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MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

MASTER DEED

COTTAGE POINTE

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 816

(1) Master Deed establishing Cottage Pointe, a Condominium Project.

(2) Exhibit A to Master Deed: Condominium Bylaws of Cottage Pointe.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan for Cottage Pointe.

(4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of Michigan's Condominium Act.

(5) Exhibit D to Master Deed: Mortgagee's Consent

No interest in real estate is conveyed by this document, so no revenue stamps are required.

CEDAR 271771

This Instrument Drafted By:

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MASTER DEED

COTTAGE POINTE

(Act 59, Public Acts of 1978)
as amended

THIS MASTER DEED is made and executed on this 2nd day of September, 2016, by Cottage Pointe, LLC, a Michigan limited liability company, of 5071 Gull Rd, Kalamazoo, MI 49048 (the "**Developer**").

RECITALS

A. Developer is engaged in the development of a residential site condominium project to be known as Cottage Pointe (the "Project"), pursuant to development plans approved by the Township of Richland, Kalamazoo County, Michigan, on a parcel of land described in Article II of this Master Deed.

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located on such property, and all appurtenances, as a condominium project under the provisions of Michigan's Condominium Act, as amended (the "Act").

C. Upon the recording of this Master Deed, Cottage Pointe shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in any part of the real property contained within the Project, their grantees, successors, heirs, personal representatives, administrators and assigns.

PROVISIONS Cert 27177

ARTICLE I
NATURE OF PROJECT

1.1 Project Description. The Project is a residential condominium. The forty two (42) Condominium Units which will be developed in the first phase of the Project, including the number, boundaries, and dimensions of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of utilization by reason of having its own entrance from and exit to a Common Element of the Project. As described in Article VI of this Master Deed, the Developer has reserved the right to expand and contract the Project and exercise conversion rights.

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1.2 Exclusive Right. Each Co-owner shall have an exclusive property right to his or her Unit, shall have shared rights in and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided and inseparable right to share with all other Co-owners in the ownership and use of the General Common Elements of the Project, all as described in this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

2.1 The Land. The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Richland, Kalamazoo County, Michigan, and is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON SAID NORTH SECTION LINE 668.04 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 06' 01" WEST) ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 805.31 FEET; THENCE NORTH 89° 23' 04" WEST 245.57 FEET; THENCE SOUTH 61° 55' 02" EAST 111.36 FEET; THENCE SOUTH 28° 04' 58" WEST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 49.38 FEET; THENCE SOUTH 57° 06' 43" WEST 52.13 FEET; THENCE SOUTH 01° 31' 47" EAST 46.68 FEET; THENCE WEST 69.13 FEET; THENCE NORTH 47.96 FEET; THENCE NORTH 57° 06' 43" WEST 48.25 FEET; THENCE SOUTH 61° 11' 59" WEST 49.93 FEET; THENCE NORTH 28° 48' 01" WEST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST 111.90 FEET; THENCE SOUTH 89° 30' 01" WEST 317.20 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 813.26 FEET TO THE POINT OF BEGINNING. CONTAINS 13.04 ACRES MORE OR LESS.

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BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

2.2 Easements and Restrictions. The property submitted to condominium ownership by this Master Deed shall be subject to visible and recorded easements, recorded restrictions, the rights of the public and of any governmental unit in any part of the property taken, used or deeded for street or highway uses and applicable local zoning and building and use ordinances.

ARTICLE III
DEFINITIONS

3.1 Definitions. When used in any of the Condominium Documents (defined below) and in any deed, mortgage, land contract, easement, or other document affecting the Project or the establishment or transfer of any interest in the Project, the following words shall be defined as set forth in this Article, unless the context otherwise requires:

a. "**Act**" or "**Condominium Act**" means the Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

b. "**Administrator**" means the department, if any, of Michigan's government which is designated by the Act or otherwise to serve as the government's "Administrator" of condominium projects in Michigan or otherwise serves in that capacity.

c. "**Association of Co-owners**" or "**Association**" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. The entity initially created by the Developer for this purpose is identified as Cottage Pointe Homeowners Association, a Michigan non-profit corporation. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

d. "**Association Bylaws**" means the corporate bylaws of the Association.

e. "**Common Elements**," where used without modification, means all General and Limited Common Elements as defined Article IV of this Master Deed.

f. "**Condominium Bylaws**" means Exhibit A to this Master Deed (which may be amended from time to time) being the Bylaws which describe the substantive rights and obligations of the Co-owners with respect to the Project.

g. "**Condominium Documents**" means this Master Deed and all of its exhibits and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Project, including, without limitation, the Articles of Incorporation, the Association Bylaws and any Rules adopted by the Association.

h. "**Condominium Subdivision Plan,**" "**Subdivision Plan**" or "**Plan**" means Exhibit B to this Master Deed (which may be amended from time to time), being the set of the site, survey and other drawings depicting the real property and improvements to be included in the Project.

i. "**Condominium Unit**" or "**Unit**" means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed, including the Condominium Subdivision Plan. However, after a residential structure has been completed within a building site, the Unit's dimensions shall follow the surface of the exterior perimeter walls of the structure, extending to a depth of twenty five (25) feet below and fifty (50) feet above ground elevation, respectively, and all land outside the structure's footprint that previously was included within the Unit building site shall be a General Common Element (other than any land beneath a Limited Common Element patio, deck, or porch, which land shall be a Limited Common Element). All airspace between the exterior surface of an exterior wall of a structure and the furthest surface of another structural component (such as a front porch or deck), together with the land and air space up to 25 feet below and 50 feet above the ground level, shall be Limited Common Elements. If a structure is damaged or destroyed and the damaged or destroyed parts of the structure are repaired or replaced in accordance with the Condominium Documents, then the Unit's boundaries shall conform to the exterior perimeters of the structure, as repaired or replaced. All structures and improvements now or hereafter located within the boundaries of a Unit shall be part of the Unit and shall be owned by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. As shown on the Condominium Subdivision Plan, each Unit has a lower and upper boundary of twenty five (25) feet below and fifty (50) feet above ground elevation, respectively.

j. "**Consolidating Master Deed**" means the final amended Master Deed, if any, which shall describe Cottage Pointe as a completed project and shall reflect all Units added to the Project from time to time or taken from the Project, and all Common Elements, and shall express a Percentage of Value pertaining to each Unit as finally readjusted. If a Consolidating Master Deed is recorded in the office of the Register of Deeds, then the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed.

k. "**Co-owner**" means the person, firm, corporation, partnership, limited liability, association, trust or other legal entity or any combination of persons or entities who or which owns a Condominium Unit in the Project, including the vendor and vendee of any land contract for the purchase of a Unit in the Project. Land contract vendors and vendees are jointly and severally liable to the Association for the payment of

assessments and for the performance of all other obligations of a "Co-owner" unless the recorded Condominium Documents provide otherwise. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

l. "**Developer**" means Cottage Pointe, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents unless the context clearly dictates to the contrary. "Developer" does not include a real estate broker acting as agent for the Developer in selling Units, a Residential Builder (as defined in the Act) who acquires title to one or more Units for the purpose of performing residential construction within the Unit(s) and subsequently reselling the Unit(s) and other persons exempted from this definition by law, administrative rule or order.

m. "**Development Period**," for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of this Master Deed and continuing for as long as the Developer continues to own any interest in any Unit in the Project or the right to create additional Unit(s) and/or add land to the Project, whichever is longest, unless earlier terminated by a document signed by Developer and recorded.

n. "**General Common Elements**" means those Common Elements of the Project described in Section 4.1 of this Master Deed which are for the use and enjoyment of all Co-owners of the Project.

o. "**Limited Common Elements**" means those Common Elements of the Project described in Section 4.2 of this Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified Unit or Units.

p. "**Master Deed**" means this document, together with the exhibits attached to it and all amendments to this document which may be adopted and recorded in the future.

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

r. "**Project**" or "**Condominium**" means Cottage Pointe, a residential condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on such land, and all easements, appurtenances and other rights belonging to or benefitting Cottage Pointe or any part of Cottage Pointe.

s. **"Residential Builder"** is a person licensed as a residential builder under Article 24 of the Occupational Code, 1980 PA 299, MCL 339.2401 to MCL 339.2412.

t. "**Rules**" means all rules, regulations, restrictions, and other provisions promulgated and amended in accordance with Section 7.04 of the Condominium Bylaws.

u. "**Township**" means the Township of Richland, Kalamazoo County, Michigan, or its successor. When approval or other action of the Township is required by the Condominium Documents, the approval or action shall be by the governing body of the Township or by a committee, commission, or person designated by the governing body.

v. "**Transitional Control Date**" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate. Terms not defined in this Master Deed but which are defined in the Act shall carry the meanings given them by the Act unless the context clearly indicates to the contrary.

ARTICLE IV
COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

a. Land and Air. The land (including airspace) described in Section 2.1 of this Master Deed (except for any land or airspace which is part of a Unit or which is designated as a Limited Common Element). The General Common Elements also include any easement interests for the benefit of the Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under, across and through the Project and/or areas located outside the Project;

b. Wiring Networks and Related Equipment. The portions of the electrical, telephone, cable television and other telecommunications wiring networks and related equipment throughout the Common Elements of the Project located outside of the boundaries of any Unit;

c. Plantings. The lawns, trees, shrubs and other plantings located within the General Common Elements of the Project;

d. Gas. The portions of the gas distribution system, if any, throughout the Project, located outside the boundaries of any Unit;

e. Access Paths. The private roadways and pedestrian paths of the Project and all traffic signs, gates, fencing, street lights (including support posts, wiring and all other components) and other equipment used in association with such access paths;

f. Stormwater Drainage System. The stormwater drainage system, if any, within the Project as identified on the Subdivision Plan, including drainage ditches, culverts, pipes and storm water detention ponds or retaining basins associated with the system, but excluding sump pumps and related equipment intended to service primarily one Unit;

g. Entry Improvements. The entry signage, gazebo, fencing (if constructed) running roughly parallel to East C Avenue and shown on sheet 3 of the Condominium Subdivision Plan, and other improvements located at or near the entry or entries to the Project;

h. Clubhouse and Recreational Areas. Any clubhouse and/or recreational areas designated on the Condominium Subdivision Plan and/or constructed or installed within the Project and any associated structures and/or improvements;

i. Water. The underground sprinkling system, if any, and the portions of the water distribution system including all components such as hydrants, pipes, and valves, servicing the Units and Common Elements located outside the boundaries of any Unit;

j. Sanitary Sewer. The portions of the sanitary sewer system servicing the Units and Common Elements located outside of the boundaries of any Unit;

k. Pond. Any existing pond as shown on the Subdivision Plan and any pond subsequently created within any General Common Element land within the Project;

l. Parking Areas. Any designated, but unassigned, parking areas such as those shown on Sheet 6 of the Condominium Subdivision Plan as being adjacent to the boulevard known as "Cottage Pointe."

m. Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are reasonably necessary to the existence, upkeep, or safety of the Project.

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

4.2 Limited Common Elements. The Limited Common Elements are:

a. Driveways. The portion of any driveway located between any Unit and the paved General Common Element roadway and servicing fewer than all of the Units (but, as shown on the Condominium Subdivision Plan, portions of driveways may be impacted by General Common Element utility improvements and/or easements);

b. Sidewalks. The portion of any sidewalk which is intended to service fewer than all of the Units;

c. Delivery Boxes. The mail and/or paper box(es) permitted by the Association in the Project if not located within the perimeters of a Unit;

d. Decks, Porches, Patios, and Other Building Components. Any stoop, stair, deck, porch, patio, roof, and all other building components and appurtenances outside the exterior walls of the residential structure as constructed servicing a Unit, use of which is limited to the Unit it services;

e. Footings and Foundations. The portion, if any, of any footing or foundation extending more than twenty five (25) feet below surrounding grade level;

f. Certain Easement Interests. Any easement and/or license interests, as shown by the Condominium Subdivision Plan or otherwise, reserved over a portion of the General Common Elements or Unit(s) for the benefit of fewer than all of the Units;

g. Improvement Encroachments. It is intended that all improvements which service the Units (other than driveways, sidewalks, decks, patios and utilities/services equipment) shall be located within the boundaries of the building sites shown as Units on the Condominium Subdivision Plan. However, some building components, as constructed, may be located outside the building sites and it is anticipated that most, if not all, residential structures will contain components and/or features such as front porches, stoops, roofs, stairs, decks, and patios, which will be located outside of the exterior walls of the residential structures. Any building component or feature designed to service one Unit which encroaches on any Common Element of the Project and which is located outside of the exterior surfaces of the exterior walls of the residential structure constructed within the building site/Unit shall be a Limited Common Element and the Co-Owner of the Unit that the improvement services shall be responsible for all operation, maintenance, decoration, repair, and replacement obligations with respect to that building component or feature as if it were part of the Unit, unless specifically provided otherwise in any Condominium Document;

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h. Certain Land and Airspace. All airspace and land located between the exterior surface of an exterior wall and of a residential structure and the farthest surface of another structural component connected to or used as part of the residential structure, up to twenty-five (25) feet below and fifty 50 feet above ground level;

i. Sump Pumps and Related Equipment. Any portion of any sump pump and related equipment intended primarily to service one Unit which is not located within the Unit which is services; and

j. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed.

If no specific assignment of some of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development Period) reserves the right to designate each such Limited Common Element as being appurtenant to a particular Unit or Units and to record amendment(s) to this Master Deed if necessary or advisable to effectuate the designation(s).

4.3 Responsibilities. Responsibility for the maintenance, decoration, repair, and replacement of the Unit Improvements and Common Elements shall be as follows:

a. Unit Improvements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair and replacement of all buildings, structures, improvements, and air space situated within the perimeters of a Unit shall be the responsibility of the Co-owner of such Unit; provided, that the exterior appearance of all such buildings, structures, improvements, and yard areas shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed in any Condominium Document.

b. Limited Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of the Limited Common Elements shall be the responsibility of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant; provided, however, that notwithstanding the foregoing, the Association shall have the duty to undertake, and the obligation to pay the costs for, snow and ice removal from all driveways, sidewalks, front porches and stoops, and the maintenance, repair and replacement of all sidewalks and driveways.

c. General Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of all General Common Elements shall be borne by the Association; provided, however, that Co-owners will have such responsibilities as may be delegated to them with respect to General Common Element landscaped areas for which they have been granted licenses under subsection 7.05g of the Condominium Bylaws. However, notwithstanding the foregoing, it is possible that in the future, some Common Element obligations may be

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included within a special assessment district and be paid by the Co-owners if the proper procedures for establishing a special assessment district are adhered to.

d. Association Action. While it is intended that each Co-owner will be solely responsible for the performance and cost of the operation, decoration, maintenance, repair, renovation, restoration and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within a Unit and of certain Limited Common Elements, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain, repair and replace such areas and improvements in accordance with the standards set forth by the Association. If a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules promulgated by the Association, to properly and adequately maintain, repair or replace any improvement or appurtenance located within the Unit or any Limited Common Element appurtenant to the Unit, the Association, shall have the right, but not the obligation, to undertake such obligation(s) of the Co-owner including, but not limited to, reasonably uniform, periodic exterior maintenance functions with respect to improvements and appurtenances as it may deem appropriate (including without limitation, painting, sealing, refinishing, or other decoration). Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be specially assessed to the affected Unit and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines. During the Development Period or for a period of thirty (30) years commencing with the recording of the Master Deed for the Project, whichever is longer, the Developer shall have the right, but not the obligation, to exercise the Association's rights and remedies set forth in this subsection 4.3d at the Association's expense if the Association declines to do so promptly after written request by the Developer and the Developer, in its sole discretion, deems such action to be necessary to preserve the appearance and reputation of the Project.

e. Private Road Maintenance. All private drives known as roads within the Project shall be maintained by the Association in good and readily passable condition, reasonably free of ice, snow, debris, flooding waters and all other obstructions to traffic by emergency and publicly owned vehicles and other motor vehicle traffic necessary or appropriate for the public safety and general welfare. The Township shall not have any maintenance obligation with respect to the private roads within the Project. The roads within the Project are private and are not required to be maintained by the Kalamazoo County Road Commission.

f. Stormwater System. The Developer shall be responsible for the installation of a stormwater system (the "Stormwater System") and shall pay all costs associated with the design and initial installation of the Stormwater System. After the Stormwater System has been installed, the Association shall operate, maintain and pay all costs associated with the Stormwater System, except that all responsibilities and costs associated with sump pumps and related equipment shall be those of the Co-owner of the Unit to which the sump pumps and related equipment are appurtenant.

g. Utility Bills. Each Co-Owner shall be responsible for payment of all utilities and services furnished to his or her Unit, unless the Association affirmatively assumes responsibility for any such payments.

h. Co-owner Neglect. Notwithstanding any provision in this Section 4.3 to the contrary, to the extent that costs for decorating, cleaning, repairing, maintaining, or replacing any Common Elements or improvement within a Unit are incurred by the Association or any Co-Owner due to the act or neglect of a Co-owner or his or her agent, invitee, family member or pet, such Co-owner shall be liable for such costs, and for all reasonable costs, including attorney fees, incurred in collecting such costs.

4.4 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties shall be deemed to have appointed the Developer (during the Development Period) and/or the Association (after the Development Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.5 Assignment and Reassignment. A Limited Common Element may be assigned and reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed (re)assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval of the amendment. If any directly affected Co-owner objects in writing to a proposed (re)assignment of a Limited Common Element, the Limited Common Element shall not be (re)assigned.

4.6 No Separation. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit not a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which materially will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or of the Common Elements.

4.7 Alterations by Developer. Until the Developer has sold all of the Units in the Project, the Developer may make such grading, landscaping, and structural alterations as it deems necessary to any unsold Units and/or Common Elements, which are hereby designated as "convertible areas," and such space may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or a combination of them, and the responsibility for maintenance, repair and replacement of such structural modifications may be assigned by amendment effected solely by Developer but without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to a modified Unit. In connection with any such amendment, the Developer may readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth by law or this Master Deed, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Wightman & Associates, Inc.. Detailed plans and specifications have been filed with the Township. Each Unit shall include the airspace located within Unit boundaries from and above a depth of twenty five (25) feet below the surface of the ground and extending upwards to a vertical limit above the surface of fifty (50) feet, as shown on Exhibit B and delineated with heavy outlines.

5.2 Percentage of Value. The total value of the Project is one hundred (100), and the Percentage of such Value assigned to each of the Condominium Units of the Project shall be equal. The determination that Percentages of Value for all Units shall be equal was made after reviewing and comparing the characteristics of each Unit and how they would affect the expenses of administration of the Project and concluding that there are no material differences among

them insofar as the allocation of Percentages of Value is concerned. Except as may otherwise be provided in this Master Deed, the Percentages of Value shall be changed only in the manner provided by Article VIII, expressed in an amendment to the Master Deed, duly executed and recorded.

5.3 Possible Modifications. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that, notwithstanding any provision in the Condominium Documents to the contrary, no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and mortgagee, if any, of the Unit, except that Unit boundaries will automatically be modified upon the construction of improvements within the Unit as described in subsection 3.1i of this Master Deed. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentage of Value for the Project. Unless prior approval has been obtained from a title insurance company issuing policies to Unit purchasers, no Unit modified in accordance with this paragraph shall be conveyed until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth in this section, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with the modifications. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI
EXPANSION, CONTRACTION, CONVERSION AND RELATED RIGHTS

6.1 Expansion. The Developer specifically reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed, to expand the Project by adding all or any portion of the real property described in this Section 6.1 by an amendment or series of amendments to the Master Deed, each adding land to the Project as then constituted, without the consent of any Co-owner, mortgagee or other person. In connection with any such amendment, the Developer may also readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the new total number of Units in the Project, based upon the method of original determination of Percentages of Value for the Project. Other than as set forth in this Master Deed, no restriction or limitation on such election exists as to the

portion or portions of real property which may be added, the time or order of such additions, or the number of Units and/or Common Elements which may be added; provided, however, that the number of Units added to the Project shall not exceed eighty (80), so that there shall be no more than one hundred twenty two (122) Units in the Project. The real property which may be added to the Project is located in the Township of Richland, Kalamazoo County, Michigan and is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 46' 33" WEST (RECORDED AS SOUTH 00° 08' 56" WEST) ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 813.26 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 89° 30' 01" EAST 317.20 FEET; THENCE SOUTH 61° 11' 59" WEST 111.90 FEET; THENCE SOUTH 28° 48' 01" EAST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST 49.93 FEET; THENCE SOUTH 57° 06' 43" EAST 48.25 FEET; THENCE SOUTH 47.96 FEET; THENCE EAST 69.13 FEET; THENCE NORTH 01° 31' 47" WEST 46.68 FEET; THENCE NORTH 57° 06' 43" EAST 52.13 FEET; THENCE SOUTH 61° 55' 02" EAST 49.38 FEET; THENCE NORTH 28° 04' 58" EAST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 111.36 FEET; THENCE SOUTH 89° 23' 04" EAST 245.57 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 06' 01" WEST) ON SAID EAST LINE 515.17 FEET; THENCE NORTH 89° 22' 11" WEST (RECORDED AS NORTH 89° 59' 48" WEST) ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 669.16 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 507.17 FEET TO THE POINT OF BEGINNING.

ALSO THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED PARCEL: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, TOWN 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWN 1 SOUTH, RANGE 10 WEST; THENCE SOUTH 00° 11' 51" WEST ALONG THE WEST LINE OF SAID SECTION 835.18 FEET FOR THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE NORTH 89° 59' 54" EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 668.75 FEET; THENCE SOUTH 00° 08' 56" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 485.24 FEET; THENCE NORTH 89° 59' 48" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 669.16 FEET; THENCE NORTH 00° 11' 51" EAST ALONG THE WEST LINE OF SAID SECTION AND THE CENTER LINE OF STATE HIGHWAY M-43/M-89, 485.18 FEET TO THE POINT OF BEGINNING.

6.2 Contraction After Addition. Developer reserves the right, subsequent to such addition, but prior to six (6) years from the date of recording of this Master Deed (or such longer period as may be permitted by the Act or other applicable law), to contract the Project as so expanded to remove from the Project all or any portion of the land so added.

6.3 Expansion not Mandatory. There is no obligation on the part of the Developer to expand the Project nor is there any obligation to add portions of the real property in any particular order, nor to construct particular improvements on any added real property.

6.4 Contraction. The Developer specifically reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed, to contract the Project by withdrawal of one or more portions of the lands described in Article II generally west of Cottage Pointe Drive and/or south of the southernmost Units by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee or other person, provided that no Unit which has been sold by the Developer or which is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser and mortgagee of such Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the number of remaining Units in the Project, based upon the method of original determination of Percentages of Value for the Project. Other than as set forth in this Master Deed, no restriction or limitation on such election exists as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the number of remaining Units in

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the Project shall not be reduced to less than eighteen (18) by the exercise of the rights of contraction nor the lands constituting the Project to less than that reasonably necessary to accommodate the remaining Units in the Project, with reasonable access and utility service for such Units.

6.5 Addition After Contraction. Developer reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording of this Master Deed (or such longer period as may be permitted by the Act or other applicable law), to expand the Project as so reduced to include all or any portion of the land so withdrawn.

6.6 Conversion. The Developer reserves the right to elect, on or before the expiration of six (6) years after the recording of this Master Deed, to convert any General Common Element or unsold Limited Common Element or Unit into one or more existing or additional Units and/or into Limited Common Elements appurtenant to one or more Units, or into additional General Common Elements by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee or other person. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the number and sizes of Units in the Project, based upon the method of original determination of Percentages of Value. The Developer reserves the right, on behalf of the Association, after the Development Period, to convert General Common Elements into Limited Common Elements and to modify the size and nature of General Common Element areas. All exercises of the conversion rights described in this Section 6.6 shall be reflected by appropriate amendment(s) to the Master Deed. In connection with the exercise of such reserved rights, the Developer or the Association, as the case may be, shall also have the right, with the consent of the affected Co-owner, to relocate the boundaries of a Unit and to convert any Unit or Limited Common Element area into a General Common Element or a Unit. Notwithstanding the foregoing, as described in subsection 3.1 i and section 4.2 above, upon construction of the residential structures within the building sites shown as Units on the Condominium Subdivision Plan, and the Limited Common Elements appurtenant to those structures, the boundaries of such Units and of the appurtenant Limited Common Elements and adjacent General Common Elements shall be established by those improvements, and Units and Common Elements shall automatically be converted to accommodate those improvements, without the requirement of any amendment to this Master Deed.

6.7 Contraction, Conversion not Mandatory. There is no obligation on the part of the Developer to exercise its rights of contraction or conversion, nor is there any restriction or limitation on the right of the Developer to exercise such rights except as specifically set forth in this Master Deed. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, not be materially detrimental to the Project.

6.8 Withdrawal. In addition to the reserved rights described in this Article, if the Developer has

not completed development and construction of Units or improvements in the Project that are identified as "need not be built" during a period ending ten (10) years after the date of the recording of this Master Deed, the Developer has the right, to the extent, if any, that section 67 of the Act applies, to withdraw from the Project all undeveloped land in the Project not identified as "must be built" without the prior consent of any Co-owner, mortgagee or other party having an interest in the Project, but in accordance with Section 67 of the Act. If Developer exercises any reserved right of expansion, contraction or conversion, then the period for withdrawal shall be six (6) years from the date Developer last exercised any such right or the ten- (10) year-period described in the preceding sentence, whichever is longer. Any withdrawn portions of the Project shall automatically be granted easements for utility and access purposes through the Project.

6.9 Consent. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the Developer's rights described in this Article and, subject to the limitations set forth in this Article, to the proportionate reallocation of Percentages of Value of remaining Units which Developer may determine to be necessary in conjunction with the exercise of such rights. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

6.10 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to expand, contract or convert the Project may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefitting portions or all of the parcel or parcels being added to or withdrawn from the Project or the portions of the Project being converted; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the real property being added to or withdrawn from the Project or converted or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the real property being added to or withdrawn from the Project and/or converted in the Project.

ARTICLE VII
EASEMENTS AND UTILITIES

7.1 Maintenance of Encroachments. If any portion of a Unit or Common Element encroaches upon a Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be

responsible or for which it may elect to assume responsibility.

7.2 Utility Easements. Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways, utility lines or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utilities or services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining and removing all and every type of line, pipe or main with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing or otherwise working on any Common Element of the Project to install, repair, maintain, improve or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.

7.3 Storm Water Management. Developer grants and reserves for the benefit of itself, the Association, and the Co-owners, and their respective successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described from time to time in Section 2.1 of this Master Deed, and appurtenant to any land which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project and proximate land, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including without limitation, swimming pools, sheds, garages, patios, decks or any other permanent structure that may interfere with storm water drainage. The Developer (and the Association after the Development Period) shall have the right to determine if any obstruction exists and to determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair and replacement of the drainage system located within the Project, and all costs incurred in connection with the drainage system shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that each Co-owner is responsible for that Co-owner's sump pump system and that if the maintenance, repair or replacement is caused by any action or inaction of a Co-owner or a family member, guest, pet, invitee or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association for, such costs).

7.4 Emergency, Mail and Delivery Access. There shall exist for the benefit of the Township, any

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emergency service agency, the United States Postal Service, package and document delivery services and other persons and entities invited to a Unit by a Co-owner for a legitimate purpose, a license to use all roads in the Project and other areas, if any, designated on the Subdivision Plan for such specific uses. This license shall be for purposes of ingress and egress to provide, without limitation, fire and
police protection, ambulance and rescue services, package and document delivery services and other lawful governmental and private services to the Condominium Project and the Co-owners. This grant of a license shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

7.5 General Easements During Development Period. During the Development Period, Developer reserves an easement for pedestrian and vehicular ingress and egress purposes over and across the Common Elements of the Project to show Units to prospective purchasers and others and for all other reasonable purposes, or for thirty (30) years after the date this Master Deed was recorded, whichever is longer. This easement may be used by Developer and its successors and assigns, and by the guests and invitees of Developer, without charge.

7.6 Dedication of Roadways and Conveyance of Utilities. The Developer reserves the right and power to convey and dedicate any private roadways in the Project to the public for all public road purposes. Any dedication of any private roadway shall be subject to approval of the Township in accordance with the Township's procedures for granting such approval. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by the Township or the Kalamazoo County Road Commission. Developer also reserves the right to grant specific easements for utilities over, under and across the Project to appropriate governmental agencies, and/or public utility companies and to transfer title of utilities and services to governmental agencies, utility companies and/or other third parties. Private rights of the Developer, Co-owners, mortgagees and Association in any road right-of-way, utility, or service conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate public road agency for public road purposes, or to the appropriate utility company or government agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the office of the Kalamazoo County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such dedication or conveyance, and to any amendment or amendments to effectuate the dedication or conveyance.

7.7 Right to Grant Future Easements. Developer reserves the right, for a period of thirty (30) years commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements over, under and across the Common Elements of the Project (and any Units owned by the Developer within the Project) for the benefit of all lands adjoining or proximate to the Project and/or for the benefit of one or more Unit(s) in the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, and enlarge all utility and service mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer and storm mains, and any drainage areas and retention ponds, and perpetual non-exclusive easements to use the roadways of the Project for ingress and egress and/or any other Common Element of the Project for its intended purpose(s). Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person, and shall be evidenced by an appropriate written instrument recorded with the Kalamazoo County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed that may be required to effectuate the foregoing grants of easement. In the event Developer utilizes, taps, ties into, extends, or enlarges any utilities, located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities, or if any easement is granted for the use of any roadways or Common Elements as outlined above, the Developer (on behalf of itself or the beneficiary of the easement, as applicable) agrees to pay a proportionate share of the maintenance, repair and replacement of any such utilities, roadways, and/or Common Elements sharing the cost of same with the Association (or, if the Association is not paying such costs, then with the Co-owners of the Units utilizing those utility mains, roadways, and/or Common Elements), based upon ratio of their relative use of the same as determined by a professional engineer chosen by the parties (or if the parties do not appoint an engineer, by an engineer appointed by a Court of competent jurisdiction). Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 7.7.

7.8 Grant of Easements by Association.

a. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate including, without limitation, contracts for sharing of any

installation of periodic subscriber services for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services; subject, however, to the consent of the Developer so long as the Development Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by Developer.

b. Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project, requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project.

7.9 Maintenance and Repair Easements. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period or thirty (30) years from the date this Master Deed was recorded, whichever is longer) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility.

7.10 Designation of Common Utility Carrier. The Association shall have the right to designate the utility and service carrier(s) who shall furnish gas, electric, local telephone, trash removal, cable television services and other utilities and similar services ("Utility Service") for the Project and/or to contract directly with utility and service providers on behalf of all Units of the Project. Any decision made by the Board of Directors of the Association for these purposes shall be binding on all Co-owners. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have appointed the Association as their attorney in fact for these purposes.

7.11 Allocation of Cost. The Board of Directors of the Association shall include any utility or service expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per Unit (or per "improved" Unit) basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors), in which case it shall be treated as a special expense which shall be specially assessed against each Unit (or "improved" Unit) by the Association, based upon each Unit's relative utility or service consumption or selection of utility services. The Association may also determine a base level of service which shall be enjoyed by all Co-owners, such as for cable television services, and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project; any level of service beyond such basic level, such as premium cable television stations, shall be specially assessed against the affected Units who

choose the additional service.

7.12 Power of Attorney. The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney in fact for each co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VII.

ARTICLE VIII
AMENDMENT AND TERMINATION

8.1 Pre-Conveyance. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B) or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the office of the Kalamazoo County Register of Deeds.

8.2 Post-Conveyance. If there is a Co-owner other than the Developer, the Master Deed may be amended for a proper purpose only as follows:

a. Non-Material Changes. The amendment may be made and recorded by the Developer or the Association without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee. An amendment which does not materially change the rights of a Co-owner or mortgagee includes, without limitation: (i) an amendment to modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) an amendment correcting survey or other errors in the Condominium Documents; (iii) an amendment for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the United States Department of Veteran Affairs, and/or any other agency of the federal government or the State of Michigan; and (iv) an amendment to clarify or explain the provisions of the Master Deed or any other Condominium Document. A non-material amendment may be made and recorded by the Developer without the consent of the Association, the Co-owners or the mortgagees of the Project. Any non-material amendment which may be made by the Association must be approved by a majority vote of the Board of Directors acting on behalf of the Association without need for vote by the Co-owners.

b. Material Changes - No Consent Needed. An amendment may be made and recorded by the Developer, even if it will materially alter or change the rights of Co-owners or mortgagees, without the consent of the Co-owners or mortgagees:

(1) To redefine Common Elements, to redefine any added, converted or contracted area, to allocate the Association's expenses among the Co-owners, to reallocate

or adjust Percentages of Value in connection with any amendment made pursuant to this subsection (1), and to make any other amendment specifically described and permitted to Developer in any provision of this Master Deed;

(2) To modify the General Common Elements in the area of unsold Units;

(3) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed or to correct errors in the boundaries or locations of Units;

(4) To clarify or explain the provisions of the Master Deed;

(5) To comply with the Act or rules promulgated under the Act or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;

(6) To make, define or limit easements affecting the Condominium Project;

(7) To record a Consolidating Master Deed or an amendment with an "as built" Subdivision Plan attached and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(8) To exercise any right which the Developer has reserved to itself in this Master Deed;

(9) To terminate or eliminate reference to or assign any right which the Developer has reserved to itself;

(10) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the Federal Government or the State of Michigan; and

(11) To comply with any requirement of any governmental or quasi-governmental entity, agency, or department, such as the Township or the health department.

Some of the types of amendments described above, such as those described in subsections (3), (4), (10), and (11), are presumptively non-material in nature, but even to the extent they may be deemed to be material in nature, no Co-owner or mortgagee consent is required for any amendment made by the Developer and described in this subsection b.

c. Material Amendments - Consent Needed. Except as provided below or as provided by applicable law, amendments may be made to the Master Deed, even if they will materially alter or change the rights of Co-owners or mortgagees, but except as provided in subsection b above and Section 8.3 below, any amendment which will materially alter or change the rights of Co-owners or mortgagees can be adopted only with the consent of not less than two-thirds (2/3) of the votes of all Co-owners and mortgagees entitled to vote.

d. Developer Consent - Necessary. During the Development Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer.

8.3 Mortgagee Consent.

a. Procedure. To the extent the Condominium Act or the Condominium Documents require a vote of mortgagees of Units in order to amend the Condominium Documents, the procedure described in this section applies, unless the Condominium Act is amended to provide different provisions pertaining to mortgagees and Master Deed amendments, in which case those different provisions shall control in the event of a conflict with the provisions contained in this section.

b. Control Date. The date on which the proposed amendment is approved by the requisite majority of Co-owners is considered the "control date."

c. Mortgagees Entitled to Vote. Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one or more Units in the Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one vote for each Unit in the Project that is subject to its recorded first mortgage, without regard to how many mortgages the mortgagee may hold on a particular Unit.

d. Notice. Except as may be specifically provided to the contrary in the Master Deed or the Act, mortgagees are not required to be given notice of, or appear at, any meeting of Co-owners except that mortgagees' approval of proposed amendments to the Master Deed shall be solicited through written ballots. Any ballot not returned within ninety (90) days of mailing shall be counted as approval for the proposed amendment. The Association shall give to each mortgagee entitled to vote a notice containing all of the following:

(1) A copy of the amendment or amendments as passed by the Co-owners;

(2) A statement of the date that the amendment was approved by the requisite majority of Co-owners;

(3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes;

(4) A statement containing language in substantially the form described in subsection (e) below;

(5) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee;

(6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee;

(7) The date by which the mortgagee must return its ballot.

(e) Special Statement. The notice required by subsection (d) above shall contain a statement in substantially the following form:

> "A review of the Association records reveals that you are the holder of one or more mortgages recorded against title to one or more Units in Cottage Pointe, a Condominium Project. The Co-owners of the Project adopted the attached amendment to the Condominium Documents on _____, the control date. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one vote for each Unit that is subject to your mortgage or mortgages.
>
> "The amendment will be considered approved by mortgagees if it is approved by 66 2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this Notice, which date coincides with the date of mailing. Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(f) Mailing of Notice. The Association shall mail the notice required by subsection (d) to each first mortgagee at the address provided for notices in the mortgage or assignment.

(g) Approval. The amendment is considered to be approved by the mortgagees if it is approved by sixty-six and two-thirds percent (66 2/3%) of the mortgagees whose ballots are received, or are considered to be received (because they were not returned by the deadline set forth below), by the entity authorized by the Board of Directors to tabulate mortgagee votes.

(h) Deadline for Return of First Mortgagee Votes. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

(i) Document Retention. The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by first mortgagees for a period of two (2) years after the control date.

(j) Limitation on Mortgagees' Votes. Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(1) Termination of the Project;

(2) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage;

(3) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage;

(4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage;

(5) The modification or elimination of an easement benefitting the Unit subject to the mortgagee's mortgage;

(6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project;

(7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

8.4 Restrictions on Amendment. Notwithstanding any other provision of this Article (but subject to the Act), the method or formula used to determine the Percentages of Value of Units in the Project, as described in Article V of this Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

8.5 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with written consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, as follows:

a. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.

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

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

d. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.

8.6 Costs of Amendments. The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners. Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for

paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted amendment. Co-owners of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

ARTICLE IX
ASSIGNMENT OF DEVELOPER RIGHTS

9.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the Kalamazoo County Register of Deeds.

ARTICLE X
LIMITATION OF LIABILITY

10.1 Limitation. The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

Cottage Pointe, LLC
A Michigan limited liability company
By: Bex Farms, Inc., a Member

By: _____ *
Jeffrey Balkema
Its: Member

And by: JMG Development Company, L.C., a Member

By: _____ *
Joy Watts
A Member

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Pages: 31 of 82 MSDE
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

Acknowledged before me in Kalamazoo County, Michigan, on Sept 1st, 2016, by Jeffrey Bakema, the member of Bex Farms, Inc., a Michigan corporation, a member of Cottage Pointe, LLC, a Michigan limited liability company, for the corporation and on behalf of the limited liability company.

Neal J. Schelfhout
*

Neal J. Schelfhout
Notary Public, Kalamazoo County, MI,
Acting in and For Kalamazoo County
My Commission Expires: 1/17/2020
* Please print or type name beneath signature line

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

Acknowledged before me in Kalamazoo County, Michigan, on Sept 1, 2016, by Tony Tolmas, a member of JMG Development Company, L.C., member of Cottage Pointe, LLC, a Michigan limited liability company, for JMG Development, L.C. and on behalf of Cottage Pointe, LLC.

T. Tolmas
*T. Tolmas

Notary Public, Kalamazoo County, MI,
Acting in and For Kalamazoo County
My Commission Expires: 8-12-18
* Please print or type name beneath signature line

CONDOMINIUM BYLAWS OF COTTAGE POINTE

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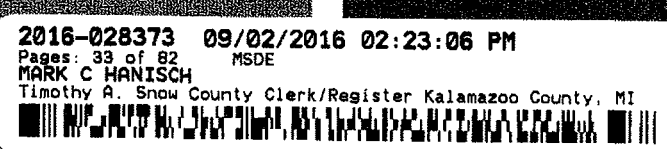
Pages: 33 of 82 MSDE
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



Contents

EXHIBIT A

CONDOMINIUM BYLAWS
OF COTTAGE POINTE

ARTICLE I

CONDOMINIUM PROJECT

1.01. Organization. Cottage Pointe, a residential condominium project located in Richland Township, Kalamazoo County, Michigan (the "**Project**") is an expandable project, contractible and convertible, being developed so as to comprise in its first phase a maximum of forty two (42) building sites / Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an association of co-owners organized as a non-profit corporation (the "**Association**") under the laws of the State of Michigan. The entity created for this purpose is Cottage Pointe Homeowners Association.

1.02. Compliance. All present and future Co-owners, mortgagees, lessees and other persons who may use the facilities of the Project in any manner shall be subject to and comply with the provisions of Michigan's Condominium Act, Act No. 59, P.A. 1978, as amended (the "**Act**"), the Master Deed, the Articles of Incorporation of the Association, the Association Bylaws, and the other Condominium Documents, as they may be amended from time-to-time, which pertain to the use and operation of the Project. Each Co-owner shall bear responsibility for the conduct of his or her family members, guests, pets and invitees. The Association shall keep current copies of the Condominium Documents available for inspection at reasonable hours by Co-owners, prospective purchasers and prospective mortgagees of Units and others with interests in the Project. The acceptance of a deed, land contract or other document of conveyance, the entering into of a lease or the act of occupancy of a Unit shall constitute an acceptance of the provisions of the Condominium Documents and an agreement to comply with such provisions. The use of the property within the Project is also subject to all applicable local zoning and building and use ordinances. It is the obligation of each Co-owner and other person using any part of the Project to determine what local zoning and building and use ordinances, if any, affect the Project.

ARTICLE II

MEMBERSHIP AND VOTING

2.01. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association during the period of the Co-owner's ownership of a Unit and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets, shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit and any attempted assignment, pledge or transfer in violation of this provision shall be void. No Co-owner may resign or be expelled from membership in the Association as long as he or she continues to be a Co-owner.

2.02. Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, voting on Association matters shall be as follows:

a. **Weight of Vote.** The Co-owner(s) owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the Percentage of Value assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number. No cumulation of votes shall be permitted, except as may be set forth in any Condominium Document.

b. **Directors.** Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

c. **Other Action.** When an action, other than the election of Directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

d. **Majority.** A "majority vote" means a vote by more than fifty percent (50%) of the Association members present in person or proxy and entitled to vote at a duly convened meeting at which a quorum is or was present.

2.03. Members Entitled to Vote.

a. **Eligibility.** No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he or she has presented to the Board of Directors written evidence of ownership of a Unit in the Project or such other evidence that satisfies the Board that the person is Co-owner. The type of written evidence of ownership which could meet the requirements of this subsection may be specified by the Board of Directors and provided to the Association on or before the record date for the action which is the subject of the vote or by such other deadline as the Board may establish. Unless otherwise decided by Rule or Board resolution, no Co-Owner is eligible to vote at any meeting of members if payment of any assessment on his or her Unit is delinquent by more than sixty (60) days as of the record date for the action to be voted upon and the Co-owner is unable to prove to the Board's satisfaction that the delinquency has been cured as of the date and time of the vote.

b. **Developer.** Notwithstanding subsection a above or any other provision in the Condominium Documents to the contrary, in recognition of the Developer's financial investment in the Project and its special interests in promoting the success of the Project and the market values of the Units, the Developer shall have one vote for each Unit for which it holds title without regard as to whether the Developer is required to pay assessments on the Unit(s) and whether the Developer owes any money to the Association.

c. **Record Date.** For purposes of determining the members entitled to vote at a meeting of members or any adjournment of such a meeting or entitled to express consent or dissent from a written proposal without a meeting, and for the purpose of establishing the validity of any other action, the Board of Directors may fix, in advance, a record date for the determination of members. If a record date is not fixed, then the record date for determination of members entitled to notice of or to vote at a meeting of members shall be 2:00 o'clock p.m. on the day next preceding the day on which notice is given, or, if no notice is given, then the day next preceding the day on which the meeting is held.

d. **Pre-Transitional Control Date.** Notwithstanding any provision in the Condominium Documents to the contrary and except to the extent necessary for the election of non-Developer, Co-owner elected Directors as required by Article IV of these Condominium Bylaws, no Co-owner other than the Developer shall be entitled to vote on any matter at any meeting of Co-owners prior to the first Annual Meeting of Members described in Section 3.01 of the Condominium Bylaws.

2.04. Certificate. The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit(s) concerned.

2.05. Proxies. Votes of members may be cast in person or by proxy. Proxies may be made by any Co-owner entitled to vote. Proxies shall be valid only for the particular meeting of the Association designated and any adjournment of the meeting, and must be filed with the Association before or at the appointed time of the meeting or such other deadline as may be established in writing by the Board.

ARTICLE III

MEETINGS AND QUORUM

3.01. Annual Meeting. An annual meeting of members for the election of Directors and for such other business as may come before the meeting shall be held as set forth in the Association Bylaws; provided however, that the initial annual meeting of the members of the Association shall be convened only by the Developer. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit, whichever first occurs. The Developer may call

meetings of members of the Association for informational or other appropriate purposes prior to the initial annual meeting of members, but no such informational or other meeting shall be construed as the initial meeting of members.

3.02. Special Meetings. During the Development Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes. The Association Bylaws may also specify times when special meetings of members may be called.

3.03. Advisory Committee. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (33.3%) of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three (3) persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two (2) such meetings each year unless both parties agree.

3.04. Notice. At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or otherwise delivered to each member entitled to vote at the meeting in accordance with the types of notice and delivery authorized in Section 13.02 of these Bylaws; provided, that not less than twenty (20) days written notice shall be provided to each member if any proposed amendment to the Master Deed, including these Bylaws or the Subdivision Plan, will be presented at the meeting. The notice provisions of this Section 3.04 shall not apply if the Association employs a written consent resolution to effect the action and Michigan law authorizes the use of such consent resolution.

3.05. Quorum of Members. The presence in person or by proxy of thirty percent (30%) in number of the Co-owners entitled to vote shall constitute a quorum of members for any meeting of members.

ARTICLE IV

ADMINISTRATION

4.01. Board of Directors. The business, property, and affairs of the Association shall be managed and administered by a Board of Directors, all of whom must be members of the Association or officers, partners, members, trustees, employees or agents of entity members of the Association. Notwithstanding the foregoing, any person appointed to the Board by the Developer need not be a member of the Association and the Board, by Rule, may revise the qualifications which must be met for a person to qualify to be a Director. All Directors shall serve without compensation. The number of Directors shall be set forth in the Association Bylaws.

4.02. Nomination of Directors. Persons qualified to be Directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least seven (7) Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his or her willingness to serve as a Director, and submitted to the Board of Directors at least ten (10) days before the meeting at which the election is to be held; or (3) by nomination made from the floor at the meeting at which the election is held if the nominee is either present at the meeting and consents to the nomination or has indicated a willingness to serve as set forth in writing delivered to the meeting. This Section 4.02 does not apply to persons appointed to the Board by the Developer.

4.03. Term. The term of office for all Directors, except Directors of the first Board of Directors, shall be two years, or until their successors are elected and qualified. Notwithstanding the foregoing, the terms of the Directors elected at the initial meeting of members held on the Transitional Control Date may be staggered so that all Board positions do not come up for vote at the same time.

a. **First Board of Directors.** The terms of office for the Directors of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer (collectively, the "First Board") shall expire on the date the Development Period ends, unless terminated earlier by operation of subsection b below. At any election of Directors by non-developer Co-owners required by subsection b below, the Developer shall be entitled to elect and/or designate Director(s) in accordance with Section 52 of the Act, as amended.

b. **Election of Non-Developer Co-owners.**

(1) The term of office of one (1) of the Directors (but not less than twenty-five percent of the Board) of the First Board of Directors, as selected by the Developer, shall expire one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units which may be created. Co-owners other than the Developer shall elect the individuals to replace such Director(s).

(2) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, not less than thirty-three and one-third percent (33 1/3%) of the Board of Directors shall be elected by non-Developer Co-owners.

(3) 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 that may be created, and before conveyance of ninety percent (90%) of such Units, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Developer owns and offers for sale at least ten percent (10%)

of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created.

(4) Regardless of the percentage of Units which have been conveyed, if less than seventy-five percent (75%) of the Units that may be created have not 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, Co-owners other than the Developer shall have the right to elect a number of Directors of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of Directors 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 of Co-owners other than the Developer otherwise established above in subsections b(1), b(2) and b(3). Application of this subsection does not require a change in the size of the Board of Directors.

(5) If the calculation of the percentage of Directors of the Board of Directors that the non-developer Co-owners have the right to elect under subsections b(1), b(2), and b(3) above, or if the product of the number of Directors of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection b(4) results in a right of non-developer Co-owners to elect a fractional number of Directors 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 Directors 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 designate the remaining Directors of the Board of Directors. Notwithstanding the foregoing, application of this subsection b(5) will not eliminate the right of the Developer to designate one (1) Director to the Board as provided in subsection b(3).

(6) For purposes of calculating the timing of events described in this subsection b, and in subsection d of this Section 4.03, conveyance by the Developer to a Residential Builder, regardless of whether the Residential Builder is an affiliate of the Developer, is not considered a sale to a non-Developer Co-owner until such time as the Residential Builder conveys the Unit with a completed residence on it or until the Unit contains a completed residence which is occupied as a home, whichever first occurs.

c. **Removal of Directors.** Except for the First Board of Directors, or any successor Director designated by the Developer, a Director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote. The Developer shall have the exclusive right to remove and replace any and all of the First

Board of Directors or any Director designated by the Developer, at any time or from time to time, and in its sole discretion.

d. **Vacancies During Development.** As long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant Directorship; provided however, that only non-Developer Co-owners shall have the right to fill any vacancy occurring in a Directorship which was previously filled by an election of Co-owners other than the Developer.

e. **Subsequent Vacancies.** Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project or which occur after ten percent (10%) of the Units that may be created are no longer unsold, whichever is longer, and which vacancies are 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. Each person elected by vote of the Directors shall serve as a Director until a successor is elected and qualified at the next annual meeting of the Association or until the person is duly removed or no longer qualifies as the Director, whichever first occurs. Vacancies caused by the removal of a Director by a vote of the members of the Association shall only be filled by a vote of the members.

f. **Actions of First Board.** All actions of the First Board shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

4.04. Powers and Duties. The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium Documents or specifically required by the Condominium Documents to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties and powers and those which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following specific powers and duties:

a. Care, upkeep and maintenance of the General Common Elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings and certain Limited Common Elements as set forth in the Condominium Documents;

b. Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium Property and the Association;

c. Contract for and employ persons to assist in the management, maintenance, administration and security of the Project;

d. Subject to Section 7.06 of these Bylaws and other pertinent provisions of the Condominium Documents, adoption and amendment of Rules covering the details of the use of Condominium Project and operation and governance of the Association;

e. Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Project and the Association, and designating signatories required for such purposes;

f. Obtaining insurance for Project, the Association, and/or the Board, the premiums of which shall be an expense of administration;

g. Authorizing the execution, acknowledgement and delivery, on behalf of Co-owners, of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property interests of the Association;

h. Making repairs, additions and improvements to, or alterations of, the Project, and repairs to and restoration of the Condominium Property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

i. Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and/or the operation of the Association and, upon written notice to all Co-owners, instituting actions on behalf of and against Co-owner(s) in the name of the Association (provided, however, that such notice need not be given with respect to actions where the primary purpose to collect unpaid assessments);

j. Establishing such committees as it deems necessary, convenient or desirable, and appointing persons to the committees for the purpose of implementing the management and administration of the Project and delegating to such committees any function or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

k. Exercising such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;

l. Granting, on behalf of the Co-owners, concessions, easements or licenses for the use of the General Common Elements of the Project in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Project

for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated; and

m. Dedicating all or any portion of the General Common Elements to or for the use of the public.

4.05. Books and Records. The Association shall prepare and maintain books and records containing detailed accounts of the Association's expenditures and receipts and of the meetings of the Association's members and directors, and shall prepare and distribute to each co-owner at least once each year a financial statement, the contents of which shall be defined by the Association. The Association shall also prepare and maintain such other books and records that the law requires and that the Board of Directors deems necessary or appropriate. All books, records, contracts and financial statements concerning the administration and operation of the Project shall be available for examination by any of the Co-owners and their mortgagees at times mutually convenient to the requesting party and to the keeper of the documents to be examined. Reviews and audits of the Association's books, records and financial statements shall be governed by Section 57 of the Act, with the Association reserving the right, if it qualifies under the Act, to opt out, on any annual basis, of any annual review and/or audit requirements by an affirmative vote of a majority of the members by any means permitted under the Condominium Documents

4.06 Right of Access. The Association and its agents shall have access to each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant of the Unit, for the purpose of maintenance, repair or replacement of any of the Common Elements located in the Unit or accessible from the Unit, and for the purpose of making emergency repairs necessary to prevent damage to other Units, the Common Elements or both, provided however, that nothing contained in this subsection shall be construed to permit the Association access inside the residence (including garage) constructed within each Unit without the express written permission of the Unit's Co-owner except in emergency situations when immediate access is deemed to be necessary to prevent significant injury or property damage.

4.07. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount set forth in this Section on or before the Transitional Control Date, and shall be maintained at a level which is equal to or greater than ten percent (10%) of the then current annual budget of the Association on a noncumulative basis. **The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.**

4.08. Construction Liens. A construction lien arising as a result of work performed within a Unit or appurtenant Limited Common Element shall attach only to the Unit for which the work was performed, and a lien for work authorized by the Developer or principal contractor shall

attach only to Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Unit or any limited Common Elements for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.09. Managing Agent. The Board may employ for the Association a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the powers and duties listed in Section 4.04. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days after that date, and on thirty (30) days notice at any time thereafter for cause.

4.10. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of Officers of the Association and may contain any other provisions pertinent to Officers and Directors of the Association not inconsistent with these Condominium Bylaws. Officers may be compensated, but only upon a majority vote of all Co-owners entitled to vote.

4.11. Indemnification. All Directors and Officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association, upon ten (10) days' notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws and/or any other Condominium Documents. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion. At least ten (10) days' prior written notice of any payment to be made under this Section shall be given to all Co-owners.

ARTICLE V

ASSESSMENTS

5.01. Determination of Regular Assessments. The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common expenses of the Project for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such common charges ("**Regular Assessments**") against all Co-owners as set forth in Section 5.04 of these Condominium Bylaws.

5.02. Increase of Regular Assessment During Fiscal Year. Absent Co-owner approval as provided in these Condominium Bylaws, Regular Assessments shall only be increased by the Board during a given fiscal year of the Association in accordance with the following:

a. If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of the Common Elements and/or the budgeted costs of operating the Association; or

b. To provide for the replacement of existing Common Elements; or

c. To provide for the purchase of additions to the Common Elements in an amount not exceeding Two Thousand Dollars ($2,000) for the additions or Seventy-Five Dollars ($75) per Unit annually to operate, maintain, hold and repair the additions, whichever is less; or

d. In the event of emergency or unforeseen development.

Any increase in Regular Assessments for a given fiscal year other than or in addition to the foregoing shall require approval by a vote of sixty percent (60%) or more of the Co-owners entitled to vote.

5.03. Administrative Expenses. The common expenses of the Project shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Project under the powers and duties delegated to it under the Condominium Documents and applicable law, and may include, without limitation, amounts to be set aside for working capital of the Association, for a general operating reserve, for a reserve fund as generally described in section 4.07 of these Condominium Bylaws and for meeting any deficit in the common expenses for any prior year. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project, shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Project shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Project owned or possessed in common by the Co-owners, and all personal property taxes on such property shall be treated as expenses of administration.

5.04. Levy of Assessments.

a. **Payment.** Except as may be provided otherwise in these Condominium Bylaws, all Regular Assessments shall be apportioned among and paid by the Co-owners based upon their respective Percentages of Value. As determined by the Board of Directors, Regular Assessments shall be payable in monthly, quarterly, semi-annual or

annual installments, in advance, commencing with acceptance of a conveyance of a Unit, or with the acquisition of title to a Unit by any other means. The Board shall have authority to offer reasonable discounts for prepayments and/or other payment arrangements which, in the Board's opinion, benefit the Association.

b. **Copies.** The Board shall advise each Co-owner in writing of the amount payable by the Co-owner and shall furnish to all Co-owners copies of each budget upon which such common charges are based. Failure to deliver a copy of the budget, or the amount of any Co-owner's assessment obligations to each member shall not affect any member's liability for any existing or future assessment.

c. **Possible Relief**. The Board of Directors, including the First Board, may relieve any Co-owner who has not constructed a residence within his or her Unit from payment, for a limited period of time, of all or some portion of his or her respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his or her Unit.

5.05. Determination of Special Assessments. The Board has the power to levy special assessments against all Co-owners and their Unit(s) and/or against those Co-owner(s) and the Unit(s) of Co-owner(s) that, in the Board's opinion either will benefit from the expenditure for which the special assessment was levied, or which are likely to cause, or will cause, the Association to incur any expense that will not benefit the entire Association. All special assessments levied against a Unit or Units shall be determined by the Board of Directors, after notice to the affected Co-owner(s) of such proposed special assessments. By resolution, the Board shall determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, equitably apportion the special assessment among Co-owners. Special assessments levied against Units to cover the expenses of administration of Limited Common Element areas shall be apportioned among the affected Co-owners according to their respective Percentages of Value or according to such other formula as may be determined by the Board to be equitable under the circumstances. If more than one affected Co-owner objects to the proposed special assessment or terms of payment in a written notice served on the Board no later than ten (10) days after service of the notice on the Co-owners, then the Board promptly shall schedule a meeting on the issue and the proposed special assessment shall be set aside or the payment terms revised if at the meeting forty percent (40%) of all Co-owners entitled to vote vote to set aside the assessment or revise the payment terms, as the case may be.

5.06. Collection of Assessments.

a. **Lien.** All assessments levied against a Co-owner by the Association which are unpaid constitute a lien upon the Units owned by the Co-owner at the time of the assessment, prior to all other liens except tax liens in favor of any state or federal taxing

authority and sums unpaid on a first mortgage of record recorded prior to the recording of any notice of lien by the Association. For purposes of this subsection a, the term "assessment" includes, without limitation, all Regular Assessments, all special assessments, all fines, interest, late charges, costs of collection and other sums owed to the Association by reason of a Co-owner's failure to adhere to the Condominium Documents. The lien upon each Unit owned by a Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Unit(s) no longer owned by the Co-owner but which became due while the Co-owner had title to the Unit(s).

b. Personal Obligation. Each Co-owner shall be personally obligated for the payment of all assessments levied with regard to his or her Unit during the time that he or she is the owner of the Unit, and no Co-owner may exempt himself or herself from liability for his or her contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit.

c. Acceleration; Late Charges. In the event of default by any Co-owner in paying an assessment or an installment of an assessment, the Board may accelerate and declare all unpaid installments of the Regular Assessments for the pertinent fiscal year and all unpaid installments of any special assessment immediately due and payable. In addition, the Board may assess on past due assessments reasonable late charges, as determined from time to time by Board resolution or by Rule. The late charges may be in the form of a one-time charge for a payment more than a certain number of days overdue, a daily charge from the due date until the date paid, a charge for each week or month (or portion thereof) that a payment is late and/or such other form(s) as the Board may determine from time to time by resolution or Rule.

d. Expenses. All expenses incurred in attempting to collect any sums owed to the Association, including assessments, late charges, interest, costs and reasonable actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, shall be deemed to be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner, unless the Board of Directors takes affirmative action to the contrary.

e. Additional Remedies. In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. 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 for foreclosures by advertisement. **Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection, including this power of sale, and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit.** The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the Association on behalf of the Co-owners. 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 in this subsection 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, provided, however, that any foreclosure or pre-foreclosure procedures which by their nature and description would apply only to mortgages and not association liens (such as mortgage counseling) shall not be required as part of the assessment lien foreclosure process, and the process shall be further modified by the application of any applicable provisions of the Act. Unless the Board of Directors establishes a different default interest rate by Rule or resolution, the Co-owner in default shall pay to the Association, upon demand, and the Association is entitled to receive, reasonable interest on the principal amount owed to the Association from the date due to the date paid at the rate of seven percent (7%) per annum or the highest rate permitted by law, whichever is lower, and the expenses, costs and attorney fees for foreclosure by advertisement or judicial action.

f. Notice of Lien. A foreclosure proceeding may not be commenced without the recordation and service of a notice of lien in accordance with either the requirements of Section 108 of the Act (if different from the following provisions) or the following provisions:

(1) The notice of lien shall set forth:

(a) The legal descriptions of the Unit(s) to which the lien attaches;

(b) The name(s) of the Co-owner(s) of record of the Unit(s); and

(c) The amount due the Association at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

(3) The notice of lien shall be recorded in the office of the Kalamazoo County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceeding.

g. Cumulative Remedies. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the delinquent Co-owner or anyone claiming under the Co-owner. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) day's written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and, as provided in Section 2.03 of these Bylaws, might lose voting privileges; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his or her Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising multiple remedies and such other remedies as may be permitted and available at law or in equity.

h. Association Actions. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. Actions for money damages and foreclosure may be combined in one action. Any restrictions on leasing a Unit contained in the Condominium Documents shall not apply to any Unit owned by the Association during the period of the Association's ownership of the Unit.

i. Liability for Assessments During Redemption Period. Unless otherwise specifically provided by applicable law and in addition to any liability they may have to pay other assessment, the Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Unit, are liable for assessments by the Association chargeable to the Unit that became due on or after the date of any foreclosure sale and on or before expiration of the period of redemption, together with interest, protective advances made by the Association and attorney fees.

j. Priorities. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charge of whatever nature except the following: (a) amounts due the State, any subdivision of the State, or any municipality for taxes and/or special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority over the unpaid assessments.

5.07. Application of Payments. All payments on account of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable actual attorney fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

5.08. Financial Responsibility of the Developer. The following provisions govern the financial responsibilities of the Developer and any Residential Builders with respect to the payment of Regular Assessments and special assessments levied by the Association:

a. **Pre-Turnover Expenses**. Prior to the Transitional Control Date, the Developer and any Residential Builder will not be responsible for any payment to the Association, including Regular Assessments and special assessments, on a Unit owned by the Developer or Residential Builder until such time as the Unit contains a completed residence; provided, however, that it will be the Developer's responsibility to keep the books balanced and to avoid any deficit in operating expenses. At the time of the initial meeting of members, the Developer shall ensure that the general operating account of the Association does not have a negative balance and that the Reserve Fund described in Section 4.07 of these Bylaws contains an amount equal to at least ten per cent (10%) of the then current annual budget of the Association.

b. **Post-Turnover Expenses**. After the Transitional Control Date has occurred, the Developer and any Residential Builder will not be responsible for any payment to the Association, including Regular Assessments and special assessments, on a Unit owned by the Developer or Residential Builder until such time as the Unit contains a completed residence.

c. **"Completed Residence"**. For purposes of this Section 5.08, a "completed residence" means an occupied residential structure or a residential structure with respect to which a certificate of occupancy or its equivalent has been issued by the applicable local authority, but the Developer shall not be required to pay Regular Assessments on a "model home" or office.

d. **Exempted Costs**. In no event will the Developer be liable for the portion of any Regular, general or special assessment levied to finance litigation or other claims against the Developer or any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

e. **Act to Govern**. As long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of the Condominium Documents and of the Act.

5.09. Creditors. The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of

any creditors of the Association. Nothing contained in these Bylaws shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

5.10. "Buy-in and Clubhouse Fees". At the closing of the first purchase of each Unit from the Developer or a Residential Builder by a Co-owner, the Co-owner shall pay to the Association a "buy-in fee" of One Thousand Dollars ($1,000) (or such other amount as may be determined by the Developer from time to time) to be used to pay the Association's operating expenses, to be deposited in the Association's reserve account, and/or to be used as otherwise determined by the Board and a "clubhouse fee" in an amount to be determined by the Developer from time to time to be used by the Association to construct a clubhouse and/or to be used as otherwise determined by the Board.

ARTICLE VI

TAXES, INSURANCE, EXTENSIVE DAMAGE AND EMINENT DOMAIN

6.01. Taxes. All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or any phase was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the Percentage of Value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other Units or parts of Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership of the Unit.

6.02. Insurance. The Association, to the extent deemed appropriate by the Board of Directors and to the extent such insurance is available, shall obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, public liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All such insurance shall be purchased by the Board for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. **Co-Owner Responsibilities.** Each Co-owner shall be responsible for obtaining casualty insurance at the Co-owner's own expense with respect to the house, garage and all other improvements constructed or to be constructed within the Co-owner's Unit, and for any Limited Common Elements (except sidewalks and driveways) solely appurtenant to his or her Unit in an amount not less than the amount required to repair or replace the house or other improvement to substantially the same condition it was in before the casualty. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Project, for personal liability for occurrences within his or her Unit, and elsewhere in the Project and, if the Co-owner so desires, for alternative living expenses in the event of fire or other casualty causing temporary loss of use of the improvements within the Unit. Each required policy obtained by a Co-owner shall provide that the policy coverage can't be canceled or substantially changed without at least thirty (30) days prior written notice to the Association unless a policy containing substantially the same coverage is simultaneously obtained by the Co-owner. Each Co-owner shall provide the Association, promptly after the written demand and at such other times as the Association shall determine by Rule and/or Board resolution, such written proof of insurance and evidence of compliance with this Section 6.02 as the Association may require. If a Co-owner fails to provide the Association with proof that the Co-owner's house is insured against casualty as required by the Association, the Association may, but it not required to, obtain such insurance and the amount paid for the premium and late charges at the rate of seven percent per annum plus such other charges as may be imposed by Rule or resolution, shall be assessed against the Co-owner and shall be paid by the Co-owner within ten (10) days of the date of service of the written notice of assessment on the Co-owner.

b. **Association Responsibilities.** The Association shall obtain property insurance for all of the buildings (if any) and all other improvements (such as streets, sidewalks, and driveways) constructed or to be constructed within the Common Elements of the Project (but not for any homes or appurtenant structures) and general liability insurance for occurrences within the Project for the benefit of all of the Co-owners of the Project. All expenses for such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units who request and/or are benefitted by such endorsement. All such property and liability insurance purchased by the Association shall be for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear.

c. **Limited Common Elements Appurtenant to Multiple Units.** The Association shall insure any Limited Common Element of the Project which is appurtenant to more than one Unit (if any) against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and appropriate, and in an amount to be determined from time to time by the Board. To the extent possible, all expenses for insurance relating to such Limited Common Elements shall, be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Elements are appurtenant.

d. Association Not Responsible. Except as may be otherwise provided in the Condominium Documents, the Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements which are appurtenant to a single Unit or with respect to the Units or any improvements constructed within the Units.

e. Fidelity Insurance. The Association may maintain, if desired, fidelity insurance coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

f. Waivers of Subrogation. The Association and all Co-owners shall use their reasonable best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurers waive their rights of subrogation as to any claims against any Co-owner or the Association.

g. Power of Attorney. The Board of Directors is irrevocably appointed the agent for the Association, each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board, and/or the Association and to execute and deliver releases upon the payment of claims.

h. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorney fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

i. Premium Expenses. Except as may be otherwise set forth in the Condominium Documents, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

j. Notice of Changes. Each insurance policy obtained by the Association should provide for at least ten (10) days' notice to the Association and to all holders of recorded first mortgages and guarantors of record of those mortgages before the insurer can cancel or substantially modify such policy in a manner that may be significantly adverse to such mortgages, guarantors and the Association unless a policy of insurance providing substantially the same coverage is simultaneously obtained by the Association.

6.03. Reconstruction and Repair.

a. **Co-owner Responsibility.** If any house, garage or other improvement which a Co-owner is required to insure is damaged or destroyed, the Co-owner shall use the insurance proceeds to restore the affected improvements to substantially the same conditions they were in before the damage or destruction. Each Unit and Limited Common Element shall have substantially the same vertical and horizontal boundaries as existed before the damage or destruction. The Co-owner must restore the damaged or destroyed house, garage, or other improvement to substantially the same condition it was in immediately prior to the damage or destruction (or better condition) regardless of whether the insurance proceeds are sufficient to pay the entire costs unless eighty percent (80%) of all Co-owners entitled to vote vote at a meeting called for such purpose to allow the Co-owner to avoid all or some of the Co-owner's reconstruction responsibilities.

b. **Association Responsibility – Sufficient Proceeds.** If any part of the Condominium Property is destroyed or damaged for which the Association has responsibility for repair or reconstruction, and the proceeds of the insurance policy or policies payable by reason of the damage or destruction are sufficient to reconstruct the property which has been destroyed or damaged, the proceeds shall be used for such purpose. As used in this Section, "reconstruction" means the restoration of the Condominium Property to substantially the same condition that existed before the damage or destruction occurred, with each Common Element having substantially the same vertical and horizontal boundaries as existed prior to the damage or destruction.

c. **Association Responsibility – Insufficient Proceeds.** If the property which the Association is required to insure is damaged or destroyed and is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described above, a decision to reconstruct the property shall be made only by the affirmative vote of not less than eighty percent (80%) of the Co-owners voting at a meeting called for that specific purpose. Any such meeting shall be held within thirty (30) days following the final adjustment of the insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. At any such meeting, the Board or its representatives shall present to the Co-owners an estimate of the cost of the reconstruction and the estimated amount of special assessments to be levied against each Unit inorder to pay for reconstruction. If the property is reconstructed, any insurance proceeds received shall be applied to reconstruction, and special assessments may be levied against the Units in order to pay the balance of the reconstruction costs.

d. **Withdrawal from the Project.** If any property situated in the Project is damaged or destroyed and is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described above, and if a decision to reconstruct is not made in the manner provided by subparagraph 6.03c, or a Co-owner fails to reconstruct or repair as required by 6.03a, then provision for the withdrawal of the damaged property from the provisions of the Act (or conversion of an unconstructed Unit and appurtenant Limited Common Elements to General Common Elements) may be made by the affirmative vote of not fewer than eighty percent (80%) of the Co-owners voting at a meeting called for the specific purpose. Any such meeting shall

be held within thirty (30) days following the final adjustment of insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. If any Unit or portion of a Unit is withdrawn, portions of Common Elements may also be withdrawn from the Project and/or easements for ingress and egress and utilities may be created to serve the withdrawn property, and if Unit(s) are withdrawn or converted to General Common Elements, then the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit.

e. **Allocation of Proceeds**. In the event of the withdrawal or removal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn or removed Units and/or Common Elements on the basis of the square footage withdrawn or such other equitable basis as the Board of Directors may determine. As compensation for such withdrawals or removals: (i) any insurance proceeds allocated to withdrawn or removed Units or portions of Units shall be applied in payment to the Owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn or removed Units, or portions of them; (ii) any insurance proceeds allocated to withdrawn or removed portions of the Limited Common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (iii) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Owners in portion to their relative percentages of ownership in the Common Elements. Upon the withdrawal or removal of any Unit or portion of a Unit, the Owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire Unit is withdrawn or removed, or for the payment of a portion of such assessments.

f. **Compliance with Act**. If the property which is damaged or destroyed is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described in this Section, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs 6.03c or 6.03d, the provisions of the Act shall apply.

g. **Notice to Mortgagees.** Prompt written notice of any and all material damage or destruction to a Unit or any part of the Common Elements shall be given by the Association to the holder of a first mortgage lien and to any guarantor of that mortgage of which the Association has notice, on any Unit directly and specially affected by the damage or destruction.

6.04. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

a. **Units.** In the event of the taking of all or any portion of a Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, the Co-owner and his or her mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project and shall execute and deliver in recordable form all recordable documents requested by the Association to evidence the investment of interests.

b. **Common Elements.** In the event of the taking of all or any portion of the Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of sixty-six and two-thirds percent (66 2/3%) or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate; provided, however, that if the taking of any improved Common Elements would deprive a Unit of access of any other necessary feature, the improvement or other feature shall be replaced with substantially similar replacements using the condemnation proceeds and, if necessary, Association funds.

c. **Amendment to Master Deed.** In the event the Project continues after taking by eminent domain, the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner or the Co-owners as a group.

d. **Notice to Mortgagees.** In the event any Unit, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien, and any guantor of such lien of which the Associal has actual notice, on any of the Units substantially affected by the proceeding.

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.01. Residential Use. The Units shall be used exclusively for single family residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a residence or purposes incidental to residential use. For purposes of the Condominium Documents, "Single Family" means one (1) person or a group of two (2) or more persons who live

together as a single housekeeping unit having a demonstrable and recognizable permanent bond characteristic of a cohesive group of people, expressly not including any group of people such as a fraternity, sorority, club, college students, or other individuals where a common living arrangement is temporary. The Board, by Rule, may revise this definition of "Single Family."

7.02 Home Occupations. Home occupations conducted entirely within the house and participated in solely by members of the immediate family residing in the house, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, are expressly declared to be incidental to primary residential use. It shall be the responsibility of any Co-owner wishing to conduct a home occupation to obtain any required approval or permit from local governmental authorities or other third parties. To the extent permitted by law, no building intended for business uses, and no use of any Unit as an apartment house, rooming house, day care facility, foster care residence or other commercial use of any kind shall be permitted or operated within the Project.

7.03. Common Elements. The General Common Elements shall be used only by the Co-owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other customary purposes incidental to use of the Units; provided, however, that any roadways, clubhouse, sidewalks, stormwater detention basins, storage areas or other common areas designed for a specific use shall be used only for their obvious intended purposes and any other approved in writing by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, but shall be subject to any lease, concession or easement presently in existence or entered into by the Developer or the Association, acting through the Board, at some future time.

7.04. Architectural Control. Almost all of the land in the Project is a General Common Element owned in common by all of the Co-owners, so no Co-owner has the right to construct or install any building, improvement, wall, fence, hedge or "underground fence" within the Project without the prior written approval of the Board and, for the thirty (30) year time period described in subsection 7.05b below, the Developer. It is expected that the Developer will cause to be constructed all of the homes, garages and other structures and improvements to be located within the Project initially. The Association may promulgate Rules to govern the construction or installation of patios, decks, outbuildings and special landscaped areas under subsection 7.05 below on General Common Element land, but all such Rules do not apply to the Developer and affiliates of the Developer and are subject to the approval of the Developer during the aforementioned thirty (30) year period.

7.05 Use and Occupancy Restrictions. In addition to the general requirements of Sections 7.01 – 7.04, the use of the Units and Common Elements by any Co-owner shall be subject to the following specific restrictions:

a. **Occupancy Limits**. No Co-owner shall permit his or her Unit to be occupied by more people than the number permitted by any applicable governmental restrictions.

b. **Exterior Alterations**. No Co-owner shall make any alteration, addition or

improvement to any General Common Element, nor make changes to the exterior appearance (including color) or structural members or components of any improvement within a Unit or Limited Common Elements appurtenant to his or her Unit without the prior written approval of the Board (and of the Developer for a period of thirty (30) years commencing with the recording of the Master Deed for the Project - - the appearance of the Project being of utmost importance to the Developer not only for the sake of having the Developer's vision for the Project being fulfilled, but also for the sake of the Developer's using the Project's appearance in marketing the development and sale of other residential construction projects. The Developer may grant or withhold its approval in its sole discretion). The Board shall not approve any alteration or structural modification which would jeopardize or impair the soundness, safety or appearance of the Project. A Co-owner may make alterations, additions or improvements within his or her Unit which do not affect the exterior appearance of the Unit without the prior approval of the Developer or the Board, but such Co-owner shall be responsible for any damage to the Common Elements resulting from any such alteration, addition or improvement. The provisions in this subsection b are in addition to, and not superseded by, the more detailed provisions regarding the appearance of improvements within the Project. Notwithstanding anything contained in the Condominium Documents to the contrary, each Co-owner may display a single United States flag of a size not greater than 3 feet by 5 feet anywhere on the exterior of the Co-owner's Unit; provided, however, that the Association, by Rule, may specify the flag holder(s) that Co-owners may use to display such flags.

c. **No Boarder or Transient.** No portion of a Unit may be rented and no transient tenant may be accommodated in any building; provided, that this restriction shall not prevent the rental of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in a manner permitted by Article IX.

d. **Nuisances.** No nuisance shall be permitted within the Project nor shall any use or practice be permitted which is a source of annoyance to any resident within the Project or which interferes with the peaceful possession or proper use of the Project by any resident. The Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Condominium Property to appear in an unclean or untidy condition. No substance or material shall be kept in any Unit or on any Common Element that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, safety, comfort or serenity of the occupants of surrounding Units.

e. **Insurance Risks.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the cost of insurance for the Project without the prior written consent of the Board. If the Board consents to an activity which increases the rate of insurance to the Project, the Board shall specifically assess the Co-owner for any increased cost of insurance. No Co-owner shall permit anything to be done or kept in his or her Unit or within the Common Elements which will result in the cancellation of insurance on any part of the Common Elements or which would be in violation of any law.

f. **Signs.** No sign or other advertising device including, but not limited to, "for

sale" signs advertising the Unit for sale, shall be displayed from any residence or within any Unit or Common Element which is visible from the exterior of the Unit or from any Common Element without written permission from the Board.

g. **Approved Landscaping**. Notwithstanding the provisions of subsection b above, a Co-owner may submit to the Developer so long as the Developer owns at least one (1) Unit or during the thirty (30) year period described in subsection 7.05b, whichever is longer, and thereafter to the Board, a written application and plan for a landscaped area to be created to the rear of the Co-owner's house. The application and plan must contain the dimensions of the area to be landscaped and detailed descriptions of the types and sizes of plants and of any other improvements to be installed, and shall contain such other information and details as the Developer may require or as the Board, by Rule, may require. Any approval, if given, may be conditioned on such terms as the Developer and/or Board, as the case may be, deem appropriate, such as the Co-owner's properly maintaining the landscaped area and/or paying and/or reimbursing the Association for any additional maintenance, repair and replacement costs that the Association may be required to pay as a result of the landscaping.

h. **Personal Property**. No Co-owner shall display, hang or store any clothing, sheets, towels, blankets, laundry or similar articles outside his or her house, or which may be visible from the outside of his or her Unit (other than white draperies or curtains, blinds or shades or window coverings of a different color if approved in writing by the Developer during the Development Period or during the thirty (30) year period described in subsection 7.05b, whichever is longer, and by the Board thereafter), or paint or decorate or adorn the Limited Common Elements outside of his or her Unit or install on any Limited Common Element or exterior wall or roof of the structure within the Unit any CB or short wave antenna, window air conditioning unit, snap-in window divider, awning or other equipment, fixture or item of any kind, without the prior written permission of the Developer during the Development Period or such thirty (30) year period (whichever is longer) and thereafter of the Board. The restrictions contained in this subsection shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a deck, patio or open porch appurtenant to his or her Unit; provided, however, that no such furniture or other personal property shall be stored on any open deck, patio or open porch which is visible from another Unit or from the General Common Elements of the Project during the winter season.

i. **Fireworks and Weapons**. No Co-owner shall use or permit the use by any occupant, agent, tenant, invitee, guest or member of his or her family of any firearm, air rifle, pellet gun, B-B gun, bow and arrow, illegal firework or other dangerous weapon, projectile or device anywhere on or about the Project.

j. **Pets and Animals**. Without the express prior permission of the Board and except as provided below in this subsection j, no animal shall be kept in a Unit or permitted within the Project except that a Co-owner may have aquatic or marine animals in an aquarium, small animals such as gerbils, guinea pigs, and hamsters maintained within a house, and domesticated cats, dogs, and birds. All animals kept within the Project shall be

registered with the Association in such manner, and using such forms, as the Association may require. There shall be a maximum of two (2) domesticated cats and/or dogs in any Unit and all animals shall be taken off of paved areas and onto green areas for the purpose of relieving themselves. Animal owners shall immediately remove any waste created by their animal and may be fined and/or otherwise appropriately penalized by the Association for failing to remove such waste. No animal or pet of any kind may be brought or kept in any Unit or within the Project by any guest or tenant of any Co-owner for more than all or part of ten (10) consecutive calendar days or such other period(s) as the Board may decide by Rule unless advance written approval is obtained from the Board. Each Co-owner whose guest or tenant brings an animal to the Project shall be jointly and severally liable with such guest or tenant for all damage and all violations of the Condominium Documents stemming from the presence of such animal within the Project. All pets kept in the Project shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No dangerous animal may be kept in the Project. Each person who has an animal within the Project must comply with all Township ordinances and other governmental laws and restrictions pertaining to the animal and no approval of the Board pertaining to the animal shall be construed as Township or governmental approval. No animal may be permitted to run loose upon the Common Elements and each animal shall at all times be attended by a responsible person while on the Common Elements. All animals on the Common Elements shall be controlled by leash, held by a person of sufficient age, size and discretion as to be able to exert complete control over such animal. Each Co-owner, tenant, and/or guest who is responsible for an animal which has been brought or kept within the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal within the Project. Any agent or employee of the Association, any Co-owner, and other person, without liability of any nature for such action, shall have the right to seize, hold, contain and confine any animal found loose within the Project, and to return the same to its owner or to deliver the same into the custody and control of any animal warden, police officer, or humane society, who will accept custody and control of such animal. A Co-owner may be released from all or any of the restrictions contained in this subsection j by written approval of a majority of the Board. The Board may revoke, for cause, any permission or consent for the keeping of an animal within the Project and remove or cause to be removed from the Project any animal determined by the Board to be in violation of the Condominium Documents. The Board may specially assess the Co-owner of any Unit for any expenses incurred by the Association as a result of damage caused to the Common Elements or to a person, animal or property by the Co-owner's animal or by any other animal the Co-owner or his or her guests, family members or tenants bring to the Project. No revocation of permission or consent, removal of an animal from the Project or special assessment for injuries or damages as described in the preceding two sentences shall be made without first giving the Co-owner in question written notice describing the alleged violations of the Condominium Documents and the actions proposed to be taken by the Board and the opportunity to present the Co-owner's facts and arguments to the Board in accordance with Article XII of these Condominium Bylaws. At any time, the Board may condition its approval of an animal on payment by the Co-owner responsible for the animal of a reasonable charge to be paid with the Co-owner's Regular Assessments. As required by law, the Association will make reasonable accommodations for Co-owners and other authorized occupants of Units who

are legally entitled to enjoy the benefits of "service" or "assistance" animals, but all such animals must comply with all applicable requirements of the Condominium Documents pertaining to the keeping of, and behavior of, animals within the Project.

k. **Vehicles.** No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft), motor, motorcycle, or vehicle except within a garage or house where totally isolated from public view. Except as may be revised by Rule, no more than two (2) automobiles, motorcycles or other vehicles customarily used for transportation purposes shall be kept overnight outside a closed garage appurtenant to any Unit by those persons residing in or using that Unit; provided, that no automobile, motorcycle, boat or other vehicle which is not in operating condition shall be permitted outside of a closed garage. No commercial vehicle or truck shall be parked in or about the Project except when making deliveries or pick-ups in the normal course of business or when parked inside the garage with the garage door closed or when used by a Co-owner as his or her personal vehicle. No recreational vehicle, motor home, boat or trailer shall be parked outside of a garage except for brief periods of time, not to exceed twenty four (24) hours or such other period as the Association, by Rule, may allow, for loading and unloading. No snowmobile, dirt bike, go-cart, all-terrain vehicle or other motorized recreational vehicle shall be operated or kept within the Project outside of a garage in a location which permits the garage door to be closed. No parking of any boat, automobile, truck, trailer, motorcycle, or other vehicle mentioned in this subparagraph k shall be parked on any grass within the Project at any time.

l. **Storage.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash), without the prior written consent of the Board. No activity shall be carried on or condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements which despoils the appearance of the Project.

m. **Utility Access.** No Co-owner shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or to any Unit in any manner which affects an Association responsibility in any way, without the prior written consent of the Board.

n. **Satellite Dishes and Other Antennas.** Except as may be permitted by duly adopted Rules, no over-the-air reception device or equipment such as those used for the receipt of video programming services, including direct broadcast satellite, television broadcast and multipoint distribution service (collectively, "Satellite Dish") larger than one meter in diameter in size may be installed within the Project except that antennas designed to receive television broadcast signals may be installed, regardless of size, in accordance with duly adopted Rules. Satellite dishes one meter and smaller in diameter may be installed in the Project as permitted by duly adopted Rules. The Rules adopted pursuant to this subparagraph m shall not be inconsistent with any then valid and existing rule of the Federal Communications Commission or its successor.

o. **Seasonal Overnight Parking.** So as to enable more efficient snow removal

from the streets, and safer travel on potentially icy roads, no vehicle shall be parked overnight on any street within the Project during the "winter months" without the express prior written approval of the Board. For purposes of this subsection, "winter months" shall mean the period from November 15 through March 15, provided, however, that the Board, by Rule, may change the definition of "winter months" and/or adopt additional or different provisions regarding overnight street parking.

p. No Boulevard Parking. No vehicle shall be parked within or adjacent to Cottage Pointe Boulevard except in any designated parking spaces.

q. Clubhouse. The Condominium Subdivision Plan depicts a "clubhouse building" as a possible "need not be built" improvement which, if constructed, would be located near the southernmost part of Phase 1 of the Project. The Association's Board of Directors will decide whether the clubhouse building will be constructed, but, for the reasons described in subsection 7.05b above, during the Development Period or for a period of thirty (30) years from the date the Master Deed was recorded, whichever is longer, the Association shall not cause or permit the construction of the clubhouse to commence without the Developer's prior written approval of the builder or the general contractor responsible for the construction, the design of the building, and the building plans and specifications.

r. Arbitration and Hearing. Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific provision or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Co-owners and other parties having an interest in the Project.

s. Construction. The restrictions placed upon the Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of adjacent lands owned by the Developer or any affiliated person or entity.

7.06. Rules. Reasonable rules and regulations concerning the appearance and use of Units and Common Elements and governance and operation of the Project and the Association may be promulgated and amended by the Board ("Rules"). Rules may supplement, explain or expand upon other provisions of the Condominium Documents, but they may not expressly contradict any of the provisions. Copies of the Rules shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked at any time by the affirmative vote of a majority of all Co-owners in number entitled to vote. No Rule may be adopted, amended or revoked without the written consent of the Developer during the Development Period or the 30- year period described in subsection 7.05b above, whichever is longer.

7.07. Remedies on Breach. A default of the Condominium Documents by a Co-owner shall entitle the Association to the following relief in addition to any other relief to which the Association may be entitled under the Condominium Documents and/or applicable law:

a. **Cumulative Remedies.** An action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven (7) days' notice, the levying of fines against Co-owner(s) after notice and hearing and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

b. **Attorney Fees.** Unless prohibited by law, the Association shall be entitled to recover on demand from any Co-owner (but not the Developer) all costs and expenses, including reasonable actual attorney fees, incurred by the Association to investigate and enforce its rights and remedies after a default of the Condominium Documents by a Co-owner, regardless of whether a lawsuit or other formal proceeding is commenced. In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, shall be entitled to recover the cost of the proceeding and such reasonable and actual attorney fees as may be determined by the court.

c. **No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

7.08. Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Co-owner in the Project.

7.09. Enforcement By Developer. The Project shall at all times be maintained in a manner consistent with high standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all persons interested in the Project. If at any time the Association or a Co-owner fails or refuses to carry out its obligations to maintain, repair, replace and landscape a Common Element or Unit in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping or maintenance or repair to an improvement required by these Bylaws and to charge the cost of doing so to the Association or defaulting Co-owner as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period and the additional period described in subsection 7.05b above, which right of enforcement shall include (without limitation) an action to restrain and/or enjoin the Association and/or any Co-owner from any activity prohibited by the Condominium Documents.

7.10. Reserved Rights of Developer. The restrictions contained in this Article VII shall not apply to the commercial activities or signs or billboards, if any, of the Developer, affiliate or designee of the Developer, or Residential Builder during the Development Period, or of the Association in furtherance of its powers and purposes set forth in this document and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere contained in this document, the Developer shall have the right to maintain a

sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer.

ARTICLE VIII

MORTGAGES

8.01. Mortgage of Units. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." Such information relating to mortgagees will be made available to the Developer at no cost to the Developer for the purpose of the Developer's obtaining consent from, or giving notice to, mortgagees concerning amendments to the Master Deed or taking other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

8.02. Notice of Insurance. The Association shall notify each mortgagee appearing in the "Mortgagees of Units" book of the name of each company insuring the Project against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days of the date of default.

8.03. Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Unit, the following provisions shall apply:

a. Inspection and Notice. At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (1) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (2) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Co-owners; and (3) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee which has so requested the same shall not affect the validity of any action or decision by the Association.

b. Exemption from Restrictions. A mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

c. **Past Due Assessments**. A first mortgagee or other purchaser of a Unit at a mortgage foreclosure sale is not liable for assessments chargeable to the Unit that become due prior to the acquisition of the title to the Unit by such mortgagee or purchaser. Unless otherwise clearly set forth to the contrary by applicable law, for purposes of this subsection c, "acquisition of title to the Unit" shall mean the date upon which a sheriff's deed conveying title to the Unit is executed and delivered to such mortgagee or purchaser.

d. **Default Notice**. Upon written request to the Association, the holder of a first mortgage on a Unit is entitled to written notification from the Association of any default by the mortgagee of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

e. **Guarantors and Insurers**. Guarantors and insurers of first mortgages of which the Association has actual notice are entitled to the same rights as first mortgagees in this Article.

8.04. Additional Notification. When notice is to be given to a mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Project if the Board of Directors has actual notice of such participation. However, failure of the Association to provide proper notice under this Section shall not affect the validity of any action or decision by the Association.

8.05. Notice of Foreclosure. The mortgagee of a first mortgage of record of a Unit shall give written notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgage premises that substantially conforms with the description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, not less than ten (10) days before commencement of the judicial action.

8.06. Amendment of Act. If the Act is amended to change the rights of mortgagees with respect to notice, foreclosure and/or voting on amendments, then to the fullest extent permitted by law, the provisions of the Act shall automatically be incorporated by reference into these Condominium Bylaws.

8.07. Validity. The failure of the Association to provide any notice or otherwise comply with any provision contained in this Article VIII shall not affect the validity of any action taken by the Association.

ARTICLE IX

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and rental of Units by any Co-owner other than the Developer shall be subject to the following provisions, which provides each Co-owner covenants to observe.

9.01 Ownership, Transfer and Lease. Units may be owned by one or more natural persons or legal entities, but the Association shall require that a Co-owner designate in writing the particular person(s) who will occupy the Unit in order for the Co-owner to be in compliance with this Article IX. Ownership of any interest in any Unit, including a change in the occupancy of a Unit, may not be transferred except in accordance with this Article and the other provisions of the Condominium Documents. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Unit to potential tenants or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for compliance with the Condominium Documents. Such notice shall include the name and address of the purchaser, transferee or tenant and the terms of sale, transfer or lease and such other information as the Association, by Rule, may require.

9.02 Leases and Occupancy Agreements. All non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and other occupancy agreements shall so state. No person other than a Co-owner and the Co-owner's family members, guests, and others residing in the Unit with the Co-owner shall be permitted to occupy a Unit without a written lease or written occupancy agreement as provided for in these Bylaws. No lease or other occupancy agreement shall provide for a term of less than twelve (12) months without the prior written approval of the Board. Except as may be prohibited by law and in order to protect the interests of the Association in the Common Elements and in the enforcement of its rights and remedies in the event of future violations of the Condominium Documents by a Co-owner, tenant and/or occupant, the Board may require a Co-owner to pay to the Association a reasonable security deposit before allowing any tenant or other person to occupy a Unit without the Co-owner's simultaneously occupying the Unit. No subletting and no assignment of a tenant's interests in the lease shall be permitted without the Board's prior written

approval. If a lease or occupancy agreement is for any reason terminated prior to the expiration of its initial term, the Co-owner shall be prohibited from re-leasing the Unit to any third party during the unoccupied portion of the initial term without the prior written approval of the Board.

9.03 Written Addendum. The Association may require execution of an Addendum or other document protecting the interests of the Association with respect to any Unit that is not Co-owner occupied. The form of the Addendum may be established in the Rules, which may also provide that the provisions of the form Addendum are incorporated by reference into every lease and occupancy agreement.

9.04 Remedies; Occupant Default. If the Board determines that any tenant or non Co-owner occupant has failed to comply with any provision of the Condominium Documents, the Association, acting through the Board, may take the following action in addition to any other actions permitted to the Association:

a. Notice to Co-owner. The Board shall notify the Co-owner by certified mail describing the alleged violation by the tenant or occupant.

b. Co-Owner Correction. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged violation by the tenant or other occupant or advise the Board that a violation has not occurred.

c. Association Action. If, after fifteen (15) days, the Board believes that the alleged violation has not been cured or may be repeated, it may institute an action on behalf of the Association for eviction against the tenant or other non-Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non-Co-owner occupant for breach of the provisions of the Condominium Documents. The relief set forth in this Section may be by summary proceedings. The Association may hold both the tenant and/or other non-Co-owner occupant and the Co-owner liable for any damages to the Common elements caused by the tenant or other occupant and for any other violation of the Condominium Documents.

9.05 Collection. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or other occupant occupying the Co-owner's Unit under a lease or other occupancy agreement and the tenant or other occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association until the tenant or other occupant receives written notice from the Association that the Co-owner no longer owes money to the Association. Such deductions shall not be a breach of the lease or other occupancy agreement by the tenant or other occupant. If the tenant or other occupant, after being notified, fails or refuses to remit to the Association rent otherwise due to the Co-owner, then the Association, in addition to its other remedies, may do the following:

a. Issue to the tenant and all other occupants a statutory notice to quit for nonpayment of rent and enforce that notice by summary proceedings; and/or

b. Initiate proceedings pursuant to subsection 9.04c above and/or under the Act.

9.06. Rules. The Association may adopt Rules and/or require the execution and delivery of forms to implement, expand upon and/or enforce the provisions of this Article IX.

9.07 General Remedies. In the event of a violation of any provision contained in this Article IX, the Association shall be entitled to utilize all rights and remedies available to it under law and/or the Condominium Documents.

9.08 Developer and Association. Except as otherwise provided by law or these Condominium Bylaws, none of the restrictions on leasing or transfer shall apply to Developer, affiliates or designees of the Developer, or to the Association with respect to Units owned by any of them.

9.09. Pre-Acquisition Duty. A purchaser or grantee of a Unit shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for, any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due subsequent to the date of the statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and reasonable actual attorney fees incurred in collecting the assessments.

ARTICLE X

ARBITRATION

10.01 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between Co-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 and the parties shall accept the arbitrator's award as final and binding. Unless otherwise agreed in writing by the parties, all arbitration under this Article shall proceed in accordance with the commercial rules of the American Arbitration Association.

10.02. 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. Arbitration. At the exclusive option of a purchaser or Co-owner 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 Two Thousand Five Hundred Dollars ($2,500.00) and arises out of or relates to a purchase agreement, Unit or the Project.

b. Arbitration – Common Elements. At the exclusive option of the Association, 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 Ten Thousand Dollars ($10,000.00) or less.

10.03. Preservation of Rights. Election by a Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation of 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 XI

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 as given and reserved to the Developer. Any rights and powers reserved or retained by Developer will expire and terminate, if not sooner assigned to the Association, one hundred eighty (180) days after the conclusion of the Development Period as defined in Article III of the Master Deed, or at the conclusion of the thirty (30) year period described in subsection 7.05b, whichever is longer. 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 Project and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests granted or reserved to the Developer 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 under the Condominium Documents and which will be governed only in accordance with the terms of their creation or reservation and not by this provision).

ARTICLE XII

ASSESSMENT OF PENALTIES

12.01 General. The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents (including any duly adopted Rule) shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of the Co-owner's family, pet, guest, tenant or any other person admitted through such Co-owner to the Condominium Project.

12.02 Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

a. **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense setting forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 2.04 of these Bylaws.

b. **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or at a special meeting called for such matter, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of service of the notice.

c. **Default.** Failure to respond to the notice of violation constitutes a default.

d. **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

12.03 Relief. Upon the Board's decision that a violation of the Condominium Documents has occurred, the Board shall determine what relief to pursue against the defaulting

Co-owner under these Bylaws or otherwise. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed one hundred dollars ($100) per occurrence or such other maximum amount as the Board, by duly adopted Rule, may prospectively establish from time-to-time.

12.04. Continuing Violation. In the event that a violation continues beyond ten (10) days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation without the necessity of a further hearing or hearings on the matter.

12.05. Collection. The fines levied pursuant to Section 12.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the Regular Assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

12.06 Inapplicability to Assessments. The Association, acting through the Board, need not utilize the provisions of this Article XII when enforcing its rights and remedies after failure by a Co-owner to pay any assessment.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01. Severability. In the event that any term, provision, or covenant of these Bylaws or any Condominium Document is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other term, provision or covenant of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted or were deemed enforceable to the fullest extent permitted by law.

13.02. Notices. Except as may be provided otherwise in writing, notices provided for in the Act or in any Condominium Document shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may designated by the Co-owner in writing, including electronic mail (also known as "email") and/or other forms of written or typed communication to which the Co-owner has consented in writing. All notices to the Association shall be sent to the registered office or address of the Association or otherwise directed by the Association in writing. The Association may designate a different

address for notices to it by giving written notice of such change of address to all affected Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, when delivered in person or when sent to the recipient at an electronic or other address designated by the recipient.

13.03. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Cottage Pointe.

ARTICLE XIV

CONFLICTING PROVISIONS

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

a. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

b. these Bylaws;

c. the Articles of Incorporation of the Association;

d. the Association Bylaws;

e. the Rules of the Association.

KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 266
EXHIBIT "B" TO THE MASTER DEED OF:

COTTAGE POINTE

RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2, AND IN THE MASTER DEED.

THE CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

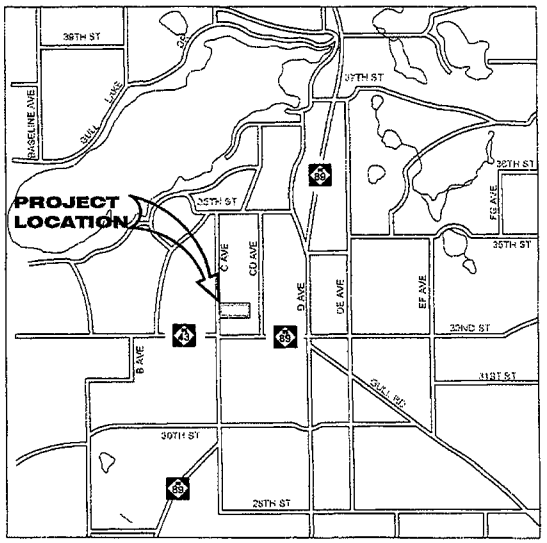
DEVELOPER:
COTTAGE POINTE, LLC
5071 GULL ROAD
KALAMAZOO, MI 49048

SURVEYOR:
WIGHTMAN & ASSOCIATES, INC.
GARY D. HAHN, P.S. 38116
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-200-2700
ghahn@wightman-assoc.com

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 56' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON SAID NORTH SECTION LINE 668.04 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 08' 01" WEST) ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 805.51 FEET; THENCE NORTH 89° 23' 04" WEST 245.57 FEET; THENCE SOUTH 61° 55' 02" EAST 111.36 FEET; THENCE SOUTH 28° 04' 58" WEST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 49.38 FEET; THENCE SOUTH 57° 08' 43" WEST 52.13 FEET; THENCE SOUTH 01° 31' 47" EAST 46.66 FEET; THENCE WEST 89.13 FEET; THENCE NORTH 47.96 FEET; THENCE NORTH 57° 08' 43" WEST 46.25 FEET; THENCE SOUTH 61° 11' 56" WEST 49.93 FEET; THENCE NORTH 28° 48' 01" WEST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST 111.90 FEET; THENCE SOUTH 85° 30' 01" WEST 317.20 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 813.26 FEET TO THE POINT OF BEGINNING. CONTAINS 13.04 ACRES MORE OR LESS.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



VICINITY MAP
NO SCALE

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116

SHEET INDEX

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
5071 GULL ROAD
KALAMAZOO MI 49048

REVISIONS

PROPOSED DATE: 09/01/2016

SCALE:

COVER SHEET

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Pages: 75 of 82
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI
MSDE

SURVEYOR'S CERTIFICATE

I, GARY D. HAHN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 316 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

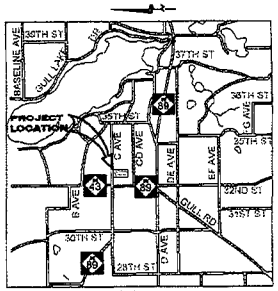
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-200-2700

8/31/16
DATE

STATE OF MICHIGAN — GARY D. HAHN — 38116 — LICENSED LAND SURVEYOR



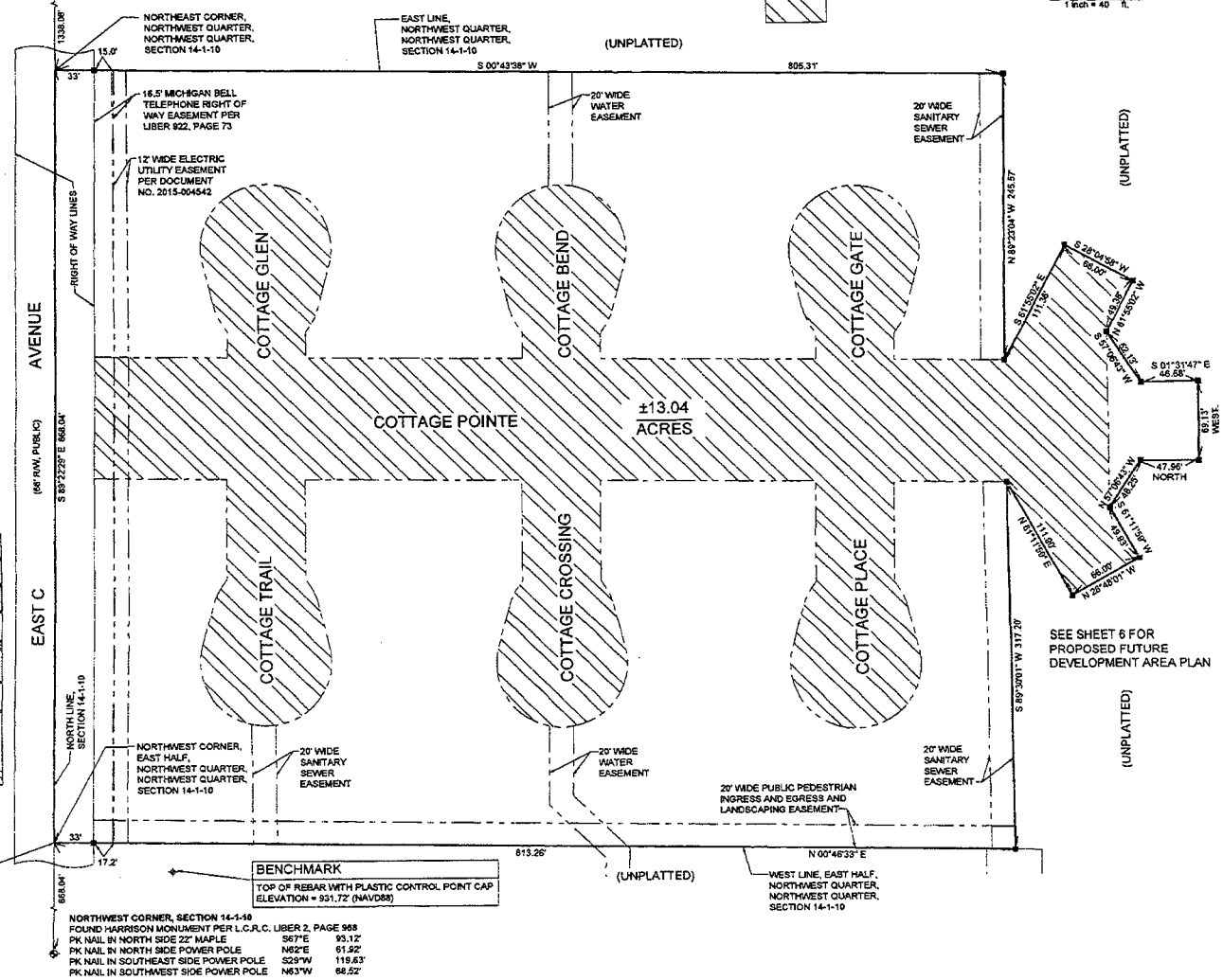
NORTH QUARTER CORNER, SECTION 14-1-10
FOUND REMONUMENTATION SLEEVE PER L.C.R.C. LIBER 1, PAGE 1129

CENTERLINE 3" STEEL FENCE POST WITH BRACE	NORTH	3.2'
CENTERLINE POWER POLE	N85°W	34.55'
CENTERLINE 10" OAK	N30°W	80.9'
NORTH AND SOUTH CHAIN LINK FENCE	EAST	6.2'
EAST AND WEST STOCKADE FENCE	SOUTH	3.9'

NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

LEGEND
■ = SET CONCRETE MONUMENT
= UTILITY EASEMENT

0 40 60 80
1 inch = 40 ft.



BENCHMARK
TOP OF REBAR WITH PLASTIC CONTROL POINT CAP
ELEVATION = 931.72' (NAVD88)

NORTHWEST CORNER, SECTION 14-1-10
FOUND HARRISON MONUMENT PER L.C.R.C. LIBER 2, PAGE 968

PK NAIL IN NORTH SIDE 22" MAPLE	S67°E	93.12'
PK NAIL IN NORTH SIDE POWER POLE	N62°E	61.92'
PK NAIL IN SOUTHEAST SIDE POWER POLE	S29°W	119.63'
PK NAIL IN SOUTHWEST SIDE POWER POLE	N63°W	68.52'

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING ◆ SURVEYING ◆ ARCHITECTURE
2303 Pipestone Road, Benton Harbor, MI 49022, Phone: (269) 927-0100
9835 Portage Road, Portage, MI 49002, Phone: (269) 327-3532
264 Western Avenue, Allegan, MI 49010, Phone: (269) 673-8406
www.wightman-assoc.com

PROJECT NAME:
COTTAGE POINTE
ROCKLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
3421 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/16
SCALE: 1"= 40'

SURVEY PLAN SHEET

SHEET
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MSDE
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

LEGEND

- (#) = UNIT NUMBER
- (9) = COORDINATE NUMBER
- ■ = SET CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT (DRIVEWAYS, DECKS AND PATIOS)
- (#) = UNIT BOUNDARY *

* NOTE:
"CONDOMINIUM UNIT" OR "UNIT" MEANS A SINGLE RESIDENTIAL BUILDING SITE DESIGNED AND INTENDED FOR SEPARATE OWNERSHIP AND USE, AS DESCRIBED IN THE MASTER DEED, INCLUDING THE CONDOMINIUM SUBDIVISION PLAN. HOWEVER, AFTER A RESIDENTIAL STRUCTURE HAS BEEN COMPLETED WITHIN A BUILDING SITE, THE UNIT'S DIMENSIONS SHALL FOLLOW THE SURFACE OF THE EXTERIOR PERIMETER WALLS OF THE STRUCTURE, EXTENDING TO A DEPTH OF TWENTY FIVE (25) FEET BELOW AND FIFTY (50) FEET ABOVE GROUND ELEVATION, RESPECTIVELY, AND ALL LAND OUTSIDE THE STRUCTURE'S FOOTPRINT THAT PREVIOUSLY WAS INCLUDED WITHIN THE UNIT BUILDING SITE SHALL BE A GENERAL COMMON ELEMENT (OTHER THAN ANY LAND BENEATH A LIMITED COMMON ELEMENT PATIO, DECK, OR PORCH, WHICH LAND SHALL BE A LIMITED COMMON ELEMENT). ALL AIRSPACE BETWEEN THE EXTERIOR SURFACE OF AN EXTERIOR WALL OF A STRUCTURE AND THE FURTHEST SURFACE OF ANOTHER STRUCTURAL COMPONENT (SUCH AS A FRONT PORCH OR DECK), TOGETHER WITH THE LAND AND AIR SPACE UP TO 25 FEET BELOW AND 50 FEET ABOVE THE GROUND LEVEL, SHALL BE LIMITED COMMON ELEMENTS). IF A STRUCTURE IS DAMAGED OR DESTROYED AND THE DAMAGED OR DESTROYED PARTS OF THE STRUCTURE ARE REPAIRED OR REPLACED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS, THEN THE UNIT'S BOUNDARIES SHALL CONFORM TO THE EXTERIOR PERIMETERS OF THE STRUCTURE, AS REPAIRED OR REPLACED. ALL STRUCTURES AND IMPROVEMENTS NOW OR HEREAFTER LOCATED WITHIN THE BOUNDARIES OF A UNIT SHALL BE PART OF THE UNIT AND SHALL BE OWNED BY THE CO-OWNER OF THE UNIT WITHIN WHICH THEY ARE LOCATED AND SHALL NOT, UNLESS EXPRESSLY PROVIDED IN THE CONDOMINIUM DOCUMENTS, CONSTITUTE COMMON ELEMENTS.

STATE OF MICHIGAN
GARY D. HAHN
LAND SURVEYOR
NO. 38116
LICENSED LAND SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116

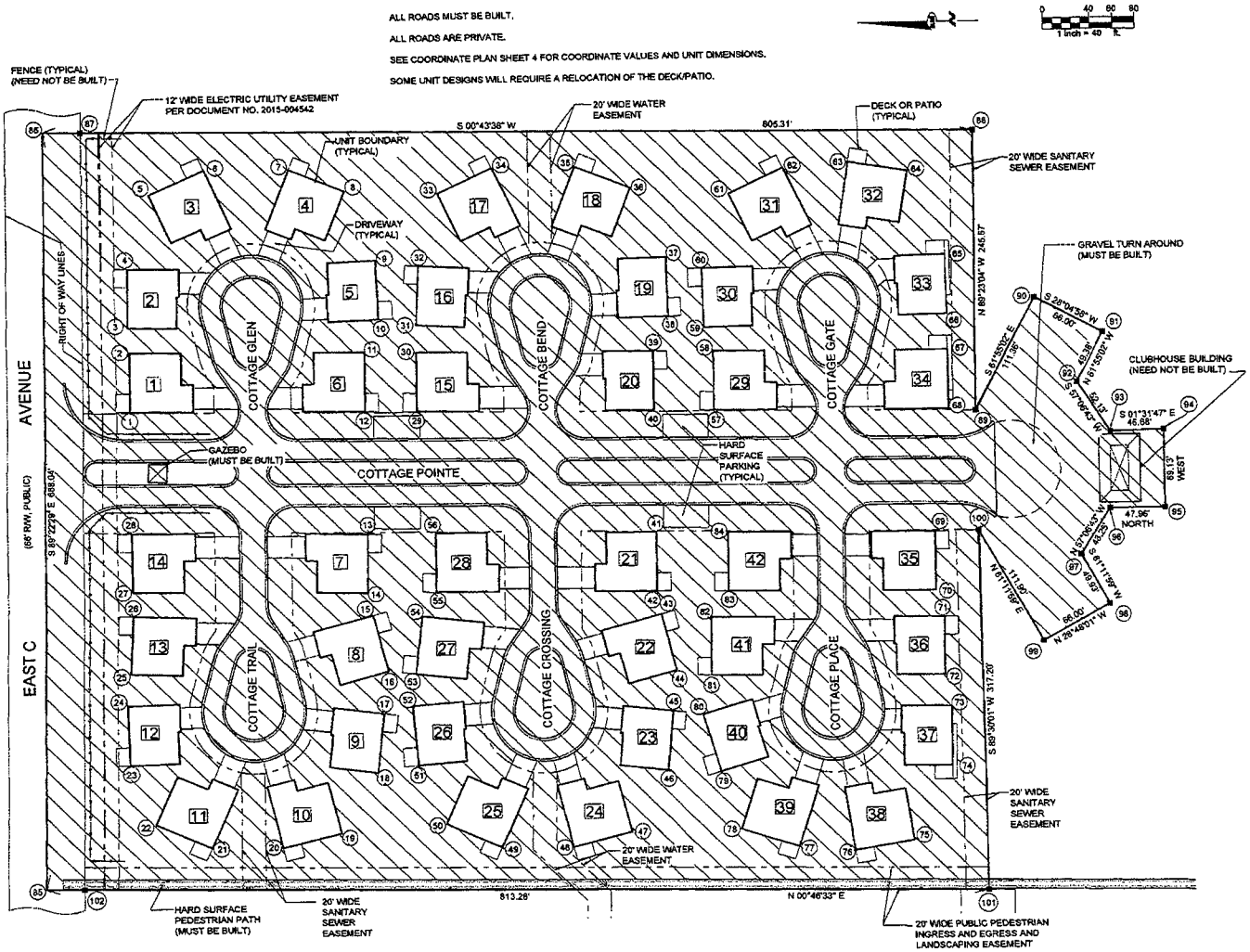
NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

ALL ROADS MUST BE BUILT.

ALL ROADS ARE PRIVATE.

SEE COORDINATE PLAN SHEET 4 FOR COORDINATE VALUES AND UNIT DIMENSIONS.

SOME UNIT DESIGNS WILL REQUIRE A RELOCATION OF THE DECK/PATIO.



WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
3071 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/16
SCALE: 1" = 40'

SITE PLAN SHEET

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MARK C HANISCH
Timothy A Snow Kalamazoo County Clerk/Register

COORDINATE TABLE

POINT	NORTHING	EASTING
1	326423.30	12830387.13
2	326422.74	12830439.13
3	326423.76	12830460.93
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5	326403.84	12830577.78
6	326356.25	12830598.74
7	326283.59	12830598.18
8	326235.43	12830578.57
9	326209.23	12830517.54
10	326207.35	12830465.57
11	326220.44	12830438.92
12	326221.01	12830384.93
13	326220.34	12830276.29
14	326221.49	12830224.30
15	326217.13	12830204.26
16	326204.01	12830153.94
17	326206.62	12830117.15
18	326215.12	12830065.55
19	326247.46	12830012.78
20	326297.94	12830000.30
21	326358.72	12830001.18
22	326408.28	12830022.24
23	326427.55	12830074.33
24	326428.78	12830126.31
25	326426.67	12830154.00
26	326423.78	12830205.97
27	326423.79	12830227.16
28	326423.22	12830279.14
29	326176.11	12830384.15
30	326175.54	12830436.15
31	326175.10	12830460.07
32	326172.29	12830511.99
33	326154.51	12830575.15
34	326107.31	12830596.98
35	326036.00	12830597.02
36	325987.59	12830577.77
37	325957.80	12830516.53
38	325956.60	12830464.84
39	325970.45	12830434.19
40	325971.02	12830382.20
41	325970.77	12830274.18
42	325971.35	12830222.18
43	325968.19	12830201.76
44	325954.98	12830151.46
45	325959.13	12830115.96
46	325984.71	12830064.26
47	325997.16	12830010.60
48	326047.56	12829997.79
49	326108.99	12829998.57
50	326156.54	12830019.63
51	326180.20	12830071.31

POINT	NORTHING	EASTING
52	326184.16	12830123.16
53	326180.91	12830151.23
54	326175.03	12830202.90
55	326162.06	12830224.26
56	326161.49	12830276.26
57	325918.31	12830381.62
58	325917.74	12830433.62
59	325926.17	12830454.29
60	325928.29	12830506.28
61	325902.00	12830571.28
62	325856.00	12830593.53
63	325798.36	12830597.74
64	325747.11	12830586.98
65	325715.69	12830515.12
66	325714.66	12830463.13
67	325714.92	12830431.71
68	325715.04	12830379.71
69	325728.91	12830271.49
70	325728.50	12830219.49
71	325722.31	12830196.27
72	325722.85	12830144.27
73	325717.51	12830116.91
74	325718.05	12830064.91
75	325752.46	12829999.94
76	325803.79	12829991.63
77	325862.25	12829995.76
78	325901.72	12830011.81
79	325918.14	12830062.62
80	325932.75	12830112.53
81	325924.82	12830146.58
82	325924.25	12830198.58
83	325908.68	12830221.48
84	325908.31	12830273.48
85	326501.03	12829965.92
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91	325580.54	12830445.32
92	325603.78	12830401.76
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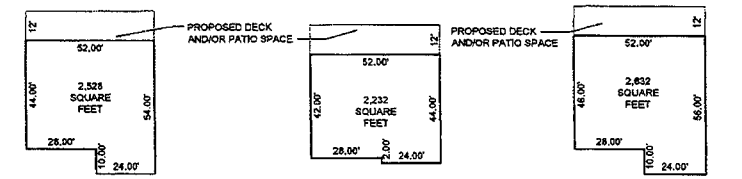
94	325526.81	12830359.23
95	325528.81	12830290.10
96	325576.77	12830290.10
97	325802.97	12830249.58
98	325578.92	12830205.83
99	325636.76	12830174.03
100	325690.67	12830272.09
101	325687.90	12829954.91
102	326468.09	12829965.47

NOTE:
MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE.

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116

PROPOSED UNIT BOUNDARY
(TYPICAL)
SCALE: 1" = 20'

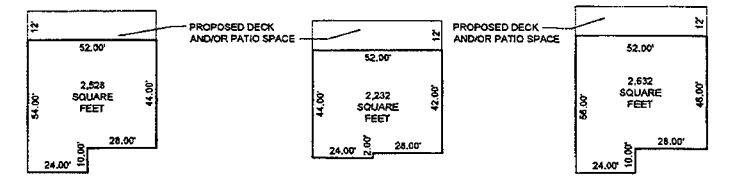


UNIT BOUNDARY CONFIGURATION FOR UNITS 9, 13, 14, 21, 27, 41 AND 42.

UNIT BOUNDARY CONFIGURATION FOR UNITS 2, 5, 12, 16, 19, 26, 30 AND 40.

UNIT BOUNDARY CONFIGURATION FOR UNITS 3, 10, 17, 24, 31, 34 AND 38.

NOTE:
ALL UNIT LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER.



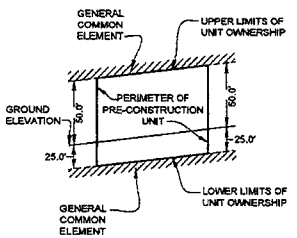
UNIT BOUNDARY CONFIGURATION FOR UNITS 1, 7, 8, 15, 22, 28 AND 29.

UNIT BOUNDARY CONFIGURATION FOR UNITS 9, 20, 23, 33, 35 AND 37.

UNIT BOUNDARY CONFIGURATION FOR UNITS 4, 11, 18, 25, 32, 35 AND 39.

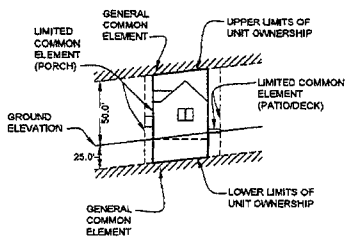
NOTE:
AREAS ENCUMBERED BY DECK, STOOP, FRONT PORCH AND/OR PATIO, SHALL BE LIMITED COMMON ELEMENT. EQUIVALENT AREAS IN WHICH NO SUCH IMPROVEMENTS ARE CONSTRUCTED SHALL BE GENERAL COMMON ELEMENT.

UNIT CROSS SECTION
(BEFORE CONSTRUCTION)
NOT TO SCALE



NOTE:
EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION.

UNIT CROSS SECTION
(AFTER CONSTRUCTION)
NOT TO SCALE



NOTE:
EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION.

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE
2900 Florence Road
Berrien Center, MI 49022
Phone: (269) 927-0100
895 Portage Road
Portage, MI 49002
Phone: (269) 327-3532
764 Wisconsin Avenue
Allegan, MI 49010
Phone: (269) 673-8460
www.wightman-assoc.com

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
6071 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/16
SCALE: AS NOTED

COORDINATE PLAN SHEET

SHEET
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MARK C HANISCH
MSDE
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

LEGEND

- # = UNIT NUMBER
- E = EXISTING ELECTRIC LINE
- T = EXISTING TELEPHONE LINE
- E = PROPOSED ELECTRIC LINE
- = PROPOSED FENCE
- G = PROPOSED GAS LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- T = PROPOSED TELEPHONE LINE
- = PROPOSED WATER MAIN
- = EASEMENT LINE/GRADING PERMIT
- = PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = GUY ANCHOR
- = PROPOSED ELECTRIC TRANSFORMER
- = PROPOSED ELECTRIC RISER
- = SIGN
- = PROPOSED WATER SHUT OFF
- = PROPOSED HYDRANT
- = PROPOSED GATE VALVE & BOX
- = PROPOSED GATE VALVE & VAULT
- = PROPOSED REDUCER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED STORM MANHOLE
- = TELEPHONE RISER BOX
- = UTILITY POLE

NOTES

PROPOSED UTILITIES SHOWN ARE BASED ON CONSTRUCTION DRAWINGS PREPARED BY WIGHTMAN AND ASSOCIATES, INC., PROJECT NO. 154040, DATED JUNE 2015 AND ON DESIGN DRAWINGS PROVIDED BY CONSUMERS ENERGY COMPANY AND AT & T.

UTILITY INFORMATION AS SHOWN HEREON IS AS PROPOSED AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.

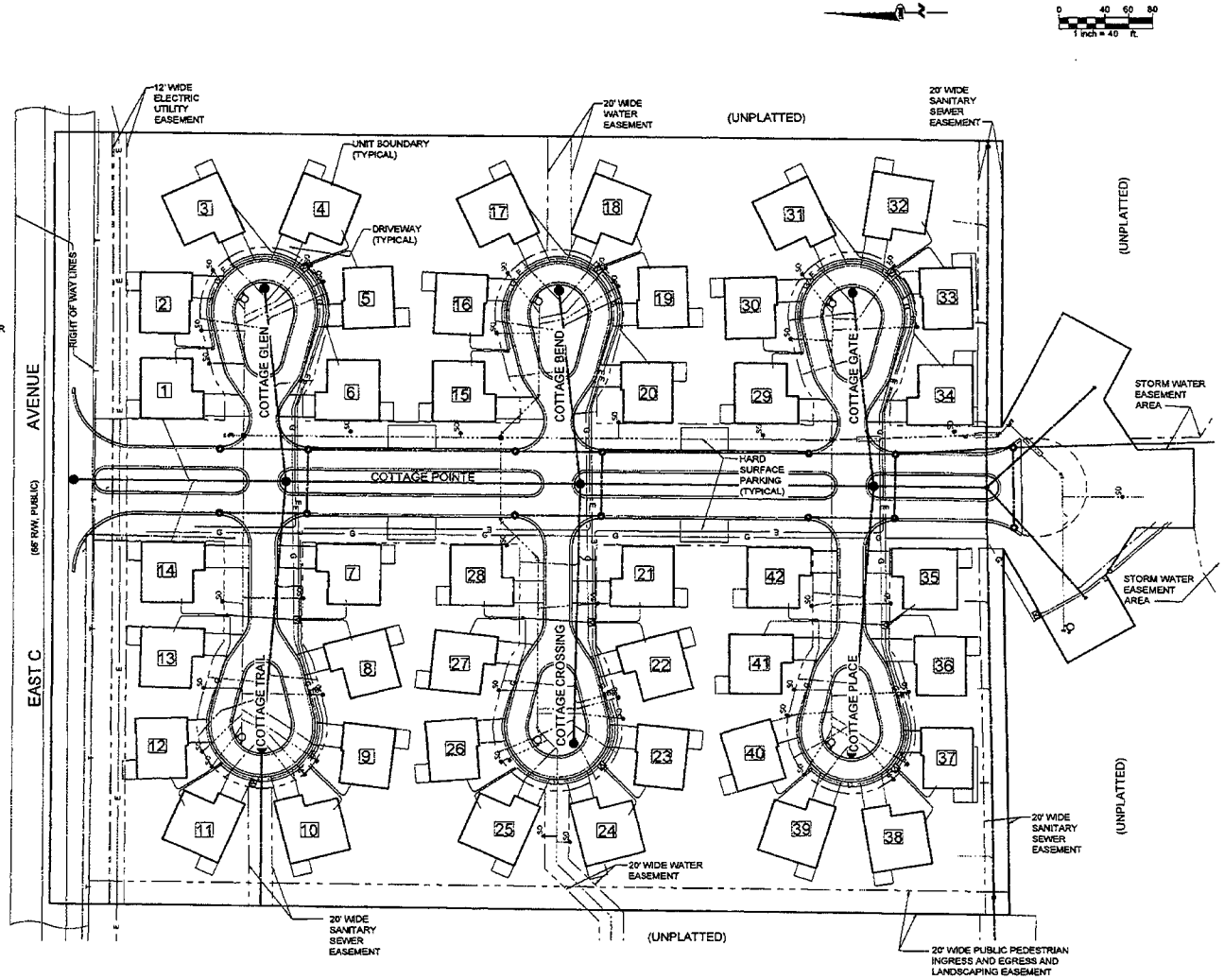
ALL STORM SEWER, SANITARY SEWER, WATER MAIN AND ROADWAY "MUST BE BUILT."

ALL GAS, ELECTRIC AND TELEPHONE "MUST BE BUILT."

STATE OF MICHIGAN GARY D. HAHN LAND SURVEYOR No. 38115 REGISTERED LAND SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38115



WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
3071 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE 09/01/15

SCALE: 1"= 40'

UTILITY PLAN SHEET

154040

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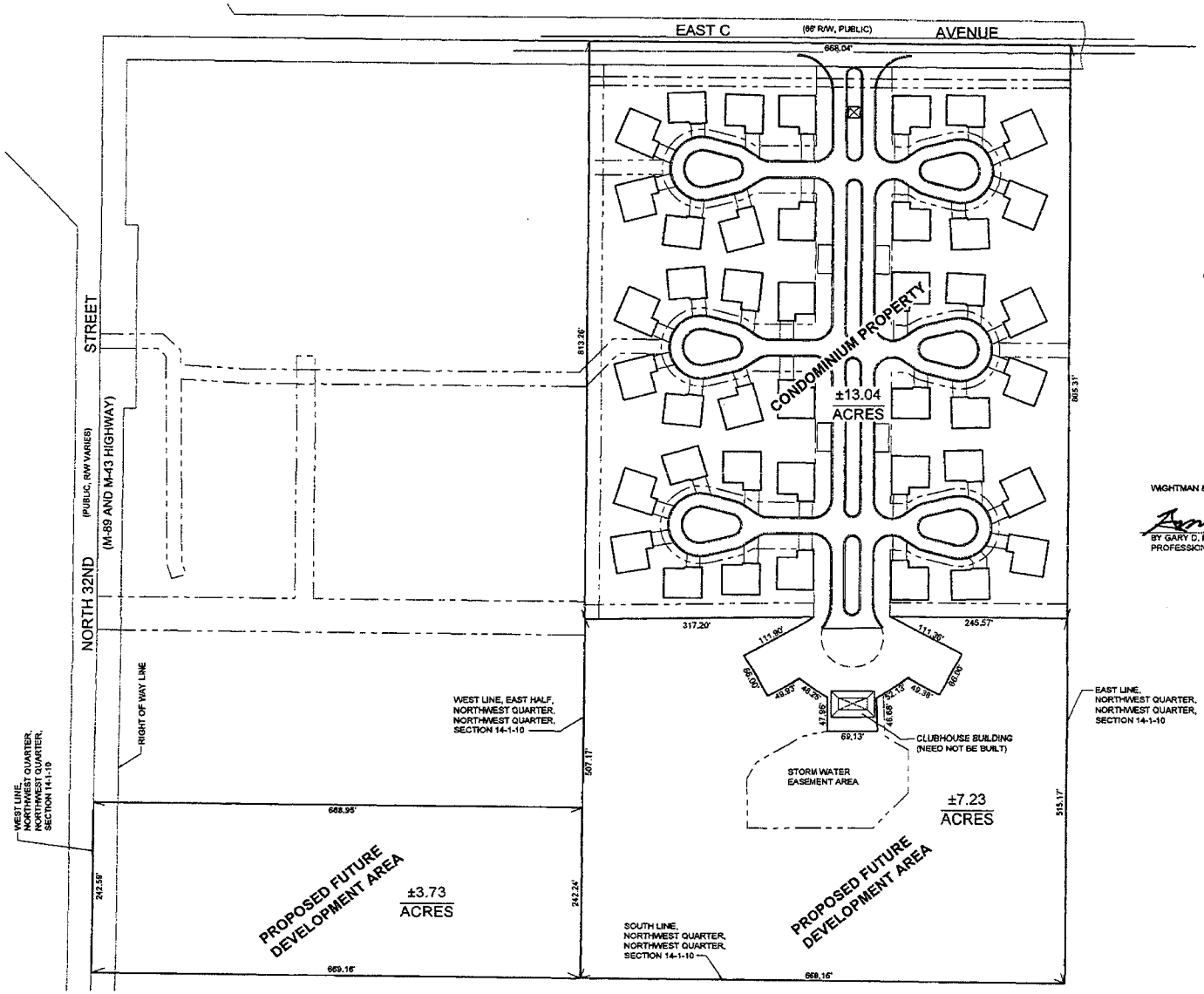
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
5671 OLL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/15
SCALE: 1"=80'

PROPOSED FUTURE DEVELOPMENT AREA SHEET

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MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

EXHIBIT C

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Elizabeth Fanco, being duly sworn, deposes and says that:

1. I am employed by the law firm of Kluczynski, Girtz & Vogelzang, which acts as attorney for Cottage Pointe, LLC, the developer of Cottage Pointe, a condominium Project.

2. On February 18, 2016, I mailed notices to six (6) governmental agencies as required by Section 71 of Michigan's Condominium Act. The notices were sent by certified mail, return receipt requested, and appropriate receipts from all six (6) agencies have been received by this law firm, showing that the agencies received the notices.

Elizabeth Fanco

Subscribed and sworn before me on this 2nd day of March, 2016

Kristin Kay VanEssen, Notary Public
Ottawa County, State of Michigan
My Commission Expires: 4/9/22
Acting in Kent County, MI

EXHIBIT D
TO MASTER DEED OF COTTAGE POINTE

CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

A. Cottage Pointe, LLC, a Michigan limited liability company, as Developer, intends to establish Cottage Pointe as a condominium project by recordation in the office of the Kalamazoo County Register of Deeds of a Master Deed of Cottage Pointe, submitting to condominium ownership the real property in Richland Township, Kalamazoo County, Michigan, described in the Master Deed.

B. AZO Services PIA, LLC, a Michigan limited liability company, of 5300 Miller Rd, Kalamazoo, Michigan, 49048 ("AZO") is the mortgagee of the property being submitted to condominium ownership by virtue of a mortgage recorded in the Office of the Register of Deeds for Kalamazoo County, Michigan, on February 17, 2016 in Document Number 2016-004747.

C. AZO, as mortgagee, consents to the submission of the property described in the Master Deed of Cottage Pointe to the condominium project, acknowledges that a program has been agreed upon for the release of individual Condominium Units on the dates when the sales of the Units close, and consents to the recording of the Master Deed for Cottage Pointe in the Office of the Register of Deeds for Kalamazoo County, Michigan.

Dated: May 23, 2016

AZO Services PIA, LLC

By: Michael Balkema
Michael Balkema
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

This instrument was acknowledged before me this 23rd day of May, 2016, by Michael Balkema, a member of AZO Services PIA, LLC, a Michigan limited liability company, for the limited liability company.

Jessica Routley
*Jessica Routley
Notary Public, Kalamazoo County, MI
Acting In and For Kalamazoo County, MI
My Commission Expires: 8/4/18

*Please print or type name beneath signature line.

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MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI