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**MASTER DEED  
MAPLEWOOD VILLAGE**

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

Allegan County Condominium Subdivision Plan No. 304

(69)

1. Master Deed establishing: Maplewood Village, a Condominium Project.
2. Exhibit A to Master Deed: Condominium Bylaws of Maplewood Village.
3. Exhibit B to Master Deed: Condominium Subdivision Plan for Maplewood Village.
4. Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

No interest in real estate is being conveyed by this instrument. No revenue stamps are required.

This Master Deed Prepared by:

✓ William A. Sikkel, Esq.  
**Property Law Solutions, PLC**  
 42 East Lakewood Blvd.  
 Holland, MI 49424  
 (616) 394-3025

Tax Certification # 272638  
 obtained from Allegan County  
 Treasurer prior to recording

THE CURRENT YEAR TAX WAS NOT AVAILABLE FOR EXAMINATION  
 PART 0353-02-05-400-068 OK  
 PENDING RECEIPT OF DENIAL OF HOMESTEAD TAX EXEMPTION

**MAPLEWOOD VILLAGE  
MASTER DEED**

This Master Deed is made December 24, 2018 by **MAPLEWOOD VILLAGE DEVELOPMENT, LLC**, of 107 E 18th Street, Holland, Michigan 49423 (the “**Developer**”), pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “**Act**”).

The Developer desires by recording this Master Deed, together with the Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** (both of which are incorporated in this Master Deed by reference and made a part of it), to establish the real property described in ARTICLE II below, together with the improvements located and to be located on it, and the appurtenances to it, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording of this Master Deed, establish Maplewood Village as a Condominium Project under the Act and does declare that Maplewood Village (referred to as the “**Condominium**”, “**Project**” or the “**Condominium Project**”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations stated in this Master Deed and Exhibits A and B to it, 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 any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I  
Title and Nature**

The Project is a residential traditional condominium comprising 46 units.

The Condominium Project shall be known as Maplewood Village, City of Holland, Allegan County Condominium Subdivision Plan No. 304. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are depicted completely in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Owners the General Common Elements of the Condominium Project.

**ARTICLE II  
Legal Description**

The land on which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in City of Holland, Allegan County,

Michigan and described as follows:

Part of the Southeast 1/4 of Section 5, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the East ¼ corner of said Section; thence N89°56'00"W 1314.66 feet along the East-West ¼ line of said Section to the Point of Beginning; thence S00°06'36"E 811.73 feet along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence S70°46'57"W 696.70 feet along the Northerly Right of Way of Highway US-31; thence N00°03'20"W 670.81 feet along the West line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section, also being the boundary of Bellwood Add. to the City of Holland, L. 9 of Plats, P. 32; thence S89°56'00"E 381.00 feet; thence N00°03'20"W 371.00 feet; thence S89°56'00"E 276.33 feet along said East-West 1/4 line to the Point of Beginning. Contains 10.74 Acres.

together with and subject to easements, mineral reservations, if any, restrictions, and governmental limitations of record. Also subject to the easements set forth on the Condominium Subdivision Plan attached as Exhibit B, or as declared and reserved in ARTICLE VIII below.

### **ARTICLE III Definitions**

Certain terms are utilized not only in this Master Deed and Exhibits A and B to it, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Maplewood Village Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Maplewood Village as a condominium. Wherever used in such documents or any other pertinent instruments, the terms stated below shall be defined as follows:

1. *Act.* The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. *Association.* "Association" means Maplewood Village Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
3. *Bylaws.* "Bylaws" means Exhibit A to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
4. *Common Elements.* "Common Elements", where used without modification, means both the General and Limited Common Elements described in ARTICLE IV of this Master Deed.
5. *Condominium Documents.* "Condominium Documents" means and includes this Master Deed and Exhibits A and B to it, and the Articles of Incorporation, Bylaws and rules and

regulations, if any, of the Association, as all of the same may be amended from time to time.

6. *Condominium Premises.* “Condominium Premises” means and includes the land described in ARTICLE II above, all improvements and structures on it, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

7. *Condominium Project, Condominium or Project.* “Condominium Project”, “Condominium” or “Project” each means Maplewood Village as a Condominium Project established in conformity with the Act.

8. *Condominium Subdivision Plan.* “Condominium Subdivision Plan” means Exhibit B to this Master Deed.

9. *Consolidating Master Deed.* “Consolidating Master Deed”, means the final amended Master Deed, if any, which shall describe Maplewood Village as a completed Condominium Project and shall reflect the land area, if any, as contracted, expanded, or converted pursuant to this Master Deed from time to time, and all Units and Common Elements resulting, and which shall fully describe the Condominium Project as completed, including the final readjusted percentages of value assigned to each Condominium Unit. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Allegan County Register of Deeds confirming that the Units and Common Elements as built are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

10. *Developer.* “Developer” means Maplewood Village Development, LLC, which has made and executed this Master Deed, and their successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever those terms are used in the Condominium Documents. “Developer” does not include a real estate broker acting as agent for the Developer in selling Condominium Units or a residential builder who acquires title to one or more Condominium Units for the purpose of residential construction on those Condominium Units and subsequent resale.

11. *Development and Sales Period.* “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer under them, shall be deemed to continue for so long as either Developer, or an entity in which either Developer is a general partner, member, or stockholder, continues to own any Unit in the Project.

12. *First Annual Meeting.* “First Annual Meeting” means the initial meeting at which non-developer Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

13. *Owner.* “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination of them who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term

“co-owner”.

14. *Transitional Control Date.* “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

15. *Unit or Condominium Unit.* “Unit” or “Condominium Unit” each mean a single Unit in Maplewood Village, as the space may be described in ARTICLE V, Section 1, of this Master Deed and on Exhibit B to it, and shall have the same meaning as the term “Condominium Unit” is defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer is not obligated to install any structures within the Units or their appurtenant Limited Common Elements.

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

#### **ARTICLE IV Common Elements**

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement of them, are as follows:

1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in ARTICLE II of this Master Deed (other than those portions of the land described in ARTICLE V, Sections 1 and 2, below, and in the Condominium Subdivision Plan as constituting Units or Limited Common Elements), together with all easements described in this Master Deed or the Condominium Subdivision Plan, and private drives, roads, sidewalks, parking areas, parking spaces, lawns and landscaping not identified as Limited Common Elements.

(b) **Easements.** All beneficial ingress, egress, utility, storm drainage and other applicable easements, and the rights provided therein, specifically identified on the Condominium Subdivision Plans as General Common Elements.

(c) **Electrical.** The electrical wiring throughout the Project, including that contained within Unit walls, up to the point of connections with, but not including electrical fixtures, plugs and switches within any Unit.

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connections with, but not including, gas fixtures within any Unit.

(e) **Improvements.** All of the improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit (unless otherwise expressly provided in the Condominium Documents). Those structures and improvements that now or after this date are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

(f) **Sanitary and Storm Sewer.** The sanitary and storm sewer system throughout the Project.

(g) **Site Lighting.** Any lights designed to provide illumination for the Condominium Premises as a whole.

(h) **Telecommunications.** The telecommunications system, including cable television, communications, telephone, and/or optical fiber wiring, if and when it may be installed throughout the Project, up to the point of connections with, but not including, the plugs, telephone and computer facilities within any Unit.

(i) **Water.** The water distribution and plumbing systems throughout the Project, including the shared water meter for each building, up to the point of connections with, but not including, plumbing fixtures within any Unit.

(j) **Building Elements.** The foundations, footings, support columns, roofs, perimeter walls and other walls as shown on the Condominium Subdivision Plan (including doors and chimneys), and any ceilings and floors outside the boundaries of the Units.

(k) **Entry Improvements.** The entry signage and other improvements located at or near the entrance to the Project, if any.

(l) **Other.** Such other elements of the Project not designated in this Master Deed or its Exhibits as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads), and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment and the cable television system shall be General Common Elements only to the extent of the Owners' interest in them, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The public utility companies may install and maintain utility lines where reasonably necessary within the General and Limited Common Elements of the

Condominium Project.

2. **Limited Common Elements.** The Limited Common Elements, which, except as otherwise provided in this section, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit), and shall be subject to the exclusive use and enjoyment of the Owners of such Unit or Units, or their designees, are:

(a) **Driveways and Sidewalks.** The portion of any driveway located between the Unit and Maplewood Court, or the sidewalk, if any, located between the Unit and the driveway, as they may be designated in the Subdivision Plan attached as Exhibit B. In the absence of an express assignment, the driveway or sidewalks shall be deemed appurtenant to the Condominium Unit or Units that such driveway or sidewalks serve.

(b) **Decks and Patios.** Each individual deck or patio in the Condominium Project, which shall be appurtenant to and reserved for use by the owners of the Units from which access may be had.

(c) **Interior Unit Surfaces.** The interior surfaces of perimeter walls, ceilings and floors located within a condominium Unit (if there are drop ceilings, "ceiling" shall mean the ceiling above the drop ceiling).

(d) **Windows, Doors, Sliders and Screens.** The windows, doors (including garage doors and their opening mechanism), sliders and/or screens located within or adjacent to any Unit perimeter wall, which will be appurtenant to the Unit served by such windows, doors, sliders and screens.

(e) **Heating and Cooling Appliances.** The separate furnace, water heater, air-conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively.

(f) **Garage interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings, and floors.

(g) **Entrances and Canopies.** The entrances to the condominium Units and any canopy covering them.

(h) **Mail Boxes.** The mail or paper box located on a Unit or permitted by the Association on the General Common Elements to serve the building constructed on a Unit.

3. **Maintenance Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Association.** Except as provided below, the Association shall maintain, decorate, repair and replace, as a general expense of administration, all General and Limited Common Elements.

(b) **Driveways and Sidewalks.** Except as provided in this paragraph, the Association shall maintain repair, and replace, the driveways and sidewalks designated as Limited Common Elements in Article IV, Section 2(a) above. Such maintenance includes the snow plowing of all drives and driveways and sidewalks.

(c) **Windows, Doors and Interior Unit Surfaces.** Each Unit Owner shall maintain, decorate, repair and replace, at his or her expense, the Limited Common Elements designated in Article IV, Section 2(c) and 2(d) above. The Unit Owner responsibilities shall include cleaning both the interior and exterior of any Limited Common Element windows.

(d) **Mechanical Equipment and Appliances.** Each Unit Owner shall also maintain, repair and replace, at his or her expense, any heat pump or furnace, air conditioner, compressor, fireplace, internal Unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, air purifier, sound system, microwave, lighting and other appliances and items serving a particular Unit that are not Common Elements, whether or not they are located within his or her particular Unit.

(e) **Unit Improvements.** Unit Owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements within the Unit; provided, that the exterior appearance of all such structures and improvements (to the extent visible from any other Unit or Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations.

(f) **Utilities.** Each Unit Owner shall be responsible for payment of the utilities attributable to his or her Unit, for those utilities that are separately metered. The Association shall be responsible for payment of all water and sewer charges.

(g) **Private Drives and Storm Sewer.** The Association shall be responsible for the cost of maintenance, repair and replacement of all storm sewer lines and the cost of maintenance, snow plowing, repair and replacement of the common drives or parking lots within the boundaries of the Condominium Project, and all sidewalks, including those sidewalks designated as Limited Common Elements.

(h) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of an Owner or its agent or invitee, for which such Owner shall be wholly responsible. In no event shall the City or any other governmental agency be responsible for the maintenance, repair or upkeep of the private drives or other Common Elements of the Project.

(i) **Failure to Maintain.** While it is intended that each Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the



building and all other appurtenances and improvements constructed or located within a Unit, it is nevertheless a matter of concern that an Owner may fail to properly maintain the exterior of its building, improvements or any Limited Common Element appurtenant to them in a proper manner and in accordance with the standards set forth by the Association.

In the event an Owner fails, as required by this Master Deed, the Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain its Unit or any improvements or appurtenance located therein or any Limited Common Element appurtenant to them, the Association (or the Developer during the Development and Sales Period), shall have the right, but not the obligation, to undertake such reasonably uniform, periodic exterior maintenance functions with respect to buildings, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings).

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

**4. Use of Units and Common Elements.**

(a) No Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will unreasonably interfere with or impair the rights of any other Owner in the use and enjoyment of its Unit or the Common Elements.

(b) Public utilities furnishing services to the Condominium Project, such as electricity, gas, water, sewage disposal and telephone, shall have access to the Common Elements and the Units at such times as may be reasonable for the installation, repair or maintenance of such services.

**5. Private Drive - Not Maintained by Road Commission.**

(a) The condominium Project is served by Maplewood Court, a private road, connecting the Project to 40<sup>th</sup> Street, which together provide for ingress and egress as depicted on the Condominium Subdivision Plan.

(b) Maplewood Court, will be maintained by the Association, with all costs assessed to the members of the Association. If Maplewood Court is not maintained in good condition and repair, the City of Holland shall have the option, but not the duty, to repair the private road itself or with a third party contractor, and to assess the full cost of repair as a lien against all of the lands and premises included in the Project.

(c) **ALL OWNERS ARE PLACED ON NOTICE THAT MAPLEWOOD COURT IS A PRIVATE STREET AND WILL NOT BE REPAIRED OR MAINTAINED BY THE CITY OF HOLLAND OR THE COUNTY ROAD COMMISSION AND WILL NOT BE PROVIDED WITH SNOW PLOWING BY THE CITY OF HOLLAND OR THE COUNTY ROAD COMMISSION.** If it is ever desired that the street become a public street to be repaired, maintained and snow plowed by the County Road Commission or any successor public agency having responsibility to maintain and repair streets with the City, any modifications to the street necessary before the County Road Commission or such successor public agency will assume jurisdiction and responsibility for the street shall be at the exclusive expense of the Association, the costs for which the Members will be assessed, without any cost or expense to the City, the County Road Commission, or any other governmental agency.

(d) No Owner shall prohibit, restrict, limit or in any way interfere with normal ingress or egress and other use of the private road by any other Owner, their guests, trades people and others with legitimate purposes who are traveling to or returning from any of the Units.

6. **Power of Attorney.** All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and after that time the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements.

## **ARTICLE V**

### **Unit Description and Percentage of Value**

1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Maplewood Village as prepared by Nederveld, Inc. There are 46 Units in the Condominium Project. Each Unit shall consist of all that space contained within the interior surface of the finished, unpainted, perimeter walls and ceilings, and from the finished subfloor, all as shown on the floor plans and sections on the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances to it but excluding any Common Elements located within the space so described. Detailed architectural plans for the Condominium Project have been placed on file with City of Holland.

2. **Percentage of Value.** The total value of the Project is 100%. All Units are assigned an equal percentage of value because all Units are expected to have equal allocable

expenses of maintenance.

The percentage of value assigned to each Unit shall be determinative of each Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association.

3. **Modifications of Units.** The number, size or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B 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 Owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or purchaser and mortgagee of it. The Developer may also, in connection with any such amendment, readjust the Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All 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 to this Master Deed necessary to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with it. All such interested persons irrevocably appoint the 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 Convertible Areas**

The Condominium is established with convertible areas in accordance with the provisions of this Article and the Act:

1. **Designation of Convertible Areas.** All present and future Common Elements and Units, whether or not so designated on the Condominium Subdivision Plan, are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be expanded or converted is 46 Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on the other portions of the Project, as determined by Developer in its sole discretion.

2. **Developer's Right to Convert.** The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the number, size, location and configuration of any Unit that it owns or Common Elements in the Project, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements.

3. **Developer's Right to Make Other Improvements.** The Developer reserves the right from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct entrance monuments, statuary or other improvements to the Condominium Premises. The precise location, design and composition of those improvements shall be determined by the Developer in its sole judgment but nothing in this paragraph shall obligate the Developer to make any such improvements whatever. If constructed or installed, the improvements shall be General Common Elements and the costs of maintenance, repair and replacement of them shall be an Association expense.

**Restrictions on Conversion.** All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, including the City.

4. **Consent Not Required.** The consent of any Co-Owner shall not be required to convert the Convertible Areas. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, 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. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

5. **Amendment of Master Deed.** All modifications to Units and Common Elements made pursuant to this Article shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value stated in ARTICLE V shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve

a total value of 100% for the entire Project resulting from the amendment or amendments to this Master Deed. Except as otherwise limited by the Condominium Documents, the precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. The readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original percentages of value for the Project. The amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by the amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of the roadways and sidewalks in the Project to any Convertible Area, and to provide access to any Unit from the roadways and sidewalks located in the Project. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached to it as may be reasonably necessary i) to effectuate the redefined Units added, and ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such Units.

6. **Consent of Interested Parties.** Except as otherwise provided in this Article, the consent of any Co Owner shall not be required to convert the Convertible Areas. All of the Owners and mortgagees of the 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the foregoing. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits to it. These provisions give notice to all Owners, mortgagees and other persons acquiring any interest in the Project that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

## **ARTICLE VII**

### **Consolidation or Relocation of Units, Limited Common Elements**

Without the consent of any person other than the affected mortgagee, one or more Owners may subdivide, consolidate or relocate the boundaries of a Unit and appurtenant Limited Common Elements by written request to the Association in accordance with Sections 48 and 49 of the Act and this Article as follows:

1. **Subdivision of Units.** Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating the Limited or General Common Elements in connection with them, and proportionately reallocating the undivided interest in Common Elements and the percentages of value. The Owners requesting

the subdivision shall bear all costs of the amendment. The subdivision shall not be effective until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Register of Deeds.

2. **Consolidation of Units or Portions of Them; Relocating of Boundaries.** Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, combining and re-identifying the Units involved, proportionately reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Owners involved in the relocation of boundaries. The Owners requesting consolidation of Units or relocation of boundaries shall bear all costs of the amendment. The relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Register of Deeds.

3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment, reassignment, diminution, omission and all other necessary modification in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article.

## **ARTICLE VIII**

### **Easements**

1. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to 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 any other maintenance after rebuilding in the event of any destruction. There shall also be easements to, through and over those portions of the land, for the continuing maintenance and repair of all utilities in the Condominium.

2. **Easements and Other Rights Retained by Developer.**

(a) **Roadway Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all current and future owners of land contiguous to the Condominium Project or any portion or portions of it, an easement for the unrestricted use of the roads and walkways in the Condominium, as it may be expanded or converted, for the purpose of ingress and egress to and from all or any portion of such contiguous land or the Condominium Premises. By way of illustration and not limitation, the Developer may grant easements for ingress and egress purposes to the owners of contiguous land across the General Common Elements in order to gain access to the roads and walkways within the Project.

(b) **Utility Easements.** The Developer reserves for the benefit of itself its successors and assigns, and all current and future Owners of any land contiguous to the Condominium or any portion or portions of it, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, as it may be expanded or

converted, and to install new utilities within the Condominium to service any Unit or its Common Elements, and any such land contiguous to the Condominium including, but not limited to, electric, cable television, water, gas, storm and sanitary sewer mains as well as the retention basins, if any, for the Project, as it may be expanded or converted. In the event the Developer utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, or installs any new utilities in it, the Developer (or any person availing itself of this right) shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utilities referred to in this Section shall be shared by this Condominium and any developed portions of the land contiguous to this Condominium which is served by such utilities. The Owners of this Condominium shall be responsible for payment of a proportionate share of such expenses, which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is the sum of the numerator plus all other sites on the contiguous land which is served by those utilities. Whenever this reserved right is to be utilized, a specific recorded instrument identifying and describing the benefited land shall be recorded by the Developer in which the provisions of this Section shall be confirmed. The Developer reserves the right at any time to grant easements for utilities over, under and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies for the benefit of the Project or any contiguous land.

Any such easement or transfer of title may be made by the Developer without the consent of any Owner mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B, recorded in Allegan County Records. All of the 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 amendments to this Master Deed as may be required to effectuate that grant of easement or transfer of title.

An easement is hereby granted in all improved rights of way, and in Limited and General Common Elements adjacent to them, for public utilities, including but not limited to water, sewer, gas, electric, telephone, and cable television.

3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors action prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, as it may be expanded or converted, for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, as it may be expanded or converted, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to it be varied, without the consent of each person benefited by it.

4. **Easements for Installation, Maintenance, Repair and Replacement.** The

Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, as it may be expanded or converted, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of installation, maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

While it is intended that each Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of its Unit and some Limited Common Elements it is nevertheless a matter of concern that an Owner may fail to properly maintain its Unit or any Limited Common Elements appurtenant to it or any improvements in it in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations or other policies promulgated by the Developer or by the Association. Therefore, in the event an Owner fails, as required by the Master Deed, the Bylaws or any rules and regulations or policies of the Association or the Developer, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located in it or any Limited Common Elements appurtenant to it the Association (or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located on it), its appurtenances or any of its Limited Common Elements, all at the expense of the Owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Owner, shall be assessed against such Owner and shall be due and payable with its monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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



fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

6. **Miscellaneous.** The Condominium Subdivision Plan depicts various utility easements, including by way of illustration and not limitation, ingress and egress easements, private utility easements, snow storage easement, and a watermain easement. Most of the easements have not been created before the date of this Master Deed. All such easements not previously created are hereby created for the purposes stated in the Condominium Subdivision Plans and shall be maintained by the Association. Also, the Developer reserves the right to install identification signs for the Project within Limited Common Elements. The Association shall maintain the signs and shall have the right of access to install and maintain them.

7. **Termination of Easements.** Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## **ARTICLE IX Lease of Units**

Developer reserves the right to lease any unsold Unit, without notice to anyone except the Association as required in Article VI of the Bylaws, without the consent of the Owners or any other person, and without approval of the Association, to any tenant, provided that Developer shall include in any such lease a provision obligating the tenant to abide by the Bylaws and rules of the Association.

## **ARTICLE X Contractibility of Condominium Project**

1. **Right to Contract.** The Condominium Project is a contractible project as that term is defined in the Act. The Condominium established pursuant to this Master Deed may be reduced in area by the withdrawal of land from the Condominium Project. The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of the Owners or their mortgagees. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article.

(a) All or any portion of the Condominium Premises may be removed from the Condominium Project.

(b) There are no limitations as to what portions of the Condominium Premises may be withdrawn and any portions deleted may or may not be contiguous to each other or to the Condominium Projects as it exists at the time of any contraction.

(c) Portions of the Condominium Premises may be withdrawn from the Condominium Project at different times.

(d) The order in which portions of the Condominium Premises may be withdrawn is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Condominium Premises that may be withdrawn.

(e) 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.

(f) The Developer may, in its discretion, grant easements to all or any portions of the lands withdrawn from the Project for access, utilities, drainage, shared recreational facilities, or any other purpose not unduly burdensome, over, across, and under the remaining Project, subject to payment of a pro rata share of the costs of maintaining such easements based upon the number of units/parcels/lots developed on the withdrawn lands to the number of Units developed in the remaining Project.

2. **Limitation of Unit Construction.** The Project established by this Master Deed consists of 46 Units and may, at the election of the Developer, be contracted to a minimum of 4 Units.

3. **Withdrawal of Units.** Developer may, from time to time, decrease the number of Units in the Project by the withdrawal of all or any portion of the Condominium Premises; provided that no Unit that has been sold or that is the subject of a binding purchase agreement may be withdrawn without the consent of the Owner, purchaser, and mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust the percentages of value for all Units in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of percentages of value for the Project. Except as otherwise provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portions of land that may be withdrawn, the time or order of such withdrawals, or the number of Units or Common Elements that may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

4. **Restrictions Upon Contraction.** Contraction of the Condominium Project shall occur without restriction under the following conditions:

(a) The Developer's right to elect to contract the Condominium Project shall expire six (6) years from the date this Master Deed was first recorded.

(b) The Condominium Project shall be contracted by one or more amendments to this Master Deed deleting land from the Condominium Project as then constituted.

(c) All contraction must be carried out in accordance with the provisions of the Act. No contraction shall be made in such a manner as to eliminate the right of owners of Units remaining within the Project to use roadway or utility easements directly serving their Units.

5. **Redefinition of Common Elements.** The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

6. **Procedure for Contraction.** Pursuant to the foregoing, and any other provisions of the Master Deed to the contrary notwithstanding, the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date this Master Deed was first recorded with the Register of Deeds, be decreased by the deletion of all or any portion of the Condominium Premises from the Condominium Project. Each change in size of this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided bylaw, which amendment shall be prepared at the discretion of the Developer or its successors or assigns.

All of the Owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of the amendment or to effectuate the foregoing. The amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits to it and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits to it, provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments to it. These provisions give notice to all Owners, mortgagees, and other persons acquiring interests in the Condominium that such amendments to this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Any amendment(s) to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to readjust the percentages of value for all Units, in order to preserve a total value of 100 percent for the entire Project; (ii) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (iii) to create or change restrictions or other terms and provisions, including designations and definitions of Common Elements,

affecting the parcel or parcels being withdrawn from the Project affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn.

## **ARTICLE XI**

### **Amendment and Termination**

1. **Pre-Conveyance Amendment.** If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the Allegan County Register of Deeds Office.

2. **Post-Conveyance Amendments.** If there is an Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Nonmaterial changes.** The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Unit affected by the change.

(b) **Material changes.** An amendment may be made, even if it will materially alter or change the rights of the Owners or mortgagees, with the consent of not less than two-thirds of the Owners or mortgagees; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a Unit maybe rented be modified without the consent of the Developer and each affected Owner, Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) **Compliance with law.** Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations, or orders adopted by the Michigan Department of Labor and Economic Growth or its successor or by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

(d) **Reserved Developer rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. Pursuant to Section 90 of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, for a period ending one year after the expiration of the Development and Sales Period, to amend this Master Deed and the other Condominium Documents without approval of any Owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of an Owner or mortgagee, in which event Owner and mortgagee consent shall be required as provided in this Article. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.

(e) **As-built plans.** A Consolidating Master Deed or amendment to the Master Deed with as-built Plans attached shall be prepared and recorded by the Developer within one year after construction of the Project has been completed.

(f) **Costs of amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

3 **Project Termination.** If there is an Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

(a) **Termination agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the Allegan County Register of Deeds Office.

(b) **Real property ownership.** Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the 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 Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

(c) **Association assets.** Upon recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) **Notice to interested parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Michigan Department of Labor and Economic Growth or its successor.

#### 4. **Mortgagee Consent.**

(a) To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in this section applies.

(b) The date on which the proposed amendment is approved by the requisite majority of Owners is considered the “control date.”

(c) Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one (1) or more Units in the Condominium Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Unit.

(d) The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

- (1) A copy of the amendment or amendments as passed by the Owners.
- (2) A statement of the date that the amendment was approved by the requisite majority of 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).
- (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) The notice provided by subsection (d) shall contain a statement in substantially the following form:

“A review of the Association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more Units in Maplewood Village. The Owners of the Condominium adopted the attached amendment to the Condominium Documents on (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 (1) vote for each Unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 66-2/3% of those 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) The amendment is considered to be approved by the first mortgagees if it is approved by 66-2/3% of the first mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes.

(g) The Association shall mail the notice required under subsection (d) to the first mortgagee at the address provided in the mortgage or assignment for notices.

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

(i) 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 mortgagees 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 benefiting the Unit subject to the mortgagee’s mortgage.

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

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

5. **Withdrawal from Project.** If Developer has not completed development and construction of the entire Condominium Project, including proposed improvements whether

identified as “must be built” or “need not be built,” during a period ending the later of ten (10) years from the date of commencement of construction by the Developer or six (6) years from the last date on which the power to expand or contract was last exercised by the Developer, the Developer, its successors or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Owners or mortgagees of Units in the Project, or any other party having an interest in the Project.

**ARTICLE XII**  
**Assignment**

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

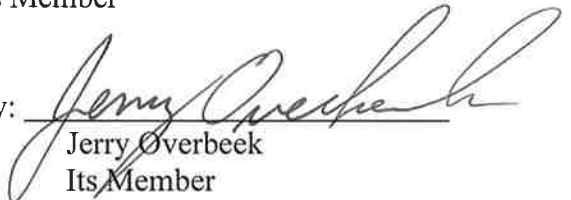
*[signatures on following page]*



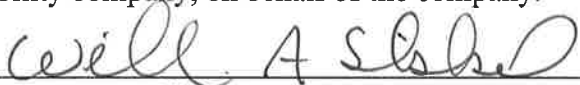
IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

Maplewood Village Development, LLC

By: Ace Builders, Inc.  
Its Member

By:   
Jerry Overbeek  
Its Member

Acknowledged before me in Ottawa County, Michigan, on December 24, 2018, by Jerry Overbeek, as President of Ace Builders, Inc., a Michigan corporation, as Member of Maplewood Village Development, a Michigan limited liability company, on behalf of the company.

  
William A. Sikkel  
Notary Public, State of Michigan, County of Ottawa  
Acting in the County of Ottawa  
My commission expires: March 28, 2020

Drafted by, and after recording return to:

William A. Sikkel, Esq.  
**Property Law Solutions, PLC**  
42 East Lakewood Blvd.  
Holland, MI 49424  
(616) 394-3025

MAPLEWOOD VILLAGE

**EXHIBIT A**  
**Bylaws**

**ARTICLE I**  
**Association of Owners**

Maplewood Village, a residential Condominium Project located in City of Holland, Allegan County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, called the "**Association**," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended (the "**Act**") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit in it or the Common Elements of it shall be subject to the provisions and terms of the Condominium Documents.

**ARTICLE II**  
**Membership and Voting**

1. **Membership.** Each Owner of a Unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit. Any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

2. **Vote.** Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

3. **Eligibility to Vote.** No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 4 of this Article II below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns, and for which the Developer is paying the current assessment then in effect at the date on which the vote is cast.

4. **Definition of Voting Representative.** Each Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

5. **Quorum.** The presence in person or by proxy of 35% of the Owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

7. **Majority.** A majority, except where otherwise provided in these Bylaws, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority stated above and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or be written vote, if applicable, at a given meeting of the members of the Association.

### **ARTICLE III**

#### **Meetings**

1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Maplewood Village have been sold and the purchasers have been qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non developer Owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non developer Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members unless so designated as the First Annual Meeting in writing by the Developer. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice shall be given to each Owner.

3. **Annual Meetings.** Annual meetings of members of the Association shall be held before April 30 of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

4. **Special Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating its purpose as well as the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article II, Section 4 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5. **Adjournment.** If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

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

7. **Action without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 of this Article for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

9. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters stated in it. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

#### **ARTICLE IV Advisory Committee**

Within 1 year after the initial conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Owners. The

Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% in number and in value of the non developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

## **ARTICLE V**

### **Board of Directors**

1. **Number and Qualification of Directors.** The Board of Directors shall be comprised of not less than three nor more than seven directors as shall be fixed from time to time by the Board of Directors. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

2. **Election of Directors.**

(a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owner to the Board. Elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% in number of the Units that may be created, at least 1 director and not less than 25% of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required Director. Upon certification by the Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by non-developer Owners.

(c) **Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created and before

conveyance of 90% of such Units, the non-developer Owners shall elect all Directors of the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article III, Section 3.

(vi) For purposes of this Section, "Units that may be created" means the maximum number of Units in all Phases of the Condominium Project as stated in the Master Deed.

(vii) For purposes of calculating the timing of events described in this Section, conveyance by Developer to a residential builder, even though not an affiliate of the Developer, is not considered a sale to a non-developer Owner until such time as the residential builder conveys that Unit with a completed residence on it or until it contains a completed residence which is occupied.

3. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Owners.

4. **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and its Common Elements.

(b) To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate any proceeds from the insurance.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action



shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article XIII, Section 26 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons to such committees for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

5. **Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

7. **Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Owners to serve before the First

Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

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

12. **Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of the meeting, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

**ARTICLE VI**  
**Officers**

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

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

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

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

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

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

3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been

included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## **ARTICLE VII**

### **Seal**

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

## **ARTICLE VIII**

### **Finance**

1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The books, records and contracts concerning the administration and operation of the Condominium Project shall be available for examination by any of the Owners and their mortgagees during reasonable working hours. All books and records shall be audited or reviewed by independent public accountants annually. Such audits need not be certified. The Association shall prepare and distribute to each Owner at least once each year a financial statement, the contents of which shall be defined by the Association. The costs of any such audit or review and any accounting expenses shall be expenses of administration.

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

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

4. **Construction Liens.** A construction lien arising as a result of work performed upon a Unit or Limited Common Element shall attach only to the Unit upon 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 claim of lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No

construction lien shall arise or attach to a Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

## **ARTICLE IX**

### **Indemnification of Officers and Directors**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

## **ARTICLE X**

### **Assessments**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as stated in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners of it in accordance with the following provisions:

1. **Assessments for Common Elements.** 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2. **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Regular Assessments.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves (the “**Expenses of Administration**”).

An adequate reserve fund for major maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the minimum amount stated below on or before the Transitional Control Date and after that must be maintained by regular monthly payments as stated in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. **Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time.**

Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment of the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding \$5,000.00 annually for the entire condominium Project, or in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members, and shall not be enforceable by any creditors of the Association or of the members.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$7,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 of this Article, or (3) assessments for any other appropriate purpose. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be

levied without the prior approval of more than 60% of all Owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

3. **Apportionment of Assessments and Penalty for Default.** Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. In addition, the Board of Directors may issue special assessments, if ordered by the City, as contemplated by the Master Deed.

Annual assessments as determined in accordance with Section 2(a) above, shall be payable by non-Developer Owners in 12 equal monthly installments, or at such regular intervals as the Board shall from time to time determine, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if the assessment, or any part of it, is not paid to the Association in full on or before the due date for the payment. Each installment in default for 10 or more days may bear interest from its initial due date at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX below, levy fines for late payment of assessments in addition to interest. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Owner is the owner of it, except a land contract purchaser from any Owner including Developer shall be so personally liable and the land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Any special assessment ordered by the City, as contemplated by the Master Deed, may be payable in the year of the assessment.

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

5. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In

the event of default by any Owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon 7 days written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner of it or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments (including expenses of collection as described in paragraph (d) below) either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated 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. **THE ASSOCIATION IS HEREBY GRANTED WHAT IS COMMONLY KNOWN AS A "POWER OF SALE."** Further, each Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. **EACH OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.** The Owner of a Unit subject to foreclosure pursuant to Article 108 of the Act, and any purchaser, grantee, successor, or assignee of the Owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption together with the expenses of collection described in paragraph (d) below. The mortgagee of a first mortgage of record of a Unit shall give notice in accordance with Section 108(9) of the Act to the Association of the commencement of foreclosure of the first mortgage.



(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the above date of mailing. If the delinquency is cured within the 10-day period, the Association may take such remedial action as may be available to it under these Bylaws or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, collection and late charges, costs, actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, and fines in accordance with the Condominium Documents shall be chargeable to the Owner in default and shall be secured by the lien on his Unit.

6. **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges that have priority over the first mortgage under Section 108 of the Act).

7. **Financial Responsibility of the Developer.** The Developer of the Condominium, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association during the Development and Sales Period. Notwithstanding the foregoing sentence, Developer shall pay all costs related to any offices, model Units, or other facilities it maintains on the Condominium Premises.

(a) **Pre-Transitional Control Date Expenses.** Prior to the First Annual Meeting of the Owners, it will be the Developer's responsibility to keep the books

balanced, and to avoid any continuing deficit in operating expenses. At the time of the First Annual Meeting, the Developer will be liable for the funding of any continuing Association deficit incurred prior to the date of the First Annual Meeting. The Developer shall not be responsible for any further Association assessments or other financial obligation other than those specifically imposed on developers by the Act.

(b) **Post-Transitional Control Date Expenses.** After the First Annual Meeting and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer, except for completed Units owned by the Developer. A "completed Unit" is a Unit for which a certificate of occupancy has been issued. To the extent the Developer holds title to Units that were previously conveyed or leased, the Developer shall be responsible for the same maintenance assessment levied against other Units in the Project and for all special assessments levied by the Association.

(c) **Exempted Transactions.** At no time will the Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

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

9. **Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

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

11. **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, whether regular or special, interest, late charges, fines, costs, and attorney's fees against the seller or grantor (collectively referred to in this paragraph as the "unpaid assessments"). Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing

the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale of the Unit prior to all claims except real property taxes and first mortgages of record.

12. **Working Capital Deposit.** At the closing of a purchase of a Unit in the Project each Owner (other than a successor Developer) shall pay to the Association an amount equal to two (2) months of the regular monthly maintenance assessment installment at that time payable with respect to the Unit purchased as a working capital deposit for use by the Association. This obligation shall apply to both the original purchase of a Unit from the Developer and any subsequent purchase of the Unit, but shall not apply to any transfer of the Unit for less than One Hundred Dollars (\$100.00) consideration, or via foreclosure of deed in lieu of foreclosure. Such payment shall be nonrefundable.

## **ARTICLE XI Insurance**

1. **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements, carry property and liability insurance (including without limitation, Directors' and Officers' coverage), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Owners.** Each Owner shall be obligated and responsible for obtaining insurance coverage at his or her own expense for the interior of his or her Unit, including wall coverings, floor coverings, windows and screens, and all other improvements constructed or to be constructed within his or her Unit, and Limited Common Elements appurtenant to his or her Unit. It shall further be each co-owners' responsibility to obtain insurance coverage for his or her personal property located within his or her Unit or elsewhere in the Project. All such insurance shall be carried by each Owner in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner under these Bylaws. In the event of the failure of an Owner to obtain such insurance or to provide evidence of it to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums shall constitute a lien against the Owner's Unit which may be collected from the Owner in the same manner that Association assessments may be collected in accordance with Article X of these Bylaws. Each Owner also shall be obligated to obtain insurance coverage for its personal liability for occurrences within the perimeter of or for the improvements located on its Unit, and also for any other personal insurance coverage that the Owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

(b) **Responsibilities of Association.** The Association shall purchase such insurance for the benefit of the Association, and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Where possible, such insurance shall (i) take the form of a “master” or “blanket” type policy of single entity condominium insurance coverage and (ii) include what is commonly called “all risk” property coverage.

(c) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding land, landscaping, pavement, foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a Unit which were furnished with the Unit as standard items according to the plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his or her Unit shall be covered by insurance obtained by and at the expense of the co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the co-owner and collected as a part of the assessment levied against the Owner. Such policies shall include an “Agreed Amount Endorsement” and if available an “Inflation Guard Endorsement” or their equivalent.

(d) **Public Liability Insurance.** Comprehensive public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate (but in no event less than \$1,000,000.00 single limit coverage), and shall cover the Association, each member, director and officer of it and the professional management agent. If possible, the Developer shall be named as an additional insured party on the Association's liability insurance.

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

(f) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article XII of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

3. **Waiver of Right of Subrogation.** The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

4. **Duplication of or Conflict in Coverage.** In the event of duplicate insurance coverage concerning a loss, coverage under the Unit Owner's policy shall be primary. In the event of a conflict between the Association's and/or the Owner's policy and the Condominium Documents, the Unit Owner's policy shall control to the extent insurance proceeds are available to cover the loss, and thereafter the Association's policy shall apply.

## **ARTICLE XII Reconstruction or Repair**

1. **Determination to Reconstruct or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility for reconstruction or repairs, shall be made in the following manner:

(a) **General Common Element.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements On It.** If the damaged property is a Unit, Limited Common Element or any improvements on the Unit, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Owner

shall be responsible for any reconstruction or repair that he elects to make. The Owner shall in any event remove all debris and restore his Unit or its Limited Common Elements and the improvements on it to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article XIII as soon as reasonably possible following the occurrence of the damage. Despite the foregoing language to the contrary, any damage to a Limited Common Element that is covered by the Association's insurance policy shall be repaired or replaced by the Association rather than the Owner to the extent insurance proceeds are available to cover the loss.

2. **Repair in Accordance with Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit and appurtenant Limited Common Elements unless the Owners shall unanimously decide otherwise.

3. **Association Responsibility for Repair.** Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

4. **Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) **Taking of Unit or Improvements.** In the event of any taking of all or any portion of a Unit or any improvements on it by eminent domain, the award for such taking shall be paid to the Owner or the mortgagee of such Unit as their interests may appear. If an Owner's entire Unit is taken by eminent domain, such Owner and his mortgagee shall, after acceptance of such award, be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Owners in number

and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be reserved and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Owners based upon the continuing value of the Condominium of 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 Owner.

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

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

7. **Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give an Owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

### **ARTICLE XIII Restrictions**

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

1. **Residential Use.** Except for Units owned by the Developer and used for displaying model homes, all Units shall be used exclusively for single-family residential purposes. For purposes of these Bylaws, "**single-family**" means (a) not more than two (2) persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b)(1) a man or a woman (or a man and woman living together as husband and wife), (2) the children of either or both of them and a paid live-in daycare provider or nanny, (3) the parents of either or both of them, and/or

such other persons as the Board of Directors of the Association may approve, in its sole and absolute discretion; or (c) such other definition as is required by applicable law.

2. **Number of Occupants.** No more than three (3) people may occupy a one bedroom Unit, and no more than five (5) people may occupy a Unit with more than one bedroom, as the Units are designated in the Master Deed. In the event that a violation of this section by a family in occupancy of a Unit results from the birth or adoption of a child, this restriction shall be suspended as to that family for a period of one year to enable the family a reasonable time within which to vacate the Unit. No basement area shall be used as a place of habitation at any time unless contracted in conformance with the appropriate codes and to the standards and quality of the main floor living areas.

3. **Home Occupations.** Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be permitted if the home occupation is conducted entirely within the Unit and participated in solely by members of the immediate family residing in the Unit, which use must be clearly incidental and secondary to the use of the Unit for dwelling purposes and must not change the character of the use. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the Unit is being used for any purpose other than that of a dwelling, (ii) no commodities sold on the premises, (iii) no person employed other than a member of the immediate family residing in the Unit, (iv) no mechanical or electrical equipment used, other than computers and other office equipment; and (v) no material increase in vehicular or pedestrian traffic to and from the unit as a result of the home occupation over the amount of traffic normally associated with a unit used solely for dwelling purposes.

4. **Animals.** Except for common indoor household pets, including dogs, cats, small caged birds, small caged rodents, small caged reptiles and fish, which shall be permitted only as provided in this Section, no animal shall be kept in any Unit or the Common Elements appurtenant to such Unit. No more than 2 dogs, cats or combination thereof, shall be kept in any Unit. Chickens shall not be kept in any Unit or the Common Elements.

No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal, or animal breed commonly perceived as such, shall be kept, including, but in no way limited to, pit bull dogs. No pets may be permitted to run loose upon the Common Elements. The owner of any pet shall be responsible for cleaning up after it. Deposits of fecal matter shall be immediately removed by the owner of the pet dropping them. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in these Bylaws for monthly maintenance fees if the Association determines the assessment is necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium.

The Association may, without liability to the owner, cause to be removed, any animal from the Condominium which it determines to be in violation of these restrictions. The Association may require that animals be registered with it and may adopt such additional reasonable rules with respect to animals as it may deem proper. The Association may require the removal from the



Condominium of any animal which is the subject of repeated complaints and may require the removal of all animals of any Owner if the Association receives repeated complaints regarding the failure of the Owner to comply with these restrictions. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association from any damage, loss or liability which might accrue to the Association as a result of the presence of the animal in the Condominium regardless of whether the animal's presence is permitted.

5. **Vehicles and Parking.** All vehicles shall be parked fully inside a garage, or upon the Unit Owner's driveway. Parking on the private road known as Maplewood Court is prohibited at all times. No recreational vehicles, all terrain vehicles, house trailers, commercial vehicles, boat trailers, storage trailers, boats, boat lifts, campers, motor homes, snowmobiles, snowmobile trailers, jet skis or other personal watercraft, or vehicles other than automobiles (which shall include light trucks and vans) and motorcycles may be visibly parked or stored outside upon the premises of the Condominium at any time, except for temporary loading and unloading. Campers and similar vehicles may be kept at the Condominium, but only fully inside a garage. Anything stored inside a garage shall be completely within the garage and all garage doors must be kept closed at all times when they are not in use. Any unassigned parking areas outside of garages shall be reserved for the general use of the temporary (not to exceed 24 hours) use of the guests of Owners. No inoperable vehicle or vehicle without a valid license plate may be parked outside of a garage. Each Owner shall, if the Association shall require, register all vehicles parked in the Condominium with the Association. No recreational vehicle shall be operated within the boundaries of the Condominium, except an Owner may drive to and from their garage as long as they operate the recreational vehicle in a safe and considerate manner. Commercial vehicles shall not be parked in the Condominium (unless fully inside a garage) except while making deliveries or pickups in the normal course of business. No off-season storage of vehicles, including those described in this paragraph, shall be allowed except in garages with the garage door closed.

6. **Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Owners, arising as a result of the provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner shall store flammable or hazardous substances in his Unit or garage. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

7. **Waste Disposal.** All waste, debris, and trash from each Unit shall be stored and placed in suitable and safe covered containers for removal which shall be kept inside garages or other fully enclosed and conspicuous areas, except for short periods of time as may be reasonably necessary to permit periodic collection, not less often than once per week. If the Association provides dumpsters, then all trash shall be deposited in the dumpster. The Association may limit

trash collection to one or more specific days and/or require that all Owners contract for trash removal with the same waste hauler.

8. **Signs.** No signs or any advertising will be displayed on any Unit unless their size, form and number are first approved in writing by the Developer during the Development and Sales Period and by the Board of Directors after that. Nothing in these Bylaws will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale or lease of Units. All signs in the Condominium Project must comply with zoning regulations which are in effect at the time of erection of the sign. No signs shall be placed in the windows of any building or structure.

9. **Swimming Pools and Hot Tubs.** Private swimming pools are prohibited. Hot tubs are permitted if approved in writing by the Developer during the Development and Sales Period, or the Association's Board thereafter.

10. **Playground Equipment.** No playground equipment may be placed on or attached to any portion of the Common Elements, either permanently or temporarily.

11. **Satellite Dishes and Antennae.** No Owner may attach an external tower, windmill or generator, satellite dish or television or radio antenna or aerial to his or her Unit unless approved in writing by the Developer or the Association. Any satellite dish permitted under this section must be 40" or smaller, cannot protrude more than two (2) feet from the building, and must be attached or adjacent to the Owner's Unit.

12. **Window Treatments and Curtains.** The exterior facing side of all window treatments and curtains shall be neutral in tone and color, in conformity with the general harmony and exterior appearance of the entire Condominium.

13. **Landscaping.** Trees, plantings and other landscaping within the Limited Common Elements shall not be removed without the prior written approval of the Board of Directors. An Owner is permitted to plant annuals and vegetables within the Limited Common Elements appurtenant to that Owner's Unit.

14. **Porches and Patios.** No unsightly condition shall be maintained upon any porches, balconies, decks, terraces and patios, and/or any other open area of any Unit (collectively, "porches and patios") or the Common Elements. No alterations may be made to any porches and patios without the prior written consent of the Association. Such approval may be granted, withheld or conditioned by the Association in its sole discretion.

15. **Garage Sales.** One garage sale per year may be held at each Unit. No additional garage sales will be allowed unless prior written approval is granted by the Association.

16. **Flags.** One American flag, which shall not exceed a maximum size of 3' x 5', may be displayed from each Unit. No other flags will be allowed unless prior written approval is granted by the Association.

**17. Furniture; Equipment.** No item of equipment, furniture, lawn ornament, or any other large movable item shall be kept in a place that is visible from the exterior of the Unit, except lawn furniture, picnic tables, or barbecue grills located on porches and patios (but not front steps or stoops), provided the same are kept in neat and good condition. All other items shall be stored in the Unit, a garage or other building.

**18. Holiday Decorations.** No holiday decorations shall be placed on the exterior of a Unit or the Common Elements, except as expressly permitted by rules and regulations adopted by the Association.

**19. Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by an Owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

**20. Improvements and Modifications for Handicapped Persons.**

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), an Owner may make improvements or modifications to his or her Unit, including improvements or modifications to the Common Elements and to the route from the public way to the door of the Owner's Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for handicapped persons, or to alleviate conditions that could be hazardous to handicapped persons. The improvement or modification shall not impair the structural integrity of a structure, impair any soundproofing or otherwise lessen the support of a portion of the Project. The Owner shall be liable for cost of repairing any damage to a Common Element caused by building or maintaining the improvements or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modification shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Unit and shall not unreasonably prevent passage by other residents of the Project.

(b) An Owner who has made exterior improvements or modifications for handicap access must notify the Association in writing of his intention to convey or lease his or her Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Owner remove the improvement or modification at his or her own expense. If the Owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Owner to remove the improvement or modification at the Owners' expense. However, the

Association may not remove or require the removal of the improvement or modification if the Owner conveys or leases his or her Unit to a handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is handicapped, requires the same type of improvement or modification, and resides with the person.

(c) If a Owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Owner shall not be required to maintain liability insurance with respect to any Common Element. The Association shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included within the regular maintenance performed by or paid for by the Association, in which case the Owner shall be responsible for the cost of the maintenance of the improvement or modification.

(d) Before an improvement or modification under this Section is made, the Owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Owner may make the proposed improvement or modification without the Association's approval. An Owner may bring an action against the Association and its officers and directors to compel them to comply with the provisions of MCL 559.147a, MSA 26.50(147a), if the Owner disagrees with the denial.

**21. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant to the Unit from time to time, during reasonable working hours, upon notice to the Owner as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant to the Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant to it during all periods of absence, and in the event of the failure of such Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant to the Unit caused by such access or for repair or replacement of any doors or windows damaged in gaining such access.

**22. Alterations; Blocking Access.** No Owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, satellite dishes, lights, aerials, awnings, windows, doors, shutters, or other exterior attachments or modifications. Also, no Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation of it has been approved under these Bylaws, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. All alterations or modifications for persons with disabilities as defined in Section 2 of the State Construction Code Act of 1972, 1972 P.A. 230, MCL 125.1502, shall be subject to Section 47a of the Michigan Condominium Act.

**23. Common Element Maintenance.** Landscaped areas, yards, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

**24. Maintenance.** Each Owner shall maintain his Unit and any Limited Common Elements appurtenant to it for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article X of these Bylaws.

**25. Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments shall be furnished to all Owners.

## 26. Reserved Rights of Developer.

(a) **Architectural Control.** No one other than the Developer will be entitled to alter the nature or appearance of any improvements constructed within the boundaries of a Condominium Unit or the Limited Common Elements appurtenant thereto without the prior written consent of the Developer, which consent may be withheld by the Developer in its absolute discretion. No building, wall, road, sidewalk or other structure or improvements will be placed on the Condominium Premises unless the plans and specifications therefore showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Premises after construction or alteration to a condition satisfactory to the Developer.

Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Owner whose proposed residence and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

The purpose of this Article is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential building development, and will be binding upon the Association and all Owners. Developer's rights under this Section may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article XIII shall apply to the commercial activities (including, but not limited to, the construction and showing of parade homes and model homes) or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes stated in this Agreement and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary in these Bylaws, Developer and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to engage in any useful construction activities during working construction hours, to the fullest extent and for the maximum hours permitted under local ordinances, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to

do so during the entire Development and Sales Period. Notwithstanding anything to the contrary in these Bylaws, Developer, and its duly authorized agents, representatives, employees, and residential builders who receive an assignment of rights from the Developer, shall have the right to maintain a sales office, a business office, a construction office, 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; and may continue to do so during the entire Development and Sales Period. The Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws. After the Development and Sales Period, the Board of Directors shall have the right to enforce these Bylaws.

**27. PUD Restrictions.** The Condominium Project is part of a Planned Unit Development ("PUD") approved by the City of Holland. The Condominium Project is subject to the PUD conditions and regulations imposed by the City of Holland, and must at all times comply with the provisions, requirements and conditions of the PUD approval.

**28. Sale of Units.** No Unit may be offered for sale except through a qualified licensed real estate broker approved in writing by the Association; provided, however, that the Association may permit Unit Owners to sell their Units under their own auspices if the Owners demonstrate sufficient knowledge of real estate sales practices and a sufficient marketing plan to protect the harmony of the project and to prevent the value of the Units from being diminished.

**29. Binding Effect.** These restrictions shall run with the Condominium Premises and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and the Unit Owners and their Owners, and their successors and assigns, forever.

## **ARTICLE XIV**

### **Leases**

1. **Right to Lease.** An Owner may lease or sell his Unit for residential usage purposes; provided that written disclosure of the lease transaction is submitted to the Board of Directors of the Association in the manner specified in this Article. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of this Article and the Condominium Documents. The Developer may lease any number of Units in its discretion without regard to these restrictions, except that the Developer must comply with the notice provisions of Section 2 below only.

2. **Notice.** An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or

otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Owner shall also provide the Association with a copy of the executed lease. If no lease form is to be used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. No Owner may lease less than the entire Unit.

3. **Approval.** After the required notice and all information requested has been provided, the Board or its designee shall approve or disapprove the proposed lease within 15 days. If the Board or its designee neither approves nor disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval. The Association shall not be liable for its acts or omissions concerning any lease provided by or approved by the Board. The Owner should consult with legal counsel concerning the lease.

4. **Disapproval.** Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease when the payment of assessments for that Unit is delinquent.

5. **Failure to Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

6. **Term of Lease.** No Unit may be leased for a period of less than 6 months. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

7. **Occupancy During Lease Term.** No one but the lessee, his family as defined in Paragraph 1 of Article XIII of these Bylaws, and their guests may occupy the Unit.

8. **Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

9. **Security Deposits.** The Board may require lessees to place a security deposit with the Association.

10. **Compliance.** Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.



11. **Failure to Comply.** If the Association determines that the tenant or non-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action, in addition to other action it may take:

(a) The Association shall notify the Owner by certified mail, advising of the alleged violation by the tenant. The Association may also notify the Owner personally, by telephonic facsimile or first class mail advising of the alleged violation by the tenant.

(b) The Owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Unit or Condominium Project.

12. **Arrearages.** When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Owner or the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to Section 112(4)(b) of the Act.

## **ARTICLE XV**

### **Mortgages**

1. **Notice to Association.** Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project

written notification of any default in the performance of the obligations of the Owner of such Unit that is not cured within 60 days.

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

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

## ARTICLE XVI Amendments

1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Owners by instrument in writing signed by them.

2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

3. **Voting.** These Bylaws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. For purposes of this voting, each co-owner will have one (1) vote for each Unit owned, including as to the Developer all Units created by the Master Deed but not yet conveyed. These Bylaws shall not be amended without the prior written consent of the Developer so long as the Developer continues to offer any Unit for sale.

4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of an Owner or mortgagee.

5. **Amendments Not Materially Changing Condominium Bylaws.** The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any co-owner or mortgagee, provided that the amendments shall not materially alter or change the rights of a co-owner or mortgagee.

6. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Ottawa County Register of Deeds.

7. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE XVII Compliance**

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry in the Condominium Premise shall signify that if the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## **ARTICLE XVIII Definitions**

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

## **ARTICLE XIX Remedies for Default**

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney's fees.

3. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights stated above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the

Condominium Documents. The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized under these Bylaws.

4. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the Condominium Premises. 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 set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article II, Section 4 of the Bylaws.

(b) **Opportunity to Defend.** The offending 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 but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

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

(e) **Hearing and Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the 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.

(f) **Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(1) **First Violation.** No fine shall be levied.

(2) **Second Violation.** One Hundred Dollar (\$100.00) fine.

(3) **Third Violation.** Two Hundred Dollar (\$200.00) fine.

(4) **Fourth Violation and Subsequent Violations.** Five Hundred Dollar (\$500.00) fine.

(g) **Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents.

5. **Nonwaiver of Right.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition in the future shall not operate as a waiver.

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

7. **Enforcement of Provisions of Condominium Document.** An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## **ARTICLE XX**

### **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 shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall have the same rights and powers as have been given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successor 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 shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXI**  
**Arbitration**

1. **Scope and Election.** Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3. **Election of Remedies.** Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

**ARTICLE XXII**  
**Severability**

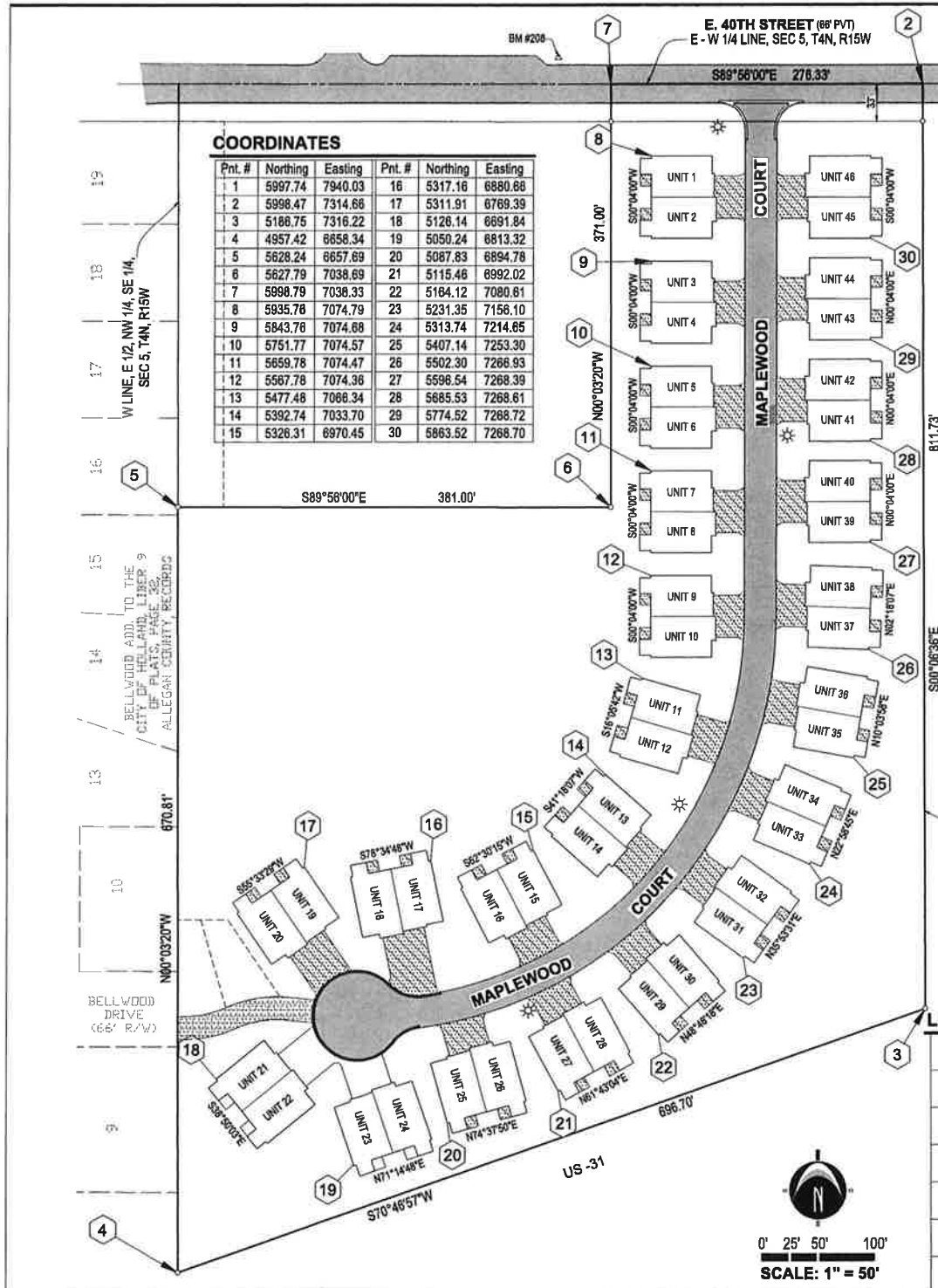
In the event that any of the terms, provisions or covenants of these Bylaws of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other remaining portions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

# SURVEY & SITE PLAN MAPLEWOOD VILLAGE

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, GRAND RAPIDS, MI 49503

## COORDINATES

Pnt. #	Northing	Easting	Pnt. #	Northing	Easting
1	5997.74	7940.03	16	5317.16	6880.68
2	5998.47	7314.66	17	5311.91	6769.39
3	5186.75	7316.22	18	5126.14	6891.84
4	4957.42	6658.34	19	5050.24	6813.32
5	5628.24	6657.69	20	5087.83	6894.78
6	5627.79	7038.69	21	5115.46	6892.02
7	5898.79	7038.33	22	5164.12	7080.61
8	5935.78	7074.79	23	5231.35	7158.10
9	5843.76	7074.68	24	5313.74	7214.65
10	5751.77	7074.57	25	5407.14	7253.30
11	5659.78	7074.47	26	5502.30	7266.93
12	5567.78	7074.38	27	5598.54	7268.39
13	5477.48	7066.34	28	5685.53	7268.61
14	5392.74	7033.70	29	5774.52	7268.72
15	5326.31	6970.45	30	5863.52	7268.70



## GENERAL NOTES

- 1) Benchmark #407 Elevation: 646.24 (NAVD88), Northeast Flange bolt under "EAST" on Hydrant, North side of 40th Street, 27'± West of drive for house #119, 1.1'± above ground level. Benchmark #208 Elevation: 644.78 (NAVD88), Northeast Flange bolt under "EAST" on Hydrant, North side of 40th Street, 6'± West of concrete drive for house #81, 1.1'± above ground level.
- 2) Bearings as shown hereon are based on the E-W 1/4 line of Section 5 bearing N89°56'00"W per the recorded plat of "Bellwood Add. to the City of Holland" as recorded in Liber 9 of Plats, Page 32.
- 3) Iron bars 1/2 Inch in diameter and 36 inches in length and encased in 4" of concrete have been placed at all boundary corners.
- 4) All dimensions are in feet.
- 5) All curve dimensions are arc distances.
- 6) Flood Plain Note: Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 26139C, Panel Number 0315E, the flood map for the subject has a status of "not printed" indicating "NO SPECIAL FLOOD HAZARD AREAS, ZONE X". No field surveying was performed to determine this zone.
- 7) The total area of the condominium is 10.75 Acres.
- 8) Each structure shall be located in strict compliance with the ordinances of the City of Holland, Allegan County, and the State of Michigan.
- 9) All improvements and utilities needed for Units 1 through 2 must be built.
- 10) Building interior dimensions are derived from field observations and architectural plans provided by: Architects Name and Address. This condominium subdivision plan reflects the individual unit ownership lines and should not be used or relied upon for any architectural renovations.
- 11) All land, airspace, and rooftop area of the project located outside of the building is general common element and is convertible area, unless otherwise designated.
- 12) All unsold units and limited common element areas, and all general common element areas are convertible areas.
- 13) Unit square footages shown are inclusive of interior partitioning within units and may include square footage occupied by structural load bearing building components. It is not the intent of these drawings to detail the dimensions or placement of said components, said components being general common elements.
- 14) Prior to excavation, contact MISS DIG (1-800-482-7171) three working days in advance.
- 15) Utility Note: All the utilities will be shown on the "As-Built" plans, including service size and meter locations.

## SURVEYOR'S CERTIFICATE

I, Randal J. Vugteveen, Professional Surveyor of the State of Michigan, hereby certify: That the subdivision plan known as Maplewood Village, Allegan County Condominium Subdivision Plan No. 301 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 will be placed in the ground within 12 months from recordation of the Condominium Subdivision Plan 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.

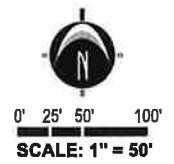
Date: Dec 26, 2018  
  
 Randal J. Vugteveen  
 Professional Surveyor No. 28429  
 NEDERVELD, INC.



PROPOSED DATED DECEMBER 26, 2018

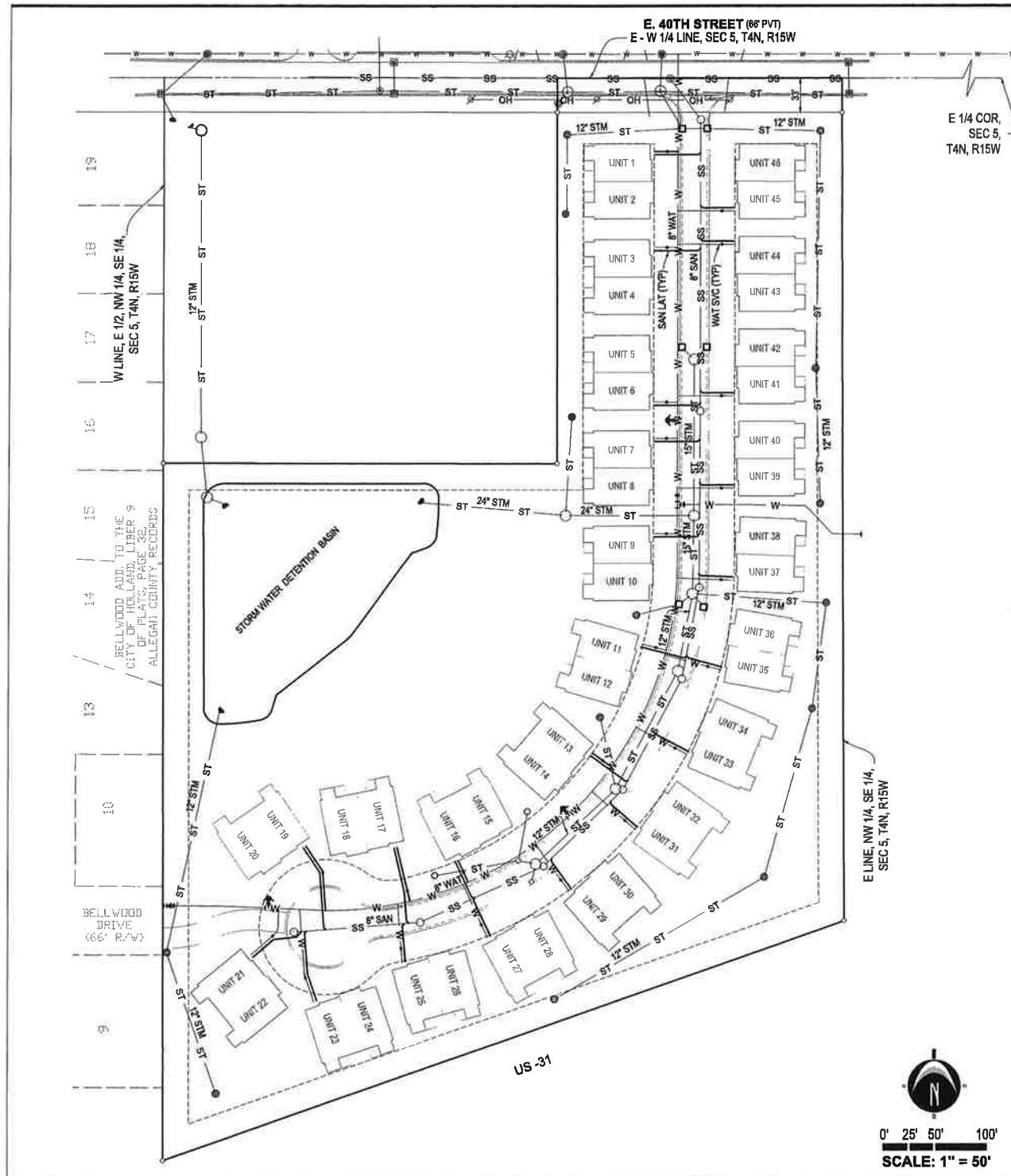
### LEGEND

	Concrete Monument
	Light Pole
	Asphalt
	Concrete
	Emergency Vehicle Ingress & Egress
	General Common Element
	Limited Common Element



# UTILITY PLAN MAPLEWOOD VILLAGE

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, GRAND RAPIDS, MI 49503

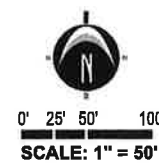


## LEGEND

	HYDRANT
	SANITARY MANHOLE
	DRAIN MANHOLE
	DRAIN CATCH BASINS
	UTILITY POLE
	OVERHEAD UTILITY
	SANITARY
	STORM
	WATERMAIN

## UTILITY NOTE

Additional utilities, such as gas, electric, telephone, cable, etc., will be shown on the as-built plans at such time as they are completed. Information on the proposed location of these utilities, as well as those shown hereon, may be able to be obtained from the appropriate individual utility company.



*[Signature]*

PROPOSED DATED DECEMBER 26, 2018

SHEET NO. 3




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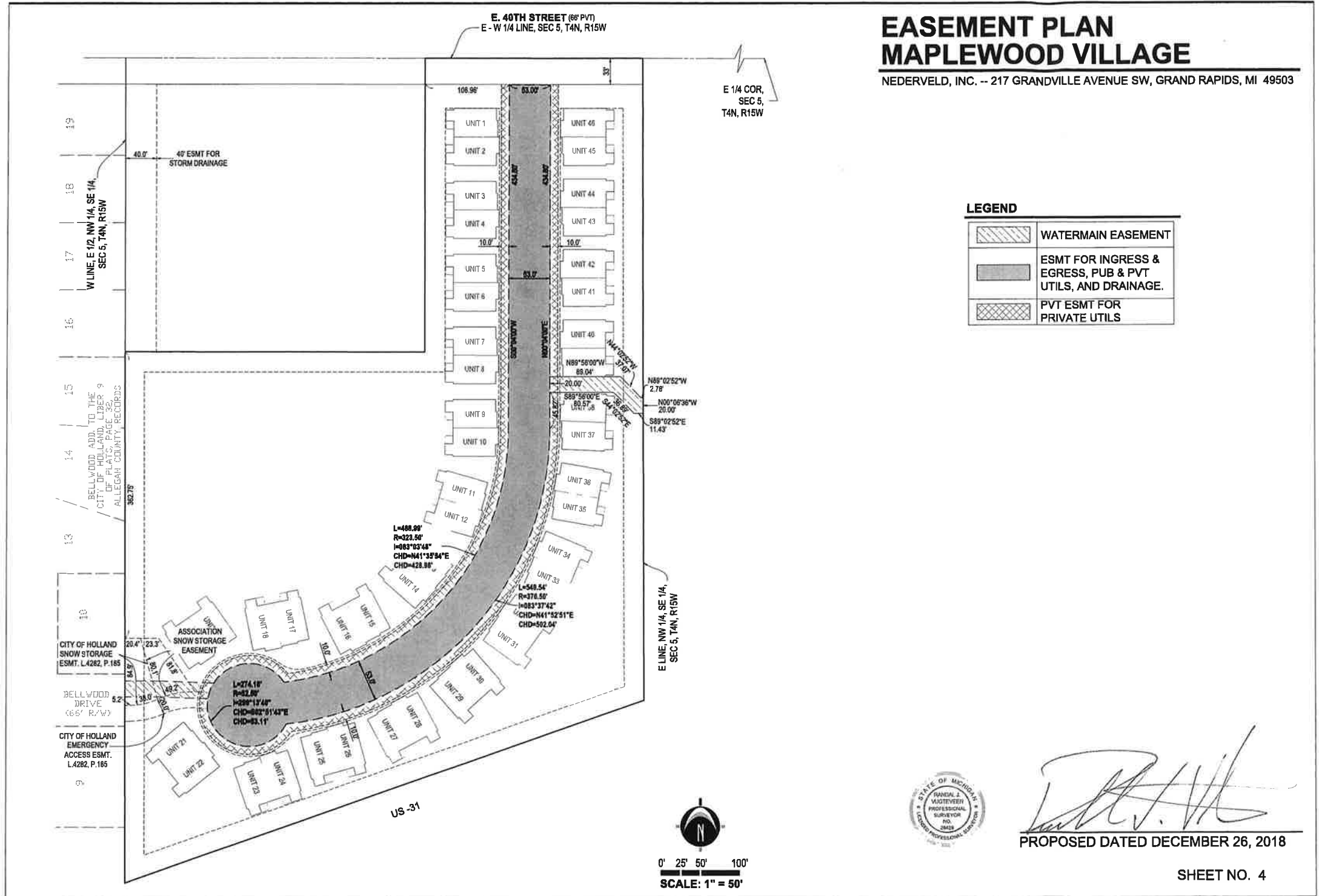


# EASEMENT PLAN MAPLEWOOD VILLAGE

NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, GRAND RAPIDS, MI 49503

## LEGEND

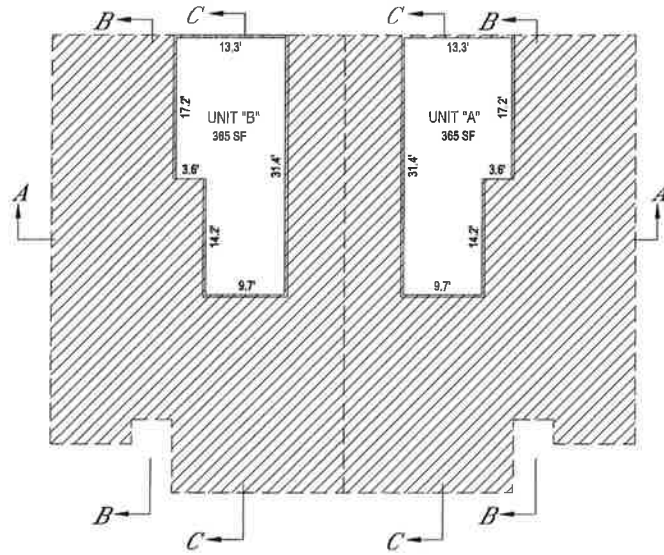
	WATERMAIN EASEMENT
	ESMT FOR INGRESS & EGRESS, PUB & PVT UTILS, AND DRAINAGE.
	PVT ESMT FOR PRIVATE UTILS



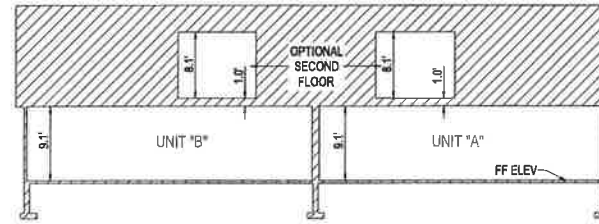
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# BUILDING TYPE 1 PLANS & SECTIONS MAPLEWOOD VILLAGE

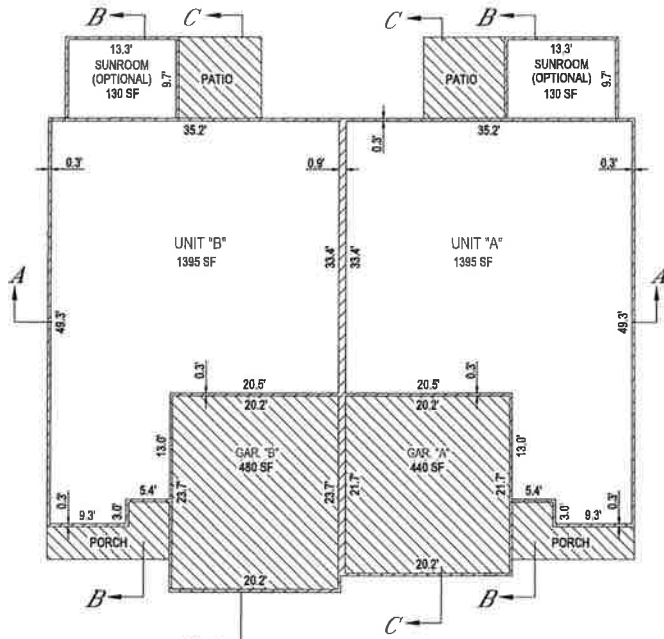
NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, GRAND RAPIDS, MI 49503



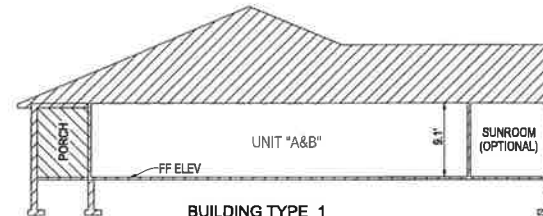
BUILDING TYPE 1  
SECOND FLOOR (OPT.)



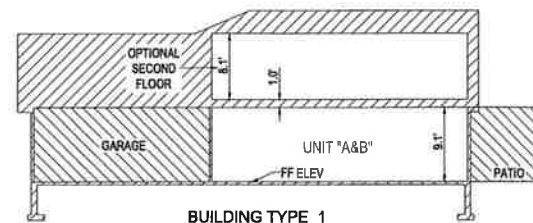
BUILDING TYPE 1  
SECTION "A-A"



BUILDING TYPE 1  
GROUND FLOOR



BUILDING TYPE 1  
SECTION "B-B" (TYP)



BUILDING TYPE 1  
SECTION "C-C" (TYP)

**LEGEND**

	General Common Element
	Limited Common Element



**Building Details**

Unit #	Bldg. Type	Unit Type	1st Floor Area	2nd Floor Area (Opt)	Sun Room Area	Total Area w/o Gar.	Garage Area	F.F. Elev.
1	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	647.9
2	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
3	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	649.0
4	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
5	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	648.7
6	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
7	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	650.15
8	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
9	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	651.85
10	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
11	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	654.0
12	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
13	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	656.0
14	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
15	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	655.4
16	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
17	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	657.5
18	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
19	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	658.2
20	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
21	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	658.25
22	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
23	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	658.0
24	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
25	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	656.9
26	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
27	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	655.5
28	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
29	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	655.6
30	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
31	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	655.9
32	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
33	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	654.6
34	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
35	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	653.15
36	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
37	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	651.6
38	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
39	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	650.0
40	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
41	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	648.7
42	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
43	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	649.0
44	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	
45	No. 1	A	1395 SF	N/A	130 SF	1525 SF	440 SF	647.9
46	No. 1	B	1395 SF	N/A	130 SF	1525 SF	480 SF	

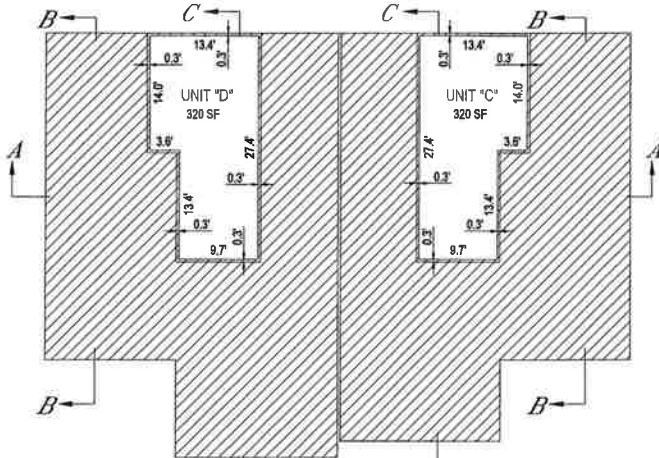


*[Signature]*  
PROPOSED DATED DECEMBER 26, 2018

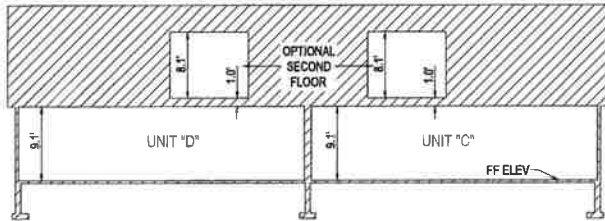
SHEET NO. 5

# BUILDING TYPE 2 PLANS & SECTIONS MAPLEWOOD VILLAGE

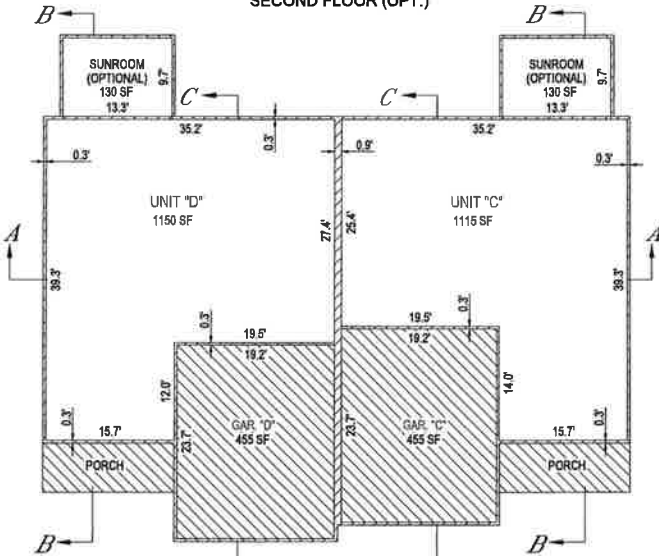
NEDERVELD, INC. -- 217 GRANDVILLE AVENUE SW, GRAND RAPIDS, MI 49503



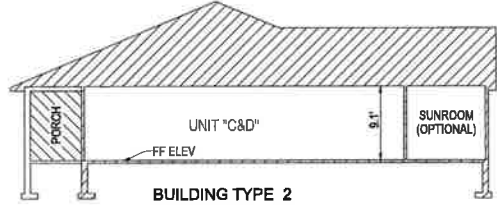
BUILDING TYPE 2  
SECOND FLOOR (OPT.)



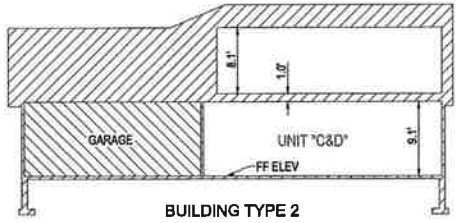
BUILDING TYPE 2  
SECTION "A-A"



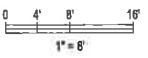
BUILDING TYPE 2  
GROUND FLOOR



BUILDING TYPE 2  
SECTION "B-B" (TYP)



BUILDING TYPE 2  
SECTION "C-C" (TYP)



**LEGEND**

	General Common Element
	Limited Common Element



*[Signature]*  
PROPOSED DATED DECEMBER 26, 2018

SHEET NO. 6

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ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 304  
EXHIBIT "B" TO THE MASTER DEED OF:

# MAPLEWOOD VILLAGE

Part of the Southeast 1/4 of Section 5, Town 4 North,  
Range 15 West, City of Holland, Allegan County, Michigan

EXHIBIT "B"

**DEVELOPER**

Maplewood Village Development, LLC  
107 E 18th St.  
Holland, MI 49423

**SURVEYOR**

Nederveld, Inc.  
217 Grandville Avenue SW  
Suite 302  
Grand Rapids, Michigan 49503

**DESCRIPTION**

Part of the Southeast 1/4 of Section 5, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N89°56'00"W 1314.66 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence S00°06'36"E 811.73 feet along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence S70°46'57"W 696.70 feet along the Northerly Right of Way of Highway US-31; thence N00°03'20"W 670.81 feet along the West line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section, also being the boundary of Bellwood Add. to the City of Holland, L. 9 of Plats, P. 32; thence S89°56'00"E 381.00 feet; thence N00°03'20"W 371.00 feet; thence S89°56'00"E 276.33 feet along said East-West 1/4 line to the Point of Beginning. Contains 10.74 Acres.

**NOTE**

This 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.

**ATTENTION COUNTY REGISTER OF DEEDS**

The Condominium Subdivision Plan Number must be assigned in consecutive sequence. When a number has been assigned to this project it must be properly shown on this sheet and in the Surveyors Certificate on Sheet No. 2.



**SHEET INDEX**

- 1) Cover Sheet
- 2) Survey & Site Plan
- 3) Utility Plan
- 4) Easement Plan
- 5) Building Type 1 Plans & Sections
- 6) Building Type 2 Plans & Sections



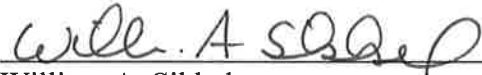
PROPOSED DATED DECEMBER 26, 2018

COVER SHEET  
SHEET NO. 1


**Exhibit C**  
**to**  
**Master Deed of Maplewood Village Condominium**  
  
**AFFIDAVIT OF MAILING**

William A. Sikkel deposes and says:

1. I am the attorney for the Developer of Maplewood Village Condominium.
  
2. On November 28, 2018, I mailed by certified mail, return receipt requested, a written Notice of Intent to Establish Condominium Project pursuant to the Michigan Condominium Act (Act No. 59 of Public Acts of 1978, as amended) (the "Act") to the persons required by Section 71 of the Act.

  
\_\_\_\_\_  
William A. Sikkel

Signed and sworn to before me in Ottawa County, Michigan on December 24, 2018 by William A. Sikkel.

  
\_\_\_\_\_  
James D. Stone  
Notary Public, Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My Commission Expires: August 19, 2024