

JANICE M. FOSTER 46P  
OCEANA COUNTY REGISTER OF DEEDS  
Recording Fees: 145.00  
CKR Date 09/10/2003 Time 12:41:00  
Page 1 of 46 GR 2003/36381

SEP 10 2003

HART, MICH. . . . .  
I HEREBY CERTIFY THAT THERE ARE NO TAX LIENS OR  
TITLES HELD BY THE STATE OR ANY INDIVIDUAL AGAINST  
THE WITHIN DESCRIPTION, AND ALL TAXES ON SAME ARE  
PAID FOR FIVE YEARS PREVIOUS TO THE DATE OF THIS  
INSTRUMENT, AS APPEARS BY THE RECORDS IN MY  
OFFICE.

*Deborah A. St. Aubert*  
CO. TREASURER

**MASTER DEED**

**THE CREEKS CONDOMINIUMS**

This Master Deed is made and executed on 8-21, 2003 by Garçon Development, LLC, 8516 West Silver Lake Road, Mears, MI 49436, hereinafter referred to as "Developer," pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

**RECITALS**

A. The Developer desires to establish the real property described in Article II below, together with all improvements located and to be located thereon, and all appurtenances thereto, as a condominium project under the provisions of the Act.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, to accomplish these purposes.

**ARTICLE I**

**DEDICATION**

By executing and recording this Master Deed, the Developer establishes The Creeks Condominiums (sometimes hereinafter referred to as the "Condominium Project") as a condominium project under the Act. After being so established, the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall be a burden on, and a benefit to, the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives. The remainder of this Master Deed (including Exhibits A and B hereto) has been set forth in furtherance of the establishment of the Condominium Project.

**ARTICLE II**

**LEGAL DESCRIPTION**

Parts of Block 153, Plat "C" of standard map of Village (now City) of Hart, Oceana County, Michigan, and parts of Lots 3, 4, 5 and 6, Block 38, Wigton's Second Addition to Village of Hart, being in Section 17, Town 15 North, Range 17 West, described as: Commencing at the South quarter corner of Section 17, Town 15 North, Range 17 West, City of Hart, Oceana County, Michigan thence North 89° 57' 49" East 903.74 feet along the South line of said Section 17, thence North 00° 11' 54" East 1514.53 feet along the survey line of state road; thence North 89°

11' 46" West 804.94 feet along the South line of the North 16.5 feet of Lot 6, Block 38, Wigton's Second Addition to the Village of Hart for point of beginning on the West line of the 66 foot wide right of way of the former railroad; thence North 89° 11' 46" West 162.99 feet; thence South 02° 12' 17" East 205.65 feet; thence North 89° 54' 19" West 480.94 feet along the South line of Block 153, Plat "C" of standard map of Village of Hart for reference point "A"; thence North 89° 54' 19" West 101 feet more or less to the center of Hobo Creek; thence Northwesterly 690 feet more or less along said center of Hobo Creek to the center of Russell Creek at a point bearing South 43° 30' West 98 feet from reference point "B" of the traverse line hereafter described; thence Northeasterly 1435 feet more or less along said center of Russell Creek to the Western terminus of the unnamed creek in said Block 153 and in said Lot 3, at a point bearing North 29° 30' West 132 feet from reference point "C" of said traverse line; thence Southeasterly 840 feet more or less along the center of said unnamed creek to said West line of the 66 foot wide right of way of the former railroad at a point bearing North 00° 44' 38" East 45 feet from the point of ending of said traverse line; thence South 00° 44' 38" West 45 feet along said West right of way line to the point of ending of said traverse line; thence South 00° 44' 38" West 64.13 feet along said West right of way line; thence Southerly along said West right of way line 440.16 feet on a 1113.28 foot radius (5° 08' 48" deg) curve to the right  $\Delta = 22° 39' 12"$ , long chord being South 12° 04' 14" West 437.30 feet to point of beginning. The above traverse line is described as beginning at said reference point "A" thence North 63° 22' 41" West 204.44 feet; thence North 34° 43' 55" West 416.75 feet; thence North 36° 06' 40" West 111.50 feet for reference point "B"; thence North 79° 58' 44" East 183.16 feet; thence North 74° 46' 11" East 214.86 feet; thence North 69° 42' 37" East 126.07 feet; thence North 16° 28' 49" East 248.56 feet for reference point "C"; thence South 68° 56' 35" East 175.85 feet; thence South 74° 16' 15" East 188.92 feet; thence North 87° 50' 33" East 173.34 feet; thence South 52° 02' 09" East 150.41 feet for point of ending on said West right of way line of former railroad.  
Subject to easements, restrictions and rights of way of record.

### ARTICLE III

#### DEFINITIONS

Certain terms used in this master deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the project such as, by way of example and not of limitation, the articles of incorporation, association bylaws, and rules and regulations of the The Creeks Condominiums Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the project. As used in documents regarding the project, unless the context otherwise requires:

- a. *Act or condominium act* means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.
- b. *Administrator* means the Michigan Department of Consumer and Industry Services, which is designated to serve as administrator of the act.
- c. *Association or association of co-owners* means The Creeks Condominiums Association, the Michigan nonprofit corporation of which all co-owners shall be members, that shall administer, operate, manage, and maintain the project.
- d. *Association bylaws* means the corporate bylaws of the association organized to manage, maintain, and administer the project.
- e. *Common elements* means the portions of the project other than the condominium units, including all general and limited common elements described in Article V of this master deed.
- f. *Condominium bylaws* means Exhibit A to this master deed, which are the bylaws that describe the substantive rights and obligations of the co-owners.
- g. *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 of the association, and any other document that affects the rights and obligations of a co-owner in the condominium.
- h. *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* or *subdivision plan* means Exhibit B to this master deed, which is the site, survey, floor, and other drawings depicting both existing and proposed structures and improvements to be included in the project.

j. *Condominium unit* or *unit* means that portion of the project that is designed and intended for separate ownership and use, as described in this master deed. *Multi-family unit* means a duplex, triplex or quadruplex unit.

k. *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 both the vendee(s) and vendor(s) of any land contract of purchase. The term *owner*, wherever used, is synonymous with the term *co-owner*.

l. *Developer* means Garcon Development, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this master deed, and the successors and assigns of developer.

m. *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 and offer for sale any unit in the project that has not been previously conveyed or leased.

n. *General common elements* means those common elements described in Article V that are for the use and enjoyment of all co-owners in the project.

o. *Limited common elements* means those common elements described in Article V that are reserved for the exclusive use of the co-owners of a specified unit or units.

p. *Master deed* means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the project is being submitted to condominium ownership.

q. *Percentage of value* means the percentage assigned to each unit by this master deed, which is determinative of the value of a co-owner's vote at meetings of the association and the proportionate share of each co-owner in the common elements of the project.

r. *Project* or *condominium* means The Creeks Condominiums, a residential condominium development established under the provisions of the act.

s. *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 that may be cast by the developer.

Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

#### ARTICLE IV

#### TITLE AND NATURE

The Condominium Project shall be known as the Creeks Condominiums, Oceana County Subdivision Plan No. 23. Prior to the commencement of construction, the engineering plans and architectural plans, if any, for the Condominium Project will have been approved by the City of Hart, Oceana County, Michigan. Such approval will be evidenced by the issuance of a building permit. The architectural plans for all dwellings and other improvements to be constructed by the Developer within the Project must be approved by the City of Hart and thereafter will be filed with the City of Hart. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and intended for separate ownership and use. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

**SINGLE FAMILY DETACHED COMMON ELEMENTS**

The common elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

**A. General Common Elements.** The general common elements are:

- (1) *Land.* The land described in Article II hereof including the land lying below each unit.
- (2) *Improvements.* All roads, sidewalks, parking, lawns, landscaping, recreational facilities and other improvements not identified as Limited Common Elements and not located within the boundaries of a condominium unit. Those structures and improvements that now or hereafter are located within the boundaries of a condominium unit shall be owned in their entirety by the co-owner of the unit in which they are located and shall not, unless otherwise expressly provided in the condominium documents, constitute common elements.
- (3) The telephone system throughout the Condominium Project not located within the boundaries of a unit.
- (4) The electrical system and street lighting system throughout the Condominium Project not located within the boundaries of a unit.
- (5) The water distribution system, storm water discharge and detention system and sanitary sewer system (if any) throughout the Condominium Project not located within the boundaries of a unit.
- (6) The gas line system throughout the Condominium Project not located within the boundaries of a unit.
- (7) Any television cable network or facilities that may from time to time be installed in the Condominium Project not located within the boundaries of a unit.
- (8) Such other elements of the Condominium Project not herein designated as general nor limited common elements which are not enclosed within the boundaries of any 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, such utility lines, systems and equipment and the cable television system shall be *general common elements only to the extent of the co-owners' interest therein*, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

**B. Limited Common Elements.** The limited common elements are the items shown as limited common elements on Exhibit B.

**C. Upkeep of Common Elements and Units: Payment of Utility Bills.** The cost of improvement, maintenance, repair and replacement of the general common elements (except the land lying below a unit); limited common elements and open spaces within a unit (including yard and lawn maintenance, excluding watering and snow removal) shall be borne by the Association, except to the extent of maintenance, repair or replacement due to the act or neglect of a co-owner or his agent, guest, invitee, family member or pet, for which such co-owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association or by the common elements shall be repaired at the expense of the Association.

The improvement, maintenance, repair and replacement of the common elements are subject to such written standards as may be established by the Board of Directors or its designee(s).

Each co-owner shall be responsible for payment of the utilities *attributable to his unit* and shall be responsible for the improvement, maintenance, repair and replacement of any structures and improvements located within the unit, including the general common land lying below his unit; the utilities within the unit; and any landscaping which he may supply to his unit. The exterior appearance of all such structures, improvements and landscaping (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.

Any maintenance, repair or replacement (the cost of which is to be borne by the co-owner) may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner in the manner provided herein and by law for the collection of regular assessments.

**C. Use of Common Elements.** No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

Until it has conveyed title to the last unsold unit owned by Developer, Developer has the irrevocable right:

- (1) To use the common elements for sales, administrative, rental or storage purposes;
- (2) To use any of the unsold units for sales, administrative or management purposes; and
- (3) To place signs on the common elements for sale and promotional purposes.

**ARTICLE V A**

**MULTI-FAMILY BUILDING COMMON ELEMENTS**

The common elements of the project as depicted in exhibit B and the responsibilities for their maintenance, repair, and replacement are as follows:

- A. The general common elements are:
  - (1) Land. The land described in Article II hereof including the land lying below each unit.
  - (2) Improvements. All roads, sidewalks, parking, lawns, landscaping, recreational facilities and other improvements not identified as Limited Common Elements and not located within the boundaries of a condominium unit.
  - (3) the street lighting system and other electrical, telephone, and cable television wiring networks throughout the common areas of the project, including those within common walls, floors, and ceilings.
  - (4) the plumbing and gas-line networks throughout the common areas of the project, including those within common walls, floors, and ceilings.
  - (5) the heating and air-conditioning ducts and conduits throughout the common areas of the project, including those within common walls, floors, and ceilings.
  - (6) the water distribution system, underground sprinkling system, sanitary sewer system, and storm drainage system serving the project.
  - (7) the foundations, roofs, perimeter walls, and other walls as shown on exhibit B, ceilings, floors, entrances, and exits of the project (including doors and chimneys).
  - (8) the common attic spaces, and the portions of any parking area not part of a unit nor designated as a limited common element on the condominium subdivision plan.
  - (9) all other common elements of the project not designated in this document as limited common elements that are not enclosed within the boundaries of a condominium unit and that are intended for common use or are necessary for the existence, upkeep, or safety of the project.

Some or all of the utility and cable television lines, systems (including mains and service leads), and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be general common elements only to the extent of the co-owners' interest in them, if any, and the developer makes no warranty of such an interest.

- B. The limited common elements are:
  - (1) the pipes, ducts, wiring, and conduits located entirely within a condominium unit and servicing only that unit.

- (2) the deck, patio, balcony or stoop appurtenant to each unit in the project.
- (3) the sidewalk leading to the stoop, which shall be appurtenant to the unit or units serviced by these elements.
- (4) the fireplace combustion chamber and the separate furnace, water heater, air conditioner, and compressor within or adjacent to a unit and servicing only that unit.
- (5) the automatic garage door opening mechanism, and the windows, doors, sliders, and screens within or adjacent to any unit's perimeter walls.
- (6) Garage interior spaces and the interior surfaces of garage walls, ceilings and floors.
- (7) the interior surfaces of perimeter walls, doors, ceilings, and floors within a condominium unit.
- (8) any other improvement designated as a limited common element appurtenant to a particular unit or units in the subdivision plan or in any future amendment made to the master deed.

If any of the limited common elements described in this provision have not been assigned in the condominium subdivision plan, the developer reserves the right to designate each such element as a *limited common element appurtenant to a particular unit* by subsequent amendments to this master deed. The co-owners and mortgagees of condominium units and all other parties interested in the project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the developer or its successors as agent and attorney to make any such amendments to the master deed.

C. Responsibilities for cleaning, decorating, maintaining, repairing, and replacing the common elements are as follows:

- a. The costs of maintaining, repairing, and replacing the limited common elements described in Article VA B (1), (4), (5) and (6) and routinely cleaning, decorating, and maintaining the limited common elements described in Article VA B (2), and (7) (except painting, staining, repairing, or replacing decks, patios, and stoops) shall be borne by the co-owner of the unit or units to which such common elements are appurtenant.
- b. The appearance of decks, patios, and stoops shall at all times be subject to the approval of the association. If a co-owner's cleaning and decorating of such common elements does not conform to reasonable standards established by the association, the association may take whatever action is necessary to bring the elements up to required standards and charge the cost to the owner responsible for cleaning, decorating, and maintaining the element.
- c. The costs of cleaning, decorating, maintaining, repairing, and replacing all general and limited common elements other than those described above shall be borne by the association, except for repairs or replacements necessitated by the acts or neglect of co-owners or their agents, invitees, family members, or pets.
- d. If any unit owner elects to construct or install any improvements to the interior of the unit or, with written consent from the association, to the common elements appurtenant to the unit that increase the costs of maintenance, repairs, or replacements for which the association is responsible, the association may assess the increased costs or expenses against the unit.

D. All co-owners whose interests would be affected may assign or reassign a *limited common element*, on notice to any affected mortgagees, by applying in writing to the board of directors of the association. On receipt of such an application, the board shall promptly have an amendment to this master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved prepared and signed and shall deliver the amendment to the co-owners of the units affected once they have paid all reasonable costs for the preparation and recording of the amendment.

E. Except as stated in this master deed, condominium units shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owner's unit or the common elements appurtenant to it.

**ARTICLE VI**

**SINGLE FAMILY DETACHED UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. **Description.** Each unit in the Condominium Project is described in this paragraph with reference to

administration expense assessed against all co-owners in accordance with the condominium bylaws.

**B. Easements Retained by Developer.**

(1) **Roadway Easement.** In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways, and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises in furtherance of any legitimate purpose.

(2) **Use of Facilities.** The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

(3) **Repair and Replacement.** The Developer retains for the benefit of itself, the association and representatives of any appropriate utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, operate, maintain, repair, replace or inspect any common improvement or facility whether under or above ground.

**C. Termination of Easement.** 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 land in the vicinity 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 easement 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.

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

**E. Public Utilities and Streets.** Water, sanitary sewer and storm sewer facilities are being constructed by the City of Mears. Any special assessments levied by the City of Mears for utilities and streets will be paid in full on each unit at the time of closing the sale of such unit.

**ARTICLE VIII**

**CONTRACTABILITY OF CONDOMINIUM**

**A. Limit of Unit Contraction.** The project established by this master deed consists of 62 units and may, at the election of the developer, be contracted to a minimum of 24 units.

**B. 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 years after the recording of the master deed, be decreased by the withdrawal of all or any portion of the lands described in Article II, 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 co-owner, purchaser, and/or mortgagee of such unit. The developer may also, in connection with any such contraction, readjust the percentages of value for units in the project in a manner that gives reasonable recognition to the number of remaining units, based upon the method of original determination of the percentages of value. Other

the Condominium Subdivision Plan of The Creeks Condominiums as prepared by Prein&Newhof and attached hereto as Exhibit B. Each unit shall consist of all that space within the unit boundaries as shown in Exhibit B and delineated with heavy outlines, together with all appurtenances thereto.

**B. Percentage of Value.** The total value of the project is 100%. Based upon their market value, size and allocable expenses of maintenance, and considering that each unit benefits approximately equally from services provided by the Association and that the cost of services to each unit is approximately equal, each unit has been assigned an equal value as set forth in Schedule A. These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in a duly recorded amendment to this Master Deed.

**ARTICLE VI A**

**MULTI-FAMILY BUILDING UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**A. Description.** A complete description of each condominium unit in the project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the condominium subdivision plan as prepared by Prein&Newhof. Detailed architectural plans and specifications have been filed with the City of Mears. Each unit shall include all the space within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings and depicted in the condominium subdivision plan and as delineated by detailed dimensional descriptions of the unit in the outline, minus any common elements in the unit. In determining dimensions, each condominium unit shall be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

**B. Percentage of value.** The total value of the project is 100, and the percentage assigned to each condominium unit shall be as stated in Schedule A. Except as otherwise provided in this master deed, a percentage of value shall be changed only in the manner provided by Article X, in a signed and recorded amendment to the master deed.

**ARTICLE VII**

**EASEMENTS AND UTILITIES**

**A. Easements for Maintenance and Related Matters.** Every part of a condominium unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements. If any part of a unit or common element encroaches on 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 such encroachments for as long as they exist and for the maintenance of the encroachments after rebuilding in the event of destruction. There shall also be permanent easements in favor of the association for the maintenance and repair of common elements for which the association is responsible. There shall be easements to, through, and over those parts of the land, structures, buildings, improvements, and walls (including interior unit walls) as is 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 reasonable times for the installation, repair, or maintenance of such services. Any costs incurred in opening and repairing any wall of the project to install, repair, or maintain such services shall be an



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 that may be withdrawn, the time or order of such withdrawals or the number of units and/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.

**C. Contraction not Mandatory.** There is no obligation on the part of the developer to contract the 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 project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining project.

**D. Amendment(s) to Master Deed.** A withdrawal of lands from this project by the developer will be given effect by an appropriate amendment(s) 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 adjust the percentages of value assigned by Article V in order to preserve a total value of 100 percent for the entire project resulting from such amendment(s).

**E. Additional Provisions.** 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 create easements burdening or benefiting 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 preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the project.

**F. Withdrawal of Property.** If the development and construction of all improvements to the project has not been completed within a period ending 10 years after the date on which construction was commenced, or six years after the date on which rights of expansion, contraction, or convertibility were last exercised, whichever first occurs, the developer shall have the right to withdraw all remaining undeveloped portions of the project without the consent of any co-owner, mortgagee, or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as general common elements of the project, and all rights to construct units on such lands shall cease.

**G. Access and Use of Withdrawn Property.** At the option of the developer, any undeveloped portions of the project that have been withdrawn under the provisions of this Article shall be granted easements for access and utility installation over, across, and through the remaining project, subject to the payment of a pro rata share of the cost of maintaining such easements based upon the number of units developed on the withdrawn lands to the number of units developed in the remaining project. Removed lands shall be developed in a manner that is not detrimental to, or inconsistent with, the character of the remaining project.

## ARTICLE IX

### CONVERTIBLE AREAS

**A. Conversion Rights.** The developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size, nature, location, number, design or elevation of units (not to exceed 62 units in total) and/or general or limited common elements appurtenant or geographically proximate to all units within the convertible area designated for such purpose on the condominium subdivision plan, 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 common element.

**B. Conversion Not Mandatory.** There is no obligation on the part of the developer to convert any part of the convertible area nor is there any obligation to convert portions of such area in any particular order nor to construct particular improvements on any converted unit. Other than as provided in this article, there are no restrictions or limitations on the right of the developer to create additional units or as to the portion or portions of

the convertible area that may be converted, the time or order of such conversions or the number of units and/or common elements that may be converted.

**C. Amendment(s) to Master Deed.** An increase in the number of units by exercise of the developer's conversion rights will be given effect by an appropriate amendment(s) 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 Article V in order to preserve a total value of 100 percent for the entire project.

**D. Redefinition of Common Elements.** The conversion amendment(s) to the master deed made by the developer may 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 units 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.

**E. Additional Provisions.** Any amendment(s) to the master deed made by the developer for conversion purposes may also contain such provisions as the developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the unit(s) being added to the project; 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.

## ARTICLE X

### AMENDMENT AND TERMINATION

**A. Pre-Conveyance Amendments.** If there is no co-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 register of deeds office in the county in which the project is located.

**B. 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:

(1) *Nonmaterial 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. 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.

(2) *Material changes.* An 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 or mortgagees; provided, that a co-owner's unit dimensions or limited common elements may not be modified without that co-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 may be rented be modified without the consent of the developer and each affected co-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.

(3) *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 local laws, ordinances, or regulations affecting the project.

(4) *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 shall not be amended nor shall provisions be modified in any way without the written consent of the developer, its successors, or assigns.

(5) *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.

(6) *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 co-owners, the costs of which are expenses of administration. The co-owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

C. **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 percent of the co-owners and mortgagees, in the following manner:

(1) *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 register of deeds office in the county in which the project is located.

(2) *Real property ownership.* Upon recordation of a document terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their condominium unit.

(3) *Association assets.* Upon recordation of a document terminating the project, any rights the co-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.

(4) *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 XI**

**ASSIGNMENT**

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

**ARTICLE XII**

**CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and

govern this Master Deed and all activities related thereto.

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

GARCON DEVELOPMENT, LLC

By: *Gary Gibson*  
Gary Gibson, Member

STATE OF MICHIGAN            ]  
  ] ss.  
COUNTY OF Van Buren        ]

The foregoing instrument was acknowledged before me on 8-21, 2003, by Gary Gibson, member, on behalf of Garcon Development, LLC.

*J. Glenn Sperry*  
J. Glenn Sperry, Notary Public  
Van Buren County, Michigan  
My commission expires: Nov. 1, 2004

Prepared by and return to:  
J. Glenn Sperry  
SPERRY & BOWMAN  
317 Center Street  
South Haven, MI 49090

081403

EXHIBIT A

THE CREEKS CONDOMINIUMS

Page 13 of 46

GR 2003/36393

Schedule A - Percentages of Value

	% of Group	% of Total
9 Single family - units 54-62	11.11%	1.61%
53 Multi-family - units 1-53	1.89%	1.61%

Notes:

As provided in the Condominium Bylaws, expenses for the benefit of all units will be paid by all units in the percentages for the total number of units. Expenses that primarily benefit one group of units (single family or multi-family) will be paid by the units in that group, in the percentage for that group.



## EXHIBIT A

## CONDOMINIUM BYLAWS

OF

## THE CREEKS CONDOMINIUMS

## ARTICLE I

## THE CONDOMINIUM

**Section 1. Organization.** The Creeks Condominiums, a residential condominium located in the City of Mears, Oceana County, Michigan (the "Condominium"), shall be administered by an association of co-owners (the "Association") which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**Section 2. Compliance.** All present and future co-owners (who shall be "members" of the Association as provided in Article II, Section 1, below; the terms "members" and "co-owner" are used interchangeably herein), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a unit or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

**Section 3. Purpose of Bylaws.** These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

## ARTICLE II

## MEMBERSHIP AND VOTING

**Section 1. Membership.** Each co-owner of a Condominium 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 fund and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

**Section 2. Voting Rights.** Except as limited in the Master Deed and in these Bylaws, the members owning each unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the total percentage of value assigned to the unit in Article VI of the Master Deed, when voting by value. Voting, when required or permitted herein or elsewhere in the Condominium Documents, shall be by value, except in those instances where voting is specifically required to be by number, or both by value and by number, and no cumulation of votes shall be permitted.

**Section 3. Persons Entitled to Vote.** If one person owns a unit, he shall establish his membership in the Association and his right to vote by presenting evidence of his ownership. If more than one person owns a unit, or the unit is leased, all of the record owners of the unit shall sign and file with the Secretary of the

Association a certificate designating the person entitled to exercise the unit's membership in the Association, to cast the vote for the unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the co-owner thereof, and shall be signed and dated by all co-owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each unit he owns without submitting any proof of ownership. For purposes of this Section 3, the Developer shall be deemed to own only completed units, as defined in Article V, Section 7, hereof.

**Section 4. Method of Voting.** Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by Article II, Section 6 of the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

**Section 5. Majority.** At any meeting of the members at which a quorum is present, fifty-one percent (51%) in value of the members voting, whether in person, by telecommunications or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed or by law.

### ARTICLE III

#### MEETINGS AND QUORUM

**Section 1. First Meeting of Members.** The first meeting of the members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all members. In no event, however, shall the first meeting be held later than one hundred twenty (120) days after the first conveyance of land or equitable title to a Condominium unit to a non-Developer co-owner. The Board of Directors may call meetings of members of the Association for informational or other appropriate purposes prior to the first meeting of members, but no such meeting shall be construed as the first meeting of members.

**Section 2. Advisory Committee and Composition of the Board.** The Board of Directors shall establish an Advisory Committee of non-Developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one third of the units that may be created has been conveyed to non-Developer co-owners; or (b) one year after the first conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer members and to aid in transferring control from the Developer to non-Developer members. The advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-Developer co-owners. The Advisory Committee shall meet at least quarterly with the Board of Directors. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Not later than 120 days after the conveyance of legal or equitable title to non-Developer co-owners of 25 percent of the units that may be created, at least one director and at least one-fourth of the board of directors of the association shall be elected by non-Developer co-owners. Not later than 120 days after the conveyance of legal or equitable title to non-Developer co-owners of 50 percent of the units that may be created, at least one-third of the board of directors shall be elected by non-Developer co-owners. Not later than 120 days after the conveyance of legal or equitable title to non-Developer co-owners of 75 percent of the units, the non-Developer co-owners shall elect all directors on the board except that the developer may designate at least one director as long as the

developer owns or offers for sale at least 10 percent of the units in the project or as long as 10 percent of the units that may be created remain unbuilt.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a non-Developer co-owner of a unit in the project, if title to at least 75 percent of the units that may be created has not been conveyed, the non-Developer co-owners may elect the number of members of the board of directors of the association equal to the percentage of units they hold, and the developer may elect the number of members of the board equal to the percentage of units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these bylaws. The application of this provision does not require a change in the size of the board as stated in the corporate bylaws.

If the calculation of the percentage of members of the board that the non-Developer co-owners may elect or if the product of the number of members of the board multiplied by the percentage of units held by the non-Developer co-owners results in a right of non-Developer co-owners to elect a fractional number of members of the board, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of members of the board that the non-Developer co-owners may elect. After applying this formula, the developer may elect the remaining members of the board. The application of this provision shall not eliminate the right of the developer to designate at least one member, as provided in these bylaws.

**Section 3. Annual Meetings of Members.** Following the first meeting of members, an annual meeting of the members shall be held in each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

**Section 4. Special Meetings of Members.** It shall be the duty of the President to call a special meeting of the members upon a petition signed by 25% of the non-Developer co-owners and presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Quorum of Members.** Unless otherwise provided herein, the presence, in person or by proxy, of fifty-one percent (51%) in number and value of the members entitled to vote shall constitute a quorum of members. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than thirty (30) days.

**ARTICLE IV**

**ADMINISTRATION**

**Section 1. Board of Directors.** The business, property and affairs of the Association shall be managed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the first Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the first annual meeting of members. The number, term of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

**Section 2. Powers and Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the power and duty:

- (a) To manage and administer the affairs of and to the Condominium, all appurtenances thereto, and the common elements, property and easements thereof;



(b) To levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

(g) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium unit, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the members of the Association and to further any of the purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on Association property; provided, however, that any such action shall first be approved by the affirmative vote of more than two-thirds (2/3) of the Association members in number and in value at a meeting of the members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable to appoint persons thereto, to administer 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 make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government, the State of Michigan, the County of Berrien, the City of New Buffalo or any other agency or unit of government;

(k) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws, rules and regulations of this Association as may hereafter be adopted, and to sue on behalf of the members with respect to the Condominium;

(l) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended by Act No. 538 of the Public Acts of 1982, and Act No. 113 of the Public Acts of 1983.

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes

thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them, unless at least two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned) and two-thirds (2/3) of the members in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium, shall not be deemed a transfer for these purposes.

**Section 3. Managing Agent.** The Board of Directors may employ, at a compensation established by it, a Managing Agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. Any Director, the Developer, or any related person or entity, may serve as Managing Agent if so appointed. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Condominium unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self management. In no event shall the Board be authorized to enter into with a professional management agent, or a contract providing for services by the Developer or its affiliates, under which the maximum term is greater than three (3) years or which is not terminable by the Association upon the transitional control date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the transitional control date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the transitional control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

**Section 4. Officers.** The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to Association officers not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the members.

**Section 5. Actions Prior to First Meeting.** All of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors, before the first meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association members at the first or any subsequent meeting of members, so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

**Section 6. Indemnification of Officers and Directors.** The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent

counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

## ARTICLE V

### OPERATION OF THE PROPERTY

**Section 1. Personal Property.** The Association shall be assessed as the person or entity in possession for any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 2. Costs and Receipts to be Common.** All costs incurred by the Association to satisfy any liability arising within, or caused by or in connection with the common elements, or caused by or in connection with the administration of the Condominium, shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any insurance policy carried by the Association securing the interests of the members against liabilities or losses arising within, caused by or connected with, the common elements or the administration of the Condominium shall be receipts of administration.

**Section 3. Books of Account.** The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting the Condominium and its administration of the Condominium and which specify the operating expenses of the Condominium. Such books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred on behalf of the Association and members. The members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. The books of account shall be audited at least annually by qualified independent auditors, but such audit need not be a certified audit nor must the auditors be certified public accountants. The cost of such audit, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Condominium unit who so requests shall be given a copy of the audit report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each member a statement of its financial condition, the contents of which shall be defined by the Association.

**Section 4. Regular Assessments.** The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year, as those items are defined by these Bylaws, and all other common expenses. The budget also shall allocate and assess all such common charges against all members in accordance with the percentage of value allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The budget shall establish an adequate reserve fund pursuant to §105 of the Condominium Act for maintenance, repair and replacement of the general and limited common elements, which fund shall be financed by regular annual payments rather than by special assessments. The minimum standard required by this section may prove to be inadequate for a particular project. The Association should carefully analyze its condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. The Board shall advise each member in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all members, although failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (a) to pay the operation and management costs of the

Condominium, (b) to provide for maintenance, repair or replacement of existing common elements, (c) to provide additions to the common elements not exceeding \$5,000 annually, or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment or assessments, and apportion them, as it deems necessary. Members shall pay all assessments levied in accordance with this Section 4 in annual installments commencing with acquisition of title to a unit by any means. The first annual installment shall be pro-rated as of the date of acquisition of title.

Notwithstanding the foregoing and the provisions of Section 7, the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Co-owner (including the Developer) of a single family detached unit who has not constructed a residence within his unit, from payment, for a limited period of time, of all or some portion of his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such owners actually commence utilizing the common elements on a regular basis.

Notwithstanding the foregoing provisions, any expenses that are primarily for the benefit of the single family detached units or primarily for the benefit of the multi-family units, shall be allocated in a just proportion to the unit primarily benefitting therefrom. Examples of such expenses are insurance on the structures and maintenance of the structures of multi-family units which are for the benefit of the multi-family units.

**Section 5. Special Assessments.** Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board of Directors from time to time, following approval by the members as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the common elements at a cost exceeding \$5,000 per year; (b) assessments to purchase a unit upon foreclosure of a lien for assessments, as described in Section 6 hereof; or (d) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including those assessments referred to in Section 4 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 two-thirds (2/3) of all members in value and in number, which approval shall be granted only by a vote of the members taken at a meeting of the members called in accordance with the provisions of Article III hereof.

**Section 6. Collection of Assessments.** Each member, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof, and no member 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. If any member defaults in paying the assessed common charges, interest at the maximum legal rate shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Condominium unit may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments shall constitute a lien upon the unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of a lien that secures payment of assessments. Each member, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale". Each member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the unit with respect to which the

assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each member acknowledges that when he acquired title to his unit, he was notified of the provisions of this section 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. 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 ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent member at his last known address, of a written notice that an assessment, or any part thereof, levied against his unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject unit, and (e) the name of the member of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Berrien County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of the mailing notice. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative of the delinquent member designated in Article II, Section 3, above, and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the members in default and shall be secured by the lien on his unit. If any member defaults 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. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the unit from the member owning it or any persons claiming under him, and each member hereby covenants to the appointment of such a receiver. The Association may also stop furnishing any services to a member in default upon seven (7) days' written notice to such member of its intent to do so. A member in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.

If the holder of a first mortgage on a Condominium unit obtains title to the unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the unit which became due prior to the acquisition of title to the unit by such person; provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the members, including such person, its successors and assigns, and that all assessments chargeable to the unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all members. When a member is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the member the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant. The Association may purchase a unit at any foreclosure sale hereunder.

#### **Section 7. Obligations of the Developer.**

(a) The Developer shall be responsible for payment of the full Association maintenance assessment, and all special assessments, for all completed units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Completed unit" shall mean a single family detached unit containing a dwelling on which a certificate of occupancy has or may be obtained or a multi-family building unit on which a certificate of occupancy has or may be obtained. An "incomplete unit" shall mean any unit that is not a Completed unit.

(b) In addition to maintaining any incomplete units owned by it, the Developer shall be charged a portion of the established Association assessment for each incomplete unit established in the Master Deed, whether constructed or not. Such portion shall be determined by the officers of the Association based upon the level of common expenses incurred in respect of such incomplete units, and it may be altered on a month-to-month basis. Each incomplete unit must, at a minimum, bear its pro rata portion of the cost of all accounting and legal fees, public liability and casualty insurance, road maintenance (including snow removal), utility maintenance, if any, grounds maintenance (including landscaping), real estate taxes in the year of the establishment of the Condominium, and the reserve for the repair and replacement of major common elements. Such pro rata portion of such costs shall be allocated to the incomplete units in accordance with the percentage of value allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto.

**Section 8. Maintenance and Repair.** As provided in the Master Deed for the single family detached units, the Association shall maintain and repair the general and limited common elements and the open areas of the units. The costs thereof shall be charged to all the members as a common expense, unless necessitated by the negligence, misuse or neglect of a member, in which case such expense shall be charged to such member. The Association or its agent shall have access to each unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agent shall also have access to each unit at all times without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

As provided in the Master Deed for the multi-family building units, the Association shall maintain and repair the general and limited common elements, except as provided therein. The costs thereof shall be charged to all the members as a common expense, unless necessitated by the negligence, misuse or neglect of a member, in which case such expense shall be charged to such member. The Association or its agent shall have access to each unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agent shall also have access to each unit at all times without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

If any member fails 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 member for any necessary damage to his unit caused thereby in gaining such access, the costs of which damages shall be borne by such member. Unless otherwise provided herein or in the Master Deed, damage to a unit or its contents caused by the repair or maintenance activities of the Association, or by the common elements, shall be repaired at the expense of the Association.

All other maintenance and repair obligations shall, as provided in the Master Deed, rest on the individual member. Each member shall maintain his unit in a safe, clean and sanitary condition. Each member 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 elements in any unit which are appurtenant to or which may affect any other unit. Each member 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, his family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible member shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual member may be assessed to and collected from the responsible member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

**Section 9. Taxes.** Subsequent to the year in which the Condominium is established (or the building containing multi-family units is completed), all special assessments and property taxes shall be assessed against the individual units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 131 of the Act) shall be expenses of administration and shall be paid by the Association. Each unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the members owning those units shall reimburse the Association for their unit's share of such bill within ten (10) days after they have been tendered a statement therefor.

**Section 10. Documents to Be Kept.** The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by members, prospective purchasers and prospective mortgagees of Condominium units.

**Section 11. Reserve for Major Repairs and Replacements.** The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Monies in the reserve fund shall be used for major repairs and replacement of common elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association of members 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.

**Section 12. Statement of Unpaid Assessments.** Pursuant to the provisions of the Act, the purchaser of any unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that non exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself.

**ARTICLE VI**

**INSURANCE, REPAIR OR REPLACEMENT;  
CONDEMNATION; CONSTRUCTION LIENS**

**Section 1. Insurance.** The Association shall carry fire and extended coverage, vandalism, malicious mischief and liability insurance, workmen's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, the members and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of members' units. Each member shall obtain insurance coverage for the replacement cost of his unit and his personal property located within his unit or elsewhere in the Condominium and for his personal liability for occurrences within his unit and also for alternative living expenses. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all members shall use

their best efforts to see that all property and liability insurance carried by the Association or any member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any member or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any member, and vice versa.

(b) All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association.

(c) Public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each member, director and officer thereof, and any managing agent.

(d) All premiums upon insurance policies purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(e) 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, the members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of mortgages on units, and all members, in the Condominium have given their prior written approval.

(f) All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

**Section 2. Appointment of Association.** Each member, by ownership of a unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in- fact to act in connection with all matters concerning insurance pertinent to the Condominium, his unit and the common elements appurtenant thereto. 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 therefor, to collect proceeds and to distribute the same to the Association, the members 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 members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

**Section 3. Reconstruction or Repair.** If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If a common element is damaged, such property shall be rebuilt or repaired, unless the members unanimously vote that the Condominium shall be terminated and each holder of a mortgage lien on any Condominium unit has given its prior written approval of such termination.

(b) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage, unless the members and each holder of a mortgage lien on any Condominium unit shall unanimously decide otherwise.



(c) If the damage is only to a part of a unit which it is the responsibility of a member to maintain and repair, it shall be the responsibility of the member to repair such damage in accordance with the subsection (d) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. The Association promptly shall notify each holder of a mortgage lien on any of the Condominium units if any unit or any part of the common elements is substantially damaged or destroyed.

(d) Each single family detached unit member shall be responsible for the reconstruction and repair of his unit. The Association shall be responsible for the reconstruction and repair of each multi-family building unit.

(e) The Association shall be responsible for the reconstruction and repair of the common elements, and for any incidental damage to a unit and the contents thereof caused by such common elements or the reconstruction or repair thereof. Immediately after a casualty occurs 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 return the damaged property to a condition as good as that existing before the damage.

(f) Any insurance proceeds received, whether by the Association or a member, shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay 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 costs thereof are insufficient, assessments shall be made against all members 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. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4, hereof.

**Section 4. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all members for any taking of common elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the members in number and in value and shall thereupon be binding on all members.

(b) If an entire unit is taken by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the member and his mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the common elements belonging to the member whose unit has been taken shall thereafter appertain to the remaining units, including those restored or reconstructed under the provisions of this Section.

(c) If any condemnation award shall become payable to any member whose unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such member and his mortgagee, as their interests may appear. If only a part of any unit is taken, the Association shall, if practical, use the award to rebuild the same to the extent necessary to make it habitable and remit the balance of the condemnation proceeds attributable to such unit to the owner and mortgagee thereof, as their interests may appear.

(d) If any portion of the Condominium other than any unit is taken, the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty percent (50%) of the members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If

no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article VI of the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining members based upon a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any members, but only with the prior written approval of all holders of mortgage liens on individual units in the project.

(f) If any Condominium unit, or any portion thereof, or the common elements or any portion thereof, 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 holder of a mortgage lien on any of the Condominium units.

(g) If the taking of a portion of a Condominium unit makes it impractical to rebuild the partially taken unit to make it habitable, then the entire undivided interest in the common elements appertaining to that Condominium unit shall thenceforth appertain to the remaining Condominium units, and shall be allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element.

(h) Votes in the Association of members and liability for future expenses of administration appertaining to a Condominium unit taken or partially taken (as provided in subsection (g) hereof) by eminent domain shall thenceforth appertain to the remaining Condominium units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

**Section 5. Construction Liens.** The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium unit may attach only to the unit upon or for the benefit of which the work was performed.

(b) A construction lien for work authorized by the Developer and performed upon the common elements may attach only to units owned by the Developer at the time of recording of the claim of lien.

(c) A construction lien for work authorized by the Association may attach to each unit only to the proportional extent that the member owning the unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Developer or the Association.

If a member is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

**Section 6. Notice to FHLMC.** If any mortgage in the Condominium is held by the Federal Home Loan Mortgage corporation ("FHLMC"), then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the common elements of the Condominium, if the loss or taking exceeds Ten Thousand Dollars (\$10,000) in amount.

**Section 7. Mortgagees.** Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units, common elements or both.

**ARTICLE VII**

**SINGLE FAMILY DETACHED USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT**

**Section 1. Establishment of Restrictions.** In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units, the use of Condominium property shall be subject to the following limitations:

(a) No condominium unit shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Not more than one single family dwelling may be located on each unit. Notwithstanding anything to the contrary herein, all use, occupancy and construction of units shall comply with the provisions of the City of Mears or other applicable Zoning Ordinance and applicable construction standards. No unit containing 2 bedrooms shall be occupied by more than 4 persons, no unit containing 3 bedrooms shall be occupied by more than 6 persons, and no unit containing 4 bedrooms shall be occupied by more than 8 persons, for more than 3 consecutive days.

(b) 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 members, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No member owning any unit 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 insurance rate on the Condominium without the written approval of the Association. Each member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

(c) The common elements shall not be used to store supplies, materials, personal property, trash nor refuse of any kind, except as provided in duly adopted Association rules and regulations. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash in accordance with any contract for trash collection maintained by the Association. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a member, either in his unit or upon the common elements, which spoils the appearance of the Condominium.

(d) Landscaped areas, roads, parking areas and, in general, all of the general common elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

(e) No member shall use, or permit any occupant, agent, employee, invitee, guest or member of his family to use, any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

(f) No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" and "For Rent" signs.

(g) No animal shall be kept except common indoor household pets. Such pets may not be kept nor bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage nor dangerous animal shall be kept. All pets shall be on a leash or otherwise restrained when upon the common elements. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V, Section 4, of these Bylaws if the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted.

(h) Co-owners shall park their automobiles and light trucks in the garage or on the driveway situated on a unit (unless this provision is waived or modified by the Association as to a particular unit or units). No boat trailers, boats, camping and recreational trailers and vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles or light trucks shall be parked on condominium property, outside of a garage, for more than 24 hours without written consent from the Association, and no snowmobile or other motorized vehicle shall be operated on the condominium property. Notwithstanding the previous provision, an occupied camping or recreational trailer or vehicle may be parked in the driveway of a unit for a period not exceeding 7 consecutive days. All vehicles, recreational vehicles and trailers shall have current registration or license and be suitable for use on public property. No house trailers will be allowed on the Condominium premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register all vehicles maintained in the Condominium with the Association. No go carts or other children's motorized vehicles shall be operated on the common areas.

(i) Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and management of the common elements and units may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors established in the Articles of Incorporation (and its successors). Copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each member. Any such regulation or amendment may be revoked at any time by the affirmative vote of fifty one percent (51 %), or more of all members in number and in value at any duly convened meeting of the Association, except that the members may not revoke any regulation or amendment prior to the first meeting of the Association.

(j) No unsightly condition shall be maintained upon any balconies, porches or decks or yards and only furniture and equipment consistent with ordinary balcony, porch or deck use shall be permitted to remain there during seasons when such areas are reasonably in use.

(k) None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this subsection, the development and sales period shall be deemed to continue so long as Developer owns any unit which he offers for sale or so long as any additional unit may be created in the Condominium. Until all units that may be created in the Condominium have been sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, 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 Developer.

**Section 2. Construction Standards and Architectural Review.** An Architectural and Environmental Review Board (Design Agent) will be established for the purposes set forth below. So long as the Developer owns any units or any portion of the expansion area, or until the Developer relinquishes such rights in writing, The Design Agent will be one or more persons appointed by the developer. Thereafter, the Design Agent shall be appointed by the Board of Directors of the Association. The Design Agent shall serve at the pleasure of the Developer or the Association, as the case may be. The following restrictions will apply to construction by Co-owners on their units and are not applicable to the construction by the Developer:

(a) **Site Plan Review.** The Design Agent, shall review and approve the placement, design and exterior finish of the dwelling as well as other buildings and site improvements, plumbing, mechanical, electrical and structural items and landscaping for any building on any lot. This review applies to the original building and improvements and to later additions or alterations. The Design Agent may withhold approval because of lack of compliance with any restriction or condition contained herein or because of its reasonable dissatisfaction with any matters which would render the proposed improvement inharmonious or out of keeping with the Condominium.

(b) **Building Size.** All dwellings must have a minimum area of 1400 square feet, excluding basements, walkout or otherwise.

(c) **Height.** All buildings shall comply with the applicable zoning ordinances and building codes.

(d) **Setback.** Building setbacks shall be subject to the Design Agent's approval and applicable codes and regulations.

(e) **Construction Standards.** All construction must meet the BOCA Building Code together with state and local ordinances and regulations. All dwellings must have sidewalls of not less than 8 feet in height and roof pitches of not less than 4-12.

(f) **Garages.** All homes constructed by co-owners shall have, at a minimum, a one car, attached or unattached garage. Garage doors shall be kept closed at all times except when necessary for ingress or egress into garages.

(g) **Outbuildings.** Only one outbuilding shall be allowed on each unit with design agent approval. All outbuildings shall be of similar materials and architecturally conform to the main structure located on the unit and shall not exceed 50 square feet in area.

(h) **Length of Construction Period.** All buildings commenced and/or remodeled shall be completed on the exterior within twelve months after start of construction, and all construction waste materials (including excess soil) shall be removed from the premises or stored within the building. All landscaping shall be finished within one year after start of construction. Excavation starts the beginning

of construction. The unit Co-owner shall be responsible for keeping the common areas free from construction waste materials and soils from his unit.

(i) Utilities. All utilities shall be located underground. The Co-owner shall notify the Developer when electric service is furnished to the Unit.

(j) Fences and Markers. No fences shall be permitted (except as part of a deck, patio or pool). Underground dog fences are permitted. No lot line nor corner markers shall be erected by Co-owners.

(k) Paving. Driveways and sidewalks shall be surfaced with a material acceptable to and approved by the design agent and shall match into the edge of existing streets and sidewalks.

(l) Landscaping. Trees over 4" in diameter, measured 4' above grade, cannot be removed without Association's approval. Planting of flowers, shrubs and trees may be done by Co-owners within 5' of the edge of the dwelling and shall be maintained in a healthy and attractive condition, by the Co-owner.

(m) Antennas. No satellite, DSS nor other communication dish nor device in excess of 14 inches in diameter nor any antennas shall be placed on the exterior of any unit.

(n) Building Plan Review.

(i) Preliminary Plans. Preliminary plans should include the site plan, floor plans for all levels of the home and elevations of all sides of the home. A color rendering of the home with landscaping is desirable.

(ii) Materials and Colors. Material and color selection for all the exterior elevations are to be submitted, specifically masonry, siding, trim, garage door(s) and roof. Wood, paint or stain samples as well as brick selection must be submitted.

(iii) Final Approval. For final approval, 4 sets of working drawings are to be submitted to include site plans, floor plans, all exterior elevations, and construction details, designed and stamped by a registered professional architect (unless waived in writing by the Design Agent). These drawings shall incorporate any required revisions from the preliminary submission.

**Section 3. Enforcement.** Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

**ARTICLE VII A**

**MULTI-FAMILY BUILDING USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT**

**Section 1. Establishment of Restrictions.** In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units, the use of Condominium property shall be subject to the following limitations:

(a) **Residential use.** No condominium unit shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Not more than one single family dwelling may be located on each unit. Notwithstanding anything to the contrary herein, all use, occupancy and construction of units shall comply with the provisions of the City of New Buffalo or other applicable Zoning Ordinance and applicable construction standards. No unit containing 2 bedrooms shall be occupied by more than 4 persons, no unit containing 3 bedrooms shall be occupied by more than 6 persons, and no unit containing 4 bedrooms shall be occupied by more than 8 persons, for more than 3 consecutive days.

(b) 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 members, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No member owning any unit 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 insurance rate on the Condominium without the written approval of the Association. Each member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

(c) The common elements shall not be used to store supplies, materials, personal property, trash nor refuse of any kind, except as provided in duly adopted Association rules and regulations. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash in accordance with any contract for trash collection maintained by the Association. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a member, either in his unit or upon the common elements, which spoils the appearance of the Condominium.

(d) Landscaped areas, roads, parking areas and, in general, all of the general common elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

(e) No member shall use, or permit any occupant, agent, employee, invitee, guest or member of his family to use, any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

(f) No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" and "For Rent" signs.

(g) No animal shall be kept except common indoor household pets. Such pets may not be kept nor bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage nor dangerous animal shall be kept. No such pets may be permitted to run loose upon the common elements. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V, Section 4, of these Bylaws if the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the

Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted.

(h) Co-owners shall park their automobiles and light trucks in the garage or on the driveway situated on a unit (unless this provision is waived or modified by the Association as to a particular unit or units). No boat trailers, boats, camping and recreational trailers and vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles or light trucks shall be parked on condominium property, outside of a garage, for more than 24 hours without written consent from the Association, and no snowmobile or other motorized vehicle shall be operated on the condominium property. Notwithstanding the previous provision, an occupied camping or recreational trailer or vehicle may be parked in the driveway of a unit for a period not exceeding 7 consecutive days. All vehicles, recreational vehicles and trailers shall have current registration or license and be suitable for use on public property. No house trailers will be allowed on the Condominium premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register all vehicles maintained in the Condominium with the Association. No go carts or other children's motorized vehicles shall be operated on the common areas.

(i) Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and management of the common elements and units may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors established in the Articles of Incorporation (and its successors). Copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each member. Any such regulation or amendment may be revoked at any time by the affirmative vote of fifty one percent (51%), or more of all members in number and in value at any duly convened meeting of the Association, except that the members may not revoke any regulation or amendment prior to the first meeting of the Association.

(j) No unsightly condition shall be maintained upon any balconies, porches or decks or yards and only furniture and equipment consistent with ordinary balcony, porch or deck use shall be permitted to remain there during seasons when such areas are reasonably in use.

(k) None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this subsection, the development and sales period shall be deemed to continue so long as Developer owns any unit which he offers for sale or so long as any additional unit may be created in the Condominium. Until all units that may be created in the Condominium have been sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, 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 Developer.

**Section 2. Enforcement.** Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the



Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

## ARTICLE VIII

### LEASES BY CO-OWNERS

**Section 1. Leasing Rights.** Before the transitional control date, during the development and sales period, the rights of the co-owner, including the developer, to rent any number of condominium units shall be controlled by the provisions of the condominium documents as recorded by the developer and shall not be changed without developer approval. After the transitional control date, the Association may amend the condominium documents as to the rental of condominium units or terms of occupancy as provided in §90(4) of the Condominium Act. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or condominium units as long as they are owned or leased by the developer.

**Section 2. Leases.** No member shall lease less than an entire unit in the Condominium and no tenant of a unit shall be permitted to occupy a unit, except under written lease, the initial term of which is at least 14 days, unless specifically approved in writing by the Board of Directors. The Board may, except to the extent prohibited by law, require a security deposit from any proposed tenant of a residential unit as a condition to the approval of any lease. A co-owner, including the developer, desiring to lease a condominium unit shall disclose that fact in writing to the association of co-owners at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a condominium 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. If no lease form is to be used, then the co-owner or developer 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.

### Section 3. Non Co-owner Compliance.

(a) All non co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Association determines that a non co-owner occupant has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action:

(i) The Association shall advise the appropriate member by certified mail of the alleged violation by a person occupying his unit.

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

(iii) If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non co-owner occupant and, simultaneously, for money damages against the member and non co-owner occupant for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the non co-owner occupant and the member liable for any damages caused to the Condominium.

(iv) When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a co-owner's condominium unit under a lease and the tenant, after receiving the notice, shall deduct from rental payments due the co-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 lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the co-owner to the Association, then the Association may do the following: 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 proceedings or initiate proceedings pursuant to (iii) above.

**ARTICLE IX**

**MORTGAGES**

**Section 1. Notice to Association.** Any co-owner who mortgages a unit shall notify the association of the name and address of the mortgagee (referenced in this section as a "mortgagee"), and the association will maintain such information. The information relating to mortgagees will be made available to the developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagee concerning actions requiring consent or notice to mortgagees under the condominium documents or the act.

**Section 2. Insurance.** The association shall notify each mortgagee of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

**Section 3. Rights of Mortgagees.** Except as otherwise required by applicable law or regulation, a mortgagee has the following rights:

- a. *Inspection and notice.* Upon written request to the association, a mortgagee will be entitled to: (1) inspect the books and records relating to the project upon reasonable notice; (2) receive a copy of the annual financial statement that is distributed to co-owners; (3) notice of any default under the condominium documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (4) notice of all meetings of the association and its right to designate a representative to attend the meetings.
- b. *Exemption from restrictions.* A mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage or by deed in lieu of foreclosure, shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged unit in the condominium documents.
- c. *Past-due assessments.* A mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage, or by deed in lieu of foreclosure, shall take the unit free of any claims for unpaid assessments on charges against the mortgaged unit that accrue prior to the time the mortgagee comes into possession, except for assessments having priority as liens against the unit or claims for a pro rata share of such assessments or charges resulting from a reallocation of such assessments charged to all units including the mortgaged unit.

**Section 4. Additional Notification.** When notice is to be given to a mortgagee, the board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of units in the condominium if the board has notice of such participation.

**ARTICLE X**

**REMEDIES FOR DEFAULT**

**Section 1. Relief Available.** Any default by a member shall entitle the Association or another member or members to the following relief:

(a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved member or members.

(b) In any proceeding arising because of an alleged default by any member, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any member be entitled to recover such attorneys' fees.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) 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 set forth above, to enter, where reasonably necessary, upon the limited or general common elements, or into any unit, and summarily remove and abate, at the expense of the violating member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

**Section 2. Failure to Enforce.** The failure of the Association or of any member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such member to enforce such right, provision, covenant or condition in the future.

**Section 3. Rights Cumulative.** All rights, remedies and privileges granted to the Association or any member or members pursuant to any terms, provisions, covenants or conditions of the 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 exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 4. Hearing.** Prior to the imposition of any fine or other penalty hereunder, the offending member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

## ARTICLE XI

### ARBITRATION

**Section 1. Submission to Arbitration.** Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the master deed, bylaws, or other condominium documents, and any disputes, claims, or grievances arising among or between co-owners or between co-owners and the association may, upon the election and written consent of the parties to the dispute, claim, or grievance, and written notice to the association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The commercial arbitration rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

**Section 2. Disputes Involving the Developer.** A contract to settle by arbitration may also be executed by the developer and any claimant with respect to any claim against the developer that might be the subject of a civil action, provided that:

- a. *Purchaser's option.* At the exclusive option of a purchaser or co-owner in the project, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, unit, or the project.
- b. *Association's option.* At the exclusive option of the association of co-owners, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim arises out of or relates to the common elements of the project, if the amount of the claim is \$10,000 or less.

**Section 3. Preservation of Rights.** Election by any co-owner or by the association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

**ARTICLE XII**

**OTHER PROVISIONS**

**Section 1. Definitions.** All terms used in these bylaws will have the same meaning assigned by the master deed to which the bylaws are attached, or as defined in the act.

**Section 2. Severability.** In the event that any of the terms, provisions, or covenants of these bylaws or of any condominium document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of such documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

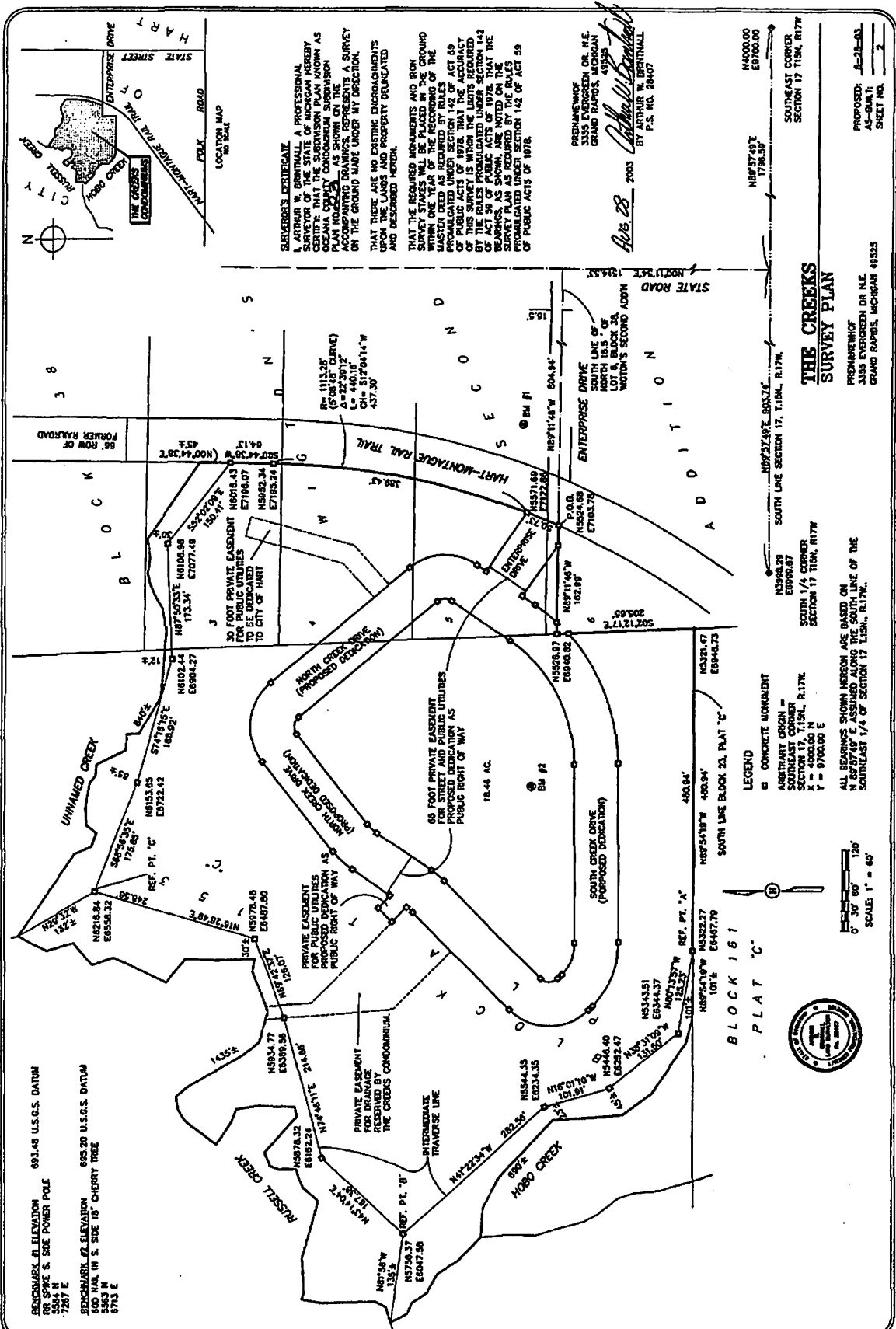
**Section 3. Notices.** Notices provided for in the act, master deed, or bylaws shall be in writing and shall be addressed to the association at its registered office in the State of Michigan and to any co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The association may designate a different address for notices to it by giving written notice of such change of address to all co-owners. Any co-owner may designate a different address for notices by giving written notice to the association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid or when delivered in person.

**Section 4. Amendment.** These bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed in the master deed.

**Section 5. Conflicting Provisions.** In the event of a conflict between the act (or other laws of the State of Michigan) and any condominium document, the act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the condominium documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

- 1. the master deed, including the condominium subdivision plan (but excluding these bylaws);
- 2. these condominium bylaws;
- 3. the articles of incorporation of the association;
- 4. the association bylaws;
- 5. the rules and regulations of the association; and
- 6. the disclosure statement.





BENCHMARK #1 ELEVATION 493.49 U.S.G.S. DATUM  
 68 SPOKE S. SIDE POWER POLE  
 7287.7 E  
 152.7 N

BENCHMARK #2 ELEVATION 685.20 U.S.G.S. DATUM  
 650 HAIL ON S. SIDE 18" CHERRY TREE  
 6713.1 E  
 6713.1 N

**SURVEYOR'S CERTIFICATE**  
 I, ARTHUR W. BRINNALL, A PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED ALL ORIGINAL COUNTY RECORDS AND ALL ORIGINAL PLANS AND RECORDS 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 DELINEATED AND DESCRIBED HEREON.

THAT THE REQUIRED MONUMENTS AND BORN SURVEY STAKES WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING OF THE SURVEY AND THAT ALL MONUMENTS AND BORN STAKES WILL BE PLACED IN ACCORDANCE WITH THE RULES OF PUBLIC ACTS OF 1878, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF PUBLIC ACTS OF 1878, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF PUBLIC ACTS OF 1878.

PROMISE  
 JULIE SPRINGSTEAD, DR. N.E.  
 3335 EVERGREEN DR. N.E.  
 GRAND RAPIDS, MICHIGAN 49525

APR 28 2003  
*Julie Springstead*  
 BY ARTHUR W. BRINNALL  
 P.S. NO. 38407

**THE CREEKS SURVEY PLAN**  
 PREPARED BY  
 GRAND RAPIDS, MICHIGAN 49525

PROPOSED: A-28-43  
 AS-BUILT: \_\_\_\_\_  
 SHEET NO. 3

**LEGEND**  
 B CONCRETE MONUMENT  
 ARBITRARY ORIGIN =  
 SOUTHEAST CORNER  
 SECTION 17, T18N, R17W  
 Y = 9700.00 E

SCALE: 1" = 60'  
 0' 30' 60' 120'



BLOCK 161  
 PLAT "C"

SOUTH LINE SECTION 17, T18N, R17W  
 N3968.29 E0996.67  
 SOUTH 1/4 CORNER SECTION 17 T18N, R17W

SOUTH LINE SECTION 17, T18N, R17W  
 N8724.72 E0532.7  
 SOUTH LINE SECTION 17, T18N, R17W

SOUTH LINE SECTION 17, T18N, R17W  
 N8724.72 E0532.7  
 SOUTH LINE SECTION 17, T18N, R17W

SOUTH LINE SECTION 17, T18N, R17W  
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 N8724.72 E0532.7  
 SOUTH LINE SECTION 17, T18N, R17W

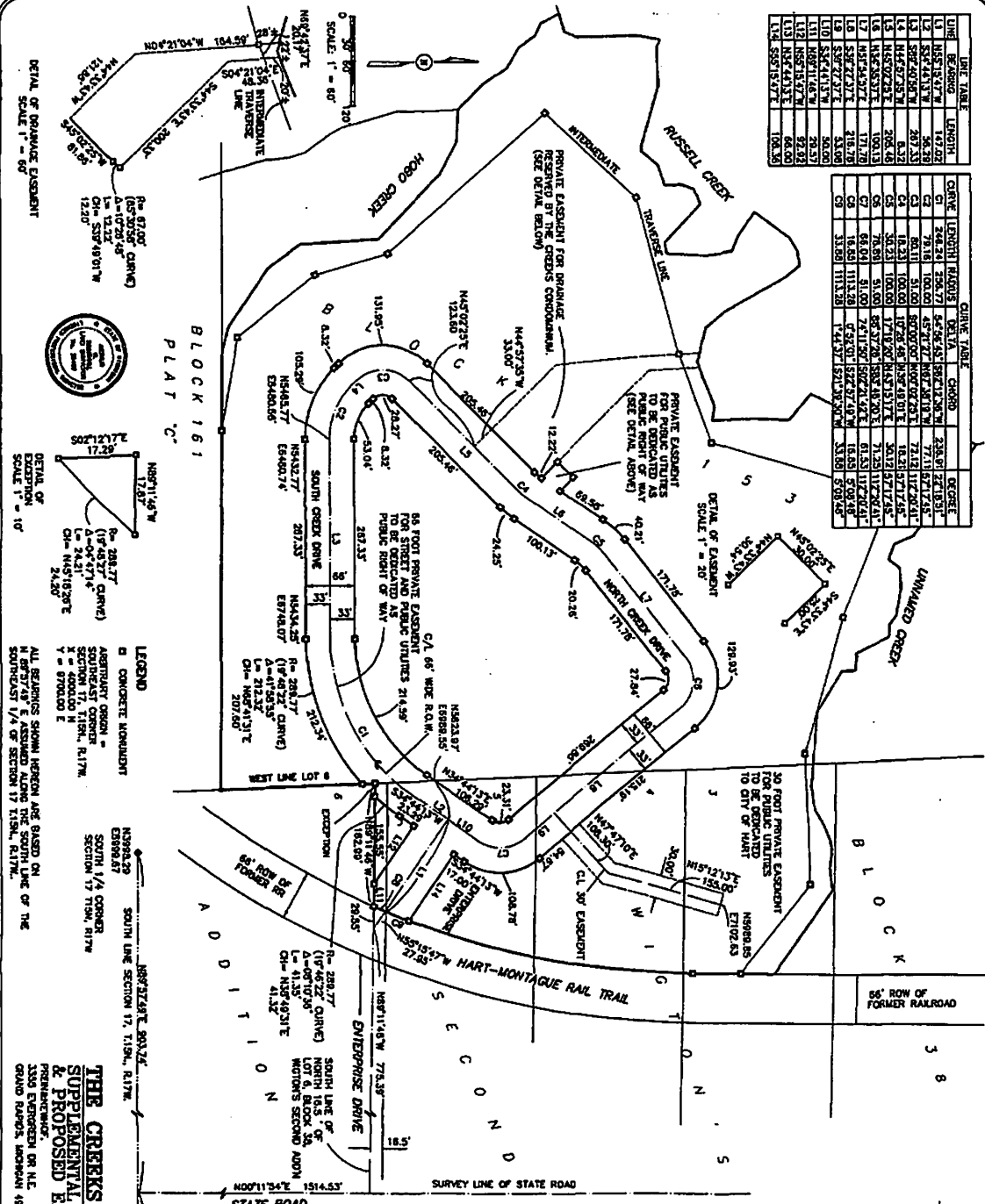
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 N8724.72 E0532.7  
 SOUTH LINE SECTION 17, T18N, R17W

SOUTH LINE SECTION 17, T18N, R17W  
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 SOUTH LINE SECTION 17, T18N, R17W

SOUTH LINE SECTION 17, T18N, R17W  
 N8724.72 E0532.7  
 SOUTH LINE SECTION 17, T18N, R17W

LINE	BEARING	LENGTH	CURVE TABLE	BEARING
L1	N85°57'25"W	164.00		
L2	S84°44'13"E	56.40		
L3	S89°40'06"W	293.53		
L4	N45°27'25"W	206.46		
L5	N85°07'28"E	206.46		
L6	N85°58'57"E	109.13		
L7	N85°45'27"E	171.20		
L8	S89°42'27"E	216.49		
L9	S85°42'14"E	302.00		
L10	N88°11'48"W	29.51		
L11	N85°15'07"W	82.23		
L12	N85°44'13"E	64.00		
L13	S85°15'27"E	100.33		

GRADE	LENGTH	FACTOR	VERT. CURVE	GRADE
C1	368.24	2.96%	54'-54.81"	23.84%
C2	78.16	100.00%	45'-37.17"	7.11%
C3	80.11	51.00%	80'-00.00"	10.76%
C4	18.23	100.00%	107.85'	18.23%
C5	34.23	100.00%	174.20'	34.23%
C6	78.83	51.00%	87.27'	14.75%
C7	61.01	51.00%	67.31'	11.26%
C8	18.50	111.26%	20.73'	16.58%
C9	31.80	111.26%	35.57'	31.80%



DETAIL OF GRAVINE EASEMENT  
SCALE 1" = 60'

DETAIL OF EASEMENT  
SCALE 1" = 10'



LEGEND

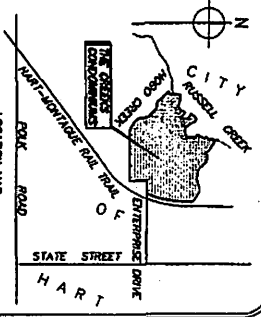
- CONCRETE MONUMENT
- ARBITRARY CORNER
- SOUTHEAST CORNER
- SOUTHWEST CORNER
- SECTION 17 T19N, R17W
- SECTION 17 T19N, R17W
- SECTION 17 T19N, R17W
- SECTION 17 T19N, R17W
- SECTION 17 T19N, R17W
- SECTION 17 T19N, R17W
- SECTION 17 T19N, R17W

ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 17 T19N, R17W.

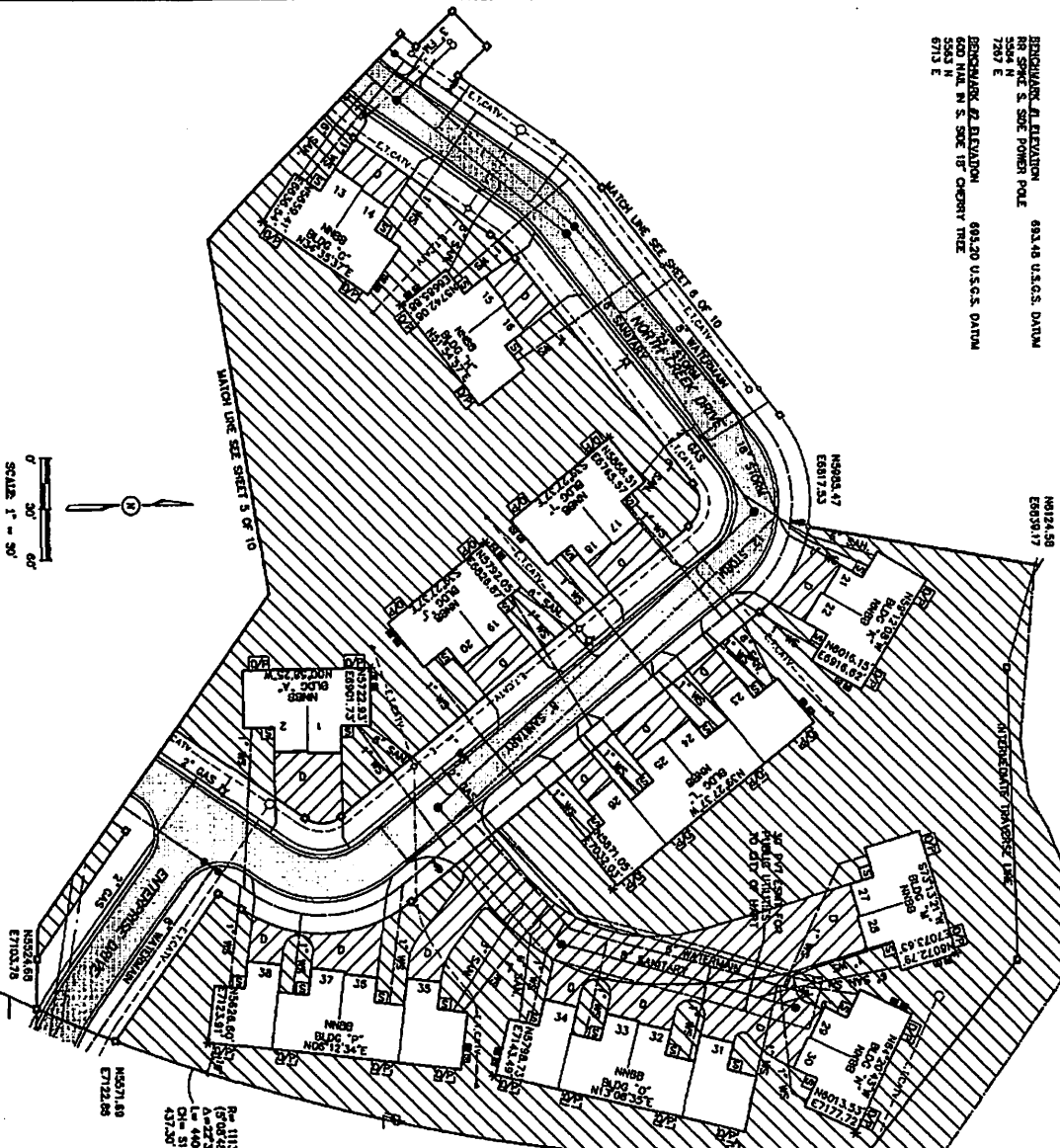
**THE CREEKS**  
**SUPPLEMENTAL SURVEY PLAN OF R.O.W.**  
PREPARED BY: [Signature]  
SCALE: AS SHOWN  
SHEET NO. 1

APPROVED: [Signature]  
2003  
BY: [Signature]  
SURVEYOR

PROFESSOR OF SURVEYING  
STATE COLLEGE OF MISSISSIPPI  
GRAND RAPIDS, MISSISSIPPI  
39238



RECORDING & EXHIBITION  
 ROAD N  
 7207 E  
 GENERAL & EXHIBITION  
 650 N. S. SEE '18' CHERRY TREE  
 5500 N  
 6713 E  
 68346 U.S.G.S. DATUM  
 98320 U.S.G.S. DATUM



**THE CREEKS  
 SITE AND UTILITIES PLAN**

PROPOSED: 6-28-03  
 AS-BUILT: SHEET NO. 4

PROPOSED BY: ARTHUR W. BERNHALL  
 PROFESSIONAL SURVEYOR NO. 28407

**LEGEND**

LEGEND UTILITY SOURCE OF INFORMATION

PROPOSED 8" WATERMAIN --- WATERMAIN  
 PROPOSED 6" SANITARY SEWER --- SANITARY  
 PROPOSED SANITARY FOREMAIN --- FOREMAIN  
 PROPOSED STORM SEWER --- STORM SEWER  
 CATCH BASIN --- CATCH BASIN

UNDERGROUND ELECTRIC --- ELECTRIC (CABINET)  
 TELEPHONE --- TELEPHONE  
 GAS --- GAS  
 CABLE TV --- CABLE TV

UTILITY METER --- UTILITY METER  
 CONCRETE FOUNDATION --- CONCRETE FOUNDATION  
 STEEL FOUNDATION --- STEEL FOUNDATION  
 SIGN / FENCE --- SIGN / FENCE (SEE LIMITED COMMON ELEMENTS)

GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

NOTE: ALL PUBLIC WATER MAIN & WATER SERVICE, SANITARY SEWER & SERVICES AND STORM SEWER MUST BE BUILT AS DEFINED IN THE MASTER O&D.

NOTE: THE ENTIRE PARCEL IS A 'CONVERTIBLE AREA'.

NOTE: ALL UNDERGROUND UTILITY INSTALLATION AT SIGNIFICANT DEPTHS IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS. A QUANTIFIABLE OF COMPLETENESS OR ACCURACY.

NOTE: ELECTRIC LINE, TELEPHONE LINE, AND CABLE LINES SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.

NOTE: ALL ROADS ARE 24 FOOT BROADSIDE PAVED WITH 2 FOOT CONCRETE CURB & OUTER BOTH SIDES AND MUST BE BUILT PER SPECIFICATIONS.

PROPOSED 8" WATERMAIN --- WATERMAIN  
 PROPOSED 6" SANITARY SEWER --- SANITARY  
 PROPOSED SANITARY FOREMAIN --- FOREMAIN  
 PROPOSED STORM SEWER --- STORM SEWER  
 CATCH BASIN --- CATCH BASIN

UNDERGROUND ELECTRIC --- ELECTRIC (CABINET)  
 TELEPHONE --- TELEPHONE  
 GAS --- GAS  
 CABLE TV --- CABLE TV

UTILITY METER --- UTILITY METER  
 CONCRETE FOUNDATION --- CONCRETE FOUNDATION  
 STEEL FOUNDATION --- STEEL FOUNDATION  
 SIGN / FENCE --- SIGN / FENCE (SEE LIMITED COMMON ELEMENTS)

GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

NOTE: ALL PUBLIC WATER MAIN & WATER SERVICE, SANITARY SEWER & SERVICES AND STORM SEWER MUST BE BUILT AS DEFINED IN THE MASTER O&D.

NOTE: THE ENTIRE PARCEL IS A 'CONVERTIBLE AREA'.

NOTE: ALL UNDERGROUND UTILITY INSTALLATION AT SIGNIFICANT DEPTHS IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS. A QUANTIFIABLE OF COMPLETENESS OR ACCURACY.

NOTE: ELECTRIC LINE, TELEPHONE LINE, AND CABLE LINES SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.

NOTE: ALL ROADS ARE 24 FOOT BROADSIDE PAVED WITH 2 FOOT CONCRETE CURB & OUTER BOTH SIDES AND MUST BE BUILT PER SPECIFICATIONS.

PROPOSED 8" WATERMAIN --- WATERMAIN  
 PROPOSED 6" SANITARY SEWER --- SANITARY  
 PROPOSED SANITARY FOREMAIN --- FOREMAIN  
 PROPOSED STORM SEWER --- STORM SEWER  
 CATCH BASIN --- CATCH BASIN

UNDERGROUND ELECTRIC --- ELECTRIC (CABINET)  
 TELEPHONE --- TELEPHONE  
 GAS --- GAS  
 CABLE TV --- CABLE TV

UTILITY METER --- UTILITY METER  
 CONCRETE FOUNDATION --- CONCRETE FOUNDATION  
 STEEL FOUNDATION --- STEEL FOUNDATION  
 SIGN / FENCE --- SIGN / FENCE (SEE LIMITED COMMON ELEMENTS)

GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

NOTE: ALL PUBLIC WATER MAIN & WATER SERVICE, SANITARY SEWER & SERVICES AND STORM SEWER MUST BE BUILT AS DEFINED IN THE MASTER O&D.

NOTE: THE ENTIRE PARCEL IS A 'CONVERTIBLE AREA'.

NOTE: ALL UNDERGROUND UTILITY INSTALLATION AT SIGNIFICANT DEPTHS IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS. A QUANTIFIABLE OF COMPLETENESS OR ACCURACY.

NOTE: ELECTRIC LINE, TELEPHONE LINE, AND CABLE LINES SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.

NOTE: ALL ROADS ARE 24 FOOT BROADSIDE PAVED WITH 2 FOOT CONCRETE CURB & OUTER BOTH SIDES AND MUST BE BUILT PER SPECIFICATIONS.

PROPOSED 8" WATERMAIN --- WATERMAIN  
 PROPOSED 6" SANITARY SEWER --- SANITARY  
 PROPOSED SANITARY FOREMAIN --- FOREMAIN  
 PROPOSED STORM SEWER --- STORM SEWER  
 CATCH BASIN --- CATCH BASIN

UNDERGROUND ELECTRIC --- ELECTRIC (CABINET)  
 TELEPHONE --- TELEPHONE  
 GAS --- GAS  
 CABLE TV --- CABLE TV

UTILITY METER --- UTILITY METER  
 CONCRETE FOUNDATION --- CONCRETE FOUNDATION  
 STEEL FOUNDATION --- STEEL FOUNDATION  
 SIGN / FENCE --- SIGN / FENCE (SEE LIMITED COMMON ELEMENTS)

GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

NOTE: ALL PUBLIC WATER MAIN & WATER SERVICE, SANITARY SEWER & SERVICES AND STORM SEWER MUST BE BUILT AS DEFINED IN THE MASTER O&D.

NOTE: THE ENTIRE PARCEL IS A 'CONVERTIBLE AREA'.

NOTE: ALL UNDERGROUND UTILITY INSTALLATION AT SIGNIFICANT DEPTHS IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS. A QUANTIFIABLE OF COMPLETENESS OR ACCURACY.

NOTE: ELECTRIC LINE, TELEPHONE LINE, AND CABLE LINES SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.

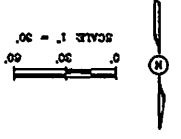
NOTE: ALL ROADS ARE 24 FOOT BROADSIDE PAVED WITH 2 FOOT CONCRETE CURB & OUTER BOTH SIDES AND MUST BE BUILT PER SPECIFICATIONS.



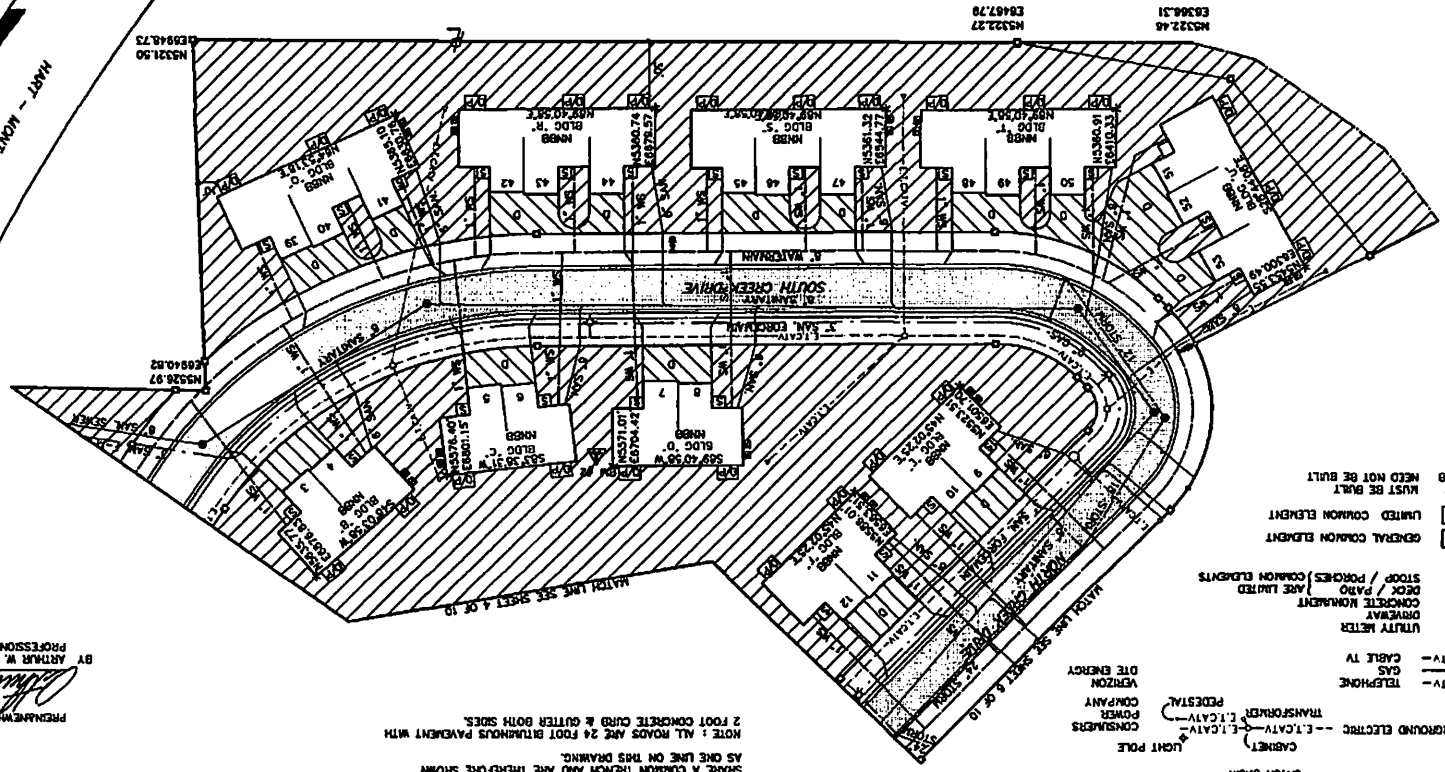
PROPOSED: 8-28-03  
 AS-BUILT: SHEET NO. 3  
 PREPARED BY: ARTHUR W. BRINTNALL  
 PROFESSIONAL SURVEYOR NO. 26407

**THE CREEKS  
 SITE AND UTILITIES PLAN**

PREPARED FOR:  
 3355 EVERGREEN DR NE  
 GRAND RAPIDS, MICHIGAN 49323



HART - MONTROSE ROAD



- LEGEND**
- UTILITY
  - FLUSHING HYDRANT
  - PROPOSED 8" WATERMAIN
  - PROPOSED 8" SANITARY SEWER
  - PROPOSED 8" SANITARY FORCEMAIN
  - PROPOSED STORM SEWER
  - CATCH BASIN
  - OUTFALL
  - UNDERGROUND ELECTRIC
  - TELEPHONE
  - GAS
  - CABLE TV
  - UTILITY METER
  - PROFESSIONAL
  - CONCRETE FOUNDATION
  - CONCRETE FOUNDATION ARE LIMITED
  - DECK / PATIO
  - STOOP / PORCHES
  - GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - NMB MUST BE BUILT
  - NMB NEED NOT BE BUILT

BY ARTHUR W. BRINTNALL  
 PROFESSIONAL SURVEYOR NO. 26407

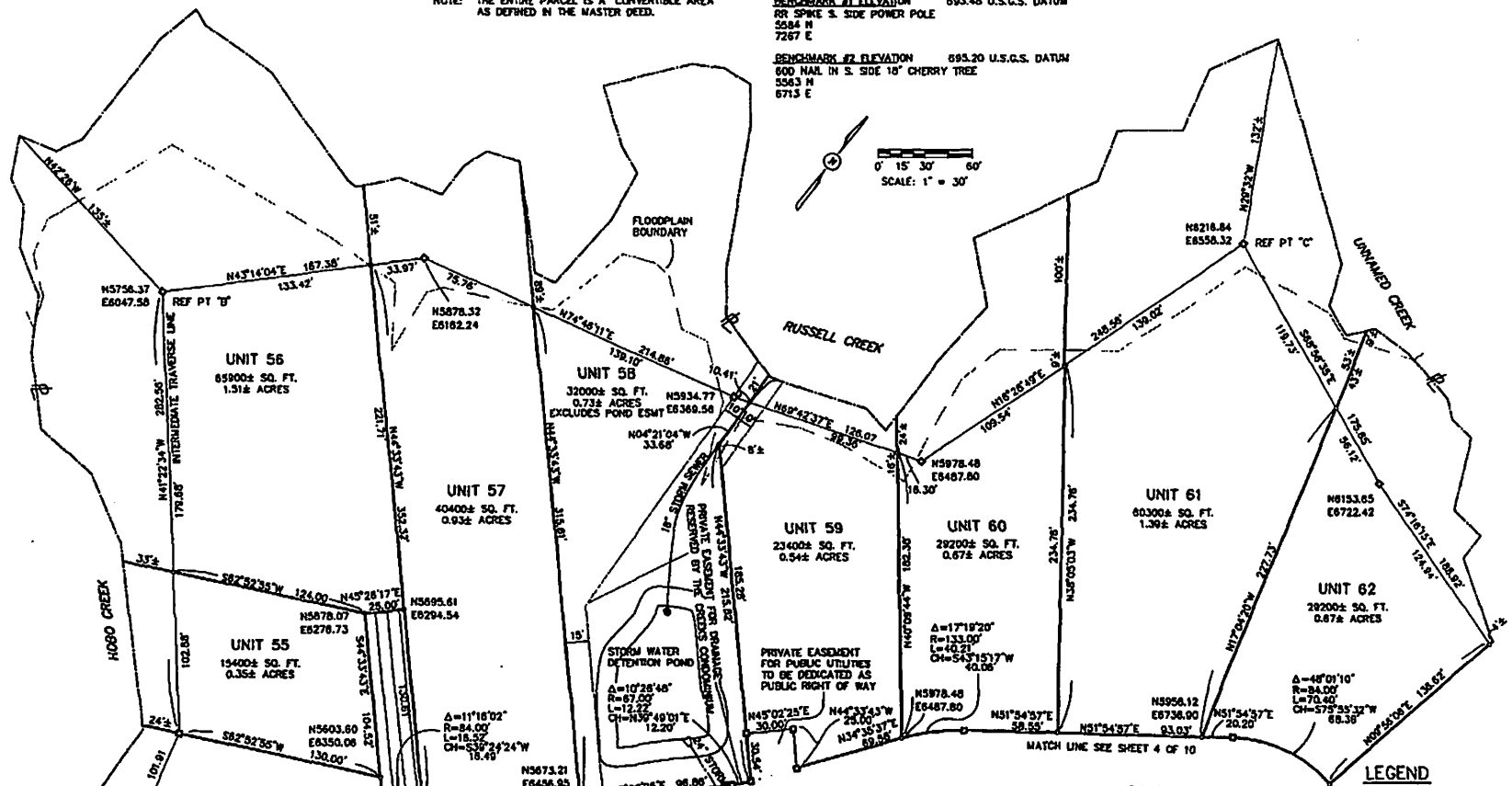
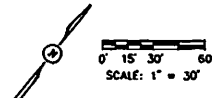
**NOTE:** ALL PUBLIC UTILITIES MUST BE BUILT.  
 THE ENTIRE PARCEL IS A "CONVERTIBLE AREA" AS DEFINED IN THE MASTER DEED.  
 ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS WHERE ACCESSIBLE AND SHOULD NOT BE MISCONSTRUED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.  
 NOTE: ELECTRIC LINE, TELEPHONE LINE, AND CATV LINES SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.  
 NOTE: ALL ROADS ARE 24 FOOT BITUMINOUS PAVEMENT WITH 2 FOOT CONCRETE CURB & GUTTER BOTH SIDES.

**BRIDGE MARK AT ELEVATION 693.48 U.S.C.S. DATUM**  
 5000 N  
 7207 E

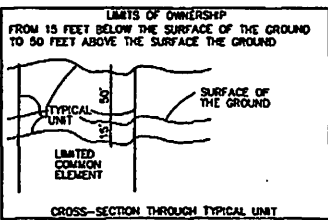
**BRIDGE MARK AT ELEVATION 693.20 U.S.C.S. DATUM**  
 600 N.W. 1/4 S. SIDE 18' CHERRY TREE  
 5963 N  
 6713 E

NOTE: THE ENTIRE PARCEL IS A "CONVERTIBLE AREA" AS DEFINED IN THE MASTER DEED.

BENCHMARK #1 ELEVATION 693.48 U.S.C.S. DATUM  
RR SPIKE S. SIDE POWER POLE  
5684 N  
7267 E  
BENCHMARK #2 ELEVATION 695.20 U.S.C.S. DATUM  
600 HAL IN S. SIDE 10" CHERRY TREE  
5563 N  
6713 E



LIMITED COMMON ELEMENT



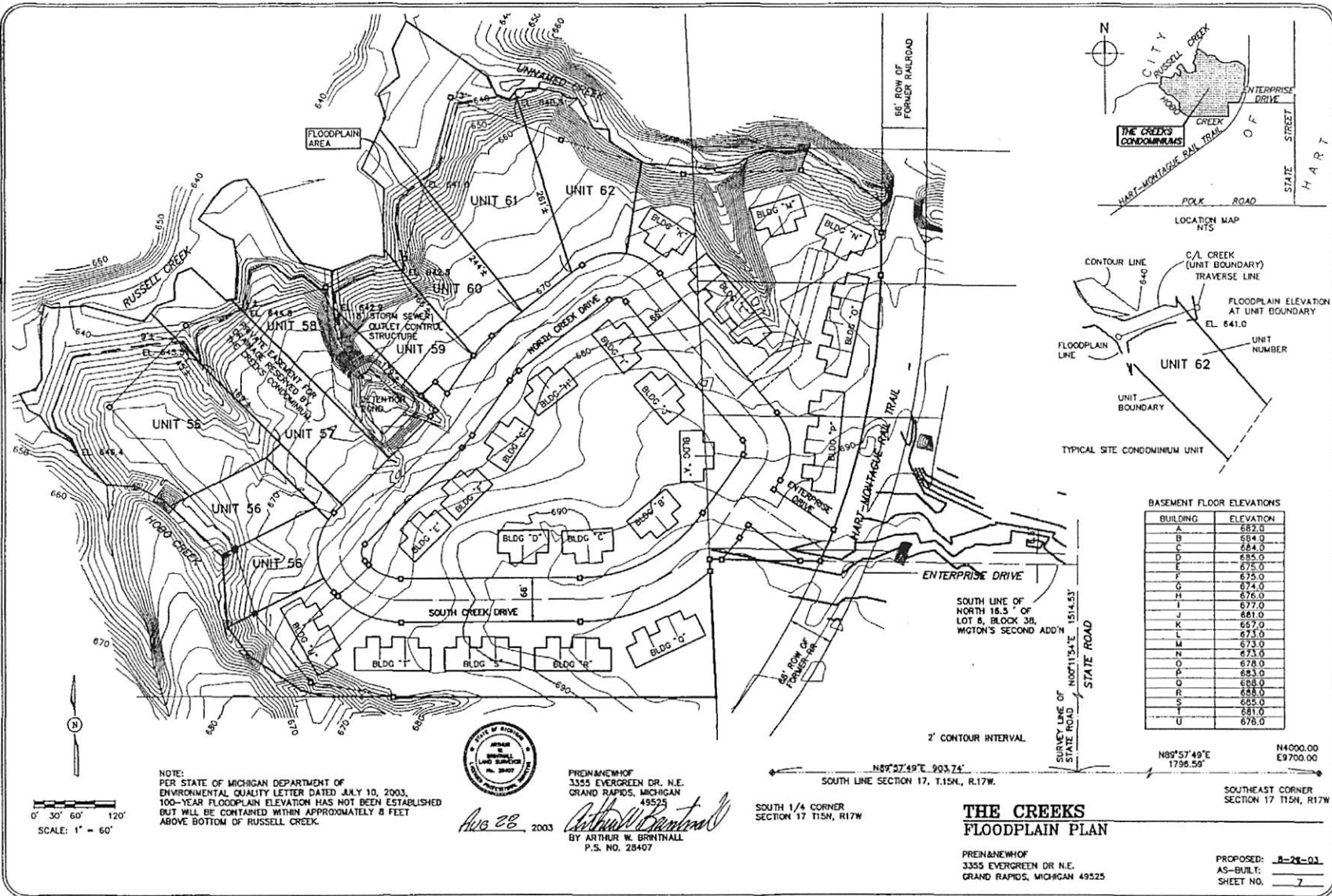
PREPARED BY  
*Arthur W. Brinshall*  
BY ARTHUR W. BRINSHALL  
PROFESSIONAL SURVEYOR NO. 28407

**THE CREEKS**  
SITE, UTILITIES AND SECTION PLAN

PREPARED BY  
3363 EVERGREEN DR N.E.  
GRAND RAPIDS, MICHIGAN 49525

- LEGEND**
- CONCRETE MONUMENT
  - 1/2" REBAR WITH CAP

PROPOSED: 8-28-03  
AS-BUILT:  
SHEET NO. 8



0' 30' 60' 120'  
SCALE: 1" = 60'

NOTE:  
PER STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY LETTER DATED JULY 10, 2003, 100-YEAR FLOODPLAIN ELEVATION HAS NOT BEEN ESTABLISHED BUT WILL BE CONTAINED WITHIN APPROXIMATELY 8 FEET ABOVE BOTTOM OF RUSSELL CREEK.



PREPARED BY  
3355 EVERGREEN DR. N.E.  
GRAND RAPIDS, MICHIGAN 49525  
BY ARTHUR W. BRINTNALL  
P.S. NO. 28407

Aug 28, 2003

*Arthur W. Brintnall*

SOUTH 1/4 CORNER SECTION 17 T15N, R17W

**THE CREEKS FLOODPLAIN PLAN**

PREPARED BY  
3355 EVERGREEN DR N.E.  
GRAND RAPIDS, MICHIGAN 49525

PROPOSED: **8-28-03**  
AS-BUILT:  
SHEET NO. **7**

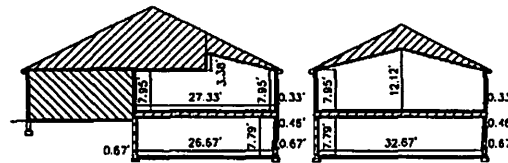
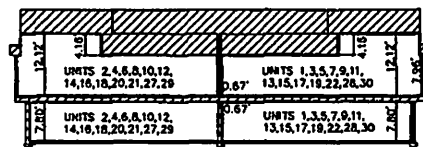
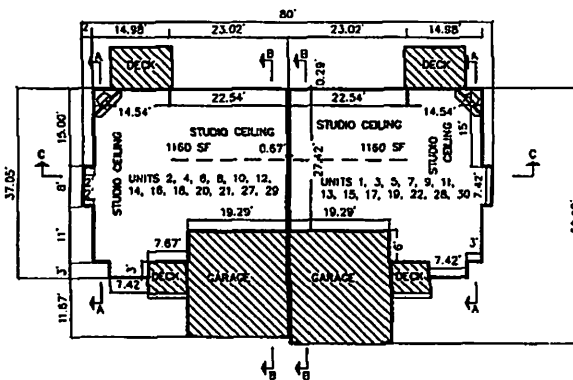
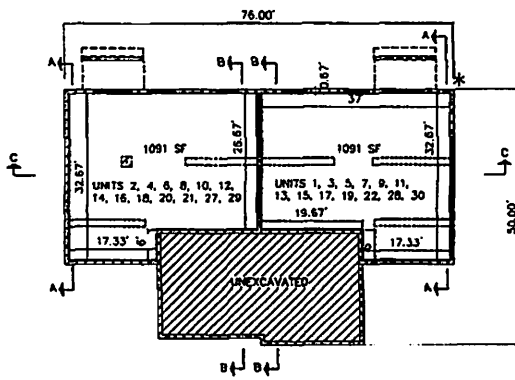
BASEMENT FLOOR ELEVATIONS

BUILDING	ELEVATION
A	682.0
B	684.0
C	684.0
D	685.0
E	675.0
F	675.0
G	674.0
H	676.0
I	677.0
J	681.0
K	657.0
L	675.0
M	673.0
N	673.0
O	678.0
P	683.0
Q	688.0
R	680.0
S	685.0
T	681.0
U	676.0

2' CONTOUR INTERVAL  
SOUTH LINE SECTION 17, T.15N., R.17W.  
N89°57'49"E 903.74'  
SOUTH LINE SECTION 17 T15N, R17W  
N4000.00  
E9700.00  
SOUTHEAST CORNER SECTION 17 T15N, R17W

UNIT AREAS		
UNIT #	BASMENT SF	FIRST FLOOR SF
1	1091	1160
2	1091	1160
3	1091	1160
4	1091	1160
5	1091	1160
6	1091	1160
7	1091	1160
8	1091	1160
9	1091	1160
10	1091	1160
11	1091	1160
12	1091	1160
13	1091	1160
14	1091	1160
15	1091	1160
16	1091	1160
17	1091	1160
18	1091	1160
19	1091	1160
20	1091	1160
21	1091	1160
22	1091	1160
23	1091	1160
24	1091	1160
25	1091	1160
26	1091	1160
27	1091	1160
28	1091	1160
29	1091	1160
30	1091	1160

BASEMENT FLOOR ELEVATIONS	
BUILDING	ELEVATION
A	882.0
B	884.0
C	885.0
D	885.0
E	878.0
F	875.0
G	874.0
H	878.0
I	877.0
J	881.0
K	882.0
L	871.0
M	873.0



LEGEND

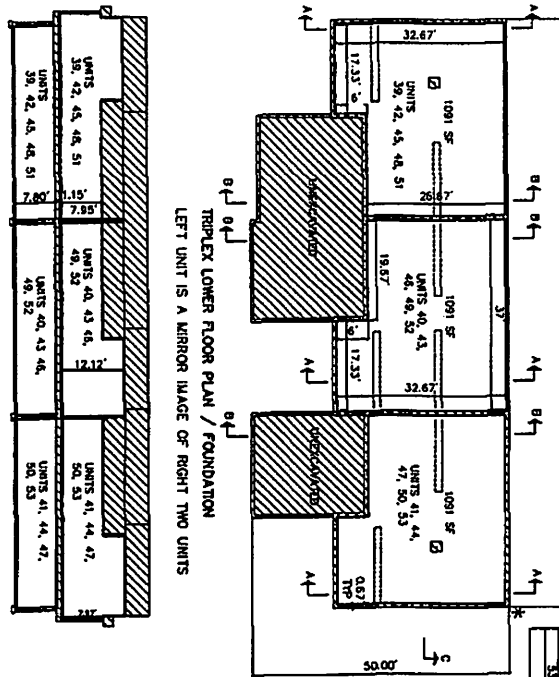
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE CORNER

NOTE: ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER.  
ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENTS



PREPARED BY  
*Arthur W. Brantall*  
BY: ARTHUR W. BRANTALL  
PROFESSIONAL SURVEYOR NO. 28407

**THE CREEKS**  
**DUPLEX BUILDING PLANS & SECTIONS**  
BUILDINGS A-K, M & N UNITS 1-22, 27-30  
PREPARED BY  
JESS EVERGREEN DR. P.E.  
GRAND RAPIDS, MICHIGAN 49525  
PROPOSED: 8-28-03  
AS-BUILT:  
SHEET NO. 8



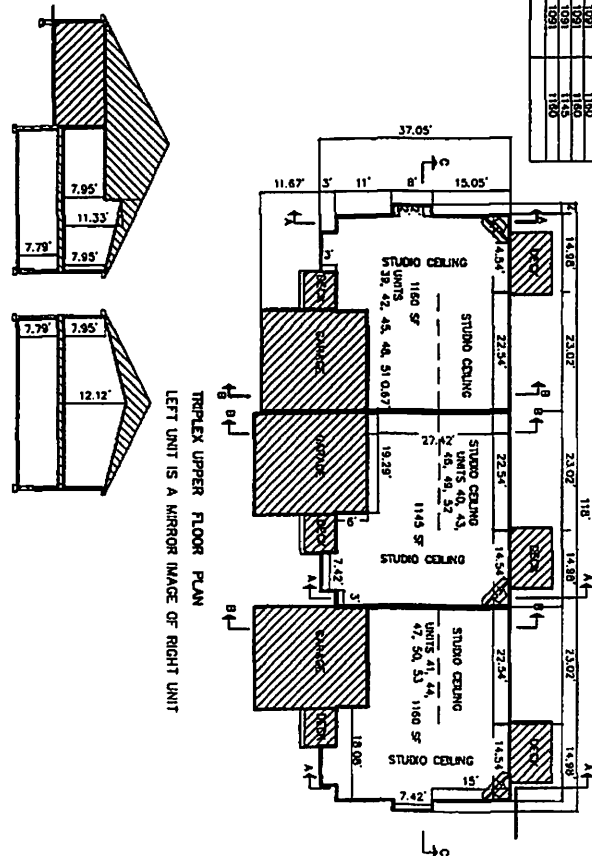
SECTION C-C (TYPICAL)  
LEFT UNIT IS A MIRROR IMAGE OF RIGHT TWO UNITS

**BASEMENT FLOOR ELEVATIONS**

BUILDING	ELEVATION
1	678.0
2	680.0
3	682.0
4	684.0
5	686.0
6	688.0
7	690.0
8	692.0
9	694.0
10	696.0
11	698.0
12	700.0
13	702.0
14	704.0
15	706.0
16	708.0
17	710.0
18	712.0
19	714.0
20	716.0
21	718.0
22	720.0
23	722.0
24	724.0
25	726.0
26	728.0
27	730.0
28	732.0
29	734.0
30	736.0
31	738.0
32	740.0
33	742.0
34	744.0
35	746.0
36	748.0
37	750.0
38	752.0
39	754.0
40	756.0
41	758.0
42	760.0
43	762.0
44	764.0
45	766.0
46	768.0
47	770.0
48	772.0
49	774.0
50	776.0
51	778.0
52	780.0
53	782.0
54	784.0
55	786.0
56	788.0
57	790.0
58	792.0
59	794.0
60	796.0
61	798.0
62	800.0
63	802.0
64	804.0
65	806.0
66	808.0
67	810.0
68	812.0
69	814.0
70	816.0
71	818.0
72	820.0
73	822.0
74	824.0
75	826.0
76	828.0
77	830.0
78	832.0
79	834.0
80	836.0
81	838.0
82	840.0
83	842.0
84	844.0
85	846.0
86	848.0
87	850.0
88	852.0
89	854.0
90	856.0
91	858.0
92	860.0
93	862.0
94	864.0
95	866.0
96	868.0
97	870.0
98	872.0
99	874.0
100	876.0

**UNIT AREAS**

UNIT #	BASEMENT SF	FIRST FLOOR SF
39	1091	1144
40	1091	1144
41	1091	1144
42	1091	1144
43	1091	1144
44	1091	1144
45	1091	1144
46	1091	1144
47	1091	1144
48	1091	1144
49	1091	1144
50	1091	1144
51	1091	1144
52	1091	1144
53	1091	1144
54	1091	1144
55	1091	1144
56	1091	1144
57	1091	1144
58	1091	1144
59	1091	1144
60	1091	1144
61	1091	1144
62	1091	1144
63	1091	1144
64	1091	1144
65	1091	1144
66	1091	1144
67	1091	1144
68	1091	1144
69	1091	1144
70	1091	1144
71	1091	1144
72	1091	1144
73	1091	1144
74	1091	1144
75	1091	1144
76	1091	1144
77	1091	1144
78	1091	1144
79	1091	1144
80	1091	1144
81	1091	1144
82	1091	1144
83	1091	1144
84	1091	1144
85	1091	1144
86	1091	1144
87	1091	1144
88	1091	1144
89	1091	1144
90	1091	1144
91	1091	1144
92	1091	1144
93	1091	1144
94	1091	1144
95	1091	1144
96	1091	1144
97	1091	1144
98	1091	1144
99	1091	1144
100	1091	1144



SECTION B-B (TYPICAL)  
UNITS 39-53

SECTION A-A (TYPICAL)  
UNITS 39-53

**LEGEND**

- UNITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- UNITED COMMON ELEMENT
- \* COORDINATE CORNER

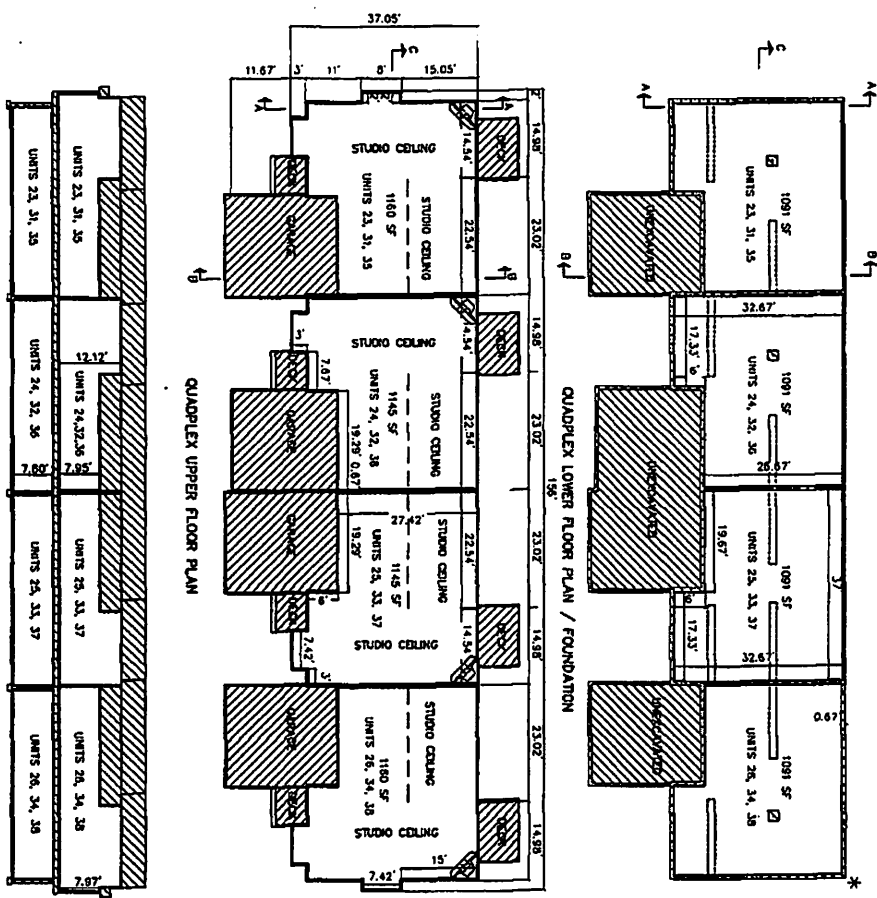
NOTE: ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER.  
NOTE: ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENTS



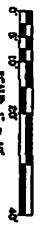
PREPARED BY  
ARTHUR W. SPONHOLZ  
PROFESSIONAL ENGINEER NO. 26407

**THE CREEKS**  
TRIPLEX BUILDING PLANS & SECTIONS  
BUILDINGS 4-U UNITS 39-65  
PREPARED BY  
ARTHUR W. SPONHOLZ  
PROFESSIONAL ENGINEER NO. 26407  
GRAND RAPIDS, MICHIGAN 49503

PROPOSED: 6-20-03  
AS-BUILT: 6-20-03  
SHEET NO. 2



**LEGEND**  
 UNITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT  
 \* COORDINATE CORNER



REGISTERED PROFESSIONAL ENGINEER  
 BY ARTHUR W. BERNTHAL  
 PROFESSIONAL SELECTION NO. 28407

SECTION C-C (TYPICAL)

QUADPLEX UPPER FLOOR PLAN

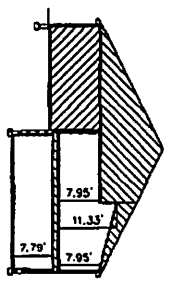
QUADPLEX LOWER FLOOR PLAN / FOUNDATION

**UNIT AREAS**

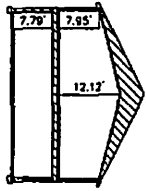
UNIT #	BASMENT SF	FIRST FLOOR SF
23	1091	1180
31	1091	1180
35	1091	1180
24	1091	1180
32	1091	1180
36	1091	1180
25	1091	1180
33	1091	1180
37	1091	1180
26	1091	1180
34	1091	1180
38	1091	1180

**BASMENT FLOOR ELEVATIONS**

BUILDING	ELEVATION
1	7.70
2	7.70
3	7.70
4	7.70
5	7.70
6	7.70
7	7.70
8	7.70
9	7.70
10	7.70
11	7.70
12	7.70
13	7.70
14	7.70
15	7.70
16	7.70
17	7.70
18	7.70
19	7.70
20	7.70
21	7.70
22	7.70
23	7.70
24	7.70
25	7.70
26	7.70
27	7.70
28	7.70
29	7.70
30	7.70
31	7.70
32	7.70
33	7.70
34	7.70
35	7.70
36	7.70
37	7.70
38	7.70



SECTION B-B (TYPICAL)  
 UNITS 23-26, 31-38



SECTION A-A (TYPICAL)  
 UNITS 23-26, 31-38

NOTE: ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER.

**THE CREEKS**  
 QUADPLEX BUILDING PLANS & SECTIONS  
 BUILDINGS L, O & P  
 UNITS 23-26, 31-38  
 PREPARED BY: JESSA EVERGREEN OR N.E.  
 GRAND RAPIDS, MICHIGAN 49525  
 PROJECT: AS-BUILT  
 SHEET NO. 110