 7	2081.80	sq. ft.	3.08%	Unit 36	1889.00	sq. ft.	2.79%
Unit 8	1865.40	sq. ft.	2.76%				
BUILDING 4				BUILDING 9			
Unit 17	2217.34	sq. ft.	3.28%	Unit 38	2290.00	sq. ft.	3.39%
Unit 18	1865.92	sq. ft.	2.46%	Unit 39	1788.80	sq. ft.	2.62%
Unit 19	1360.00	sq. ft.	2.01%	Unit 40	1958.10	sq. ft.	2.89%
Unit 20	2045.74	sq. ft.	3.03%				
BUILDING 5				BUILDING 10			
Unit 21	1453.64	sq. ft.	2.15%	Unit 41	1955.89	sq. ft.	2.89%
Unit 22	1698.64	sq. ft.	2.51%	Unit 42	1788.56	sq. ft.	2.62%
Unit 23	1716.77	sq. ft.	2.54%	Unit 43	1955.89	sq. ft.	2.89%
Unit 24	1453.64	sq. ft.	2.15%				
BUILDING 6				BUILDING 11			
Unit 25	2273.00	sq. ft.	3.38%	Unit 47	2580.00	sq. ft.	3.82%
Unit 26	1771.00	sq. ft.	2.62%				
Unit 27	1771.00	sq. ft.	2.62%				
Unit 28	1771.00	sq. ft.	2.62%				
Unit 29	2455.00	sq. ft.	3.63%				
				TOTAL ALL 10 RESIDENTIAL BUILDINGS			
				34 Units	87610.2	sq. ft.	100.00%

AMEND ARTICLE VII - EXPANSION: The condominium project established pursuant to the Master Deed and consisting of thirty-one (31) residential Units at present and being amended to consist of thirty-four (34) residential Units and one (1) non-residential Clubhouse, is entered into by this Twelfth Amendment to the Master Deed, which in its entirety may include forty-five (45) residential Units. Additional Units, if any, will be constructed upon all or some of the following portion of land:

City of Cadillac, Wexford County, Michigan, to wit:

367 PAGE 560

PARCEL 1

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as a point which is S 00 DEG 08 MIN 20 SEC W 2431.87 feet on the North - South 1/4 Line, thence S 85 DEG 10 MIN 18 SEC W 882.00 feet on a meander line of Lake Cadillac from the North 1/4 corner of said Section 5, thence N 00 DEG 08 MIN 16 SEC E 303.00 feet to the point of beginning;

Thence N 62 DEG 59 MIN 55 SEC E	258.22 feet;
Thence N	85.50 feet;
Thence N 89 DEG 51 MIN 44 SEC W	80.00 feet;
Thence N 00 DEG 08 MIN 16 SEC E	278.87 feet;
Thence S 54 DEG 50 MIN 07 SEC W	153.82 feet;
Thence S 00 DEG 08 MIN 16 SEC W	441.12 feet to the point of beginning; and

PARCEL 2

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line, thence S 89 DEG 04 MIN 00 SEC W 108.00 feet, thence N 00 DEG 08 MIN 20 SEC E 20.00 feet, thence S 89 DEG 04 MIN 00 SEC W 95.40 feet, thence N 05 DEG 02 MIN 00 SEC W 74.27 feet, thence S 54 DEG 50 MIN 07 SEC W 90.10 to the point of beginning;

Thence S 54 DEG 50 MIN 07 SEC W	41.58 feet;
Thence S 89 DEG 04 MIN 00 SEC W	58.61 feet;
Thence S 54 DEG 50 MIN 07 SEC W	30.63 feet;
Thence S 35 DEG 09 MIN 53 SEC E	115.48 feet;
Thence S 80 DEG 00 MIN 00 SEC E	69.00 feet;
Thence N 07 DEG 26 MIN 28 SEC W	138.00 feet to the point of beginning.

Parcels 1 and 2 contain 2.15 acres more or less.

Hereinafter, all documents relating to the expansion of CADILLAC NORTH SHORE CONDOMINIUM shall be referred to as "future development."

AMEND ADDENDUM "A" to the MASTER DEED:

Amended Sheets MD-1, MD-2, MD-3, and Added Sheets MD-47A, MD-47B, MD-47C, MD-48, MD-49, MD-50, MD-51, MD-52, and MD-53 of the Condominium Subdivision Plan of CADILLAC NORTH SHORE CONDOMINIUM as attached hereto, shall upon being recorded in the office of Wexford County Register of Deeds, replace and supersede Sheets MD-1, MD-2, MD-3, and add Sheets MD-47A, MD-47B, MD-47C, MD-48, MD-49, MD-50, MD-51, MD-52, and MD-53 to the condominium project as previously recorded, and the original sheets MD-1, MD-2, and MD-3 shall be of no further use, force and effect.

The legal description of the condominium property, contained on this Amended Sheet No. MD-1, shall replace and supersede the description of said project as contained on Sheet No. MD-1 of the original Master Deed, Addendum "A", and the Amended Sheet No. MD-1 of the First Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Second Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Third Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Fourth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Fifth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Sixth

Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Seventh Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Eighth Amendment to the Master Deed, Addendum "A", and the Amended Sheet No. MD-1 of the Eleventh Amendment to the Master Deed, Addendum "A".

ALL AMENDMENTS TO THE MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM AS HEREINABOVE INDICATED, UPON BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN WEXFORD COUNTY, SHALL REPLACE AND SUPERSEDE THE CORRESPONDING PROVISIONS AND ELEMENTS OF THE ORIGINAL MASTER DEED AS PREVIOUSLY AMENDED AND RECORDED. IN ALL OTHER RESPECTS, OTHER THAN AS HEREINABOVE INDICATED, THE ORIGINAL MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM, THE BY-LAWS, AND THE CONDOMINIUM SUBDIVISION PLAN, AS PREVIOUSLY AMENDED AND RECORDED, ARE FULLY RATIFIED, CONFIRMED AND RE-DECLARED.

DATE: June 4, 1999

VENTURE DEVELOPMENT COMPANY, INC.
a Michigan Corporation

WITNESSETH:

BY: *L. E. Sweebe*
L. E. SWEEBE, President

James Breen
JAMES BREEN

Michelle Draves
MICHELLE DRAVES

STATE OF MICHIGAN, COUNTY OF MIDLAND, SS:

On this 4th day of June, 1999, before me personally appeared L. E. SWEEBE, to me personally known who being by me sworn, did say that he is the President of VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, and that said Instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said L. E. SWEEBE acknowledged said instrument to be the free act and deed of said Corporation.

Prepared by:
VENTURE DEVELOPMENT COMPANY, INC.
P. O. BOX 2022
MIDLAND, MI. 48840-2022
(517) 496-3480

Diana K. Dean
DIANA DEAN
NOTARY PUBLIC
MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 7/14/99

DIANA K. DEAN
Notary Public, Midland County, Michigan
My Commission Expires July 14, 1999

PROPERTY DESCRIPTION

WEXFORD COUNTY CONDOMINIUM
SUBDIVISION PLAN NUMBER 2

APPENDUM A TO THE TWELFTH AMENDMENT OF THE MASTER DEED OF

CADILLAC NORTH SHORE CONDOMINIUM
CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN

DEVELOPER

VENTURE DEVELOPMENT COMPANY, INC.
P.O. BOX 2022
MIDLAND, MICHIGAN 48840

ARCHITECT & ENGINEER

HELGER CONSTRUCTION CO. INC.
P.O. BOX 2022
MIDLAND, MICHIGAN 48840

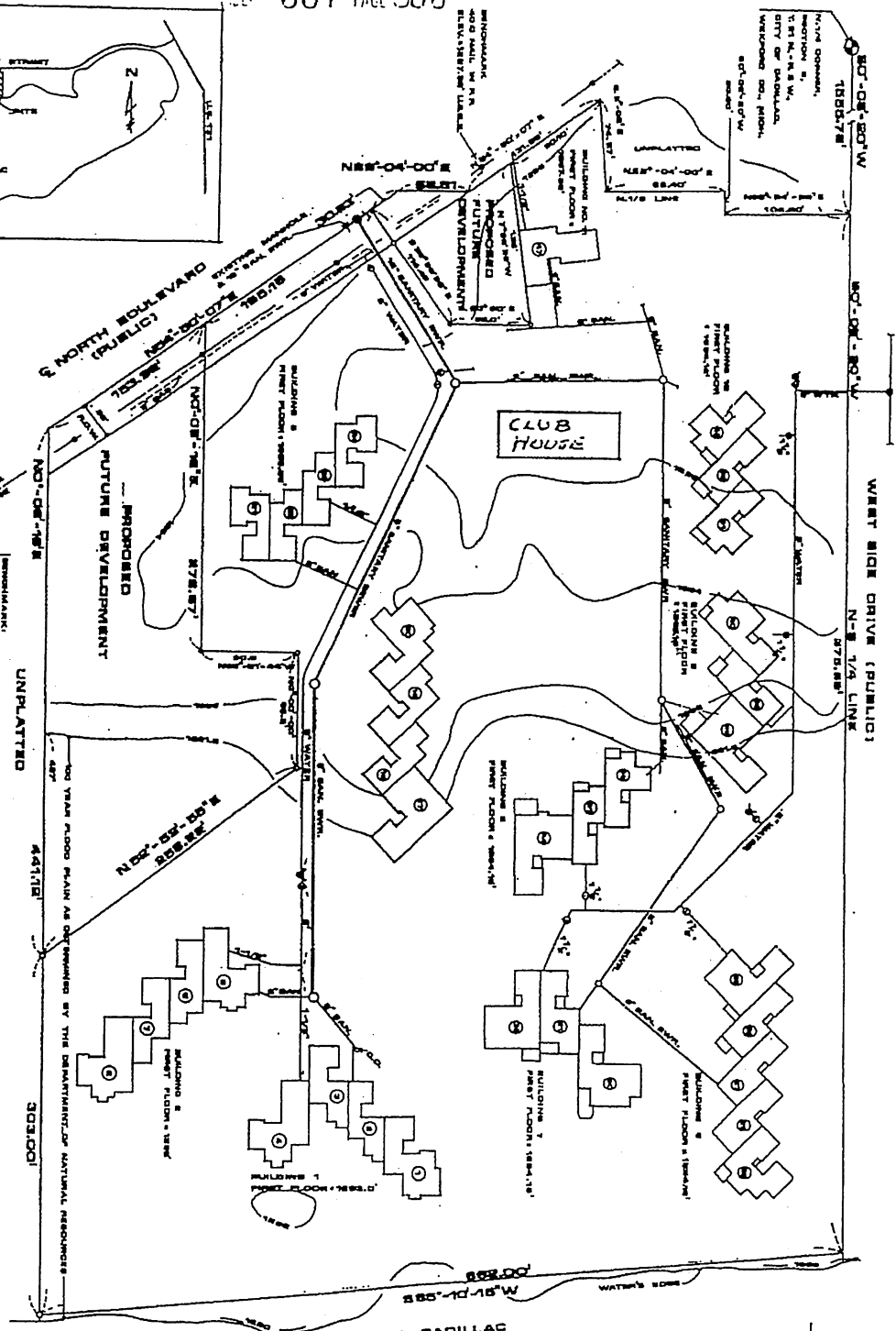
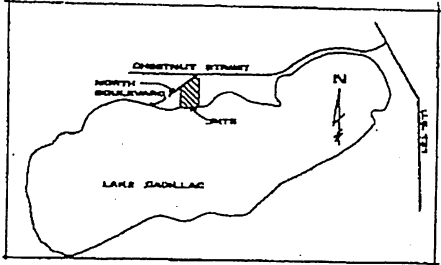
NOTE: THE CITY OF CADILLAC HAS REVIEWED THE CONDOMINIUM PLAN AND HAS GRANTED A PERMIT FOR THE CONDOMINIUM PLAN. THE CITY OF CADILLAC DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF CADILLAC IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE CONDOMINIUM. THE CITY OF CADILLAC IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF THE CONDOMINIUM BY-LAW. THE CITY OF CADILLAC IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF THE CONDOMINIUM DEED.

SHEET INDEX

NO.	COVER SHEET	NO.	CONDOMINIUM PLAN
NO-01	COVER SHEET	NO-01	CONDOMINIUM PLAN
NO-02	CONDOMINIUM PLAN	NO-02	CONDOMINIUM PLAN
NO-03	CONDOMINIUM PLAN	NO-03	CONDOMINIUM PLAN
NO-04	CONDOMINIUM PLAN	NO-04	CONDOMINIUM PLAN
NO-05	CONDOMINIUM PLAN	NO-05	CONDOMINIUM PLAN
NO-06	CONDOMINIUM PLAN	NO-06	CONDOMINIUM PLAN
NO-07	CONDOMINIUM PLAN	NO-07	CONDOMINIUM PLAN
NO-08	CONDOMINIUM PLAN	NO-08	CONDOMINIUM PLAN
NO-09	CONDOMINIUM PLAN	NO-09	CONDOMINIUM PLAN
NO-10	CONDOMINIUM PLAN	NO-10	CONDOMINIUM PLAN
NO-11	CONDOMINIUM PLAN	NO-11	CONDOMINIUM PLAN
NO-12	CONDOMINIUM PLAN	NO-12	CONDOMINIUM PLAN
NO-13	CONDOMINIUM PLAN	NO-13	CONDOMINIUM PLAN
NO-14	CONDOMINIUM PLAN	NO-14	CONDOMINIUM PLAN
NO-15	CONDOMINIUM PLAN	NO-15	CONDOMINIUM PLAN
NO-16	CONDOMINIUM PLAN	NO-16	CONDOMINIUM PLAN
NO-17	CONDOMINIUM PLAN	NO-17	CONDOMINIUM PLAN
NO-18	CONDOMINIUM PLAN	NO-18	CONDOMINIUM PLAN
NO-19	CONDOMINIUM PLAN	NO-19	CONDOMINIUM PLAN
NO-20	CONDOMINIUM PLAN	NO-20	CONDOMINIUM PLAN
NO-21	CONDOMINIUM PLAN	NO-21	CONDOMINIUM PLAN
NO-22	CONDOMINIUM PLAN	NO-22	CONDOMINIUM PLAN
NO-23	CONDOMINIUM PLAN	NO-23	CONDOMINIUM PLAN
NO-24	CONDOMINIUM PLAN	NO-24	CONDOMINIUM PLAN
NO-25	CONDOMINIUM PLAN	NO-25	CONDOMINIUM PLAN
NO-26	CONDOMINIUM PLAN	NO-26	CONDOMINIUM PLAN
NO-27	CONDOMINIUM PLAN	NO-27	CONDOMINIUM PLAN
NO-28	CONDOMINIUM PLAN	NO-28	CONDOMINIUM PLAN
NO-29	CONDOMINIUM PLAN	NO-29	CONDOMINIUM PLAN
NO-30	CONDOMINIUM PLAN	NO-30	CONDOMINIUM PLAN
NO-31	CONDOMINIUM PLAN	NO-31	CONDOMINIUM PLAN
NO-32	CONDOMINIUM PLAN	NO-32	CONDOMINIUM PLAN
NO-33	CONDOMINIUM PLAN	NO-33	CONDOMINIUM PLAN
NO-34	CONDOMINIUM PLAN	NO-34	CONDOMINIUM PLAN
NO-35	CONDOMINIUM PLAN	NO-35	CONDOMINIUM PLAN
NO-36	CONDOMINIUM PLAN	NO-36	CONDOMINIUM PLAN
NO-37	CONDOMINIUM PLAN	NO-37	CONDOMINIUM PLAN
NO-38	CONDOMINIUM PLAN	NO-38	CONDOMINIUM PLAN
NO-39	CONDOMINIUM PLAN	NO-39	CONDOMINIUM PLAN
NO-40	CONDOMINIUM PLAN	NO-40	CONDOMINIUM PLAN
NO-41	CONDOMINIUM PLAN	NO-41	CONDOMINIUM PLAN
NO-42	CONDOMINIUM PLAN	NO-42	CONDOMINIUM PLAN
NO-43	CONDOMINIUM PLAN	NO-43	CONDOMINIUM PLAN
NO-44	CONDOMINIUM PLAN	NO-44	CONDOMINIUM PLAN
NO-45	CONDOMINIUM PLAN	NO-45	CONDOMINIUM PLAN
NO-46	CONDOMINIUM PLAN	NO-46	CONDOMINIUM PLAN
NO-47	CONDOMINIUM PLAN	NO-47	CONDOMINIUM PLAN
NO-48	CONDOMINIUM PLAN	NO-48	CONDOMINIUM PLAN
NO-49	CONDOMINIUM PLAN	NO-49	CONDOMINIUM PLAN
NO-50	CONDOMINIUM PLAN	NO-50	CONDOMINIUM PLAN
NO-51	CONDOMINIUM PLAN	NO-51	CONDOMINIUM PLAN
NO-52	CONDOMINIUM PLAN	NO-52	CONDOMINIUM PLAN
NO-53	CONDOMINIUM PLAN	NO-53	CONDOMINIUM PLAN
NO-54	CONDOMINIUM PLAN	NO-54	CONDOMINIUM PLAN
NO-55	CONDOMINIUM PLAN	NO-55	CONDOMINIUM PLAN
NO-56	CONDOMINIUM PLAN	NO-56	CONDOMINIUM PLAN
NO-57	CONDOMINIUM PLAN	NO-57	CONDOMINIUM PLAN
NO-58	CONDOMINIUM PLAN	NO-58	CONDOMINIUM PLAN
NO-59	CONDOMINIUM PLAN	NO-59	CONDOMINIUM PLAN
NO-60	CONDOMINIUM PLAN	NO-60	CONDOMINIUM PLAN
NO-61	CONDOMINIUM PLAN	NO-61	CONDOMINIUM PLAN
NO-62	CONDOMINIUM PLAN	NO-62	CONDOMINIUM PLAN
NO-63	CONDOMINIUM PLAN	NO-63	CONDOMINIUM PLAN
NO-64	CONDOMINIUM PLAN	NO-64	CONDOMINIUM PLAN
NO-65	CONDOMINIUM PLAN	NO-65	CONDOMINIUM PLAN
NO-66	CONDOMINIUM PLAN	NO-66	CONDOMINIUM PLAN
NO-67	CONDOMINIUM PLAN	NO-67	CONDOMINIUM PLAN
NO-68	CONDOMINIUM PLAN	NO-68	CONDOMINIUM PLAN
NO-69	CONDOMINIUM PLAN	NO-69	CONDOMINIUM PLAN
NO-70	CONDOMINIUM PLAN	NO-70	CONDOMINIUM PLAN
NO-71	CONDOMINIUM PLAN	NO-71	CONDOMINIUM PLAN
NO-72	CONDOMINIUM PLAN	NO-72	CONDOMINIUM PLAN
NO-73	CONDOMINIUM PLAN	NO-73	CONDOMINIUM PLAN
NO-74	CONDOMINIUM PLAN	NO-74	CONDOMINIUM PLAN
NO-75	CONDOMINIUM PLAN	NO-75	CONDOMINIUM PLAN
NO-76	CONDOMINIUM PLAN	NO-76	CONDOMINIUM PLAN
NO-77	CONDOMINIUM PLAN	NO-77	CONDOMINIUM PLAN
NO-78	CONDOMINIUM PLAN	NO-78	CONDOMINIUM PLAN
NO-79	CONDOMINIUM PLAN	NO-79	CONDOMINIUM PLAN
NO-80	CONDOMINIUM PLAN	NO-80	CONDOMINIUM PLAN
NO-81	CONDOMINIUM PLAN	NO-81	CONDOMINIUM PLAN
NO-82	CONDOMINIUM PLAN	NO-82	CONDOMINIUM PLAN
NO-83	CONDOMINIUM PLAN	NO-83	CONDOMINIUM PLAN
NO-84	CONDOMINIUM PLAN	NO-84	CONDOMINIUM PLAN
NO-85	CONDOMINIUM PLAN	NO-85	CONDOMINIUM PLAN
NO-86	CONDOMINIUM PLAN	NO-86	CONDOMINIUM PLAN
NO-87	CONDOMINIUM PLAN	NO-87	CONDOMINIUM PLAN
NO-88	CONDOMINIUM PLAN	NO-88	CONDOMINIUM PLAN
NO-89	CONDOMINIUM PLAN	NO-89	CONDOMINIUM PLAN
NO-90	CONDOMINIUM PLAN	NO-90	CONDOMINIUM PLAN
NO-91	CONDOMINIUM PLAN	NO-91	CONDOMINIUM PLAN
NO-92	CONDOMINIUM PLAN	NO-92	CONDOMINIUM PLAN
NO-93	CONDOMINIUM PLAN	NO-93	CONDOMINIUM PLAN
NO-94	CONDOMINIUM PLAN	NO-94	CONDOMINIUM PLAN
NO-95	CONDOMINIUM PLAN	NO-95	CONDOMINIUM PLAN
NO-96	CONDOMINIUM PLAN	NO-96	CONDOMINIUM PLAN
NO-97	CONDOMINIUM PLAN	NO-97	CONDOMINIUM PLAN
NO-98	CONDOMINIUM PLAN	NO-98	CONDOMINIUM PLAN
NO-99	CONDOMINIUM PLAN	NO-99	CONDOMINIUM PLAN
NO-100	CONDOMINIUM PLAN	NO-100	CONDOMINIUM PLAN

NOTE:

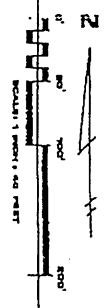
REV. JULY 20, 1999
REVISED PART 16, 1999



EXISTING UTILITIES ARE SHOWN AS DOTTED LINES. ALL UTILITIES ARE TO BE RELOCATED TO THE INTERIOR OF THE LOTS. THE CITY OF CADILLAC HAS THE RIGHT OF WAY FOR THE UTILITIES TO BE RELOCATED TO THE INTERIOR OF THE LOTS.

ALL UTILITIES ARE TO BE RELOCATED TO THE INTERIOR OF THE LOTS. THE CITY OF CADILLAC HAS THE RIGHT OF WAY FOR THE UTILITIES TO BE RELOCATED TO THE INTERIOR OF THE LOTS. THE CITY OF CADILLAC HAS THE RIGHT OF WAY FOR THE UTILITIES TO BE RELOCATED TO THE INTERIOR OF THE LOTS.

- LEGEND**
- EXISTING UTILITIES
 - PROPOSED UTILITIES
 - 100 YEAR FLOOD PLAIN
 - UNPLATTED
 - FUTURE DEVELOPMENT
 - PROPOSED FUTURE DEVELOPMENT
 - CONDOMINIUM PROPERTY

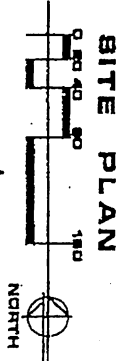
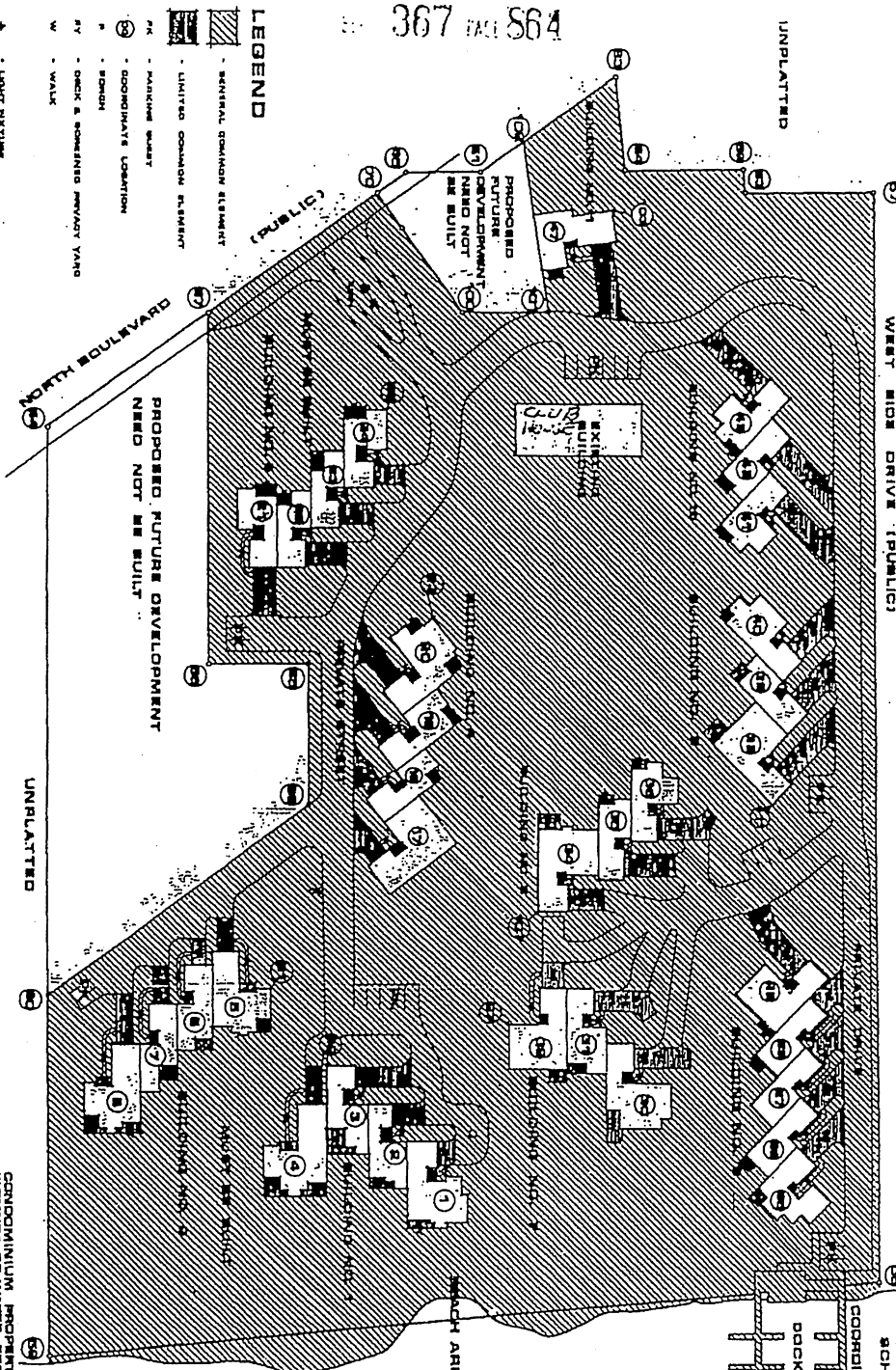


**SURVEY, UTILITY, AND FLOODPLAIN PLAN
CADILLAC NORTH SHORE CONDOMINIUM**

DATE: 7-20-88
 BY: J.S.B.
 CHECKED: J.S.B.
 TITLE: MB-2

367 CASE 564

- LEGEND**
- ▨ - GENERAL COMMON ELEMENT
 - ▨ - LIMITED COMMON ELEMENT
 - ⊙ - MANUFACTURE SHED
 - ⊙ - DOMESTIC LOCATION
 - ⊙ - SCHOOL
 - ⊙ - DECK & SCREENED PRIVATE YARD
 - W - WALK
 - ⊕ - LIGHT FIXTURE
 - ⊕ - FIRE PROTECTANT
 - ⊕ - UNIT NUMBERING
 - ⊕ - UNIT NUMBERING
 - ⊕ - UNIT NUMBERING



- PRIVATE STREETS ARE TYPICALLY 30' WIDE
- THE NUMBERED SPACES IN THE UNCOVERED MARKING PLACES IN THE BALANCE OF THE LOT ARE ASSIGNED TO THAT PLACE
- ALL DRIVE AND UNDERGROUND MARKING PLACES ARE 30' WIDE TYPICALLY
- THE 300 YARD FLOOD PLAIN IS AT ELEVATION 187.1' - 188.2' STREET NO. 9 FROM CENTER OF THE WATERING PLACE PLAIN

SCHEDULE OF COORDINATES

COORDINATE POINT	NORTH	EAST
1	4881.0000	4880.0000
2	4881.0000	4881.0000
3	4881.0000	4882.0000
4	4881.0000	4883.0000
5	4881.0000	4884.0000
6	4881.0000	4885.0000
7	4881.0000	4886.0000
8	4881.0000	4887.0000
9	4881.0000	4888.0000
10	4881.0000	4889.0000
11	4881.0000	4890.0000
12	4881.0000	4891.0000
13	4881.0000	4892.0000
14	4881.0000	4893.0000
15	4881.0000	4894.0000
16	4881.0000	4895.0000
17	4881.0000	4896.0000
18	4881.0000	4897.0000
19	4881.0000	4898.0000
20	4881.0000	4899.0000
21	4881.0000	4900.0000
22	4881.0000	4901.0000
23	4881.0000	4902.0000
24	4881.0000	4903.0000
25	4881.0000	4904.0000
26	4881.0000	4905.0000
27	4881.0000	4906.0000
28	4881.0000	4907.0000
29	4881.0000	4908.0000
30	4881.0000	4909.0000
31	4881.0000	4910.0000
32	4881.0000	4911.0000
33	4881.0000	4912.0000
34	4881.0000	4913.0000
35	4881.0000	4914.0000
36	4881.0000	4915.0000
37	4881.0000	4916.0000
38	4881.0000	4917.0000
39	4881.0000	4918.0000
40	4881.0000	4919.0000
41	4881.0000	4920.0000
42	4881.0000	4921.0000
43	4881.0000	4922.0000
44	4881.0000	4923.0000
45	4881.0000	4924.0000
46	4881.0000	4925.0000
47	4881.0000	4926.0000
48	4881.0000	4927.0000
49	4881.0000	4928.0000
50	4881.0000	4929.0000
51	4881.0000	4930.0000
52	4881.0000	4931.0000
53	4881.0000	4932.0000
54	4881.0000	4933.0000
55	4881.0000	4934.0000
56	4881.0000	4935.0000
57	4881.0000	4936.0000
58	4881.0000	4937.0000
59	4881.0000	4938.0000
60	4881.0000	4939.0000
61	4881.0000	4940.0000
62	4881.0000	4941.0000
63	4881.0000	4942.0000
64	4881.0000	4943.0000
65	4881.0000	4944.0000
66	4881.0000	4945.0000
67	4881.0000	4946.0000
68	4881.0000	4947.0000
69	4881.0000	4948.0000
70	4881.0000	4949.0000
71	4881.0000	4950.0000
72	4881.0000	4951.0000
73	4881.0000	4952.0000
74	4881.0000	4953.0000
75	4881.0000	4954.0000
76	4881.0000	4955.0000
77	4881.0000	4956.0000
78	4881.0000	4957.0000
79	4881.0000	4958.0000
80	4881.0000	4959.0000
81	4881.0000	4960.0000
82	4881.0000	4961.0000
83	4881.0000	4962.0000
84	4881.0000	4963.0000
85	4881.0000	4964.0000
86	4881.0000	4965.0000
87	4881.0000	4966.0000
88	4881.0000	4967.0000
89	4881.0000	4968.0000
90	4881.0000	4969.0000
91	4881.0000	4970.0000
92	4881.0000	4971.0000
93	4881.0000	4972.0000
94	4881.0000	4973.0000
95	4881.0000	4974.0000
96	4881.0000	4975.0000
97	4881.0000	4976.0000
98	4881.0000	4977.0000
99	4881.0000	4978.0000
100	4881.0000	4979.0000
101	4881.0000	4980.0000
102	4881.0000	4981.0000
103	4881.0000	4982.0000
104	4881.0000	4983.0000
105	4881.0000	4984.0000
106	4881.0000	4985.0000
107	4881.0000	4986.0000
108	4881.0000	4987.0000
109	4881.0000	4988.0000
110	4881.0000	4989.0000
111	4881.0000	4990.0000

REV 1/09/16
 REV 4/11/16
 REV 1/18/17
 REV 1/25/17
 REV 1/25/17
 REV 4/18/18

MD-3

CADILLAC NORTH SHORES ESTATES CONDOMINIUM

AMENDMENTS TO ARTICLE I, ARTICLE IV-C, ARTICLE V-B, AND ADDENDUM "B" (BYLAWS) OF THE MASTER DEED

The Co-owners of Cadillac North Shores Estates Condominium, in a Special Meeting held August 12, 1995, did approve, by the affirmative vote of more than two-thirds of the Co-owners, and in compliance with the requirements of the Condominium Bylaws and the laws of the State of Michigan, amendments to Article I, Article IV-C, Article V-B, and Addendum "B" (Bylaws) of the Master Deed of Cadillac North Shores Estates Condominium. Accordingly, Cadillac North Shore Condominium Association (formerly Cadillac North Shores Estates Condominium Association) does hereby amend the Master Deed of Cadillac North Shores Estates Condominium for the following purposes:

Amend Article I to change the name of the Condominium as follows:

"The Condominium project shall be known as Cadillac North Shore Condominium, Wexford County Condominium Subdivision Plan No. 2, a Project established according to Act No. 59 of the Public Acts of 1978, as amended."

Amend and restate Article IV-C to provide, in its entirety, as follows:

"C. ASSESSMENTS OF COMMON ELEMENTS

1. Common expenses associated with the maintenance, repair, renovation, restoration or replacement of Limited Common Elements shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred, except for those Limited Common Elements described in Article IV-B2 above which shall be the sole responsibility of the Unit owner.
 2. The costs of maintenance, repair and replacement of all other Common Elements shall be borne by the Association, and such costs and all other common expenses shall be assessed in accordance with the provisions of the Condominium Bylaws (Addendum "B" to the Master Deed).
 3. 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."
-

Amend and restate Article V-B to provide, in its entirety, as follows:

"B. PERCENTAGE OF VALUE.

The percentage of value assigned to each Unit is determined by the proportion that the square feet of each Unit bears to the total square feet of all constructed Units in the Project. The percentage of value determines each respective Co-owner's proportionate share in the Common Elements of the Condominium, only. Each Unit shall have one (1) vote and shall share equally in the proceeds and expenses of administration.

SCHEDULE FOR PERCENTAGE OF VALUE:

BUILDING 1			BUILDING 2		
Unit 1	2090.9 sq. ft.	3.75%	Unit 5	1865.4 sq. ft.	3.35%
Unit 2	2217.28 sq. ft.	3.98%	Unit 6	2010.8 sq. ft.	3.61%
Unit 3	2079.63 sq. ft.	3.73%	Unit 7	1937.8 sq. ft.	3.48%
Unit 4	2633.5 sq. ft.	4.73%	Unit 8	1865.4 sq. ft.	3.35%
BUILDING 4			BUILDING 5		
Unit 17	2217.34 sq. ft.	3.98%	Unit 21	1453.64 sq. ft.	2.61%
Unit 18	1665.92 sq. ft.	2.99%	Unit 22	1696.64 sq. ft.	3.05%
Unit 19	1360.0 sq. ft.	2.44%	Unit 23	1716.77 sq. ft.	3.08%
Unit 20	2045.74 sq. ft.	3.67%	Unit 24	1453.64 sq. ft.	2.61%
BUILDING 6			BUILDING 7		
Unit 25	2273 sq. ft.	4.08%	Unit 30	2297.6 sq. ft.	4.13%
Unit 26	1771 sq. ft.	3.18%	Unit 31	2192.0 sq. ft.	3.94%
Unit 27	1771 sq. ft.	3.18%	Unit 32	2460.0 sq. ft.	4.42%
Unit 28	1771 sq. ft.	3.18%			
Unit 29	2455 sq. ft.	4.41%			
BUILDING 8			BUILDING 11		
Unit 34	2295.0 sq. ft.	4.12%	Unit 47	2580.0 sq. ft.	4.63%
Unit 35	1631.6 sq. ft.	2.93%			
Unit 36	1889.0 sq. ft.	3.39%			

Amend and restate Addendum "B" (Condominium Bylaws) to provide, in its entirety, as attached hereto.

RECEIVED

1997 DEC -5 AM 8:57

Linda Longmiller
WEXFORD COUNTY, MI
REGISTER OF DEEDS

CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION

Amendment to Article IV
of the Master Deed

10

The Co-owners of Cadillac North Shore Condominium, in a special action conducted in accordance with ARTICLE IX, Section 7 of the Condominium Amended and Restated Bylaws (Addendum "B" to the Master Deed) and the laws of the State of Michigan, did approve, by the affirmative vote of more than two-thirds of the Co-owners, the following amendment to the Master Deed of Cadillac North Shore Condominium:

Amend and restate Article IV to provide, in its entirety, as follows:

"ARTICLE IV

COMMON ELEMENTS AND ASSESSMENTS

The Common Elements of the Project consist of all land and buildings included in the Condominium Project and are graphically described in Addendum A, attached hereto. Common Elements are divided into GENERAL and LIMITED as defined in Paragraphs A and B below, and the respective responsibilities for maintenance, repair, decoration and replacement are defined in Paragraph C below:

A. GENERAL COMMON ELEMENTS

GENERAL COMMON ELEMENTS are those Common Elements to which all of the Co-owners have an equal right to access and/or a duty to maintain, repair, or replace as an expense shared by every Co-owner in accordance with Paragraph C-1 below. The GENERAL COMMON ELEMENTS are as follows:

1. The land described in Article II hereof, including all private drives and sidewalks.
2. Building foundations and supporting columns; floor, ceiling, and wall construction; exterior siding and trim; roofs; chimneys.
3. The electrical wiring network throughout the Project, including that contained within Unit walls, ceilings, and floors, up to the point of connection with electrical outlets or fixtures within each Unit.
4. The gas line network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with gas fixtures or appliances within each Unit.
5. The plumbing network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with plumbing fixtures within each Unit.

6. The telephone wiring network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with phone jack outlets within each Unit.
7. The television antenna systems and cable wiring network throughout the Project, including that contained within walls, ceilings, and floors, up to the point of connection with television outlets within each Unit.
8. The water distribution, sanitary sewer systems, and storm drainage systems throughout the Project, including sump pumps and controls.
9. Docks, lawn sprinkler system including controls, utility meters and meter facilities, signs, and site lighting including timers.
10. Such other elements of the Project, not herein designated as GENERAL or 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.

B. LIMITED COMMON ELEMENTS

LIMITED COMMON ELEMENTS are those Common Elements reserved for the exclusive use of specific Unit Co-owners to which they are assigned. Expenses associated with the maintenance, repair, renovation, restoration or replacement of LIMITED COMMON ELEMENTS shall be assessed according to Paragraph C-2 below. LIMITED COMMON ELEMENTS are as follows:

1. Each patio, porch, deck, privacy yard, balcony, garage space, and attic space in the Project shall be LIMITED COMMON ELEMENTS and assigned to the Unit which opens unto each, and as such, reserved for the exclusive use of the Unit Co-owner.
2. Entrance doors, storm doors, garage doors, windows, and fireplaces shall be LIMITED COMMON ELEMENTS assigned to the Unit which they service.
3. Within each Unit, the following shall all be LIMITED COMMON ELEMENTS assigned to the Unit which they service: the finished interior surfaces of all perimeter walls; the finished surfaces of interior walls, ceilings and floors; the interior doors, cabinets, counters and counter tops, mantels, light fixtures, plumbing fixtures, electrical outlets, phone and TV jacks, appliances (including built-in appliances), and other interior hardware of any kind; the furnace, water heater, air conditioner, garage door opener, window screens, and door locks.

C. ASSESSMENTS OF COMMON ELEMENTS

1. The costs of maintenance, repair and replacement of GENERAL COMMON ELEMENTS shall be borne by the Association, and such costs and all other common expenses shall be assessed in accordance with the provisions of the Condominium Bylaws (Addendum "B" to the Master Deed).
2. Common expenses associated with the maintenance, repair, renovation, restoration or replacement of LIMITED COMMON ELEMENTS shall be specially assessed against the Unit to which that LIMITED COMMON ELEMENT was assigned at the time the expenses were incurred, except for those LIMITED COMMON ELEMENTS described in Article IV-B3 above which shall be the sole responsibility of the Unit Co-owner.
3. 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."

All amendments to the Master Deed of Cadillac North Shore Condominium as hereinabove indicated, upon being recorded in the Office of the Register of Deeds in Wexford County, shall replace and supersede the corresponding provisions and elements of the original Master Deed as previously amended and recorded. In all other respects, other than as hereinabove indicated, the original Master Deed of Cadillac North Shore Condominium as previously amended is fully ratified, confirmed and re-declared.

BY:


Edward H. Proctor, President

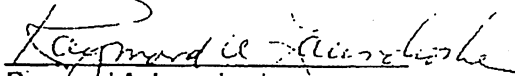
DATE:

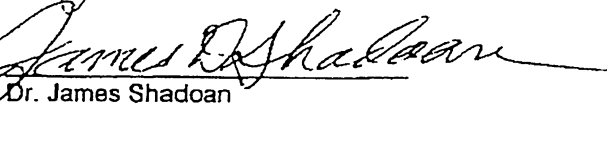
October 25, 1997

Cadillac North Shore Condominium Association

PREPARED BY: Edward H. Proctor
16818 Parklane Drive
Livonia, MI. 48154

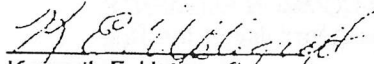
WITNESSETH:


Raymond A. Laundroche


Dr. James Shadoan

STATE OF MICHIGAN, COUNTY OF WEXFORD, SS:

On this 25th day of October, 1997, before me personally appeared Edward H. Proctor, to me personally known, who being sworn by me, did say that he is the President of Cadillac North Shore Condominium Association, a Michigan Corporation, and that this instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the Condominium Bylaws, and that said Edward H. Proctor acknowledged said instrument to be the free act and deed of said Corporation.


Kenneth E. Upregraft

Notary Public, County of Wexford, State of Michigan.

My commission expires on May 25, 1998.

RECEIVED

2002 OCT 21 PM 12: 38

*April D. Dornell*WEXFORD COUNTY, MI
REGISTER OF DEEDSTHIRTEENTH AMENDMENT TO THE MASTER DEED
of
CADILLAC NORTH SHORE CONDOMINIUM

VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, of P.O. Box 2022, Midland, Michigan 48641-2022, being the Developer of CADILLAC NORTH SHORE CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 292, pages 420 through 451, Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. Two (2), hereby amends the Master Deed, and for the following purposes:

AMEND ARTICLE I: The condominium project shall be known as CADILLAC NORTH SHORE CONDOMINIUM, a project established according to Act 59 of the Public Acts of 1978, as amended. The ten (10) residential buildings, thirty-four (34) Units, and one (1) non-residential building designated the Clubhouse contained in the first, second, third, fourth, fifth, sixth, seventh, eighth, eleventh, and twelfth phases shall be expanded to eleven (11) residential buildings, thirty-eight (38) Units, and one (1) non-residential building designated the Clubhouse, by this Thirteenth Amendment to the Master Deed.

AMEND ARTICLE II: The purpose of this Thirteenth Amendment is to increase the number of buildings/Units to twelve (12) buildings consisting of eleven (11) residential buildings with thirty-eight (38) Units and one (1) non-residential building designated the Clubhouse, and to amend the Legal Description of Article II of the original Master Deed, as previously amended by the Twelfth Amendment, said Legal Description to be as follows:

City of Cadillac, County of Wexford, State of Michigan:

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as beginning at a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line;

Thence S 00 DEG 08 MIN 20 SEC W	875.89 feet on the North - South 1/4 Line;
Thence S 85 DEG 10 MIN 16 SEC W	662.00 feet on a meander line of Lake Cadillac
from the North 1/4 corner of said Section 5;	
Thence N 00 DEG 08 MIN 16 SEC E	459.28 feet;
Thence N 52 DEG 59 MIN 55 SEC E	157.57 feet;
Thence N 00 DEG 08 MIN 16 SEC E	278.67 feet;
Thence N 54 DEG 50 MIN 07 SEC E	165.16 feet on the centerline of North
Boulevard;	
Thence S 35 DEG 09 MIN 53 SEC E	115.49 feet;
Thence E	69.00 feet;
Thence N 07 DEG 26 MIN 28 SEC W	138.00 feet;

Thence N 54 DEG 50 MIN 07 SEC E
 Thence S 05 DEG 02 MIN 00 SEC E
 Thence N 89 DEG 04 MIN 00 SEC E
 Thence S 00 DEG 08 MIN 20 SEC W
 Thence N 89 DEG 04 MIN 00 SEC E
 containing 12.25 acres more or less.

90.10 feet;
 74.27 feet;
 95.40 feet;
 20.00 feet;
 106.00 feet to the point of beginning

RECEIVED

NOV 12 3 38 PM '92

John O. Smith

AMEND ARTICLE III (H): This condominium project means this particular project consisting of eleven (11) residential buildings, thirty-eight (38) Units, and one (1) non-residential Clubhouse building, and in its entirety may be expanded to twelve (12) residential buildings, forty-five (45) Units, and one non-residential Clubhouse building, if established and approved in accordance with Act 59 of the Public Acts of 1978, as amended.

AMEND ARTICLE V (B) - PERCENTAGE OF VALUE: The percentage of value assigned to each residential Unit is determined by the proportion that the square feet of each Unit bears to the total square feet of all constructed residential Units in the project. The percentage of value determines each respective Co-owner's proportionate share in the common elements of the condominium only. Each Unit shall have one (1) vote and shall share equally in the proceeds and expenses of administration.

SCHEDULE FOR AMENDED PERCENTAGE OF VALUE:

BUILDING 1			BUILDING 7		
Unit 1	2090.90 sq. ft.	2.73%	Unit 30	2297.60 sq. ft.	3.00%
Unit 2	2217.28 sq. ft.	2.89%	Unit 31	2267.00 sq. ft.	2.96%
Unit 3	2079.63 sq. ft.	2.71%	Unit 32	2460.00 sq. ft.	3.21%
Unit 4	2633.50 sq. ft.	3.43%			
BUILDING 2			BUILDING 8		
Unit 5	1865.40 sq. ft.	2.43%	Unit 34	2295.00 sq. ft.	2.99%
Unit 6	2010.80 sq. ft.	2.62%	Unit 35	1631.60 sq. ft.	2.13%
Unit 7	2081.80 sq. ft.	2.71%	Unit 36	1889.00 sq. ft.	2.46%
Unit 8	1865.40 sq. ft.	2.43%			
BUILDING 3			BUILDING 9		
Unit 9	2419.26 sq. ft.	3.16%	Unit 38	2290.00 sq. ft.	2.99%
Unit 10	1948.57 sq. ft.	2.54%	Unit 39	1768.60 sq. ft.	2.31%
Unit 11	1948.57 sq. ft.	2.54%	Unit 40	1956.10 sq. ft.	2.55%
Unit 12	2419.26 sq. ft.	3.16%			
BUILDING 4			BUILDING 10		
Unit 17	2217.34 sq. ft.	2.89%	Unit 41	2079.00 sq. ft.	2.71%
Unit 18	1665.92 sq. ft.	2.17%	Unit 42	1855.00 sq. ft.	2.42%
Unit 19	1360.00 sq. ft.	1.77%	Unit 43	2079.00 sq. ft.	2.71%
Unit 20	2045.74 sq. ft.	2.67%			
BUILDING 5			BUILDING 11		
Unit 21	1453.64 sq. ft.	1.90%	Unit 47	2580.00 sq. ft.	3.36%
Unit 22	1696.64 sq. ft.	2.21%			
Unit 23	1716.77 sq. ft.	2.24%			
Unit 24	1453.64 sq. ft.	1.90%			

BUILDING 6

Unit 25	2273.00 sq. ft.	2.96%			
Unit 26	1771.00 sq. ft.	2.31%			
Unit 27	1771.00 sq. ft.	2.31%			
Unit 28	1771.00 sq. ft.	2.31%			
Unit 29	2455.00 sq. ft.	3.20%			
			TOTAL ALL 11 RESIDENTIAL BLDGS.		
			38 Units	76678.96 sq. ft.	100.00%

AMEND ARTICLE VII - EXPANSION: The condominium project established pursuant to the Master Deed and consisting of thirty-four (34) residential Units and one (1) non-residential Clubhouse at present and being amended to consist of thirty-eight (38) residential Units and one (1) non-residential Clubhouse, is entered into by this Thirteenth Amendment to the Master Deed, which in its entirety may include forty-five (45) residential Units. Additional Units, if any, will be constructed upon all or some of the following portion of land:

City of Cadillac, Wexford County, Michigan, to wit:

PARCEL 1

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as a point which is S 00 DEG 08 MIN 20 SEC W 2431.67 feet on the North - South 1/4 Line, thence S 85 DEG 10 MIN 16 SEC W 662.00 feet on a meander line of Lake Cadillac from the North 1/4 corner of said Section 5, thence N 00 DEG 08 MIN 16 SEC E 459.28 feet to the point of beginning;

Thence N 52 DEG 59 MIN 55 SEC E	157.57 feet;
Thence N 00 DEG 08 MIN 16 SEC E	278.67 feet;
Thence S 54 DEG 50 MIN 07 SEC W	153.92 feet;
Thence S 00 DEG 08 MIN 16 SEC W	284.84 feet to the point of beginning;

and

PARCEL 2

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line, thence S 89 DEG 04 MIN 00 SEC W 106.00 feet, thence N 00 DEG 08 MIN 20 SEC E 20.00 feet, thence S 89 DEG 04 MIN 00 SEC W 95.40 feet, thence N 05 DEG 02 MIN 00 SEC W 74.27 feet, thence S 54 DEG 50 MIN 07 SEC W 90.10 to the point of beginning;

Thence S 54 DEG 50 MIN 07 SEC W	41.59 feet;
Thence S 89 DEG 04 MIN 00 SEC W	58.61 feet;
Thence S 54 DEG 50 MIN 07 SEC W	30.63 feet;
Thence S 35 DEG 09 MIN 53 SEC E	115.49 feet;
Thence S 90 DEG 00 MIN 00 SEC E	69.00 feet;
Thence N 07 DEG 26 MIN 28 SEC W	138.00 feet to the point of beginning.

parcels 1 and 2 containing 1.47 acres more or less.

Hereinafter, all documents relating to the expansion of CADILLAC NORTH SHORE CONDOMINIUM shall be referred to as "future development."

AMEND ADDENDUM "A" to the MASTER DEED:

LIBER 0446 PAGE 858

Amended Sheets MD-1, MD-2, MD-3, and Added Sheets MD-54A, MD-54B, MD-54C, MD-54D, MD-55, MD-56, MD-57, MD-58, and MD-59 of the Condominium Subdivision Plan of CADILLAC NORTH SHORE CONDOMINIUM as attached hereto, shall upon being recorded in the office of Wexford County Register of Deeds, replace and supersede Sheets MD-1, MD-2, MD-3, and add MD-54A, MD-54B, MD-54C, MD-54D, MD-55, MD-56, MD-57, MD-58, and MD-59 to the condominium project as previously recorded, and the original sheets MD-1, MD-2, and MD-3 shall be of no further use, force and effect.

The legal description of the condominium property, contained on this Amended Sheet No. MD-1, shall replace and supersede the description of said project as contained on Sheet No. MD-1 of the original Master Deed, Addendum "A", and the Amended Sheet No. MD-1 of the First Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Second Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Third Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Fourth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Fifth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Sixth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Seventh Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Eighth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Eleventh Amendment to the Master Deed, Addendum "A", and the Amended Sheet No. MD-1 of the Twelfth Amendment to the Master Deed, Addendum "A".

ALL AMENDMENTS TO THE MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM AS HEREINABOVE INDICATED, UPON BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN WEXFORD COUNTY, SHALL REPLACE AND SUPERSEDE THE CORRESPONDING PROVISIONS AND ELEMENTS OF THE ORIGINAL MASTER DEED AS PREVIOUSLY AMENDED AND RECORDED. IN ALL OTHER RESPECTS, OTHER THAN AS HEREINABOVE INDICATED, THE ORIGINAL MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM, THE BY-LAWS, AND THE CONDOMINIUM SUBDIVISION PLAN, AS PREVIOUSLY AMENDED AND RECORDED, ARE FULLY RATIFIED, CONFIRMED AND RE-DECLARED.

DATE: 10/16/02

VENTURE DEVELOPMENT COMPANY, INC.
a Michigan Corporation

BY: [Signature]
L. E. Sweebe, President

WITNESSETH:


[Signature]
James W. Breen

[Signature]
Colleen Beebe

STATE OF MICHIGAN, COUNTY OF MIDLAND, SS:

On this 16 day of Oct., 2002, before me personally appeared L. E. SWEEBE, to me personally known who being by me sworn, did say that he is the President of VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said L. E. SWEEBE acknowledged said instrument to be the free act and deed of said Corporation.

VENTURE DEVELOPMENT COMPANY, INC.
P. O. BOX 2022
MIDLAND, MI. 48640-2022
(989) 496-3480


DEBRA R. SWEEBE
NOTARY PUBLIC
MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 08/31/05

DEBRA R. SWEEBE
NOTARY PUBLIC, MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES AUGUST 31, 2005

C:\E:\PCONDO ASSOC\DEVELOP\MEND13.DOC

9/14/02

PROPERTY DESCRIPTION

WEXFORD COUNTY CONDOMINIUM
SUBDIVISION PLAN NUMBER 2
ADDENDUM A TO THE TWELFTH AMENDMENT OF THE MASTER DEED OF

CADILLAC NORTH SHORE CONDOMINIUM
CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN

DEVELOPER

VENTURE DEVELOPMENT COMPANY, INC.
P.O. BOX 2022
MIDLAND, MICHIGAN 48840

ARCHITECT & ENGINEER

HELGER CONSTRUCTION CO. INC.
P.O. BOX 2022
MIDLAND, MICHIGAN 48840

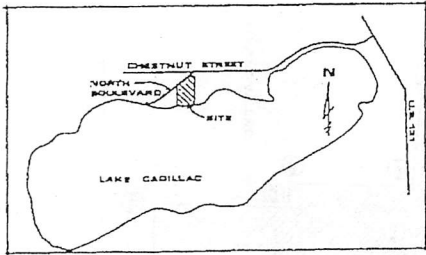
SHEET INDEX

- MO-1 COVER SHEET
- MO-2 SUPPLY UTILITIES & FLOOR/CEILING PLAN
- MO-3 ELEM PLAN
- MO-4 UNIT PLAN A-A
- MO-5 UNIT PLAN B
- MO-6 BUILDING PLAN NO. 1
- MO-7 UNIT A SECTIONS
- MO-8 UNIT B SECTIONS
- MO-9 UNIT C SECTIONS
- MO-10 UNIT PLAN 1&2
- MO-11 BUILDING NO. 2 FIRST FLOOR PLAN
- MO-12 BUILDING NO. 2 SECOND FLOOR PLAN
- MO-13 UNIT 1&2 SECTIONS
- MO-14 UNIT PLAN A-A
- MO-15 UNIT PLAN B-B
- MO-16 BUILDING PLAN NO. 3
- MO-17 UNIT 3 SECTIONS
- MO-18 UNIT 4 SECTIONS
- MO-19 UNIT 5 SECTIONS
- MO-20 UNIT 6 SECTIONS
- MO-21 UNIT 7 SECTIONS
- MO-22 UNIT 8 SECTIONS
- MO-23 UNIT 9 SECTIONS
- MO-24 UNIT 10 SECTIONS
- MO-25 UNIT 11 SECTIONS
- MO-26 UNIT 12 SECTIONS
- MO-27 UNIT 13 SECTIONS
- MO-28 UNIT 14 SECTIONS
- MO-29 UNIT 15 SECTIONS
- MO-30 UNIT 16 SECTIONS
- MO-31 UNIT 17 SECTIONS
- MO-32 UNIT 18 SECTIONS
- MO-33 UNIT 19 SECTIONS
- MO-34 UNIT 20 SECTIONS
- MO-35 UNIT 21 SECTIONS
- MO-36 UNIT 22 SECTIONS
- MO-37 UNIT 23 SECTIONS
- MO-38 UNIT 24 SECTIONS
- MO-39 UNIT 25 SECTIONS
- MO-40 UNIT 26 SECTIONS
- MO-41 UNIT 27 SECTIONS
- MO-42 UNIT 28 SECTIONS
- MO-43 UNIT 29 SECTIONS
- MO-44 UNIT 30 SECTIONS
- MO-45 UNIT 31 SECTIONS
- MO-46 UNIT 32 SECTIONS
- MO-47 UNIT 33 SECTIONS
- MO-48 UNIT 34 SECTIONS
- MO-49 UNIT 35 SECTIONS
- MO-50 UNIT 36 SECTIONS
- MO-51 UNIT 37 SECTIONS
- MO-52 UNIT 38 SECTIONS
- MO-53 UNIT 39 SECTIONS
- MO-54 UNIT 40 SECTIONS
- MO-55 UNIT 41 SECTIONS
- MO-56 UNIT 42 SECTIONS
- MO-57 UNIT 43 SECTIONS
- MO-58 UNIT 44 SECTIONS
- MO-59 UNIT 45 SECTIONS
- MO-60 UNIT 46 SECTIONS
- MO-61 UNIT 47 SECTIONS
- MO-62 UNIT 48 SECTIONS
- MO-63 UNIT 49 SECTIONS
- MO-64 UNIT 50 SECTIONS
- MO-65 UNIT 51 SECTIONS
- MO-66 UNIT 52 SECTIONS
- MO-67 UNIT 53 SECTIONS
- MO-68 UNIT 54 SECTIONS
- MO-69 UNIT 55 SECTIONS
- MO-70 UNIT 56 SECTIONS
- MO-71 UNIT 57 SECTIONS
- MO-72 UNIT 58 SECTIONS
- MO-73 UNIT 59 SECTIONS
- MO-74 UNIT 60 SECTIONS
- MO-75 UNIT 61 SECTIONS
- MO-76 UNIT 62 SECTIONS
- MO-77 UNIT 63 SECTIONS
- MO-78 UNIT 64 SECTIONS
- MO-79 UNIT 65 SECTIONS
- MO-80 UNIT 66 SECTIONS
- MO-81 UNIT 67 SECTIONS
- MO-82 UNIT 68 SECTIONS
- MO-83 UNIT 69 SECTIONS
- MO-84 UNIT 70 SECTIONS
- MO-85 UNIT 71 SECTIONS
- MO-86 UNIT 72 SECTIONS
- MO-87 UNIT 73 SECTIONS
- MO-88 UNIT 74 SECTIONS
- MO-89 UNIT 75 SECTIONS
- MO-90 UNIT 76 SECTIONS
- MO-91 UNIT 77 SECTIONS
- MO-92 UNIT 78 SECTIONS
- MO-93 UNIT 79 SECTIONS
- MO-94 UNIT 80 SECTIONS
- MO-95 UNIT 81 SECTIONS
- MO-96 UNIT 82 SECTIONS
- MO-97 UNIT 83 SECTIONS
- MO-98 UNIT 84 SECTIONS
- MO-99 UNIT 85 SECTIONS
- MO-100 UNIT 86 SECTIONS
- MO-101 UNIT 87 SECTIONS
- MO-102 UNIT 88 SECTIONS
- MO-103 UNIT 89 SECTIONS
- MO-104 UNIT 90 SECTIONS
- MO-105 UNIT 91 SECTIONS
- MO-106 UNIT 92 SECTIONS
- MO-107 UNIT 93 SECTIONS
- MO-108 UNIT 94 SECTIONS
- MO-109 UNIT 95 SECTIONS
- MO-110 UNIT 96 SECTIONS
- MO-111 UNIT 97 SECTIONS
- MO-112 UNIT 98 SECTIONS
- MO-113 UNIT 99 SECTIONS
- MO-114 UNIT 100 SECTIONS

NOTES:

- 1. ALL OTHERS REFER TO THE MASTER DEED OF THE TWELFTH AMENDMENT OF THE SUBDIVISION PLAN NUMBER 2 OF THIS CONDOMINIUM AS PREVIOUSLY RECORDED.
- 2. NEW
- 3. AMENDED
- MO-41 UNIT SECT
- MO-42 UNIT SECT
- MO-43 UNIT SECT
- MO-44 UNIT SECT
- MO-45 UNIT SECT
- MO-46 UNIT SECT
- MO-47 UNIT SECT
- MO-48 UNIT SECT
- MO-49 UNIT SECT
- MO-50 UNIT SECT
- MO-51 UNIT SECT
- MO-52 UNIT SECT
- MO-53 UNIT SECT
- MO-54 UNIT SECT
- MO-55 UNIT SECT
- MO-56 UNIT SECT
- MO-57 UNIT SECT
- MO-58 UNIT SECT
- MO-59 UNIT SECT
- MO-60 UNIT SECT
- MO-61 UNIT SECT
- MO-62 UNIT SECT
- MO-63 UNIT SECT
- MO-64 UNIT SECT
- MO-65 UNIT SECT
- MO-66 UNIT SECT
- MO-67 UNIT SECT
- MO-68 UNIT SECT
- MO-69 UNIT SECT
- MO-70 UNIT SECT
- MO-71 UNIT SECT
- MO-72 UNIT SECT
- MO-73 UNIT SECT
- MO-74 UNIT SECT
- MO-75 UNIT SECT
- MO-76 UNIT SECT
- MO-77 UNIT SECT
- MO-78 UNIT SECT
- MO-79 UNIT SECT
- MO-80 UNIT SECT
- MO-81 UNIT SECT
- MO-82 UNIT SECT
- MO-83 UNIT SECT
- MO-84 UNIT SECT
- MO-85 UNIT SECT
- MO-86 UNIT SECT
- MO-87 UNIT SECT
- MO-88 UNIT SECT
- MO-89 UNIT SECT
- MO-90 UNIT SECT
- MO-91 UNIT SECT
- MO-92 UNIT SECT
- MO-93 UNIT SECT
- MO-94 UNIT SECT
- MO-95 UNIT SECT
- MO-96 UNIT SECT
- MO-97 UNIT SECT
- MO-98 UNIT SECT
- MO-99 UNIT SECT
- MO-100 UNIT SECT
- MO-101 UNIT SECT
- MO-102 UNIT SECT
- MO-103 UNIT SECT
- MO-104 UNIT SECT
- MO-105 UNIT SECT
- MO-106 UNIT SECT
- MO-107 UNIT SECT
- MO-108 UNIT SECT
- MO-109 UNIT SECT
- MO-110 UNIT SECT
- MO-111 UNIT SECT
- MO-112 UNIT SECT
- MO-113 UNIT SECT
- MO-114 UNIT SECT

STATE OF MICHIGAN, COUNTY OF WEXFORD, CITY OF CADILLAC, CONDOMINIUM DEVELOPMENT COMPANY, INC. (THE COMPANY) HAS BEEN ORGANIZED AS A CORPORATION UNDER THE LAWS OF THE STATE OF MICHIGAN. THE COMPANY HAS BEEN AUTHORIZED BY THE STATE OF MICHIGAN TO DEVELOP AND CONSTRUCT THE CADILLAC NORTH SHORE CONDOMINIUM. THE COMPANY HAS BEEN AUTHORIZED BY THE STATE OF MICHIGAN TO CONVEY TO THE SEVERAL UNITS OF THIS CONDOMINIUM THE INTERESTS THEREIN. THE COMPANY HAS BEEN AUTHORIZED BY THE STATE OF MICHIGAN TO EXECUTE AND RECORD THIS INSTRUMENT. THE COMPANY HAS BEEN AUTHORIZED BY THE STATE OF MICHIGAN TO EXECUTE AND RECORD ANY INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS INSTRUMENT. THE COMPANY HAS BEEN AUTHORIZED BY THE STATE OF MICHIGAN TO EXECUTE AND RECORD ANY INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS INSTRUMENT.



MEASUREMENTS WERE ESTABLISHED FROM A SURVEY AS PROVIDED IN LINES 1 TO 100 PAGES 481 & 482.

MULTIPLE SUIT

ALL PROPOSED STRUCTURES AND IMPROVEMENTS SHOWN ON THE CONDOMINIUM PLAN OF DEVELOPMENT MUST BE SUIT.

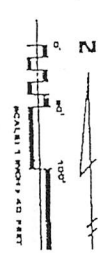
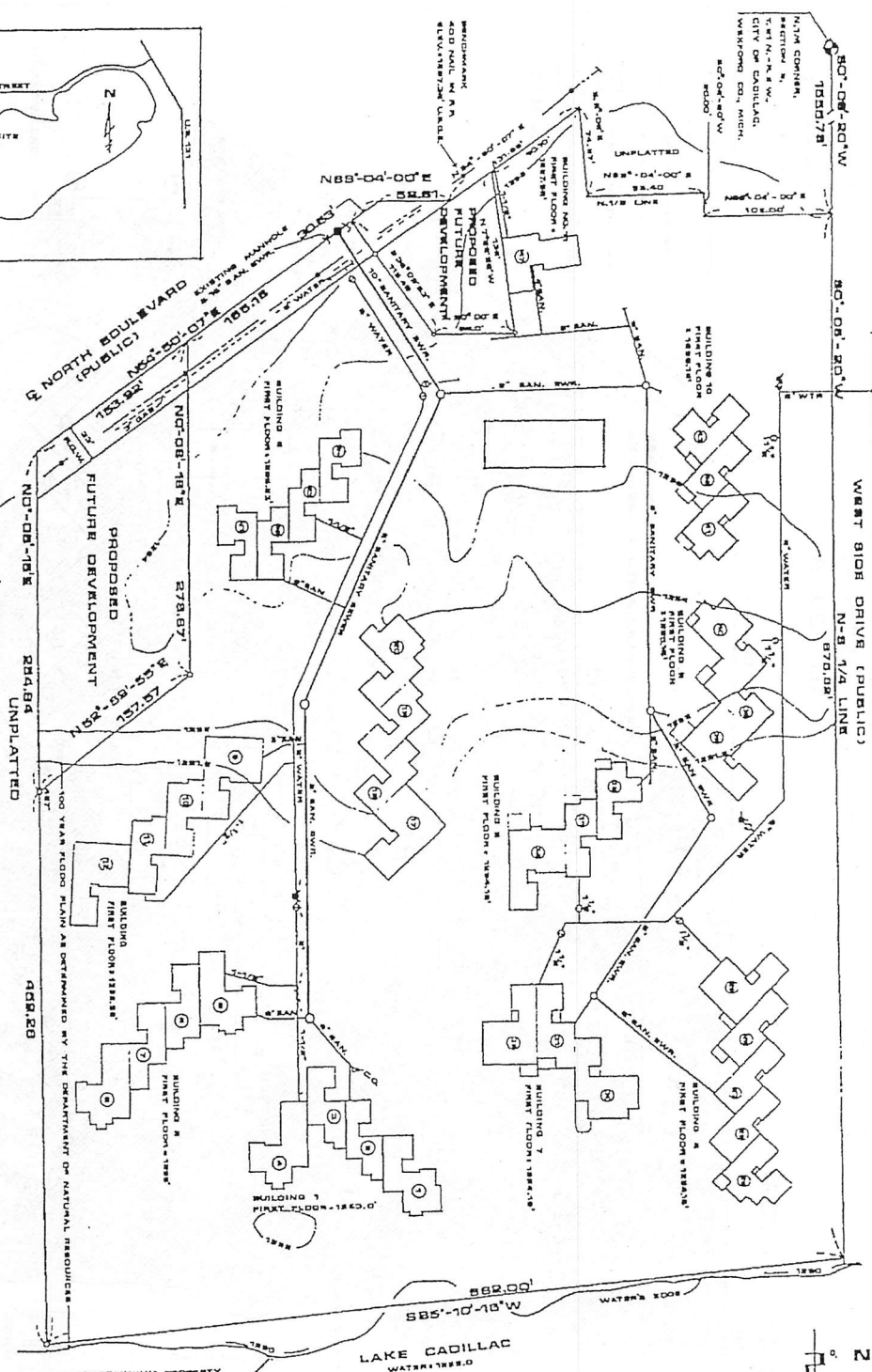
ALL LINES ARE SERVICES WITH SANITARY SEWER AND WATER WHICH ARE PRIVATELY OWNED BY THE CONDOMINIUM, BUT SERVICED AND MAINTAINED BY THE CITY OF CHICAGO AT THE EXPENSE OF THE CONDOMINIUM.

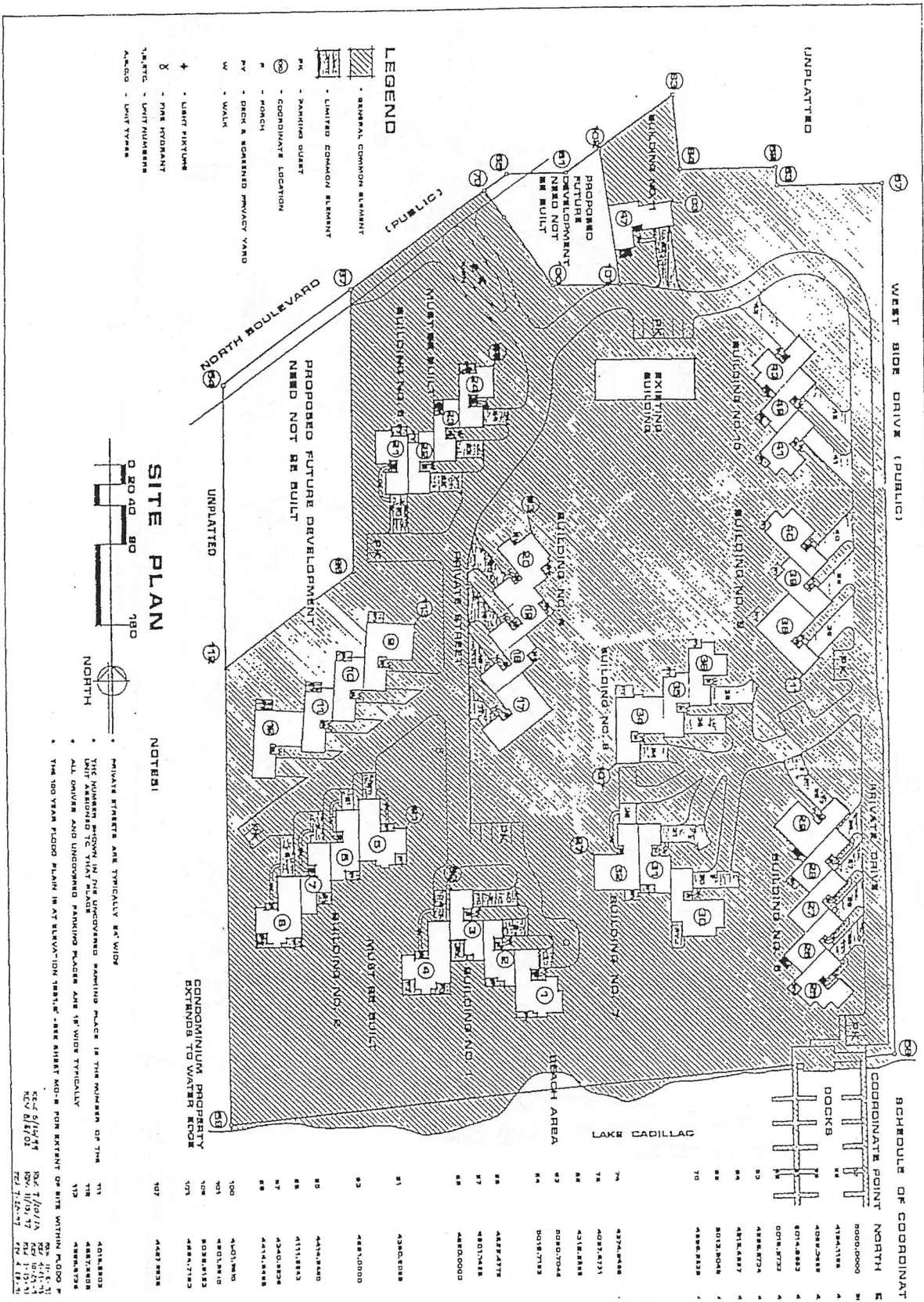
OWNERS AND ASSOCIATES IN THE SOURCE OF LOCATION FOR THE SANITARY SEWER AND WATER LINES.

CONDOMINIUM PROPERTY EXTENDS TO WATER'S EDGE

CONDOMINIUM PROPERTY EXTENDS TO WATER'S EDGE

- LEGEND**
- SET CONCRETE MONUMENT AT DIAMETER MARKED
 - 4" DIAMETER CATCH BASIN
 - WATER VALVE
 - 3" OR 4" WATER METER
 - UNDERGROUND 8" OR 6" UNDERGROUND ELECTRIC CONDUIT
 - UNDERGROUND 4" OR 6" TELEPHONE AND TELEVISION LINES
 - DIVE ELECTRIC METERS FROM STORMWATER





RECEIVED

2003 NOV 14 AM 10:42

David W. Bonnell

WEXFORD COUNTY, MI
REGISTER OF DEEDS

FOURTEENTH AMENDMENT TO THE MASTER DEED
of
CADILLAC NORTH SHORE CONDOMINIUM

VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, of P.O. Box 2022, Midland, Michigan 48641-2022, being the Developer of CADILLAC NORTH SHORE CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 292, pages 420 through 451, Wexford County Records, and known as Wexford County Condominium Subdivision Plan No. Two (2), hereby amends the Master Deed, and for the following purposes:

AMEND ARTICLE I: The condominium project shall be known as CADILLAC NORTH SHORE CONDOMINIUM, a project established according to Act 59 of the Public Acts of 1978, as amended. The eleven (11) residential buildings, thirty-eight (38) Units, and one (1) non-residential building designated the Clubhouse contained in the first, second, third, fourth, fifth, sixth, seventh, eighth, eleventh, twelfth, and thirteenth phases shall be expanded to twelve (12) residential buildings, forty-one (41) Units, and one (1) non-residential building designated the Clubhouse, by this Fourteenth Amendment to the Master Deed.

AMEND ARTICLE II: The purpose of this Fourteenth Amendment is to increase the number of buildings/Units to thirteen (13) buildings consisting of twelve (12) residential buildings with forty-one (41) Units and one (1) non-residential building designated the Clubhouse, and to amend the Legal Description of Article II of the original Master Deed, as previously amended by the Thirteenth Amendment, said Legal Description to be as follows:

City of Cadillac, County of Wexford, State of Michigan:

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as beginning at a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line;

- Thence S 00 DEG 08 MIN 20 SEC W 875.89 feet on the North - South 1/4 Line;
- Thence S 85 DEG 10 MIN 16 SEC W 662.00 feet on a meander line of Lake Cadillac
- from the North 1/4 corner of said Section 5;
- Thence N 00 DEG 08 MIN 16 SEC E 744.12 feet;
- Thence N 54 DEG 50 MIN 07 SEC E 319.08 feet on the centerline of North
- Boulevard;
- Thence S 35 DEG 09 MIN 53 SEC E 115.49 feet;
- Thence E 69.00 feet;
- Thence N 07 DEG 26 MIN 28 SEC W 138.00 feet;
- Thence N 54 DEG 50 MIN 07 SEC E 90.10 feet;
- Thence S 05 DEG 02 MIN 00 SEC E 74.27 feet;

Thence N 89 DEG 04 MIN 00 SEC E
 Thence S 00 DEG 08 MIN 20 SEC W
 Thence N 89 DEG 04 MIN 00 SEC E
 containing 13.05 acres more or less.

95.40 feet;
 20.00 feet;
 106.00 feet to the point of beginning;

AMEND ARTICLE III (H): This condominium project means this particular project consisting of twelve (12) residential buildings, forty-one (41) Units, and one (1) non-residential Clubhouse building, and in its entirety may be expanded to twelve (12) residential buildings, forty-four (44) Units, and one non-residential Clubhouse building, if established and approved in accordance with Act 59 of the Public Acts of 1978, as amended.

AMEND ARTICLE V (B) - PERCENTAGE OF VALUE: The percentage of value assigned to each residential Unit is determined by the proportion that the square feet of each Unit bears to the total square feet of all constructed residential Units in the project. The percentage of value determines each respective Co-owner's proportionate share in the common elements of the condominium only. Each Unit shall have one (1) vote and shall share equally in the proceeds and expenses of administration.

SCHEDULE FOR AMENDED PERCENTAGE OF VALUE:

BUILDING 1

Unit 1	2090.90 sq. ft.	2.51%
Unit 2	2217.28 sq. ft.	2.67%
Unit 3	2079.63 sq. ft.	2.50%
Unit 4	2633.50 sq. ft.	3.17%

BUILDING 6

Unit 25	2273.00 sq. ft.	2.73%
Unit 26	1771.00 sq. ft.	2.13%
Unit 27	1771.00 sq. ft.	2.13%
Unit 28	1771.00 sq. ft.	2.13%
Unit 29	2455.00 sq. ft.	2.95%

BUILDING 2

Unit 5	1865.40 sq. ft.	2.24%
Unit 6	2010.80 sq. ft.	2.42%
Unit 7	2081.80 sq. ft.	2.50%
Unit 8	1865.40 sq. ft.	2.24%

BUILDING 7

Unit 30	2297.60 sq. ft.	2.76%
Unit 31	2267.00 sq. ft.	2.72%
Unit 32	2460.00 sq. ft.	2.96%

BUILDING 3

Unit 9	2419.26 sq. ft.	2.91%
Unit 10	1948.57 sq. ft.	2.34%
Unit 11	1948.57 sq. ft.	2.34%
Unit 12	2419.26 sq. ft.	2.91%

BUILDING 8

Unit 34	2295.00 sq. ft.	2.76%
Unit 35	1631.60 sq. ft.	1.96%
Unit 36	1889.00 sq. ft.	2.27%

BUILDING 3A

Unit 14	2449.63 sq. ft.	2.94%
Unit 15	1832.76 sq. ft.	2.20%
Unit 16	2237.48 sq. ft.	2.69%

BUILDING 9

Unit 38	2290.00 sq. ft.	2.75%
Unit 39	1768.60 sq. ft.	2.13%
Unit 40	1956.10 sq. ft.	2.35%

BUILDING 4

Unit 17	2217.34 sq. ft.	2.67%
Unit 18	1665.92 sq. ft.	2.00%
Unit 19	1360.00 sq. ft.	1.63%
Unit 20	2045.74 sq. ft.	2.46%

BUILDING 10

Unit 41	2079.00 sq. ft.	2.50%
Unit 42	1855.00 sq. ft.	2.23%
Unit 43	2079.00 sq. ft.	2.50%

BUILDING 5

Unit 21	1453.64 sq. ft.	1.75%
Unit 22	1696.64 sq. ft.	2.04%
Unit 23	1716.77 sq. ft.	2.06%
Unit 24	1453.64 sq. ft.	1.75%

BUILDING 11

Unit 47	2580.00 sq. ft.	3.10%
---------	-----------------	-------

TOTAL ALL 12 RESIDENTIAL BLDGS.

41 Units	83198.83 sq. ft.	100.00%
----------	------------------	---------

AMEND ARTICLE VII - EXPANSION AND FUTURE MODIFICATIONS:

A. EXPANSION. The condominium project established pursuant to the Master Deed and consisting of thirty-eight (38) residential Units and one (1) non-residential Clubhouse at present and being amended to consist of forty-one (41) residential Units and one (1) non-residential Clubhouse, is entered into by this Fourteenth Amendment to the Master Deed, which in its entirety may include forty-four (44) residential Units and one (1) non-residential Clubhouse. Additional Units, if any, will be attached to and become extensions of the existing Building #11, and will be constructed upon a portion of the land on the East side of Building #11, which is already a part of the condominium project, and also upon all or some of the following portion of land:

City of Cadillac, Wexford County, Michigan, to wit:

PARCEL 1

A part of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 21 North, Range 9 West, City of Cadillac, Wexford County, Michigan, described as a point which is S 00 DEG 08 MIN 20 SEC W 1555.78 feet on the North - South 1/4 Line, thence S 89 DEG 04 MIN 00 SEC W 106.00 feet, thence N 00 DEG 08 MIN 20 SEC E 20.00 feet, thence S 89 DEG 04 MIN 00 SEC W 95.40 feet, thence N 05 DEG 02 MIN 00 SEC W 74.27 feet, thence S 54 DEG 50 MIN 07 SEC W 90.10 to the point of beginning;

- Thence S 54 DEG 50 MIN 07 SEC W 41.59 feet;
- Thence S 89 DEG 04 MIN 00 SEC W 58.61 feet;
- Thence S 54 DEG 50 MIN 07 SEC W 30.63 feet;
- Thence S 35 DEG 09 MIN 53 SEC E 115.49 feet;
- Thence S 90 DEG 00 MIN 00 SEC E 69.00 feet;
- Thence N 07 DEG 26 MIN 28 SEC W 138.00 feet to the point of beginning.

Parcel 1 contains 0.26 acres more or less.

Hereinafter, all documents relating to the expansion of CADILLAC NORTH SHORE CONDOMINIUM shall be referred to as "future development."

B. FUTURE MODIFICATIONS. Future modifications may be made from time to time to completed elements of the condominium project, including improvements, alterations or additions to GENERAL COMMON ELEMENTS and LIMITED COMMON ELEMENTS, subject to the provisions and restrictions of Article VI, Section 3, of the Condominium's Amended and Restated Bylaws (ADDENDUM "B" to the MASTER DEED). Such modifications may be initiated by Cadillac North Shore Condominium Association, or by an individual Co-owner with the prior approval of the Association, at their sole discretion and expense, subject to local zoning and building ordinances, and without the approval or involvement of the Developer.

AMEND ADDENDUM "A" to the MASTER DEED:

Amended Sheets MD-1, MD-2, MD-3, and Added Sheets MD-60A, MD-60B, MD-60C, MD-61, MD-62, MD-63, and MD-64 of the Condominium Subdivision Plan of CADILLAC NORTH SHORE CONDOMINIUM as attached hereto, shall upon being recorded in the office of Wexford County Register of Deeds, replace and supersede Sheets MD-1, MD-2, MD-3, and add Sheets MD-60A, MD-60B, MD-60C, MD-61, MD-62, MD-63, and MD-64 to the condominium project as previously recorded, and the original Sheets MD-1, MD-2, and MD-3 shall be of no further use, force and effect.

The legal description of the condominium property, contained on this Amended Sheet No. MD-1; shall replace and supersede the description of said project as contained on Sheet No. MD-1 of the original Master Deed, Addendum "A", and the Amended Sheet No. MD-1 of the First Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Second Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Third Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Fourth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Fifth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Sixth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Seventh Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Eighth Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Eleventh Amendment to the Master Deed, Addendum "A", the Amended Sheet No. MD-1 of the Twelfth Amendment to the Master Deed, Addendum "A", and the Amended Sheet No. MD-1 of the Thirteenth Amendment to the Master Deed, Addendum "A".

ALL AMENDMENTS TO THE MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM AS HEREINABOVE INDICATED, UPON BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN WEXFORD COUNTY, SHALL REPLACE AND SUPERSEDE THE CORRESPONDING PROVISIONS AND ELEMENTS OF THE ORIGINAL MASTER DEED AS PREVIOUSLY AMENDED AND RECORDED. IN ALL OTHER RESPECTS, OTHER THAN AS HEREINABOVE INDICATED, THE ORIGINAL MASTER DEED OF CADILLAC NORTH SHORE CONDOMINIUM, THE BY-LAWS, AND THE CONDOMINIUM SUBDIVISION PLAN, AS PREVIOUSLY AMENDED AND RECORDED, ARE FULLY RATIFIED, CONFIRMED AND RE-DECLARED.

DATE: 10/28/03

VENTURE DEVELOPMENT COMPANY, INC.
a Michigan Corporation

WITNESSETH:

BY: L. E. Sweebe
L. E. Sweebe, President

James W. Breen
James W. Breen

Shawn D. Hahn
Shawn D. Hahn

STATE OF MICHIGAN, COUNTY OF MIDLAND, SS:

On this 28 day of October, 2003, before me personally appeared L. E. SWEEBE, to me personally known who being by me sworn, did say that he is the President of VENTURE DEVELOPMENT COMPANY, INC., a Michigan Corporation, and that said instrument

was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and that said L. E. SWEEBE acknowledged said instrument to be the free act and deed of said Corporation.

VENTURE DEVELOPMENT COMPANY, INC.
P. O. BOX 2022
MIDLAND, MI. 48640-2022
(989) 496-3480



DEBRA R. SWEEBE
NOTARY PUBLIC
MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 08/31/05