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REGISTER OF DEEDS
OTTAWA COUNTY, MI

MASTER DEED

FAIRVIEW SHORES CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

Ottawa County Condominium Subdivision Plan No. 209

(1) Master Deed establishing Fairview Shores Condominiums, a Condominium Project.

(2) Exhibit A to Master Deed: Condominium By-Laws of Fairview Shores Condominiums.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan for Fairview Shores Condominiums.

(4) Exhibit C to Master Deed: Mortgagees Consent to Submission to Condominium Ownership.

(5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

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

$ 119.00 MASTER DEED
$1.00 TAX CERTS

This Instrument Drafted by: William K. Van't Hof
Varnum, Riddering, Schmidt & Howlett
Bridgewater Place - P.O. Box 352
Grand Rapids, Michigan 49501-0352

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MASTER DEED

FAIRVIEW SHORES CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

This Master Deed is signed on the 10th day of June, 1997, by Geenen DeKock Properties, L.L.C., a Michigan limited liability company, of 400-136th Avenue, Holland, Michigan (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in the construction of an expandable Condominium Project to be known as Fairview Shores Condominiums (the "Project"), according to development plans approved by Zeeland Township, Ottawa County, Michigan on a parcel of land described in Article II; and

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

C. The Developer does, upon the recording of this Master Deed, establish Fairview Shores Condominiums as a Condominium Project under the Act and declares that the Project shall be held, conveyed, 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 contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential condominium. The 23 Condominium Units which will be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual

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utilization by reason of having its own entrance from and exit to a common element of the Project.

1.2 **Co-Owner Rights.** Each Co-owner in the Project shall have an exclusive property right to his Unit and to the limited common elements which are appurtenant to his Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 **Condominium Property.** The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is described as follows:

> That part of the SE 1/4, Section 19 and NE 1/4, Section 30, T5N, R14W, Zeeland Township, Ottawa County, Michigan, described as: BEGINNING at a point on the South line of said SE 1/4, which is S89°17'50"W 60.51 feet from the SE corner of Section 19; thence S89°17'50"W 10.09 feet along said South line of the SE 1/4; thence S00°22'37"E 288.28 feet along the Westerly Right-of-Way line of 88th Avenue; thence S71°37'30"W 286.11 feet along the Northerly R.O.W. line of Highway I-196; thence N03°30'00"E 456.14 feet; thence N56°30'00"W 120.00 feet; thence N28°00'00"W 175.00 feet; thence S90°00'00"W 360.00 feet; thence N00°00'00"E 350.00 feet; thence N52°06'00"E 565.00 feet; thence S00°00'15"E 258.56 feet; thence N89°08'15'E 408.74 feet; thence S00°00'15"E 11.18 feet along the East line of said SE 1/4 of Section 19; thence S89°43'05"W 63.17 feet; thence S00°12'47"E 730.62 feet along the Westerly R.O.W. line of 88th Avenue to the Place of Beginning. This parcel contains 13.150 Acres.

ARTICLE III

DEFINITIONS

3.1 **Definitions.** Certain terms are used in this Master Deed and in various other instruments such as, by way of example and not of limitation, the Articles of Incorporation, Association By-Laws and Rules and Regulations of the Fairview Shores Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

> (a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

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

(c) **Association.** "Association" or "Association of Co-owners" means Fairview Shores Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

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

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

(f) **Condominium By-Laws.** "Condominium By-Laws" means Exhibit "A" to this Master Deed, which are the By-Laws which describe the substantive rights and obligations of the Co-owners.

(g) **Condominium Documents.** "Condominium Documents" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board of Directors and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) **Condominium Property.** "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(i) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey, floor plans and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

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

(k) **Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including

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the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(l) **Developer.** "Developer" means Geenen DeKock Properties, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, its successors and/or assigns.

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

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

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

(p) **Master Deed.** "Master Deed" means this instrument, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

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

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

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

3.2 **Applicability.** Whenever any reference is made to one gender, it will be assumed to include any and all genders where

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such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

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

(a) **Land.** The land described in Article II of this Master Deed, including easement interests of the Condominium provided to it for ingress, egress and utility installation over, across and through adjoining non-condominium properties;

(b) **Improvements.** The private drive(s) and the common walkways, lawns, yards, trees, shrubs and other improvements;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(d) **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(e) **Heating and Air-Conditioning.** The heating and/or air-conditioning conduits and ducts throughout the common area of the Project, including those conduits and ducts contained within common walls, floors and ceilings.

(f) **Water.** The underground sprinkling system, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(g) **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(h) **Storm Drainage.** The storm drainage and/or water retention system throughout the Project;

(i) **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

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(j) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(k) **Building Elements.** The foundations, roofs, perimeter walls and other walls as shown on Exhibit B (including doors and chimneys), ceilings and floors, entrances and exits of the Project;

(l) **Common Spaces.** The common attic spaces, and the portions of any garage or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan;

(m) **Entry Improvements.** The entry signage and other improvements located at or near the entrance to the Project;

(n) **Private Lakes.** The private lakes, existing and proposed, which are located on the Condominium Property; and

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

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

4.2 **Limited Common Elements.** The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Condominium Unit and supplying service to that Unit alone;

(b) **Decks, Patios and Porches.** The deck, sun room, porch and/or stoop appurtenant to each of the Units in the Project;

(c) **Driveways and Sidewalks.** The driveway leading

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to the garage and the sidewalk leading to the porch, which are appurtenant to the units which they service;

(d) **Heating and Cooling Appliances.** The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only that Unit;

(e) **Windows and Sliders.** The automatic garage opening mechanism and the windows, sliders and/or screens located within or adjacent to any Unit perimeter wall;

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

(g) **Interior Unit Surfaces.** The interior surfaces of perimeter walls, doors, ceilings and floors located within a Condominium Unit; and

(h) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

In the event that no specific assignment of all the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 **Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Except as provided in this subsection, all costs of maintenance, repair and replacement of the Limited Common Elements described in Section 4.2 shall be the responsibility of the Co-owners of the Unit or Units to which such Limited Common Elements are appurtenant. Individual Co-owners shall not be responsible however, for the snowplowing, repair or long term maintenance of the driveways and sidewalks described in Section 4.2(c).

(b) **Unit Improvements.** If any Unit Owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the Unit exterior or the Common

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Elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

(c) **Association Oversight.** The appearance of the decks, sun rooms, porches, stoops, driveways and sidewalks shall at all times be subject to the approval of the Association. In the event that the cleaning and decoration of such Common Elements by the responsible Co-owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Owner responsible for cleaning, decoration and maintenance.

(d) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above, including the snowplowing, repair and long term maintenance of all driveways and sidewalks, shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

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

4.5 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed ass-

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igning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by Exxel Engineering, Inc. consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with the Township of Zeeland, Ottawa County, Michigan. Each such Unit shall include all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Condominium Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Determination of Percentages. The total value of the Project is 100, and the percentage of 100 assigned to each Condominium Unit in Phase I of the Project shall be equal. The determination that Percentages of Value for all such Units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them as far as the allocation of Percentages of Value is concerned. Except as otherwise provided in this Master Deed, such Percentages may be changed only in the manner described in Article IX, expressed in an amendment to the Master Deed and recorded in the public records of Ottawa County, Michigan; provided, that the Developer reserves the exclusive right to adjust such Percentages prorata pursuant to the formula described above as subsequent phases are added to the Project without the consent of any Co-owner, mortgagee or other interested person.

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5.3 **Unit Modification.** The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee or other interested 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 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 which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.

5.4 **Conditions Precedent.** Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.4 of this Master Deed.

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 **Future Development Area.** The Condominium Project established by this Master Deed consists of 23 Condominium Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 124 Units. Additional Units, if any, will be established upon all or some portion of the following described land (the "Future Development Area"):

> That part of the SE 1/4, Section 19 and NE 1/4, Section 30, T5N, R14W, Zeeland Township, Ottawa County, Michigan, described as: BEGINNING at a point on the South line of said SE 1/4, which is S89°17'50"W 317.28 feet from the SE corner of Section 19; thence S03°30'00"W 376.14 feet to the Northerly Right-of-Way line of Highway I-196; thence S71°37'30"W 1032.56 feet along said Northerly line; thence N00°00'19"W 2009.64 feet along the East line, and its extension thereof, of Maple Lake Village, Ottawa County Condominium Subdivision Plan No. 103; thence N89°08'15"E 911.64 feet along the North line of the South 1/2 of the SE 1/4 of Section 19; thence S00°00'15"E

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324.76 feet; thence S52°06'00"W 565.00 feet; thence S00°00'00"W350.00 feet; thence N90°00'00"E 360.00 feet; thence S28°00'00"E 175.00 feet; thence S56°30'00"E 120.00 feet; thence S03°30'00"W 80.00 feet to the Place of Beginning. This parcel contains 34.460 Acres.

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Future Development Area which is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this Article will in any way obligate the Developer to enlarge the Condominium Project beyond the initial phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Future Development Area as described in this Article nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such readjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional

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parcel or parcels being added to the Project. In connection with any such amendment(s), the Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels 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 the Units to be located within the additional parcel or parcels being added.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of 23 Condominium Units and may, at the election of the Developer, be contracted to a minimum of 10 Units.

7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the recording of a Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article II; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as 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 portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining

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Units in the Project with reasonable access and utility service to such Units.

7.3 **Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not detrimental to the adjoining residential development.

7.4 **Amendment(s) to Master Deed.** A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

7.5 **Additional Provisions.** Any amendment or amendments 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 create easements burdening or benefitting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE VIII

EASEMENTS

8.1 **Easements for Maintenance and Repair.** Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of

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the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-Laws.

8.2 Easements Reserved by Developer. Until the sale of all Units that may be created under the provisions of Article VI of this Master Deed or of any other project developed by the Developer or its successors on the property described in Article VI has been completed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit owned by it and to and from all or any portion of the land described in Article VI; and

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

Provided, that if the Article VI property is not added to this Project the easements described above shall be permanent, subject to payment by the owners of the benefitted property of a reasonable share of the cost of maintenance and repair of the improvements constructed on such easements.

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

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the

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Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Ottawa County, Michigan.

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

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (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 Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) **Material Changes.** The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for Phase I of the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of expansion, 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 or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.

(c) **Compliance with Law.** Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or

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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 Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) **Consolidating Master Deed.** A Consolidating Master Deed or As-Built Amendment shall be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

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

9.3 **Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the public records of Ottawa County, Michigan.

(b) **Real Property Ownership.** Upon recordation of an instrument terminating the Project, the property constituting the Condominium shall be owned by the

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

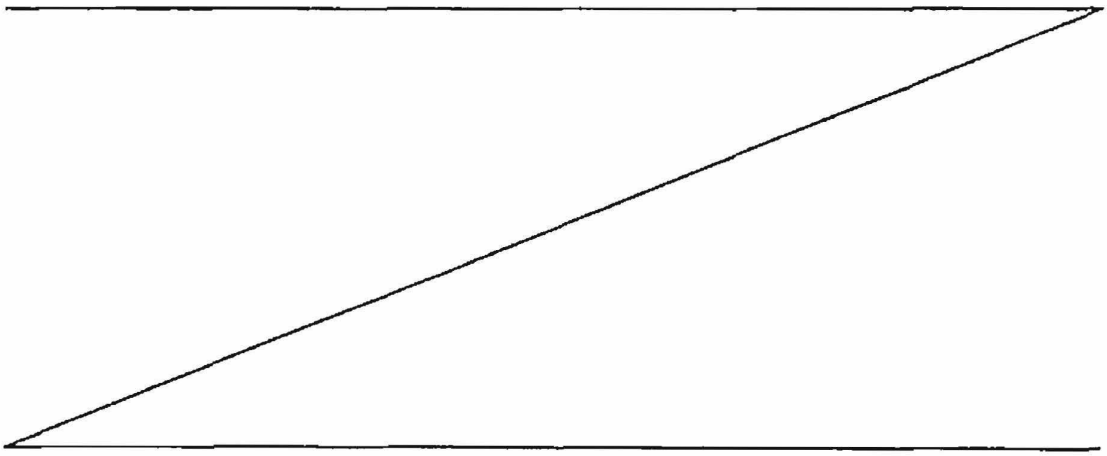
(c) **Association Assets.** Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall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

(d) **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 administrator.

ARTICLE X

ASSIGNMENT OF DEVELOPER RIGHTS

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



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THIS MASTER DEED has been executed by the Developer as of the day and year which appear on page one.

Witnesses:

Lisa M. Wood

Lisa M. Knoll

Lisa M. Wood

Lisa M. Knoll

GEENEN DEKOCK PROPERTIES, L.L.C.

By: Charles A. Geenen Trust, Member

By: Charles A. Geenen
Charles A. Geenen, Trustee

And: Douglas DeKock, Trust, Member

By:
Douglas DeKock, Trustee

STATE OF MICHIGAN)
) **ss.**
COUNTY OF OTTAWA)

This instrument was acknowledged before me the 10th day of June, 1997, by Charles A. Geenen and Douglas DeKock, the trustees of the Charles A. Geenen Trust and the Douglas DeKock Trust respectively, sole members of Geenen DeKock Properties, L.L.C., on behalf of the limited liability company.

Kara Jo Slater

Notary Public, Ottawa County, MI
My commission expires: 2-19-99

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