

MASTER DEED

CAMP MADRON CONDOMINIUMS

(Act 59, Public Acts of 1978)  
as amended

Berrien County Condominium Subdivision Plan No. \_\_\_\_\_

- (1) Master Deed establishing Camp Madron Condominiums, a Condominium Project.
- (2) Exhibit A to Master Deed: Condominium By-Laws of Camp Madron Condominiums.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Camp Madron Condominiums.
- (4) Exhibit C to Master Deed: Architectural Guidelines for Camp Madron Condominiums.
- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

No interest in real estate being conveyed hereby, no revenue stamps are required.

This Instrument Drafted by: William K. Van't Hof  
Varnum, Riddering, Schmidt & Howlett  
Suite 800, 171 Monroe Ave. N.W.  
Grand Rapids, Michigan 49503

MASTER DEED

CAMP MADRON CONDOMINIUMS

(Act 59, Public Acts of 1978)  
as amended

This Master Deed is made and executed as of the 28th day of October, 1988, by Camp Madron Limited Partnership, an Illinois Limited Partnership (the "Developer"), whose principal office is situated at 814 North Franklin Street, Third Floor, Chicago, Illinois 60610, represented herein by its general partner, who is fully empowered and qualified to act on behalf of said Limited Partnership.

W I T N E S S E T H:

WHEREAS, the Developer is engaged in the development of a Condominium Project to be known as Camp Madron Condominiums (the "Project"), pursuant to development plans approved by the Township of Buchanan, Berrien County, Michigan, on a parcel of land described in Article II hereof; and

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium By-Laws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish said real property, together with the improvements located and to be 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 Camp Madron Condominiums as a Condominium Project under the Act and does declare that said Project shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

The Project is a residential condominium which is being constructed in a single Phase so as to comprise a maximum of 49

building sites. The Developer and its successors reserve the right to elect, on or before the expiration of a Master Deed for years after the initial recording of a Master Deed for to contract the Project by withdrawal of all or any the land described in Article II hereof by an amendment successive amendments to the Master Deed, each withdrawal from the Project as then constituted, without the any Co-owner, mortgagee or other person. Other than as herein, no restrictions or limitations on such election the portion or portions of land which may be withdrawn or order of such withdrawal, or the number of units may be withdrawn; provided, however, that the number of units in the Project shall not be reduced to less than the land constituting the Project to less than probably necessary to accommodate said twelve units, with ingress, egress, beach access and utility service

condominium units which comprise the Project, including boundaries, dimensions and area thereof, are set forth in the Condominium Subdivision Plan, and each such Unit shall have the right of individual utilization by reason of having its own entrance and exit to a common element of the Project. Each Unit in the Project shall have a particular and exclusive right to his Unit and to the limited common elements appurtenant thereto, and shall have an undivided and inseparable interest with other Co-owners in the general common elements of the Project as designated by this Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

That upon which the Project is situated, and which is subject to condominium ownership pursuant to the provisions of the Condominium Act, is located in the Township of Buchanan, Berrien County, Michigan, and is described as follows:

That portion of Fractional Section 9, T. 7 S., R. 18 W., and the North half of the Northwest quarter of Section 16, T. 7 S., R. 18 W., Buchanan Township, Berrien County, Michigan, which is described as: Beginning at the North West corner of said Section 16; thence S. 00°-04'-15" W. along the North and South quarter line of said Section 16, 1319.34 ft.; thence S. 89°-35'-09" W. along the South West quarter line of the North half of the Northwest quarter of Section 16, 1976.19 ft.; thence N. 00°-03'-40" E., 1319.34 ft.; thence S. 89°-32'-29" W. along the South line of Section 9, 674.55 ft. to the Southwest Corner of Section 9; thence N. 00°-15'-16" W. along the West line of said Section 9, 689.00 ft. to the Southerly shore of Lake; thence S. 60°-31'-35" E. along said line, 312.00 ft.; thence S. 05°-08'-31" E., 312.00 ft.; thence S. 05°-08'-31" E. along the North line of Section 16

(South line of Section 9), 946.06 ft.; thence N. 00°-03'-42" E., 351.03 ft. to a Point on the Shore of Madron Lake; thence traversing said Shore, N. 69°-17'-53" E., 208.31 ft. and N. 04°11'-32" W., 330.24 ft. and N. 26°-00'-40" W., 92.88 ft. and N. 39°-54'-20" W., 222.01 ft. and N. 76°-05'-21" W., 273.67 ft. and N. 66°-52'-55" W., 280.89 ft. and N. 38°-33'-00" W., 640.60 ft. and N. 84°-58'-43" W., 640.57 ft. and S. 74°-46'-24" W., 297.36 ft.; thence N. 00°-15'-16" W. along the West line of Section 9 and the Centerline of Burgoyne Road, 848.02 ft. to the West quarter Post of said Section; thence N. 89°-34'-08" E. along the East and West quarter Line of said Section, 1325.07 ft.; thence N. 00°-19'-08" W. along the West line of the East half of the Northwest quarter of said Section 9, 822.22 ft.; thence N. 89°-34'-54" E., 1325.77 ft.; thence S. 00°-16'-13" E. along the North and South quarter line of said Section, 821.93 ft. to the Center of Section 9; thence S. 00°-16'-21" E., 1658.23 ft.; thence N. 89°-29'-37" E., 2645.79 ft.; thence S. 00°-13'-28" E. along the East line of Section 9 and the Centerline of Wolkins Road, 493.20 ft.; thence S. 89°-29'-13" W. parallel with the South line of Section 9, 165.00 ft.; thence S. 00°-13'-28" E., parallel with the East line of Section 9, 495.00 ft.; thence S. 89°-29'-13" W. along the South line of said Section 9 (North Line of Section 16), 2479.96 ft. to the Point of Beginning. This parcel contains 244.517 Ares.

Said parcel extends to the shore of Madron Lake with non-exclusive riparian rights thereto. Subject to and together with easements for installation, maintenance and replacement of utility lines and mains, applicable building and use restrictions, highway rights-of-way and other easements, if any, of record.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association By-Laws and Rules and Regulations of the Camp Madron Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Camp Madron as a Condominium. As used in such documents, unless the context otherwise requires:

(a) "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) "Arbitration Association" means the American Arbitration Association or its successor.

(c) "Association of Co-Owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "Association By-Laws" means the corporate By-Laws of the Association organized to manage, maintain and administer the Project.

(e) "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV hereof.

(f) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

(g) "Condominium Documents" means and includes this Master Deed and all exhibits thereto recorded pursuant to the Act, and any other instrument referred to herein which affects the rights and obligations of a Co-Owner in the Condominium.

(h) "Condominium Premises" means the land described in Article II above, as the same may be amended, all improvements and structures located or to be located thereon, and all easements, appurtenances and other rights belonging to Camp Madron Condominiums as described herein.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto, being the site, survey and other drawings depicting the real property and improvements which form a part of this recorded instrument.

(j) "Condominium Unit", "Site Unit" or "Unit" means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed. All structures and improvements, utility lines and facilities, water wells, septic tanks, roads and driveways now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located

and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

(k) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default thereunder. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

(l) "Developer" means Camp Madron Limited Partnership, an Illinois limited partnership, which has made and executed this Master Deed, its successors and assigns.

(m) "Development and Sales Period", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors thereunder, shall be deemed to continue for as long as the Developer continues to own any Unit in the Project.

(n) "General Common Elements" means those common elements of the Project described in Article IV.A hereof which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(o) "Limited Common Elements" means those common elements of the Project described in Article IV.B hereof which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(q) "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project.

(r) "Project", "Condominium", or "Condominium Project" means Camp Madron Condominiums, a condominium development established in conformity with the provisions of the Act.

(s) "Transitional Control Date" means the date on which a Board, of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the

Developer exceed the votes which may be cast by the Developer.

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

#### ARTICLE IV

##### COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit "B," and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

A. The General Common Elements are:

(1) The land described in Article II hereof not otherwise designated as a Limited Common Element, excluding that portion of the land described in Article V.A below and in the Condominium Subdivision Plan as constituting a part of a Condominium Unit, and including easement interests of the Condominium in the land provided to it for ingress and egress;

(2) The roadways, walkways, steps, parking areas, lawns, trees, shrubs and other plantings located on the common areas of the Project;

(3) The electrical, telephone and/or future cable television wiring networks throughout the common areas of the Project, up to the point of lateral connection for unit service;

(4) The sewage disposal, septic and/or storm drainage systems (including drainage easements) serving the Project, up to the point of lateral connection for unit service;

(5) The community building, caretaker's house, athletic fields, tennis courts, beach area, orchard and any other recreational or common-use facilities or interest therein which may be constructed or designated on the land described in Article II; and

(6) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility and/or future cable television lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by a utility or cable television company that is providing or will provide the pertinent service. Accordingly, such utility and/or future cable television lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

B. The Limited Common Elements are:

(1) The pipes, ducts, wiring and conduits supplying electricity, gas, telephone, television and/or other utility service to or from a Unit, up to the point of lateral connection with a general common element of the Project;

(2) The land located within Unit boundaries, from and below a depth of 12 feet, as shown on the Subdivision Plan attached as Exhibit B; and

(3) Absorption Fields No. 1, 2 & 3, as designated on the Subdivision Plan attached as Exhibit B. The condominium units to which such absorption fields are appurtenant, and which have the right to discharge sanitary waste into each such absorption field, are described in the Condominium Subdivision Plan.

C. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(1) The costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV.B(1) shall be the responsibility of the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant.

(2) Unit owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements erected within the boundaries of the Unit; provided, that the exterior appearance of all structures and yard areas, to the extent visible from any other Unit or Common Element, shall be subject at all times to the approval of the Architectural Review Committee appointed by the Board of Directors and to such reasonable aesthetic and maintenance standards as may be prescribed by the Committee in accordance with the Architectural Guidelines attached hereto as Exhibit C.

(3) The cost of cleaning, decoration, maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, except to the extent of repair or



replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

(4) While it is intended that each Co-owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his residence or any Limited Common Element appurtenant thereto in a proper manner and in accordance with the standards set forth by the Association.

In the event a Co-owner fails, as required by this Master Deed, the By-Laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit or any improvement or appurtenance located therein or any Limited Common Element appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period), shall have the right, but not the obligation, to undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to residences or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal and forestry preservation).

Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-Laws. The lien for non-payment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

D. Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project or in any other way 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 appurtenant thereto.

## ARTICLE V

### DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as surveyed by Merritt Engineering, Inc., consulting engineers and surveyors. Detailed plans and specifications have been filed with the Township of Buchanan. Each Unit shall include the land area located within unit boundaries to a depth of 12 feet below grade level and a height of 200 feet above grade level, as shown on Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

B. The total value of the Project is 100, and the percentage thereof assigned to each of the 49 Condominium Units in the Project shall be equal. The determination that Percentages of Value for all such Units shall be equal was made after reviewing the comparative size (based upon square footage), market value, location and allocable expenses of maintenance for each Unit and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. Except as otherwise provided in this Master Deed, such Percentages of Value shall be changed only in the manner provided by Article VII expressed in an amendment to the Master Deed, duly executed and recorded.

C. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B hereof may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Co-Owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and Mortgagee thereof. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth herein, the proportionate reallocation of percentages of

value of existing Units which Developer or its successors may determine to be necessary in conjunction therewith. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

## ARTICLE VI

### EASEMENTS

In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or which it may elect to assume, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-Laws.

Until final completion of the Project as described in Article I of this Master Deed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) for the unrestricted use of all roadways, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any Unit owned by it and to and from all or any portion of the land described in Article II; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

## ARTICLE VII

### AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Berrien County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

(1) The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the dimensions of unsold condominium units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(2) The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer herein, including without limitation rights to amend for purposes of modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.

(3) A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B

hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer, its successors or assigns.

(4) 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 the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners and mortgagees of record shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, as follows:

(1) Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(2) Upon recordation of an instrument terminating the Project, the property constituting the condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

(3) Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(4) Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the administrator.

IN WITNESS WHEREOF, the Developer has duly executed this Master Deed on the day and year first above written.

CAMP MADRON LIMITED PARTNERSHIP

Witnesses:

By: Horwitz Matthews, Inc., its  
General Partner

[Signature]

By: X [Signature]

[Signature]

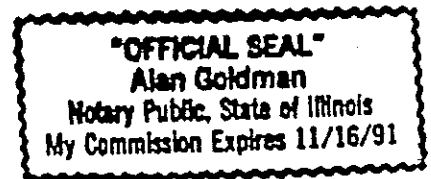
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

On this 28 day of October, 1988, before me, a Notary Public in and for said county, appeared TEM HORWITZ, to me personally known, who being by me duly sworn, did say that (s)he is the President of the corporation that is the general partner of the Developer, Camp Madron Limited Partnership, which executed the within instrument; and that said instrument was signed on behalf of the corporation and acknowledged the instrument to be the free act and deed of the corporation for the uses and purposes therein set forth.

[Signature]  
Notary Public, Cook County, IL  
My commission expires: 11/16/91

PREPARED BY:

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and

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EXHIBIT "A"

CONDOMINIUM BY-LAWS OF  
CAMP MADRON CONDOMINIUMS

ARTICLE I

CONDOMINIUM PROJECT

**Section 1. Organization.** Camp Madron Condominiums, a Residential Site Condominium Project located in Buchanan Township, Berrien County, Michigan, shall be administered by an Association of Co-Owners organized as a non-profit corporation under the laws of the State of Michigan.

**Section 2. Compliance.** All present and future Co-Owners, mortgagees, lessees or other persons who may use, enter upon or acquire any interest in the Condominium in any manner shall be subject to and comply with the provisions of Act 59 of Michigan Public Acts of 1978, as amended, the Master Deed and Condominium By-Laws, and the Articles of Incorporation, By-Laws and Rules and Regulations adopted by the Association which pertain to the use and operation of the Condominium Project; provided, that in the event of a conflict between the provisions of the statute and any other document referred to herein, the provisions of the statute will govern. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease or the act of occupying a Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply with the terms and provisions thereof.

ARTICLE II

MEMBERSHIP AND VOTING

**Section 1. Membership.** Each Co-Owner of a Condominium Unit in the project, present and future, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Unit in the Condominium.

**Section 2. Voting Rights.** Except as limited in the Master Deed and in these By-laws, the Owner or Owners of any Unit shall be entitled collectively to one vote for that Unit. It shall be the responsibility of the Co-Owners of any one Unit to determine

how that one vote ascribed to that Unit shall be applied on any issue requiring a vote.

**Section 3. Members Entitled to Vote.** If a Unit is owned by one person, the right to vote shall be established by the presentation of evidence of ownership of that Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-Owner thereof. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit.

**Section 4. Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Association before the appointed time of the meeting.

**Section 5. Majority.** At any meeting of members at which a quorum is present, 51% of the Units represented at the meeting shall constitute a majority for the approval of the matters presented to the meeting, except as might otherwise be required herein, by the Master Deed or by law.

### ARTICLE III

#### MEETINGS AND QUORUM

**Section 1. Initial Meeting of Members.** The first meeting of the members of the Association may be convened only by the Developer and shall be called not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of fifty percent (50%) of the Units. The Developer may call meetings of members of the Association for informative or other appropriate purposes prior to the initial meeting of members, but no such meeting shall be construed as the initial meeting of members.

**Section 2. Advisory Committee.** The Board of Directors shall establish an Advisory Committee of non-Developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the Condominium



Units has been conveyed to non-Developer Co-Owners; or (b) one year after the first conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-Owner; whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-Developer Co-Owners. The Advisory Committee shall meet at least quarterly with the Board of Directors. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

**Section 3. Annual Meeting of Members.** Following the first meeting of members, an annual meeting of the members shall be held in each year at the time and place specified in the Association By-Laws. At least 10 days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be mailed to each member entitled to vote at the meeting.

**Section 4. Special Meetings of Members.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon presentation to the Secretary of the Association of a petition signed by five (5) of the Owners. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Quorum of Members.** The presence in person or by proxy of Co-Owners owning one-half of the number of Units shall constitute a quorum of members. If the quorum shall not be present at a meeting, the members present must adjourn the meeting from time to time until such time as a quorum is obtained.

#### ARTICLE IV

#### ADMINISTRATION

**Section 1. Board of Directors.** The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner set forth in the

Association By-Laws; provided, that until the initial meeting of members as provided in Article III, Section 1 hereof, the Directors designated in the Articles of Incorporation shall serve.

**Section 2. Powers and Duties.** The Board shall have all powers and duties necessary for the administration of the affairs of the Condominium. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Determination, assessment and collection of amounts required for the operation and other affairs of the Condominium;
- (c) Employment and dismissal of personnel as necessary for the efficient operation of the Condominium;
- (d) Adoption and amendment of rules and regulations covering the details of the use of the Condominium Project;
- (e) Opening of bank accounts on behalf of the Condominium and designating signatories required therefor;
- (f) Obtaining insurance for the Condominium Project for fire and extended coverage of the Common Elements, vandalism and malicious mischief, liability and workers' disability compensation, if applicable, and any other insurance which the Board may deem appropriate, the premiums of which shall be an expense of administration;
- (g) Authorizing the execution of contracts, deeds of conveyance, easements and rights of way affecting real or personal property of the Condominium Project on behalf of the Co-Owners;
- (h) Making repairs, additions and improvements to, or alterations of, the Condominium Project, and repairs to and restoration of the Project in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation of eminent domain proceedings; and
- (i) Have general authority to enter into a lease or rent the caretaker's house on such terms and conditions as the Board may see fit including allowing an employee of the Association and his or her family to live in the house rent free as part of his or her compensation package.

**Section 3. Books of Account.** The Association shall cause to be kept detailed books of accounts showing all expenditures and receipts affecting the Condominium project and its administration. The books shall also specify the maintenance and repair expenses of the Common Elements and any other operating expenses incurred by or on behalf of the Association and its Co-Owners. Such accounts shall be open for inspection by the Co-Owners during reasonable working hours at a place to be designated by the Association. The Association may employ a certified public accountant for the purpose of an annual review or audit, which need not be certified, of the books and records of the Association. The cost of such examination shall be an expense of administration. Financial statements shall be provided to Co-Owners at least annually.

**Section 4. Administrative Expenses.** All costs incurred by the Association in satisfaction of any liability arising out of, caused by or connected with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance against liabilities or losses arising out of, caused by or connected with the Common Elements or the administration thereof shall be receipts of administration.

**Section 5. Managing Agent.** The Board may employ for the Condominium a Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties listed in Section 2 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed.

**Section 6. Officers.** The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent herewith. Officers may be compensated but only upon the affirmative vote of two-thirds (2/3) of the members.

## ARTICLE V

### OPERATION OF THE PROPERTY

**Section 1. Personal Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners and personal property taxes thereon shall be treated as expenses of administration.

**Section 2. Assessments.** The Board shall from time to time, and at least annually, adopt a budget for the Condominium which shall include the estimated funds required to defray common expenses for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and shall allocate and assess such common charges against all Co-Owners according to their respective interests on a monthly basis. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners on an equal basis.

The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium Project under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve fund for major repairs and replacement of Common Elements and for meeting any deficit in the common expense for any prior year. The Board shall advise each Co-Owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-Owners.

**Section 3. Reserve Fund.** The Association of Co-Owners shall maintain a reserve fund for major repairs and replacement of Common Elements. The reserve fund shall, at a minimum, be equal to 10% of the Association's current annual budget on a noncumulative basis. The reserve fund shall only be used for major repairs and replacement of the Common Elements. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

The minimum required amount of funds must be set aside by the date on which an Association of Co-Owners takes office pursuant to an election in which the votes that may be cast by non-Developer Co-Owners exceed the votes that may be cast by the Developer ("Transitional Control Date"). The Developer shall be liable for any deficiency in the minimum required amount at the Transitional Control Date.

**Section 4. Collection of Assessments.** Except as provided in Section 5, Owners of each Unit shall be obligated for the payment of all monthly assessments levied with regard to the Unit so owned and Common Elements so enjoyed during the time of ownership and enjoyment thereof, and no Co-Owner may be exempted from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the

Common Elements or by the abandonment of the Unit. In the event of default by any Owner in paying the assessed common charges, the Owner shall automatically be charged a reasonable late charge in an amount established by the board and published in accordance with procedures in duly adopted rules and regulations of the Association. Unpaid assessments shall constitute a lien on the Unit prior to all other liens except tax liens and the Association may enforce the collection thereof by suit at law for a money judgment or by foreclosure of the liens securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a reasonable rental for the Unit may be collected from the Co-Owner thereof or anyone claiming under him, and all expenses incurred in collection, including interest, costs and attorneys' fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default. The Association may also discontinue the furnishing of any services to a Co-Owner upon seven (7) days prior written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

**Section 5. Obligations of the Developer.** Until such time as the regular monthly assessments paid by Co-Owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it.

After the time at which the regular monthly assessments paid by Co-Owners other than the Developer are sufficient to support the costs of administration (excluding reserves), the Developer shall be assessed by the Association for (i) actual current expenses of administration actually incurred by the Association from time to time which are directly related to Units owned by the Developer, and (ii) a pro-rata share of expenses of administration incurred by the Association from time to time and which relate to costs and expenses which are not related directly to ownership and use of a Unit, such as legal and accounting fees, liability insurance and maintenance of roadways. In no event shall the Developer be responsible for payment of any assessments for or with respect to deferred maintenance, reserves for replacement, reserves for contingencies, capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. For purposes of this paragraph, a "completed building" shall mean a building with respect to which a certificate of occupancy or its equivalent has been issued by the Township of Berrien.

In no event shall the Developer be liable for any assessment levied in whole or in part to purchase a Unit from the Developer

or to finance litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar related costs.

**Section 6. Maintenance and Repair.** The Association shall maintain and repair the General Common Elements and the Limited Common Elements, except to the extent expressly provided to the contrary in the Master Deed. The costs thereof shall be charged to all the Co-Owners as common expenses, unless necessitated by the negligence, misuse or neglect of a Co-Owner in which case such expenses shall be charged to such Co-Owner. If it so chooses, the Association may, but shall have no obligation to, maintain roads, driveways, utilities, water and septic lines and facilities located within the Units to the point of contact with a residence located within a Unit. These costs shall be charged to all Co-Owners as common expenses. The Association or its agent shall have access to each Unit from time to time for the purpose of maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom. The Association or its agent shall also have access to each Unit at all times without notice of making emergency repairs necessary to prevent damage to other Units, the Common and/or Limited Elements, or both. Any amounts so incurred by the Association shall constitute assessments which shall be paid to the Association in the manner provided in Section 4 above and the failure of any Co-Owner to pay such assessments shall permit the Association to exercise the rights and remedies provided for in such Section 4.

All other maintenance and repair obligations shall rest on the individual Co-Owner. Each Co-Owner shall maintain his Unit in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, propane gas, septic, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. The Association shall have the right, but not the obligation, to cause any maintenance and repair to be made with respect to the Unit, after first giving the Co-Owner seven (7) days prior written notice, except in the case of an emergency, in which event no prior written notice shall be required. Any amounts so incurred by the Association shall constitute assessments which shall be paid to the Association in the manner provided in Section 4 above and the failure of any Co-Owner to pay such assessments shall permit the Association to exercise the rights and remedies provided for in such Section 4.

Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, his family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there

shall not be such responsibility. If reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Co-Owner shall bear the expense to the extent of the deductible amount, anything else in these By-Laws to the contrary notwithstanding. Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual Co-Owner may be assessed to and collected from the responsible Co-Owner in the manner provided for regular assessments in Article V, Section 4, hereof.

Each Co-Owner shall be individually responsible for the maintenance, repair and replacement of all improvements and structures on or within his Unit, including all walls, windows, window walls, sliding glass doors, screens, garage doors and front entry doors to each structure, regardless of the cause of such maintenance, repair and replacement, and in no event shall the Association be liable therefor or for the decoration, maintenance, repair or replacement of any portion of any such structure; provided, however, that no construction, replacement, repair or decoration of any structure shall be undertaken by a Co-Owner without the express written approval of the Association or of the Architectural Review Committee appointed by the Board of Directors for such a purpose.

**Section 7. Taxes.** Subsequent to the year in which the Condominium Project is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Project or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium Project in the year of its establishment shall be an expense of administration and shall be paid by the Co-Owners in the manner provided by Section 1 of this Article. The value assessed for property tax purposes against each Unit shall bear the same relation to the assessment against the entire Project as the percentage of value assigned to each individual Unit bears to the total value of the Project. Property taxes and assessments on Common Elements shall likewise be assessed to each Unit.

**Section 8. Use Restrictions.** The use of Condominium property shall be subject to the following limitations:

(a) No Condominium Unit shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

(b) No building, structure or other improvements shall be constructed within the perimeters of a Unit or elsewhere on the Condominium, nor shall any exterior addition, modification or structural alteration be made to any

existing building, structure or improvement, unless plans and specifications therefore, containing such detail as the Association may reasonably require, are in accordance with Architectural Guidelines duly adopted as rules and regulations of the Association and have first been approved in writing by the Architectural Review Committee appointed by the Board. Construction of any building or other improvements, exterior additions, modifications or structural alterations also must be in compliance with all applicable zoning and building codes in force at the time of such construction, addition, modification or alteration and receive any necessary approvals from the local public authority. The Architectural Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such plans and specifications the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed structure, addition, modification or alteration, the site upon which it is proposed to be constructed, the proposed location within the Unit, the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development in a natural woodland setting; it shall apply to the Association, all Owners and, with respect to any Condominium Units owned by the Developer, the Developer.

(c) A 5625 square foot "buildable area" shall be designated on each Unit lot. All dwelling structures, decks, fences and formal landscaping are restricted to this area with the following exceptions:

(i) Garages, storage buildings and parking areas are permitted outside the "buildable area" but must be a minimum of five (5) feet from all lot lines and not less than thirty (30) feet away from all neighboring buildings.

(ii) Formal landscaping is permitted up to five (5) feet from each side of the driveway.

(d) No Owner shall construct on a Condominium Unit any satellite dish or other electronic receiving device that would alter the exterior appearance of any structure built



on the Condominium Unit, without the written permission of the Association.

(e) No Owner shall damage, modify or make attachments to Common Elements.

(f) No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or may become an annoyance or a nuisance to the Owners of the Condominium nor shall any unreasonably noisy activity be carried on in any Unit or the Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium.

(g) No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs.

(h) Neither the Limited nor the General Common Elements shall be used to store supplies, materials, personal property, trash or refuse of any kind, except as provided in duly adopted Association rules and regulations. Trash receptacles shall be maintained so that they do not attract wildlife and are not visible from adjacent property and roads nor from the exterior of the structures within the Unit. In general, activity shall not be carried on nor conditions maintained by an Owner, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium or endangers the environmental or historical resources of the Condominium.

(i) Paths, yards, landscaped areas, driveways, roads, parking areas, and, in general, all of the General Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, unless in designated areas, chairs or benches may be left unattended on or about the Common Elements, except as provided by duly adopted rules and regulations of the Association. Vehicles may not be operated in any part of the Condominium or in any Condominium Unit at an unreasonable speed whether or not posted. The Board shall from time to time establish and post speed limits which shall, in any case, be no greater than fifteen (15) miles per hour. Owners and their occupants, tenants, employees, invitees, guests and members of their respective families shall observe all posted signs. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by

duly adopted rules and regulations. No ATV, motorbikes, motorcycles, snowmobiles or any other type of off-road vehicles powered by internal combustion engines shall be used on the Condominium. Only small electric motor boats (five horse power or less), paddle boats, rowboats, canoes and sailboats shall be used by Owners or their occupants, tenants, employees, invitees or guests on Madron Lake.

(j) No Owner shall use, or permit any occupant, tenant, agent, employee, invitee or guest to use, any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium.

(k) Parking is permitted in driveways within the Units only. Parking on the roads constituting Common Elements is prohibited, except as provided by duly adopted rules and regulations of the Association. Internal combustion vehicles are not allowed on paths leading to the recreation facilities (including, by way of example, tennis courts, athletic fields, children's playground and beach area). The large common parking area opposite the lodge is for parking vehicles that cannot be accommodated in the driveways of Owners. Long term use of this facility for either parking or boat storage is prohibited, except as provided by duly adopted rules and regulations of the Association.

(l) No animal shall be kept, except common household pets in reasonable numbers (which shall be established from time to time by rules and regulations duly adopted by the Association). Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No horses or other livestock, poultry or savage or dangerous animal shall be kept. No pets may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements, who shall be responsible for cleaning up any solid or offensive waste products deposited by the animal on the beach, lawns, gardens, playing fields, paths, roads and similar maintained Common Elements. No animal shall be allowed to make noise that interferes with the other Unit Owners. The Association may charge all Owners maintaining animals, or whose tenants or occupants maintain animals, a reasonable additional assessment if the Association determines that it is necessary to defray the maintenance cost of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by

this Section or duly adopted rules and regulations of the Association. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted.

(m) No house trailers, commercial vehicles, gasoline engine powered boats, camping vehicles, camping trailers, snowmobiles or snowmobile trailers shall be allowed upon the premises of the Condominium unless stored in a garage. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business.

(n) No Owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Condominium Unit or Limited Common Elements without the approval of the Architectural Review Committee appointed by the Board of Directors. The Architectural Review Committee shall be supplied with a landscaping plan for approval prior to any landscaping. No Owner shall remove any trees or existing landscaping from any Unit or any part of the Condominium without the approval of the Architectural Review Committee. However, an Owner may, from time to time, change "annual" plantings within a "flower bed" or "planting bed" that is part of a previously approved landscaping plan. Landscaping plans that foster perpetuation of the indigenous vegetation of the Condominium are encouraged by the Association.

(o) No unsightly condition shall be maintained within a Unit, outside a building, or upon any balconies, porches or decks.

(p) No temporary dwellings shall be permitted in lieu of a permanent residence.

(q) Owners and their occupants, tenants, employees, invitees, guests and members of their respective families and any other persons using the facilities of the Condominium shall comply with environmental protection restrictions and guidelines contained in duly adopted rules and regulations of the Association.

(r) Condominium Units shall not be rented for a period of less than thirty (30) consecutive days. An Owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

(s) The terms of all leases, occupancy agreements and occupancy arrangements (collectively, "leases") shall incorporate, or be deemed to incorporate, and be subject to, all of the provisions of the Act, the Condominium Documents and duly adopted rules and regulations of the Association; failure of the lessee or occupant to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Owner making such lease shall not be relieved thereby from any of said obligations.

(t) No Owner shall take any action on or with respect to his Unit that violates any federal, state or local statute, regulation, rule or ordinance.

(u) Reasonable rules and regulations concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such rules and regulations or amendments thereto shall be approved by a majority of the Owners entitled to vote. Copies of such rules, regulations and amendments thereto shall be furnished to all Owners and shall be deemed to be approved by a majority of Owners entitled to vote and to be effective thirty (30) days after mailing or delivery thereof to each Owner, unless one-third (1/3) of the Owners entitled to vote object in writing to such rule, regulation or amendment within the thirty (30) days. Objection in writing to such rule, regulation or amendment by one-third (1/3) or more of the Owners entitled to vote shall be deemed to be a petition by the requisite number of Owners to call a special meeting of the Owners pursuant to Article III Section 4 of these Condominium By-Laws for the purpose of considering such rule, regulation or amendment thereto. A rule, regulation or amendment thereto shall be considered duly adopted if a majority of all the Owners entitled to vote (1) vote in person or by proxy at the special meeting in favor of such rule, regulation or amendment or (2) if not in attendance at such meeting or represented thereat by proxy, deliver their written vote in favor of such rule, regulation or amendment to the Secretary of the Association at or prior to such meeting.

(v) None of the restrictions contained in this Article V shall apply to the commercial activities or signs of the Association in furtherance of its powers and purposes as set forth herein and in its corporate Articles of Association and By-Laws as each may be amended from time to time.

(x) Failure or allegations of failure by any Owner, by any Owner's occupants, tenants, employees, invitees or guests or by any other persons using the facilities of the Condominium to comply with any of the terms of the Act, the Master Deed, these By-Laws, the corporate Articles of Incorporation, By-Laws and the duly adopted Rules and Regulations of the Association, as provided in Article I, Section 2 hereof, shall be dealt with pursuant to enforcement procedures in duly adopted rules and regulations of the Association. If not resolved pursuant to such enforcement procedures, failure to comply with the foregoing instruments shall be grounds for such relief as may be appropriate to the nature of such breach, which remedies may include an action to recover sums due for damages and/or an action for injunctive relief. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws or duly adopted rules and regulations of the Association shall not constitute a waiver of the rights of the Association to enforce its appropriate remedies that might be necessary as a consequence of such breach.

(y) The Board in its discretion may grant a written exception to an Owner from the strict application of the restrictions set forth in this Section 8, duly adopted rules and regulations of the Association or a decision of the Architectural Review Committee as required by Sections 8(b) and 8(n) above, provided that the Board takes into consideration the views of the Owners of the five Units whose boundaries are closest to the boundary of the Unit seeking the exception and the views of any other Owner whose Unit may be particularly affected by any such exception.

In addition to any exception granted by the Board, the Owner may be required to obtain approval of a departure from a particular provision of the zoning or building codes of Buchanan Township of Berrien County, Michigan in the appropriate form from the appropriate authorities.

**Section 9. Instituting Legal Actions.** The Association may not institute a legal action that seeks more than \$10,000 in damages without first obtaining the consent of two-thirds (2/3) of all Co-Owners and two-thirds (2/3) of all mortgagees at any

regular meeting, or at a special meeting called for such purpose. For purposes of such voting, each mortgagee shall have one (1) vote for each mortgage held.

## ARTICLE VI

### INSURANCE, REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS

**Section 1. Insurance.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and public liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the Co-Owners, the mortgagees and the Developer, as their interests may appear. Each Co-Owner, at his own expense, must obtain insurance against fire and other hazards for his Unit and all structures and other improvements located thereon. The Association shall have absolutely no responsibility for obtaining such coverage. It shall also be each Co-Owner's responsibility to obtain insurance coverage for his personal property located on or within his Unit or elsewhere on or within the Condominium and for his personal liability for occurrences on or within his Unit or upon Limited Common Elements appurtenant to his Unit. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association.

(c) All premiums upon insurance purchases by the Association pursuant to these By-Laws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium is required by Section 3 of this Article, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction unless all of the holders of first mortgages on Units in the Project have given their prior written approval.

**Section 2.** Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**Section 3. Reconstruction or Repair.** If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-Owners in the Condominium that the Condominium shall be terminated and each holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no Unit is tenantable, and if each holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the

Co-Owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

**Section 4.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to that existing prior to damage unless the Co-Owners shall unanimously decide otherwise, and such reconstruction or repair shall be performed in accordance with current fire and building code standards.

**Section 5.** Each Co-Owner shall be responsible for the prompt reconstruction, repair and maintenance of all improvements and structures on or within his Unit except as provided in Section 6 below. All such work shall be performed in accordance with current fire and building code standards and these Condominium Documents. Each Co-Owner shall be responsible for the reconstruction, repair or maintenance of the dwelling, other structures and improvements, walks, driveways, parking areas and utilities (including but not limited to water, telephone, electric and septic lines and facilities) located within each Co-Owner's Unit. Any such work performed in these areas must be approved by the Association. If any other portion of a Unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

**Section 6.** The Association shall be responsible for the reconstruction, repair and maintenance of the Common and Limited Elements and any incidental damage to a Unit caused by such Common or Limited Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates for the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.



**Section 7.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and his mortgagee, as their interest may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

**Section 8.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of

Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VII

### MORTGAGES

**Section 1. Notice of Mortgage.** Any Co-Owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Co-Owners; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision which is related thereto.

**Section 2. Notice of Default.** The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges or other defaults by the Co-Owner of the mortgaged Unit, and shall furnish the individual mortgagees with complete information on all insurance carried by the Association.

## ARTICLE VIII

### AMENDMENTS

**Section 1. Proposal.** Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the Co-Owners by an instrument in writing signed by them.

**Section 2. Meeting to be Held.** If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

**Section 3. Vote Required.** These Condominium By-Laws may be amended by an affirmative vote of two-thirds (2/3) of all Co-Owners and two-thirds (2/3) of all mortgagees at any regular meeting, or at a special meeting called for such purpose. For purposes of such voting, each mortgagee shall have one (1) vote for each mortgage held.

**Section 4. Effective Date.** Any amendment to these By-Laws (but not to the Association By-Laws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

**Section 5. Costs of Amendment.** Any person causing or requesting an amendment to these Condominium by-Laws shall be responsible for the cost and expenses of considering, adopting, preparing and recording such amendment.

**Section 6. Notice; Copies of Amendment.** Co-Owners and mortgagees of record of Condominium Units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to these Condominium By-Laws shall be furnished to every Co-Owner after recording; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article or the Act shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE IX

### DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Act or as set forth in the Master Deed to which these By-Laws are attached as an exhibit.

## ARTICLE X

### REMEDIES FOR DEFAULT

**Section 1. Relief Available.** Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

- (a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover

sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

(b) In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against Co-Owners after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter, where reasonably necessary, upon the Limited or General Common Elements, or into any Unit, and summarily remove and abate, at the expense of the violating Co-Owner, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

**Section 2. Failure to Enforce.** The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

**Section 3. Rights Cumulative.** All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

## ARTICLE XI

### SEVERABILITY

If any of the terms, provisions or covenants of these By-Laws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## ARTICLE XII

### CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium By-Laws;
- (3) The Articles of Incorporation of the Association;
- (4) The By-Laws of the Association; and
- (5) The Rules and Regulations of the Association.

These By-Laws of Camp Madron Condominiums were adopted by its Developer, Camp Madron Limited Partnership, on the 28th day of October, 1988.

CAMP MADRON LIMITED PARTNERSHIP, an  
Illinois limited partnership

By: Horwitz Matthews, Inc., an Illinois  
corporation, General Partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

RECORDED

FIRST AMENDMENT TO MASTER DEED OF  
CAMP MADRON CONDOMINIUMS FEB 23 4 00 PM '89

*Berrien County*  
REGISTER OF DEEDS

THIS FIRST AMENDMENT TO MASTER DEED is made and executed as of the 28th day of December, 1988, by Camp Madron Limited Partnership, an Illinois limited partnership ("Developer"), whose principal office is situated at 814 North Franklin Street, Third Floor, Chicago, Illinois 60610, represented herein by its general partner, who is fully empowered and qualified to act on behalf of said limited partnership.

W I T N E S S E T H:

WHEREAS, on November 22, 1988, Developer caused a certain Master Deed (the "Master Deed") for Camp Madron Condominiums to be filed in the Office of the Berrien County Records in Liber 49 of Condominiums, Page 1; and

WHEREAS, Developer desires, by recording this First Amendment, to correct certain errors contained in the Master Deed.

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. Article II of the Master Deed is deleted and the following substituted in lieu thereof:

"Legal Description

The land upon which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Buchanan, Berrien County, Michigan and is described in Exhibit A attached to that certain First Amendment to Master Deed of Camp Madron Condominiums dated as of December 28, 1988 made by Camp Madron Limited Partnership, an Illinois limited partnership.

Said parcel extends to the shore of Madron Lake with non-exclusive riparian rights thereto. Subject to and together with easements for installation, maintenance and replacement of utility lines and mains, applicable building and use restrictions, highway rights-of-way and other easements, if any, of record."

2. Exhibit "B" attached to the Master Deed is amended by deleting Page 2 thereof and substituting therefor the revised Page 2 attached to this First Amendment as Exhibit B.

3. Except as expressly provided herein, the Master Deed shall continue and remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this First Amendment has been made and executed as of the date first above written.

CAMP MADRON LIMITED PARTNERSHIP, an Illinois limited partnership

By: HORWITZ MATTHEWS, INC., its general partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES:

By: \_\_\_\_\_

By: \_\_\_\_\_

Mary V. White  
Alan Goldman





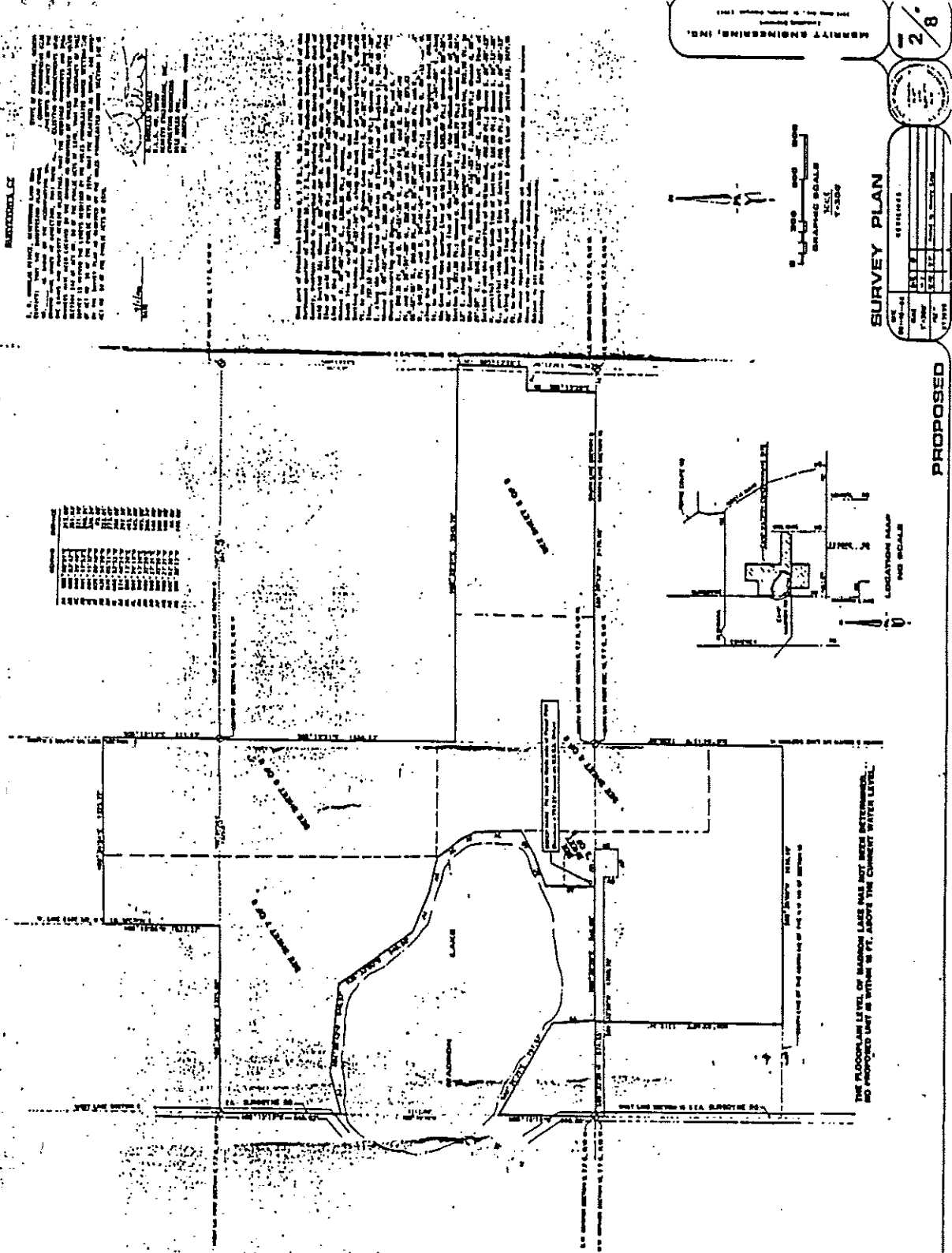
EXHIBIT A

LEGAL DESCRIPTION

That part of Fractional Section 9, T. 7 S., R. 18 W., and the North half of the Northwest quarter of Section 16, T. 7 S., R. 18 W., Buchanan Township, Berrien County, Michigan which is described as: Beginning at the North quarter Post of said Section 16; thence S.  $00^{\circ}-04'-15''$  W. along the North and South quarter line of said Section, 1320.88 ft.; thence S.  $89^{\circ}-35'-09''$  W. along the South Line of the North half of the Northwest quarter of Section 16, 1976.19 ft.; thence N.  $00^{\circ}-03'-40''$  E., 1319.34 ft.; thence, S.  $89^{\circ}-32'-29''$  W. along the South line of said Section 9, 674.55 ft. to the Southwest Corner of said Section; thence N.  $00^{\circ}-15'-16''$  W. along the West line of said Section 9, 689.00 ft. to the Southerly shore of Madron Lake; thence S.  $60^{\circ}-31'-35''$  E. along said line, 757.63 ft.; thence S.  $05^{\circ}-08'-31''$  E., 312.00 ft.; thence N.  $89^{\circ}-32'-29''$  E. along the North line of Section 16 (South line of Section 9), 946.06 ft.; thence N.  $00^{\circ}-03'-42''$  E., 351.03 ft. to a Point on the Shore of Madron Lake; thence traversing said Shore, N.  $69^{\circ}-29'-40''$  E., 221.19 ft. and N.  $61^{\circ}-17'-53''$  E., 208.31 ft. and N.  $04^{\circ}-11'-32''$  W., 330.24 ft. and N.  $26^{\circ}-00'-40''$  W., 92.88 ft. and N.  $39^{\circ}-54'-20''$  W., 222.01 ft. and N.  $76^{\circ}-05'-21''$  W., 273.67 ft. and N.  $66^{\circ}-52'-55''$  W., 280.89 ft. and N.  $35^{\circ}-33'-00''$  W., 640.60 ft. and N.  $84^{\circ}-58'-43''$  W., 640.57 ft. and S.  $74^{\circ}-46'-24''$  W., 297.36 ft.; thence N.  $00^{\circ}-15'-16''$  W. along the West line of Section 9 and the Centerline of Burgoyne Road, 848.02 ft. to the West quarter Post of said Section; thence N.  $89^{\circ}-34'-08''$  E. along the East and West quarter Line of said Section, 1325.07 ft.; thence N.  $60^{\circ}-19'-08''$  W. along the West line of the East half of the Northwest quarter of said Section 9, 822.22 ft.; thence N.  $89^{\circ}-34'-54''$  E., 1325.77 ft.; thence S.  $00^{\circ}-16'-13''$  E. along the North and South quarter line of said Section, 821.93 ft. to the Center of Section 9; thence S.  $00^{\circ}-16'-21''$  E., 1658.23 ft.; thence N.  $89^{\circ}-29'-37''$  E., 2645.79 ft.; thence S.  $00^{\circ}-13'-28''$  E. along the East line of Section 9 and the Centerline of Wolkins Road, 493.20 ft.; thence S.  $89^{\circ}-29'-13''$  W. parallel with the South line of Section 9, 165.00 ft.; thence S.  $00^{\circ}-13'-28''$  E., parallel with the East line of Section 9, 495.00 ft.; thence S.  $89^{\circ}-29'-13''$  W. along the South line of said Section 9 (North Line of Section 16), 2479.96 ft. to the Point of Beginning.

The above legal description includes all lands between the described traverse lines and the waters edge of Madron Lake.

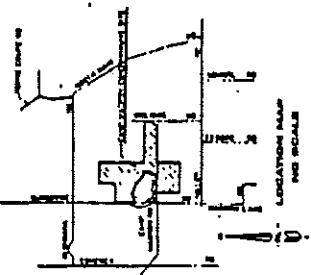
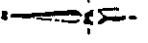
Subject to all recorded highway easements.



**REMARKS:**  
 1. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION AND THE ANGLES WERE MEASURED BY THE METHOD OF REPEATED SIGHTS.  
 2. THE DISTANCES WERE MEASURED BY THE METHOD OF TAPES AND THE TAPES WERE CALIBRATED AT THE BUREAU OF STANDARDS.  
 3. THE CORRECTIONS FOR CURVATURE AND REFRACTION WERE MADE.  
 4. THE MEAN SEA LEVEL WAS USED AS A REFERENCE POINT.  
 5. THE SURVEY WAS MADE ON THE 15th DAY OF APRIL 1958.  
 6. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA SUPPLIED BY THE CLIENT.  
 7. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA SUPPLIED BY THE CLIENT.



**LEGAL DESCRIPTION:**  
 A certain parcel of land situated in the County of Santa Barbara, State of California, and more particularly described as follows: ...



THE FLOODPLAIN LEVEL OF MADRON LAKE HAS NOT BEEN DETERMINED. NO PROPOSED UNIT IS WITHIN 30 FT. ABOVE THE CURRENT WATER LEVEL.

**SURVEY PLAN**

|               |           |
|---------------|-----------|
| DATE          | 1958      |
| BY            | [Name]    |
| FOR           | [Name]    |
| SCALE         | 1" = 100' |
| GRAPHIC SCALE | 1" = 100' |
| PROPOSED      |           |

2/8

LIBER 49 PAGE 59

EXHIBIT B TO FIRST  
 AMENDMENT TO  
 MASTER DEED

5/1/89

SECOND AMENDMENT TO MASTER DEED OF  
CAMP MADRON CONDOMINIUMS

THIS SECOND AMENDMENT TO MASTER DEED is made and executed as of the 28th day of April, 1989, by Camp Madron Limited Partnership, an Illinois limited partnership ("Developer"), whose principal office is situated at 814 North Franklin Street, Third Floor, Chicago, Illinois 60610, represented herein by its general partner, who is fully empowered and qualified to act on behalf of said limited partnership.

W I T N E S S E T H:

WHEREAS, on November 22, 1988, Developer caused a certain Master Deed for Camp Madron Condominiums to be filed in the Office of the Berrien County Records in Liber 49 of Condominiums, Page 1, as amended by a certain First Amendment to Master Deed of Camp Madron Condominiums filed in the Office of the Berrien County Records in Liber 49 of Condominiums, Page 55 (the Master Deed, as amended by said First Amendment, is hereinafter referred to as the "Master Deed");

WHEREAS, the Master Deed covers the real estate legally described in Exhibit "A" attached to this Second Amendment; and

WHEREAS, Developer desires, by recording this Second Amendment, to correct certain errors contained in the Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed.

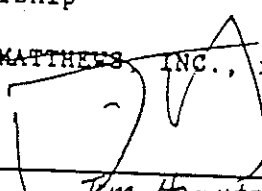
NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. Exhibit "B" attached to the Master Deed is amended by deleting said Exhibit in its entirety and substituting therefor the revised Exhibit "B" attached to this Second Amendment as Exhibit B.
2. Except as expressly provided herein, the Master Deed shall continue and remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this Second Amendment has been made and executed as of the date first above written.


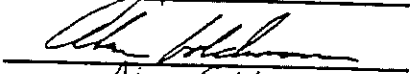
CAMP MADRON LIMITED PARTNERSHIP, an Illinois limited partnership

By: ~~HORWITZ MATTHEWS INC.~~, its general partner

By:   
Kim Horwitz

Title: President

WITNESSES:

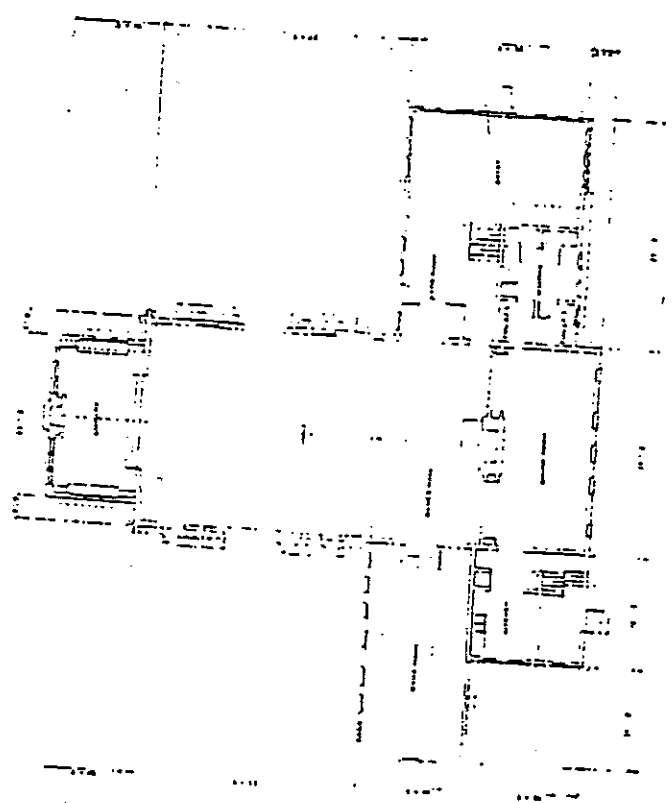
  
Mary T. White  
  
Alan Goldman

HEARST ENGINEERING, INC.  
ARCHITECTS & ENGINEERS  
1000 CALIFORNIA STREET  
SAN FRANCISCO, CALIF.

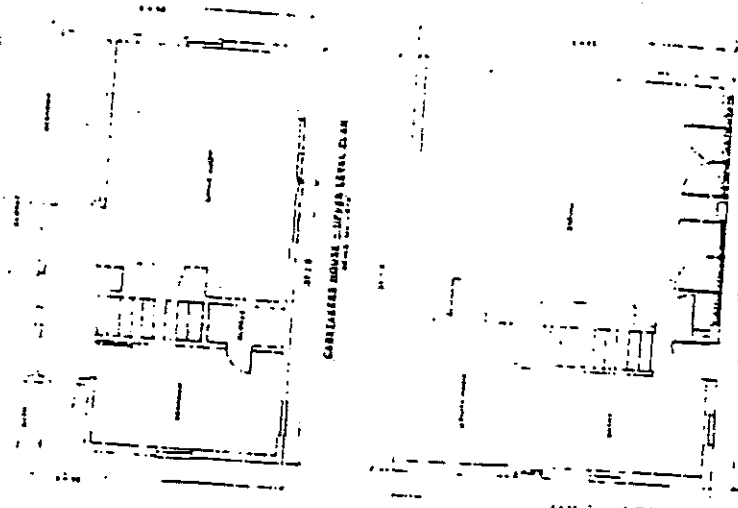
U 8

Lodge & Caroleers House Floor Plan

SEE PLAN SHEET U 8 FOR  
GENERAL NOTES



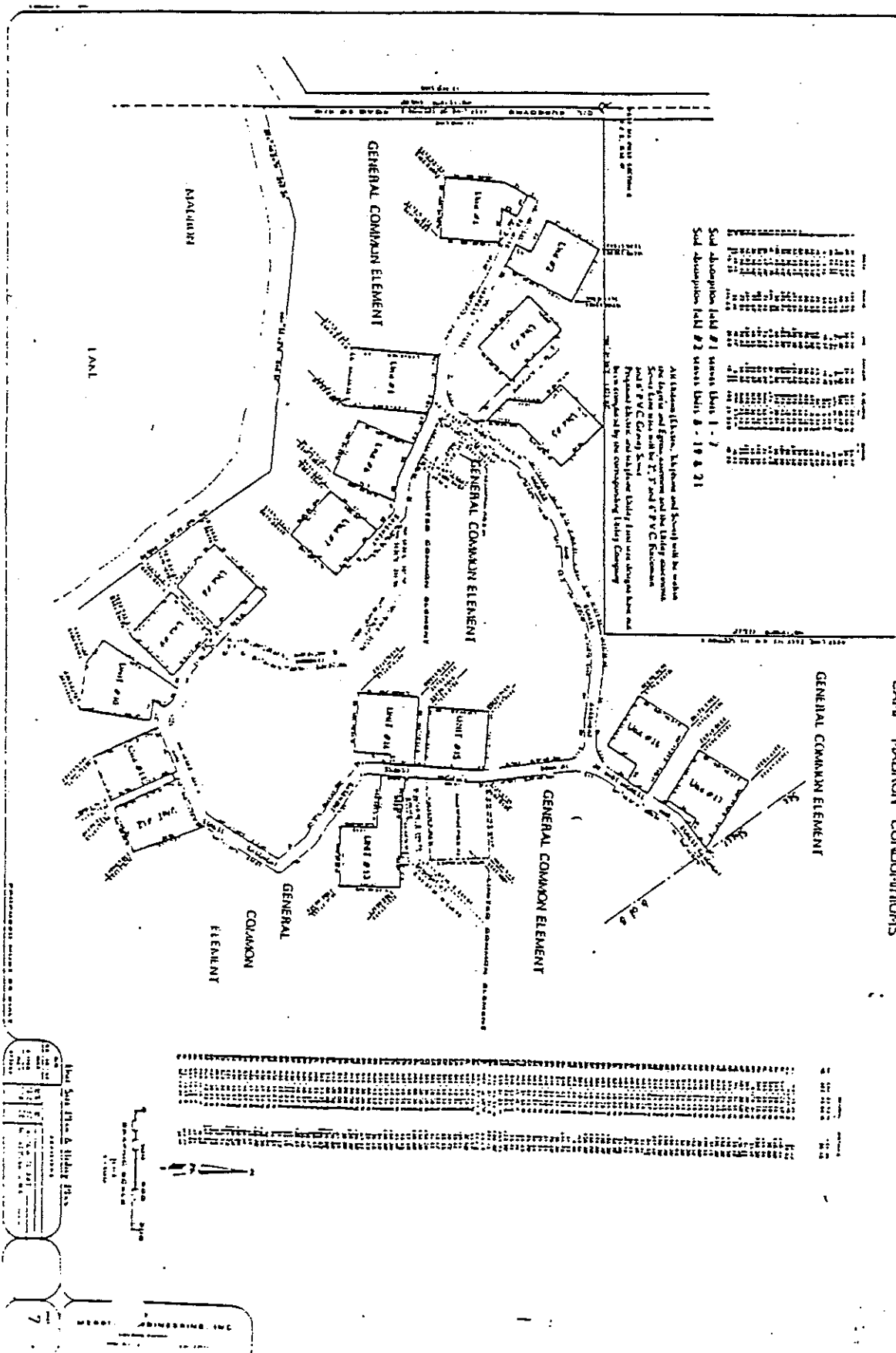
LODGE - PLAN  
DRAWN BY T.H.H.



CAROLEERS HOUSE - PLAN  
DRAWN BY T.H.H.

CAROLEERS HOUSE - ADWIA LEVEL PLAN  
DRAWN BY T.H.H.

CAMP MADISON CONDOMINIUMS



Soil absorption field #1 versus Units 1 - 7  
 Soil absorption field #2 versus Units 8 - 19 & 21

All fixtures (kitchen, bathroom and laundry) shall be within  
 the layout and floor covering and the floor covering  
 shall be of a type approved by the City Engineer.  
 The floor covering shall be of a type approved by the  
 City Engineer and shall have a slip resistance and  
 shall be installed by the contractor taking complete  
 responsibility for the work.

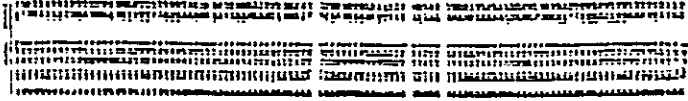
Map Scale: 1" = 10' - 0"

North Arrow

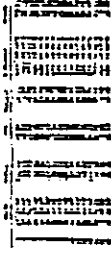
Legend:

- Unit 1-21
- General Common Element
- Other Common Element
- Proposed Common Element
- Proposed Unit

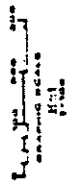
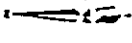
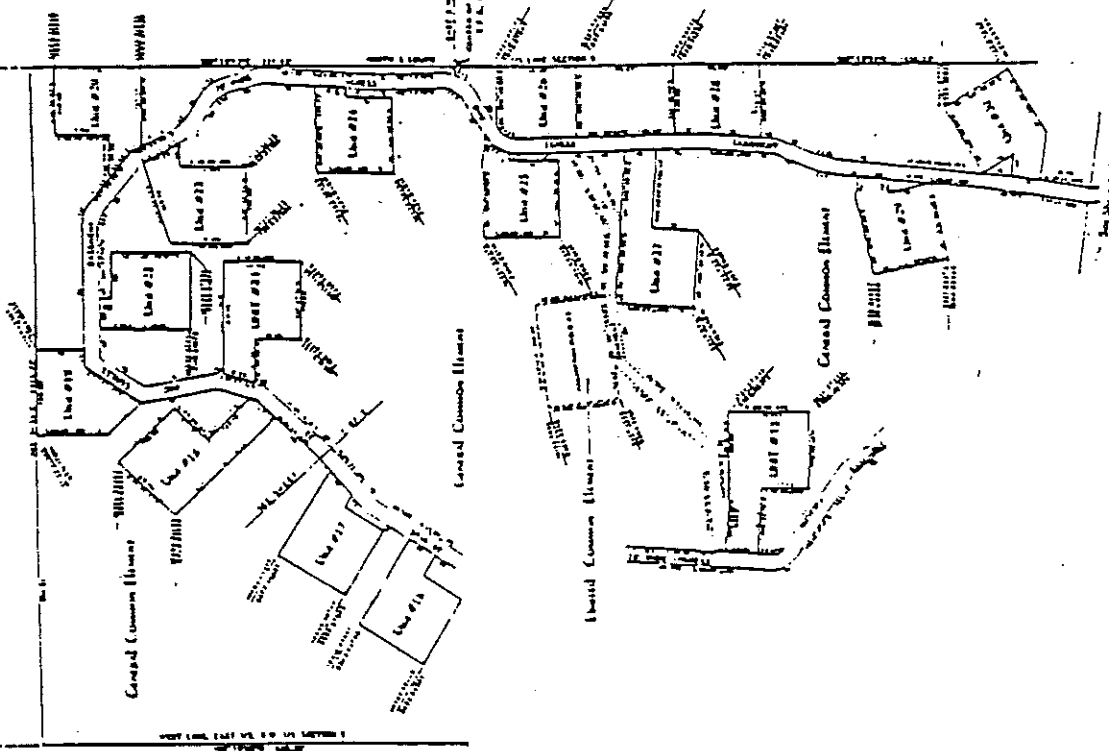
CAMP MADRON CONDOMINIUMS



All fixtures (lights, telephone and sewer) will be within the layout and Egress easement and the utility easements. Sewer lines will be 2" F and 4" P.V.C. Potometer and P.V.C. Gravity Sewer. Proposed layout and fixtures, utility line use & layout have all been completed by the corresponding Utility Company.



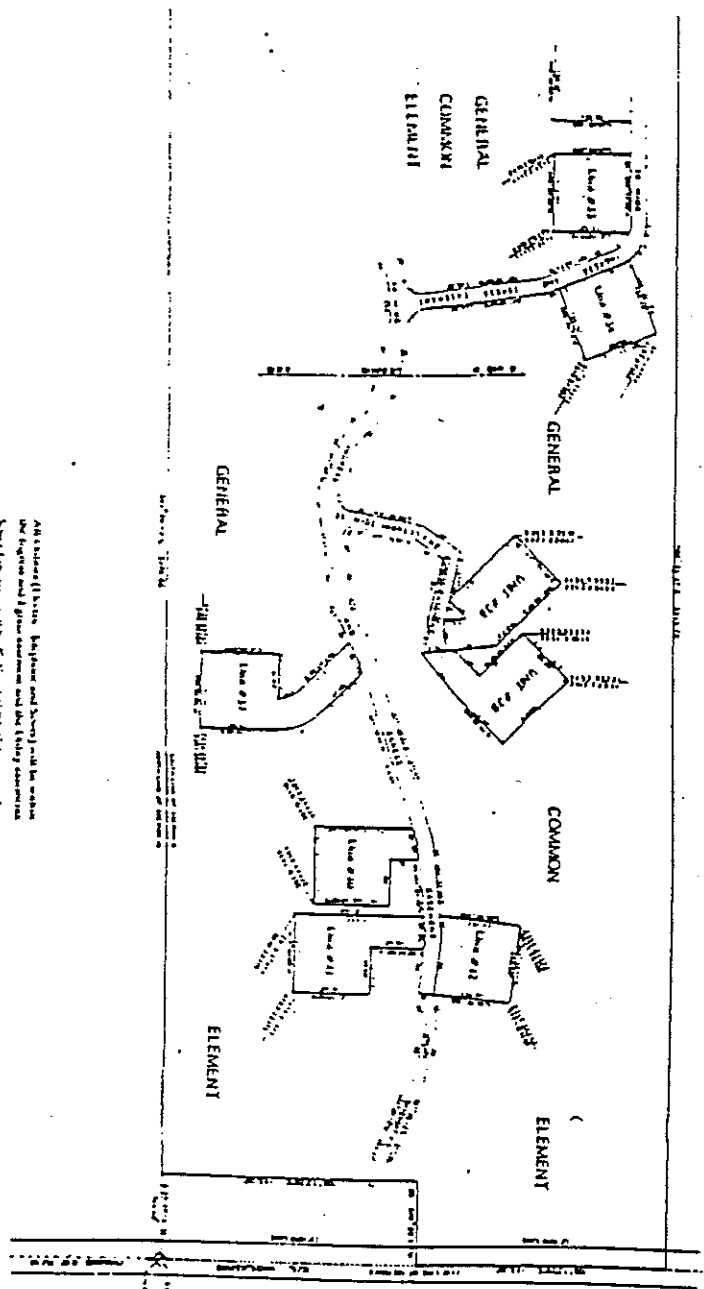
See description table #3 across the 20, 21 & 22. Lodge & Condo have been



Unit Site Plan & Utility Plan

| Unit # | Area      | Notes |
|--------|-----------|-------|
| 1      | Unit #11  |       |
| 2      | Unit #12  |       |
| 3      | Unit #13  |       |
| 4      | Unit #14  |       |
| 5      | Unit #15  |       |
| 6      | Unit #16  |       |
| 7      | Unit #17  |       |
| 8      | Unit #18  |       |
| 9      | Unit #19  |       |
| 10     | Unit #20  |       |
| 11     | Unit #21  |       |
| 12     | Unit #22  |       |
| 13     | Unit #23  |       |
| 14     | Unit #24  |       |
| 15     | Unit #25  |       |
| 16     | Unit #26  |       |
| 17     | Unit #27  |       |
| 18     | Unit #28  |       |
| 19     | Unit #29  |       |
| 20     | Unit #30  |       |
| 21     | Unit #31  |       |
| 22     | Unit #32  |       |
| 23     | Unit #33  |       |
| 24     | Unit #34  |       |
| 25     | Unit #35  |       |
| 26     | Unit #36  |       |
| 27     | Unit #37  |       |
| 28     | Unit #38  |       |
| 29     | Unit #39  |       |
| 30     | Unit #40  |       |
| 31     | Unit #41  |       |
| 32     | Unit #42  |       |
| 33     | Unit #43  |       |
| 34     | Unit #44  |       |
| 35     | Unit #45  |       |
| 36     | Unit #46  |       |
| 37     | Unit #47  |       |
| 38     | Unit #48  |       |
| 39     | Unit #49  |       |
| 40     | Unit #50  |       |
| 41     | Unit #51  |       |
| 42     | Unit #52  |       |
| 43     | Unit #53  |       |
| 44     | Unit #54  |       |
| 45     | Unit #55  |       |
| 46     | Unit #56  |       |
| 47     | Unit #57  |       |
| 48     | Unit #58  |       |
| 49     | Unit #59  |       |
| 50     | Unit #60  |       |
| 51     | Unit #61  |       |
| 52     | Unit #62  |       |
| 53     | Unit #63  |       |
| 54     | Unit #64  |       |
| 55     | Unit #65  |       |
| 56     | Unit #66  |       |
| 57     | Unit #67  |       |
| 58     | Unit #68  |       |
| 59     | Unit #69  |       |
| 60     | Unit #70  |       |
| 61     | Unit #71  |       |
| 62     | Unit #72  |       |
| 63     | Unit #73  |       |
| 64     | Unit #74  |       |
| 65     | Unit #75  |       |
| 66     | Unit #76  |       |
| 67     | Unit #77  |       |
| 68     | Unit #78  |       |
| 69     | Unit #79  |       |
| 70     | Unit #80  |       |
| 71     | Unit #81  |       |
| 72     | Unit #82  |       |
| 73     | Unit #83  |       |
| 74     | Unit #84  |       |
| 75     | Unit #85  |       |
| 76     | Unit #86  |       |
| 77     | Unit #87  |       |
| 78     | Unit #88  |       |
| 79     | Unit #89  |       |
| 80     | Unit #90  |       |
| 81     | Unit #91  |       |
| 82     | Unit #92  |       |
| 83     | Unit #93  |       |
| 84     | Unit #94  |       |
| 85     | Unit #95  |       |
| 86     | Unit #96  |       |
| 87     | Unit #97  |       |
| 88     | Unit #98  |       |
| 89     | Unit #99  |       |
| 90     | Unit #100 |       |

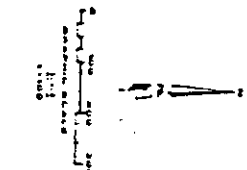
77 ENGINEERING, INC.  
 1000 ...  
 ...  
 ...



All buildings (barracks, mess hall, and store) will be within the perimeter of the camp and the existing perimeter fence. The plan was made by F. T. and F. W. C. (Contractors) and a P.W. (Army Staff).  
 Proposed fence and buildings shown are not completed by the accompanying today (company).

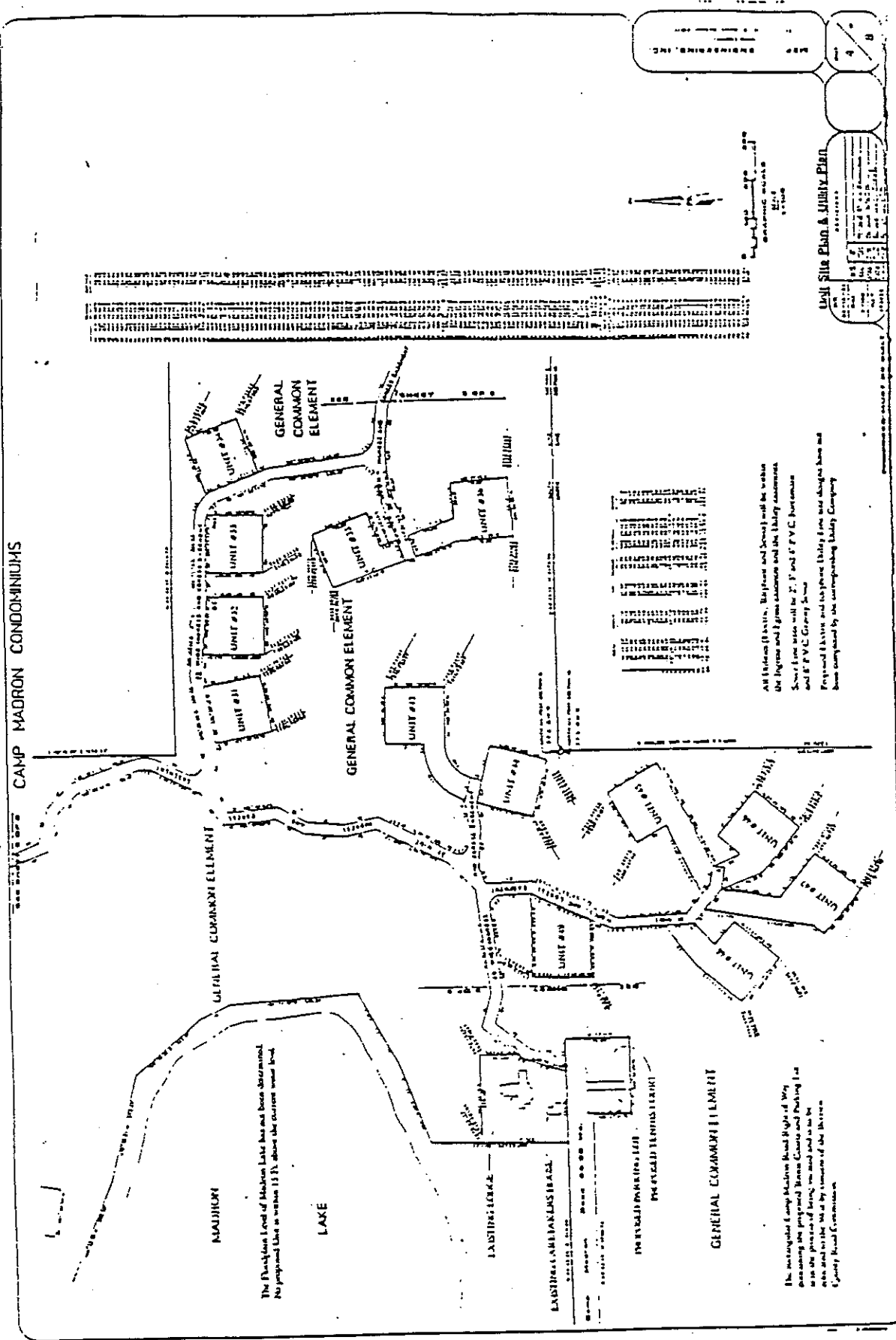
Table with 2 columns: Building Number, Description.

| Building Number | Description |
|-----------------|-------------|
| 211             | ...         |
| 212             | ...         |
| 213             | ...         |
| 214             | ...         |
| 215             | ...         |
| 216             | ...         |
| 217             | ...         |
| 218             | ...         |
| 219             | ...         |
| 220             | ...         |
| 221             | ...         |
| 222             | ...         |
| 223             | ...         |
| 224             | ...         |
| 225             | ...         |
| 226             | ...         |
| 227             | ...         |
| 228             | ...         |
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| 237             | ...         |
| 238             | ...         |
| 239             | ...         |
| 240             | ...         |
| 241             | ...         |
| 242             | ...         |
| 243             | ...         |
| 244             | ...         |
| 245             | ...         |
| 246             | ...         |
| 247             | ...         |
| 248             | ...         |
| 249             | ...         |
| 250             | ...         |



MOBILITY ENGINEERING, INC.

CAMP MADRON CONDOMINIUMS



All fixtures (Sinks, Bathtubs and Showers) will be waken the fixtures and floor drains and the flirty connections. Sewer lines will be 2" P and 4" P.V.C. for vent and 4" P.V.C. Gravity Sewer. Proposed fixtures and to phase flirty from and through have not been completed by the engineering flirty Company.

The necessary Camp Madron Road Right of Way containing the proposed Tennis Courts and Parking Lot in the process of being recorded and to be submitted to the City of Madron by contract of the Madron County Board of Commissioners.

ENGINEERING, INC.  
DATE: 11/15/88  
DRAWING NO. 100-100-000

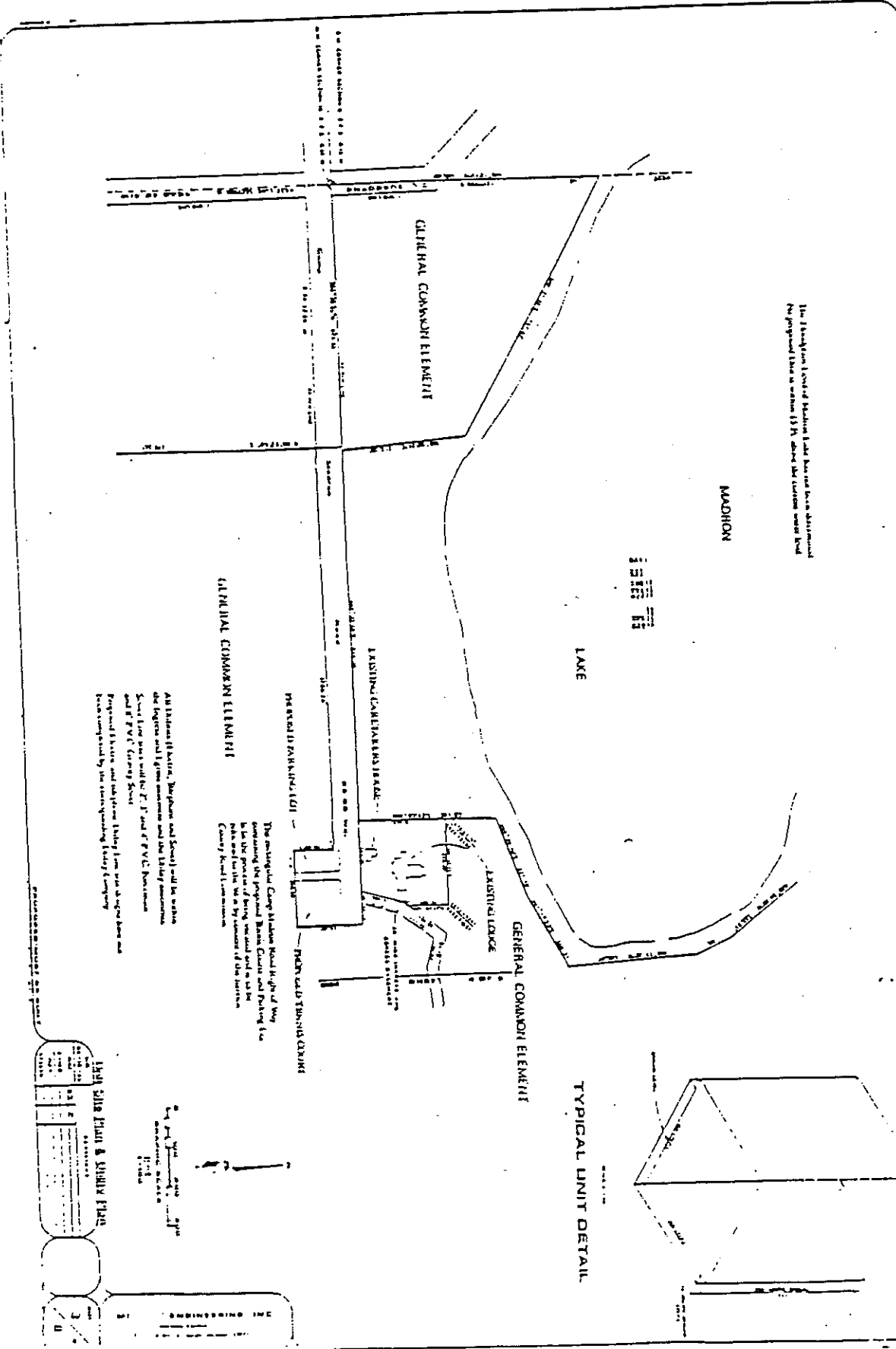
UNIT SITE PLAN & UTILITY PLAN

| NO. | DATE     | DESCRIPTION |
|-----|----------|-------------|
| 1   | 11/15/88 | PRELIMINARY |
| 2   |          |             |
| 3   |          |             |
| 4   |          |             |
| 5   |          |             |
| 6   |          |             |
| 7   |          |             |
| 8   |          |             |
| 9   |          |             |
| 10  |          |             |



CAMP MADISON CONDUCTIONS

The Madison Camp of Madison Lead has not been determined  
 and proposed there is within 100 ft. along the surface water level.

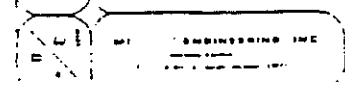


The rectangular Camp Madison Road Right of Way  
 containing the proposed Camp Madison and Parking Lot  
 is to be provided to the Madison Camp of Madison  
 Camp of Madison.

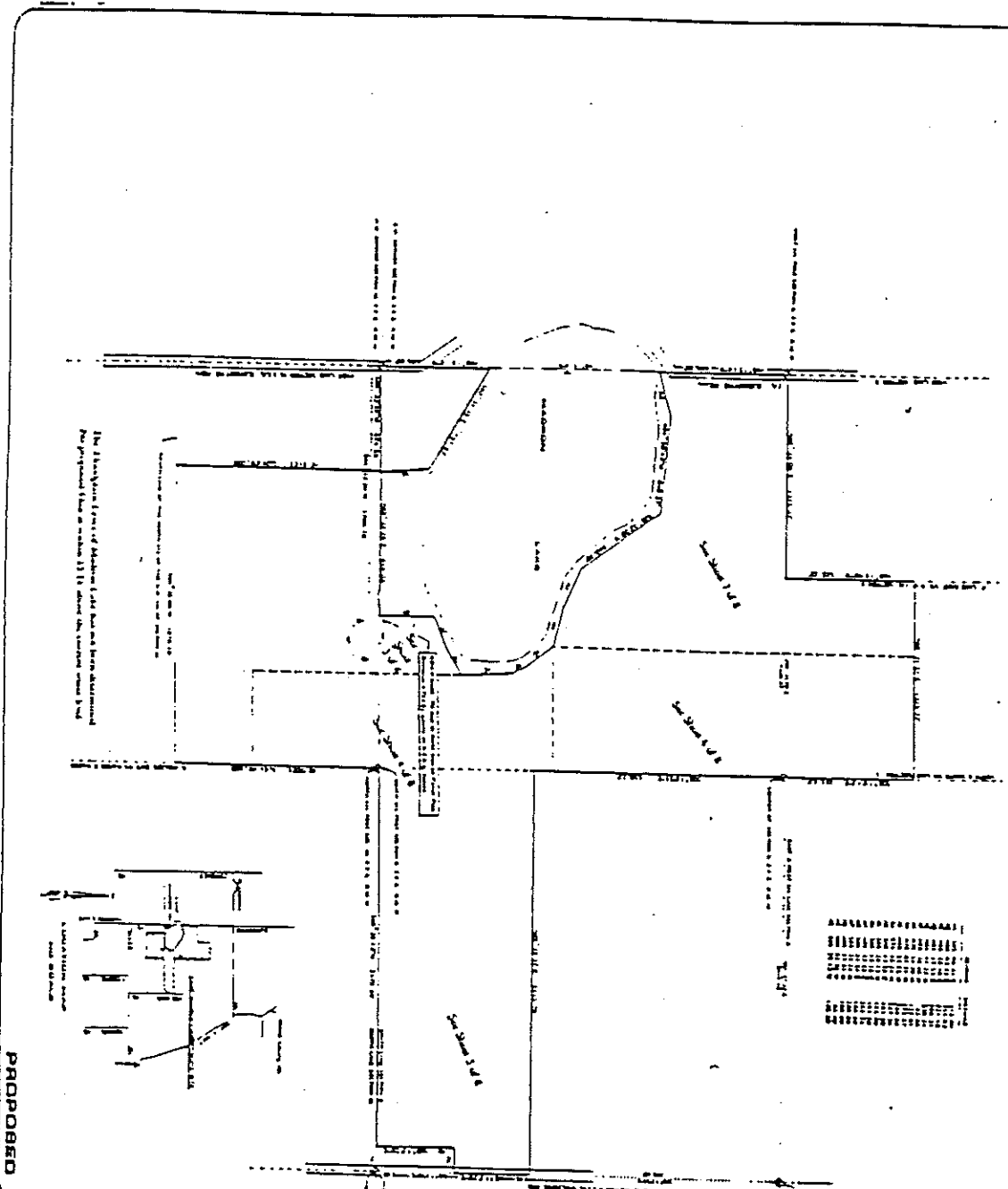
All Madison, Madison, Madison and Madison will be within  
 the Madison and Madison and the Madison  
 Madison and Madison and the Madison  
 and the Madison and Madison  
 proposed Madison and Madison Madison from Madison and  
 Madison Madison and Madison Madison Madison

Table with 2 columns: Item, Quantity

| Item        | Quantity |
|-------------|----------|
| 1. Madison  | 100      |
| 2. Madison  | 200      |
| 3. Madison  | 300      |
| 4. Madison  | 400      |
| 5. Madison  | 500      |
| 6. Madison  | 600      |
| 7. Madison  | 700      |
| 8. Madison  | 800      |
| 9. Madison  | 900      |
| 10. Madison | 1000     |



CAMP MADRON CONDOMINIUMS



PROPOSED

**PROPERTY PLAN**

|              |  |
|--------------|--|
| Project Name | Camp Madron Condominiums                   |
| Location     | Madron Lake, Santa Cruz County, California |
| Owner        | Madron Lake Association                    |
| Prepared by  | Merritt Engineering, Inc.                  |
| Date         | 1978                                       |
| Scale        | As Shown                                   |

**MERRITT ENGINEERING, INC.**

**ADDITIONAL INFORMATION**

The site plan shows the proposed layout of the Camp Madron Condominiums. The plan includes a central building area, several parking lots, and landscaped zones. The plan is shown in the vicinity of the site. The plan is shown in the vicinity of the site.

*[Signature]*

Professional Engineer  
 State of California  
 License No. 12345

**LEGAL DESCRIPTION**

That certain parcel of land, more particularly described as follows: ...

EXHIBIT A  
LEGAL DESCRIPTION

Condominium Unit Nos. 1 through 49, both inclusive, in CAMP MADRON CONDOMINIUMS, a Condominium according to the Master Deed, recorded November 22, 1988, in Liber 49 of Condominiums, pages 1 through 54, inclusive, in the Office of the Berrien County Register of Deeds and designated as Berrien County Condominium Subdivision Plan No. 49, as amended;

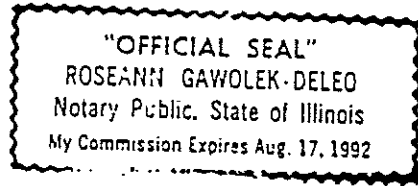
TOGETHER with rights in general common elements and limited common elements as set forth in said Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

On this 2nd day of MAY, 1989, before me, a Notary Public in and for said County, appeared TEM HORWITZ, to me personally known, who being by me duly sworn, did say that ~~she~~ he is the PRESIDENT of the corporation that is the general partner of the Developer, Camp Madron Limited Partnership, which executed this instrument; and that said instrument was signed on behalf of the corporation, and acknowledged the instrument to be the free act and deed of the corporation for the uses and purposes therein set forth.

Roseann Gawolek-DeLeo  
NOTARY PUBLIC, Cook County, Illinois

My Commission Expires: 8-17-92



PREPARED BY:

Merle Teitelbaum Cowin  
Greenberger, Krauss & Jacobs  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
(312) 346-1300



THIRD AMENDMENT TO MASTER DEED OF  
CAMP MADRON CONDOMINIUMS

THIS THIRD AMENDMENT TO MASTER DEED is made and executed as of the 28<sup>th</sup> day of September, 1990, by Camp Madron Limited Partnership, an Illinois limited partnership ("Developer"), whose principal office is situated at 814 North Franklin Street, Third Floor, Chicago, Illinois 60610, represented herein by its general partner, who is fully empowered and qualified to act on behalf of said limited partnership.

W I T N E S S E T H:

WHEREAS, on November 22, 1988, Developer caused a certain Master Deed for Camp Madron Condominiums to be filed in the Office of the Berrien County Records in Liber 49 of Condominiums, Page 1, as amended by a certain First Amendment to Master Deed of Camp Madron Condominiums filed in the Office of the Berrien County Records in Liber 49 of Condominiums, Page 55, and further amended by a certain Second Amendment to Master Deed of Camp Madron Condominiums filed in the Office of the Berrien County Records in Liber 49 of Condominiums, Page 64 (said Master Deed, as amended by said First Amendment and Second Amendment, is hereinafter referred to as the "Master Deed");

WHEREAS, the Master Deed covers the real estate legally described in Exhibit "A" attached to this Third Amendment; and

WHEREAS, Developer desires, by recording this Third Amendment, to amend the configurations of Lot Numbers 2, 43 and 47 contained in the Condominium Subdivision Plan attached as Exhibit "B" to the Master Deed.

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. Exhibit "B" attached to the Master Deed is amended by deleting pages 4 and 7 thereof and substituting pages 4 and 7 attached to this Third Amendment as new pages 4 and 7 of said Exhibit "B".

2. Except as expressly provided herein, the Master Deed shall continue and remain in full force and effect in accordance with its terms.

I certify that there are no tax liens or other claims by the State or any individual against the within description of all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Acts of 1978, as amended.  
Berrien County Treasurer

Date NOV 16 1990

No. 918

*Carol Stokman*

RECORDED

Nov 16 1 12 PM '90

*Berrien County*  
RECORDED  
NOV 16 1990

LIBER 49 PAGE 75

11-06-1000-0001-00-5 THIS IS ACTION  
11-06-1000-0049-00-8

IN WITNESS WHEREOF, this Third Amendment has been made and executed as of the date first above written.

CAMP MADRON LIMITED PARTNERSHIP, an Illinois limited partnership

By: HORWITZ MATTHEWS, INC., its general partner

By: [Signature] Title: President Tem Horwitz

WITNESSES:

[Signature]  
MARCOUS L. BELL  
[Signature]  
SUE H. PRIEANT

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 28<sup>th</sup> day of September, 1990, before me, a Notary Public in and for said County, appeared Tem Horwitz, to me personally known, who being by me duly sworn, did say that he is the President of the corporation that is the general partner of the Developer, Camp Madron Limited Partnership, which executed this instrument; and that said instrument was signed on behalf of the corporation, and acknowledged the instrument to be the free act and deed of the corporation for the uses and purposes therein set forth.

[Signature]  
NOTARY PUBLIC, Cook County, Illinois  
My Commission Expires: 12/22/92

PREPARED BY: and after recording return to:

Merle Teitelbaum Cowin  
Greenberger, Krauss & Jacobs  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
(312) 346-1300

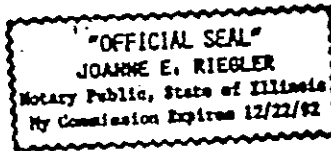


EXHIBIT A

LEGAL DESCRIPTION

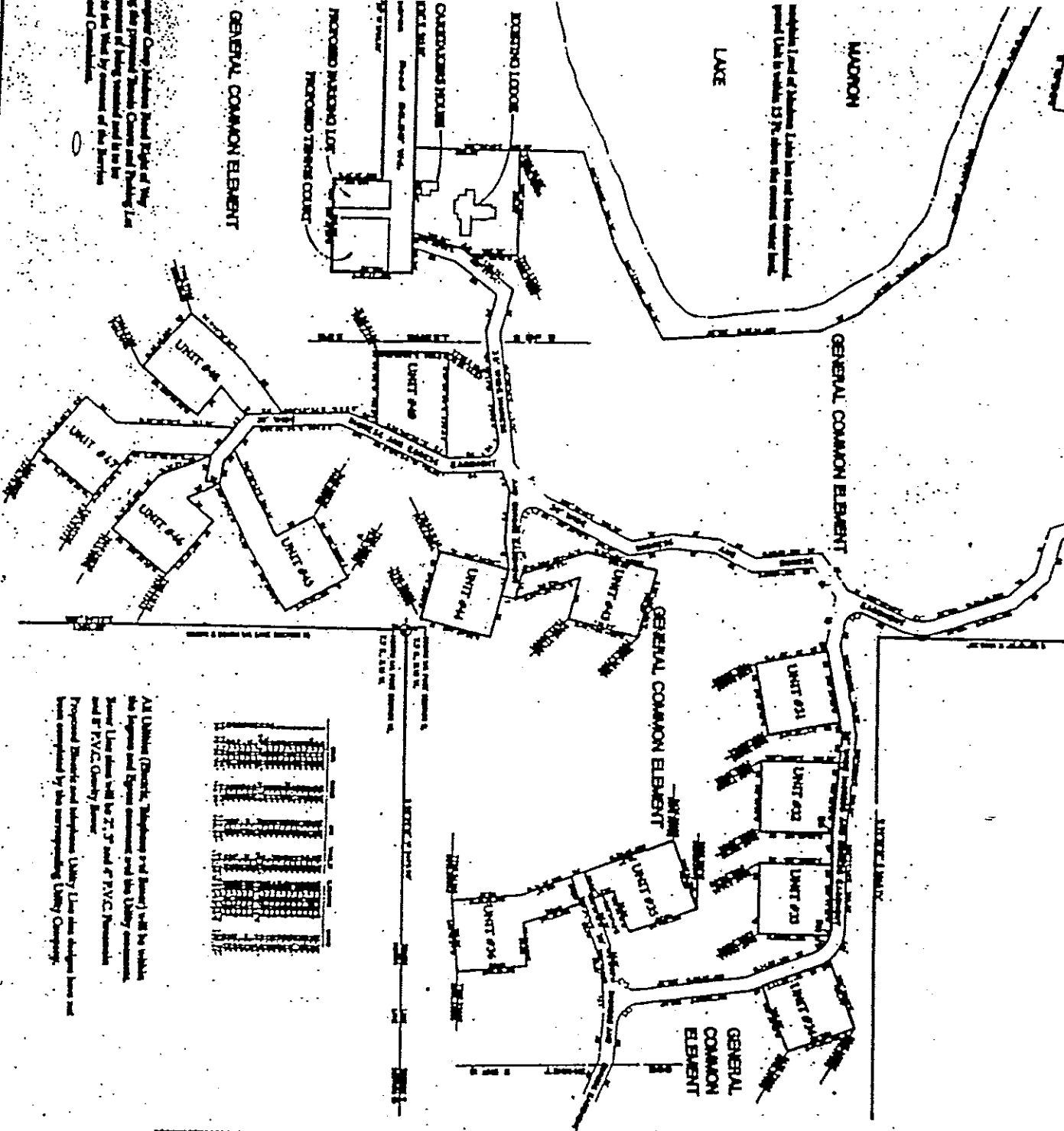
Condominium Unit Nos. 1 through 49, both inclusive, in CAMP MADRON CONDOMINIUMS, a Condominium according to the Master Deed, recorded November 22, 1988, in Liber 49 of Condominiums, pages 1 through 54, inclusive, in the Office of the Berrien County Register of Deeds and designated as Berrien County Condominium Subdivision Plan No. 49, as amended;

TOGETHER with rights in general common elements and limited common elements as set forth in said Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.



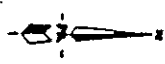
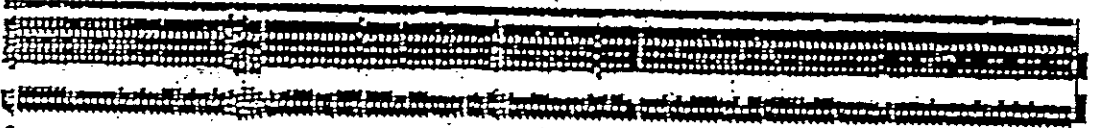


CAMP MADRON UNDEVELOPED



Madron Camp Madron Board Right of Way  
 & the Proposed Boarding House and Parking Lot  
 present of being reserved and to be in  
 the State by consent of the parties  
 and Commission.

All Utilities (Electric, Telephone and Sewer) will be within  
 the Property and Easement boundaries and the Utility easement  
 shown. Lines shown will be 20' and 4' P.V.C. Pipe  
 and 8" P.V.C. Gravity Sewer.  
 Proposed Easements and Subdivisions Utility Lines are subject to laws and  
 are controlled by the corresponding Utility Company.



Unit 631, 632, 633, 634, 635, 636, 637, 638

| Unit | Area  | Volume | Notes |
|------|-------|--------|-------|
| 631  | 1,200 | 1,200  |       |
| 632  | 1,200 | 1,200  |       |
| 633  | 1,200 | 1,200  |       |
| 634  | 1,200 | 1,200  |       |
| 635  | 1,200 | 1,200  |       |
| 636  | 1,200 | 1,200  |       |
| 637  | 1,200 | 1,200  |       |
| 638  | 1,200 | 1,200  |       |

BERNITT ENGINEERING, INC.  
 1000 10th Street, San Francisco, California 94103  
 Phone: 415-398-1100

DATE: 10/1/79  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

07/10/94  
RECORDED  
STATE ARCHIVE

FOURTH AMENDMENT TO MASTER DEED OF  
CAMP MADRON CONDOMINIUMS

AUG 16 3 00 PM '94

(Act 59, Public Acts of 1978, as amended)

THIS FOURTH AMENDMENT TO MASTER DEED is made and executed on this 4 day of June, 1994 by CAMP MADRON CONDOMINIUM ASSOCIATION ("ASSOCIATION") pursuant to the provisions of Section 90 of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) ("ACT");

WITNESSETH:

WHEREAS, Camp Madron Limited Partnership, an Illinois limited partnership ("DEVELOPER"), caused a certain Master Deed of Camp Madron Condominiums ("MASTER DEED") to be recorded in the Office of the Berrien County Register of Deeds Records in Liber 49 of Condominiums, Page 1; and

WHEREAS, the Developer caused to be recorded a First Amendment to Master Deed executed on December 28, 1988; and

WHEREAS, said First Amendment to Master Deed is recorded at Liber 49 of Condominiums, Page 55, Berrien County Register of Deeds Records; and

WHEREAS, the Developer caused to be recorded a Second Amendment to Master Deed executed on April 28, 1989; and

WHEREAS, said Second Amendment to Master Deed is recorded at Liber 49 of Condominiums, Page 64, Berrien County Register of Deeds Records; and

WHEREAS, the Developer caused to be recorded a Third Amendment to Master Deed executed on September 28, 1990; and

WHEREAS, said Third Amendment to Master Deed is recorded at Liber 49, Page 75, Berrien County Register of Deeds Records; and

WHEREAS, on February 8, 1993, control of the Board of Directors of the Association was transferred to the Association from the Developer by operation of law; and

WHEREAS, at a meeting of the Association on February 8, 1994, the co-owners and mortgagees of the Association duly adopted certain amendments to the Master Deed to which the Developer had given his written consent; and

WHEREAS, the purpose of this Fourth Amendment to Master Deed is to make effective said amendments pursuant to Section 91 of the Act.

NOW, THEREFORE, THE ASSOCIATION DOES, UPON THE RECORDING HEREOF, AMEND THE MASTER DEED OF CAMP MADRON CONDOMINIUMS AS FOLLOWS:

1. Amendment to Article IV Section C(2) of the Master Deed. Article IV Section C(2) of the Master Deed shall be amended by deleting the phrase "in accordance with the Architectural Guidelines attached hereto as Exhibit C" from the end of Section C(2) and replacing it with the phrase "in accordance with the Architectural Guidelines duly adopted as rules and regulations of the Association."

2. Deletion of Exhibit C to the Master Deed. Exhibit C to the Master Deed shall be deleted in its entirety.

3. Amendment to Article III Section 4 of the Condominium By-Laws. The first sentence of Article III Section 4 of the Condominium By-Laws of Camp Madron Condominiums, Exhibit A to the Master Deed ("CONDOMINIUM BY-LAWS"), shall be amended to read as follows:

It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon presentation to the Secretary of the Association of a petition signed by five (5) of the Owners.

4. Amendment to Article V Section 4 of the Condominium By-Laws. The second sentence of Article V Section 4 of the Condominium By-Laws shall be amended to read as follows:

In the event of default by any Owner in paying assessed common charges, the Owner shall automatically be charged a reasonable late charge in an amount established by the Board and published in accordance with procedures in duly adopted rules and regulations of the Association.

5. Amendment to Article V Section 8 of the Condominium By-Laws. Article V Section 8 of the Condominium By-Laws shall be amended by deletion of Article V Section 8 and the replacement of Article V Section 8 with the following:

Section 8. Use Restrictions. The use of Condominium property shall be subject to the following limitations:

(a) No Condominium Unit shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

(b) No building, structure or other improvements shall be constructed within the perimeters of a Unit or elsewhere on the Condominium, nor shall any exterior addition,

modification or structural alteration be made to any existing building, structure or improvement, unless plans and specifications therefore, containing such detail as the Association may reasonably require, are in accordance with Architectural Guidelines duly adopted as rules and regulations of the Association and have first been approved in writing by the Architectural Review Committee appointed by the Board. Construction of any building or other improvements, exterior additions, modifications or structural alterations also must be in compliance with all applicable zoning and building codes in force at the time of such construction, addition, modification or alteration and receive any necessary approvals from the local public authority. The Architectural Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such plans and specifications the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed structure, addition, modification or alteration, the site upon which it is proposed to be constructed, the proposed location within the Unit, the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development in a natural woodland setting; it shall apply to the Association, all Owners and, with respect to any Condominium Units owned by the Developer, the Developer.

(c) A 5625 square foot "buildable area" shall be designated on each Unit lot. All dwelling structures, decks, fences and formal landscaping are restricted to this area with the following exceptions:

(i) Garages, storage buildings and parking areas are permitted outside the "buildable area" but must be a minimum of five (5) feet from all lot lines and not less than thirty (30) feet away from all neighboring buildings.

(ii) Formal landscaping is permitted up to five (5) feet from each side of the driveway.

(d) No Owner shall construct on a Condominium Unit any satellite dish or other electronic receiving device that would alter the exterior appearance of any structure built

on the Condominium Unit, without the written permission of the Association.

(e) No Owner shall damage, modify or make attachments to Common Elements.

(f) No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or may become an annoyance or a nuisance to the Owners of the Condominium nor shall any unreasonably noisy activity be carried on in any Unit or the Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium.

(g) No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs.

(h) Neither the Limited nor the General Common Elements shall be used to store supplies, materials, personal property, trash or refuse of any kind, except as provided in duly adopted Association rules and regulations. Trash receptacles shall be maintained so that they do not attract wildlife and are not visible from adjacent property and roads nor from the exterior of the structures within the Unit. In general, activity shall not be carried on nor conditions maintained by an Owner, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium or endangers the environmental or historical resources of the Condominium.

(i) Paths, yards, landscaped areas, driveways, roads, parking areas, and, in general, all of the General Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, unless in designated areas, chairs or benches may be left unattended on or about the Common Elements, except as provided by duly adopted rules and regulations of the Association. Vehicles may not be operated in any part of the Condominium or in any Condominium Unit at an unreasonable speed whether or not posted. The Board shall from time to time establish and post speed limits which shall, in any case, be no greater than fifteen (15) miles per hour. Owners and their occupants, tenants, employees, invitees, guests and members of their respective families shall observe all posted signs. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations. No ATV, motorbikes,

motorcycles, snowmobiles or any other type of off-road vehicles powered by internal combustion engines shall be used on the Condominium. Only small electric motor boats (five horse power or less), paddle boats, rowboats, canoes and sailboats shall be used by Owners or their occupants, tenants, employees, invitees or guests on Madron Lake.

(j) No Owner shall use, or permit any occupant, tenant, agent, employee, invitee or guest to use, any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium.

(k) Parking is permitted in driveways within the Units only. Parking on the roads constituting Common Elements is prohibited, except as provided by duly adopted rules and regulations of the Association. Internal combustion vehicles are not allowed on paths leading to the recreation facilities (including, by way of example, tennis courts, athletic fields, children's playground and beach area). The large common parking area opposite the lodge is for parking vehicles that cannot be accommodated in the driveways of Owners. Long term use of this facility for either parking or boat storage is prohibited, except as provided by duly adopted rules and regulations of the Association.

(l) No animal shall be kept, except common household pets in reasonable numbers (which shall be established from time to time by rules and regulations duly adopted by the Association). Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No horses or other livestock, poultry or savage or dangerous animal shall be kept. No pets may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements, who shall be responsible for cleaning up any solid or offensive waste products deposited by the animal on the beach, lawns, gardens, playing fields, paths, roads and similar maintained Common Elements. No animal shall be allowed to make noise that interferes with the other Unit Owners. The Association may charge all Owners maintaining animals, or whose tenants or occupants maintain animals, a reasonable additional assessment if the Association determines that it is necessary to defray the maintenance cost of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or duly adopted rules and regulations of the Association. The Association shall have the right to

require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted.

(m) No house trailers, commercial vehicles, gasoline engine powered boats, camping vehicles, camping trailers, snowmobiles or snowmobile trailers shall be allowed upon the premises of the Condominium unless stored in a garage. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business.

(n) No Owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Condominium Unit or Limited Common Elements without the approval of the Architectural Review Committee appointed by the Board of Directors. The Architectural Review Committee shall be supplied with a landscaping plan for approval prior to any landscaping. No Owner shall remove any trees or existing landscaping from any Unit or any part of the Condominium without the approval of the Architectural Review Committee. However, an Owner may, from time to time, change "annual" plantings within a "flower bed" or "planting bed" that is part of a previously approved landscaping plan. Landscaping plans that foster perpetuation of the indigenous vegetation of the Condominium are encouraged by the Association.

(o) No unsightly condition shall be maintained within a Unit, outside a building, or upon any balconies, porches or decks.

(p) No temporary dwellings shall be permitted in lieu of a permanent residence.

(q) Owners and their occupants, tenants, employees, invitees, guests and members of their respective families and any other persons using the facilities of the Condominium shall comply with environmental protection restrictions and guidelines contained in duly adopted rules and regulations of the Association.

(r) Condominium Units shall not be rented for a period of less than thirty (30) consecutive days. An Owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the



Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

(s) The terms of all leases, occupancy agreements and occupancy arrangements (collectively, "leases") shall incorporate, or be deemed to incorporate, and be subject to, all of the provisions of the Act, the Condominium Documents and duly adopted rules and regulations of the Association; failure of the lessee or occupant to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Owner making such lease shall not be relieved thereby from any of said obligations.

(t) No Owner shall take any action on or with respect to his Unit that violates any federal, state or local statute, regulation, rule or ordinance.

(u) Reasonable rules and regulations concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such rules and regulations or amendments thereto shall be approved by a majority of the Owners entitled to vote. Copies of such rules, regulations and amendments thereto shall be furnished to all Owners and shall be deemed to be approved by a majority of Owners entitled to vote and to be effective thirty (30) days after mailing or delivery thereof to each Owner, unless one-third (1/3) of the Owners entitled to vote object in writing to such rule, regulation or amendment within the thirty (30) days. Objection in writing to such rule, regulation or amendment by one-third (1/3) or more of the Owners entitled to vote shall be deemed to be a petition by the requisite number of Owners to call a special meeting of the Owners pursuant to Article III Section 4 of these Condominium By-Laws for the purpose of considering such rule, regulation or amendment thereto. A rule, regulation or amendment thereto shall be considered duly adopted if a majority of all the Owners entitled to vote (1) vote in person or by proxy at the special meeting in favor of such rule, regulation or amendment or (2) if not in attendance at such meeting or represented thereat by proxy, deliver their written vote in favor of such rule, regulation or amendment to the Secretary of the Association at or prior to such meeting.

(v) None of the restrictions contained in this Article V shall apply to the commercial activities or signs of the Association in furtherance of its powers and purposes as set

forth herein and in its corporate Articles of Association and By-Laws as each may be amended from time to time.

(x) Failure or allegations of failure by any Owner, by any Owner's occupants, tenants, employees, invitees or guests or by any other persons using the facilities of the Condominium to comply with any of the terms of the Act, the Master Deed, these By-Laws, the corporate Articles of Incorporation, By-Laws and the duly adopted Rules and Regulations of the Association, as provided in Article I, Section 2 hereof, shall be dealt with pursuant to enforcement procedures in duly adopted rules and regulations of the Association. If not resolved pursuant to such enforcement procedures, failure to comply with the foregoing instruments shall be grounds for such relief as may be appropriate to the nature of such breach, which remedies may include an action to recover sums due for damages and/or an action for injunctive relief. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws or duly adopted rules and regulations of the Association shall not constitute a waiver of the rights of the Association to enforce its appropriate remedies that might be necessary as a consequence of such breach.

(y) The Board in its discretion may grant a written exception to an Owner from the strict application of the restrictions set forth in this Section 8, duly adopted rules and regulations of the Association or a decision of the Architectural Review Committee as required by Sections 8(b) and 8(n) above, provided that the Board takes into consideration the views of the Owners of the five Units whose boundaries are closest to the boundary of the Unit seeking the exception and the views of any other Owner whose Unit may be particularly affected by any such exception.

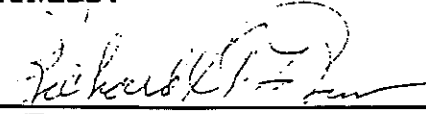
In addition to any exception granted by the Board, the Owner may be required to obtain approval of a departure from a particular provision of the zoning or building codes of Buchanan Township of Berrien County, Michigan in the appropriate form from the appropriate authorities.

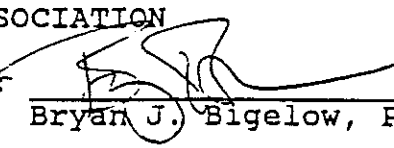
6. Portion Not Affected. Except as provided in this Fourth Amendment to Master Deed of Camp Madron Condominiums, all remaining provisions of the Master Deed, First Amendment to Master Deed, Second Amendment to Master Deed, Third Amendment to Master Deed, Condominium By-Laws and all other exhibits to the Master Deed shall remain in full force and effect.

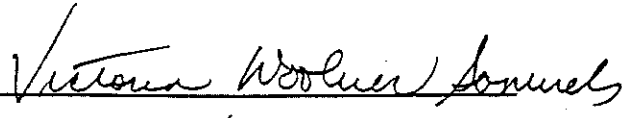
IN WITNESS WHEREOF, Camp Madron Condominium Association, a Michigan non-profit corporation, by BRYAN J. BIGELOW, President, has executed this instrument this 7 day of June, 1994.

WITNESS:

CAMP MADRON CONDOMINIUM  
ASSOCIATION

  
RICHARD A. LAPOINT  
(Printed Name)

BY:   
Bryan J. Bigelow, President

  
Victoria Woolner Samuels  
(Printed Name)

STATE OF Illinois )  
COUNTY OF Cook ) SS:

On this 4th day of June, 1994, before me, a Notary Public, in and for said County, appeared BRYAN J. BIGELOW, to me personally known, who, being by me duly sworn, did for himself say that he is the President of CAMP MADRON CONDOMINIUM ASSOCIATION, the Corporation named in and which executed the within instrument, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and acknowledged said instrument to be the free act and deed of said Corporation.

Terri L. Leslie  
\_\_\_\_\_  
Notary Public



\_\_\_\_\_  
County \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PREPARED BY:  
HOWARD H. KAHNE  
TAGLIA FETTE DUMKE PASSARO & KAHNE  
720 STATE STREET  
ST JOSEPH MI 49085

RECORDED

04 MAY 13 PM 3:43

LORI D. JARVIS 05/13/04  
REGISTER OF DEEDS  
BERRIEN COUNTY, MICHIGAN 05/13/04

111#7777 A55  
DEED \$31.00  
111#7777 A55  
STATE REMON FEE \$4.00

FIFTH AMENDMENT TO MASTER DEED  
CAMP MADRON CONDOMINIUMS

(Act 59, Public Acts of 1978)  
as amended

Berrien County Condominium Subdivision Plan No. 49

No interest in real estate being conveyed hereby, no revenue stamps are required.

RECEIVED MAY 04 2004

This Instrument Drafted by:

Cynthia P. Ortega  
Miller, Johnson, Snell & Cummiskey, P.L.C.  
303 North Rose Street, Suite 600  
Kalamazoo, Michigan 49007  
(269) 226-2950

1-06-09-0001-90-11  
11-06-0009-0002-02-6  
All of  
P

FIFTH AMENDMENT TO MASTER DEED

Camp Madron Condominiums  
(Act 59, Public Acts of 1978)  
as amended

This Fifth Amendment to Master Deed is made and executed on this 11<sup>th</sup> day of February, 2004, by Camp Madron Condominium Association, a Michigan non-profit corporation, c/o Gardner Management Co., of 5770 Venture Park, Kalamazoo, MI 49009, (the "Association"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

PREAMBLE

A. A condominium project known as Camp Madron (the "Project"), was established pursuant to the Master Deed recorded in Liber 49, Page 1, on November 22, 1988 ("Master Deed"), Berrien County Records, as amended by the First Amendment to Master Deed dated December 28, 1988, and recorded on February 23, 1989, at Liber 49, Pages 55 through 59, as further amended by the Second Amendment to Master Deed dated April 28, 1989, and recorded on May 1, 1989 at Liber 49, Pages 64 through 73, as further amended by the Third Amendment to Master Deed dated September 28, 1990, recorded on November 16, 1990 at Liber 49, Pages 75 through 79, as further amended by the Fourth Amendment to Master Deed dated June 4, 1994 and recorded on August 18, 1994 at Liber 49, Pages 80 through 89.

B. Pursuant to the provisions contained in Article VII (B) (2) of the Master Deed, the Board of Directors proposed an amendment to the Master Deed to transfer certain General Common Element area to Buchanan Township and to acquire certain property from Buchanan Township to be dedicated as General Common Element Area in exchange for same. The requisite affirmative vote of not less than two-thirds of the co-owners approving this Fifth Amendment to the Master Deed was obtained at a Special Meeting of the Association held on March 23, 2002. Pursuant to the Act, no mortgagee consent was required.

C. In addition, at a meeting of the Association held on February 7, 2001, the requisite 2/3 affirmative vote of the co-owners approved the purchase of certain land from Lillian Pisto, Trustee for \$99,500.00.

The Camp Madron Condominium Association does, upon the recording of this Fifth Amendment to Master Deed, amend the Master Deed establishing Camp Madron Condominiums under the Act as set forth below.

AMENDMENT

1. The land described below, and as shown on the attached new Sheets 1, 2 and 3 of Exhibit B, is removed from the Project as it has been conveyed to Buchanan Township.

Part of the Southwest quarter of Section 9, Town 7 South, Range 18 West, Buchanan Township, Berrien County, Michigan, described as: Beginning at a point on the West line of said Section 9 that is 591.95 (recorded), 591.91 (measured) feet North  $00^{\circ} 15' 16''$  West of the Southwest corner of said Section 9, thence North  $00^{\circ} 15' 16''$  West on said West Section line 154.21 feet; thence North  $26^{\circ} 50' 52''$  East 75.00 feet to a meander point; thence South  $56^{\circ} 54' 34''$  East on a meander line 152.52 feet to a meander point; thence South  $40^{\circ} 07' 06''$  West 75.00 feet; thence South  $00^{\circ} 15' 16''$  East Parallel with said West Section line 80.00 feet; thence South  $89^{\circ} 44' 44''$  West 113.00 feet. ALSO all that land lying between said meander line and the water's edge of Madron Lake between the Northwesterly and Southeasterly lines of said parcel extended Northeasterly on their respective bearings.

2. The land described below, which has been acquired from Buchanan Township, and as shown on the attached new Sheets 1, 2 and 3 of Exhibit B, is added to the Project and is dedicated as a part of the General Common Area of the Project.

Part of the Southwest quarter of the fractional Section 9, Town 7 South, Range 18 West; Buchanan Township, Berrien County, Michigan, described as, from the Southwest corner of Section 9, measure East along the South line of said Section, 684.50 feet to the point of beginning of the land herein described, thence North  $4^{\circ} 41' 00''$  West 300.65 feet (recorded), North  $05^{\circ} 08' 31''$  West, 312 feet (measured) thence South  $75^{\circ} 42' 00''$  East 107.89 feet (recorded), South  $70^{\circ} 39' 56''$  East, 112.10 feet (measured), thence South 273.00 feet to the South line of Section 9, thence West along said South line 80.00 feet to the point of beginning. Also including all land lying between the Northerly described boundary and the waters edge of Madron Lake. Containing 0.65 acres more or less. Being subject to that portion along the South side thereof as being used for highway purposes.

3. The land described below, which has been acquired from Lillian Pristo, Trustee, and as shown on the attached new Sheets 1, 2 and 3 of Exhibit B is added to the Project and is dedicated as a part of the General Common Area of the Project.

That part of the Southwest Quarter of fractional Section 9, Town 7 South, Range 18 West, described as follows: Beginning on the Southerly line of said Section 9, 1020 feet West of the South Quarter post of said Section 9, thence West, along said Section line, 949 feet more or less, to the centerline of a county ditch that intersects said Section line and flows in a Northerly direction into Madron Lake, thence Northerly, along the centerline of said ditch to the water's edge of Madron Lake, thence Northeasterly, along the water's edge of Madron Lake, to a point that is due North of the place of beginning, thence Southerly 400 feet, more or less to the place of beginning.

EXCEPTING THEREFROM Commencing at the Southwest corner of said Section 9, measure East along the South line of said Section 684.50 feet to the point of beginning of the land herein described, thence North  $4^{\circ} 41' 00''$  West 300.65 feet (recorded), North  $05^{\circ} 08' 31''$  West 312 feet (measured), thence South  $75^{\circ} 42' 00''$  East 107.89 feet (recorded), South  $70^{\circ} 39' 56''$  East, 112.10 feet (measured), thence South 273.00 feet to the South line of Section 9, thence West along said South line, 80.00 feet to the point of beginning. Also including all land lying between the Northerly described boundary and the waters edge of Madron Lake.

4. Exhibit B attached to the Master Deed is amended by the deletion of pages 1, 2 and 3 and substituting pages 1, 2 and 3 attached to this Fifth Amendment as new pages 1, 2 and 3 of Exhibit B.

In all other respects, the Master Deed and Exhibits A and B thereto, as previously recorded, as previously amended shall remain in effect.

This Fifth Amendment to Master Deed has been executed as of the day and year first above written.

Camp Madron Condominium Association

By: Susan Shapiro  
Susan Shapiro  
Its: President

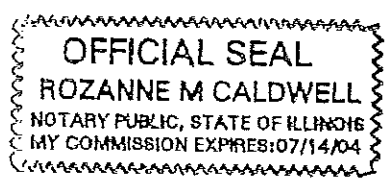


STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 13th day of February, 2004, by Susan Shapiro, the President of Camp Madron Condominium Association, a Michigan non-profit corporation.

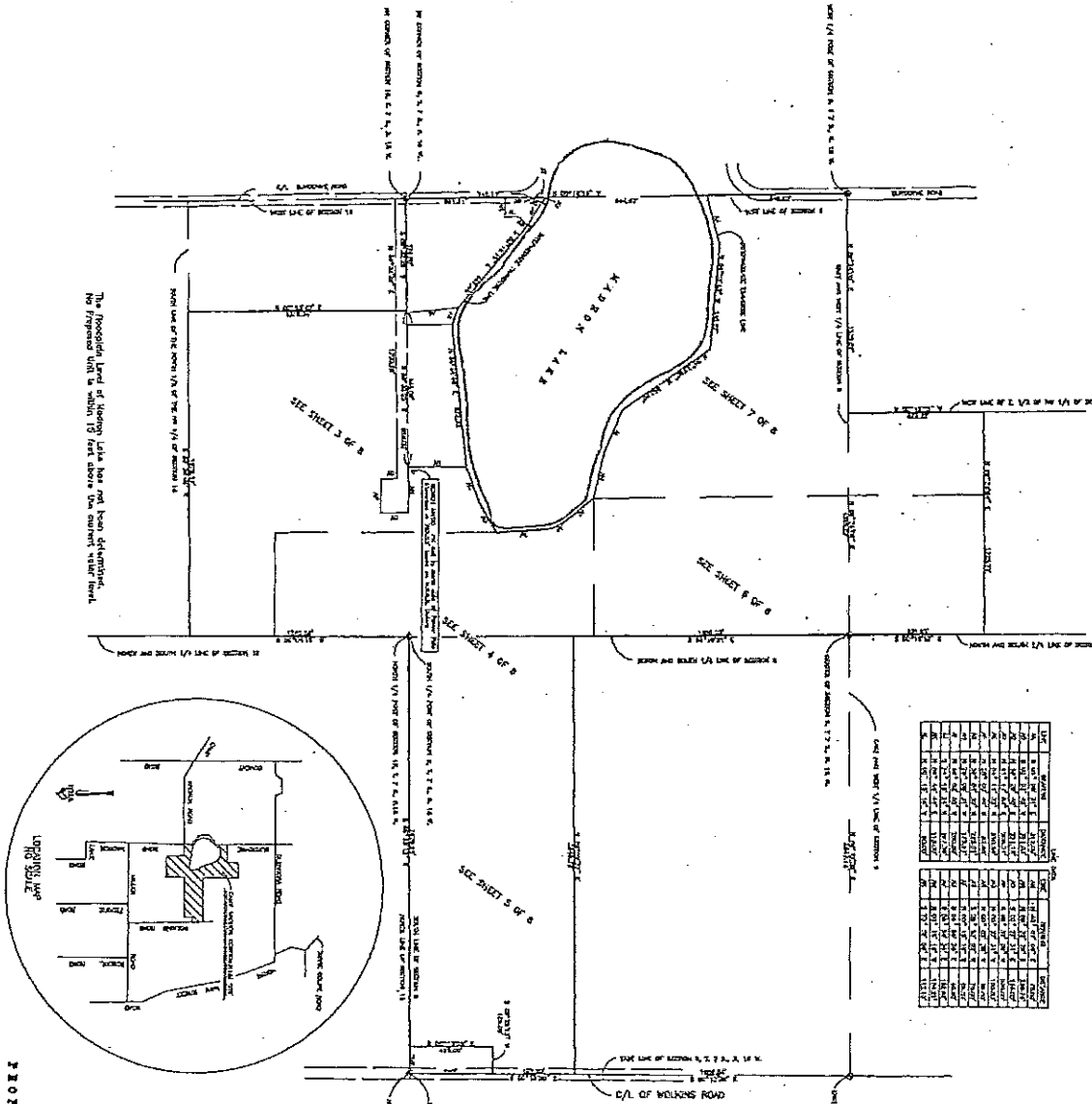
Rozanne M. Caldwell  
Rozanne M. Caldwell, Notary Public  
COOK County, IL  
My commission expires: 7/14/04

{Seal}

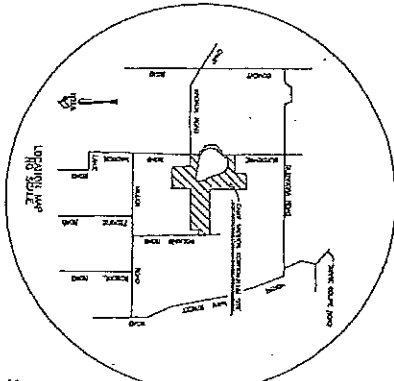




# CAMP MADRON CONDOMINIUMS

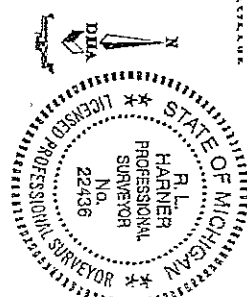


| UNIT | AREA          | FINISH   | PRICE    |
|------|---------------|----------|----------|
| 1    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 2    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 3    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 4    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 5    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 6    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 7    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 8    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 9    | 1,200 sq. ft. | Hardwood | \$12,000 |
| 10   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 11   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 12   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 13   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 14   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 15   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 16   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 17   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 18   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 19   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 20   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 21   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 22   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 23   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 24   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 25   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 26   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 27   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 28   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 29   | 1,200 sq. ft. | Hardwood | \$12,000 |
| 30   | 1,200 sq. ft. | Hardwood | \$12,000 |



PHOTOGRAPH

| NO. | DATE    | REVISION          |
|-----|---------|-------------------|
| 1   | 10/1/77 | ISSUED FOR PERMIT |
| 2   | 10/1/77 | ISSUED FOR PERMIT |
| 3   | 10/1/77 | ISSUED FOR PERMIT |



THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN. I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**R.L. HARNER**  
 LICENSED PROFESSIONAL SURVEYOR  
 NO. 22436

**JACOB ANDERSON**  
 LICENSED PROFESSIONAL SURVEYOR  
 NO. 22436

**STATE OF MICHIGAN**  
 DEPARTMENT OF CONSUMER AFFAIRS  
 DIVISION OF CONTRACTS AND AGREEMENTS

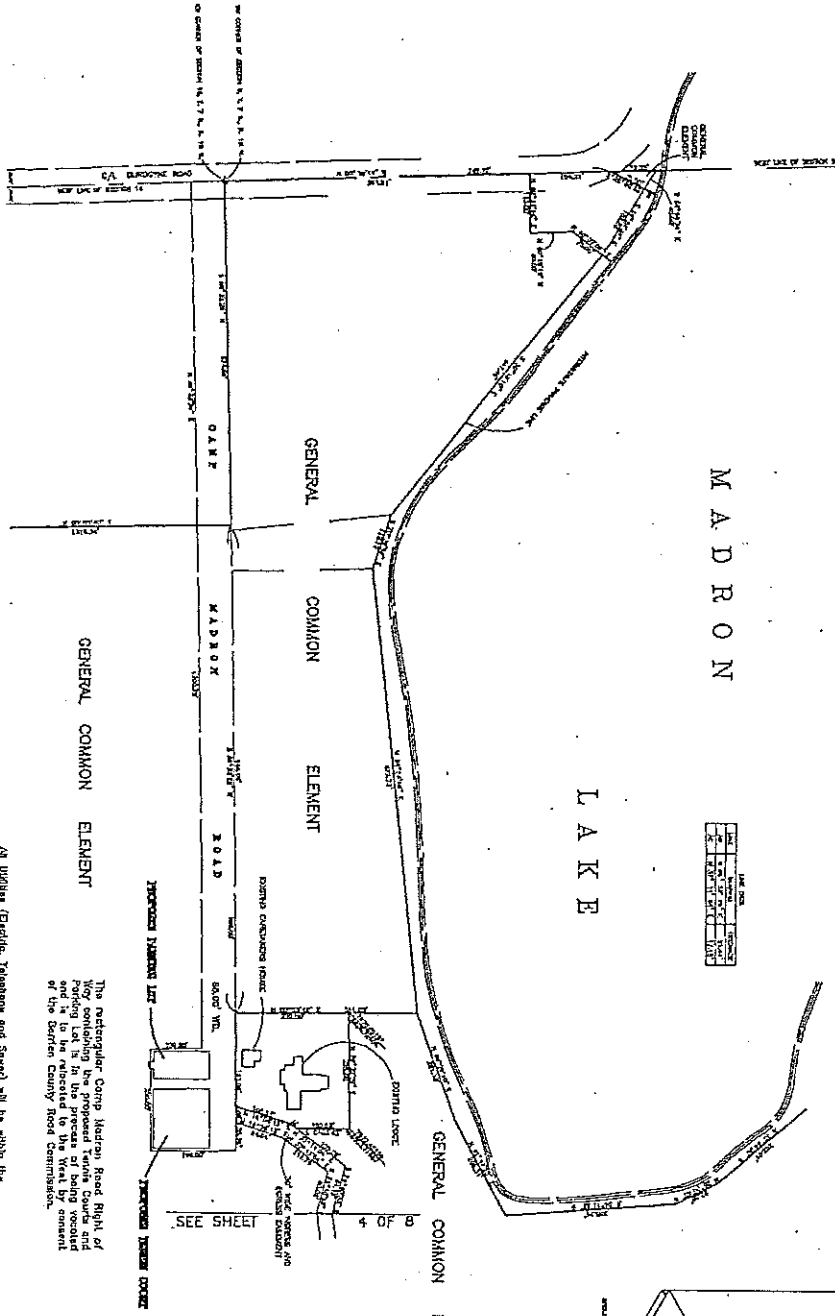
10/1/77

# CAMP MADRON CONDOMINIUMS

The Floodplain Level of Madron Lake has not been determined. The proposed Unit is within 15 Ft. above the current water level.

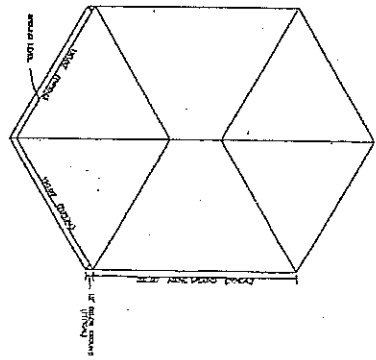
## MADRON

## LAKE



| NO. | DESCRIPTION | AMOUNT |
|-----|-------------|--------|
| 1   | ...         | ...    |
| 2   | ...         | ...    |
| 3   | ...         | ...    |
| 4   | ...         | ...    |
| 5   | ...         | ...    |
| 6   | ...         | ...    |
| 7   | ...         | ...    |
| 8   | ...         | ...    |
| 9   | ...         | ...    |
| 10  | ...         | ...    |

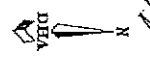
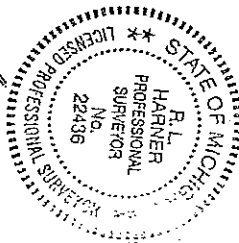
TYPICAL UNIT DETAIL



The rectangular Camp Madron Road Right of Way containing the proposed Units and Parking Lot is in the process of being vacated and is to be returned to the West by consent of the Michigan State Road Commission.

At Utilities (Electric, Telephone and Sewer) will be with the ingress and egress statement and the Utility connections. Sewer Line sizes will be 2", 3" and 4" P.V.C. Foreman and 8" P.V.C. Drains Sewer.

Proposed Electric and Telephone Utility Line also designs have not been completed by the corresponding Utility Company.



| NO. | DESCRIPTION | AMOUNT |
|-----|-------------|--------|
| 1   | ...         | ...    |
| 2   | ...         | ...    |
| 3   | ...         | ...    |
| 4   | ...         | ...    |
| 5   | ...         | ...    |
| 6   | ...         | ...    |
| 7   | ...         | ...    |
| 8   | ...         | ...    |
| 9   | ...         | ...    |
| 10  | ...         | ...    |

Survey, Planning & Construction, Inc.  
 Lead Surveyor & Professional Engineer  
 License No. 22436  
 www.surveyandplan.com  
 10000 E. 14th Ave., Suite 100  
 Detroit, MI 48204