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Kalkaska County Joan Hall, Register

MASTER DEED
 For
 BLUE HERON RESORT

MASTER DEED, Made this 16th day of August 2000, by RANDALL W. MANN d/b/a GREAT LAKES LAND CO., a single man, whose address is 8995 Alden Meadows Street, Alden, Michigan 49612 (hereinafter referred to as the "Developer");

WITNESSETH:

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

NOW, THEREFORE, the Developer does hereby establish Blue Heron Resort by recording of this Master Deed as a condominium project and does declare that Blue Heron Resort hereinafter referred to as the Condominium, shall be henceforth held, conveyed, encumbered, leased, occupied, improved and in any other manner utilized, subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:



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I.

TITLE AND NATURE

The Condominium project shall be known as **Blue Heron Resort**, Kalkaska County Condominium Subdivision Plan No. _____. The condominium project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The Bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

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

That part of the Southeast 1/4 of Section 20, the Southwest 1/4 of Section 21 and the Northwest 1/4 of Section 28, Town 26 North, Range 7 West, described as:

Beginning at the Southeast corner of Section 20; thence South 88° 40'02" West along the South line of said Section 20, 453.43 feet to the East line of Highway M-66; thence 488.41 feet along said East highway line and along the arc of a 3759.72 feet radius curve to the right, the long chord of which bears North 10° 27' 35" East, 488.06 feet; thence North 14°06'49" East along said highway line, 174.14 feet; thence North 88° 33' 34" East, 323.26 feet to the East line of said Section 20 and the West line of said Section 21; thence North 00° 04' 52" East along said West line Section 21, 2002.91 feet to the West 1/4 corner of said Section 21; thence North 89° 19' 14" East along the East and West 1/4 line of said Section 21, 1655.86 feet; thence South 00°38'52" East, 1343.46 feet; thence 703.01 feet along the arc of a



3033.00 feet radius curve to the right, the long chord of which bears South 05°59'33" West, 701.44 feet; thence 92.13 feet along the arc of a 233.00 feet radius curve to the right, the long chord of which bears South 23°57'37" West, 91.53 feet; thence South 00°38'52" East, 519.09 feet to the South line of said Section 21 and North line of said Section 28; thence North 89°04'40" East along said North line Section 28, 1052.98 feet to the North 1/4 corner of said Section 28; thence South 00° 10'11" East along the North and South 1/4 line of said Section 28, 1661.56 feet; thence South 89°04'29" West, 1307.90 feet to the West 1/8 line of said Section 28 as platted; thence North 00°03'20" West along said platted West 1/8 line and along the East line of Twenty Eight Lakes Park, a recorded plat, 311.15 feet; thence South 89°59'24" West along the North line of said plat, 6.53 feet to the West 1/8 line of said Section 28 as monumented; thence North 00°03'38" West along said monumented West 1/8 line, 20.95 feet to the North 1/8 line of said Section 28; thence South 89°05'44" West along said monumented North 1/8 line, 793.97 feet; thence North 00°01'15" East, 656.27 feet; thence South 89°05'44" West, 520.00 feet to the West line of said Section 28; thence North 00°01'15" East along said West line of Section 28, 672.82 feet to the Point of Beginning.

Subject to the rights of the public over the Westerly part thereof as occupied by Highway M-66.

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

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



III.

DEFINITIONS

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

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

B. Association shall mean the person designated in the condominium documents to administer the Condominium Project.

C. Condominium Bylaws means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by the Act to be recorded as part of the Master Deed.

D. Lot or Unit shall each mean the space within the boundaries of a single unit in the Condominium as such area and space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" is defined in the Act.

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

F. Condominium Project, Condominium or Project means Blue Heron Resort as a Condominium Project established in conformity with the provisions of the Act.

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

H. Co-Owner means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. A land contract vendee of a unit in this project shall be the Co-Owner for all purposes relating to the project. The term "owner", wherever used, shall be synonymous with the term "co-owner".



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

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

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

L. Developer. RANDALL W. MANN d/b/a GREAT LAKES LAND CO.

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

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

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

IV.

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:



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1. The land described in Article II hereof, including the roadway and park, excepting the space within each unit boundary as shown on Exhibit "B" attached hereto.
2. Such other elements of the project not herein designated as general or limited common elements which are not within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

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

C. 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.

D. Any maintenance, repair or replacement of a general common element shall be performed by or under the direction of the Association and the cost shall be an expense of the Association.

V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

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

B. The percentage of value assigned to each unit is set forth in Subparagraph D below. The percentage of value assigned to each unit shall be determinative only of the proportionate share of each respective Co-Owner in the common elements of the Condominium. Each respective Co-Owner shall have one vote at meetings of the Association and each unit shall share equally in the proceeds and expenses of administration of the Association. The total value of the project is 100 percent. The percentage of value allocated to each unit may be changed only with the unanimous



consent of all of the Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VII hereof.

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

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

VI.

EASEMENTS

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

VII.

EASEMENTS RETAINED BY DEVELOPER

The Developer reserves for the benefits of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer or its successors. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the Condominium Premises which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium Premises. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur by way of example but not limitation when

Escrow Agreement
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water or sewer systems are connected to municipal systems. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate instrument of termination.

VIII.

RESTRICTIVE COVENANTS

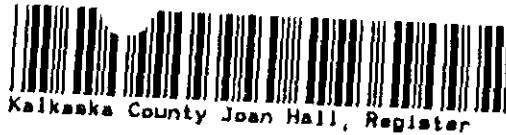
The land described in Article II above shall be subject to the restrictions described in Articles VI and VII of the Condominium Bylaws attached hereto as Exhibit "A", which restrictions shall run with the land and which restrictions, notwithstanding Article X hereafter or any other provision of this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

Further, each lot established herein is subject to the following restrictions and limitations regarding individual wells and sewage disposal systems:

- A. No lots shall be used for other than single family residential use.
- B. Permits, where applicable, for the installation of on site sewage disposal and/or well water systems shall be obtained from the District Health Department #10 prior to any construction.
- C. Lots 11, 24, 33, 34 and 35 have specific areas designated for the installation of on site sewage disposal systems.
- D. Ownership and responsibility for the maintenance of all on site well and sewage systems is hereby assigned to the individual Co-Owners.

On the Subdivision Plans (Exhibit "B") there are two (2) "organic land fills" depicted. No buildings or other improvements shall be located within the boundaries of these organic land fills.

Several of the lots within this project lie within a flood plain area. No improvements shall be located within a designated flood plain, as determined from time to time by the Michigan Department of Environmental Quality, and/or the architectural control committee.



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The three lakes in this development, Price Lake, North 28 Lake, and South 28 Lake, are restricted to non-motorized watercraft.

There shall be no on street parking on any of the roads within the Project. Furthermore, no lot Owner shall in any way interfere with, or restrict, snowplowing activities.

No lot Owner shall fill in any of the ditches or retention basins located within the Project.

IX.
AMENDMENT

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

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

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-Owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

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



IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written.

Signer in the Presence of:

DEVELOPER:

Donald A. Brandt

RANDALL W. MANN

d/b/a GREAT LAKES LAND CO.

Heather S. Giesler

STATE OF MICHIGAN)

) ss

County of Grand Traverse)

On this 16th day of August, 2000 before me, a Notary Public in and for said County and State, personally appeared RANDALL W. MANN, a single man, to me personally known, who, being by me duly sworn, did say that he is the Developer of said condominium project, and he acknowledged that he executed said instrument as his free and voluntary act and deed.

Notary Public: Donald A. Brandt
County of: Grand Traverse
My Commission Expires: 9/7/03

Prepared in the Law Office of:

When Recorded, Return to:

DONALD A. BRANDT, ESQ.
BRANDT, FISHER, ALWARD & ROY, P.C.
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Traverse City, Michigan 49696-5817
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