#### # 370 THIRD AMENDED MASTER DEED OF MOON SHADOWS ON RUSH LAKE CONDOMINIUM AND REPLAT NO. 3 OF LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 28

Rush Lake Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 6195 Saline-Ann Arbor Rd., Saline, Michigan 48176, being the developer of Moon Shadows on Rush Lake Condominium, a Condominium Project established pursuant to the Master Deed thereof recorded at Liber 1463, Pages 923 to 985, and amendments thereto recorded at Liber 1570, Pages 522 to 538, Livingston County Records and Liber 1944 Pages 97-117, Livingston County Records, and known as Livingston Councy Condominium Subdivision Plan No. 28, hereby amends the Master Deed of Moon Shadows on Rush Lake Condominium pursuant to the authority reserved in Articles X and XIII thereof for the following purposers

- 1. Enlarging the Condominium Project from one-hundred seventeen (117) units to onehundred twenty-one (121) units by the conversion of Convertible Areas A, B, C, and D described in First Amended Article Airi, Section 1(a), to Units pursuant to the authority reserved in First Amended Article XIII, Section 1(b) of the Master Deed for the Project. Convertible Areas A, B, C and D are described in the attached Exhibit C, which is made a part hereof.
- 2. Reallocating the percentages of value set forth in Article V, Section 2(b) of the Master
- 3. Modifying the subdivision plan of the Master Deed pursuant to the authority reserved in Articles VII, X and XIII of the Master Deed;
- 4. Converting the Convertible Areas described in First Amended Article XIII, Section 1(a)(5) to Limited Common Elements, pursuant to the authority reserved in First Amended Article XIII, Section 1(b) of the Master Deed for the Project;
- 5. Adding ten boat slips as Limited Common Elements and adding restrictions applicable to their maintenance and use;
- 6. Amending Article II, Section 12 of the Bylaws of the Project; and

7. Incorporating immaterial revisions in the Master Deed.

Upon the recording of this Amendment in the office of the Livingston Count Deeds, the Master Deed, the Bylaws and the Condominium Subdivision Plas Bylaws and the Condominium Subdivision Plas Bylaws

amended in the following manner:

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- 1. Convertible Areas A, B, C, and D, as described in First Amended Article XIII, Section 1(a)(1-4) of the Master Deed of the Project, are hereby converted to Units 118, 119, 120 and 121, as shown on Replat No. 3 of Livington County Condominium Subdivision Plan No. 28, which is attached to and made a part of this amendment, pursuant to the authority reserved in First Amended Article XIII, Section 1(b) of the Master Deed for the Project.
- 2. Third Amended Article V, Section 2 of the Master Deed of Moon Shadows on Rush L. e Condominium, as set forth below, shall replace and supersede Article V, Section 2 of the Master Deed as originally recorded and previously amended, and the originally and and previously amended Article V, Section 2 shall be of no further force or effect:

# "THIRD AMENDED ARTICLE V, SECTION 2 OF THE MASTER DELECTION SHADOWS ON RUSH LAKE CONDOMINIUM

#### ARTICLE V

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Section 2. PERCENTAGE OF VALUE. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association."

- 3. Amended Sheets 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 4C of the Condominium Subdivision Plan of Moon Shadowr on Rush Lake Condominium, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 4C of the Condominium Subdivision Plan of Moon Shadows on Rush Lake Condominium as originally recorded and previously amended, and the originally recorded and previously amended Sheets 1, 2, 3, 3A, 3B, 3C, 4, 4A, 4B and 4C shall be of no further force or effect. The legal description on amended Sheet 1 shall replace and supersede the description of the condominium premises contained in Article II of the originally recorded Master Deed.
- 4. Second Amended Article II, Section 12 of the Tylaws of Moon Shadows on Rush Lake Condominium, as set forth below, shall replace and supersede Article II, Section 12 of the Bylaws as originally recorded and previously amended Article II, Section 12 shall no further force or effect:

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### "SECOND AMENDED ARTICLE II, SECTION 12 OF THE BYLAWS OF MOON SHADOWS ON KUSH LAKE CONDOMINIUM

Section 12. ASSESSMENT'S UNDER 1929 P.A. 137. Except as provided below, in addition to regular and special assessments levied by the Association, each co-owner shall be responsible for the payment of dues to the Rush Lake Property Owners Association, a Michigan Summer Resort Corporation organized under Act 137 of the Public Association of 1929, as set forth in an instrument recorded with the Livingsto Association of Deeds. That association (which is separate and distinct fixed Condominium Association) for the Condominium Association) for the cuthority to levy dues and assessments against each taxed parcel (viz., each Unit) within its jurisdiction pursuant to the above-cited act. Those dues and assessments are payable directly to the Rush Lake Property Owner's Association and not to the Condominium Association.

5. The island Convertible Areas described in First Amended Article XIII, Section 1(a)(5) of the Master Deed of the Project, are hereby converted to Limited Common Elements that shall be appurtenant to Unit 67 of the Project, as shown on Replat No. 3 of Livingston County Condominium Subdivision Plan No. 28, which is attached to and made a part of this amendment, pursuant to the authority reserved in First Amended Article XIII, Section 1(b) of the Master Deed for the Project. These Islands shall remain Limited Common Elements appurtenant to Unit 67. The foregoing notwithstanding, portions may be assigned and reassigned by the Developer as Limited Common Elements appurtenant to no more than six other Units so long as the Developer is the Co-owner of Unit 67. Once a portion of the islands is assigned as Limited Common Element to a Unit owned by a nondeveloper Co-owner, the Developer shall have no further right to reassign it to another Unit as a Limited Common Element. All consideration paid by a Co-owner for assignment of a portion of an island as Limited Common Element appurtenant to his Unit shall belong to and be the sole property of the Developer. Any Unit to which a portion of an island is assigned as a Limited Common Element shall also be assessed and additional amount by the Association for the care and maintenance of Rush Lake, in the same amount as that assessed against Units having water frontage on Rush Lake. The reassignment of Limited Common Elements shall be evidenced by an appropriate amendment to the Master Deed of the Condominium, which shall be recorded in the office of the Livingston County Register of Deeds. The responsibility for the performance of maintenance and cost of maintenance of Limited Common Element islands shall be borne by the Co-owner of the Unit to which the island or portion thereof is appurtenant.

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- 6. The Developer hereby creates ten Limited Common Element boat slips that shall be appurtenant to Unit 67 of the Project, as shown on Replat No. 3 of Livingston County Condominium Subdivision Plan No. 28, which is attached to and made a part of this amendment. These islands shall remain Limited Common Elements appurtenant to Unit 67. The foregoing notwithstanding, each of the boat slips may be assigned and reassigned by the Developer as Limited Common Elements appurtenant to a Unit other than Unit 67 so long as the Neveloper is the Co-owner of Unit 67. Once a boat slip is assigned as a Limited Cc non Element to a Unit owned by a non-developer Co-owner, the Developer shall have no further right to reassign it to another Unit as a Limited Common Element. All consideration paid by a Co-owner for assignment of a boat slip as a Limited Common Element appurtenant to his Unit shall belong to and be the sole property of the Developer. Any Unit to which a boat slip is assigned as a Limited Common Element shall also be assessed and additional amount by the Association for the care and maintenance of Rush Lake, in the same amount as that assessed against Units having water frontage on Rush Lake. The reassignment of Limited Common Elements shall be evidenced by an appropriate amendment to the Master Deed of the Condominium, which shall be recorded in the office of the Livingston County Register of Deeds. The Co-owner of a boat slip shall be subject to all restrictions on the use and maintenance of the boat slip, as set forth in Article VI, Section 16 of the Bylaws of the Condominium. The responsibility for the performance of mannenenee, repair and replacement and cost of maintenance, repair and replacement of Limited Common Element boat slips shall be borne by the Co-owner of the Unit to which the boat slip is appurtenant.
- 7. The following provision is added to the Bylaws of Moonshadows on Rush Lake Condominium as Article VI, Section 16 of the Bylaws:

### "ARTICLE VI, SECTION 16 OF THE BYLAWS OF MOON SHADOWS ON RUSH LAKE CONDOMINIUM

The Michigan Department of Environmental Quality has issued a romit for the construction and maintenance of a 10 slip marina facility in the Condominium. The permit is identified as Permit No. 92-11-0011, dated August 2, 1992 ("the Permit"). All Limited Common Element boat slips shall be constructed, operated and maintained in accordance with all provisions of the Condominium Documents and the Permit. A copy of the Permit shall be delivered by the Developer to each Co-owner of a Unit to which one of the boat slips is assigned as a Limited Common sticked at the time of the assignment by the Developer. Some of the restrictions in the Permit apply only to the Limited Common Element boat slips and some apply to boat slips constructed and maintained by the Co-owners of specific Units.

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Therefore, in addition to all other covenants and restrictions contained in the Condominium Documents and the Permit, the following restrictions shall apply to the ownership, use, construction and maintenance of boat slips by the Developer, the Association and the Co-owners, and shall run with the land as appurtenant restrictions:

- A. All docks shall be of open construction without fill, maintaining free water movement and circulation.
- B. The Developer, the Association and each Co-owner of a Unit to which a boat slip is appurtenant, and their respective heirs and assigns shall not expand or seek to expand the authorized 10 slip capacity of the marina prior to January 1, 2016. After January 1, 2016, the Developer, the Association or the Co-owner of a Unit may apply for the appropriate permits as may be required.
- C. Owners of Units 6, 13, 15, and 42 through 67 inclusive, as shown on the Subdivision Plan for the Condominium, each may place at the Unit's water's edge a seasonal dock with vessel newring restricted only to watercraft registered in the name of the Co-owner of that Unit.
- D. The Permit does not authorize construction of a boat launch within or on the Condominium Premises, and no such boat launch shall be constructed by the Developer, the Association, any Co-owner or any other person. Unit Co-owners of record shall have access to and use of the Rush Lake Homeowners Association boat launch in common with others, as does paying members of that association, pursuant to the variance granted by the Township of Hamburg on February 14, 1996, and the written agreement between the Rush Lake Homeowners Association and the Developer.
- E. A document entitled "Restrictive Covenant" has been recorded at Liber 2073, Pages 108-122, Livingston County Records. That Restrictive Covenant is made a part of the Bylaws of this Condominium as if fully set forth herein."
- 8. First Amended Article II, Section 3 of the Bylaws of Moon Shadows on Rush Lake Condominium, as set forth below, shall replace and supersede Article II, Section 3 of the Bylaws as originally recorded, and the originally recorded Article II, Section 3 shall be of no further force or effect:

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Section 3. APPORTIONMENT OF ASSESSMENTS AND PENALTY FOR DEFAULT. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in one annual installment, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Develop all be so personally hable and such land contract seller shall not be person, we liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default small be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates."

9. In all respects other than as hereinabove indicated, the originally recorded and previously amended Master Deed of Moon Shadows on Rush Lake Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 8 day of August, 1996.

[signatures appear on next page]

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WITNESSES:

Rush Lake Development Group Limited Partnership

a Michigan Limited Partnership by: Calmic Properties Group, Inc., a

Michigan Corporation, its general partner

James R. Kremidas,

President

STATE OF MICHIGAN )

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**COUNTY OF GENESEE)** 

The foregoing instrument was acknowledged before me this day of by, 1996, by James K. Kremidas, the president of Calmic Properties Group, Inc., a Michigan Corporation, General Partner of Rusis Lake Development Group Limited Partnership, a Michigan

Limited Partnership, on behalf of the limited partnership.

George P. Rizik, II

Notary Public

Genesce County, Michigan

My Commission Expires: 09/23/2000

DRAFTED BY AND WHEN RECORDED RETURN TO:

Rizik & Rizik, P.C.

George F. Rizik, II (P30595)

Attorneys at Law

5405 Gateway Centre

Flint, MI 48507

Teiephone: (810) 767-8200

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#### CONVERTIBLE AREA A

A parcel of land in the Northwest 1/4 Section 20, T1N, R5E, Hamburg Township, Livingston County, Michigan, more particularly described as commencing at the West 1/4 comer of said Section; thence N 88°33'22" E, along the East-West 1/4 line of said Section 1332.24 feet; thence N 01°48'24" W, leaving said 1/4 line 919.84 feet; thence N 01°46'48" W, 372.93 feet; thence N 89°49'34" E, 0.31 feet; thence N 01°43'45" W, 41.94 feet to the Point of Beginning of the Parcel to be described; thence S 56°56'41" W, 256.98 feet; thence 152.82 feet along a curve to the left having a central angle of 18°26'02", a radius of 475.00 feet, and a long chord bearing N 42°16'20" W, 152.16 feet; thence N 51°29'21" W, 99.71 feet; thence 77.59 feet along a curve to the right having a central angle of 10°27'37", a radius of 425.00 feet, and a long chord bearing N 46°15'33" W, 77.48 feet; thence N 48°58'16" E, 212.50 feet; thence N 55°05'36" E, 208.42 feet; thence S 33°45'32" E, 82.74 teet; thence N 88"16'15" E, 66.12 feet; thence S 01°43'45" E, 280.17 feet to the Point of Beginning, containin; Sucres more or less.

#### CONVERTIBLE AREA B

A parcel of land in the Northwest 1/4 Section 20, T1N, R5E, Hamburg Township, Livingston County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section; thence N 88°33'22" E, along the East-West 1/4 line of said Section 247.31 feet; thence N 01°48'40" W, leaving said 1/4 line, 846.25 feet; thence S 84°40'28" W, 15.39 feet; thence N 02°19'00" W, 356.37 feet; thence N 76°47'43" E, 187.32 feet; thence S 13°34'30" E. 119.31 feet; thence N 76°25'30" E, 200.06 feet to the Point of Beginning of the Parcel to be described; thence N 12°51'54" W, 165.15 feet; thence N 81°13'50" E, 241.18 feet; thence N 45°26'23" E, 33.00 feet; thence 57.44 feet along a curve to the left having a central angle of 06°55'44", a radius of 475.00 feet, and a long chord bearing S 48°01'29" E, 57.41 feet; thence \$ 51°29'21" E, 99.71 feet; thence \$1.71 feet along a curve to the right having a central angle of C6°58'18", a radius of 425.00 feet, and a long chord bearing S 48°00'12' E, 51.68 feet; thence S 45°28'57" W, 30.97 feet; thence S 66°46'42" W, 315.68 feet; thence N 54°24'45" W, 83.36 feet; thence N 19°46'12" W, 12.54 feet to the Point of Beginning, containing 1.59 acres more or less.

**EXHIBIT C** 

#### CONVERTIBLE AREA C

A parcel of land in the Northwest 1/4 Section 20, T1N, R5E, Hamburg Township, Livingston County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section; thence N 88°33'22" E, along the East-West 1/4 line of said Section 247.31 feet; thence N 01°48'40" W, leaving said 1/4 line, 846.25 feet; thence S 84°40'28" W, 15.39 feet; thence 14'02°19'00" W, 356.37 feet; thence N 76°47'43" E, 187.32 feet to the Point of Beginning of the Parcel to be described; thence N 13°34'30" W, 18.92 feet; thence 46.44 feet along a curve to the left having a central angle of 01°03'14", a radius of 252'5.00 feet, and a long chord bearing N 14°06'07" W, 46.44 feet; thence N 75'22'16" E, 202.86 feet; thence S 12°51'54" E, 188.41 feet; thence S 76°25'30" W, 200.06 feet; thence N 13°34'30" W, 119.31 feet to the Point of Beginning, containing 0.86 acres more or less.

#### CONVERTIBLE AREA D

A parcel of land in the Northwest 1/4 Section 20, T1N, R5E, Hamburg Township, Livingston County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section; thence N 88°33'22" E, along the East-West 1/4 line of said Section, 247.31 feet; thence N 01°48'40" W, leaving said 1/4 line, 846.25 feet; thence S 84°40'28" W, 15.39 feet; thence N 02°19'00" W, 356.37 feet to the Point of Beginning of the Parcel to be described; thence N 02°19'00" W, 115.73 feet; thence S 89°49'34" W, 154.41 feet; thence N 30°42'34" E, 168.77 feet; thence N 08°57'58" W, 41.18 feet; thence N 73°12'08" E, 130.96 feet; thence S 16°47'52" E, 161.93 feet; thence 139.21 feet along a curve to the right having a central angle of 03°13'22", a radius of 2475.00 feet, and a long chord bearing S 15°11'11" E, 139.19 feet; thence S 13°34'30" E, 18 59 feet; thence S 76°47'43" W, 137.32 feet to the Point of Beginning, containing 1.17 acres more or less.

**EXHIBIT C** 

EXHIBIT 'B' TO THE AMENDED MASTER DEED OF LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. REPLAT NO. 3 OF 83

HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN MOONSHADOWS ON RUSH

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