

STATE OF MICHIGAN
COUNTY OF KENT
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[Signature]

REG. OF DEEDS

I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any Individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.

MASTER DEED

BECKINRIDGE

Date 11/17/2000 (Act 59, Public Acts of 1978, as amended)
[Signature]
Deputy, Kent County Treasurer, Grand Rapids, Michigan

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 527

- (1) Master Deed establishing Beckinridge, a Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Beckinridge.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Beckinridge.
- (4) Exhibit "C" to Master Deed: Proof of Service of Notice of Intention to Establish Condominium.
- (5) Exhibit "D" to Master Deed: Nelson Township Ordinance No. 00-128.
- (6) Exhibit "E" to Master Deed: Mortgagee's Consent to Submission of Property to Condominium Ownership.

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

P.P. No. 41-03-32-300-032 2600

Verified by PD & M DF

This Master Deed Drafted By
and Return to After Recording:

TODD A. HENDRICKS
RHOADES, McKEE, BOER,
GOODRICH & TITTA
161 Ottawa N.W., Suite 600
Grand Rapids, MI 49503

From 300-026 98
From 300-025 90
From 300-022 76

MASTER DEED**BECKINRIDGE**

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

This Master Deed is made and executed on this 2nd day of October, 2000, by WAGNER DEVELOPING, L.L.C., of 13704 Myers Lake Avenue, Cedar Springs, Michigan 49319 (the "Developer").

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a residential site plan condominium project to be known as Beckinridge (the "Project"), in Nelson Township, Kent County, Michigan on the parcel of land described in Article II; and

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium Bylaws 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 the real property described in Article II, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Beckinridge as a condominium project under the Act and does declare that the Project will 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 will be deemed to run with the land and will be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the Project, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I**NATURE OF PROJECT**

1.1 Nature of Project. The project consists of 16 individual unit condominium sites, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. Each of the project's 16 units will be served by a private road and individual on-site water and septic systems. The project was approved by Nelson Township as a Planned Unit Development.

1.2 Co-owner Rights. Each Co-owner in the Project will have a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 Legal Description. The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

That part of the SW 1/4 of Section 32, T10N, R10W, Nelson Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said section; thence, N00°00'23"E 1325.54 feet along the East line of said SW 1/4 to the South line of the North 1/2 of said SW 1/4 and the point of beginning; thence S89°43'28"W 1752.49 feet along said South line; thence N00°00'00"W 600.00 feet; thence S89°43'28"W 150.00 feet; thence N00°00'00"W 725.36 feet of the North line of said SW 1/4; thence N 89°43'09"E 235.00 feet along said North line; thence S00°16'51"E 209.00 feet; thence N89°43'09"E 212.00 feet; thence S00°16'51"E 516.40 feet; thence N89°43'28"E 555.64 feet; thence N00°16'51"W 144.45 feet thence N89°43'28"E 897.09 feet; thence S00°00'23"W 744.53 feet to the South line of the North 1/2 of said SW 1/4 and the point of beginning. Subject to any easements, restrictions, and rights of way of record.

ARTICLE III

DEFINITIONS

3.1 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 Bylaws and Rules and Regulations of the Beckinridge 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 the Project. As used in such documents, unless the context otherwise requires:

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

(b) Administrator. "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) Association. "Association" means the Beckinridge Condominium Association, a Michigan non-profit corporation organized under the laws of Michigan, of

which all Co-owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. The Co-owners may by a two-thirds (2/3) vote after the Development Period has expired designate a different Michigan nonprofit corporation or unincorporated association as the "Association".

(d) Building Envelope. "Building envelope" means the land depicted on the Condominium Subdivision Plan located within each Unit to be used for the purpose of erecting and maintaining a residence.

(e) Bylaws. "Bylaws" means Exhibit "A" attached hereto which forms a part of this Master Deed. The Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(f) Common Elements. "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. A Common Element will not be separable from the Condominium Unit or Units to which it is appurtenant, except as specifically provided in this Master Deed.

(g) Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

(h) Condominium Property. "Condominium Property" means the land described in Article II, together with all easements, rights and appurtenances.

(i) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

(j) Condominium Unit. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed and as illustrated on Exhibit B.

(k) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner", wherever used, will be synonymous with the term "Co-owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association

and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(l) Developer. "Developer" means WAGNER DEVELOPING, L.L.C., a Michigan Limited Liability Company, its successors and assigns. Successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(m) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which he offers for sale.

(n) First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of a Director and upon all other matters which properly may be brought before the meeting. Such meeting is to be held either (1) within fifty-four (54) months from the date of the first Unit conveyance, or (2) within one hundred twenty (120) days after twenty-five percent (25%) of all Units are sold, whichever first occurs.

(o) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1 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.

(p) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

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

(r) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit 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 and the proceeds and expenses of administration.

(s) Project. "Project" or "Condominium" means Beckinridge, a condominium development established in accordance with the provisions of the Act.

(t) Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of 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 will include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular or the plural, a reference will also be included to the other where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Improvements. All real property, roads and other surface improvements, not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

(b) Electrical. The electrical transmission system throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(c) Telephone. The telephone system and any other telecommunications system throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(d) Gas. The gas distribution system, if any, throughout the Project up to the point where the service is stubbed for connection with each residence that now or hereafter is constructed within the boundaries of a Unit;

(e) Storm Water Management System. The storm water management system throughout the Project, as depicted on the Condominium Subdivision Plan;

(f) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residence that now or hereafter is constructed within the boundaries of a Unit; and

(g) Miscellaneous. All other Common Elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a 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 lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or

by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4.2 Limited Common Elements. Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Subterranean Land. The land located within Unit boundaries, from and below a depth of fifteen (15) feet, as shown on the Subdivision Plan attached as Exhibit B;

(b) Well and Septic Systems. The water wells and sanitary disposal systems (including septic tanks and drainfields) located in, across or under a Unit and serving the residence located within the Unit; and

(c) Miscellaneous. Any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

4.3 Maintenance. The costs of maintenance, repair and replacement of all improvements within the boundaries of a Unit will be borne by the Co-owner of the Unit. The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will at all times be subject to the approval of the Association, except the Association may not disapprove the appearance of an improvement so long as maintained as constructed with the Developer's approval. In the event that the maintenance, cleaning and decoration of such improvements by the Co-owner does not conform to the reasonable standards established by the Association, the Association will have the right to take such action as may be necessary to bring the improvements up to required standards and to charge the cost thereof to the Co-owner responsible for the cleaning, decoration and/or maintenance. The Association will in no event be obligated to repair any residence or other improvement located within or appurtenant to a Unit nor will the Association be obligated to make any capital expenditures of any type whatever with respect to such residences or improvements or to perform any maintenance or repair thereon.

If any Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within the Co-owner's Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

The costs of maintenance, repair and replacement of all General Common Elements described above (including such elements contained within any subsequent phase or expansion area) will be borne by the Association except to the extent of repair and replacement due to the

act or neglect of a Co-owner or his agent, invitee, family member or pet. It shall be the responsibility of the Association to fully maintain the private road in accordance with the requirements of the Nelson Township Zoning Ordinance and in such a way that it will not constitute a danger to the health, safety and welfare of the inhabitants of the Township and such that it is accessible and usable to emergency vehicles and public vehicles in all types of weather. The Association shall keep the private road within the Project in good repair at all times and will ensure that snow and ice is removed in a timely fashion during the winter.

In the event the Association fails to repair and maintain the private road, the Township may, after providing the Association with written notice of the road's deficiencies, bring the road up to the approved design standards and assess the Unit Co-owners in the Project for the improvements, plus the costs and expenses of the Township, including design, construction, administrative expenses and professional services. No Unit Co-owner shall prohibit, restrict, limit or interfere with another Co-owner's normal ingress and egress and use of the road. Normal ingress and egress and use shall include use by family, guests, invitees, tradesmen, and others bound to or returning from any Unit. NO PUBLIC FUNDS OF THE TOWNSHIP OF NELSON ARE TO BE USED TO BUILD, REPAIR, OR MAINTAIN THE PRIVATE ROAD.

4.4 Power of Attorney. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements within the Easement for Public and Private Utilities depicted on the Condominium Subdivision Plan and their respective interests in the General Common Elements within the Easement for Public and Private Utilities depicted on the Condominium Subdivision Plan. Without limitation on the generality of the foregoing, the Developer or the Association, as the case may be, will have full power and authority to dedicate to public use, grant easements over or convey title to the land constituting the General Common Elements within the Easement for Public and Private Utilities depicted on the Condominium Subdivision Plan or any part thereof, and to execute all documents and to do all things on behalf of the Co-owners' mortgagees and other interested persons as are necessary or convenient in the exercise of such powers, provided all Units continue to have reasonable access and utility services.

4.5 Condominium Unit Use. Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will 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

5.1 Description of Units. A complete description of each Condominium Unit in the Project is set forth in the Condominium Subdivision Plan as surveyed by Jonker Land Surveys, 2261-84th Street, S.W., Byron Center, Michigan 49315. Each Unit will consist of the land contained within the Unit boundaries as shown in Exhibit "B".

5.2 Percentage of Value. The percentage of value assigned to each Unit will be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

ARTICLE VI

EASEMENTS

6.1 Easement for Maintenance of Residence Exteriors, Etc. There are hereby created easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residences that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the Association as provided in Section 4.3. There also will exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

6.2 Grant of Easements by Association. The Association is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Development Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefited thereby.

6.3 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair,

decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

6.4 Utility Easements. An Easement for Public and Private Utilities is hereby created within the private road right-of way as a non-exclusive perpetual easement for the benefit of the Co-owners, for utility companies and for governmental entities providing utility services to the Project and/or having utility service facilities in the Project for the following purposes only: the right to install, repair, replace, maintain and/or extend gas lines, electricity lines, telephone lines, cablevision lines, water mains and sewer mains; the right to install equipment associated with such utility services such as lines, valves, hydrants, fittings and other improvements; and rights of ingress and egress for the installation, repair, replacement, maintenance and extension of such utility services and facilities at reasonable times. All utilities within the Project shall be located underground. In the event a public water and/or sewer system is constructed within the public road right of way adjacent to the Project, and such system(s) has available capacity, the Units in the Project shall be connected to such public system(s).

6.5 Telecommunications Agreements. The Association, subject to the Developer's approval during the Development Period, will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

6.6 Roadway Easement. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose. Nelson Township is granted a nonexclusive perpetual easement for the use of all roads located in the Condominium Project for the purposes of utilities, and emergency and other public vehicular traffic providing necessary public services.

6.7 Sign Easements. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successor and assigns, and the Association, a perpetual easement for the construction, repair, replacement and maintenance of signs identifying the Project, on, over, across and under that portion of the Project depicted as a sign easement on the Condominium Subdivision Plan attached as Exhibit B.

6.8. Storm Sewer Easement. Perpetual easement in favor of the Developer during the Development Period, and thereafter in favor of the Association, shall exist on, over, along, across, through and under those portions of the Project designated as storm water drainage easements and storm water detention easements on the Condominium Subdivision Plan, for the installation, construction, maintenance, repair, and replacement of drainage and detention facilities and equipment. All construction, maintenance, repair, and replacement costs incurred with such facilities and equipment shall be the responsibility of the Developer during the Development Period and thereafter shall be the responsibility of the Association.

6.9 Termination of Easements. Developer reserves to himself, and his successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis.

6.10 Sales Office. Developer reserves the right to maintain a temporary sales office within a residence constructed upon a Unit in the Project for purposes of marketing and providing information and soliciting sales of Units in the Project. Such office may be located and relocated at the Developer's discretion. There shall not exist more than one such office at any time.

6.11 Walkway Easement. Perpetual easement in favor of the Developer, Unit Co-owners and their family members and guests, shall exist on, over and across those portions of Units 9 and 10 designated as a 20' Wide Walkway Easement on the Condominium Subdivision Plan, and on, over and across the General Common Element areas located between Units 4 and 5, and north of Units 11, 12 and 13, for pedestrian purposes. All construction, maintenance, repair, and replacement costs incurred with respect to any improvements located within such easement or Common Element areas shall be the responsibility of the Association.

ARTICLE VII

UNIT IMPROVEMENTS OR ALTERATIONS

7.1 Unit Improvements or Alterations. The only improvements permitted to be constructed within a Unit by any Co-owner other than the Developer is a single family residence and associated improvements as contemplated and permitted by the Condominium Bylaws, subject to the approval of the Developer as provided in the Bylaws during the Development Period, and thereafter subject to the approval of the Association.

ARTICLE VIII

UNIT BOUNDARY RELOCATIONS

8.1 Unit Boundary Relocation. The Developer may, without the consent of other Co-owners or the Association, amend this Master Deed to relocate the boundaries of Units owned by the Developer as desired by the Developer. If non-developer Co-owners owning adjoining Units, or a non-developer Co-owner and Developer owning adjoining Units desire to relocate the boundaries of those Units or either of those Units, then the Board of Directors of the Association will, upon written application of the Co-owners, accompanied by the written approval of the Developer during the Development Period and, in any event, of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

8.2 Master Deed Amendment. An amendment to this Master Deed relocating Unit boundaries will identify the Units involved; will state that the boundaries between those Units are being relocated by agreement of the Co-owners thereof; will contain conveyancing between those Co-owners; will reassign the aggregate percentage of value assigned to those Units in Article V between those if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 9.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 9.1(j).

ARTICLE IX

AMENDMENT

9.1 Amendment. Notwithstanding anything in the Condominium Documents which may be to the contrary, the Project and the use of the lands within the Project are subject to Ordinance No. 00-128. The Condominium Documents shall not be amended or otherwise altered in any manner which would be inconsistent with the provisions of Ordinance No. 00-128, without the prior written approval of the Planning Commission and the Township Board in the form of an amendment to Ordinance No. 00-128 after all required public notice and hearing. Furthermore, except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) correcting survey or other errors, (ii) making minor changes to the

boundaries of the Project and/or (iii) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, 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 (2/3) of the votes of the Co-owners and mortgagees. A Co-owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to non-Developer Co-owners, by consent established by the vote of the Co-owner by any voting method described in the Bylaws.

(c) Legal Compliance. Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-owner Consents. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(e) Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer.

(f) Developer Rights to Amend. Except for the requirement of consent from the Township pursuant to Ordinance No. 00-128 and its other ordinances, the restrictions contained in this Article on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed.

(g) Power of Attorney. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including a Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(h) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

(i) Nelson Township Consent. The provisions of the Master Deed and Bylaws are subject to Nelson Township Ordinance No. 00-128 concerning the Beckinridge Planned Unit Development, attached as Exhibit D, and other applicable ordinances and laws. Ordinance No. 00-128 contains requirements not included in the Master Deed or Bylaws. Except with respect to subjects for which the Master Deed or Bylaws provide more stringent standards, Ordinance No. 00-128 and all other applicable ordinances and laws shall prevail. The Developer or Condominium Association shall not amend the Condominium Documents, nor exercise discretion granted under those documents in such a manner to violate said ordinances or laws.

(j) Notice. Co-owners and mortgagees of record will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(k) Costs. A person causing or requesting an amendment to the Condominium Documents will 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.

(l) Recording. All amendments will be effective upon recording in the office of the Kent County Register of Deeds.

(m) Binding. A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will 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 X

ASSIGNMENT

10.1 Assignment. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Kent County Register of Deeds.

[Signatures Follow on Next Page]

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

WITNESSES:

WAGNER DEVELOPING, L.L.C., a
Michigan Limited Liability Company

Lynne Huber
(Lynne Huber)

Wagner Contracting, Inc., a Michigan
corporation, its Member

Dianne Y. Lake
(Dianne Y. Lake)

By Daniel Wagner
Daniel Wagner, Its President

Rowland Excavating, Inc., a Michigan
corporation, its Member

By Robert Rowland
Robert Rowland, Its President

David S. Mc Duffee
David S. Mc Duffee

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 2nd day of October, 2000, before me, a Notary Public in and for said County, appeared Daniel Wagner, the President of Wagner Contracting, Inc., Robert Rowland, the President of Rowland Excavating, Inc., and David S. Mc Duffee, to me personally known, who being by me duly sworn, did say that they are the members of the Developer of Beckinridge who executed the within instrument; and further acknowledged said instrument to be of their free act and deed.

Dianne Y. Lake
Dianne Y. Lake
Notary Public, Kent County, MI
My Commission Expires: 04-10-2004

EXHIBIT "A" TO MASTER DEED**BECKINRIDGE BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

1.1 Association of Co-owners. Beckinridge, a residential site plan Condominium Project located in the Township of Nelson, Kent County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the General Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 Assessments for General Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements, or the improvements constructed or to be constructed within the boundaries of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the

Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis will be established in the budget and must be funded by regular annual payments as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate for this particular Project. The Association 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. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5000) annually for the entire Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 5.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Five Thousand Dollars (\$5000) annually for the entire Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate

purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

2.3 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 will be apportioned among and paid by the Co-owners equally. Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in one (1) annual payment, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. Annual payments are paid in advance and are due and payable on the first day of each year. A Co-owner's first assessment shall be prorated. The payment of an assessment will 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 ten (10) or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Section 17.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will 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. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default will 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.

2.4 Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

2.5 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association will have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of

any services to a Co-owner in default upon seven (7) days, written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Kent County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as

may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the delinquent Co-owner and will inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his Unit.

2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit.)

2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the annual Association assessment. Developer, however, will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon. In no event will Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residence is located. A "completed residence" will mean a residence with respect to which a certificate of occupancy has been issued by Nelson Township.

2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority will be assessed in accordance with Section 131 of the Act.

2.9 Personal Property Tax Assessments of Association Property. The Association will 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 based thereon will be treated as expenses of administration.

2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, will be subject to Section 132 of the Act.

2.11 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of

the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit will render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

3.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

3.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) At the exclusive option of a Purchaser, Co-owner or person occupying a Unit in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

3.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in

this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE IV

INSURANCE

4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the General Common Elements of the Project, carry liability and other insurance coverage. Such insurance will be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance will be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws will be expenses of administration.

(c) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association will 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 General Common Elements will be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the General Common Elements unless two-thirds (2/3) of the Association members have given their written approval.

4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by acceptance of a deed, land contract, or other conveyance, does thereby appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney will 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 are necessary or convenient to the accomplishment of the foregoing.

4.3 Responsibilities of Co-owners. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his

residence and all other improvements constructed or to be constructed within the boundaries of his Condominium Unit, together with all Limited Common Elements appurtenant to his Unit, whether located within or outside the boundaries of his Unit, and for his personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located). The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

4.4 Waiver of Right of Subrogation. The Association and all Co-owners will use their best efforts to cause all property and liability insurance carried by the Association or any Co-owners to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

4.5 Directors' and Officers' Insurance. The Association may carry directors' and officers' liability insurance covering acts of the directors and officers of the Association in such amounts as the Board deems appropriate.

ARTICLE V

RECONSTRUCTION OR REPAIR

5.1 Repair in Accordance with Plans and Specifications. Any reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for each residence in the Project to a condition as comparable as possible to the condition existing prior to damage unless a vote of two-thirds (2/3) of the Co-owners decides otherwise, provided, however, that any general or limited common element provided for by Township Ordinance No. 00-128 shall be restored unless the Township otherwise consents.

5.2 Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to the residence or other improvement constructed within the boundaries of a Unit, or to a Limited Common Element appurtenant thereto which is the responsibility of a Co-owner to maintain and repair, it will be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair will be that of the Association.

(b) Damage to Interior of Residence. Each Co-owner will be responsible for the reconstruction, repair and maintenance of the interior of the residence constructed within the boundaries of his Unit.

5.3 Association Responsibility for Repair. Except as otherwise provided in Section 5.2 above and in the Master Deed, the Association will be responsible for the reconstruction, repair and maintenance of the General Common Elements.

5.4 Timely Reconstruction and Repair. If damage to Common Elements or the residence or other improvements constructed within the boundaries of a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof will proceed with replacement of the damaged property without delay.

5.5 Eminent Domain. Section 133 of the Act and the following provisions will control upon any taking by eminent domain.

5.6 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000).

5.7 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents will 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 VI

RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions:

6.1 USE RESTRICTIONS.

6.1.1 Ordinance Compliance. In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of Ordinance No. 00-128 and the zoning ordinance of Nelson Township, Kent County,

Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Nelson Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. To the extent that the restrictions contained herein are more restrictive than the Nelson Township Zoning Ordinance, the restrictions contained herein shall apply.

6.1.2 Residential Use. The Units are for single-family residential purposes. There will not exist on any Unit at any time more than one residence.

6.1.3 Home Occupations. All Units are to be used only for single-family residential purposes, however home occupations may be considered part of a single-family residential use if the home occupation is conducted entirely within the residence, conducted solely by members of the immediate family residing in the residence, is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof.

6.1.4 Letter and Delivery Boxes. Each Unit owner shall be responsible for purchasing, installing and maintaining his or her own mailbox in standard size, color and design on. The mailbox shall be placed on the Unit on or before the Unit is occupied.

6.1.5 Signs. No signs or any advertising shall be displayed on any Unit, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding six (6) square feet in size may be displayed without approval. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

6.1.6 Solar Panels. Solar panel can be placed or maintained on the back side of any Unit with the prior written approval of the Developer during the Development Period and thereafter the Association.

6.1.7 Outbuildings and Structures. Improvements or structures including, but not limited to, a single family residence, accessory buildings, storage sheds, outbuilding, guest houses, pools, hot tubs, tennis courts, dog runs, playhouses or treehouses may be placed, erected or maintained on any Unit, except in accordance with plans approved in accordance with Section 6.2.5. with the prior written approval of the Developer during the Development Period and thereafter the Association. No co-owner shall place any of the above structures or improvements on his Unit prior to commencement of construction of the residential structure.

6.1.8 Fuel Storage Tanks. Oil or fuel storage tanks may not be installed or maintained on any Unit without the prior written approval of the Developer during the Development Period and thereafter the Association.

6.1.9 Animals. Dogs, cats and pet birds may be kept in reasonable numbers as pets on any Unit. Any other animals, birds or fowl may not be kept or maintained on any Unit without the prior written permission of the Developer during the Development Period and thereafter the Association. Animals may not be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. The owner of a pet shall be responsible for removing any fecal matter dropped by his pet on property not owned by the owner of the pet, including the common elements. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. Animal Kennels are prohibited.

6.1.10 Recreational and Commercial Vehicles. House trailers, commercial vehicles, trailers, boats, camping vehicles, motor homes, off-road motorcycles, all terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation may be parked or stored in the back of any Unit but not adjoining areas, without the prior written approval of the Developer during the Development Period and thereafter by the Association, unless within a garage or accessory building with the door closed. Inoperable vehicles of any type may not be brought or stored upon any Unit, either temporarily or permanently, unless within a garage or accessory building with the door closed. Commercial vehicles and trucks will not be parked in or about any Unit (except as above provided) unless while making deliveries or pickups in the normal course of business. No trucks over one ton will be parked overnight on any Unit, except in an enclosed garage, without the prior written consent of the Developer during the Development Period and thereafter of the Association. Snowmobiles, motorcycles or all terrain vehicles may not be used on any Unit or any part of the Condominium Property without the prior written approval of the Developer during the Development Period and thereafter of the Association.

6.1.11 Nuisances. Acts or conditions which are or may become a nuisance shall not be permitted to exist, continue or be maintained upon any Unit.

6.1.12 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week. The Association will be responsible for contracting with a garbage removal company for garbage and refuse disposal for all Units in the Project. Each Unit owner will contribute toward the cost of such garbage and refuse disposal. No burn barrels will be allowed.

6.1.13 Granting of Right-of-way/Easement. No Unit owner shall grant any right-of-way or easement across his or her Unit to any person(s) or entities without prior written approval of the Developer during the Development Period and thereafter by the Association.

6.1.14 Access Entrance. Ingress and Egress to all Units within the Project shall be only by means of the Project's private road system, which private road system is a General Common Element. Said private road system shall be constructed in conformance with the requirements of the Township ordinances for private roads and the Kent County Road Commission private road specifications.

6.1.15 Soil Removal. All soil removed from any Unit shall remain the property of the Developer. When said soil is removed, it shall be placed by the Unit owner, at the Unit owner's expense, in such place or places that the Developer shall designate.

6.1.16 Mineral Extraction. No Unit owner shall construct or place a derrick or other structure designed for use in boring for oil or natural gas upon any Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes. This Section shall not apply to the Developer during the Development Period.

6.1.17 Pools. Above ground swimming pools will be permitted. In ground swimming pools are permissible with the prior written consent of the Developer, during the Development Period, and thereafter by the Association.

6.1.18 Fences. Fences may be permitted within the Project with the prior written permission of the Developer during the Development Period and thereafter by the Association. The location, design, material, color and height of all fences, including, but not limited to, fences around swimming pools, must be reviewed and approved, prior to commencement of construction, by the Developer during the Development Period and thereafter by the Association.

6.1.19 Playground Equipment. All playground equipment such as swing sets, slides, and the like shall be kept in the back yards of all Units.

6.1.20 Antennae and Satellite Dishes. Television, radio or other antennae, including satellite dishes, can be placed or maintained on any Unit with the prior written approval of the Developer during the Development Period and thereafter the Association.

6.1.21 Care and Appearance of Units. The yard and exterior surfaces of all improvements on all Units shall be maintained by the Unit owner in a neat and attractive manner and in good condition and repair. If a Co-Owner has not commenced construction of an approved residential structure on a Unit within two (2) years after

purchase of a Unit from the Developer, the Co-Owner shall maintain his Unit in a neat and attractive manner by keeping the grass cut and by keeping it free from any debris, until such time that construction commences.

6.1.22 Open Space Area. Except by the approval of the Association and the Township, that portion of the Project's General Common Elements designated as open space area on the Condominium Subdivision Plan attached as Exhibit B shall be a no disturb area and shall be maintained in a natural state. All uses of the open space must be consistent with Ordinance 00-128. Improved pedestrian trails approved by the Association within the open space area may only be used by Co-owners and their family and guests for pedestrian purposes. No construction, clearing, mowing, tree removal, excavation, or other improvements shall be permitted in the open space area, with removal of only dead, diseased, unsafe, or fallen trees, and noxious plants and shrubs, including poison ivy, poison sumac, and poison oak, permissible. No Co-owner shall use the open space area for storage or dumping purposes. The Association shall be solely responsible for maintaining the Project's open space areas in a manner consistent with Ordinance 00-128, and in accordance with Section 4.3 above.

6.1.23 No Burning. The burning of rubbish, trash or other materials shall be prohibited within the Project.

6.1.24 Hunting. No hunting, target shooting or the firing or discharging of bows and arrows, firearms, air guns, illegal fireworks or other similar projectiles, explosives or devices shall be allowed within the Project.

6.1.25 Removal of Deer Fence. The existing deer fence which is located upon a portion of the Project's Common Elements shall be removed by the Association within ninety (90) days of the termination of the deer lease. The deer lease terminates on April 26, 2002.

6.1.25 Landscaping. The General Common Element area located east of the private road serving the Project, and contiguous to the Becker Road right-of-way, shall contain landscaping improvements in accordance with Ordinance No. 00-128. The General Common Element area located west of the private road serving the Project, and contiguous to the Becker Road right-of-way, shall contain landscaping improvements in accordance with Ordinance No. 00-128. Further, the west ten feet of Unit 5 is encumbered by a 10' Wide Easement for Landscaping Purposes, as depicted on Exhibit B. The landscaping improvements identified in this Section shall be maintained by the Association.

6.2 Building Restrictions.

6.2.1 Minimum Square Footage. The Nelson Township Zoning Ordinance minimum square footage requirements, subject to Section 6.2.5, shall apply to any residents that is to be constructed on any Unit within the Project.

All residences shall be built upon a basement and foundation. No mobile or modular homes are permitted. Notwithstanding the foregoing, the Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of these requirements.

6.2.2 Garage and Accessory Buildings. Each residence shall have an attached garage containing at least two stalls, but not more than three stalls. All accessory buildings shall only be constructed and located at the rear of a Unit. No accessory buildings shall be built of metal. Accessory buildings shall bear the same or similar design and exterior covering, color and texture as the residence on the Unit. The location of an accessory building on any Unit must be approved by the Developer during the Development Period and thereafter by the Association, prior to construction.

6.2.3 Driveway, Landscaping, Tree Removal. The driveway approach leading from the hard-surface street to the residence must be made of asphalt, concrete or brick, unless otherwise agreed to by the Developer or the Association. No trees shall be removed within the Project without the prior written approval of the Developer during the Development Period and thereafter by the Association. As soon as possible after the completion of construction of the residence on the Unit, and in no event longer than six (6) months therefrom, a Unit, to the extent it does not have natural cover within woods, will be graded, and will be either covered with four inches of fertile topsoil and supplied with sufficient perennial grass seed to seed the same or an alternate landscaping plan as approved by the Developer during the Development Period and thereafter by the Association. All landscaping shall be subject to the approval of landscaping plans in accordance with Section 6.2.5.

6.2.4 Improvements and Landscaping Near Private Road. A Co-owner shall not construct any fence or gate closer than thirty-three (33) feet from the centerline of the private road adjacent to the Unit. The only improvements or landscaping permitted within such thirty-three (33) feet shall be mail and delivery boxes, an approved driveway, and grass or other ground cover landscaping approved by the Developer during the Development Period and thereafter the Association.

6.2.5 Approval of Plans. The Developer reserves the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these bylaws as the Developer will deem necessary and proper. Plans and specifications must be approved by the Developer, during the Development Period and thereafter by the Association. No exterior changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the

Developer, during the Development Period and thereafter by the Association. One sets of complete plans and specifications must be submitted for approval. The Developer or the Association may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail.

The Developer reserves the right to disapprove any plan, specification, proposal or other matter submitted to Developer which is not suitable or desirable in Developer's opinion for aesthetic or other reasons. In reviewing such plans, specifications, proposals or other matters, the Developer may consider the suitability of the proposed structure, improvement or modification, the Unit upon which it is proposed to be constructed, the proposed building location within the Unit, the locations of structures and improvements on the other Units, the degree of compatibility of the proposed improvement with those already existing in and planned for the Project and such other matters as the Developer, in the Developer's sole discretion, may deem significant.

6.2.6 Approved Contractor and Construction Process. All construction of all buildings and structures shall be done only by residential home builders and their subcontractors approved by the Developer and licensed by the State of Michigan, and shall be done in accordance with plans approved pursuant to Section 6.2.5. When the construction of any building or structure has once begun, work thereon must be diligently continued and must be completed within nine (9) months from the start thereof, provided that the Developer or the Association may extend such time when conditions warrant an extension. Construction of all other improvements will be done by contractors licensed by the State of Michigan.

No Co-owner shall commence any construction or improvements, including, but not limited to, clearing and tree cutting, upon any Unit unless and until Developer, during the Development Period and thereafter the Association, reviews and approves in writing the proposed staked location of the residential structure. The Developer, during the Development Period and thereafter the Association, shall have the sole discretion to approve or reject a proposed staked location of a residential structure on a Unit.

6.2.7 Damage to Private Road or Utilities. Any damage to any private road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer during the Development Period and thereafter by the Association.

6.2.8 Septic Systems. Except as otherwise approved by the Developer and the Kent County Health Department (K.C.H.D.), all septic systems and drainfields shall be located on the unit not closer than ten (10) feet to the Unit boundary line and no closer than one hundred (100) feet from any identified wetland. It will be the responsibility of the Co-owner to install and maintain the septic system in good working order and comply

ENVIRONMENTAL HEALTH DIVISION
KENT COUNTY HEALTH DEPARTMENT
700 FULLER, N.E.

GRAND RAPIDS, MICHIGAN 49503
PHONE 336-3089

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with all applicable governmental regulations. Neither the Developer nor the Association will have any responsibility with respect to same. With the application to obtain a permit from the K.C.H.D. for a septic tank and drainfield, the Co-owner will submit to the K.C.H.D. a lot development plan drawn to scale which will locate the Unit, private drives and right-of-ways, utilities, Unit lines, building site and proposed well and septic locations. As part of the application the K.C.H.D. may require a topographical map showing existing and proposed contours. Contour intervals shall not exceed two (2) feet.

Site modification in the area of the initial and replacement wastewater disposal systems (drainfields) may be required by the K.C.H.D. which would typically include soil removal and backfill with approved washed sand (2NS) or raised mound type systems. Utilities, buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the K.C.H.D. **Suitable conditions for the installation of an on-site septic system and drainfield have not been demonstrated on Unit 4. At this time, Unit 4 has not been approved by the K.C.H.D.** ALL SEPTIC TANKS SHALL BE PUMPED OUT AT LEAST ONCE EVERY THREE (3) YEARS, AND EVIDENCE THEREOF SHALL BE FURNISHED TO THE TOWNSHIP UPON REQUEST.

6.2.9 Water Systems. Individual water supply systems will be permitted on a Unit solely to provide water for domestic consumption at the residence on the Unit and for irrigation purposes, swimming pools, or other nondomestic uses on the Unit. It will be the responsibility of the Co-owner to install and maintain the water supply system in good order and working condition and comply with all applicable governmental regulations and neither the Developer nor the Association will have any responsibility with respect to same. A permit from the K.C.H.D. is required prior to the installation of any on-site water supply. As part of the application the K.C.H.D. may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways, and other significant details. All wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet in thickness. This overburden is to be located greater than twenty five (25) feet below the ground surface. Where a clay overburden cannot be encountered, wells must be drilled to a minimum depth of 100 feet and have a minimum submergence of 50 feet over the top of the well screen. In such cases, the well must be isolated from all components of the on-site sewage disposal absorption system by a minimum 100 feet. Furthermore, no excavations shall be allowed within 25 feet of the well head. All wells are to be grouted in accordance with the Michigan Department of Environmental Quality Part 201 water well grouting requirements. Test wells within the Project indicate the water supply well to be 92 and 105 feet deep.

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6.3 Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least twelve (12) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

(b) Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

(1) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant of that Unit and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

(2) Tenants or non Co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements will so state.

(3) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(i) The Association will notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner will have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents.

The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant.

6.4 Changes in Common Elements. Except as provided in Section 6.2.5 above with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the express written approval of the Association.

6.5 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

6.6 Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time.

(b) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to carry out such obligations and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

7.1 Notice to Association. Any Co-owner who mortgages his Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

7.2 Insurance. The Association will notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

8.1 Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

8.2 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 8.5 and 9.9 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

8.3 Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative

designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

8.4 Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

8.5 Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting will not be Permitted.

8.6 Majority. A majority, except where otherwise provided herein, will consist of more than fifty-one percent (51%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

9.1 Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

9.2 First Annual Meeting. The First Annual Meeting shall be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such

meeting will be set by the Board of Directors, and at least ten (10) days, written notice thereof will be given to each Co-owner.

9.3 Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

9.4 Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

9.5 Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 8.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

9.7 Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

9.8 Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in

order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

9.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

11.1 Number and Qualification of Directors. The Board of Directors will be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors will serve without compensation.

11.2 Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided in subsection (b) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units, one of the three Directors will be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as long as the Units that remain to be sold equal at least ten percent (10%) of all Units in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in

subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) Each Director shall serve for one (1) year or until his/her successor is elected.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Section 9.3 hereof.

11.3 Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association, may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners, shall have all powers described in the Articles of Incorporation, shall have the power to enforce the provisions of the Condominium Documents, and shall have the power to do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

11.4 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 2(b) of this Article.

11.5 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty-one percent (51%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal fifty-one percent (51%). Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

11.6 First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

11.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time to time by a majority of the Directors, but at least two such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

11.8 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days, notice to each Director, given personally, by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

11.9 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

11.10 Adjournment. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours, prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be

transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof will constitute the presence of such Director for purposes of determining a quorum.

11.11 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

11.12 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE XII

OFFICERS

12.1 Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President will take the place of the President and perform his duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(c) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

12.2 Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

12.3 Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

12.4 Duties. The officers will have such other duties, Powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

FINANCE

13.1 Records. The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration.

13.2 Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year will be subject to change by the Directors for accounting reasons or other good cause.

13.3 Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled, including indemnification under the Articles of Incorporation of the Association. At least ten (10) days prior to payment of any indemnification, whether under this section or under the Articles of Incorporation of the Association, the Board of Directors shall notify all Co-owners of the payment.

ARTICLE XV

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVI

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to

and will comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Property will signify that the Condominium Documents are accepted and ratified.

ARTICLE XVII

REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of 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.

17.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will 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 will any Co-owner be entitled to recover such attorneys' fees.

17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

17.5 Non-waiver of Right. 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 will 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.

17.6 Cumulative Rights, Remedies and Privileges. 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 will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus 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.

17.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Definitions. All terms used herein will have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

19.2 Severability. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

19.3 Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 13704 Myers Lake Avenue, Cedar Springs, Michigan 49319, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

19.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed. Further, the Condominium Documents shall not be amended or otherwise altered in any manner which would be inconsistent with the provisions of Ordinance No. 00-128, without the prior written approval of the Planning Commission and the Township Board in the form of an amendment to Ordinance No. 00-128 after all required public notice and hearing.

19.5 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 ordinances of Nelson Township and any Condominium Document, the Township ordinance 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 but excluding these Bylaws; (2) these Bylaws; (3) the Articles of Incorporation of the Association; and (4) the Rules and Regulations of the Association.

- [illegible]

PROPOSED DATE: SEPTEMBER 28TH, 2000
REVISED DATE: NOVEMBER 2ND, 2000

EXHIBIT C

**PROOF OF SERVICE OF NOTICE OF INTENTION TO
ESTABLISH SITE PLAN CONDOMINIUM**

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The undersigned, Patricia S. Reynolds, hereby certifies that she sent, on September 12, 2000, a Notice of Intention to Establish Site Plan condominiums, to the appropriate offices of the agencies and organizations listed on the attached document. All of said Notices were sent by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses reflected on the list attached hereto and incorporated herein.

Patricia S. Reynolds
Patricia S. Reynolds

The foregoing instrument was acknowledged before me this 12th day of September, 2000.

Carol A. Przybylski
Carol A. Przybylski, Notary Public
Ottawa County, Michigan, Acting in Kent
My Commission Expires: 02/09/01

ATTACHMENT TO EXHIBIT C

Nelson Township
2 West Maple Street
Sand Lake, MI 49343

Kent County
300 Monroe Ave., NW
Grand Rapids, MI 49503

Kent County Road Commission
1500 Scribner, NW
Grand Rapids, MI 49504

Kent County Drain Commission
1500 Scribner, NW
Grand Rapids, MI 49504

Michigan Department of Natural Resources
530 West Allegan
P.O. Box 30028
Lansing, MI 48909

Michigan Department of Transportation
425 West Ottawa
P.O. Box 30050
Lansing, MI 48909

Michigan Department of Consumer and Industry Services
Corporation, Securities and Land Development Bureau
Manufactured Housing Division
P.O. Box 30222
6546 Mercantile Way
Lansing, MI 48909

Waste Management Division
Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909

EXHIBIT D

COPY

TOWNSHIP OF NELSON

COUNTY OF KENT, MICHIGAN

At a regular meeting of the Township Board of the Township of Nelson, Kent County, Michigan, held at the Village and Township Hall, Two Maple Street, Sand Lake, Michigan, on the 9th day of May, 2000, at 7:00 p.m.

PRESENT: Members: Bishop, Austin, Myers, Henry
Reed/sec.

ABSENT: Members: Hoffman

The following ordinance was offered by Austin and supported by Myers.

ORDINANCE NO. 00-128**AN ORDINANCE to amend the Zoning Ordinance
of the Township of Nelson****[Beckinridge No. 1 Site Condominium Planned Unit Development]****THE TOWNSHIP OF NELSON ORDAINS:**

Section 1. Planned Unit Development. The Zoning Ordinance of the Township of Nelson is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to rezone the following described lands from the SFR-L Single Family Residential -- Low Density District to the OS-PUD Open Space Planned Unit Development District, in accordance with the final development plan of the Beckinridge No. 1 Site Condominium Planned Unit Development, subject to all of the terms and conditions of this ordinance:

[insert land description]

That part of the Southwest 1/4 of Section 32, Town 10 North, Range 10 West, described as commencing at the South 1/4 corner of said section thence North 00°00'23" East 1019.79 feet along the East line of said Southwest 1/4 to the South line of the North 1/2 of said Southwest 1/4; thence South 89°43'28" West 1752.49 feet; thence North 600 feet; thence South 89°43'28" West 150 feet; thence North 725.36 feet to the North line of said Southwest 1/4; thence North 89°43'09" East 235 feet along said North line; thence South 00°16'51" East 209 feet; thence North 89°43'09" East 212 feet; thence South 00°16'51" East 516.4 feet; thence North 89°43'28" East 555.64 feet; thence North 00°16'51" West 144.45 feet; thence North 89°43'28" East 897.18 feet, more or less, to the East line of the Southwest 1/4 of said section; thence South 00°00'23" West 744.49 feet to the point of beginning, Nelson Township, Kent County, Michigan.

In the case of conflicts or discrepancies between any part of the Final Development Plan and the terms of this ordinance, this ordinance shall control.

Section 2. Terms and Conditions. The rezoning of the above-described lands to the OS-PUD Open Space Planned Unit Development District, in accordance with the Final Development Plan of the Beckinridge No. 1 Site Condominium Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) Development Plan. The Beckinridge No. 1 Site Condominium Planned Unit Development ("the Development") shall comply in all respects with the Development Plan of the Development. The Development Plan includes the Final Development Plan having a last revision date of April 19, 2000, the application for Open Space Planned Unit Development rezoning, and other materials submitted with the application, except to the extent that any such materials may be inconsistent with this ordinance. The final approved versions of such materials, including the Development Plan, shall be authenticated by signature of the Township Supervisor.

(2) Lot Areas; Set Backs.

(a) The Development shall be only for single-family detached dwellings, on a site condominium basis, in accordance with applicable State law. The Development shall have not more than 16 units for one single-family detached dwelling each.

Side Yard: 15 feet on each side, with the total of both side yards to be at least 30 feet

Rear Yard: 30 feet

(3) Buildings. The minimum square footage of any dwelling in the Development shall comply with the minimum building floor requirement of the OS/PUD district. No building shall exceed a height of 35 feet.

(4) Streets and Driveways.

(a) The street in the Development shall be hard surfaced and constructed in compliance with all applicable Nelson Township and Kent County Road Commission standards for private road construction and exit location. The street shall be located as shown on the Plan. The entrance to the Development shall be off Becker Road, as shown on the Plan.

(b) The street shall be maintained, repaired, replaced and snowplowed so as to afford continuous access and unimpeded passage for vehicles (including emergency vehicles) under all weather conditions. The Master Deed or Condominium Bylaws shall have provisions requiring maintenance of roads in accordance with this ordinance.

(c) The street name shall be subject to the approval of the Kent County Road Commission. There may be a sign at the entrance to the Development off Becker Road, in compliance with the sign provisions of the SFR-L District.

(5) Sanitary Sewer Service and Water Supply.

(a) Each unit in the Development shall be served by a private individual water well and septic tank and drain field system approved by the Kent County Health Department and in compliance with the Township Building Code and other applicable Township regulations. As a part of the final site development plan, the applicant shall submit the report or other response

provided by the Kent County Health Department indicating preliminary approval of the lands comprising the Development, for the installation and use of on-site water supply wells.

(b) The Master Deed or Condominium Bylaws shall require that the buildings in the Development shall be connected to public water and/or sewer if a system with available capacity is located anywhere within the public right of way adjacent to the Development. The cost of constructing a sewer collection and/or water distribution system within the Development shall be borne by the residents thereof, such systems shall be constructed in compliance with the Township's specifications and shall be dedicated to the Township or other public agency having jurisdiction when satisfactorily completed.

(c) Private septic tank and drainage systems shall be located not closer than 10 feet to any lot line and not closer than 100 feet from any identified wetland. Each septic tank and drainage system shall at all times be maintained in good order and working condition and in compliance with all applicable governmental requirements. The Master Deed or Condominium Bylaws shall require that all septic tank systems be pumped out at least once every three years. Written proof of such pumping shall be made available to the Township upon request. As a part of the final site development plan, the applicant shall submit the report or other response provided by the Kent County Health Department, indicating preliminary approval for the installation and use of private septic tanks and drainage systems within the Development.

(6) Surface Water Drainage. [insert provisions]

(7) Landscaping.

(a) There shall be a 20-foot wide landscaped berm with evergreens five to six feet in height when planted, and planted 10 feet apart, on centers, and staggered in two rows,

in the green space area located on the east side of the entrance drive, at Becker Road, as shown on the Plan.

(b) There shall be a 50-foot wide greenspace as shown on the plan, located between Unit 1 and Becker Road, planted with evergreen trees, 5 to 6 feet in height when planted, situated 10 feet on centers, and staggered in two rows.

(c) [insert other landscaping and buffering provisions]

(8) Utilities. Natural gas service, electrical service, telephone service and cable television service to each of the lots in the Development shall be by means of underground facilities.

(9) Soil Erosion and Sedimentation Control. In the construction and use of the Development, the applicant shall comply in all respects with any required soil erosion and sedimentation permit. A copy thereof shall be submitted to the Township. The Condominium Bylaws shall provide that soil erosion protection and stabilization techniques and procedures shall be provided continuously during all phases of construction, until lawns and other landscaped areas are established.

(10) Common Open Space.

(a) Open, undeveloped space, totaling approximately ____ acres in area, shall be provided, as shown on the Plan. There shall be no development or improvements in the open space area. An agreement for the perpetual maintenance of the open space area and/or open space maintenance provisions as set forth in the master deed and/or condominium bylaws shall be subject to the approval of the Township Attorney, consistent with this ordinance and the OS-PUD District provisions, prior to the recording of such documents.

(b) The existing fencing located around the open space area shall be removed, not later than the issuance of a certificate of occupancy for the first dwelling in the development.

(c) [insert other open space provisions]

(11) Other Matters. The Master Deed and Condominium Bylaws shall be reviewed by the Township attorney before recording, so as to verify their compliance with this Ordinance. To the extent that any Master Deed or Condominium Bylaw provisions may be contrary to or at variance with any of the provisions of this or any other ordinance, the same shall be applicable only to the extent permitted by the terms hereof. The Master Deed and Bylaws shall make express reference to this Ordinance and state that use of property within the Development is subject to this Ordinance, notwithstanding anything to the contrary in the Master Deed or Bylaws; further, the Master Deed and Condominium Bylaws shall indicate that any amendment in either of them that is contrary to or inconsistent with the provisions of this Ordinance shall not be effective unless the same shall be approved by the Planning Commission and Township Board in the form of an amendment to this Ordinance, following notice and procedures as required by law.

(12) Performance Bond. Before commencing any construction in the Development, the applicant shall deposit with the Township an executed performance bond or letter of credit, in form and with content satisfactory to the Township, in the amount of \$_____, conditioned upon the applicant's timely and faithful performance of all of the requirements of this ordinance, the Township Zoning Ordinance, the Township Building Code and other applicable laws, ordinances and regulations.

From time to time, as construction of elements of the Development is satisfactorily completed, the Township, by motion or resolution of the Planning Commission, may release or discharge portions of the amount secured by the performance bond or letter of credit.

(12) Additional Findings. The Township Board hereby determines that the Plan complies with the provisions of the Township Zoning Ordinance and promotes its intent and purposes. The Board further finds that the Development, upon construction and use in full compliance with all of the terms and provisions of this ordinance and the Township Zoning Ordinance, will be compatible with adjacent uses of lands, the natural environment and the capacities of public services and facilities affected by the Development. The Township Board further determines that the Development will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public services and facilities affected by the Development will be capable of accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility with adjacent land uses and to promote the use of land in a socially and economically desirable manner

Section 3. Enforcement.

(a) The Township may enforce the provisions of this ordinance and applicable provisions of the Township Zoning Ordinance, Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.

(b) In the event that the applicant shall fail to carry out, either at all or on a timely basis, any provision or requirement of this ordinance or other applicable law, ordinance or regulation, the Township may through its Building Inspector or other Township agency issue and post a stop work order at the site of any improper or noncomplying part of the Development, directing that all further

construction of such part of the Development be ceased forthwith, pending the compliance with any applicable provisions of this ordinance or of Township ordinances, regulations or State laws. Upon the issuance of such stop work order, the applicant shall comply fully therewith without delay. Upon the correction of any matters as to which the stop work order was issued, the Township shall promptly rescind and remove the stop work order, whereupon the applicant may again proceed with construction or other permissible activity as to the Development.

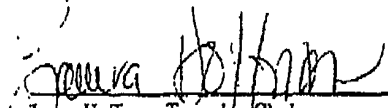
(c) The issuance and posting of any stop work order shall not be an exclusive remedy, but may be undertaken by the Township in addition to all other lawful means of enforcement.

AYES: Members: All

NAYS: Members: None


ABSENT: Members: Hoffman

ORDINANCE DECLARED ADOPTED.


 Laura Hoffman, Township Clerk

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Township Board of the Township of Nelson at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


 Laura Hoffman, Township Clerk

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EXHIBIT E

CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM OWNERSHIP

WHEREAS, Wagner Development, L.L.C., a Michigan limited liability company, of 13704 Myers Lake Avenue, Cedar Springs, MI 49319, as Developer, intends to establish Beckinridge as a condominium project by recording in the office of the Kent County Register of Deeds a Master Deed of Beckinridge covering real property in the Township of Nelson, Kent County, Michigan described on the attached Exhibit.

WHEREAS, Independent Bank - West Michigan, hereby consents to the submission of the real property described above to the condominium project described and set forth in the Master Deed and consents to the recording of the Master Deed of Beckinridge in the Office of the Register of Deeds for Kent County, Michigan.

WITNESSES:

INDEPENDENT BANK - WEST
MICHIGAN,
a Michigan banking corporation

Marcia Switzer
(Marcia Switzer)

By Rick Goerner
Rick Goerner, Its Vice President

Renee E. Rouhan
(Renee E. Rouhan)

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 2nd day of October, 2000, by Rick Goerner of Independent Bank-West Michigan, Rockford, Michigan, its Vice President, on its behalf.

Renee E. Rouhan
Renee E. Rouhan, Notary Public
Montcalm acting in
Notary Public, Kent County, Michigan
My commission expires: 11-30-03

EXHIBIT A

That part of the SW 1/4 of Section 32, T10N, R10W, Nelson Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said section; thence, N00°00'23"E 1325.54 feet along the East line of said SW 1/4 to the South line of the North 1/2 of said SW 1/4 and the point of beginning; thence S89°43'28"W 1752.49 feet along said South line; thence N00°00'00"W 600.00 feet; thence S89°43'28"W 150.00 feet; thence N00°00'00"W 725.36 feet to the North line of said SW 1/4; thence N 89°43'09"E 235.00 feet along said North line; thence S00°16'51"E 209.00 feet; thence N89°43'09"E 212.00 feet; thence S00°16'51"E 516.40 feet; thence N89°43'28"E 555.64 feet; thence N00°16'51"W 144.45 feet; thence N89°43'28"E 897.09 feet; thence S00°00'23"W 744.53 feet to the South line of the North 1/2 of said SW 1/4 and the point of beginning. Subject to any easements, restrictions, and rights of way of record.