

HUNTER'S CREEK

Receipt

The undersigned hereby acknowledges receipt from **Joyce & Don, LLC** ("Developer") of the following **Hunter's Creek** condominium documents:

- A. The recorded Master Deed including Condominium Bylaws and Subdivision Plans;
- B. An executed copy of the Purchase Agreement;
- C. A Condominium Buyer's Handbook containing in a prominent location and in boldface type, the name, telephone number and address of the person designated by the Michigan Department of Commerce to respond to complaints.
- D. A Disclosure Statement;
- E. Articles of Incorporation of the Condominium Association;
- F. Condominium Association Bylaws;
- G. Escrow Agreement;
- H. Instruction Sheet;
- I. Supplement to Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development;
- J. Hunter's Run Association Articles of Incorporation; and
- K. Hunter's Run Association Bylaws.

The undersigned further acknowledges that the Developer has informed the undersigned that the Purchase Agreement shall not be binding on the undersigned Purchaser and Purchaser may withdraw from same without cause and without penalty before conveyance of the unit and within nine business days after receipt of the above listed documents.

DATED: _____, 2000

PURCHASER

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DATED: _____, 2000

PURCHASER



MASTER DEED

HUNTER'S CREEK

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

This Master Deed is made and executed on this 31st day of March, 2000, by **Joyce & Don, LLC**, a Michigan limited liability company, whose address is 192 VanBruggen St, Michigan 49053 ("Developer"), in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.101 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), the ("Act").

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A", and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property, described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish **Hunter's Creek** as a condominium project under the Act and does declare that **Hunter's Creek** ("Condominium") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the Land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

**-ARTICLE I-
TITLE AND NATURE**

The Condominium Project shall be known as **Hunter's Creek**, Kalamazoo County Condominium Subdivision Plan No. 118. The Condominium Project is established in accordance with the Act. The engineering and architectural plans and specifications for the Project are filed with and were approved by the Building Department of the Township of Comstock, State of Michigan. The number, boundaries, dimensions and area of each Unit in the Condominium is set forth completely in the Condominium Subdivision Plan

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attached as Exhibit B hereto. Each Unit has been created for residential purposes and each Unit is capable of individual utilization as each has access to a Common Element of the Condominium. Each Co-Owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share the Common Elements with other Co-Owners as designated by the Master Deed.

-ARTICLE II-
LEGAL DESCRIPTION

Out of: 3907-08-205-075

The land which is submitted to the Condominium established by this Master Deed is particularly described as follows:

A parcel of land situate and being in the Township of Comstock, Kalamazoo County, Michigan, being more particularly described as follows:

That part of the East ½ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 649.42 feet to the Point of Beginning of this description; thence N 00° 09' 19" W parallel with the East line of the West ½ of the Northeast 1/4 of said Section 316.83 feet to the Southeast corner of Lot 55 of "Hunters Run No. 3", as recorded in Liber 40 of Plats on Page 7; thence the following four courses along the boundary of said "Hunters Run No. 3": N 28° 00' 00" E 380.00 feet; N 40° 49' 12" E 130.00 feet; N 49° 22' 44" E 167.79 feet; and Northwesterly 145.38 feet on the arc of a 439.18 foot radius curve to the right with a central angle of 18° 57' 57" and a chord bearing N 31° 08' 18" W 144.71 feet; thence N 68° 20' 41" E along the boundary of "Hunters Run No. 2", as recorded in Liber 36 of Plats on Page 27, 66.00 feet; thence Southeasterly 172.87 feet on the arc of a 373.18 foot radius curve to the left with a central angle of 26° 32' 29" and a chord bearing S 34° 55' 34" E 171.33 feet; thence N 41° 48' 12" E 193.08 feet; thence S 73° 51' 40" E 64.93 feet to said East line; thence S 00° 09' 19" E along said East line 230.03 feet to a point that is N 00° 09' 19" W 765.60 feet (11 chains and 60 links) from said East and West 1/4 line; thence S 89° 49' 30" E 385.00 feet; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet to Comstock Creek; thence N 53° 56' 48" W 396.09 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8 at a point S 00° 03' 19" E 240.00 feet from the Northwest corner of said Northeast 1/4; thence N 00° 03' 19" W 240.00 feet to said Northwest corner; thence N 89° 49' 31" W along said 1/4 line 668.26 feet to the point of beginning. This parcel contains 20.8 acres.

-ARTICLE III-
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as the Articles of Incorporation, and corporate Bylaws and Rules and Regulations of **HUNTER'S CREEK CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in **HUNTER'S CREEK** as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:



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

(b) "Administrator" shall mean the Michigan Department of Consumer & Industry Services which is responsible for the administration of the Act.

(c) "Association" shall mean the **HUNTER'S CREEK CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation, whose members shall consist of all the Co-Owners. The Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "Association Bylaws" means the corporate Bylaws of **HUNTER'S CREEK CONDOMINIUM ASSOCIATION**, the Association organized to manage, maintain and administer the Condominium.

(e) "Board" shall mean the Board of Directors of the Association. The Board will initially be those individuals selected by Developer and later it will be elected by Co-Owners as provided herein.

(f) "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

(g) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 8 and Section 53 of the Act to be recorded as part of the Master Deed.

(h) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws, and the Rules and Regulations, if any, of the Association.

(i) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to **HUNTER'S CREEK**.

(j) "Condominium Project", "Condominium" or "Project" means **HUNTER'S CREEK** as an approved Condominium Project established in conformity with the provisions of the Act.

(k) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(l) "Consolidating Master Deed" means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect all Units and Common Elements therein, which shall express percentages of value pertinent to each Unit as finally adjusted. Such Consolidating Master Deed, when recorded in the Office of the Kalamazoo County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for the Condominium.



(m) "Convertible Area" means a Unit or a portion of the Common Elements of the Condominium within which additional Units or General or Limited Common Elements may be created as defined elsewhere in the Master Deed.

(n) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Co-Owner" shall include a land contract vendee; provided, however, no Unit will have more than one (1) vote. The term "Owner" wherever used, shall be synonymous with the term "Co-Owner".

(o) "Developer" shall mean **Joyce & Don, L.L.C.**, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

(p) "Sales Period" means the period commencing from recordation of the Condominium until the Developer has sold all of the Units to Co-Owners.

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

(r) "Unit or Units" means the enclosed space constituting a single complete Unit in the Condominium as such space is described in attached Exhibit B.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

-ARTICLE IV- COMMON ELEMENTS

The Common Elements of the Condominium are shown in Exhibit "B" and described in this Article IV. The General Common Elements are for the common use and enjoyment of all of the co-owners of the condominium. The Limited Common Elements are for the exclusive use and enjoyment of appurtenant Unit owners.

A. General Common Elements. The General Common Elements are:

(1) The land and space described as a General Common Element in Exhibit "B" to this Master Deed, including roads, boulevard islands, cul-de-sac islands, sidewalks and parking spaces not specifically assigned to a particular Unit owner.

(2) Hunter's Run Road, a private road, shown in Exhibit "B" to this Master Deed.

(3) The electrical wiring network throughout the Project up to, but not including, the electric meter for each Unit.

(4) The telephone wiring network throughout the Project to the point of connection with any Unit.



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- (5) The gas line network throughout the Project, up to, but not including, the gas meter for each Unit.
- (6) The cable television system throughout the Project, up to the point of connection with any Unit.
- (7) All lighting systems installed or to be installed within or for the purpose of serving General Common Elements.
- (8) The water distribution and waste disposal network throughout the Project up to the point of connections with any Unit.
- (9) The sanitary sewer system throughout the Project up to the point of connections with any Unit.
- (10) Foundations, supporting columns, walls (including party walls, windows and doors), roofs, ceilings, floor construction and chimneys, as shown on Exhibit "B".
- (11) The storm drainage system throughout the Project.
- (12) Trash collectors.
- (13) Such other elements of the Project that are not designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep, and safety of the Project.

B. Limited Common Elements. The Limited Common Elements are:

- (1) The individual decks, patios or porches shown on Exhibit "B".
- (2) The garages, driveways and parking areas as shown on Exhibit "B".
- (3) The interior surfaces of the Unit including perimeter walls, ceilings, floors, windows, skylights and doors.
- (4) The attics, certain stairwells, and certain storerooms as shown on Exhibit "B".
- (5) The heating, ventilation and air conditioning systems appurtenant to the specific Units they exclusively serve.
- (6) The plumbing, mechanical and electrical systems appurtenant to the specific Units they exclusively serve.
- (7) The fireplace structures and combustion chambers.

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

(1) The costs of maintenance, repair and replacement of each deck, patio and porch, described in Article IV B (1) above shall be borne by the Association where such Limited Common Element is not enclosed. Where such a Limited Common Element is enclosed, the Co-Owner of the appurtenant Unit shall be responsible for all maintenance and repairs.

(2) The costs of maintenance, repair, replacement and snow removal of all roads, sidewalks, driveways and parking areas shall be borne by the Association.

(3) The costs of maintenance, repair and replacement of the exterior and roofs of all garages shall be borne by the Association. The costs of any decoration, maintenance or repair to the interior of any garages shall be borne by the Co-Owner to which such garage appertains.

(4) The costs of decoration, maintenance, repair and replacement of all interior surfaces referred to in Article IV B (3) above shall be borne by the Co-Owner of each Unit to which such Limited Common Element appertain.

(5) The costs of maintenance, repair and replacement of the heating and cooling system described in Article IV B (5) above shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.

(6) The costs of maintenance, repair and replacement of plumbing, mechanical and electrical systems described in Article IV B (6) above shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.

(7) The cost of maintaining and cleaning any fireplace structures or combustion chambers shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.

(8) The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.

D. Use of Units or Common Elements. No Co-Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of its Unit or the Common Elements.

E. Use of Common Elements for Sales Activity. 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 (including model Units and sales offices), administrative or management purposes; and
- (3) To place signs on the Common Elements for sales and promotional purposes.

F. Assignment or Reassignment of Limited Common Elements. A Limited Common Element may be reassigned, in accordance with Section 39 of the Act and the Condominium Documents. The concerned Co-Owners shall prepare a written application to the Board of Directors of the Association which shall promptly



prepare or cause to be prepared and executed, an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved. The Amendment shall be delivered to the concerned Co-Owners upon their payment of all reasonable costs for the preparation and approval thereof. All affected Co-Owners must consent to such reassignment of Limited Common Elements and all affected mortgagees must be notified.

-ARTICLE V-

UNIT DESCRIPTIONS AND PERCENTAGE OF VALUE

A. Description of Units. Each Unit in the Condominium is described in the Condominium Subdivision Plan of HUNTER'S CREEK as surveyed by Chettleburgh & Associates. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plans and as delineated by detailed dimensional descriptions of the same. In determining dimensions, each Condominium Unit shall be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor. No structural components of the building, and no pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of the Unit. Elevations are referenced to an official bench mark of the United States Coast and Geodetic survey sufficient to accurately relocate the space enclosed by the description. The architectural plans and specifications of the Units in the Condominium are on file with the Township of Comstock.

B. Percentage of Value. The percentage of value assigned to each Unit is determinative of each Co-Owner's respective share of proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. After review of the comparative characteristics of the Units, it was determined that the percentage of value assigned to each Unit shall be equal. Each Co-Owner shall be entitled to one vote for each Unit owned when voting by number and by value. This determination was based on the maintenance cost of the Common Elements and each Unit's proportionate effect on the Common Elements. The total value of the Project shall be 100%.

C. Removal of Interior Partitions. Interior partitions or walls within a unit which do not provide structural support, may from time to time, be removed or replaced. In the event a Unit owner does remove or replace any or all interior partitions or walls, no amendment of this Declaration will be necessary or required.

-ARTICLE VI-

CONVERTIBLE AREA

A. Designation of Convertible Area. All of the land dedicated herein or hereinafter dedicated to the Condominium is hereby designated a Convertible Area. All land in the convertible area may be converted from Units to General Common Elements or Limited Common Elements or from General Common Elements or Limited Common Elements to Units, in accordance with the Act and the Condominium documents. The Developer reserves the right to change any Unit to a Limited or General Common Element, to permit the Developer to construct ancillary improvements, such as recreational facilities. The Developer is not obligated to construct any such improvements.

B. Improvements to be Shown. The Condominium Subdivision Plan also does not show, but Developer may in its sole discretion elect to install, additional floors in buildings, an underground irrigation



system, an exterior lighting system, a security system, architectural walls, fences or ornamentation or other similar systems and improvements designated and intended to benefit the entire Project. Developer hereby reserves the right to construct, install and locate any and all of the improvements identified above, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere in a Unit or on the Common Elements.

C. Compatibility of Improvements. All improvements constructed within the Convertible Area shall be reasonably compatible with the improvements on other portions of the Condominium, as determined by Developer in its discretion. No additional Units and no improvements other than as indicated above may be created on the Convertible Area.

D. Term. The Developer must make any conversion within six (6) years from the date of the initial recording of the Master Deed. After such time, the option of the Developer to convert all or a portion of the Condominium as provided herein shall expire.

E. Amendment to Master Deed. The Developer shall promptly prepare, execute and record an Amendment to the Master Deed describing the conversion. The Amendment shall assign an identifying number to each Condominium Unit, if any, formed out of the Convertible Area and shall allocate to each Condominium Unit a portion of the undivided interest in the Common Elements appertaining to that area. The Amendment shall describe or delineate any limited Common Elements of the Convertible Area, showing or designating the Condominium Unit or Condominium Units to which each is assigned. Further, should Developer convert portions of a Unit to General Common Elements or Limited Common Elements, the Developer shall prepare, execute and record an Amendment to the Master Deed that describes and shows such redefinitions of the General Common Elements or Limited Common Elements as may be necessary to adequately describe and serve the Condominium Project. In connection with any such Amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium or any purpose reasonably necessary to achieve the purposes of this Article.

-ARTICLE VII- EXPANSION OF CONDOMINIUM

A. Expansion. The Project is a residential condominium which may be expanded by an amendment or succession of amendments to the Master Deed, each adding land to the Project as then constituted so as to comprise a maximum of One Hundred Five (105) residential Condominium Units. The land that may be added to the Project is described as follows:

That part of the East ½ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North ¼ corner of said Section 8; thence S 00° 05' 00" E along the North and South ¼ line of said Section 2638.28 feet to the Central ¼ corner of said Section 8; thence S 89° 49' 31" E along the East and West ¼ line of said Section 1317.68 feet to the Southeast corner of the West ½ of the Northeast ¼ of said Section 8; thence N 00° 09' 19" W along the East line of the West ½ of the Northeast ¼ of said Section 765.60 feet (11 chains and 60 links); thence S 89° 49' 30" E 385.00 feet to the Point of Beginning of this description; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 1650 feet more or less to a point that is S 89° 49' 30" E 882 feet more or less from the point



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of beginning; thence N 89° 49' 30" W 882 feet more or less to the point of beginning. This parcel contains 17.6 acres, more or less; and

That part of the East ½ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence S 00° 03' 19" E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 240.00 feet to the Point of Beginning of this description; thence S 00° 03' 19" E along said West line 600 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 500 feet more or less to a point that is S 53° 56' 48" E 396.09 feet from the point of beginning; thence N 53° 56' 48" W 396.09 feet to the point of beginning. This parcel contains 2.2 acres, more or less.

B. Reservation/Restrictions. The Developer and its successors and assigns specifically reserve the right to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the first phase of the Project, to add to the Project all or any portion of the lands described above, without the consent of any Co-Owner, mortgagee or other person. Nothing contained in this Master Deed shall in any way obligate the Developer to enlarge the Condominium Project beyond the first phase established by this Master Deed on the land described in Article II and the Developer may, in its discretion, establish all or a portion of the area for future development as a separate condominium project (or projects) or any other form of development. Other than as set forth in this Master Deed, no restrictions or limitations on such election exist as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and assignment of limited common elements thereon. All added lands shall be dedicated exclusively to residential use and all structures located thereon shall be architecturally compatible, in the reasonable judgment of the Developer or its architect, with the structures on the land included in this original Master Deed.

C. Percentage of Value. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon allocable expenses of maintenance; **PROVIDED, HOWEVER**, that in such amendment or amendments the percentages of value assigned to each unit in Article V hereof shall be reasonably reallocated as may be necessary to adequately service the additional section or sections being added to the Project by such amendment.

D. Common Elements. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the future



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development, and to provide access to any Unit that is located on, or planned for the future development, from the roadways and sidewalks located in the Project.

E. Consent. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments.

F. Time of Contraction. Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of the expansion of the Condominium, not later than 180 days after the completion of construction, a consolidating Master Deed and plans showing the condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

-ARTICLE VIII- **CONTRACTIBLE CONDOMINIUM**

A. Developer's Right to Contract. Developer reserves the right, but not an obligation, to contract the Condominium.

B. Amendment to Master Deed. There are no restrictions or limitations on Developer's right to contract the Condominium Project except as stated in this Article. The consent of any Co-Owner shall not be required to contract the Condominium Project. All of the Co-Owners and mortgagees of Units and persons interested or who become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium Project and any amendment or amendments of this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity for re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium Project and Developer may, in its discretion, establish all or a portion of the additional land described herein as a rental development, a separate Condominium, or any other form of development.

C. Term. The Developer's right to contract the Condominium Project shall expire six (6) years after the initial recording of this Master Deed.

D. Land. The land which may be withdrawn from the Condominium includes all land described in Section II hereof, and any land added by expansion pursuant to Article VII, hereof, but does not include any Unit which has been conveyed to a non-developer Co-Owner and the roadway and Common Elements adjacent to such Unit(s) and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance or building authority. The Common Elements or Units which may be withdrawn may be withdrawn as one parcel or in separate parcels at different times and in any order.

E. Minimum Number of Units. The minimum number of Units which may remain after the contract is 2 Units.

F. Time of Contraction. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, not later than 180 days after the completion of construction, a consolidating Master Deed and plans showing the condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

-ARTICLE IX- **EASEMENTS**

A. Easement for Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of any land or improvement or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

B. Easements for Maintenance and Repair. The Association, Developer, and all public or private utilities shall have easements in, on, over, under, across, through and to those portions of land, structures, buildings, improvements and walls (including interior unit walls) for the installation, maintenance, repair and replacement of all utilities and all Common Elements. The Co-Owners of any Unit shall have a permanent easement in, on, over, under, across and through the other Units where necessary or convenient for the installation, maintenance, repair and replacement of Limited Common Elements pertaining to the Unit. Each such easement shall be exercised at reasonable times and upon prior notice except in emergencies.

C. Dedications/Easements for Installation and Maintenance of Utilities and Roadways. The Association shall have the right, but shall not be obligated, to dedicate all or any portion of the roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, and pumping stations located or to be located on or under the Condominium to the Township of Comstock, the County of Kalamazoo, Michigan and/or any other appropriate governmental authorities. The Association shall also have the right to grant appropriate easements to the above governmental bodies or any appropriate public utility company for the purpose of installing, maintaining and/or repairing any roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, or pumping stations whether or not the same are dedicated. All of the Co-Owners and mortgagees of Units and other persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and the Condominium Subdivision Plan as are necessary, in the Association's sole discretion, to effectuate the purposes of this Article as the same may be approved by the Administrator and all such persons irrevocably appoint the Association, its successors and assigns, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments and all other documents as may be necessary to effectuate the purposes of this Article.

D. Easements Retained by Developer.

(1) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the adjoining parcels in which Developer, or its members, shareholders, or affiliated companies, has an ownership interest ("Contiguous Land"). All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by the Co-Owners of this Condominium and the Co-Owners of any developed portions of the Contiguous Land. This reservation of easement shall be conditioned upon use being made of same for parts of the Contiguous

Land for residential purposes or uses complimentary to the Condominium. The Co-Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of total square feet of floor area in buildings in this Condominium, and the denominator of which is comprised of the number of said floor area plus the total square feet of floor area in all buildings on the Contiguous Land.

(2) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Contiguous Land as defined herein, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium, including but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium utilization, tapping, tying-in, extension or enlargement.

-ARTICLE X- AMENDMENT AND TERMINATION

A. The Condominium Documents may be amended by the Developer or the Association of Co-Owners without the consent of Co-Owners or mortgagees if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. An amendment which does not materially change the right of a Co-Owner or mortgagee includes, without limitation, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements.

B. The Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than 2/3 of the votes of Co-Owners and mortgagees. A mortgagee shall have one vote for each mortgage held.

C. The Developer reserves the right to materially amend the Condominium Documents to expand the Condominium as herein provided, without the consent of Co-Owners or mortgages.

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

E. Co-Owners and mortgagees of record shall be notified of proposed amendments under this article, not less than ten days before the amendment is recorded.

F. The party 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 a prescribed majority of Co-Owners and mortgagees or based upon the advisory committee's decision, the cost of which are expenses of administration.



2000-011005

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03/31/2000 03:05P

MILLER JOHNSON SNELL MSDE-Kalamazoo

G. A Master Deed amendment, including the consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project, shall comply with the standards prescribed in Section 66 of the Act for preparation of an original Condominium subdivision plan for the Project.

H. If there is no Co-Owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

I. If there is a Co-Owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and unaffiliated Co-Owners of Condominium Units to which 4/5 of the votes in the association of Co-Owners appertain.

J. Agreement of the required majority of Co-Owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

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

L. Upon recordation of an instrument terminating the Condominium Project, any rights the Co-Owners may have to the assets of the association of Co-Owners shall be in proportion to their respective undivided interests in the common profits shall be distributed in accordance with the Condominium Documents and the Act.

-ARTICLE XI- ASSIGNMENT

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

-ARTICLE XII- SUBDIVISION OF A UNIT

A Unit may be subdivided at the election of the Developer until such time as Developer has conveyed the Unit to a third party Co-Owner. If Developer wishes to subdivide a Unit, the Developer shall prepare and execute an Amendment to the Master Deed showing the subdivision and shall otherwise comply with Section 49 of the Act.



MILLER JOHNSON SNELL MSDE-Kalamazoo

2000-011005

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**-ARTICLE XIII-
RIGHT TO FARM ACT**

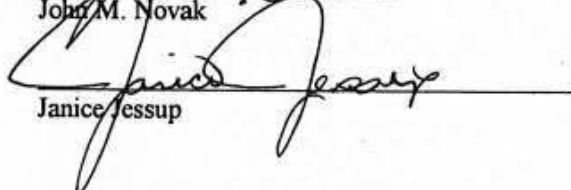
The Condominium premises may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, this Master Deed is executed the date and year written above.

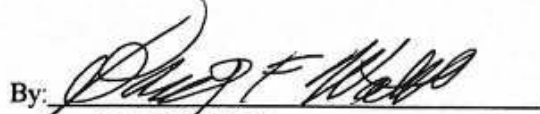
WITNESSES:

JOYCE & DON, LLC



John M. Novak


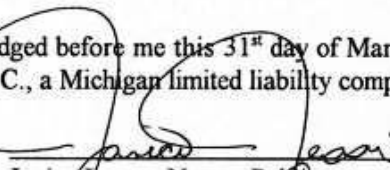
Janice Jessup

By: 

Donald F. Watts
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 31st day of March, 2000, by Donald F. Watts, Managing Member of Joyce & Don, L.L.C., a Michigan limited liability company.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
My Commission Expires: 3/10/03

THIS INSTRUMENT PREPARED BY:
John M. Novak
MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.
425 West Michigan Avenue
Kalamazoo, Michigan 49007
(616) 226-2976





2004-032161

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06/28/2004 03:48P

MILLER JOHNSON SNELL AMND-Kalamazoo ROD

④
FIRST AMENDMENT TO MASTER DEED
of
HUNTER'S CREEK

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 118

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

This Instrument Drafted by:
John M. Novak
Miller, Johnson, Snell & Cummiskey, P.L.C.
303 N. Rose, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2950

**FIRST AMENDMENT TO MASTER DEED
OF HUNTER'S CREEK**

Pursuant to the authority reserved in Article VII and Article X of the Master Deed of Hunter's Creek, a Condominium, the Developer, Joyce & Don, LLC, a Michigan limited liability company, of 192 VanBruggen Street, Comstock, Michigan 49053, by this amendment, amends the Master Deed of Hunter's Creek, a Condominium project in Comstock Township, Kalamazoo County, Michigan, established pursuant to the Master Deed recorded on March 31, 2000, at 2000-011005, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 118, for the following purposes:

1. Add fifty-three (53) units to the project to increase the project from fifty-two units to one hundred five (105) units, and add the real property described in paragraph 2 of the Amendment to the project.
2. Add terms and conditions regarding membership in Hunter's Run Association or use of Common Areas of Hunter's Run Association by co-owners of Units in Phase 2 of the Condominium.

Pursuant to Article VII (B), Article VIII, and Article X (C), the Developer has the right to unilaterally amend the condominium documents to expand the condominium or effect an amendment that does not materially alter the rights of a Co-Owner or mortgagee, without the consent of co-owners or mortgagees.

Upon the recording of this First Amendment in the Office of the Register of Deeds for Kalamazoo County, said Master Deed shall be amended in the following manner:

AMENDMENT

1. **Article II** of the Master Deed is amended to add the following:

"And, the additional land particularly described as follows:

Parcel 2. That part of the East ½ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Southwest corner of the West ½ of the Northeast 1/4 of said Section 8; thence N 00° 09' 19" W along the East line of the West ½ of the Northeast 1/4 of said Section 765.60 feet (11 chains and 60 links); thence S 89° 49' 30" E 385.00 feet to the Point of Beginning of this description; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 1650 feet more or less to a point that is S 89° 49' 30" E 880 feet more or less from the point of beginning; thence N 89° 49' 30" W 880 feet to the point of beginning. This parcel contains 17.6 acres, more or less; and





Parcel 3. That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Parcel Description: Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence S 00° 03' 19" E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 240.00 feet to the Point of Beginning of this description; thence S 00° 03' 19" E along said West line 600 feet to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 500 feet more or less to a point that is S 53° 56' 48" E 396.09 feet from the point of beginning; thence N 53° 56' 48" W 396.09 feet to the point of beginning. This parcel contains 2.2 acres, more or less.

2. The Replat No. 1, Sheets 1a through 5a of Exhibit B to the Master Deed, the Condominium Subdivision Plan, which are attached hereto, supercedes and replaces all original Sheets 1 through 5 of Exhibit B to the Master Deed, the Condominium Subdivision Plan, in their entirety to reflect the changes described above.

3. Article IV of the Master Deed is amended to add the following:

"G. Unit 105. Unit 105 of the project is a site condominium. As such, the Co-Owner of Unit 105 shall be solely responsible for the cost of the maintenance, repair and replacement of anything contained within the boundary of the Unit, including, without limitation, decks, patios, porches, garages, driveways, residential structures, other structures, parking areas, heating, ventilation and air conditioning systems, plumbing, mechanical and electrical systems or any other item contained within the boundary of the Unit as shown on the Condominium Subdivision Plan, as amended, and the cost of insurance coverage for any such items located within the boundary of the Unit. The Association shall be responsible for the cost of the maintenance, repair, replacement and snow removal of the roadway up and to the exterior boundary of Unit 105. Further, the Association shall provide, at its cost, for the benefit of Unit 105, garbage removal service, driveway snow removal and lawn mowing; provided that the Association will not be responsible for any additional landscaping or lawn care services."

4. Article V of the Master Deed is amended to add the following:

"D. Unit 105. Unit 105 is a site condominium and, as such, Unit 105 shall include all that space contained within certain horizontal planes and vertical planes designated by the heavy outline composing the boundary of Unit 105 as depicted in the Condominium Subdivision Plans, as amended, and as delineated by detailed dimensional descriptions on the same. All structural components of any residential building or other building, and any pipes, wires, conduit, ducts, flues, shafts or public utility lines, other than those owned by a utility providing such service, situated within Unit 105 and forming part of any system serving Unit 105 shall be deemed part of Unit 105. In light of the increased costs to support the roadway to Unit 105, the decreased expenses relative to the absence of certain Limited Common Elements that are common with the other Units and other factors considered by the Developer, the Percentage Value assigned to Unit 105 shall be equal to the percentage value assigned to the other units in the Project. Further, the Co-Owner of Unit 105 shall be entitled to one vote by number and by value."



5. Upon acquiring ownership of a Unit, a Co-Owner will become a member of Hunter's Run Association will be subject to the provisions of the Articles of Incorporation, Bylaws and Declaration of General Covenants and Restrictions, as amended or supplemented (Liber 1272, Page 658, Kalamazoo County Register of Deeds).

Except as above provided, all of the terms and conditions of the Master Deed and Exhibits A and B thereto shall remain in full force and effect. This First Amendment may be executed in counterparts, when placed together they shall comprise one original document.

Dated: June 28, 2004

DEVELOPER

Joyce & Don, LLC

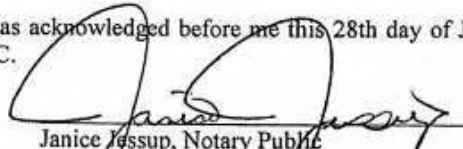
By: 

Donald Watts, Member

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 28th day of June, 2004, by Donald Watts, Member of Don & Joyce, LLC.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
My commission expires 3/10/07
Acting in Kalamazoo County



MILLER JOHNSON SNELL AMND-Kalamazoo ROD

2004-032161

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06/28/2004 03:48P



2006-011997
Page: 1 of 7
03/30/2006 10:43A

SECOND AMENDMENT TO MASTER DEED
of
HUNTER'S CREEK

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 118

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

This Instrument Drafted by:
John M. Novak
Miller, Johnson, Snell & Cumiskey, P.L.C.
303 N. Rose, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2950

Hunter's Creek
parcel # 3907-08-205-085 lot # 215533
March 30, 2006
DR #

**SECOND AMENDMENT TO MASTER DEED
OF HUNTER'S CREEK**

In accordance with the authority reserved in the Master Deed of Hunter's Creek, a Condominium, the Developer, Joyce & Don, LLC, a Michigan limited liability company, of 192 VanBruggen Street, Comstock, Michigan 49053, by this amendment, amends the Master Deed of Hunter's Creek, a Condominium project in Comstock Township, Kalamazoo County, Michigan, established pursuant to the Master Deed recorded on March 31, 2000, at 2000-011005, inclusive Kalamazoo County Register of Deeds, amended on June 28, 2004, at 2004-032161, inclusive Kalamazoo County Records (the "Master Deed"), and designated as Kalamazoo County Condominium Subdivision Plan No. 118, for the following purposes:

1. To convert Unit 105 of the Project into three (3) additional Units and Limited Common Elements and General Common Elements of the Project.

In accordance with the authority reserved in the Master Deed, the Developer has the right to unilaterally amend the Condominium Documents to effect the conversion of the Project that is subject to this Second Amendment, without the consent of Co-Owners or Mortgagees.

Upon the recording of this Second Amendment in the Office of the Register of Deeds for Kalamazoo County, said Master Deed shall be amended in the following manner:

AMENDMENT

1. This Second Amendment is made in accordance with the Article VI and other provisions of the Master Deed. A portion of the space that comprises Condominium Unit 105 of the Condominium Subdivision Plan is converted into three (3) additional Condominium Units, Limited Common Elements and General Common Elements of the Project. The Limited Common Elements assigned to such Units are delineated in Exhibit B (being the Condominium Subdivision Plan). The Units subject to this Second Amendment will be numbered 105, 106, 107 and 108 as set forth in the Condominium Subdivision Plan.

2. As set forth in Article V, each Unit of the Project, including Units 105, 106, 107, and 108, have an equal percentage of value and each Co-Owner will have one (1) vote for each Unit owned. All improvements constructed in connection with Units 105, 106, 107 and 108 will be compatible with the improvements on other portions of the Condominium.

3. The first sentence of Section A of Article VII is amended to read as follows:

The Project is a residential condominium which may be expanded by an amendment or succession of amendments to the Master Deed, each adding land to the Project as then constituted so as to comprise a maximum of One Hundred Eight (108) residential Condominium Units.

4. The Replat No. 2, Sheets 1b through 4b of Exhibit B to the Master Deed, the Condominium Subdivision Plan, which are attached, supercedes and replaces all original Sheets 1a through 4a of Exhibit B to the Master Deed, the Condominium Subdivision Plan, in their entirety to reflect the changes described above.




5. Section G of Article IV of the Master Deed is deleted in its entirety.
6. Section D of Article V of the Master Deed is deleted in its entirety.
7. Except as expressly amended herein, all of the terms and conditions of the Master Deed and Exhibits A and B thereto shall remain in full force and effect.

Dated: March 29, 2006

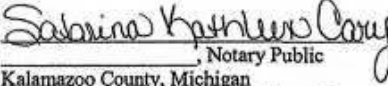
DEVELOPER

Joyce & Don, LLC

By: 
Donald Watts, Member

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 29th day of March, 2006, by Donald Watts, Member of Don & Joyce, LLC.


_____, Notary Public
Kalamazoo County, Michigan
My commission expires: 2/21/2012
Acting in Kalamazoo County

SABRINA KATHLEEN CARY
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires Feb. 21, 2012
Acting in the County of Kalamazoo

EXHIBIT B TO THE MASTER DEED OF

SURVEYOR:
CHETLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

LOCATION MAP AND SCALE

SHEET NO. SHEET TITLE

- | | |
|------|--------------------------|
| *1a. | TITLE SHEET |
| *2a. | SURVEY & FLOODPLAIN PLAN |
| *3a. | SITE PLAN |
| *4a. | UTILITY PLAN |
| 5a. | FUTURE DEVELOPMENT PLAN |

LEGAL DESCRIPTION - PHASE II

[illegible]PARCELS
CITY OF LOS ANGELES
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA[illegible]

AS LISTED, (1) AS SHOWN ON THE SHEET INDEX, INDICATES
AMENDED SHEETS, WHICH ARE REVERSED DATED MARCH 26, 2006
THOSE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE
PREVIOUSLY SUBMITTED.



[Signature]
AS PROPOSED, MARCH 24, 2006

CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED KALAMAZOO COUNTY CONDOMINIUM PLAN NUMBER 118.

	
1a	
Hunter's Creek	
DCI Engineering, P.C. 10000 Highway 100, Suite 100 Raleigh, NC 27615 Tel: 919.490.1100 Fax: 919.490.1101	

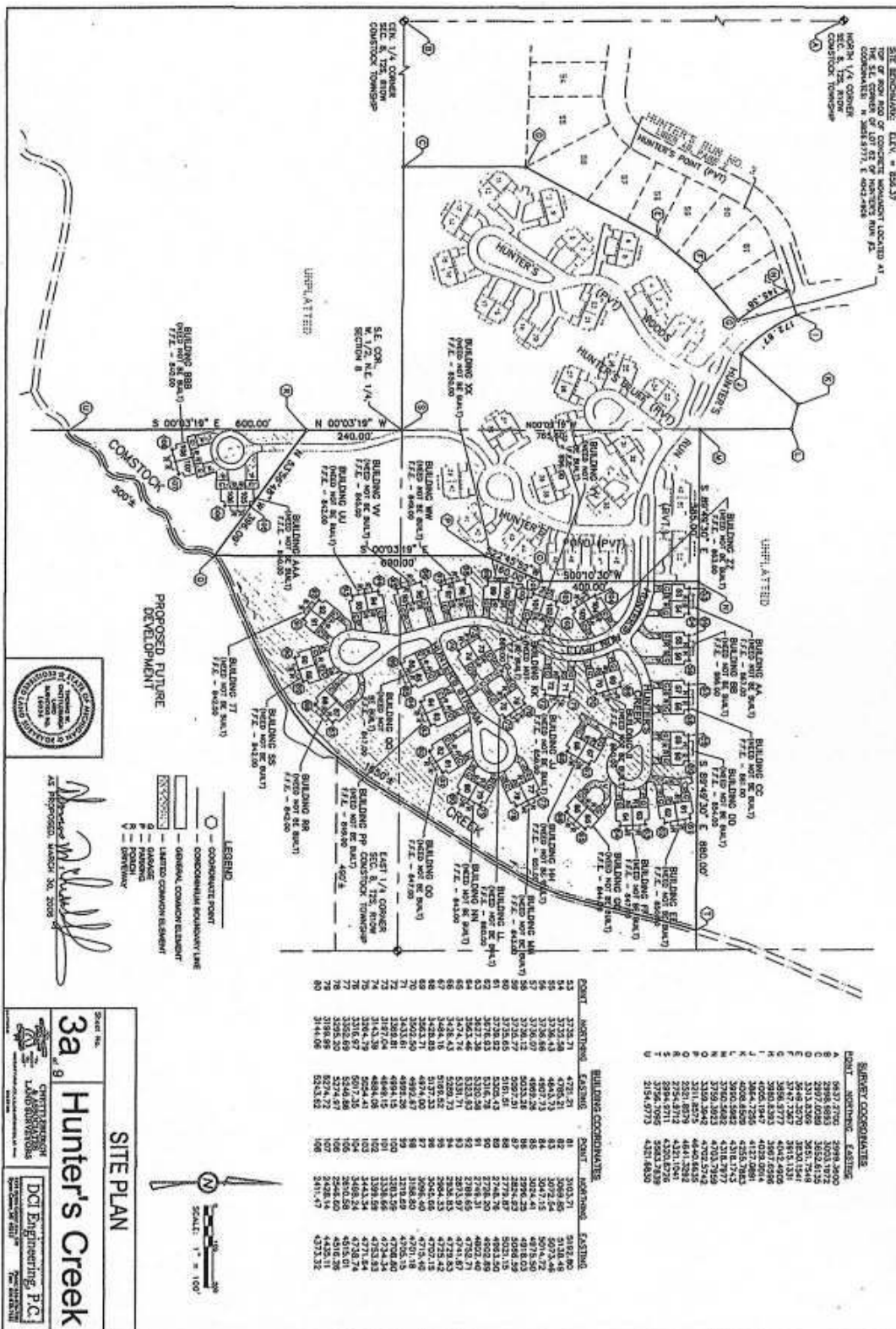


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03/30/2026 10:4

MILLER JOHNSON

AMND-Kalayaan, BOP





2006-011997

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03/30/2008 10:43a

2006-011997

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03/30/2008 10:43a



del **DELIVERED**
DEC 18 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

DELIVERED

DEC 20 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

③



MILLER JOHNSON SNELL

AMND-Kalamazoo ROD

2007-047432

Page: 1 of 8

12/20/2007 01:51P

THIRD AMENDMENT TO MASTER DEED

HUNTER'S CREEK

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Subdivision Plan No. 118

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

This Instrument Drafted By:

John M. Novak
Miller Johnson
303 North Rose Street, Suite 600
Kalamazoo, Michigan 49007
269-226-2982

DELIVERED

DEC 18 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

THIRD AMENDMENT TO MASTER DEED
Hunter's Creek
(Act 59, Public Acts of 1978)
as amended

This Third Amendment to Master Deed is made and executed this 5th day of December 2007, by Joyce and Don, LLC, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (the "Developer") and Hunter's Creek Condominium Association, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 ("Association") pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended and the Master Deed for Hunter's Creek.

PREAMBLE

A. A condominium project known as Hunter's Creek was established pursuant to the Master Deed recorded at Instrument Number 2000-011005 on March 31, 2000 and as amended by a First Amendment recorded at Instrument Number 2004-032161 on June 28, 2004 and a Second Amendment recorded at Instrument Number 2006-011997 on March 30, 2006 of the Kalamazoo County records ("Master Deed").

B. Pursuant to the provisions contained in Article X, (B) of the Master Deed, the Master Deed may be amended, even if the amendment will materially alter or change the rights of the Co-owners, provided the consent of at least 2/3 of the Co-owners is obtained.

C. The Master Deed is being amended to add a clubhouse, as a General Common Element, in place of building KK, which contained units 73 and 74 and was previously designated on the Subdivision Plans.

D. This Third Amendment was approved by the requisite 2/3 vote at a meeting of Co-owners that was certified on July 18, 2007. Upon recording this Third Amendment with the Kalamazoo County Register of Deeds, the Master Deed shall be amended in the following manner:

AMENDMENT

1. Replat No. 3, Sheets 1a, 3a, and 4a of Exhibit B to the Master Deed of Hunter's Creek, which are attached hereto will supersede and replace Replat No. 2, Sheets 1a, 3a and 4a of Exhibit B to the Master Deed, as amended by the Second Amendment to the Master Deed, to reflect the changes described above.

2. Replat No. 3, Sheets 7a and 9a of Exhibit B to the Master Deed of Hunter's Creek, which are attached hereto will be added to Exhibit B to the Master Deed of Hunter's Creek.

3. There shall be 106 units in Hunter's Creek and the percentages of value shall remain equal.

4. Except as provided above, all of the terms and conditions of the Master Deed, as previously amended, including Exhibits A and B attached thereto, shall remain in full force and effect.



MILLER JOHNSON SNELL AMND-Kalamazoo ROD

2007-047432

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12/20/2007 01:51P

This Third Amendment to Master Deed has been executed as of the day and year set forth above.

DEVELOPER
JOYCE & DON, LLC

[Signature]
Donald Watts, Member

HUNTER'S CREEK CONDOMINIUM
ASSOCIATION

By: [Signature]
Donald Watts

Its: FRET

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this 5th day of December, 2007, by Donald Watts, Member of Joyce & Don, LLC on behalf of the limited liability company.

KAREN L. DOSTER
Notary Public, Allegan County, MI
Acting in Kalamazoo County, MI
My Commission Expires: May 27, 2008

Karen L. Doster
Karen L. Doster Notary Public
Allegan County, Michigan
My Commission Expires: 05/27/08
Acting in Kalamazoo County

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this 5th day of December, 2007, by Donald Watts, the President of Hunter's Creek Condominium Association on behalf of the Association.

KAREN L. DOSTER
Notary Public, Allegan County, MI
Acting in Kalamazoo County, MI
My Commission Expires: May 27, 2008

Karen L. Doster
Karen L. Doster Notary Public
Allegan County, Michigan
My Commission Expires: 05/27/08
Acting in Kalamazoo County





HUNTER'S CREEK

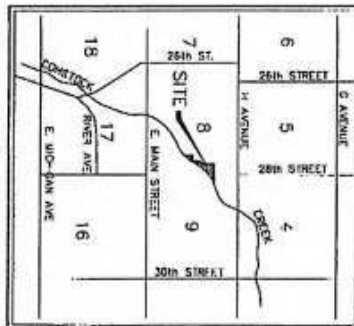
COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

SURVEYOR:
CHETTLEBURGH & ASSOCIATES, INC.
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

LEGAL DESCRIPTION - PHASE III

[illegible][illegible]

NOTE: THE ATTACHED 17th AS SHOWN ON THE SHEET INDEX, INDICATES AMENDED SHEETS, WHICH ARE REVISED DATED NOVEMBER 9, 2007. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.



LOCATION MAP
NO SCALE

CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED KALAMAZOO COUNTY CONDOMINIUM PLAN NUMBER 118.

SHEET INDEX

SHEET NO.	SHEET TITLE
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**1a. TITLE SHEET
 **2a. SURVEY & FLOODPLAIN PLAN
 **3a. SITE PLAN
 **4a. UTILITY PLAN
 FUTURE DEVELOPMENT PLAN
 5a. CLUBHOUSE FLOOR PLAN
 7a. CLUBHOUSE SECTION PLAN
 9a.



AS PROPOSED, NOVEMBER 9, 2001

TITLE SHEET

1a. Hunter's Creek

**CONTRACTOR
A ASSOCIATES
LAND SERVICES**
100 EASTMAN, TEL. (909) 470-0100, 470-0101
AND 470-0102

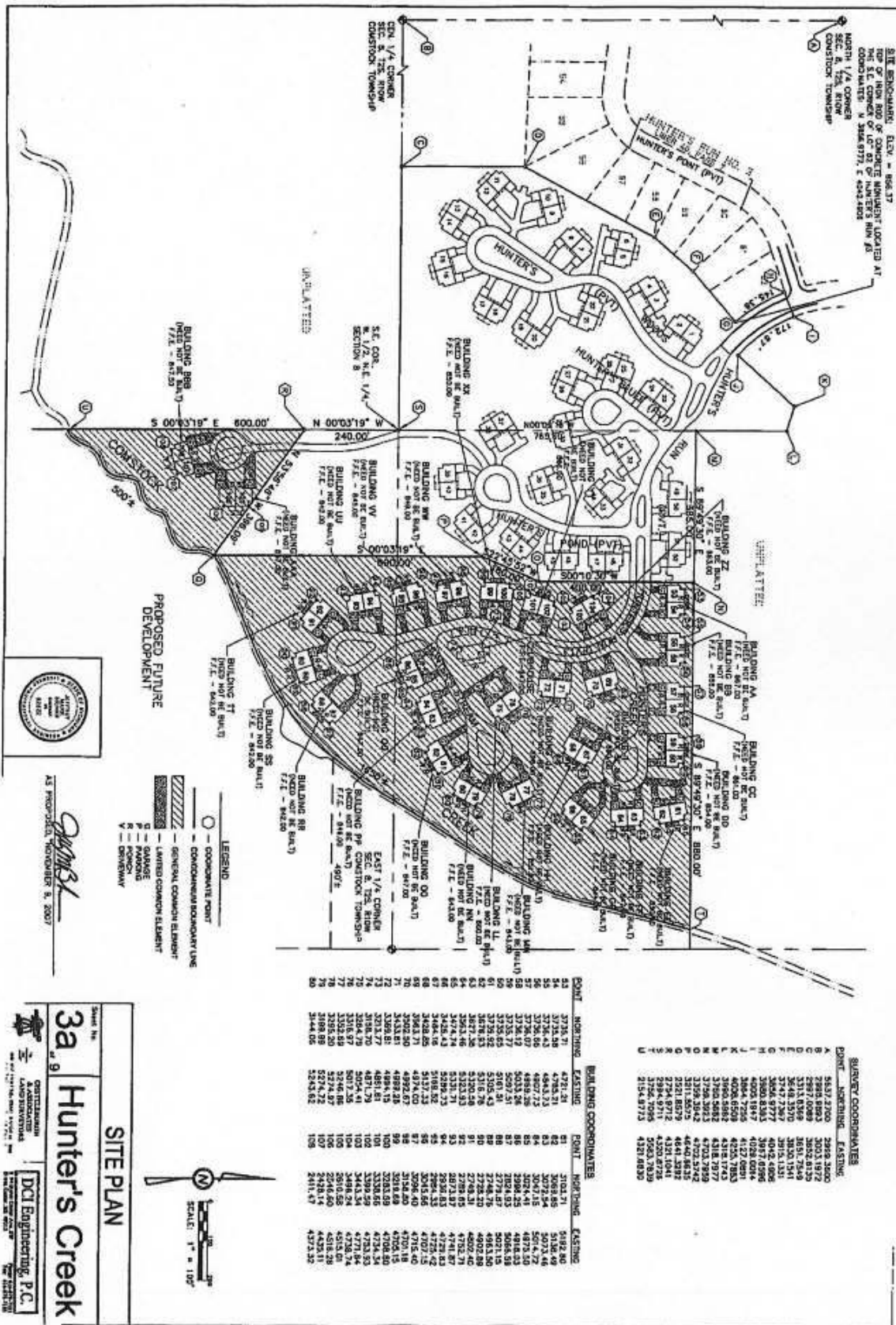
DCI Engineering, P.C.
1210 South Orange Ave. #7
Orange, Calif. 92667
Tel. (714) 961-1210
Fax (714) 961-1211

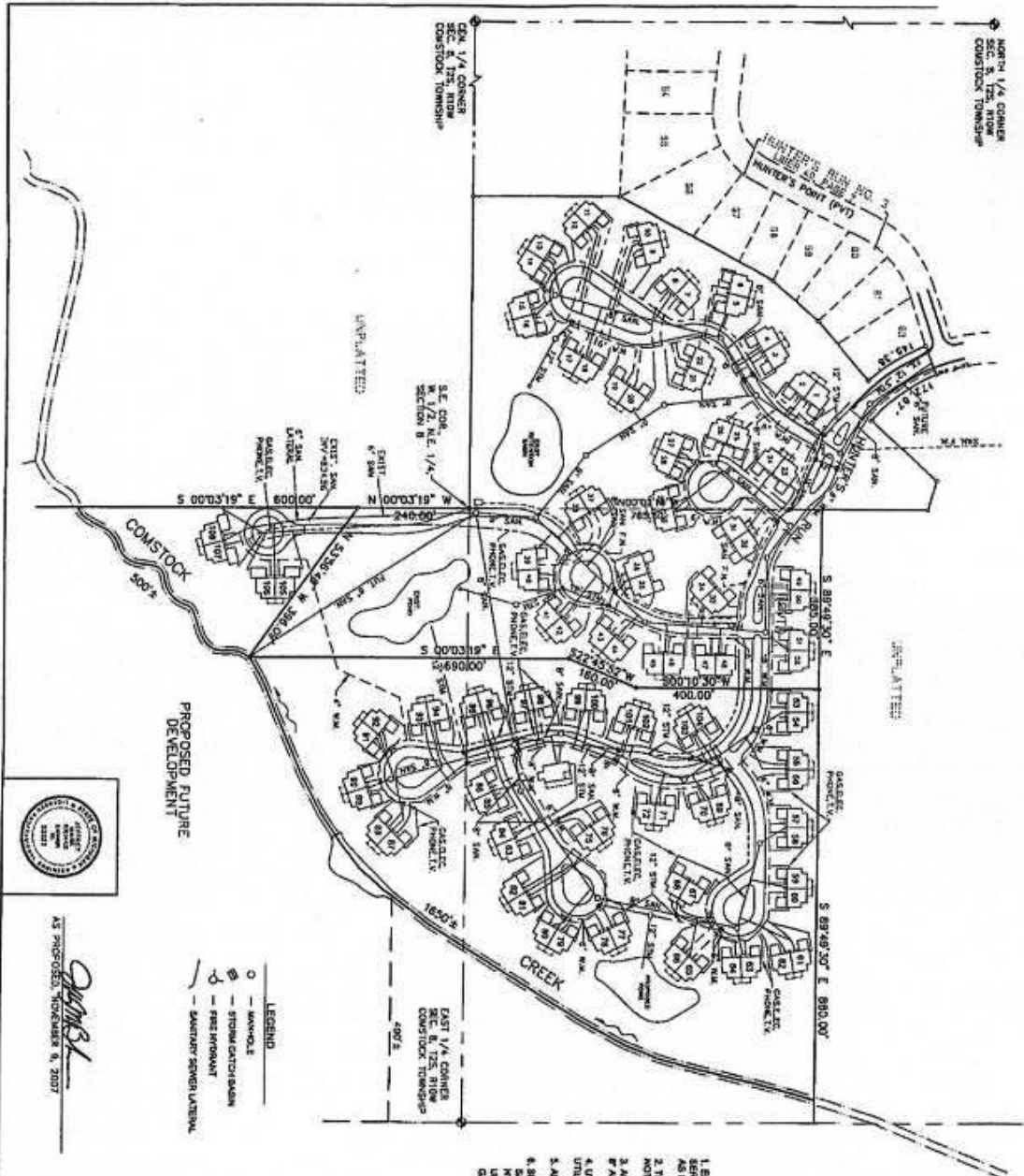


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Page: 5 of 8

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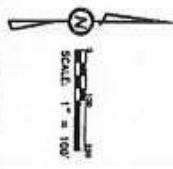
AS PROPOSED, NOVEMBER 8, 2007
DAVID A. JOHNSON

Sheet No. **4a** of **8**

Hunter's Creek

UTILITY PLAN

DESIGNED BY: DCI Engineering, P.C.
 DRAWN BY: DCI Engineering, P.C.
 CHECKED BY: DCI Engineering, P.C.
 DATE: 12/20/2007



- GENERAL NOTES**
1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS AND SANITARY SEWER LATERALS ARE SHOWN IN THE PLAN AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.
 2. THE UTILITY INFORMATION SHOWN IS FOR AVAILABLE RECORDING AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
 3. ALL 12" STORM SEWER PIPES, 8" SANITARY SEWER PIPES, 6" FORCE MAINS AND 6" AND 8" WATER MAINS MUST BE BUILT.
 4. UTILITIES SHOWN SERVING BUILDINGS AS SHOWN MUST BE BUILT. ALL OTHER UTILITY SERVICES WERE NOT BE BUILT.
 5. ALL GAS MAINS ARE 2" UNLESS OTHERWISE SHOWN.
 6. SERVICE PIPE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
 SANITARY SEWER LATERAL - 8"
 MAIN - 12"
 WATER MAIN - 8"
 GAS MAIN - 2"

LEGEND

LINE TYPE	UTILITY	SOURCE
---	ELECTRIC CABLE	CONSUMERS ENERGY
---	TELEPHONE CABLE	AMERICAN
---	TELEVISION CABLE	CABLE VISION OF MICHIGAN
---	GAS MAIN	CONSUMERS ENERGY
---	WATER MAIN	CITY OF KALAMAZOO
---	SANITARY SEWER	CITY OF KALAMAZOO
---	STORM SEWER	DCI ENGINEERING

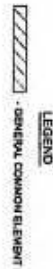


LEGEND

 • GENERAL COMMON ELEMENT

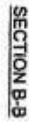
7a ₉	Hunter's Creek
-----------------	----------------

**CHARTERED
ENGINEERS
& ASSOCIATES
LIMITED**
INCORPORATED IN CANADA
1000-10000
1000-10000
1000-10000



LEGEND

1. ALL EXTERIOR FIRST FLOOR WALLS ARE 0.38" THICK UNLESS OTHERWISE NOTED. OTHERWISE NOTED.
2. FINISH FLOOR ELEVATIONS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS.



SCALE: 3/16" = 1'-0"



AS PROPOSED NOVEMBER 9, 2007

9a. Hunter's Creek

CLUBHOUSE SECTION PLAN

CRELLISON
& ASSOCIATES
LAND SURVEYING

DCI Engineering, P.C.

DCI Engineering, P.C.
20000 Linder Ave. 20
St. Louis, MO 63114
Phone 314.479.1741
Fax 314.479.1746

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COUNTY OF KALAMAZOO



**FOURTH AMENDMENT TO MASTER DEED
OF
HUNTER'S CREEK**

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Subdivision Plan No. 118

- (1) Fourth Amendment
- (2) Exhibit A to Fourth Amendment: Affidavit of Adoption
- (3) Exhibit B to Fourth Amendment: Affidavit of Notice

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

This Instrument Drafted By
and After Recording, Return To:

Mark C. Hanisch
Charron & Hanisch, P.L.C.
4949 Plainfield, N.E.
Grand Rapids, Michigan 49525
(616) 363-0300

**FOURTH AMENDMENT TO MASTER DEED
OF
HUNTER'S CREEK**

(Act 59, Public Acts of 1978)
as amended

This Fourth Amendment to Master Deed is made and executed this 28 day of MAY, 2010, by Joyce & Don, LLC, a Michigan limited liability company, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (the "**Developer**") and Hunter's Creek Condominium Association, a Michigan non-profit corporation, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (the "**Association**") pursuant to the provisions of Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "**Act**") and the Master Deed for Hunter's Creek.

PREAMBLE

- A. A condominium project known as Hunter's Creek (the "**Project**") was established by the recording of a master deed recorded at Instrument Number 2000-011005 on March 31, 2000.
- B. The master deed was amended by a First Amendment recorded at Instrument Number 2004-032161 on June 28, 2004, by a Second Amendment recorded at Instrument Number 2006-011997 on March 30, 2006 and by a Third Amendment recorded at Instrument Number 2007-047432. The master deed and its amendments are collectively referred to as the "**Master Deed**".
- C. Pursuant to the provisions contained in Article X(B) of the Master Deed, the Master Deed may be amended, even if the amendment will materially alter or change the rights of the Co-owners, provided the consent of at least 2/3 of the Co-owners is obtained.
- D. Section 67 of the Act provides, in pertinent part, that a developer has the right to withdraw from a condominium project all undeveloped portions of the project not identified as "must be built" without the prior consent of any co-owners, mortgagees of units in the project or any other party having an interest in the project if the developer has not completed development and construction of units or improvements in the condominium project that are identified as "need not be built" during the period ending either ten years after the date of commencement of construction by the developer of the project or, if the master deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the condominium project, then six years after the date the



developer exercised its rights with respect to either expansion, contraction or rights of convertibility, whichever right was exercised last.

- E. Section 67 of the Act also provides, in pertinent part, that if the developer does not withdraw the undeveloped portions of the project from the project before the expiration of the applicable time period, those undeveloped lands shall remain part of the condominium project as general common elements and all rights of the developer to construct units upon that land shall cease.
- F. The Master Deed for the Project contains provisions permitting the expansion, contraction and rights of convertibility.
- G. In previously recorded amendments to the Master Deed, the Developer exercised rights of expansion and convertibility, the last exercise of either of those rights being less than six years from the date of this amendment to the Master Deed.
- H. Primarily as a result of economic conditions outside the control of the Developer, it is very unlikely that the Developer will complete development and construction of Units or improvements in the Project that are identified as "need not be built" by the deadline established in Section 67 of the Act. However, the Developer and the Association agree that it is not in the best interests of either the Developer or the Association for the Developer to withdraw the undeveloped portions of the Project from the Project or for those undeveloped portions of the Project to become general common elements of the Project and for the Developer's rights to construct Units upon that land to cease.
- I. The Master Deed is being amended to extend the deadline for the Developer to complete development and construction of Units or improvements in the Project and to exercise the Developer's right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project.
- J. The Association has determined that the values of the Co-owners' Units may diminish if the Developer ceases to construct Units or withdraws land from the Project at this time because, among other reasons, the Developer may construct a new project within the withdrawn lands containing Units that may not be as pleasing to the Co-owners as additional Units and Common Elements in the Project would be and because if the undeveloped lands remain General Common Elements and the Developer's right to construct additional Units ceases, the cost of maintenance, repair and replacement of the Common Elements within the Project will be more expensive to each Co-owner than they would be if additional Units were added to the Project, resulting in more Co-Owners sharing those expenses.

- K. This Fourth Amendment was duly approved by the requisite 2/3 vote at a meeting of Co-owners that was held on May 26, 2010 and this Fourth Amendment was also duly approved by the Developer. The Association and the Developer acknowledge and agree that each received adequate consideration for entering into this Fourth Amendment, that each party benefits from this Fourth Amendment and that each party is relying on this Fourth Amendment. Upon the recordation of this Fourth Amendment in the office of the Kalamazoo County Register of Deeds, this Fourth Amendment shall be effective to amend the Master Deed.

PROVISIONS

1. The Master Deed is amended to add the following Article XIV:

ARTICLE XIV

DEADLINE TO COMPLETE CONSTRUCTION AND/OR WITHDRAW UNDEVELOPED LAND

A. **Extended Deadline.**

Notwithstanding any deadline for completion of development and construction of Units or improvements in the Project or for the withdrawal of undeveloped land from the Project which would result from the application of Section 67 of the Act or any other provision of the Act, or from the application of any other provision of this Master Deed or any other Condominium Document, the Developer shall have until March 31, 2020 to complete development and construction of Units and improvements in the Project and/or to withdraw undeveloped land from the Project.

B. **Developer's Rights.**

While the continued development of the Project and construction of improvements shall be in substantial accordance with the Condominium Documents, including the Subdivision Plan, the Developer, throughout the extended development period described in subparagraph A above, retains the same rights to make development and construction modifications and amendments to the Master Deed as the Developer had before this Fourth Amendment.


2. **Continuing Effect.**

The provisions of the Master Deed, as previously amended, which are not amended by this Fourth Amendment remain in effect.

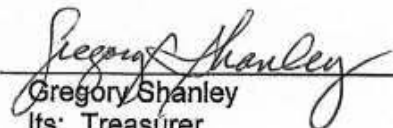


The Developer and the Association have duly executed this Fourth Amendment to Master Deed as of the date set forth in the opening paragraph.

DEVELOPER:
JOYCE & DON, LLC


Donald Watts, Member

HUNTER'S CREEK CONDOMINIUM
ASSOCIATION

By: 
Gregory Shanley
Its: Treasurer

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)ss

The foregoing instrument was acknowledged before me this 28th day of May, 2010, by Donald Watts, Member of Joyce & Don, LLC, a Michigan limited liability company, on behalf of the limited liability company.

Sabrina Kathleen Cary 2-28-10
*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)ss

The foregoing instrument was acknowledged before me this 28th day of May, 2010, by Gregory Shanley, Treasurer of Hunter's Creek Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Sabrina Kathleen Cary
*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

*Please Print Name Beneath Signature Line

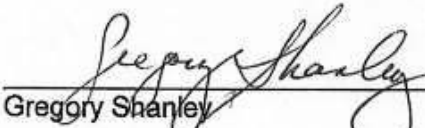
**EXHIBIT A TO FOURTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK**

AFFIDAVIT OF ADOPTION


STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

Gregory Shanley ("**Gregory**") and Cheryl Hatfield ("**Cheryl**") after being duly sworn, depose and say that:

1. Gregory and Cheryl are the treasurer and board member, respectively, of Hunter's Creek Condominium Association ("**Association**").
2. Gregory and Cheryl certify and affirm, on behalf of the Association, that at a meeting of the Association duly called and held on May 26, 2010, the proposed adoption of the Fourth Amendment to Master Deed of Hunter's Creek received the affirmative vote of more than two-thirds (2/3) of the co-owners entitled to vote as reflected on the records of the Association. The vote was sixty-three (63) votes for and zero (0) votes against adoption of the amendment.

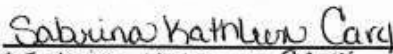


Gregory Shanley



Cheryl Hatfield

Subscribed and sworn to before me this 28th day of May, 2010 by Gregory Shanley and Cheryl Hatfield.



*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

*Please print or type name beneath signature line



2010-018785
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**EXHIBIT B TO FOURTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK**

AFFIDAVIT OF NOTICE

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Donald Watts, being duly sworn, deposes and says that:

1. He is a member of Joyce & Don, LLC, a Michigan limited liability company, the developer of the Condominium Project known as "Hunter's Creek" and designated as Kalamazoo County Condominium Subdivision Plan No. 118 (the "Project").
2. On MAY 28, 2010, which will be more than ten (10) days before the recording of the Fourth Amendment to Master Deed of Hunter's Creek (the "Fourth Amendment") to which this Affidavit is attached, all Co-Owners of record in the Project were notified of the proposed Fourth Amendment as required by Section 90(5) of Michigan's Condominium Act. Some notices were sent by first class mail, postage fully prepaid, and others were hand delivered.



Donald Watts

Subscribed and sworn to before me this 28th day of May, 2010 by
Donald Watts.

Sabrina Kathleen Cary
*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

*Please print or type name beneath signature line



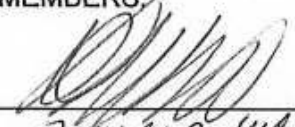
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**CONSENT RESOLUTION
OF
JOYCE & DON, LLC**

All of the members of Joyce & Don, LLC, a Michigan limited liability company (the "**Company**") consent to, approve and authorize the execution, acknowledgment, delivery and recordation of the proposed Fourth Amendment to Master Deed of Hunter's Creek which would accomplish, among other things, an extension of the deadline for completion of development and construction of units and improvements in Hunter's Creek and for the withdrawal of undeveloped land from the project. Donald Watts is authorized to execute, acknowledge and deliver the Fourth Amendment on behalf of the Company and to take all other actions necessary to cause the Fourth Amendment to become effective.

Dated: May 28, 2010

MEMBERS:



DONALD WATTS



2010-018785
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EXHIBIT A
CONDOMINIUM BYLAWS
OF
HUNTER'S CREEK

-ARTICLE I-
ASSOCIATION OF CO-OWNERS

Section 1. Organization. Hunter's Creek, a residential condominium located in the Township of Comstock, Kalamazoo 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 Condominium Bylaws, the Association's Articles of Incorporation, Association Bylaws, Rules and Regulations of the Association, and all applicable local ordinances and the laws of the State of Michigan, including the Michigan Condominium Act (the "Act").

Section 2. Compliance. All present and future Co-Owners of the Association as provided in Article II, Section 1, below (the terms "Member" 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 Association's Articles of Incorporation and Bylaws, and all 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 Condominium Bylaws. The Condominium 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.

Section 4. Definitions. All terms used herein shall have any special meaning attributed to such terms in the Master Deed or set forth in the Act.

-ARTICLE II-
ADMINISTRATION OF ASSOCIATION

Section 1. Membership and Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-Owner of a Condominium Unit shall be a Member of the Association during their term of ownership, and no other person or entity shall be entitled to membership.

(b) The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to their Unit in the Condominium.



MILLER JOHNSON SNELL MSDE-Kalamazoo

2000-011005

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03/31/2000 03:06P

(c) Except as limited in these Bylaws, each Unit shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages of value allocated to the Units owned by such Co-Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value unless voting is specifically required to be both in value and in number.

(d) No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until said Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in subparagraph "(e)" below or by a proxy given by such individual representative.

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

(f) There shall be an annual meeting of the Members of the Association commencing with the first annual meeting held as provided in Section 4 of this Article II. At least ten (10) days written notice of the time, place and subject matter of the meeting shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners at the address indicated in the notice designating such individual representative. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners.

(g) The presence in person or by proxy of thirty (30%) percent in value of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required herein to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the Members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy or by written ballot, if applicable, at a given meeting of the Members of the Association.



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(j) Other provisions as to voting by Members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 2. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Each director must be a Member of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors elected by the Developer prior to the first annual meeting of members held pursuant to Section 4 of this Article II. The Association Bylaws shall govern the number, term of office, manner of election, removal, replacement, meetings, quorum, voting requirements, and other duties or provisions of or relating to directors, so long as they are not inconsistent with this Article II of the Condominium Bylaws. All directors shall serve without compensation.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements.

(2) To collect assessments from the Members of the Association and to use the proceeds for the purpose of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

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

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, including but not limited to borrowing for equipment to maintain the Premises, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the Members of the Association in value.

(8) To make rules and regulations in accordance with Article VI, Section 1 (n) of these Bylaws.



MILLER JOHNSON SNELL MSDE-Kalamazoo

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

(10) To enter into agreements with lenders, the purposes of which are to obtain mortgage financing for Unit Co-Owners.

(11) To enforce the provision of the Condominium Documents.

(12) To deliver at least once a year, an annual financial statement to the Co-Owners.

(b) The Board of Directors may designate one (1) specific real estate broker, licensed for the State of Michigan, to handle all real estate sales and rentals of Units in the Project, and which broker shall be located in the County of Kalamazoo, Michigan, and hereby be available locally to handle such sales and rentals of the Unit in the Project.

(c) The Board of Directors may employ for the Association one or more professional management agents at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 2(a) of this Article II, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the Members of the Association. Nothing herein shall be deemed to prevent a Co-Owner from hiring the Management Agent or any third party to manage their Unit. Such management agents may include the Developer or any person or entity related thereto provided that, pursuant to Section 55 of the Act, the Association may void any management contract on the Transitional Control Date or within ninety (90) days thereafter and on thirty (30) days notice at any time thereafter for cause. Also, to the extent any such management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Association by notice at least thirty (30) days before the expiration of the one year.

(d) All of the actions (including, without limitation, the adoption of the Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the first annual 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 members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

(e) Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance or gross negligence in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder

based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Before any payment is made under this subparagraph (e), the Board of Directors shall give each Co-Owner ten (10) days prior written notice. Any expenses incurred by the Association under this subparagraph (e) shall be expenses of administration.

Section 3. Officers. The Association Bylaws shall provide 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 provision pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number and in value.

Section 4. Meetings of Members. The first annual meeting of the members of the Association convened not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of twenty-five (25%) percent of the Units that may be created. The Association shall comply with Section 52 of the Act which provides, in part, as follows:

(a) An advisory committee of nondeveloper Co-Owners shall be established either 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 1/3 of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the project, whichever occurs first. The advisory committee shall meet with the Condominium Project board of directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-Owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association of Co-Owners is elected by the nondeveloper Co-Owners.

(b) Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 25% of the Units that may be created, at least one director and not less than 25% of the Board of Directors of the Association of Co-Owners shall be elected by nondeveloper Co-Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 50 % of the Units that may be created not less than 33 1/3 % of the Board of Directors shall be elected by nondeveloper Co-Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper Co-Owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the project or as long as 10% of the Units remain that may be created.

(c) Notwithstanding the formula provided in subsection (b), 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the project, if title to not less than 75 % of the Units that may be created has not been conveyed, the nondeveloper Co-Owners have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors of the Association of Co-Owners equal to the percentage of Units they hold, and the Developer has the right to elect as provided in the Condominium Documents, a number of members of the board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.



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(d) If the calculation of the percentage of members of the board that the nondeveloper Co-Owners have the right to elect under subsection (b), or if the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Co-Owners under subsection (c) results in a right of nondeveloper Co-Owners to elect a fractional number of members of the board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board that the nondeveloper Co-Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the board. Application of this subsection shall not eliminate the right of the Developer to designate one member as provided in subsection (b).

The date, time and place of such first Annual Meeting shall be set by the Board of Directors, and at least fifteen days written notice shall be given to each Co-Owner. Thereafter, an annual meeting shall be held each year on such date as specified in the Association Bylaws.

-ARTICLE III- **OPERATION OF ASSOCIATION**

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

Section 2. Taxes. Pursuant to Section 131 of the Act, special assessments by governmental authorities and real property taxes are to be assessed against the Units identified as such in the Condominium Subdivision Plan and not on the Condominium Premises or any part thereof, except for the year in which the Condominium was established subsequent to the tax day for that year. Real property taxes and special assessments which become a lien against the Condominium Premises, or any part thereof, in that year shall be expenses of administration to be assessed against, apportioned among and paid by the Co-Owners in the manner provided in this Article III.

Section 3. Common Expenses and Receipts. All expenditures affecting the administration of the Project shall include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project. Receipts affecting the administration of the Condominium Project shall include all sums received as the proceeds of or pursuant to a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project.

Section 4. Condominium Documents, Books of Account. The Association shall keep current copies of the Master Deed, Bylaws, all other Condominium Documents and all books, records and contracts concerning the administration and operation of the Condominium. Such documents shall be available for inspection by Co-Owners, prospective mortgagees and their representatives. The Association shall keep detailed books of account, in accordance with the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such documents and books of account shall be open for inspection by the Co-Owners during reasonable working hours on normal working days designated by the Association. The books shall be audited by an independent accountant at least once a year, but such audit need not be certified nor must the auditors be certified public accountants. The cost of such audit and all accounting expenses shall be an expense of administration. At least once a year the Association shall prepare and distribute to each Co-Owner a statement of its financial condition, the contents of which shall be



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defined by the Association. Any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The financial reports and statements provided for in this section are not required to be certified.

Section 5. Construction Liens. Section 132 of the Act provides that a mechanic's lien otherwise arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitation set forth below. Act No. 179 of the Public Acts of 1891 has been replaced by the Construction Lien Act P.A. 497 of 1980 as amended, but construction liens remain subject to the following limitations:

(a) Except as provided in this section a mechanic's (construction) lien for work performed upon a Condominium Unit or upon a limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(b) A mechanic's (construction) lien for work authorized by the developer or principal contractor and performed upon the Common Elements may attach only to Condominium Units owned by the Developer at the time of recording of the statement of account and lien.

(c) A mechanic's (construction) lien for work authorized by the association of Co-Owners may attach to each Condominium Unit only to the proportionate extent that the Co-Owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A mechanic's (construction) lien may not arise or attach to Condominium Unit for work performed on the Common Elements not contracted by the developer or the association of the Co-owners.

In the event that a mechanic's (construction) lien attaches to a Unit or a Common Element with respect to work or materials furnished and contracted for by the Association, the Association shall either cause the mechanic's (construction) lien to be removed by bonding, payment, compromise or settlement, or commence a judicial action to contest such lien. Any costs incurred by the Association in connection therewith shall be expenses of administration.

Section 6. Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 10 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Notwithstanding any other provisions contained herein, the Board of Directors shall have authority to levy additional assessments or increase general assessments, where the Board of Directors, in its sole discretion, determines that: (1) the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to finance the replacement



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of existing Common Elements; (3) to finance additions to the Common Elements not to exceed One Thousand (\$1,000.00) Dollars per Unit annually; and (4) where the Board of Directors determines that there is or has been an emergency situation.

(b) Special assessments, in addition to those assessments required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per Unit annually, (2) assessment to purchase a Unit upon foreclosure of the lien for assessment described herein, (3) assessments to purchase a Unit for use as a resident manager's Unit, (4) assessment for major repair or replacement of the roof of a Unit, or (5) assessment for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 6(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners in value and in number.

(c) Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.

(d) All assessments, whether general or special, shall be due and payable at such times as the Board of Directors shall determine, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the greater of 7% or the highest legal annual interest rate permitted by the laws of the State of Michigan until paid in full. Each Co-Owner (whether one or more person or entities) shall be, and remain, personally liable jointly and severally if the Co-Owner consists of more than one person or entity) for the payment of all assessments pertinent to his Unit which may be levied while such Co-Owner is the owner thereof.

(e) Notwithstanding anything herein to the contrary, every purchaser of a Unit in the Condominium shall pay a one time non-refundable buy-in fee to the Condominium Association, prior to closing, that is equal to the greater of Five Hundred Dollars (\$500.00).

Section 7. Collection of Assessments. All sums assessed by the Association under this Article III shall be subject to, and the Association shall have all rights conferred by, Section 108 and 111 of the Act which provide as follows:

"Sec. 108.

(1) Sums assessed to a Co-Owner by the association of Co-Owners which are unpaid constitute a lien upon the Unit or Units in the project owned by the Co-Owner at the time of the assessment before other liens except tax liens on the Condominium Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded as set forth in subsection (3), have priority over a first mortgage recorded subsequent



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to the recording of the notice of lien. The lien upon each Condominium Unit owned by the Co-Owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-Owner but which became due while the Co-Owner had title to the Condominium Units. The lien may be foreclosed by an action or by advertisement by the association of Co-Owners in the name of the Condominium Project on behalf of the other Co-Owners.

(2) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(3) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

(a) The notice of lien shall set forth:

(i) The legal description of the Condominium Unit or Condominium Units to which the lien attaches.

(ii) The name of the Co-Owner of record thereof.

(iii) The amounts due the association of Co-Owners at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the association of Co-Owners and may contain other information as the association of Co-Owners may deem appropriate.

(c) The notice of lien shall be recorded in the office of register of deeds in the county in which the Condominium Project is located and shall be served upon the delinquent Co-Owner by first class mail, postage prepaid, addressed to the last known address of the Co-Owner at least 10 days in advance of commencement of the foreclosure proceeding.

(4) The association of Co-Owners, acting on behalf of all Co-Owners, unless prohibited by the Master Deed or Bylaws, may bid in at the foreclosure sale, and acquire hold, lease, mortgage, or convey the Condominium Unit.



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(5) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

(6) An action for money damages and foreclosure may be combined in one action.

(7) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-Owner and to lease the Condominium Unit and collect and apply the rental therefrom.

Sec. 111.

(1) Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against a Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.

(b) Payments due under a first mortgage having priority thereto.

(2) A purchaser or grantee is entitled to a written statement from the association of Co-Owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the Condominium Unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of Co-Owners as provided in this act, at least 5 days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the Condominium Unit together with interests, costs, and attorney fees incurred in the collection thereof."

Any expenses incurred by the Association in collecting unpaid assessments, including interest, costs and attorney's fees and advances for taxes or other liens paid by the Association to protect the Association's lien, shall be chargeable to the Co-Owner in default, and shall be secured by the lien on his Unit.

The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days prior written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to a vote at any meeting of the Association so long as such default continues.

Section 8. Non-Use of Common Elements. No Co-Owner shall be exempt from any assessment levied pursuant to this Article III by reason of their nonuse or waiver of use of any of the Common Elements or by the abandonment of their Unit.

Section 9. Developer's Obligation for Assessments. The Developer shall be deemed to be a Co-Owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for payment of assessments in accordance with this Article, except that prior to the first annual meeting of the Condominium Association and/or prior to the obtaining of a Certificate of Occupancy on the Unit, Developer shall not be required to pay full Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 10. Reserve. The Association shall maintain a reserve fund for major repairs and replacements of Common Elements as required by Section 105 of the Act. The reserve fund shall be at least ten (10%) of the Association's annual budget on a noncumulative basis and may be increased by the Board of Directors. Funds contained in the reserve fund shall be used only for major repairs and replacement of Common Elements. There shall be set aside by the Association by the time of the Transitional Control Date, an amount equal to at least ten (10%) percent of the assessments levied by the Association prior to the Transitional Control Date. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-Owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

Section 11. Potential Liability for Unpaid Assessments. Section 58 of the Act provides that if a mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for Association assessments chargeable to that Unit which became due prior to the acquisition of title to the Unit by such person. The unpaid assessments are deemed to be common expenses collectible from all Co-Owners including such person, its successors and assigns.

Section 12. Liability for Negligence. Each Co-Owner is liable for the expense of any maintenance, repair or replacement tendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

If any Co-Owner fails to maintain or repair any part of its Unit or the Limited Common Elements required to be maintained and repaired by such Co-Owner, or if a Co-Owner becomes liable for maintenance, repair or replacement due to negligent conduct as provided in the foregoing paragraph, and if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements, or any other portion of the Condominium Property, and such failure of the Co-Owner to maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Association to the Co-Owner, the Association may levy a special assessment against such Co-Owner for the cost of said maintenance or repair and cause such repairs or maintenance to be made.

-ARTICLE IV- INSURANCE

Section 1. Insurance. The Association shall carry liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium. The Association, at the election of the Board of Directors, may carry other insurance, including cross coverage for damages done by one Co-Owner to another. The insurance carried by the Association shall be administered in accordance with the following provisions:



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(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagees endorsements to the mortgagees of Co-Owners. Each Co-Owner may obtain insurance coverage at their own expense upon their Unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for their personal property located within their Unit or elsewhere on the Condominium and for their personal liability for occurrences within their Unit or upon Limited Common Elements appurtenant to their Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against 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. Any improvements made by a Co-Owner within their Unit shall be covered by insurance obtained by and at the expense of said Co-Owner, provided that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article III hereof.

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

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

Section 2. Appointment of Association. Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium, their Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. 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 the proceeds and to distribute the same to the Association, the Co-Owner and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing.

-ARTICLE V- RECONSTRUCTION AND EMINENT DOMAIN

Section 1. Reconstruction. If any portion of the Condominium is damaged, including any Unit or a Common Element, the damaged portion of the Condominium shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless the Co-Owners vote to terminate the Condominium as provided in

the Master Deed. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless seventy-five percent (75%) or more of the Co-Owners in value and in number agree to reconstruct by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair Responsibility. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of the Co-Owner to repair such damage in accordance with Section 3 hereof. The Association shall be responsible for reconstruction and repair as set forth in Section 4 hereof.

Section 3. Co-Owner Responsibility. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of their Unit, including, but not limited to, floor coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to interior walls within a Co-Owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association then the reconstruction or repair shall be the responsibility of the Association in accordance with this Article. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs 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, assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Reconstruction. Any such reconstruction or repair should be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage, unless the Co-Owners shall unanimously decide otherwise.

Section 6. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the Co-Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall thereupon be divested of all interest in the Condominium. In addition, the provisions of Section 133(2) of the Act shall control and provides as follows:

"(2) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitations just compensation to the Co-Owner of the Condominium Unit taken for his undivided interest in the Common Element as well as for the Condominium Unit."

(b) In the event that any condemnation award shall become payable to any Co-Owner 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 Co-Owner unless it is impractical to rebuild or repair such Unit as hereinafter provided, in which event the award shall be paid to the Co-Owner and, upon such payment, the Co-Owner and his mortgagee shall thereupon be divested of all interest in the Condominium. If only a part of a Unit is taken and it is practical to rebuild or repair such Unit and use the same for a lawful purpose permitted by the Condominium Documents, the Association shall rebuild the same as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to such Unit to the Co-Owner thereof. In the event that the award is insufficient to repair or rebuild the Unit, assessments shall be made against all Co-Owners for such repair or rebuilding in amounts sufficient to pay the actual or estimated cost thereof, provided, however, that if the Limited Common Elements specified in the Master Deed must be repaired or rebuilt, the cost of such repair or rebuilding in excess of the condemnation proceeds therefor shall be directly assessable against the Co-Owners of the Unit to which such Limited Common Elements appertain. In addition, the provisions of Sections 133(3) and (4) of the Act, as applicable, shall control, and state as follows:

"(3) If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium Unit not taken. The undivided interest for each Condominium Unit in the Common Elements appertaining to the Condominium Units shall be reduced in proportion to the diminution in the fair market value of the Condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-Owners of a Condominium Unit shall be reallocated among the other Condominium Units in the Condominium Project in proportion to their respective undivided interests in the Common Elements. A Condominium Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Condominium Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-Owner and not reinvested in the Co-Owner pursuant to subsection (4) as well as for that portion of the Condominium Unit taken by eminent domain.

(4) If the taking of a portion of a Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for



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a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being 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. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Condominium Unit for the Co-Owner's entire undivided interest in the Common Elements and for the entire Condominium Unit."

(c) Upon the partial or complete taking of a Unit, the provisions of Section 133(5) of the Act shall control, as applicable, and state as follows:

"(5) Votes in the Association of Co-Owners and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to the relative voting strength in the Association of Co-Owners. A Condominium Unit partially taken shall receive a reallocation as though the voting strength of the Association of Co-Owners was reduced in proportion to the reduction in the undivided interests in the Common Elements."

(d) If any portion of the Common Elements is taken by eminent domain, the Board of Directors shall determine whether to repair, rebuild or replace the portion so taken or to take such action as is deemed appropriate. Any award for such taking shall be paid to the Association for the benefit of the Co-Owners. In the event that no such affirmative vote is so obtained, the award therefore shall be allocated to the Co-Owners in proportion to their respective undivided interests in the Common Elements. In accordance with Section 133(1) of the Act, the Association, through the Board of Directors, may negotiate on behalf of all Co-Owners for any taking of Common Elements and any negotiated settlement shall be binding on all Co-Owners.

Section 7. Common Elements. The Association shall give any person or institution holding a first mortgage written notice, at such address as it may direct, from time to time, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount.

Section 8. Mortgages. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.



-ARTICLE VI-
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 development and use of the Units and the Condominium shall be subject to the following limitations:

(a) No dwelling Unit in the Condominium shall be used for other than single family residence purposes (except that persons not of the same immediate family residing together may occupy a Unit with written consent of the Board of Directors, which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of single family residences.

(b) No Co-Owner shall make alterations in exterior appearance or make structural modifications to their dwelling Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Board of Directors, including (but not by way of limitation), exterior painting, the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior modifications, nor shall any Co-Owner damage or make modifications or attachments to Common Element walls between Units without the prior written approval of the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

(c) No improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements. No conduct that creates unreasonable noise or otherwise unreasonably disturbs other Co-Owners shall be permitted in the Condominium.

(d) No Co-Owner shall do or permit anything to be done or keep or permit to be kept in their Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association. In such event, the Co-Owner(s) responsible for such activity shall pay to the Association the increased cost of such insurance premiums.

(e) No animal shall be kept in a Unit or permitted on the Condominium Premises other than aquatic or marine animals in an aquarium maintained within a dwelling Unit, domesticated cats, dogs, and birds, and further provided that such animals shall be owned by a Co-Owner. There shall be a maximum of two animals, domesticated cats or dogs, per Unit and animals shall be taken off of paved and onto green areas for the purpose of relieving themselves. Animal owners shall immediately remove any waste created by their animal and may be fined by the Association for failing to remove such waste. No animals or pets of any kind may be brought or kept in any dwelling Unit or on any Condominium Property by any guest or tenant of any Co-Owner unless advance approval is obtained from the Association. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No dangerous animal may be kept in the Condominium. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. All dogs on the Common Elements shall be controlled by leash, held by a person of sufficient age, size, and discretion as to be able to exert complete control over such animal. Any person who causes or permits an animal to be brought to be kept on the Condominium Property, shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property. Any agent or employee of the Association, or any Co-Owner or any member of the family of a Co-Owner, shall have the right to seize, hold, contain and confine any



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animal found loose on the Condominium Property, and to return the same to its owner or to deliver the same into the custody and control of any dog warden, police officer, or humane society, who will accept custody and control of such animal without liability of any nature for such action. A Co-owner may be released from any portion of this restriction by written approval of a majority of the Board of Directors. The Association shall have the authority to order the removal from the Condominium of any animal that is deemed a nuisance by the Board of Directors in their sole discretion.

(f) The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except in garages and as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times, and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. 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 or condition maintained by a Co-Owner either in his dwelling Unit or upon the Common Elements, which alters the appearance of the Condominium.

(g) Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and terraces, shall not be obstructed in any way, nor shall they be used for purposes other than 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.

(h) No house trailers, commercial vehicles, boat trailers, boats, camping trailers, snowmobiles, snowmobile trailers or vehicles used other than for personal transportation may be parked or stored upon the Condominium unless parked in garages, and then only if such use of a garage does not result in the displacement of automobiles from any garage to other parking places in the Condominium. No motorcycles, motorbikes, motor scooters or snowmobiles (except as used for transport to and from the Premises), maybe parked or stored on the Condominium, provided, however, that this Section shall in no way limit the Association in the operation of any vehicles, including commercial vehicles, necessary to the performance of its responsibilities. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided or unless while making deliveries or pickups in the normal course of business). Co-Owners shall register with the Association all vehicles kept on the Condominium Premises. All vehicles located on the Condominium Premises must be operational and properly licensed, otherwise such vehicles will be towed and the Co-Owner responsible for all towing costs.

(i) No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of 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.

(j) No advertising shall be displayed which is visible from the exterior of a Unit or the Common Elements. This Section shall include "For Rent" or "For Sale" signs, advertising stickers, and sign, light or other device of any nature used for advertising.

(k) No unsightly condition shall be maintained on any patio or deck, and only furniture and equipment consistent with ordinary patio and deck use shall be permitted to remain there during seasons when patios and decks are reasonably in use, and no furniture or equipment of any kind shall be stored on patios or decks during seasons when such areas are not reasonably in use. No Co-Owner shall perform any landscaping or plant trees, shrubs or flowers or place any ornamental materials upon the Common Elements,



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except in such Co-Owner's patio, courtyard or deck area appurtenant solely to their Unit. All such permitted plantings shall be maintained by the Co-Owner.

(l) Each Co-Owner shall maintain their Unit and any Limited Common Elements appurtenant thereto, in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems. Each Co-Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by the Co-Owner or their family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the Co-Owner in the manner provided in Article III hereof.

(m) The Association or its duly authorized agents, shall have access to each Unit from time to time during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents, shall also have access to each dwelling Unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall provide the Association means of access to their Unit during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to their Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

(n) Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer). Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value.

(o) Co-owners shall not, without the prior approval of the Board of Directors of the Association, install heating or cooling systems in garages.

(p) Owners and occupants of dwelling units shall exercise extreme care to minimize noise and in the use of musical instruments, radios, television sets and amplifiers, so as not to disturb the other Co-Owners or tenants.

(q) Owners and occupants shall be responsible for water sprinkling of the lands and landscaping appurtenant to their specific dwelling unit so as to maintain a consistently attractive condition.

(r) No garments, rugs, towels, sheets or other items may be hung from balconies, windows or other portions of the Condominium Property.

(s) Co-Owners shall not, without the prior written approval of the Board of Directors, use or maintain any window covering, drape or shade that is not white in color. Garage doors shall be kept closed at all times except when necessary for ingress and egress into garage and during times of repair or work in garage.



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(t) Co-Owners shall not, without the prior written approval of the Board of Directors, allow more than three (3) persons to permanently reside in a single unit. Permanent residence shall be defined as a period of more than three (3) weeks. The total number of guests permitted overnight in a Unit or permitted to reside in a Unit for more than a 72-hour period shall not exceed twelve (12) persons. Notwithstanding anything contained in this subsection to the contrary, Co-Owners shall not, without the prior written approval of the Board of Directors, allow more than seven (7) persons to permanently reside in a Unit, which is freestanding and located within the boundaries of the 2.2 acre parcel described in Article VII of the Master Deed.

(u) The Association shall be responsible for payment of bills related to all utility services serving the Condominium, including water, electric, gas, sanitary sewer, and other like charges or expenses that are not separately billed to each Co-Owner. Co-Owners shall be responsible to the Association for their portion of such payments in accordance with their percentage of value in the Condominium as set forth in Article V of the Master Deed. If a Co-Owner fails to make their payment after it is billed to them by the Association, at a time determined in the sole discretion of the Association, then the Association shall have all of its rights under Article III hereof for collection of such payments from the Co-Owner.

(v) Notwithstanding anything in these By-Laws to the contrary, none of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period as hereinafter defined, or of the Association in adherence 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. During the Construction and Sales Period, the Developer or its agents, are irrevocably authorized, permitted and empowered to sell, lease or rent Units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For purposes of this Section, the Construction and Sales Period shall be deemed to continue so long as Developer owns any dwelling Unit which it offers for sale. Until all dwelling Units in the entire Condominium (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, business office, construction office, model Unit, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable construction and sale of the entire Project by Developer. Developer shall have the right to operate and/or park its vehicles, whether commercial or otherwise, throughout the Project during the Construction and Sales Period. Developer shall have full right to utilize all or any portion of any Unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the Project.

-ARTICLE VII- MAINTENANCE OF COMMUNITY INTERESTS

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

Section 1. Ownership, Transfer and Lease. Units may be owned by one or more natural persons or legal entities. All Co-Owners of Units must be accepted as a Member by the Association pursuant to the Association's Bylaws. Ownership by a fiduciary or legal entity may be conditioned upon occupancy by a designated individual, except for Units owned by the Developer or its successors or assignees. Ownership of any interest in any Unit or change in permanent occupancy of a Unit may not be transferred except in accordance with this Article and the Association's bylaws and upon not less than ten (10) days prior written

notice to the Association. Such notice shall include the name and address of the purchaser or transferee and the terms of sale or transfer.

Section 2. Additional Restriction on Leasing. All non-owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state. No Co-Owner may lease a unit without the prior written approval of the Association. A Co-Owner, including the Developer, desiring to rent or lease a Unit, shall provide written notice of their intent to lease to the Association of Co-Owners at least twenty-one (21) days before leasing the Unit and shall supply the Association of Co-Owners with a copy of the lease. If Developer proposes to rent Units before the transitional control date, it shall notify each Co-Owner in writing. No lease or other rental agreement shall provide for a term of less than twelve (12) months, unless otherwise permitted by the Association. The Board may, except to the extent prohibited by law, require a Member to obtain and turn over to the Board a security deposit before allowing any tenant or new Member to occupy a Unit. No subletting and no assignment of a lessee's interest in the lease shall be permitted without Board approval. In the event a Co-Owner leases a Unit and the lease or occupancy is terminated for any reason, prior to expiration of its initial twelve month term, the Co-Owner shall be prohibited from releasing the Unit to any third party during the unexpired portion of the initial twelve month term. None of the restrictions on leasing or transfer apply to Developer.

Section 3. Non-Owner Compliance.

(a) All non-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-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 Co-Owner by certified mail of the alleged violation by a person occupying Co-Owner's Unit.

(ii) The Co-Owner 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-owner occupant and, simultaneously, for money damages against the Co-Owner and non-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-owner occupant and the Co-Owner liable for any damages caused to the Condominium.



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

Section 4. Waiver of Enforcement. Notwithstanding the provisions of Article VIII, failure of the Association or Board of Directors to enforce the provisions of this Article VII by institution of an action for relief within one (1) year from the date of sale, lease or other transfer, shall constitute a waiver of the Association's rights to enforce the provisions of this Article.

-ARTICLE VIII- DEFAULT

Section 1. Relief. In the event of a default by a Co-Owner under any of the terms or provisions of the Condominium documents, the Association shall have all the rights, powers (including the power to make Rules and Regulations implementing Section 106(c) of the Act) and remedies conferred by Section 106 of the Act which provides as follows:

“Sec. 106. A default by a Co-Owner shall entitle the Association of Co-Owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

(b) In proceedings arising because of an alleged default by a Co-Owner, the Association of Co-Owners, if successful, may recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

(c) Such other reasonable remedies the Condominium Documents may provide including but without limitation the charging of fines against Co-owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments as may be provided in the Condominium Bylaws or rules and regulations of the condominium, if any.”

Section 2. Additional Relief. In addition to the rights, powers and remedies of the Association set forth in Section 106 of the Act, 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 upon the Common Elements, Limited or General, or into any Unit, where reasonably



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necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that prior to the entry into a Unit the Association shall give the affected Co-Owner at least two (2) days prior written notice of its intent to enter and, if the Co-Owner within the two (2) day period fails to correct such violation, the Association shall thereupon have the right to enter the Unit in accordance with the preceding clause.

Section 3. Co-Owner Relief. A Co-Owner shall have the rights and remedies conferred by Section 107 of the Act; provided, however, that in no event shall a Co-Owner in an action commenced by him against the Association or against him by the Association be entitled to recover attorneys' fees. Section 107 provides as follows:

"Sec. 107. A Co-Owner may maintain an action against the Association of Co-Owners and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or this act."

Section 4. Failure to Enforce. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or the Act shall not constitute a waiver of the right of the Association or any such Co-Owner to enforce such right, provisions, covenant or condition in the future.

Section 5. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Co-Owners 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 from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

-ARTICLE IX- 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 management agreement, if any, or to any disputes, claims or grievances arising among or between the Members or between such Members and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiters decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the Member and one (1) individual appointed by the Board of Directors of the Association. These two panelists will then promptly agree on the third member of the panel. No Member who is a natural person may appoint himself or a member of his household to the panel. No corporate Member may appoint one of its directors, officers, or employees to the panel. Neither may a Member serve on behalf of the Board.



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The arbitration costs shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election by Members or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No Member shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

-ARTICLE X- MORTGAGES

Section 1. Mortgage of Units. Any Co-Owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of any such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

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

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

-ARTICLE XI- AMENDMENTS

These Condominium Bylaws may be amended in the same manner and by the same procedures as the Master Deed may be amended as set forth in Article VII of the Master Deed.

-ARTICLE XII- CONFLICTING PROVISIONS

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

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium Bylaws;



- (3) The Articles of Incorporation of the Association;
- (4) The Bylaws of the Association; and
- (5) The Rules and Regulations of the Association.

**-ARTICLE XIII-
CAPTIONS**

The captions contained in these Condominium Bylaws are for convenient reference only, and do not add to or detract from nor in any way expand or limit the content of the Articles and Sections set forth herein.

**-ARTICLE XIV-
SEVERABILITY**

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

**-ARTICLE XV-
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to the Association or any other entity. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. In accordance with Section 90 of the Act, such reserved rights may not be amended without the consent of the party holding such rights.



EXHIBIT B TO THE MASTER DEED OF

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

SURVEYOR:
CHETTLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

LEGAL DESCRIPTION

[illegible]

LOCATION MAP
NO SCALE



CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED KALAMAZOO COUNTY CONDOMINIUM PLAN NUMBER _____

SHEET INDEX

SHEET NO.	SHEET TITLE
1.	TITLE SHEET
2.	SURVEY & FLOODPLAIN PLAN
3.	SITE PLAN
4.	UTILITY PLAN
5.	FUTURE DEVELOPMENT PLAN
6.	FLOOR PLANS, BLDG. TYPE I
7.	FLOOR PLANS, BLDG. TYPE II
8.	SECTION PLANS, BUILDING TYPE I
9.	SECTION PLANS, BUILDING TYPE II

TITLE SHEET

1 Hunter's Creek



AS REQUESTED, MARCH 20, 2000

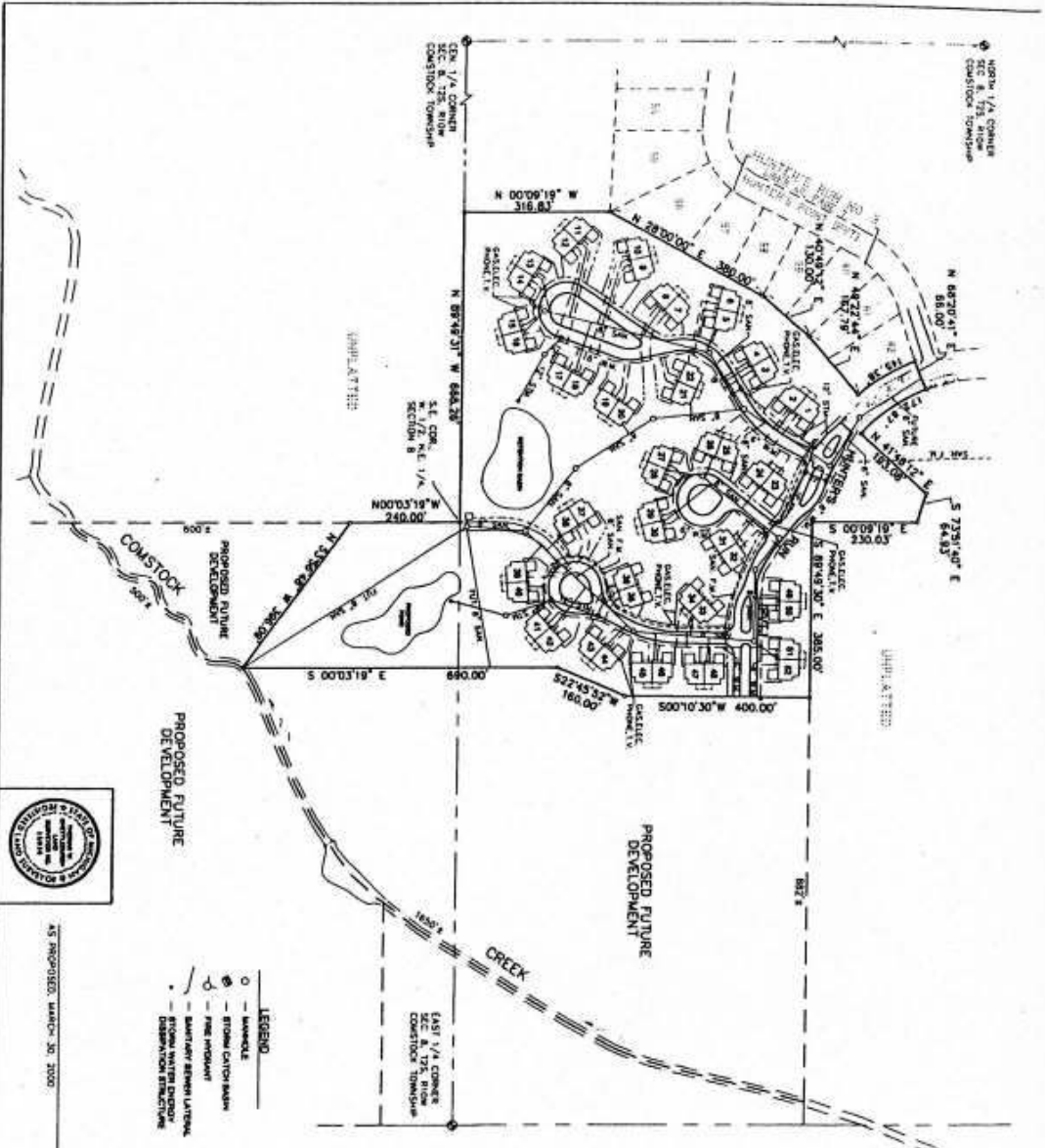


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EXHIBIT B





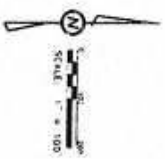
AS PREPARED, MARCH 20, 2000

- LEGEND**
- MANHOLE
 - STORM CATCH BASIN
 - FIRE HYDRANT
 - SANITARY SEWER LATERAL
 - STORM WATER DRAINAGE DRAINAGE STRUCTURE

UTILITY PLAN

4 Hunter's Creek

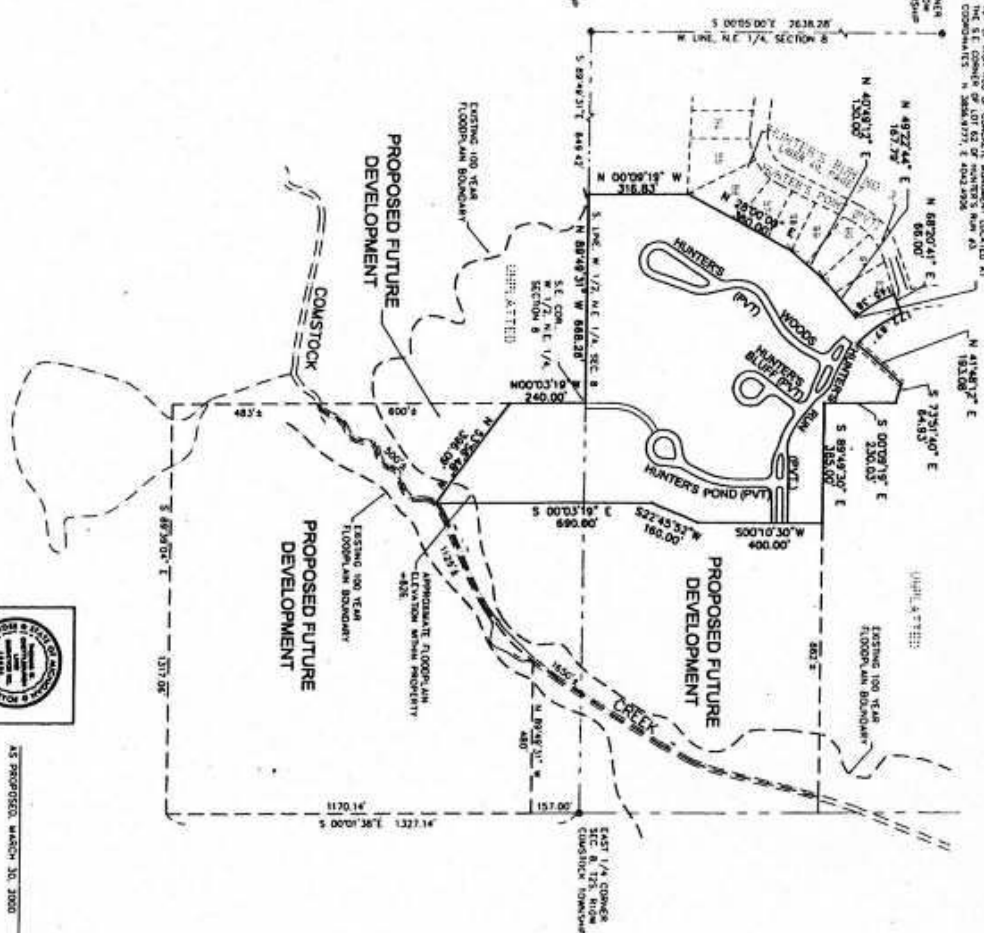
DCI ENGINEERING
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- LEGEND**
- LINE TYPE SOURCE
 - ELECTRIC CABLE — COMMERCE ENERGY
 - TELEPHONE CABLE — MICHIGAN
 - TELEPHONE CABLE — CABLEVISION OF MICHIGAN
 - GAS MAIN — COMMERCE ENERGY
 - WATER MAIN — CITY OF Kalamazoo
 - SANITARY SEWER — CITY OF Kalamazoo
 - STORM DRAIN — WASHINGTON & ASSOCIATES

- GENERAL NOTES**
1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS AND SANITARY SEWERS ARE SHOWN IN EXISTENCE AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.
 2. THE EXISTING UTILITIES SHOWN ARE FOR AVAILABLE RECORDS AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
 3. ALL "P" STORM SEWER PIPES, "P" SANITARY SEWER PIPES, "P" FORCE MAINS AND "P" WATER MAINS MUST BE BUILT.
 4. UTILITIES SHOWN SERVING BUILDINGS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

FOR 1/4 CORDS
M.C. 8.125. PILE
CONSTRUCTION TURNING



AS PROPOSED, MARCH 30, 2001

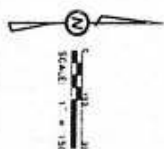


FUTURE DEVELOPMENT PLAN

5 Hunter's Creek

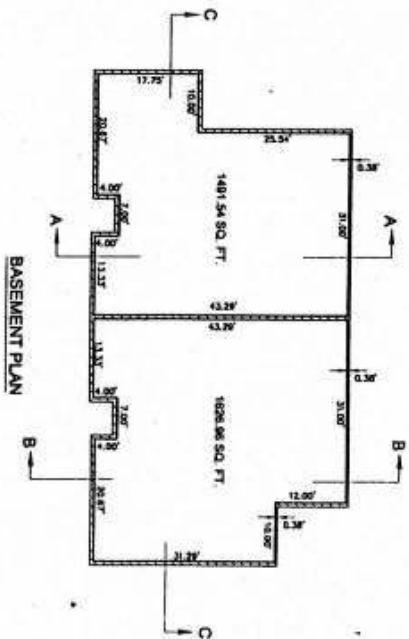
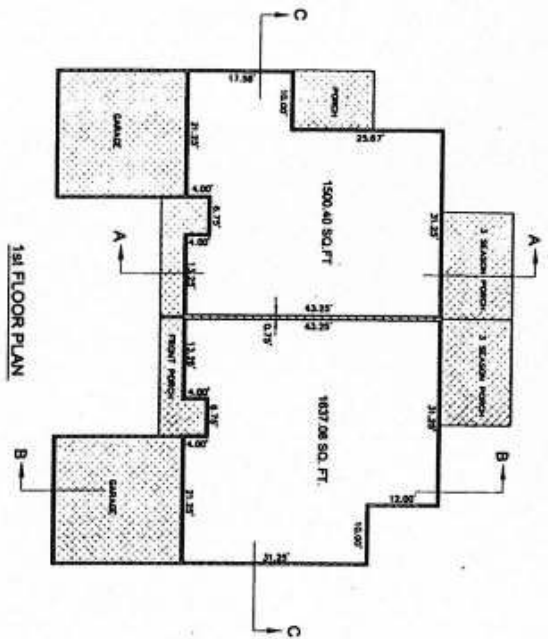


- 540252
 —
 — NATURAL DEVELOPMENT AREA
 []
 — COMMERCIAL BOUNDARY LINE
 — 11-18 YEAR FLOODPLAIN
 — BOUNDARY
 — EXISTING LINE
 — INTERSECTION LOT LINE
 — ADJACENT EXISTING BOUNDARY

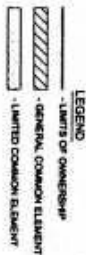


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MILLER JOHNSON SNELL
MSDE-Kalamazoo



- GENERAL NOTES:
1. ALL BASEMENT WALLS ARE 0.87' THICK UNLESS OTHERWISE NOTED.
 2. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.36' THICK UNLESS OTHERWISE NOTED.
 3. ALL FIRST FLOOR PARTY WALLS ARE 0.76' THICK UNLESS OTHERWISE NOTED.
 4. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER UNLESS OTHERWISE NOTED.
 5. OPTIONAL, OPEN, SCREENED AND ENCLOSED PORCHES, FIREPLACES, AND SPLITLIGHTS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS. THEY NEED NOT BE BUILT.
 6. ALL 3 SEASON PORCHES ARE 12.0' X 18.0' UNLESS OTHERWISE NOTED.
 7. ALL GARAGES ARE 24.0' X 24.0' UNLESS OTHERWISE NOTED.
 8. ALL AREAS NOT LABELED "OPTIONAL" OR "NEED NOT BE BUILT" ARE "MUST BE BUILT" AREAS.



AS PROPOSED, MARCH 30, 2000

<p>Drawn By: 6</p> <p>Hunter's Creek</p>		<p>FLOOR PLANS, BUILDING TYPE I</p>
<p>DCI ENGINEERING</p> <p>1000 1st Ave.</p> <p>Seattle, WA 98101</p>	<p>OWNER'S REPRESENTATIVE</p> <p>LAND DEVELOPMENT</p>	<p>DATE: 03/31/2000</p> <p>BY: [Signature]</p>

1st FLOOR PLAN

2nd FLOOR PLAN
(OPTIONAL EACH SIDE)

BASEMENT PLAN

LEGEND

- LIMITS OF OWNERSHIP
- ▣ - DERIVATIVE COMMON ELEMENT
- ▢ - LIMITED COMMON ELEMENT

- GENERAL NOTES:
1. ALL BASEMENT WALLS ARE 0.87' THICK UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.38' THICK UNLESS OTHERWISE NOTED.
3. ALL FIRST & SECOND FLOOR PARTY WALLS ARE 0.75' THICK UNLESS OTHERWISE NOTED.
4. ALL GYMNASIUM PARTIES ARE AT RIGHT ANGLES (90°) TO EACH OTHER UNLESS OTHERWISE NOTED.
5. OPTIONAL OVER SCREENED AND ENCLOSED PORCHES, FIREPLACES, AND SINKHOUS/STOVE TOPS WILL BE INDICATED ON THE AS-BUILT DRAWINGS AND THEY NEED NOT BE BUILT.
6. ALL 3 SEASON PORCHES ARE 12.7' X 18.0' UNLESS OTHERWISE NOTED.
7. ALL GARAGES ARE 24.0' X 24.0' UNLESS OTHERWISE NOTED.
8. ALL AREAS NOT LABELLED "OPTIONAL" OR "NEED NOT BE BUILT" ARE "MUST BE BUILT" AREAS.

SCALE: 1/8" = 1'-0"



AS PROPOSED, MARCH 20, 2000

FLOOR PLANS, BUILDING TYPE II

7 Hunter's Creek

**CHATTANOOGH
LAND REDEVELOPMENT
DISTRICT**

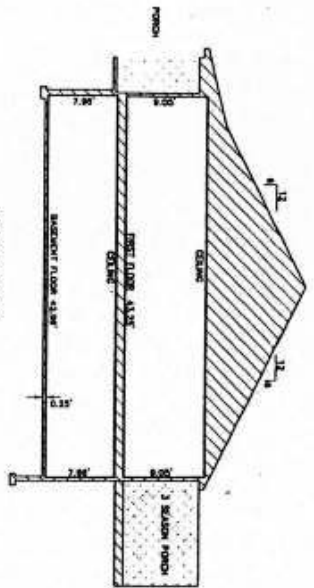
**DCI ENGINEERING
CONSULTANTS**
2015
11111 E. 1st Ave.
Tucson, AZ 85710
Phone: (520) 881-1111

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Page: 45 of 47
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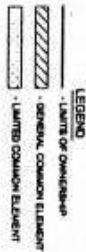
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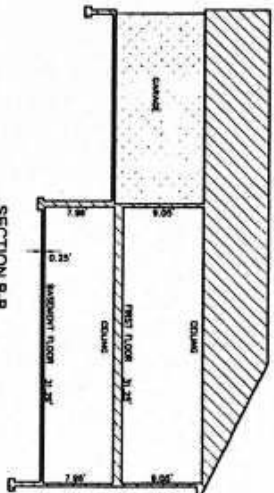
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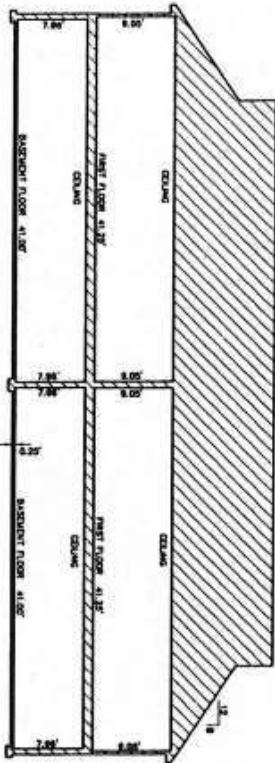
SECTION A-A



SECTION B-B



- GENERAL NOTES:
1. ALL FLOORS ARE 105 THICK UNLESS OTHERWISE NOTED.
 2. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER UNLESS OTHERWISE NOTED.
 3. OPTIONAL OPEN, SCREENED AND ENCLOSED PORCHES, FIREPLACES, AND SPLITLIGHTS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS. THEY NEED NOT BE BUILT.
 4. ALL BASEMENT WALLS ARE 0.87 THICK UNLESS OTHERWISE NOTED.
 5. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.36 THICK UNLESS OTHERWISE NOTED.
 6. ALL FIRST & SECOND FLOOR PARTY WALLS ARE 0.75 THICK UNLESS OTHERWISE NOTED.
 7. FLOOR ELEVATIONS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS.

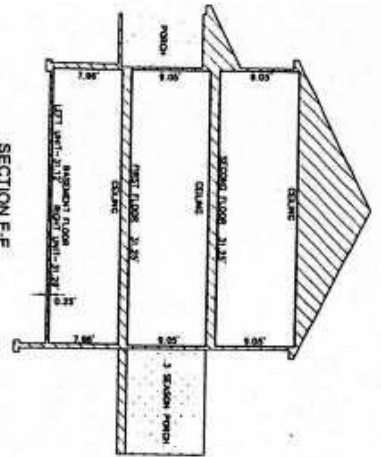


SECTION C-C

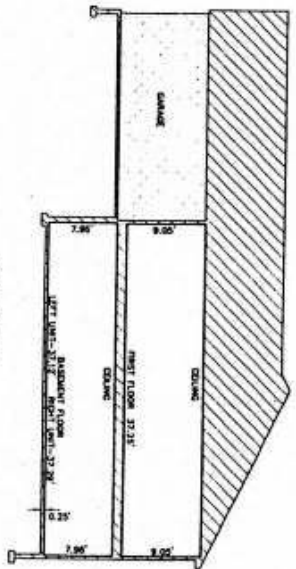
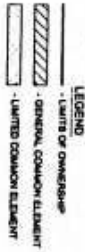


AS PREPARED, WATCH 30, 2000

SECTION PLANS, BUILDING TYPE I	
Scale: 3/16" = 1'-0"	8
Hunter's Creek	
CHATTERBOX ENGINEERING LAND SERVICES 10000 100th Ave. N. Suite 200 Plymouth, MN 55442	DCI ENGINEERING 10000 100th Ave. N. Suite 200 Plymouth, MN 55442

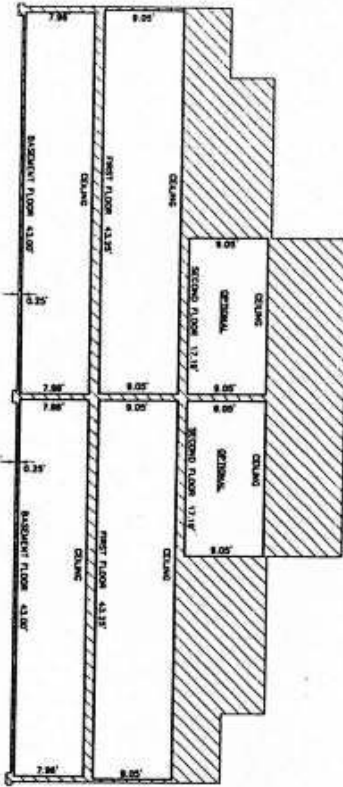


SECTION E-E



SECTION D-D

- GENERAL NOTES:
1. ALL FLOORS ARE 1.05" THICK UNLESS OTHERWISE NOTED.
 2. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES 180° TO EACH OTHER UNLESS OTHERWISE NOTED.
 3. OPTIONAL OPEN, SCREENED AND ENCLOSED PORCHES, FIREPLACES, AND SKYLIGHTS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS. THEY NEED NOT BE BUILT.
 4. ALL BASEMENT WALLS ARE 0.87" THICK UNLESS OTHERWISE NOTED.
 5. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.38" THICK UNLESS OTHERWISE NOTED.
 6. ALL FIRST & SECOND FLOOR PARTY WALLS ARE 0.75" THICK UNLESS OTHERWISE NOTED.
 7. FINISH FLOOR ELEVATIONS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS.



SECTION F-F



AS PROPOSED, MARCH 25, 2000

SECTION PLANS, BUILDING TYPE II	
9	Hunter's Creek
DAVID JOHNSON REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 10000 STATE OF WISCONSIN	DCI ENGINEERING CONSULTANTS 127 E. W. ST. MILWAUKEE, WI 53202



EXHIBIT B TO THE MASTER DEED OF

SURVEYOR:
CHETTLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

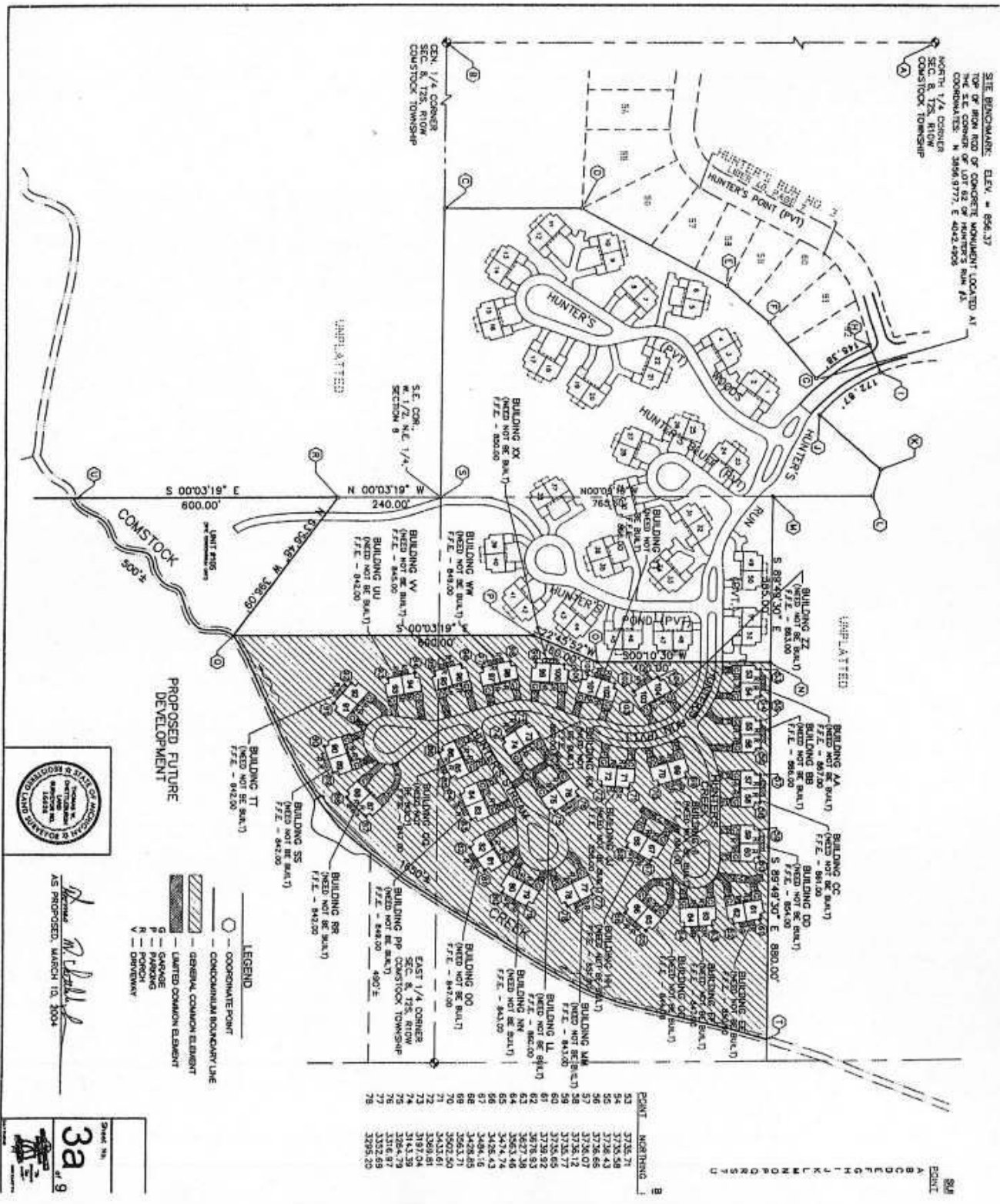
THE PART OF, OR AT LEAST ONE, TOWN, SOUTH, RANGE, OR WEST CONSTRUCT, TOWNSHIP, PARCELS DISCONTIGUOUS, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS, BEGINNING AT THE NORTH CORNER OF SAID SECTION 8, THENCE S 89°00'00" E ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 8, 100 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 8, THENCE S 89°01'00" E ALONG THE EAST AND WEST 1/4 LINE TO THE CENTER 1/4 CORNER OF SAID SECTION 8, THENCE S 89°01'00" E ALONG THE SOUTHWEST CORNER OF SAID SECTION 8, THENCE S 89°01'00" E ALONG THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, THENCE S 89°01'00" E TO THE POINT OF BEGINNING OF THE NORTHEAST 1/4 OF SAID SECTION 8, SAID SECTION 8, 100 FEET TO THE POINT OF BEGINNING OF THE NORTHEAST 1/4 OF SAID SECTION 8, 100 FEET TO THE CENTER OF SAID CONSTRUCT, CENTER, THENCE S 89°01'00" E ALONG SAID WEST LINE 660 FEET TO THE CENTER OF CONSTRUCT, CENTER, THENCE NORTHEASTRALLY ALONG THE CENTER OF SAID CONSTRUCT, CENTER, 290 FEET MORE OR LESS TO A POINT THAT IS S 57°56'42" W 196.09 FEET FROM THE POINT OF BEGINNING, THENCE N 57°56'42" W 196.09 FEET TO THE POINT OF BEGINNING, THIS PARCEL CONTAINS 22 ACRES, MORE OR LESS.

1a.	TITLE SHEET
2a.	SURVEY INFORMATION
3a.	SITE PLAN
4a.	UTILITY PLAN
5a.	FUTURE PLANS



Sheet No.





AS PROPOSED, MARCH 10, 2004

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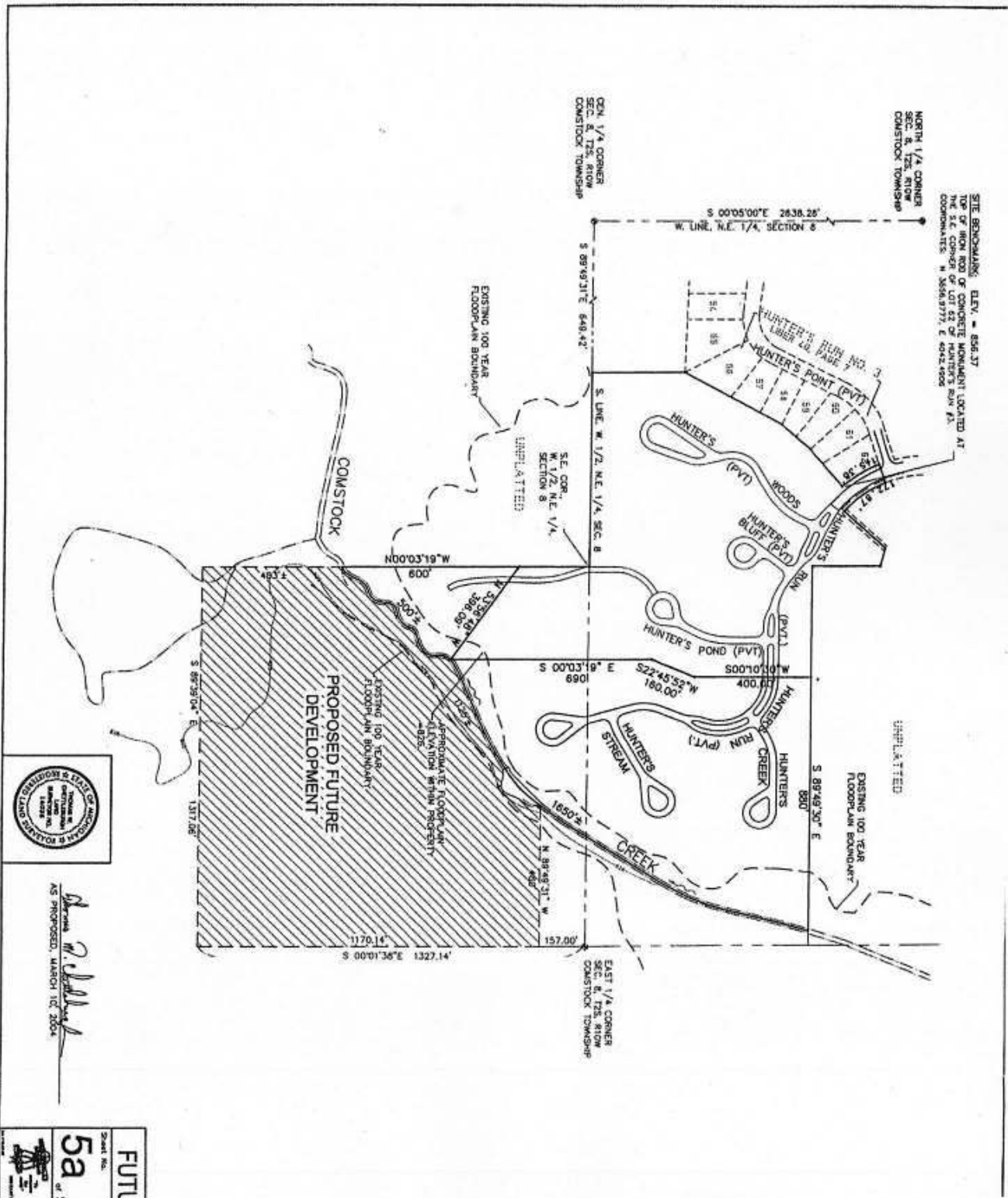


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HILLER JOHNSON SNELL AMND-Kalamazoo ROD



AS PROPOSED, MARCH 10, 2004.

HUNTER'S CREEK

PURCHASE AGREEMENT

DEVELOPER: Joyce & Don, LLC
192 Van Bruggen Street
Galesburg, Michigan 49053

PURCHASER: _____

Home Address: _____

City: _____ State: _____ Phone: (____) _____

Office Address: _____

City: _____ State: _____ Phone: (____) _____

1. **OWNERSHIP.** Developer offers to sell to Purchaser, and Purchaser agrees to purchase from Developer Unit No. ____ of Hunter's Creek, a condominium in Comstock Township, Michigan, together with an undivided interest as a tenant in common in the "common areas and facilities" being the common elements of the Condominium (hereafter the "Unit"). Title to the Unit shall be subject to all matters of record, all public laws and ordinances, all covenants, restrictions and rules and regulations of the condominium, all easements presently existing or hereafter granted provided they do not unreasonably interfere with the use of the Unit, all service contracts affecting the condominium presently existing or entered hereafter.

2. **DESCRIPTION OF REAL ESTATE.** The site plan of the condominium which includes the Unit has been delivered to Purchaser, who acknowledges receipt of same. Developer reserves the right to make changes in the site plan as permitted by the condominium documents.

3. **PURCHASE PRICE.** The purchase price which Purchaser shall pay to Developer for the Unit shall be: _____ Dollars (\$____), plus the sum of amount indicated on attached Exhibit A for the "Custom Work" described therein.

4. **TERMS OF PAYMENT.** The purchase price shall be payable on the following terms:

(1) _____
Dollars (\$____) on execution of this Agreement.

(2) _____ Dollars (\$) _____ at the time this Agreement becomes a binding Purchase Agreement.

(3) The balance of the purchase price, closing costs and other payments required herein shall be paid by Purchaser in accordance with the Construction Draw Schedule attached as Exhibit B.

5. CONSTRUCTION. Watts Construction Company, Inc. warrants the workmanship and materials in the Unit for a period of one (1) year from the date of closing against defects arising out of faulty workmanship and material.

6. ESCROW. Upon receipt of any payment hereunder, Developer shall deposit all funds in an escrow account with Title Bond & Mortgage Company, whose address is 125 Exchange Place, Kalamazoo, Michigan 49007 ("Escrow Agent"). Funds due a developer from the closing of a Unit sale need not be deposited in escrow if such funds are not required by other provisions of the Condominium Act to be retained in escrow after such closing. After expiration of the withdrawal period, the Developer shall retain amounts in escrow or provide other adequate security as provided in Section 103 of the "Condominium Act" to assure completion of only those uncompleted structures and improvements labeled under the terms of the Condominium Documents as "Must Be Built". The Escrow Agreement between Developer and Escrow Agent is made a part hereof and is hereby incorporated in this Agreement.

7. RETURN OF ESCROW. In the event Purchaser exercises their right to withdrawal as set forth herein, all funds deposited with Escrow Agent shall be returned to Purchaser within three (3) business days from the withdrawal date.

8. EXPANDABLE CONDOMINIUM. Purchaser acknowledges that the Condominium may be expanded by the Developer as is set forth in the Master Deed.

9. UNIT CO-OWNER'S ASSOCIATION. The Hunter's Creek Condominium Association, a Michigan non-profit corporation, has been established for the purpose of administering the affairs of the Condominium, operating and maintaining the Common Elements, and enforcing the use and occupancy restrictions and any rules and regulations of the Association. Each Co-Owner shall be a member of the Association and will be entitled to one (1) vote when voting by number or value. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plans of Hunter's Creek and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Condominium Association, the contents of which documents will be as Developer in its sole discretion, deems appropriate. Purchaser shall also pay a one-time non-refundable buy-in fee to Hunter's Creek Condominium Association equal to Five Hundred and no/100 Dollars (\$500).

10. MASTER ASSOCIATION. Purchaser acknowledges that upon closing of the Unit, Purchaser shall become a member of the Hunter's Run Association ("Master Association"). Purchaser hereby agrees to be bound by and to conduct itself in accordance with all of the terms, provision, declarations, requirements, covenants and restrictions related to the Master Association. Purchaser understands and agrees that Purchaser shall be required to pay assessments to the Master Association.

11. EFFECT OF AGREEMENT. UNLESS THE PURCHASER WAIVES THE RIGHT OF WITHDRAWAL, THE PURCHASER MAY WITHDRAW FROM THIS SALES AGREEMENT WITHOUT CAUSE AND WITHOUT PENALTY IF THE WITHDRAWAL IS MADE BEFORE CONVEYANCE OF THE UNIT AND WITHIN NINE BUSINESS DAYS AFTER RECEIPT OF THE FOLLOWING DOCUMENTS:

- A. THE PREVIOUSLY RECORDED MASTER DEED INCLUDING CONDOMINIUM BYLAWS AND SUBDIVISION PLANS;
- B. A COPY OF THIS PURCHASE AGREEMENT;
- C. A CONDOMINIUM BUYER'S HANDBOOK CONTAINING, IN A PROMINENT LOCATION AND IN BOLDFACE TYPE, THE NAME, TELEPHONE NUMBER AND ADDRESS OF THE PERSON DESIGNATED BY THE MICHIGAN DEPARTMENT OF COMMERCE TO RESPOND TO COMPLAINTS;
- D. A DISCLOSURE STATEMENT;
- E. ARTICLES OF INCORPORATION OF THE CONDOMINIUM ASSOCIATION;
- F. CONDOMINIUM ASSOCIATION BYLAWS;
- G. ESCROW AGREEMENT; and
- H. INSTRUCTION SHEET.

THE CALCULATION OF THE NINE BUSINESS DAY PERIOD SHALL INCLUDE THE DAY ON WHICH THE ABOVE LISTED DOCUMENTS ARE RECEIVED, IF THAT DAY IS A BUSINESS DAY.

AFTER THE EXPIRATION OF THE WITHDRAWAL PERIOD, THE DEVELOPER IS REQUIRED TO RETAIN SUFFICIENT FUNDS IN ESCROW OR TO PROVIDE SUFFICIENT SECURITY TO ASSURE COMPLETION OF ONLY THOSE UNCOMPLETED STRUCTURES AND IMPROVEMENTS LABELED UNDER THE TERMS OF THE CONDOMINIUM DOCUMENTS, "MUST BE BUILT".

12. CLOSING. This sale shall be closed upon payment of the purchase price and delivery of a warranty deed as required by this Agreement. The closing shall be held at the offices of Developer or at such other place designated by Developer. The closing shall occur no later than ten (10) business days after Developer notifies Purchaser that Developer is prepared to tender title.
13. CLOSING COSTS. Purchaser shall pay for recording the deed to the Unit and mortgage (if any), a proportionate share of the insurance reserve contribution (if any), any other costs incurred at Purchaser's request, and other closing costs customarily paid by purchasers of comparable real estate in Kalamazoo County, Michigan.
14. POSSESSION. Developer agrees to deliver possession of the Unit at the time of closing unless otherwise mutually agreed by Purchaser and Developer.
15. TITLE INSURANCE. At or prior to closing, the Developer shall provide Purchaser with a standard form commitment for issuance of a policy of title insurance by such title insurance company as Developer may designate showing title in Purchaser subject to (a) the standard exceptions contained in the policy and (b) the title exceptions set forth above, and promptly after closing shall cause to be issued and delivered to Purchaser an owner's policy of title insurance in the amount of the purchase price. The title policy or commitment therefore shall be conclusive evidence that a good and indefeasible title is being conveyed to Purchaser and shall be in the amount of the purchase price designated in this Agreement. If the owner's policy or commitment shows a defect in Developer's title, Developer shall have 120 days from date of delivery to cure said defect. If Developer fails to clear its title, then Purchaser may, as its exclusive option, terminate this Agreement.
16. PRORATIONS. General real estate taxes, rents, assessments, insurance, and any other items customarily prorated are to be adjusted to the date of closing. General real estate taxes shall be prorated on the basis of the last ascertainable tax bill and taxes shall be deemed to cover the year in which they first become due and payable. If the last ascertainable tax bill is assessed on the entire condominium, then the tax on the Unit shall be computed by multiplying the total tax bill by the percentage of value assigned to the Unit. In such case, Purchaser shall pay to Developer, upon receipt of a bill, Purchaser's proportionate share of such taxes accruing after the closing, which shall be held in escrow. If Purchaser shall on the date of this contract have possession of the Unit as a tenant or as lessee under written lease, its possession shall continue on that basis and all rent payments shall be made when due until this sale is closed and at closing, Purchaser's interest as tenant or lessee shall be merged into its title as Co-Owner.
17. CANCELLATION RIGHTS OF PURCHASER. In the event that Purchaser notifies Developer in writing at any time prior to the time this Agreement becomes a binding purchase agreement as specified above, that Purchaser wishes to withdraw from this Agreement for any reason, the amounts theretofore paid under this Agreement will be refunded in full satisfaction and termination of any rights of Purchaser and thereupon all rights and liabilities of Purchaser and Developer of any sort hereunder shall wholly cease and terminate.

18. CANCELLATION RIGHTS OF DEVELOPER. If Developer determines not to establish any portion of the condominium or to make substantial changes in the site plan or other condominium documents, then Developer shall so notify Purchaser in writing. In any of such events, Developer reserves the right to return all sums received for the right to purchase the Unit to Purchaser or his successors, and thereupon, all rights of Purchaser shall cease and terminate without further liability on the part of the Developer.

It is understood that Purchaser's credit is subject to approval by Developer and by any proposed mortgagee. In the event that either Developer or such mortgagee determines that Purchaser does not meet credit requirements for participation in this project, then Developer shall return to Purchaser all of the sums paid hereunder and this Agreement shall be deemed null and void and all of Purchaser's and Developer's rights shall cease and terminate without further liability on the part of either party.

19. DEFAULT. If the Purchaser shall default in any of the payments or obligations called for in this Agreement and such default shall continue for ten (10) days after written notice sent by the Developer to the Purchaser, then, at the option of the Developer all rights of Purchaser under this Agreement shall terminate. If Purchaser's rights are terminated subsequent to this Agreement becoming a binding purchase agreement as provided above, any amount paid toward the purchase price may, at the option of Developer, be retained by the Developer as liquidated damages; provided, however, that such liquidated damages shall in no event exceed ten percent (10%) of the purchase price specified on this Agreement; however, nothing herein shall prevent Developer from obtaining specific performance, damages or any other remedy at law or at equity. If Purchaser's rights terminate prior to the time this Agreement becomes binding, all sums paid by Purchaser shall be refunded and neither party shall have any further obligations.

20. ADVERTISING. For the purpose of completing the sales promotion of this condominium development, Developer, its agents, successors and assigns, are hereby given full right and authority to maintain on the condominium (excluding the Unit) until the sale of the last condominium unit therein, such signs, banners, transient parking, sales offices and models as Developer may desire, together with the rights of ingress and egress therefrom for Developer and its agents, successors and assigns, and any of their respective licensees or invitees. Developer shall restore the facilities to habitable status upon termination of use.

21. ASSIGNABILITY. Purchaser shall not assign, set over or transfer this Agreement or any of Purchaser's rights or interest hereunder without the prior written consent of the Developer, and at Developer's option any such purported assignment shall be void and of no effect.

22. NO IMPLIED WARRANTIES. PURCHASER WARRANTS THAT NO BROKER (OTHER THAN A COMPANY RELATED TO OR AFFILIATED WITH THE DEVELOPER) WAS INSTRUMENTAL IN SUBLETTING, SHOWING OR SELLING THE UNIT, UNLESS OTHERWISE DISCLOSED TO SELLER AND BUYER IN WRITING. PURCHASER ACKNOWLEDGES THAT PURCHASER IS BUYING THE UNIT AND THE UNIT COVERED BY THIS AGREEMENT WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, BY DEVELOPER, OR BY ANY AGENT OR BROKER OF

DEVELOPER, UNLESS EXPRESSLY STATED HEREIN OR IN THE MASTER DEED OF SAID PROJECT.

23. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO PURCHASER OR ANYONE ELSE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

24. NOTICES. All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery whichever is applicable.

25. CONDITION PRECEDENT. Prior to the recordation of a Master Deed establishing the condominium, all rights and obligations of the parties as set forth herein shall be conditioned upon the determination made by the Developer, in its sole discretion, that the number of units reserved is sufficient to insure the success of the Project. If no such determination is reached by the Developer, the Project may be terminated. Any determination by Developer for this purpose shall be evidenced by written notice to Purchaser.

26. USAGE OF TERMS. The pronouns and relative words herein used shall be construed respectively to include the masculine, feminine and neuter genders and the singular and plural numbers unless the contract indicates a contrary intention.

27. THE CONDOMINIUM BUYER'S HANDBOOK. Purchaser acknowledges receipt prior to execution of this agreement of a copy of The Condominium Buyer's Handbook published by the Michigan Department of Commerce.

28. BINDING AGREEMENT. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

29. MERGER. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement which expresses the parties' entire agreement, and no representations, warranties, or conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by an instrument in writing executed by all of the parties hereto. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the closing hereunder shall constitute full compliance by the Developer with the terms of this Agreement, that none of the terms hereof, except as otherwise herein

specifically provided, shall survive settlement and the terms hereof shall be merged into and extinguished by the delivery of the deed at the time of the closing of the title.

30. CUSTOM FINISHING. Items in the nature of "custom finishing", optional items, refurbishing, decorating, repair or the like, which are not standard, may be effected by and at the cost of the Purchaser only with the prior written consent of the Developer, and under such conditions as the Developer may establish.

31. MISCELLANEOUS. The laws of the State of Michigan shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The captions of this Agreement are for the convenience of the parties and shall not be considered as a material part hereof. This Agreement may be executed in counterparts, each of which, when so executed, may be considered an original.

32. ARBITRATION. AT THE EXCLUSIVE OPTION OF THE PURCHASER, ANY CLAIM WHICH MIGHT BE THE SUBJECT OF A CIVIL ACTION AGAINST THE DEVELOPER WHICH INVOLVES AN AMOUNT LESS THAN \$2,500.00, AND ARISES OUT OF OR RELATES TO THE PURCHASE AGREEMENT OR THE UNIT OR PROJECT TO WHICH THIS AGREEMENT RELATES, SHALL BE SETTLED BY BINDING ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH APPLICABLE LAW AND THE CURRENTLY APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON THE AWARD RENDERED BY ARBITRATION MAY BE ENTERED IN A CIRCUIT COURT OF APPROPRIATE JURISDICTION.

33. RESTRICTIONS. PURCHASER UNDERSTANDS THAT THE CONDOMINIUM MASTER DEED CONTAINS PROVISIONS RESTRICTING LEASING, SALES AND MORTGAGING OF THE UNIT, NONE OF WHICH BIND THE DEVELOPER, AND PURCHASER AGREES TO BE BOUND BY SUCH PROVISIONS, AS WELL AS ALL OTHER PROVISIONS OF THE CONDOMINIUM DOCUMENTS IDENTIFIED IN THE RECEIPT AS WELL AS AMENDMENTS THERETO.

34. ADDENDUM. Any addendum to this Agreement shall be in writing, separately signed, attached to this Agreement, and effective upon delivery. All such addendums shall be a part of this Agreement and governed by all of the term and conditions of this Agreement. In the event there is an inconsistency between any addendum and this Agreement, the addendum shall govern.

35. ACCEPTANCE. Developer shall have until _____ p.m. on _____, 2000, to accept or reject Purchaser's offer. If Developer fails to deliver its acceptance to Purchaser within such period, this offer shall terminate.

36. COUNTER-OFFER. The terms and conditions of this Agreement are accepted in accordance with Counter-Offer No. _____, which is attached hereto. This Agreement and the Counter-Offer shall be deemed accepted upon delivery of Purchaser's acceptance of the Counter-Offer to Developer.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2000.

PURCHASER

DEVELOPER

Joyce & Don, LLC

By: _____
Donald F. Watts

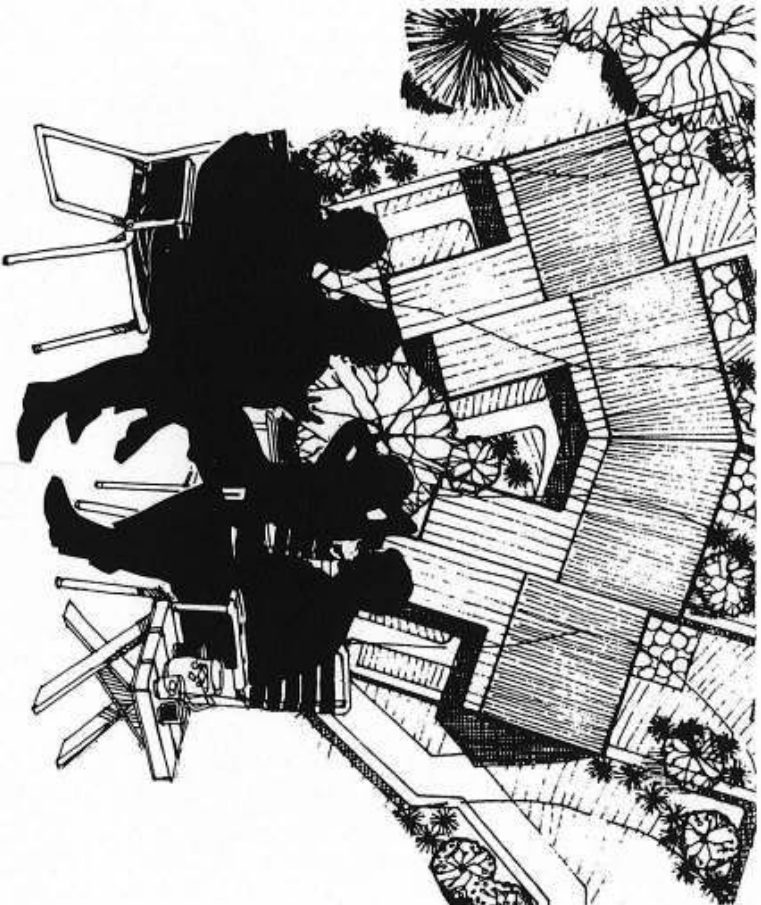
Its: Managing Member

EXHIBIT A

EXHIBIT B

The Condominium Buyers Handbook

down-to-earth answers to your questions
about the condominium concept in Michigan



Introduction

The first edition of this booklet was published by the Corporation and Securities Bureau, Michigan Department of Commerce in 1975. Since then, there have been changes in both the condominium industry and the law governing the development of condominiums. On March 14, 1978, a new condominium act, designed in part to provide condominium purchasers more protection than the previous Horizontal Real Property Act of 1963, was signed into law and the handbook was revised to reflect the changes.

On January 17, 1983, an amendment to the Condominium Act (1978, P.A. 59) became effective. This amendment, P.A. 538 of 1982, changed the law so that condominium developers will no longer file applications with the Department of Commerce for approval of their project before marketing units or establishing the project by recording the condominium documents with the county register of deeds. This latest edition updates the information to include 1982 P.A. 538 and subsequent amendments.

While the condominium concept has expanded in recent years to include commercial and industrial projects, the information presented in this booklet is directed primarily toward the prospective buyer of a residential condominium. Read this booklet and all documents relating to the particular project carefully so you may make an informed decision.

Keep in mind that most developers have well-earned reputations for honesty, integrity and competence. If a negative factor is encountered in a particular project, it does not necessarily mean the project is unsound or that the developer is unscrupulous. It may be due to an oversight or lack of understanding which can be easily corrected.

In all cases, we recommend that you seek professional assistance from a lawyer or other business advisor before buying a condominium.

What Is a Condominium

You've heard about condominiums, read newspaper ads, or perhaps have a friend or relative who is living in one. Now you are considering the purchase of a condominium unit for yourself.

What, actually, is a condominium?

The word *condominium* comes from a Latin word meaning common ownership or control. Ordinarily it means individual ownership of all the space inside the inner walls of an apartment or house and common ownership of the structures and land. This division between exclusive and common ownership exists regardless of the form or design of the project. The project may take the form of a high-rise, duplex, townhouse, or single family dwelling. In other forms of condominium projects such as mobile homes, campground, or marina, the exclusive ownership may be merely a cube of airspace within which a mobile home, recreational vehicle, or boat is parked or anchored. The common ownership would be the land and improvements such as concrete pads and piers and the utility systems.

The inner space, which you own, is yours to decorate, to maintain, to live in. Usually, everything else in the condominium development—the exterior walls, the land, the common hallways, the recreation facilities—is the common property of everyone who owns a unit and is termed *common elements*.

Limited or General Common Elements

Some of this commonly-owned property, such as your patio or balcony or carport space, is called *limited common elements* and is restricted to use by your family only. In the case of stairways or laundry facilities it may be limited to other families who live in your building, but it remains the common property of all the co-owners in the development. The rest of the common elements—roads, green areas, recreation facilities—are termed *general common elements* and are available for use by everyone in the development. You must read your legal documents carefully to understand which parts of your condominium are designated as limited, or general, common elements.

The co-owners of a condominium are legally organized into an association, which is responsible for governing and maintaining the common elements of the condominium. Each co-owner pays a monthly fee or assessment for these services.

Condo Advantages

Condominiums account for an increasing share of the housing market. There are several reasons for this:

- Condominiums, like single-family homes, offer owners certain tax deductions, appreciate in equity value and (unlike rentals) offer assurance of long-term occupancy.
- Condominiums often are more convenient to shopping and business facilities due to land use patterns, and demand less individual maintenance than single-family homes.
- Condominium projects may contain more recreational facilities (such as swimming pools and tennis courts) than an individual homeowner could reasonably afford.
- Condominiums are an economical and environmentally sound use of land compared to a subdivision containing the same number of living units.

How They Began

Condominiums are not a new concept in housing. The Romans used them and they were popular in the walled cities of the Middle Ages in what is now Western Europe. In the first half of the 20th century other European countries enacted statutes permitting condominiums.

A few condominiums existed in the United States as early as 1947, but they were not legally established in this country until 1961

The concept of condominium housing was first incorporated into Michigan law with the passage of the Horizontal Real Property Act in 1963. Fifteen years later this law proved inadequate to meet the needs of the fast-growing condominium industry and in 1978, a new Michigan condominium law was enacted, PA 59 of 1978. This law, administered by the Corporation and Securities Bureau of the Michigan Department of Commerce, is important to buyers and developers of condominiums in Michigan because it provides safeguards for both parties and outlines the rights and responsibilities of each.

For condominium purchasers it establishes the legal basis for two relationships: (1) between the buyer and the developer of the condominium, and (2) between the owner of a condominium unit and the association of co-owners.

The Buyer and the Developer

Section 21 of the Michigan Condominium Act provides in part that: "A condominium unit located within this state may not be offered for its initial sale in this state unless the offering is made in accordance with this Act or the offering is exempt by rule of the administrator."

P.A. 538 of 1982, effective January 17, 1983, changed the law, in that the developer is no longer required to have a Permit To Take Reservations or Permit To Sell prior to offering condominium units to the public. In addition, developers and associations will no longer be required to obtain approval of amendments to project documents, even though the documents may indicate approval is required.

Under the amended Condominium Act, the developer will be required, unless exempt, to meet a more stringent escrow requirement. The developer is required to create a series of escrow accounts to assure completion of the construction of a phase of a project once sales have started. A licensed architect or engineer would determine if the project was substantially complete or would set the amount of escrow necessary to ensure the developer's ability to complete those portions of the project that must be built.

Advertising and Sales

There are some prohibitions on the content of the developer's advertising, including newspaper ads, radio and television announcements, brochures, material in the sales office, sales presentations, and the housing models themselves.

The developer or salesman cannot advertise or tell you orally

- that your unit will automatically increase in value if you wish to sell in the future;
- that you must act quickly to purchase a unit because of limited availability or because the price will increase, unless this is actually the case;
- that you will receive a discount or savings, or that you will receive "free" goods or services for purchasing a unit, unless this is actually the case.

In a model of the unit, the developer must tell you which items are not standard equipment, such as special flooring, carpeting, ceiling beams, moldings, light fixtures, patios, fences, or other features.

Persons selling condominiums in Michigan are also subject to the rules of the Michigan Department of Licensing and Regulation and are usually required to hold a real estate broker's or salesperson's license.

Preliminary Reservation Agreements and Purchase Agreements

Once you've made up your mind which condominium you want, you will be asked to sign one of the following agreements:

Preliminary Reservation Agreement This agreement will never become a binding sales document. It is not binding on either you or the developer. It simply gives a prospective purchaser the first opportunity to buy a specific unit once the developer has established the project. Many developers use this method to test the market for their project. Since the Preliminary Reservation Agreement can never become a binding sales

document, you must then enter into a Purchase Agreement with the developer, if you decide to buy. However, should you cancel, the developer must refund your money within three business days.

Purchase Agreement This agreement may be the first agreement you sign with the developer or it may follow the use of a Preliminary Reservation Agreement. In either case, this agreement is not binding until nine business days after the developer has delivered the condominium documents to you, as the prospective purchaser. The condominium documents that must be delivered would include:

- the recorded master deed, which would include as attachments the condominium bylaws and condominium subdivision plans
- a copy of the purchase and escrow agreements
- Condominium Buyers Handbook
- Disclosure Statement

—If the project is a conversion, the developer must disclose known information regarding the condition of the building, any building code or other regulation violations, and the year(s) of construction of the building

If you decide not to buy during the nine business day "cooling off" period, you may still request and receive your deposit in full, within three business days of cancellation notification.

If you decide to withdraw after the cooling off period, your deposit may be forfeited. A provision in a purchase agreement for liquidated damages in case of default is limited by the Condominium Act to a reasonable percentage of the purchase price of the condominium unit. The provision does not prevent the developer from recovering actual damages.

If you want to close the transaction immediately without waiting for the nine business day "cooling off" period, you can do so by signing a written waiver. The sale of the unit could then be concluded when the certificate of occupancy is issued to the developer, and other requirements in the purchase agreement are completed.

The agreements and other documents used for the offer and sale of a condominium are different from those used for the offer and sale of conventional real estate. It is important that you seek professional advice or assistance when reviewing the package of documents received before signing a preliminary reservation agreement or purchase agreement. You may also find it necessary to modify an agreement or contract to meet your particular needs or circumstances. You may be subject to a binding purchase agreement before construction begins or is completed.

The Master Deed, Condominium Bylaws and the Disclosure Statement

The condominium documents mentioned in the preceding section—the master deed, condominium bylaws and disclosure statement—contain important information about the project in which you're interested.

The master deed and condominium bylaws, along with the condominium subdivision plans, are the basic documents establishing and describing your condominium and the future operation of the project. These documents must be recorded with the Register of Deeds in the county where the condominium is located.

The disclosure statement contains a summary of important information about the developer's previous experience.

What Percent of the Project Do You Own?

The master deed will designate the percentage of ownership of each condominium unit has in the total project. This percentage of value will determine your obligation for payment of assessments and may determine your voting percentage at association meetings. In some instances, the master deed may state that all votes and obligations to pay assessments will be equal. The percentage of value in that case only describes what your percentage of ownership in the total property will be. Read your master deed carefully to determine which method is used. This can be a controversial matter if not fully understood from the beginning.

Read the Fine Print!

Read all these documents carefully. You should be aware of restrictions or covenants which govern the use of your condominium and the surrounding land. Check the master deed and your preliminary reservation agreement or purchase agreement to learn what, if anything, the developer reserves the right to change or modify in the future. The most common reservation is the right to expand or contract the project. Make sure you understand just how the developer plans to do this. Many developers build a small number of units at a time, holding sections of nearby land for other phases or future parts of the condominium. The right to do this is reserved in the master deed. It is important to know what will be built in the vicinity of your condominium.

Other usual reservations are the right to correct survey errors, the right to make changes in the documents that do not materially diminish the rights of the co-owners or mortgagees, the right to assign specific garage or parking space locations at a later date and the right to rent units that are not sold.

You should also inquire about any unusual conditions that might affect the project. If the roads are private, for example, how much will it cost for maintenance? Is there a private water or sewage system? Are there any easements other than public utility easements which might affect the condominium project or your unit?

If your project contains recreational facilities, find out what the developer's financial obligations are for these facilities and the responsibilities of the co-owners for the financing and management of the facilities. Find out if third parties will be using the facilities and when the facilities will be turned over to the association.

Warranties

Most buyers also are interested in the kind of warranty that comes with their condominium. The answer usually is found in the purchase agreement. The developer normally warrants the project against building defects in materials or workmanship for one year. Be sure to find out when the warranty begins and whether it covers building structures, recreational facilities, roads, sidewalks and

shrubbery. Remember that warranties generally cover only new construction. There may be no warranty if you are buying a unit in a conversion project.

Conversions—How Good?

Many conversion projects are offered "as is" to the buyer. Although local authorities may inspect the building's heating, plumbing, and electrical systems, roofing and structure, the developer will not guarantee the project if it is offered "as is." You may want to personally inspect the building for these items.

It is important to be aware when local authorities inspect the building it is to be sure it conforms to construction codes in effect at the time the structure was originally erected or remodeled. This may or may not be up to the current code for new construction depending on the age of the building. Any extensive remodeling done at the time of conversion, however, would have to meet current construction standards.

Pitfalls and Safeguards

Since a condominium is a large investment of your money, ranging from about \$20,000 to more than \$150,000, it is important that you be fully informed before you buy. And, beyond being fully informed about the condominium itself, the single most important step you can take before you buy is to *know your developer* before entering into a binding agreement. The two things you should be looking for in a developer are competence and integrity. Ask about the developer's previous experience. The disclosure statement will list the names and addresses of projects with which the developer has been associated. Visit those projects and talk to the people who live in them. If people are already living in the condominium project you are considering, discuss the project and the developer with them.

The "pitfalls" mentioned here represent problems a person could conceivably encounter in the purchase of a condominium. The "safeguards" describe steps one can take to avoid them.

1. *Pitfall*—Yielding to a high pressure sales pitch by signing contracts or agreements which you do not fully understand.

Safeguard—Do not take a chance on losing your investment. Carefully review all documents and seek professional assistance.

2. *Pitfall*—Falling for a sales pitch which emphasizes the advantages of equity buildup and maintenance-free living, but does not point out the responsibilities of owning a condominium.

Safeguard—Do not be gullible; get all the facts and weigh them. Owning a condominium is not the same as renting an apartment where you can rely on the landlord to maintain your building. You and other co-owners are your own landlords and will be collectively responsible for arranging for the upkeep of your project.

3. *Pitfall*—Entering into a binding purchase agreement which does not depend on your being able to obtain a mortgage commitment or acceptable financing.

Safeguard—Do not sign a binding purchase agreement until you have arranged your financing or unless the agreement specifies that it is dependent upon your ability to obtain a mortgage commitment for the condominium you wish to buy. Otherwise you could lose your deposit as liquidated damages if you are unable to obtain financing.

4. *Pitfall*—Assuming that you will have to pay only the purchase price before moving into your condominium.

Safeguard—Determine in advance the total amount due at the time you complete the deal. In addition to the purchase price, you may have to pay settlement or closing costs. Some developers also charge advance assessments which are due at closing. Find out if your developer does this and determine how the advance assessments will be used.

5. *Pitfall*—Relying on verbal promises regarding such matters as when your unit will be ready for occupancy, warranties, stability of monthly assessments and items the developer will install.

Safeguard—Do not rely on verbal promises. If you are promised something, insist that it be put in writing and signed by the person who made the promise. If you have been given a date when your condominium will be ready, find out if the date has been given on a firm commitment basis (that it will be ready on that date no matter what), or if the date is subject to change under certain conditions (strikes, material shortages or other reasons). If you are shown a model unit, find out what items will be included in your unit and be sure they are written into the purchase agreement.

6. *Pitfall*—Assuming that you will not be able to hear your neighbor because your condominium has been "sound conditioned."

Safeguard—Sound conditioning is not the same as sound proofing. Sound conditioning merely means that the developer has taken some steps to reduce the transmission of sound between units—not to eliminate it.

7. *Pitfall*—Deciding to purchase a unit in a "conversion" condominium project because "they don't make 'em like they used to and the price is right."

Safeguard—Purchase price savings can be quickly used up through high assessments. When buying a condominium in a structure which has been converted from an existing building, keep in mind that you will not only become the owner of a unit, but also a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for a copy of an architect or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records for preceding years. Find out what improvements the developer has made. Do not be misled by a fresh coat of paint and new carpeting. Find out what, if any, warranties remain.

The Buyer and the Association

When you take title to your unit, you automatically become a co-owner and a voting member of the co-owners' association formed to administer the affairs of the condominium. The association is usually a non-profit corporation. The value of each vote is normally determined by the percentage of value given to each living unit and is stated in the master deed. However, voting and the obligation to pay assessments may not necessarily be equal, and this fact also must be stated in the master deed and condominium bylaws.

Who's in Charge?

The association is governed by a board of directors appointed by the developer until the first annual meeting. This initial meeting of the co-owners to elect members to the board of directors may take place one year or more after the master deed is recorded. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium bylaws, along with other information about the operation of the association. The condominium bylaws are attached to and incorporated by reference in the master deed you receive when you buy a condominium. The bylaws should be read carefully as they may contain complete provisions outlining your rights as an owner as well as the scope of activities permitted co-owners of the project during the transition.

Before the first annual meeting of the association, the developer may have the ability to amend the condominium bylaws so long as the amendment does not materially affect the rights of the co-owners. If units are still being sold after the first association meeting, the developer votes and pays assessments as any other co-owner.

Associations Have Bylaws, Too!

The association also operates under its own bylaws, in addition to the condominium bylaws. Association bylaws provide for the operation of the association as a non-profit corporation including details regarding officers, directors, meetings, order of business, and so forth.

Responsibilities and Rights

The Association

The association usually is responsible for maintenance of the outside of the condominium units, such as hallways, lobby, building exterior, lawn care, snow removal, trash pick-up, street maintenance (if the roads are private), and operation of the common elements, including the recreation facilities, heating plant, water or electric systems. These jobs are done through a management firm or manager hired by the association, by employees hired directly by the association, or, in some cases, by co-owners themselves.

The association sets fees for the maintenance of those common elements which fall under its responsibility as stated in the master deed or other condominium documents and may increase the charges. Special assessments may be made by the board of directors to cover capital improvements, but generally any substantial increase in the monthly assessment must first be approved by a vote of the co-owners. The condominium bylaws often set the dollar limit on what may be approved by the board of directors without a vote of the co-owners.

The condominium bylaws also provide methods for settling disputes concerning interpretation or application of the master deed, bylaws, management agreement or between co-owners, between co-owners and the association, or between the association and the management firm.

The Co-owners

While the association is responsible for maintaining the common elements of the condominium, you are responsible for the maintenance and upkeep of your unit interior.

There may be restrictions on your use of your unit that can be enforced by the association. They include such things as: restrictions on pets; selling or renting your unit to someone of your choice; willing it to another person. Check for these in the condominium bylaws.

The association also sets rules for use of the recreational facilities and other common elements. It may require approval of repairs or structural modifications you wish to make in your unit. It

you mortgage your unit, you must notify the association of the name of the lender who is holding the mortgage, and the association may inform the mortgage holder of unpaid assessments due from you for your unit. Late charges and other penalties for non-payment of assessments are also common provisions found in the condominium bylaws.

All condominium associations created and operating under the Condominium Act must make provisions for a reserve fund to be used for major repairs and replacement of common elements. Ultimately, the co-owners must determine whether the amount kept in the reserve account is adequate for their project.

and More Questions . . .

Some additional questions often asked by prospective buyers are:

- What does the monthly assessment include?
- If I don't use all the facilities, why do I have to pay for them?
- What happens regarding unpaid monthly assessments if a co-owner defaults?

The monthly assessment varies from one development to another, but generally includes repairs and maintenance costs, insurance, reserve funds, management costs and upkeep for recreation facilities. You should receive a disclosure statement itemizing the budget at the time you are given the master deed.

If the project is a conversion—that is, converted from rental housing to condominium ownership—the developer should report actual past costs of maintenance and repairs and taxes from previous years and how they compare with the proposed budget. Remember, however, that the project may be assessed differently for tax purposes when it is converted, which could mean a tax increase.

The monthly assessment is considered as a lien on the condominium and you cannot exempt yourself from paying it, whether you use all the facilities provided or not.

If a co-owner loses a condominium unit through foreclosure to a lender, the lender is not liable for assessments charged to the unit and still owing. The unpaid assessments will be allocated among all of the units, including the foreclosed unit.

What to Do If You Have a Complaint

A reputable developer is interested in dealing with you fairly if you have problems with your condominium. It is in the developer's best interest to create satisfied owners, and, therefore, the majority of your questions and complaints usually can be handled by direct communication and negotiation between the two of you.

Ask your developer for the name, address and telephone number of the person within its organization to contact when you have a complaint.

If your project was established after the Condominium Act amendments took effect in 1983, your purchase agreement should contain wording that explains your right to take any claims against the developer, which involve \$2,500.00 or less, before the American Arbitration Association.

There are procedures to follow if you are not satisfied with the construction of the development, or you think you have been misinformed by a condominium sales representative, or you are in disagreement with the practices of the co-owners' association, or if some other problem does arise.

If your difficulty is with the developer, first contact the developer by letter. If no response is received within 15 days after the developer receives a certified, return receipt requested letter, contact:

1. For Construction Defects:

A. Your local building inspector

B. Michigan Department of Commerce,
Bureau of Commercial Services, Enforcement Division,
P.O. Box 30018, Ottawa Building North,
Lansing, MI 48909
Telephone: (517) 373-9153

2. For Sales Misrepresentations of licensed residential builders, salespeople or real estate brokers:

Michigan Department of Commerce,
Bureau of Commercial Services, Enforcement Division,
P.O. Box 30018, Ottawa Building North,
Lansing, MI 48909
Telephone: (517) 373-9153

3. Actions Regarding Purchase Agreement or Master Deed:

Corporation and Securities Bureau
Michigan Department of Commerce,
P.O. Box 30222, Lansing, Michigan 48909
Telephone: (517) 334-6203

If you have a complaint with the association at the time it is controlled by the co-owners or with other co-owners, check the condominium bylaws to find out what recourse you have. Neither the Corporation and Securities Bureau nor other state agencies generally have jurisdiction over complaints between these parties.

The Condominium Act now provides in Section 145 that upon receipt of an oral or written complaint with respect to a developer of a condominium project, the Corporation and Securities Bureau shall forward a copy of the complaint to the affected developer, and shall mail a notice of the available remedies to the complainant. At the end of this handbook is a section entitled, "Available Remedies Under the Condominium Act."

The jurisdiction of certain agencies such as the Michigan Department of Licensing and Regulation may be limited to complaints filed within a specific period of time after construction or sale. For this reason it is important that you pursue any complaints quickly and be able to back up any claims.

Remember:

The best protection in buying a condominium is your own common sense. Follow these steps and you should enjoy condominium ownership:

1. **Know Your Developer.**
2. **Read and Know the Contents of Your Condominium Documents.**
3. **Get Sales Promises in Writing.**
4. **Don't Submit to High Pressure Sales Tactics.**
5. **Get the Answers to the Questions in This Book.**

What the Words Mean

Assessment (Operating)

Proportionate share of the budgeted annual cost which is paid as a monthly charge to maintain the common areas and elements of a condominium and to maintain a sufficient reserve fund to assure financial stability.

Assessment (Special)

An assessment made for some special purpose or because of inadequate budgeting of operating expenses.

Association of Co-Owners

All of the co-owners acting as a group in accordance with the master deed and bylaws for the administration of the project. The co-owner can exercise voting rights in the association.

Condominium Bylaws

The operation of the property is governed by a set of bylaws which are recorded with the master deed. The bylaws impose certain duties and obligations on the co-owners and the association such as timing of meetings, record keeping, and determination and collection of assessments.

Association Bylaws

The association bylaws set forth the operating procedures for the association.

Common Interest

The percentage of undivided interest in the common elements apportioned to each unit as expressed in the master deed.

Co-Owner

A person who buys a unit in a condominium project becomes a co-owner. A co-owner owns a divided interest in the unit purchased, which may be a fee simple interest or a land contract vendee's interest, and has an undivided co-interest in all the common property in the condominium project.

Default

The failure to meet certain contractual obligations, such as monthly payments or maintenance of the property.

Easement

An easement in a condominium refers to the right of use under, across or over the land and improvements in the condominium, such as the sewer pipe or utility easement running beneath the surface of the land, the right to walk over a parking area or over the lobby area and stairways, and the right to have the utility lines running through the walls of a building.

Escrow Funds

Subscription deposits or downpayments required to be held unused, until the condominium project is recorded and titles are conveyed to each buyer.

Liability and Hazard Insurance (Association)

Insurance to protect against negligent actions of the co-owners association and damages caused to property by fire, windstorm, and other common hazards. This policy differs from the homeowner's personal insurance on the unit and furnishings.

Lien

A claim recorded against a property as security for payment of a just debt.

Limited Common Element

Those common elements designated in the Master Deed and reserved for the use of a certain unit to the exclusion of other units, such as hallways on a given floor reserved for the use of the apartment owners on that floor, carports, patios, or balconies.

Master Deed

The basic document used in the creation of a condominium, describes the division of the project into units and common elements.

Mortgage Commitment

The written notice from the bank or other lender saying that it will advance the mortgage funds in a specified amount to enable one to buy the unit.

Reserve Funds (Replacement)

Funds which are set aside usually in escrow from monthly association assessments to replace common elements, such as roofs, at some future date.

Taxes

Local real estate taxes are levied on the individual units and not on the condominium association.

Undivided Interest

In condominium law, the joint ownership of common areas in which the individual percentages are known but not applied to separate the areas physically. This situation is similar to the joint ownership of an automobile or home by husband and wife.

Available Remedies Under The Condominium Act

Section 145 of the Act provides that at a minimum, a purchaser would have the following remedies available to resolve a complaint:

1. The right to bring an action under Section 115 of the Act.

Section 115 provides a person or association of co-owners adversely affected by a violation of, or a failure to comply with, the Act, Rules promulgated under the Act, or any provision of an agreement or a Master Deed, may bring an action for relief in a court of competent jurisdiction. This section provides that the court may award costs to the prevailing party. The section also provides that under certain circumstances, the court may award damages to the purchaser because of the developer's actions.

A purchaser or association of co-owners considering this remedy should consult with their legal advisor.

2. The right to arbitration under Section 144 of the Act. Section 144 provides:

"(1) A contract to settle by arbitration may 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.

- (2) At the exclusive option of the purchaser, co-owner or person occupying a restricted unit under section 104b, a contract to settle by arbitration shall be executed by the developer with respect to any claim that might be the subject of a civil action against the developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, condominium unit, or project.

- (3) 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 related to the common elements of a condominium project, if the amount of the claim is \$10,000.00 or less.

- (4) The period of limitations prescribed by law for the bringing of a civil action shall apply equally to the execution of a contract to settle by arbitration under this section.

- (5) All costs of arbitration under this section shall be allocated in the manner provided by the arbitration association.

- (6) A contract to settle by arbitration under this section shall specify that the arbitration association shall conduct the arbitration.

- (7) The method of appointment of the arbitrator or arbitrators shall be pursuant to reasonable rules of the arbitration association.

- (8) Arbitration under this act shall proceed according to sections 5001 to 5065 of Act No. 236 of the Public Acts of 1961, being sections 600.5001 to 600.5065 of the Michigan Compiled Laws, which may be supplemented by reasonable rules of the arbitration association.

- (9) An arbitration award shall be binding on the parties to the arbitration."

A purchaser or association of co-owners considering this remedy should consult with their legal advisor.

3. The right to lodge a complaint pursuant to Article 5 of the Occupational Code (Section 501 to 522 of 1980 P.A. 299).

A condominium developer may be required to be a licensed residential builder under the Occupational Code. Complaints concerning construction would be filed with the Department of Licensing and Regulation, Complaint Division, P.O. Box 30018, Lansing, Michigan 48909.

4. The right to initiate an investigation or bring an action under the Michigan Consumer Protection Act, 1976 P.A. 331.

This is an Act to prohibit certain methods, acts, and practices in trade or commerce; to prescribe certain powers and duties; to provide for certain remedies, damages, and penalties; to provide for the promulgation of rules; to provide for certain investigations; and to prescribe penalties.

Complaints may be filed with the Department of Attorney General, Consumer Protection Division, 525 West Ottawa, Lansing, Michigan 48913. Complaints may also be filed with the Prosecuting Attorney in the county in which the condominium project is located.

A purchaser or association of co-owners considering this remedy may wish to consult with their legal advisor.

5. The right to notify the appropriate enforcing agency of an alleged violation of the State Construction Code, other applicable building code, or construction regulations. The term "enforcing agency" is defined in the State Construction Code, 1972 P.A. 230, as the local building official.

This handbook is published as a general guide for people who are considering buying a condominium. It is not intended as a substitute for the Michigan Condominium Act (1978 P.A. 59), or for the rules of the Corporation and Securities Bureau that pertain to condominiums, or for the specific condominium documents of any development.

HUNTER'S CREEK

DISCLOSURE STATEMENT

A 52-unit residential condominium located in Comstock Township, Michigan, developed by Joyce & Don, LLC ("Developer"), a Michigan limited liability company, 192 Van Bruggen Street, Galesburg, Michigan 49053. This Project may be contracted to a minimum of 2 Units or expanded to a maximum of 105 Units

The effective date of this Disclosure Statement is March 31, 2000

THIS DISCLOSURE STATEMENT HAS NOT BEEN FILED WITH THE DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES, CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU, 6546 MERCANTILE WAY, LANSING, MICHIGAN 48910. THE DEPARTMENT HAS NOT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT NOR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THE PROJECT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

PREPARED BY:

John M. Novak

MILLER, JOHNSON, SNELL & CUMMISKEY, P. L. C.

425 West Michigan Avenue

Kalamazoo, Michigan 49007

HUNTER'S CREEK

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DISCLOSURE STATEMENT

HUNTER'S CREEK

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. The Condominium Concept

A condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the Condominium Documents.

Each Co-Owner receives a deed to their individual condominium unit. Each Co-owner owns, in addition to their unit, an undivided interest in the common facilities ("common elements") which service the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each Co-Owner's proportionate share of the common elements is determined by the percentage of value assigned to their unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit Co-Owners. General common elements are all common elements other than limited common elements.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the Hunter's Creek Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult their own lawyer or professional advisor.

III. Description of the Condominium Project

A. General. Hunter's Creek is a 52-unit residential condominium. The condominium is expandable or contractible, and contains convertible areas. The Project may be expanded in the sole discretion of the Developer by adding the property more particularly described in Article VII of the Master Deed. The Developer may construct up to 105 units. The Developer also, however, may contract the Project in its sole discretion. The minimum number of units that may be built is two (2).

B. Master Deed. The Master Deed contains definitions of terms used in the Condominium Documents, sets forth the percentage of value assigned to each unit, generally describes the units, designates general and limited common elements and sets forth the relative responsibilities for maintaining them. The Master Deed also covers easements and sets forth the procedure for amending the Condominium Documents.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for paying the costs of operation of the condominium. The Condominium Bylaws contain restrictions upon the ownership, occupancy and use of the units and common elements of the condominium. They also contain provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

E. Declaration of Conditions, Covenants and Restrictions for Hunter's Run. All unit Co-Owners are subject to the Declarations of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development. These restrictions run for the benefit of other property located in the general geographical area and for the benefit of and to the detriment of the Condominium Co-Owners. These restrictions are recorded at the Kalamazoo County Register of Deeds Office and are included in the Purchaser's Information Booklet.

IV. The Developer

A. Developer's Background and Experience. Joyce & Don, LLC, is a Michigan limited liability company. It was formed for the purpose of developing Hunter's Creek, a residential condominium. It consists of two members: Joyce I. Watts and Donald F. Watts. Don and Joyce Watts have been involved in the development and construction business for over twenty (20) years. The Watts, through an affiliate, Watts Construction Company, Inc., a Michigan corporation, have developed numerous residential projects, including Hunter's Place, Hunter's Run, Hunter's Run No. 2, Merrybrook, and Fleetwood, in Comstock, Michigan.

B. Legal Proceedings Involving the Condominium or the Developer. The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium or the Developer.

V. Operation and Management of the Condominium

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in Hunter's Creek Condominium Association, a Michigan non-profit corporation (the "Association"). The Association consists of all the Co-Owners of the condominium.

The procedural operations of the Association are set forth in the Articles of Incorporation and Bylaws of the Association which are contained in the Purchaser Information Booklet. The Association is

governed by its Board of Directors which is elected by the Co-Owners at the annual meeting of members. The Directors then elect the officers for the Association. The Developer is entitled to cast votes for any unit held in their name.

B. Percentages of Value. The percentage of value assigned to each unit determines the value of each Co-Owner's vote, its proportionate share of regular and special Association assessments and the proceeds of administration of the project. Percentages of value for the individual units are set forth in Article V of the Master Deed. The total value of all of the units in the condominium, from time to time, is one hundred percent (100%).

C. Project Finances.

1. Budget. The Condominium Bylaws require the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and to include a reserve for replacement of major structural and other components of the project in the future. Inasmuch as the budget must be prepared in advance, it reflects estimates of expenses made by the Developer and the management agent based in part on bids, in part upon experience in similar projects and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included within this Disclosure Statement.

2. Assessments. Each Co-Owner must contribute to the Association in proportion to the percentage of value of the unit(s) assigned to the Co-Owner. The Developer must also contribute to the Association in accordance with the percentages of value assigned to completed units owned by it. The Developer is, of course, required to maintain, at its expense, all incomplete units owned by it. The Board of Directors may also levy special assessments in accordance with the Condominium Bylaws.

3. Possible Additional Liability. Pursuant to Section 84a of the Condominium Act, each purchaser is advised of the possible liability of each Co-Owner under Section 58 of the Condominium Act:

"If the mortgagee of a first mortgage or record or the other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the administering body chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns."

D. Condominium Association Management Contracts. The Condominium Bylaws permit the Association to engage a management agent. No management agent has been selected as of the effective date of this document.

E. Insurance. The Condominium Documents require that the Association carry liability insurance and workmen's compensation insurance if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each Co-Owner's pro rata share of the annual Association insurance premiums is included in their assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the condominium project will be furnished upon demand to each Co-Owner upon closing the sale of their unit. Each Co-Owner is responsible for obtaining insurance coverage with respect to their unit to the extent indicated in Article IV of the Condominium Bylaws, and for liability for injury within their unit. The Association should periodically review all insurance coverage to be assured of its continued adequacy and Co-Owners should each do the same with respect to their personal insurance. The name of the insurance company is Citizens Insurance. The agent is Phil Kehoe, whose address is 2019 Rambling Road, Kalamazoo, Michigan, and whose telephone number is (616) 343-1671.

F. Restrictions on Ownership, Occupancy and Use. Article VI and VII of the Condominium Bylaws set forth restrictions upon the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following are some of the more significant restrictions:

1. There are restrictions related to the conveyance or leasing of a unit; and
2. There are substantial limitations upon physical changes which may be made to the Common Elements and the units in the condominium, and upon the use of Common Elements and units; and
3. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of Common Elements, without vote of Co-Owners.

None of the restrictions apply to the commercial activities or signs of the Developer and the Developer is also not subject to the restrictions upon the lease of any of the units it owns.

VI. Operation and Management of the Master Association.

A. Hunter's Run Association. Each Co-Owner in the condominium shall also be a member of the Hunter's Run Association ("Master Association"). The Master Association is responsible for the management and maintenance of certain common areas, which are not part of a specific development. The Articles of Incorporation, Bylaws and Declaration of General Covenants, Conditions and Restrictions for the Master Association are contained in the Purchaser's Information Booklet, and govern the Master Association. The Master Association is managed by a Board of Directors who are elected by the Co-Owners.

B. Assessments. The Master Association will charge annual assessments and may levy special assessments. Each Co-Owner is responsible for paying the Master Association assessments directly. The amount of the annual assessment is recommended by the Board of Directors and must be approved at the annual meeting of the members of the Master Association. Presently, the annual assessment is Two Hundred Dollars (\$200) per unit or lot.

C. Covenants, Conditions and Restrictions of the Master Association. All unit Co-Owners are subject to the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development which is recorded at the Kalamazoo County Register of Deeds Office, and which is included in the Purchaser's Information Booklet. The purchaser is bound by these restrictions and should carefully review them.

VII. Rights and Obligations as Between Developer and Co-Owners.

A. Before Closing. The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Both of those documents should be closely examined by all purchasers in order to ascertain the disposition of earnest money deposits advanced by purchaser at the time of closing, anticipated closing adjustments, and the obligation of both parties with respect to modifications to the standard unit and extra installations.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to the unit, subject to no liens or encumbrances other than the Condominium Documents and those other easements and restrictions as are specifically set forth in the Condominium Documents and title insurance commitment.

C. After Closing. Subsequent to the purchase of the unit, relations between the Developer and the Co-Owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

D. Escrow. The Developer shall place any deposits or funds it receives from a unit purchaser in escrow with an independent escrow agent. After the expiration of the unit purchaser's right to withdraw from the transaction, the Developer shall retain the amounts in escrow or provide other adequate security to assure completion of the uncompleted structures and improvements labeled under the terms of the Condominium Subdivision Plan as "Must be Built". The Escrow Agent will not release funds to Developer in connection with the purchase of a unit until issuance of a Certificate of Occupancy for the unit, conveyance of legal or equitable title of the unit to the purchaser and receipt by the Escrow Agent of a certificate from a licensed professional engineer or architect stating that those portions of the phase of the project in which the unit is located and which are labeled on the Condominium Subdivision Plan as "Must be Built" are substantially complete or stating the amount of work necessary for substantial completion. Such certificate shall confirm that recreational or other facilities which are labeled on the Condominium Subdivision Plan as "Must be Built", whether located within or outside of the phase of the project in which the condominium unit is located, and which are intended for common use are substantially complete or indicate the amount necessary for substantial completion thereof. Upon receipt of such certificate, Escrow Agent shall pay to Developer the sums from purchaser which were escrowed over and above the amount required to complete the "Must be Built" items mentioned above.

In the event the purchaser withdraws from the Purchase Agreement prior to the time the Purchase Agreement becomes binding, all sums paid to Escrow Agent by said purchaser shall be returned provided purchaser or Developer has timely notified Escrow Agent of the withdrawal.

VIII. Local Government, Taxes and Utility Service

A. Local Government. The project is located in Comstock Township and the Comstock Public School District.

B. Real Property Taxes. Taxes upon the units in the condominium are assessed by the Township of Comstock, the County of Kalamazoo and the Comstock Public School District. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty percent of true cash value. Real property taxes incurred during the year in which the condominium is formed will be issued for the entire condominium and will be an expense of administration that is paid by the Association. The Association will charge the Co-Owners and Developer for the portion of the tax bill that is equal to their respective percentage of value of ownership in the condominium. In subsequent years, each Co-Owner will receive an individual tax bill attributable to their unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may either rise or fall.

C. Utilities. All utilities provided to units are individually metered. The following utility services are available to the condominium:

1. Sanitary sewer, water and storm sewer - City of Kalamazoo
2. Electricity - Consumers Energy
3. Telephone - Ameritech
4. Gas - Consumers Energy
5. Cable T.V. - Cablevision

IX. Sales Offices.

The Developer has reserved in the Master Deed, for itself, its successors, authorized agents, representatives and employees the right to maintain offices, sales and other facilities on the land contained within the project. The Developer will pay all costs related to those facilities or common elements while owned by the Developer. The Developer shall restore the facilities to habitable status upon termination of use.

X. Warranties--None Given by Developer

The Developer provides no warranties of any kind with regard to the condominium. Express warranties are not provided unless specifically stated. A portion of the Purchase Agreement is herein reprinted in full for your information and convenience.

ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO SUBSCRIBER OR ANYONE ELSE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY,

SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

XI. Easements

The project is subject to a number of easements. Prospective purchasers are advised to review the Master Deed, the Condominium Subdivision Plan which is attached as Exhibit B to the Master Deed, and the title insurance commitment provided to the purchaser regarding the specifics of the easements affecting the project.

XII. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project which it believes satisfy the requirements of the purchaser. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to the unit in the condominium project each purchaser shall be deemed to have waived any claim or right arising out of or relating to any material defect, omission or misstatement as contained within or omitted from this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau does not endorse the project nor pass upon the value or merit of the development nor make any recommendation with regard to the purchase of a unit and any representation to the contrary is improper. The Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau (formerly the Michigan Department of Commerce) publishes The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from the Condominium Buyer's Handbook.

The descriptions of the Master Deed and other instruments contained herein are summarized and may not completely and adequately express the content of the various Condominium Documents. Each purchaser is referred to in the original Master Deed and other original instruments as contained within the Purchaser Information Booklet. In accordance with the proposed rules of the Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau.

XIII. Budget, Assessments and Other Changes Related to Unit Ownership

Each Co-Owner in the condominium will pay an annual assessment for their share of the common expenses of the condominium. These amounts are used to operate and maintain the condominium. Assessments must be paid in a timely manner, since operation of the condominium is dependent on the availability of funds. Assessments are due by July 10 and January 10. In the event a Co-Owner fails to pay this amount in a timely manner, the Condominium Bylaws provide that the Association may impose a lien upon the delinquent CoOwner's unit, collect interest at a rate of seven percent (7%) per annum and impose other penalties. Article III of the Condominium Bylaws should be consulted for further details.

Each Co-Owner shall also pay an annual installment to the Master Association. Presently, the Master Association's annual fee is \$200. Like the Condominium Association fees, the Master Association fees are also subject to change.

In addition to the above assessments, each condominium purchaser shall pay a non-refundable buy-in fee to the Condominium Association equal to \$500.

The amount of each semi-annual assessment will be determined by the amount of common expenses. It is estimated that in the first year of the condominium, each Co-Owner will pay an average of \$1,800 on an annual basis. This will generate annual revenue of a total of \$93,600 per year. It is anticipated that the first year's revenue and expenses of the condominium will be shown in "Exhibit A" attached.

Like most expenses today, the expenses in the budget are subject to changes as a result of changing costs in the economy. The budget expenses contained herein represent the Developer's best estimate of those expenses at this time. However, these expenses may increase from year to year due to cost increases, the need to repair, replace, maintain or improve the common elements.

Each Co-Owner must pay other charges in connection with its ownership of a unit in the condominium. For example, each Co-Owner is responsible for paying real estate taxes levied on their unit and their interest in the common elements. The amount of the taxes will be determined by the assessor of the Township of Comstock. The Developer expects the assessor to base its tax on the estimated market value of the unit. The Association will pay no real estate taxes.

In addition, each Co-Owner may be required to pay special assessments. Special assessments may be levied by the Board of Directors where the regular assessment proves inadequate, Common Elements need to be replaced or expanded, or for emergencies. Article III of the Condominium Bylaws should be examined for further details about special assessments. Developer is also required to pay special assessments in accordance with the percentages of value assigned to completed units it owns.

There are no other fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration.

XIV. Expansion, Contraction and Conversion of Condominium

Developer has also reserved the right to make the Project larger by expansion, up to 105 units, or smaller to but not less than two (2) units by contraction. This right permits the Developer to either add units to the Project or eliminate them from the Project. However, no unit may be eliminated from the Project after a unit has been conveyed to any non-developer co-owner. Contractions and expansion of the condominium can be made by amendments to the Master Deed which do not require the consent of anyone other than the Developer. If that occurs, the Developer would re-allocate percentages of value so that the total percentages would continue to equal 100. After any contraction of the condominium enough land must remain to adequately service the remaining units and to meet any setback and space requirements imposed by local building authorities. Developer's right to contract or expand the condominium expires six (6) years after recording of the first Master Deed. The boundaries of land area which may be withdrawn from the condominium and the order in which this might be done is not restricted by the Master Deed. The area which could be added to the Project for the additional units that may be added is shown on the Condominium Subdivision Plan.

XV. Legal Matters

John M. Novak, of Miller, Johnson, Snell & Cumiskey, P.L.C., 425 W. Michigan Avenue, Kalamazoo, Michigan, served as legal counsel in connection with the preparation of this Disclosure Statement and related documents. Legal counsel has not passed upon the accuracy of the factual matters herein contained.

XVI. Financial Arrangements

The development of the condominium will be financed by N/A.

XVII. Unusual Circumstances

The Developer is not aware of any unusual circumstances with regard to this condominium Project other than the following:

A. The road throughout **Hunter's Creek** is private and the costs of the maintenance shall be borne by the Co-Owners.

B. Every Co-Owner shall be a member of the Hunter's Run Association (the "Master Association") and the Hunter's Place Condominium Association. The Co-Owner's assessments to each Association are paid directly by the Co-Owner.

C. The road providing access to **Hunter's Creek** is private and is owned and maintained by the Master Association. The Co-Owners, as members of the Master Association, have the right to use all of the roads owned by the Master Association. In addition, the Co-Owners are entitled to the benefits of an easement that was granted by the Master Association to the prior owner of the Condominium parcel for use of the Master Association's roadway and utility lines.

EXHIBIT A

INCOME

52 units of assessment at an average of \$1800 per year:	\$ 93,600
Total Income:	\$ 93,600

ANNUAL EXPENSE

Administrative:

Insurance	\$15,600.00
Legal/accounting	\$ 1,000.00
Office Expenses	\$ 500.00

Total Administrative:	\$17,100.00
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Land Services:

Grounds maintenance	\$32,000.00
General maintenance	\$ 3,400.00
Electric	\$ 1,000.00
Snow plowing (driveway and sidewalks only)	\$16,000.00
Maintenance supplies	\$ 1,000.00

Total Land Services:	\$53,400.00
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Services:

Trash removal	\$ 5,928.00
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Total Unit Services:	\$ 5,928.00
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Reserve Accounts:

Reserve	\$17,172.00
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Total Reserve:	\$17,172.00
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TOTAL EXPENSES:	\$93,600.00
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Michigan Department of Consumer and Industry Services

Filing Endorsement

***This is to Certify that the ARTICLES OF INCORPORATION – NONPROFIT
for***

HUNTER'S CREEK CONDOMINIUM ASSOCIATION

ID NUMBER: 764996

received by facsimile transmission on March 30, 2000 is hereby endorsed

Filed on March 30, 2000 by the Administrator.

***The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.***

***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 30th day
of March, 2000.***



A handwritten signature in dark ink, appearing to read "Joseph P. Neltk".

, Director

Corporation, Securities and Land Development Bureau

Sent by Facsimile Transmission 12756

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES - CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU		
Date Received		(FOR BUREAU USE ONLY)
Name John M. Novak		
Address 425 W. Michigan Avenue		
City	State	Zip
Kalamazoo, Michigan 49007		
EFFECTIVE DATE:		

Document will be returned to the name and address you enter above.

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations
 (Please read information and instructions on last page)

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

The name of the corporation is: **HUNTER'S CREEK CONDOMINIUM ASSOCIATION.**

ARTICLE II

The purpose or purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain **Hunter's Creek**, a condominium (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in the management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;

- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage or lease (as Landlord or Tenant) any real and personal property, including, but not limited to any unit in the Condominium or any other real property, whether or not contiguous to the Condominium; for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) 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 Public Acts of 1978, as from time to time amended;
- (k) 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 said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is:

192 VanBruggen Street
Galesburg, Michigan 49053

ARTICLE IV

The name of the first resident agent is:

Donald F. Watts

ARTICLE V

The corporation is organized upon a membership basis.

The amount of assets which said corporation possesses is:

Real Property:	None
Personal Property:	None

Said corporation is to be financed under the following general plan:

Assessment of Members

ARTICLE VI

The names and places of business of each of the incorporators are as follows:

Donald F. Watts	192 VanBruggen Street Galesburg, Michigan 49053
Joyce Watts	192 VanBruggen Street Galesburg, Michigan 49053
Joy Watts	192 VanBruggen Street Galesburg, Michigan 49053

ARTICLE VII

The names and addresses of the first Board of Directors are as follows:

Donald F. Watts	192 VanBruggen Street Galesburg, Michigan 49053
Joyce Watts	192 VanBruggen Street Galesburg, Michigan 49053
Joy Watts	192 VanBruggen Street Galesburg, Michigan 49053

ARTICLE VIII

A volunteer director of the corporation shall not be personally liable to the corporation or its members for monetary damages for a breach of the volunteer director's fiduciary duty, except for liability for any of the following:

- (a) A breach of the volunteer director's duty of loyalty to the corporation or its members;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Section 551(l) of the Michigan Nonprofit Corporation Act;
- (d) A transaction from which the volunteer director derived an improper personal benefit;
- (e) An act or omission occurring as of the date of adoption of these Articles of Incorporation;
- (f) An act or omission that is grossly negligent.

For purposes of this Article, "volunteer director" means a director who does not receive anything of value from the corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director.

Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of a volunteer director of the corporation existing at the time of such repeal, modification or adoption.

ARTICLE IX

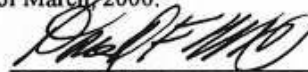
The term of the corporate existence is perpetual.

ARTICLE X

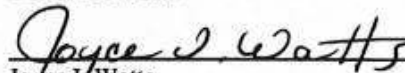
The corporation is organized on a membership basis. The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each co-owner (including the Developer) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

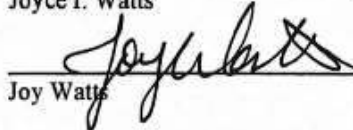
We, the incorporators, sign our names this 30th day of March 2000.



Donald F. Watts



Joyce I. Watts



Joy Watts

Document Prepared by
and when filed return to:
John M. Novak
MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.
425 West Michigan Avenue
Kalamazoo, Michigan 49007

**BYLAWS OF THE
HUNTER'S CREEK CONDOMINIUM ASSOCIATION**

**-ARTICLE I-
ADOPTION OF CONDOMINIUM BYLAWS**

The Bylaws of Hunter's Creek, a condominium (hereinafter known as the "Condominium Bylaws"), as attached to the Master Deed and recorded at 2000-011005, Pages 1-47, Kalamazoo County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation.

**-ARTICLE II-
MEETINGS**

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and Bylaws or the law of the State of Michigan.

Section 2. The first annual meeting of the members of the Association shall be held in accordance with the terms and provisions of the "Condominium Bylaws". The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-Owner. Thereafter, the annual meetings of the members of the Association shall be held on the third Tuesday of March each succeeding year. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Co-Owners may also transact such other business of the Association as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners in number or value 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. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article II, Section 1(e) of the Condominium Bylaws

shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

-ARTICLE III- **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association, partners, shareholders, trustees, trust beneficiaries or joint venturers in an entity that is a member of the Association. Notwithstanding the foregoing, the first Board of Directors designated in the Articles of Incorporation of the Association may consist of any persons including non-members. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons who shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association at the time required by Article II, Section 2 of these Bylaws. At the first meeting of members of the Association, the Board of Directors shall be increased to five (5) Directors who shall be elected to the following terms:

<u>Director</u>	<u>Term</u>
1.	1 year
2.	1 year
3.	2 years
4.	2 years
5.	2 years

Each Director elected at an annual meeting of members, held after the first meeting of members, shall be elected for a term of two (2) years.

Section 3. The Board of Directors shall have all powers and duties as set forth in the Condominium Bylaws.

Section 4. The Board of Directors shall propose regulations respecting the use and enjoyment of the units and common elements in the condominium and such other regulations as

are necessary for the maintenance and control of the condominium. All such regulations and amendments thereto shall be approved by not less than a majority of members, in number and value, before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Any regulations proposed by the First Board of Directors and approved by the original members of the Association prior to the first annual meeting of members shall be binding upon all subsequent members unless duly amended as provided herein.

Section 5. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the condominium Master Deed or Bylaws or by the Articles of Incorporation or Bylaws of this Association required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies in the Board of Directors (including the First Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor (or for a full term if the predecessors term would have expired at the time of such annual meeting).

Section 7. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the Co-owners in value and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting.

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

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

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

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

Section 12. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 13. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected before the First Annual 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 members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by the Board of Directors as provided in the Master Deed and Condominium Bylaws and in the Articles of Incorporation or Bylaws of the Association.

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

-ARTICLE IV- **OFFICERS**

Section 1. The principal officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation. The directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices, except that of President and Vice President, may be held by one person.

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

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members of the Association from time to time as he may, in his discretion, deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the Corporate Seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of

all monies and other valuable effects in the name and to the credit, of the Association, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

-ARTICLE V- OBLIGATIONS OF THE OWNERS

Section 1. A Co-Owner shall not make structural modifications or alterations to his Unit or the common elements, nor shall he make any decorations or modifications which alter the exterior appearance of the condominium without providing written notice to the Association or its management agent, or to the President of the Association if no management agent is employed. Such notice shall state the nature of the intended alteration or modification and shall contain in reasonable detail, the proposed manner of its implementation. The Association shall be obligated to approve or disapprove the said alteration in writing to the person seeking approval within twenty (20) days of receipt of such notification and failure to do so within the stipulated time shall constitute approval by the Association of the proposed modification or alteration.

-ARTICLE VI- SEAL

Section 1. The Association shall have a seal which shall have inscribed thereon the name of the Association, the words "Corporate Seal" and "Michigan".

-ARTICLE VII- FINANCE

Section 1. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

-ARTICLE VIII-
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights of which such director or officer may be entitled. Notwithstanding the above, ten (10) days prior written notice shall be given to Co-Owners before the Association makes any payment pursuant to this Article, and where no judicial determination as to indemnification of the directors has been made, an opinion of independent counsel approving the indemnification shall be obtained before the director is indemnified if such opinion is requested in writing by a majority of the Co-Owners within ten (10) days after notice is given.

-ARTICLE IX-
AMENDMENTS

Section 1. These Bylaws may be amended by the Association at a duly constituted meeting for such proposed, by an affirmative vote of two-thirds in percentage of value of the Co-Owners, by proxy or written vote as such vote is defined in the Condominium Bylaws.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third or more in value or in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article IX without approval by the State of Michigan and without recording in the Office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

-ARTICLE X-
COMPLIANCE

These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Master Deed of the condominium and Exhibits "A" and "B" attached thereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

ESCROW AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2000, by and between **JOYCE & DON, LLC**, a Michigan limited liability company, whose address is 192 Van Bruggen Street, Galesburg, Michigan 49053 (the "Developer") and **TITLE BOND & MORTGAGE COMPANY**, principal offices at 125 Exchange Place, Kalamazoo, Michigan 49007 (the "Escrow Agent").

WITNESSETH:

WHEREAS, the Developer is engaged in the development of a proposed condominium project known as **Hunter's Creek** in Comstock Township, Michigan (the "Project"); and

WHEREAS, Developer intends to enter into Purchase Agreements with various Purchasers respecting the proposed purchase of condominium Units therein (the "Units"); and

WHEREAS, the said Purchase Agreements require that all deposits made thereunder by Purchasers shall be held in escrow for the period specified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Payment by Purchasers. Upon the execution of a Purchase Agreement respecting the purchase of a Unit in the Project, the Purchaser shall pay a down payment toward the purchase thereof for each such Unit. Said payment shall be made to Escrow Agent or, if made to Developer, shall be deposited forthwith by Developer in the escrow account maintained by said Escrow Agent. At the time of closing on the purchase of said Unit, the unpaid balance of the purchase price may also be paid to Escrow Agent at the option of Developer or if so required by the terms and provisions of any release agreement between the Developer and the mortgagee of any mortgage which may be placed against the property. Failure to make any of the payments required hereunder shall constitute default on the part of a Purchaser.

2. Investment of Escrow Funds. All monies delivered to Escrow Agent hereunder shall be held by it in such manner as is customary for the deposit of escrow funds. At its option, Escrow Agent may invest said monies and interest in savings accounts, time certificates or in such other manner as may be mutually agreed upon, but neither Developer nor Escrow Agent shall be under any obligation to earn interest upon the escrowed funds held pursuant hereto. In the event that interest upon such sums is earned, such interest shall be separately accounted for by Escrow Agent and shall be paid to Developer upon the termination of this Escrow Agreement; provided, however, that if this Agreement terminates pursuant to subparagraphs (B) through (F) of paragraph 3, then such interest, if any, shall be paid to the Purchaser. If interest is paid on the amounts escrowed under this Agreement, that interest shall be released in the same manner as provided for release of funds herein.

3. Release of Escrow Funds. No part of the escrowed funds received by Escrow Agent under the terms of this Agreement or any interest earned on said funds shall be released to either Developer or to any Purchaser except upon the conditions hereinafter set forth:

A. Amounts required to be retained in escrow in connection with the purchase of a Unit shall be released to Developer upon all of the following:

(1) Conveyance of legal or equitable title to the Unit to the purchaser by deed or land contract.

(2) Receipt by the Escrow Agent of a Certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the project in which the condominium Unit is located and which on the condominium subdivision plan are labeled "Must be Built" are substantially complete, or determining the amount necessary for substantial completion thereof. The Certificate shall state that all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads, to the extent such items are designated on the condominium subdivision plan as "Must be Built", are substantially complete in accordance with the pertinent plans therefor. The Certificate shall state that the improvements can be reasonably employed for its intended use and, for purposes of certification under this Agreement, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the project. A Certificate of Substantial Completion shall not be deemed to be a certification as to the quality of the items to which it relates.

(3) Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the condominium subdivision plan are labeled "Must be Built", whether located within or outside of the phase of the project in which the condominium Unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion thereof. The Certificate shall state that the improvements can be reasonably employed for its intended use and, for purposes of certification under this Agreement, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the project. A Certificate of Substantial Completion shall not be deemed to be a certification as to the quality of the items to which it relates.

If the estimated cost of substantial completion of any of the items referred to in paragraphs (2) and (3) above cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or amendment for completion thereof. To the extent that any item referred to in paragraphs (2) and (3) above is specifically depicted on the condominium subdivision plan, an estimate of the

cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or amendment.

B. In the event that a Purchaser withdraws from the Purchase Agreement prior to the time the Purchase Agreement becomes a binding Purchase Agreement as therein provided, all sums paid to Escrow Agent by said Purchaser shall be returned to him within three (3) business days after withdrawal, provided Purchaser or Developer has timely notified Escrow Agent of the withdrawal.

C. In the event that Developer or any proposed mortgagee determines that a Purchaser does not meet credit requirements for the participation in the Project, or the Purchaser fails to obtain a conventional or other mortgage as provided by the Purchase Agreement, if any, Developer shall so notify Escrow Agent in writing and all sums paid to Escrow Agent by said Purchaser shall be returned to him within three (3) business days.

D. In the event any individual Purchaser shall die prior to the acquisition of title to his Unit, and no decision to re-affirm shall have been made by his legal representative, Escrow Agent shall, upon notification by Developer, release all sums paid to it by said Purchaser to his legal representative or estate.

E. In the event any Purchaser defaults in his obligations prior to the time the Purchase Agreement becomes a binding Purchase Agreement, and Developer terminates said Purchaser's rights under the Purchase Agreement and so notifies Escrow Agent in writing, all sums paid to Escrow Agent by said Purchaser shall be returned to him.

F. In the event that, subsequent to the time that the said Purchase Agreement becomes a binding Purchase Agreement, any Purchaser shall default in making any payments required by this Agreement or in performing any of the obligations contained in the Purchase Agreement for a period of ten (10) days after written notice sent by Developer to said Purchaser, Escrow Agent shall, upon demand from Developer, release to Developer all sums paid to it by said Purchaser not exceeding ten (10%) percent of the purchase price as set forth in said Purchase Agreement, and the Escrow Agent shall release to said Purchaser the balance of all sums paid to it by said Purchaser.

G. In the event that Developer shall deposit with Escrow Agent adequate security including without limitation an irrevocable letter of credit, lending commitment, indemnification agreement or other resource having a value, in the judgment of the Escrow Agent, of not less than the amount required to be retained, Escrow Agent shall release to Developer all sums on deposit with it which are included within the terms of any such approval.

H. Upon receipt of a certificate of a licensed professional engineer or architect determining the amounts necessary for substantial completion, the Escrow Agent may release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such funds specified by the issuer on the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be insufficient in the opinion of the issuer of such certificate for substantial completion of any remaining incomplete items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrowed funds that is authorized or required by this section, an Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent determines that there is sufficient cause to believe the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis.

I. Not earlier than nine (9) months after closing the sale of the first Unit in a phase of the condominium project for which funds have been retained under this Agreement or for which security has been provided, Escrow Agent, upon request of the Condominium Association or any interested co-owner, shall notify Developer of the amount of funds deposited or security provided for such purpose that remains, and of the date determined under this paragraph upon which those funds can be released. In the case of a recreational facility or other facility intended for general common use, not earlier than nine (9) months after the date on which the facility was promised in the condominium documents to be completed by the Developer, Escrow Agent, upon the request of the Association or any interested co-owner, shall notify the Developer of the funds deposited or security provided for such purpose that remains, and of the date determined upon which those funds can be released. Three months after receipt of a request pertaining to funds, funds that have not yet been released to Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained or for a purpose specified in a written agreement between the Association and the Developer entered into after the transitional control date. The Agreement may specify that issues relating to the use of the funds be submitted to arbitration. The Escrow Agent may release funds in the manner provided in such an agreement or may initiate an interpleader action and deposit retained funds with a court of competent jurisdiction. In any interpleader action, the circuit court shall be empowered, in its discretion, to appoint a receiver to administer the application of the funds. Any notice or request provided for in this subsection shall be in writing.

4. Master Deed Review. At such time as a Master Deed for the Project has been prepared, the Developer shall furnish to the Escrow Agent a copy thereof together with copies of such other Condominium Documents as may be requested by the Escrow Agent. After it has had an opportunity to review such documents, Escrow Agent may, at its sole discretion, elect to

continue the escrow, or, if it finds such documents inadequate to protect its interests, transfer all funds held by it to another qualified Escrow Agent selected by the Developer, or, in the absence of such selection, return to each Purchaser the funds which have been deposited by him, in complete satisfaction of its duties hereunder.

5. Miscellaneous Provisions. The Escrow Agent in the performance of its duties under this section shall be deemed an independent party not acting as the agent of the Developer, any purchaser, co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect, as described in this act, the Escrow Agent shall have no liability whatever to the Developer or to any purchaser, co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon. The Escrow Agent shall be relieved of all liability upon release, in accordance with this section, of all amounts deposited with it. Any change in the terms or conditions hereof may only be made in writing and signed by the parties or their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

JOYCE & DON, LLC

By: 
Donald F. Watts

Its: Managing Member

TITLE BOND & MORTGAGE COMPANY

By: _____

Its: _____

HUNTER'S CREEK
INSTRUCTION SHEET

Please be advised that Section 84a of the Michigan Condominium Act provides as follows:

- (1) The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than business condominium units:
 - a. The recorded master deed.
 - b. A copy of the purchase agreement that conforms with section 84, and that is in a form in which the purchaser may sign the agreement together with a copy of the escrow agreement.
 - c. A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145.
 - d. A disclosure statement.
- (2) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2). An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2).
- (3) At the time the purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the purchaser.
- (4) Promptly after recording a master deed for a condominium project containing a business condominium unit, the developer shall provide to a prospective purchaser of a business condominium unit a copy of the recorded master deed for the project.
- (5) With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

- (6) The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.
- (7) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115.

Joyce & Don, LLC

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD
96 Feb 20 PM 1 35

**SUPPLEMENT TO DECLARATION OF
GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HUNTER'S RUN PLANNED UNIT DEVELOPMENT**

15- 6.294
2

DONALD F. WATTS, JOYCE I. WATTS, and WATTS CONSTRUCTION COMPANY, INC., a Michigan Corporation, as "Declarant" of the Declaration of General Covenants, Conditions, and Restrictions for Hunter's Run Planned Unit Development recorded on May 29, 1986 at Liber 1272, Page 658 Kalamazoo County Records (the "Declaration"), and the HUNTER'S RUN ASSOCIATION, a Michigan non-profit corporation, that is executing this document as evidence of its assent, hereby supplement the Declaration in the following manner:

(15653

Background

(a) The Declaration was intended to apply to all of the property described in "Schedule A" attached which was to be recorded with the Declaration. "Schedule A" was inadvertently not recorded with the Declaration. Declarant hereby corrects the Declaration by recording "Schedule A" with this Supplement.

(b) Article VI, Section 3 of the Declaration grants the Declarant the authority to add property to the Planned Unit Development within fifteen (15) years from the date of the Declaration so long as at least twenty percent (20%) of the added property constitutes common area and Comstock Township approves the inclusion. Declarant having found the requirements fulfilled, hereby adds property to the Planned Unit Development so that, upon recording, all of the property described in attached "Schedule B" shall be included within the Planned Unit Development. Also upon recording, all such property shall be subject to the Declaration, the Articles of Incorporation and the Bylaws of the Hunter's Run Association, and all other rights, covenants, conditions and restrictions affecting the property, if any.

Supplement to Declaration

Upon recordation of this document in the Office of the Register of Deeds for Kalamazoo County, the Declaration is supplemented as follows:

1. "Schedule A", attached hereto, is hereby annexed into the Declaration.
2. Declarant, pursuant to their authority under Article VI, Section 3 of the Declaration, and having found that all of the requisites to adding property are fulfilled, hereby adds property to the Planned Unit Development, so that all of the property described in attached "Schedule B" is included within the Planned Unit Development.
3. Upon recordation of this Supplement, all owners of Lots and/or Units located within the property described in "Schedule B" shall be subject to all rights and obligations of the

Declaration and of the Hunter's Run Association, a Michigan non-profit corporation, whose By-Laws are recorded at Liber 1548, Page 149, Kalamazoo County Records and any other rights, obligations, covenants, conditions, and restrictions affecting the property, if any.

4. In all other respects, the provisions of the Declaration and all of the rights and obligations of Members of the Hunter's Run Association, are hereby ratified, confirmed and redeclared.

IN WITNESS WHEREOF, the Declarants have duly executed this Supplement this 19 day of February, 1996.

WITNESSES:

Ronald L. Curtis
Ronald L. Curtis

Bradley A. Burdick
Bradley A. Burdick

Donald F. Watts
Donald F. Watts

Joyce I. Watts
Joyce I. Watts

WATTS CONSTRUCTION COMPANY,
INC., a Michigan Corporation

By: Donald F. Watts
Donald F. Watts
Its: President

ASSENTED TO:

Ronald L. Curtis
Ronald L. Curtis

Bradley A. Burdick
Bradley A. Burdick

HUNTER'S RUN ASSOCIATION

By: Wayne G. Brewer
Wayne Brewer
Its: President

STATE OF MICHIGAN)
) ss.
County of Kalamazoo)

LIBER 1834 PG 1306

The foregoing instrument was signed before me this 19th day of February, 1996, by **Donald F. Watts, and Joyce I. Watts**, and Donald F. Watts, as President and on behalf of **Watts Construction Company, Inc.**, a Michigan Corporation.

Martha R. Talbot
Martha R. Talbot, Notary Public
Kalamazoo County, Michigan
My commission expires: 4-12-2000

STATE OF MICHIGAN)
) ss.
County of Kalamazoo)

The foregoing instrument was signed before me this 19th day of February 1996, by Wayne Brewer, as President and on behalf of Hunter's Run Association.

Martha R. Talbot
Martha R. Talbot, Notary Public
Kalamazoo County, Michigan
My commission expires: 4-12-2000

PREPARED BY:
J. Patrick Lennon
Miller, Johnson, Snell & Cumiskey, P.L.C.
425 West Michigan Avenue
Kalamazoo, MI 49007
(616) 343-0282 c:\work\jpl\huntr.supp

LIBER 1834 PG 1307
"SCHEDULE A"

The Plat of "Hunter's Run" being part of the Northeast 1/4, Section 8, T.2S., R.10W., Comstock Township, County of Kalamazoo, Michigan and also a resubdivision of part of the West 79.5 feet of Lot 4 of the Plat of Rostellan, of part of the Northeast 1/4 of said Section 8, as recorded in Liber 19 of Plats, on Page 15, Kalamazoo County Records, and more particularly described as follows:

Commencing at the North 1/4 post of Section 8, T.2S., R.10W.; thence South $0^{\circ}05'26''$ East along the North and South 1/4 line of said Section 365.00 feet to the point of beginning; thence North $89^{\circ}50'40''$ East 310.12 feet; thence North $0^{\circ}09'20''$ West 70.00 feet; thence North $89^{\circ}50'40''$ East 109.24 feet; thence Northerly on a curve to the right an arc distance of 73.82 feet, radius 294.22 feet, central angle $14^{\circ}22'33''$ and chord bears North $7^{\circ}20'36''$ West 73.63 feet; thence North $0^{\circ}09'20''$ West 188.95 feet to the Northwest corner of Lot 4 of said Rostellan Plat; thence North $89^{\circ}50'40''$ East along the North line of said Lot 4 79.50 feet; thence South $0^{\circ}09'20''$ East 211.05 feet; thence Southeasterly on a curve to the left an arc distance of 223.08 feet, radius 203.38 feet, central angle $62^{\circ}50'40''$ and chord bears South $31^{\circ}34'40''$ East 212.06 feet; thence South $63^{\circ}00'00''$ East 138.00 feet; thence South $27^{\circ}00'00''$ West 66.00 feet; thence South $63^{\circ}00'00''$ East 218.00 feet; thence Southeasterly on a curve to the right an arc distance of 434.70 feet, radius 335.54 feet, central angle $74^{\circ}13'38''$ and chord bears South $25^{\circ}53'11''$ East 404.93 feet; thence South $89^{\circ}58'26''$ West 161.14 feet; thence South $8^{\circ}00'00''$ East 102.86 feet; thence South $85^{\circ}00'00''$ West 343.73 feet; thence North $60^{\circ}30'00''$ East 102.86 feet; thence South $85^{\circ}00'00''$ West 343.73 feet; thence North $60^{\circ}30'00''$ West 660.00 feet to the North and South 1/4 line of said Section 8; thence North $0^{\circ}05'26''$ West along said North and South 1/4 line 450.00 feet to the point of beginning. The above parcel contains 14.01 acres and 28 lots.

LIBER **1834** PG **1308**
"SCHEDULE B"

That part of the Northeast 1/4 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, described as: Commencing at the North 1/4 corner of Section 8, Town 2 South, Range 10 West; thence S 0°05'26" E 365 feet to place of beginning; thence South along North and South 1/4 line of Section 8; 2273.45 feet; thence S 89°49'55" E along the East and West 1/4 line 1617.53 feet; thence North 0°09'30" W 765.60 feet; thence N 89°49'55" W 300 feet; thence N 0°09'30" W 1682.28 feet to the South line of Lot 11 Rostellan Plat; thence S 89°50'40" W 225.18 feet; thence S 0°09'20" E 35 feet; thence S 89°50'40" W 600 feet; thence North parallel with East line of Lot 4 Rostellan Plat 200 feet; thence S 89°50'40" W 204.5 feet; thence South parallel with East line of Lot 2 Rostellan Plat 150 feet to South line of Lot 2; thence East along South line of Lot 2, Rostellan Plat 25 feet; thence S 0°09'20" E 182 feet; thence S 89°50'40" W 309.97 feet to place of beginning.

Recorded at:

2004-032162
6-28-04

SUPPLEMENT NO. 2 TO DECLARATION
OF
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTER'S RUN PLANNED UNIT DEVELOPMENT

Donald F. Watts, Joyce I. Watts, Watts Constructions, Inc., a Michigan Corporation, and Joyce & Don, LLC, a Michigan limited liability company, as "Declarant" of the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development recorded on May 29, 1986, at Liber 1272, Page 658, Kalamazoo County Records (the "Declaration"), and the **Hunter's Run Association**, a Michigan non-profit corporation, that is executing this document as evidence of its assent, hereby supplement the Declaration in the following manner:

Background

Article VI, Section 3 of the Declaration grants the Declarant the authority to add property to the Planned Unit Development within fifteen (15) years from the date of the Declaration so long as at least twenty percent (20%) of the added property constitutes common area Comstock Township approves the inclusion. Upon receiving approval from Comstock Township of inclusion of the property described in the attached Schedule A (the "Property") which is known as "Hunter's Creek Condominium," in the Hunter's Run Planned Unit, and after meeting the other requirements, the Declarant, on March 31, 2000, declared that the Property is added to the Planned Unit Development and subject to the terms and conditions of the Declaration, Articles of Incorporation and the Bylaws of Hunter's Run Association. Declarant is recording this Supplement No. 2 for administrative purposes.

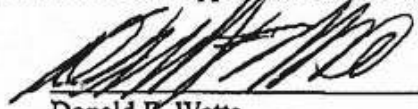
Supplement to Declaration

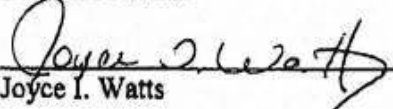
1. Declarant, pursuant to their authority under Article VI, Section 3 of the Declaration, records this Supplement No. 2.
2. Since March 31, 2000, all co-owners of Hunter's Creek Condominium located within the Property described in Schedule A have been be subject to all rights and obligations of the Declaration, as amended, and of the Hunter's Run Association, a Michigan non-profit corporation, whose Bylaws are recorded at Liber 1548, Page 149, Kalamazoo County

Records and any other rights, obligations, covenants and restrictions affecting the Property, if any.

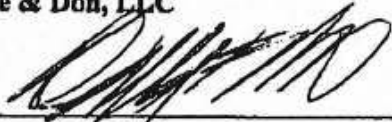
3. In all other respects, the provisions of the Declaration and all of the rights and obligations of Members of the Hunter's Run Association, are hereby ratified, confirmed and redeclared.

The Declarants have duly executed this Supplement this 28th day of June, 2004.


Donald F. Watts

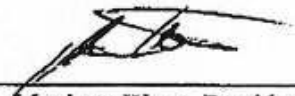

Joyce I. Watts

Joyce & Don, LLC

By: 
Donald F. Watts, Managing Member

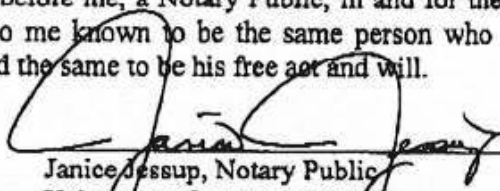
ASSENTED TO:

Hunter's Run Association

By: 
Matthew Watts, President

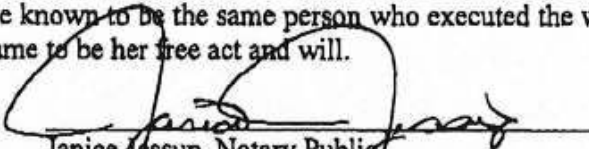
STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Donald F. Watts, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his free act and will.


Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
 }ss.
COUNTY OF KALAMAZOO }

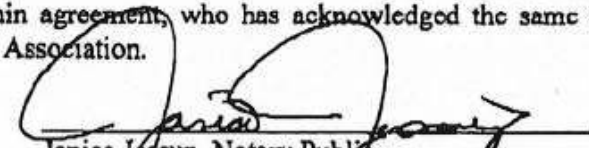
On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Joyce I. Watts, to me known to be the same person who executed the within agreement, who has acknowledged the same to be her free act and will.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
 }ss.
COUNTY OF KALAMAZOO }

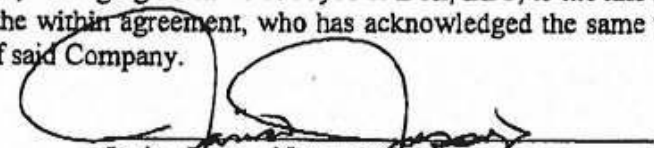
On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Matthew Watts, President of Hunter's Run Association, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his/her free act and will on behalf of said Association.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
 }ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Donald F. Watts, Managing Member of Joyce & Don, LLC, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his/her free act and will on behalf of said Company.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

SCHEDULE A

Parcel No. 1

A parcel of land situate and being in the Township of Comstock, Kalamazoo County, Michigan, being more particularly described as follows:

That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 649.42 feet to the Point of Beginning of this description; thence N 00° 09' 19" W parallel with the East line of the West 2 of the Northeast 1/4 of said Section 316.83 feet to the Southeast corner of Lot 55 of "Hunters Run No. 3," as recorded in Liber 40 of Plats on Page 7; thence the following four courses along the boundary of said "Hunters Run No. 3": N 28° 00' 00" E 380.00 feet; N 40° 49' 12" E 130.00 feet; N 49° 22' 44" E 167.79 feet; and Northwesterly 145.38 feet on the arc of a 439.18 foot radius curve to the right with a central angle of 18° 57' 57" and a chord bearing N 31° 08' 18" W 144.71 feet; thence N 68° 20' 41" E along the boundary of "Hunters Run No. 2," as recorded in Liber 36 of Plats on Page 27, 66.00 feet; thence Southeasterly 172.87 feet on the arc of a 373.18 foot radius curve to the left with a central angle of 26° 32' 29" and a chord bearing S 34° 55' 34" E 171.33 feet; thence N 41° 48' 12" E 193.08 feet; thence S 73° 51' 40" E 64.93 feet to said East line; thence S 00° 09' 19" E along said East line 230.03 feet to a point that is N 00° 09' 19" W 765.60 feet (11 chains and 60 links) from said East and West 1/4 line; thence S 89° 49' 30" E 385.00 feet; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet to Comstock Creek; thence N 53° 56' 48" W 396.09 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8 at a point S 00° 03' 19" E 240.00 feet from the Northwest corner of said Northeast 1/4; thence N 00° 03' 19" W 240.00 feet to said Northwest corner; thence N 89° 49' 31" W along said 1/4 line 668.26 feet to the point of beginning. This parcel contains 20.8 acres.

Parcel No. 2

That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Southeast corner of the West 1/2 of the Northeast 1/4 of said Section 8; thence N 00° 09' 19" W along the East line of the West 1/2 of the Northeast 1/4 of said Section 765.60 feet (11 chains and 60 links); thence S 89° 49' 30" E 385.00 feet to the Point of Beginning of this description; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 1650 feet more or less to a point that is S 89° 49' 30" E 882 feet more or less from the point of beginning; thence N 89° 49' 30" W 880 feet to the point of beginning. This parcel contains 17.6 acres, more or less.

Parcel No. 3

That part of the East $\frac{1}{2}$ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North $\frac{1}{4}$ corner of said Section 8; thence S $00^{\circ} 05' 00''$ E along the North and South $\frac{1}{4}$ line of said Section 2638.28 feet to the Central $\frac{1}{4}$ corner of said Section 8; thence S $89^{\circ} 49' 31''$ E along the East and West $\frac{1}{4}$ line of said Section 1317.68 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8; thence S $00^{\circ} 03' 19''$ E along the West line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 240.00 feet to the Point of Beginning of this description; thence S $00^{\circ} 03' 19''$ E along said West line 600 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 500 feet more or less to a point that is S $53^{\circ} 56' 48''$ E 396.09 feet from the point of beginning; thence N $53^{\circ} 56' 48''$ W 396.09 feet to the point of beginning. This parcel contains 2.2 acres, more or less.

Prepared by:
John M. Novak
Miller, Johnson, Snell & Cummiskey, PLC
303 North Rose Street, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2976

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	<div style="text-align: center;">FILED</div> <div style="text-align: center;">OCT 6 - 1986</div> <div style="text-align: center;">Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau</div>
	Date Received OCT 02 1986
CORPORATION IDENTIFICATION NUMBER	769-670

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 162, Public Acts of 1962, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

HUNTER'S RUN ASSOCIATION, INC.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See attached sheet.

ARTICLE III

The corporation is organized upon a nonstock (stock or nonstock) basis.

1. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

See Schedule A

and the description and value of its personal property assets are: (if none, insert "none")

None

The corporation is to be financed under the following general plan: Assessment of lots and dwelling units. All record owners of a fee simple title to any residential lot or dwelling unit which is in the properties, subject to the definitions in Article I of the Declarations of General Covenants, shall be a member of the Association with all privileges and obligations of membership.

The corporation is organized on a membership basis.

(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

2975 Hunter's Hill, Kalamazoo , Michigan 49004
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

Michigan
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

Donald F. Watts

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Donald F. Watts 1346 Merry Brook, Kalamazoo, MI 49004

Joyce Watts 1346 Merry Brook, Kalamazoo, MI 49004

Edward P. Thompson 2017 Winchell, Kalamazoo, MI 49008

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI

The term of the corporate existence is perpetual.

I (We), the Incorporator(s) sign my (our) name(s) this 1st day of October, 1986.



DONALD F. WATTS



JOYCE WATTS



EDWARD P. THOMPSON

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Lisa A. Godfrey
FOX, THOMPSON, MORRIS, STOVER & O'CONNOR
610 Comerica Building
Kalamazoo, MI 49007

Telephone:
Area Code 616
Number 381-2730

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
3. Article II — The specific purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
4. Article III — Complete item III(1) or III(2) as appropriate, but not both.
5. Article IV — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
6. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
9. FEES: Filing fee \$10.00
Franchise fee \$10.00
Total fees (Make remittance payable to State of Michigan) \$20.00
10. Mail form and fee to:
Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909
Telephone: (517) 373-0493

HUNTER'S RUN ASSOCIATION, INC.

ARTICLE II

The purpose or purposes for which the corporation is organized are:
To promote the health, safety, and welfare of the residents of Hunter's Run Planned Unit Development within real property described in the annexed Schedule A and with any addition which may be brought within the jurisdiction of this corporation collectively the "properties", and for this purpose (a) to own, acquire, build, operate, regulate the use of, and maintain the common areas and any recreation facilities but not limited to parks, natural areas and paths, all for the benefit of the residents of Hunter's Run Planned Unit Development; (b) to carry out and enforce the covenants, conditions and restrictions which may be applicable to the properties or to any portion of them and to exercise all authority therein granted; (c) to do any other thing permitted by law which, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the properties; (d) dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for those members. No dedication or transfer shall be effective unless it shall be approved, at a meeting called for that purpose, by affirmative vote of 2/3 of the outstanding votes held by owners in the association and by affirmative vote of 2/3 of all the outstanding votes allowable for owner occupied dwelling units as provided in the declaration; (e) enter into contracts with and participate in mergers and consolidations with other non-profit corporations organized for the same purposes; (f) add additional residential property and common area; (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Michigan may now or hereafter have or exercise.

"Hunters Run"

SCHEDULE A

OF PART OF THE NE 1/4 OF SECTION 8, T. 2 S., R. 10 W.,
COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN.

LEGEND:

Bearing datum S89°50'40" W on S line, Sec. 5, T. 2 S., R. 10 W., from Wildwood Hills No. 6, L. 33, P. 8.

Concrete monuments 4" in diameter have been placed at all points marked thus " "

All lot corners are staked with iron bars 5/8" x 18" long.

Curvilinear dimensions are shown along the arc.

Dimensions are given in feet.

(R) denotes a radial line.

SHEET 1 OF 2 SHEETS

SURVEYOR'S CERTIFICATE

I, Thomas W. Chettleburgh, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat "Hunters Run", part of the Northeast 1/4, Section 8, T. 2 S., R. 10 W., Comstock Township, County of Kalamazoo, Michigan and also a resubdivision of the North 200 feet of the West 79.5 feet of Lot 4, Rostellan Plat, part of the Northeast 1/4 of said Section 8, as recorded in Liber 19 of Plats, on Page 15, Kalamazoo County Records, and more particularly described as follows:

Commencing at the North 1/4 post of Section 8, T. 2 S., R. 10 W.; thence South 0°05'26" East along the North and South 1/4 line of said Section 365.00 feet to the point of beginning; thence North 89°50'40" East 310.12 feet; thence North 0°09'20" West 70.00 feet; thence North 89°50'40" East 109.24 feet; thence Northerly on a curve to the right an arc distance of 73.82 feet, radius 254.22 feet, central angle 14°22'33" and chord bears North 7°20'36" West 73.63 feet; thence North 0°09'20" West 188.95 feet to the Northwest corner of Lot 4 of said Rostellan Plat; thence North 89°50'40" East along the North line of said Lot 4 79.50 feet; thence South 0°09'20" East 211.05 feet; thence Southeasterly on a curve to the left an arc distance of 223.08 feet, radius 203.38 feet, central angle 62°50'40" and chord bears South 31°34'40" East 212.06 feet; thence South 63°00'00" East 138.00 feet; thence South 27°00'00" West 66.00 feet; thence South 63°00'00" East 218.00 feet; thence Southeasterly on a curve to the right an arc distance of 434.70 feet, radius 335.54 feet, central angle 74°13'38" and chord bears South 25°53'11" East 404.93 feet; thence South 89°58'26" West 161.14 feet; thence South 8°00'00" East 102.86 feet; thence South 85°00'00" West 343.73 feet; thence North 60°30'00" West 660.00 feet to the North and South 1/4 line of said Section 8; thence North 0°05'26" West along said North and South 1/4 line 450.00 feet to the point of beginning. The above described parcel contains 14.01 acres and 28 lots.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

Date: February 13, 1986

Thomas W. Chettleburgh L.S.
5858 Hall Street, SE
Grand Rapids, Michigan 49506

Thomas W. Chettleburgh
Thomas W. Chettleburgh
Registration No. 16036



DECLARATION of GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

for

HUNTER'S RUN PLANNED UNIT DEVELOPMENT

31-798

DONALD F. WATTS and JOYCE I. WATTS, and WATTS CONSTRUCTION CO., INC., a Michigan Corporation, are proprietors of land located in the Township of Comstock, County of Kalamazoo, State of Michigan, more particularly described in the annexed Schedule A. Proprietors are hereinafter collectively referred to as Declarant ("Declarant").

Declarant declares that all of the properties are subject to the following easements, restrictions, covenants and conditions which are imposed for the purpose of protecting its value and desirability and which shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any part.

PURPOSE OF PLANNED UNIT DEVELOPMENT

The purpose of the Planned Unit Development and this Declaration is to provide for the residents a community that will create a higher quality of living by preserving as near as may be possible in an urban setting the amenities of a natural environment, to give consideration to the preservation of the natural features of the environment, including air, soil, water, topography, natural vegetation, and all wild life. In general, this Declaration shall be construed to encourage the leaving of the land in its natural state, except as otherwise provided or permitted, and to give the Board of Directors of the Association the authority to pass reasonable regulations concerning aesthetic considerations, including preservation of scenic views, prevention of unsightliness, fostering of quietness, and the like. The right, but not the obligation, of the Board to restore and maintain the unpaved portions of street rights-of-way and the Common Areas in their natural condition is hereby declared and each grantee, by acceptance of a conveyance of any portion of the property, shall be deemed to have agreed to the same on behalf of the grantee, the grantee's successors, heirs, and assigns.

CLERK - J. J. J. J.
J. J. J. J.

MAY 29 4 06 PM '86

RECORDED
INDEXED
MAY 29 1986

EFFECT OF FINAL DEVELOPMENT PLAN FILED WITH THE TOWNSHIP OF COMSTOCK

The final development Plan of the Planned Unit Development which is on record in the office of the Township Clerk of the Township of Comstock, has the effect and only the effect prescribed by the ordinances of the Township of Comstock. The Plan constitutes part of the public controls imposed by the Township upon developers, owners, residents and users of the Planned Unit Development and does not create, and is not intended to create any private property or contract rights in the owners and residents of the Planned Unit Development, except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plan on file in the office of the Township of Comstock describes a plan of development which the Declarant believes will provide maximum benefits to the residents, owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and which may threaten the benefits to be derived by the residents, owners and the public unless the plan can be modified as prescribed by the applicable ordinances. Accordingly although this Declaration is applicable to the entire area of the planned unit development, it confines itself to the establishment of a community organization and the definition of the rights and obligations of each owner in and to the organization and its facilities. Some basic limitations upon the use of the land are also included but such Plan continue to remain subject to modification by the proper Township authorities in accordance with the procedures set forth in the ordinance of the Township. The Declarant believes, however, that additional protection in the nature of private property and contract rights should be accorded to the residents within those areas of the Planned Unit Development which constitute their respective immediate neighborhoods and which are being developed currently. Other protective covenants which will be applicable to the property therein respectively described may be recorded before the conveyance of that property.

Accordingly, it is hereby declared that the Plan on file in the office of the Township Clerk does not create and shall not be construed to create any private property or contract rights in any resident or owner of property in the Planned Unit Development.

Declarant covenants to maintain the Common Areas, including paved streets, in accordance with the purposes stated in this Declaration until their conveyance to the Association. The Association, by acceptance of a conveyance, covenants to maintain the Common Areas, including paved streets, in accordance with the purposes stated in this Declaration.

ARTICLE I

Definitions

Section 1.

"ASSOCIATION" shall mean and refer to "HUNTER'S RUN ASSOCIATION, INC.", a Michigan Non-profit Corporation, its successors and assigns.

Section 2.

"OWNER" shall, except as provided below, mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any residential lot or Dwelling Unit which is in the Property, except that one holding an interest merely as security for the performance of an obligation shall not be deemed an Owner and, except, that a contract purchaser in possession shall be deemed an Owner. Subject to the Bylaws of the Association the term "Owner" shall not include a record Owner whose sole purpose in holding title is for the purpose of constructing improvements pursuant to written contract. The other party to the construction contract shall receive the benefits of and be subject to the obligations of an "Owner."

Section 3.

"PROPERTIES" shall mean and refer to the property described in the annexed Schedule A and to other real property which may be added as provided in Article VI, Section 3. "PROPERTY" shall mean a particular parcel within the Properties.

Section 4.

"COMMON AREAS" shall mean all the real Property, including streets, owned by the Association for the common use and enjoyment of the owners. No area shown or indicated on any plan or plat of the property shall be considered as a Common Area unless and until it has been conveyed to the Association for the common use and enjoyment of the Owners.

Section 5.

"PLAN" shall mean the final development plan of the Planned Unit Development on file in the office of the Township Clerk of the Township of Comstock as it may be from time to time amended.

Section 6.

"DWELLING UNIT" shall mean an improved space designed for and ready for occupancy by an individual or single family for independent dwelling purposes, whether located in a detached, row, semi-detached or multiple-family structure.

Section 7.

"OWNER OCCUPIED DWELLING UNIT" shall mean a Dwelling Unit which is occupied as the Owners residence even though it may be rented by the Owner during a temporary absence.

Section 8.

"LOT" shall mean any numbered lot on a recorded plat.

ARTICLE II

Property Rights

Section 1.

OWNERS' EASEMENTS OF ENJOYMENT OF COMMON AREAS

Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to that ownership, subject to the following:

- (a) The right of the Association to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes.
- (b) The right of the Association to fix and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- (c) The right of the Association to suspend voting rights and the rights of members of the Association to use any of the Common Areas or to any facility in them for any period, not to exceed (60) days for any infraction of its published rules and regulations or the violation of any of the covenants, conditions and restrictions contained in this Declaration, or in covenants, conditions and restrictions relating to particular plats within the Plan, except that suspension for any continuing infraction or violation may continue for the duration of that infraction or violation and provided, however, that the right of an Owner to access to and use of streets shall be absolute.

- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas, provided that any transfer shall be approved at a meeting duly called for that purpose by affirmative vote of two-thirds (2/3) of all the outstanding votes held by Owners in the Association and by affirmative vote of two-thirds (2/3) of all the outstanding votes allowable for Owner-Occupied Dwelling Units.
- (e) The right of the Association to construct, maintain and improve recreation and other facilities on the Common Areas for the benefit of the Owners and to permit the use of them by other persons as provided for in this Declaration.
- (f) The right of the Association to mortgage the Common Areas or any part with the affirmative vote of two-thirds (2/3) of the Owners subject to the rights of any first mortgagee.
- (g) The right of the Association to convey the Common Areas or any part with the affirmative vote of two-thirds (2/3) of the Owners and subject to the rights of any first mortgagee.
- (h) The right of the Association to grant to the Township of Comstock the jurisdiction to impose the Uniform Traffic Code of the State of Michigan on the streets within the Planned Unit Development.

Section 2.

DELEGATION OF USE

Any Owner may delegate, in accordance with the Bylaws, the Owner's rights of enjoyment of the Common Areas and facilities to members of the Owner's family, and to Owner's tenants and guests.

Section 3.

STREETS

The Declarant intends that all streets, medians, islands and verges will be conveyed to the Association after being completed in conformance with the Plan approved by the Township of Comstock and will not be a part of the Kalamazoo County road system. The Association will be responsible for all maintenance, including, but not limited to, snow removal, sweeping, road-side maintenance. The Association is given the right, but not the obligation, to convey to the Kalamazoo County Road Commission streets, other than cul de sacs, subject to the affirmative vote of two-third (2/3) of the Owners and subject to the rights of any first mortgagee.

TITLE TO THE COMMON AREAS

Declarant covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Areas from time to time in accordance with the Plan. Until conveyed they will be maintained by Declarant at its own expense.

Section 5.

RIGHT TO DEDICATE STREETS

Declarant reserves the right to dedicate Common Areas designated as street right of ways to governmental authorities. This right does not apply to other Common Areas.

ARTICLE III

Membership in Hunter's Run Association; Voting Rights

Section 1.

MEMBERSHIP

All Owners shall be members of the Association with all privileges and obligations of membership. Enjoyment of Common Areas and facilities may be extended to others on such terms as may be provided in the Bylaws. Fees for that enjoyment shall not be less than fees paid by members for use of the facilities to which the privileges are extended.

Section 2.

LIBER 1272 PG 664

VOTING RIGHTS

Members of the Association shall be entitled to one vote for each Lot or Dwelling Unit owned by a member. If more than one person holds an interest in any Lot or Dwelling Unit, the vote shall, subject to the Association bylaws, be exercised as the Owners themselves determine, but in no event shall more than one vote be cast in respect to any Lot or Dwelling Unit.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The Declarant, for each Lot or Dwelling Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Dwelling Unit by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, assessments to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys fees shall, on the due date of the assessment, be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs and reasonable and actual attorneys' fees, shall also be the personal obligation of the person who is the owner of the property on the due date of the assessment. The personal obligation for delinquent assessments shall not pass to successor owners unless expressly assumed by them. A conveyance shall not relieve the Owner of liability.

Section 2.PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the properties, including, but not limited to the improvement and maintenance of the Common Areas, including streets, and the recreation facilities on them, the payment of taxes and assessments levied against property owned by the Association, and the expenses of the Association, and, in general, the carrying out the purposes set forth in or permitted by the Articles of Incorporation of the Association and this Declaration. The Association may provide for reasonable reserves for contingencies, replacements and improvements, provided the amount placed in reserve in any fiscal year shall not exceed 10% of the annual assessment, except upon compliance with Section 4 below. The Association may, but is not required to maintain the unpaved portions of land within street rights-of-way in their natural condition as stated in Article V, Section 3.

Section 3.BASIC AND MAXIMUM ANNUAL ASSESSMENT BY ASSOCIATION

The following shall be assessable:

- (a) Except as otherwise provided in this Section 3, the assessment shall be made against each Lot. A divided lot shall be assessed to the Owner of the larger portion unless, in an agreement acceptable to the Board, the parties may agree otherwise. A Lot shall not be assessable so long as the right to construct a dwelling unit on the Lot is precluded by deed restrictions enforceable by and acceptable to the Association.
- (b) In the case of multiple family dwelling units the assessment shall be made against each dwelling unit and, as to condominiums, its appurtenant share of the common elements.
- (c) The total annual assessment of the Association shall be levied equally against all of the assessable lots and Dwelling Units, as provided in (a) and (b) above, subject to the following:
 - (1) No Lot or Dwelling Unit shall be assessable until January 1, 1990.
 - (2) No Lot or Dwelling Unit shall be assessed in excess of 5% of the total annual assessment.

Section 4.

LIBER 1272 PG 666

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1990, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property relating to it, or the cost of establishing or adding to a reserve for it, provided, that any special assessment shall have the assent of 60% of the Owner-Occupants voting in person or by proxy at a meeting duly called for that purpose, each Owner-Occupant having one vote, and of 60% of all members voting in person or by proxy.

Section 5.

NOTICE AND QUORUM FOR SPECIAL ASSESSMENTS UNDER SECTION 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called the presence of members or of proxies entitled to cast (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.

UNIFORM RATE OF ASSESSMENT

Both annual and special assessments shall be fixed at a uniform rate for all assessable Lots or Dwelling Units, except as provided in Section 3 of this Article.

Section 7.ASSESSMENTS: DATE OF COMMENCEMENT AND DUE DATES

The annual assessments provided for shall commence January 1, 1990. The Board shall fix the total annual assessment for the following year and the amount of assessment against each Lot and Dwelling Unit on or before November 15 each year. Written notice of annual assessment shall be sent to every owner by December 1 each year. Where there is more than one Owner of a Property, only one notice, subject to reasonable regulation by the Board need be sent. The due date for payment shall be January 1 following or as established by the Board and shall be stated in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not all assessments imposed on Property described in the certificate have been paid and setting forth the amounts, if any, of interest charges and their due dates. Failure of the Board to comply with any procedural requirement shall not invalidate any assessment.

Section 8.EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 7% per annum or at such uniform rate as shall be established by the Board at the time of the fixing of the assessment. The Association may bring an action against a delinquent Owner or other person personally obligated to pay the assessment and may foreclose the lien established by the terms of this Declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, by abandonment of the owner's lot or dwelling unit, or by conveyance of the property.

Section 9.SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgagee. Sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien, except that the sale or transfer of any Lot or Dwelling Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments as to payments which became due before the sale or transfer. No sale or transfer shall relieve the Owner from personal liability for delinquent assessments or the Lot or Dwelling Unit from liability for any assessment becoming due or from the lien arising from the assessment.

ARTICLE VLand Planning and Building CommitteeSection 1.ARCHITECTURAL CONTROL

Declarant reserves to Watts Construction Company, Inc. and its nominees the rights of the Architectural Committee with regard to construction of residences and other Dwelling Units until these rights are relinquished by him. Except as to this reservation the Board or Architectural Committee ("Committee") established by the Board shall exercise the authority to carry out the obligations imposed on it by any covenants or restrictive agreements imposed on any Properties as to harmony with those provisions and as to harmony with the stated purposes of this Declaration. The Committee's authority as to a residence and other dwelling unit shall commence with the completion thereof pursuant to plans and specifications approved by the Company.

Section 2.RUBBISH

The Board is empowered to prescribe reasonable rules and regulations for garbage cans and other waste containers, their location and concealment, and for waste disposal, including prohibition of outdoor burning. The Board may, on approval by a majority vote of the members present in person or by proxy at a meeting called for that purpose, enter into contracts on an annual basis for trash and garbage service and may add that cost to the annual assessment or may cause it to be billed directly to the respective Owners. Such contracts may be renewed annually without approval of the members, but future authority may be revoked by similar action of the members.

Section 3.NATURAL GROWTH

The natural growth on any Property shall not be deemed a nuisance, but the Board may pass reasonable regulations for its control for the health, safety and welfare of the Owners and occupants of the Properties.

Section 4.NOISE

It being one of the purposes of this Declaration to foster an environment free of unnecessary annoyances, discomforts and health hazards of urban living, the Board is hereby given the power to make reasonable regulations for the control of noise.

Section 5.REMEDIES FOR VIOLATIONS: INVALIDATIONS

For a violation or breach of any of these reservations, covenants and restrictions, the Association and any owner or either of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of the Association or of any owner to enforce or the failure to enforce promptly any of the reservations, covenants or restrictions shall not bar other or subsequent enforcement. The invalidation of any one or more by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction but shall remain in full force and effect.

ARTICLE VIGeneral ProvisionsSection 1.ACTION BY ASSOCIATION

Except where otherwise provided in this Declaration, when action is required of or permitted by the Association it shall be deemed to refer to the action of the Board.

The Board may close the books of the Association against transfer of membership for a stated period not to exceed forty (40) days before a meeting.

Section 2.

LIBER 1272 PG 670

DURATION: AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land but may be amended by affirmative vote of 75% of all the outstanding votes held by the members of the Association and by affirmative vote of 75% of all the outstanding votes allowable for Owner-Occupied Dwelling Units. The certificate of an officer of the Association, attested by a member of the Board, and bearing the seal of the Association may be recorded as conclusive proof of the action taken.

Section 3.

ADDITIONAL PROPERTY

- (a) Residential property and Common Areas not now a part of HUNTER'S RUN Planned Unit Development may be added to the property by the Declarant from time to time within 15 years of the date of this Declaration, provided that it any such land is contiguous to HUNTER'S RUN, that Common Areas shall constitute at least 20% of such additional Property and that any addition shall be approved by the proper authorities of the Township of Comstock pursuant to the ordinances of the Township.

Executed at Kalamazoo, Michigan March 19, 1986

Witnesses as to Donald F. Watts
and Joyce I. Watts and as to Watts
Construction Company, Inc.

Donald F. Watts
DONALD F. WATTS

Donald A. O'Toole
Donald A. O'Toole

Joyce I. Watts
JOYCE I. WATTS

Joy Watts
Joy Watts

WATTS CONSTRUCTION COMPANY, INC.

By: Donald F. Watts
DONALD F. WATTS, President

By: Joyce I. Watts
JOYCE I. WATTS, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by DONALD F. WATTS and JOYCE I. WATTS.

Donald A. O'Toole
Notary Public, Kalamazoo County, Michigan
My commission expires: July 24, 1989

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by DONALD F. WATTS and JOYCE I. WATTS, the President and Secretary respectively of WATTS CONSTRUCTION COMPANY, INC. on behalf of the corporation.

Donald A. O'Toole
Notary Public, Kalamazoo County, Michigan
My commission expires: July 24, 1989

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Prepared by: Edward P. Thompson
FOX, THOMPSON, MORRIS, STOVER & O'CONNOR
610 Comerica Building
Kalamazoo MI 49007

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BY-LAWS

OF

HUNTER'S RUN ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is "HUNTER'S RUN ASSOCIATION", a corporation of the State of Michigan. The principal office of the corporation shall be located at 2975 Hunter's Hill, Kalamazoo, MI 49004 but meeting of members and directors may be held at places within the County of Kalamazoo designated by the Board of Directors.

ARTICLE II

Definitions

LIBER 1548 PGO149

Section 1.

"ASSOCIATION" means "HUNTER'S RUN ASSOCIATION", its successors and assigns.

Section 2.

"OWNER" means the record owner, whether one or more persons or entities, of a fee simple title to any residential lot or dwelling unit which is in the property, except that one holding an interest merely as security for the performance of an obligation shall not be deemed an owner and except that a contract purchaser in possession shall be deemed an owner.

James E. [Signature]
CLERK-REGISTER

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CLERK
JAMES E. [Signature]
KALAMAZOO COUNTY
REGISTERED FOR RECORD

Section 3.

"PROPERTIES" means real property described in Schedule A of the Declaration and other real property made subject to the provisions of these bylaws.

"PROPERTY" means a particular parcel within the properties.

Section 4.

"COMMON AREAS" means the real property owned by the Association for the common use and enjoyment of the owners. No area shown or indicated on any plan or plat of the property shall be considered as a common area unless and until it has been conveyed to the Association for the common use and enjoyment of the owners.

Section 5.

"DWELLING UNIT" means an improved space designed for and ready for occupancy by an individual or single family for independent dwelling purposes, whether located in a detached, row or multiple-family.

Section 6.

"OWNER OCCUPIED DWELLING UNIT" means a dwelling unit which is occupied by its owner for his residence even though it be rented by him during a temporary absence.

Section 7.

"LOT" means any numbered lot on a recorded plat and any unplatted parcel, but only after the unplatted parcel shall have been improved by a building containing a dwelling unit or dwelling units. Unplatted parcels shall be described in accordance with rules established by the Board of Directors.

Section 8.

"DECLARATION" means the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development recorded in Liber 1272 of Deeds, Page 658, Kalamazoo County Records.

Section 9.

"DEVELOPER" means Watts Construction Co., Inc., its successors and assigns.

ARTICLE III

Meetings of Members

LIBER 1548 PCO151

Section 1.

MEMBERS: All owners, except as otherwise provided in the Declaration, shall be members of the Association.

Section 2.

ANNUAL MEETINGS: The first annual meeting and each annual meeting thereafter shall be held within two weeks of November 15 on the date, at the time, and at the place designated by the Board of Directors.

Section 3.

SPECIAL MEETINGS: Special meetings of the members may be called at any time by the President or by two member officers, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 4.

NOTICE OF MEETINGS: Except as otherwise provided in the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen days before the meeting to each member. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a single address is given in the membership records for more than one member, a notice shall be proper if mailed to that address in an envelope addressed to all such members at that address.

Section 5.

QUORUM: A quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, shall consist of members entitled to cast 30 votes or 20% of the votes whichever is the lesser number. Regardless of a quorum, the members then present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a required quorum shall be present.

Section 6.

LIBER 1548 PC0152

PROXIES: At all meetings of members voting may be in person or by proxy. All proxies shall be in writing and shall be filed with the secretary. The directors may make reasonable regulations controlling proxies. Every proxy shall be revocable, shall not be valid for more than 11 months from its date of execution, and shall automatically cease when the giver of the proxy shall cease to be an owner or when the principal's membership privileges shall have been suspended.

ARTICLE IV

Board of Directors: Selection, Term of Office

Section 1.

NUMBER: The affairs of this Association shall be managed by a board of five (5) Directors, who need not be members of the Association.

Section 2.

TERM OF OFFICE: Initially, the Board of Directors shall be named by the developer, two directors for a term of two years and one director for a term of three years. Upon the sale by the developer of 75% of all lots in a subdivision all the lots in that subdivision shall be voted by their owners.

Section 3.

REMOVAL; VACANCY: Any Director may be removed from the Board, with or without cause, by a majority of the votes cast at a meeting called for that purpose. In the event of death, resignation or removal of a director, the director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor. Notwithstanding this paragraph the Developer shall have sole authority to remove and appoint directors until 75% of the lots in the first plat of Hunter's Run shall have been sold.

Section 4.

COMPENSATION: No Director shall receive compensation for any service rendered to the Association as Director. However, any Director may be reimbursed for actual expenses incurred in the performance of director's duties.

Section 5.

LIBER 1548 PG 0153

ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though at a meeting of the Directors and the action shall be entered in the minutes of the next meeting of the Directors.

Section 6.

CORPORATE ACTION: The action of the Association shall be determined, unless otherwise provided in the Declaration or these By-Laws, by a majority of the votes cast at a duly constituted meeting of Directors. The certificate of an officer of the Association, attested to by a member of the Board of Directors, and bearing the seal of the Association, shall be conclusive proof of action taken by the Board of Directors or by members of the Association.

ARTICLE V

Nomination and Election of Directors

Section 1.

NOMINATION: Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors before each annual meeting to serve from the close of that annual meeting until the close of the next annual meeting. The appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled. Nominations may be made from among members or non-members and may be made from the floor at the annual meeting.

Section 2.

ELECTION: Election to the Board of Directors shall be by secret written ballot at the annual meeting or at a special meeting called for that purpose. Balloting by writing may be waived by a majority of those voting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes for a vacancy shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

LIBER 1548 PC0154

Section 1.

REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held on such date and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday. The annual meeting of the Board shall be held immediately following the annual meeting of members.

Section 2.

SPECIAL MEETINGS, NOTICES: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, by mailing notice to each director not less than three (3) days before the meeting. Attendance of a Director at a meeting constitutes a waiver of notice except where the Director attends the meeting for the expressed purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.

QUORUM: Three directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4.

ACTION WITHOUT A MEETING: Any action which might be taken at a meeting of the Board may be taken without a meeting if before or after the action all Board members consent to it in writing. The written consents shall be filed immediately with the minutes of the proceedings of the Board. The consent shall have the same effect as a vote of the Board for all purposes.

ARTICLE VII

LIBER 1548 PC0155

Powers and Duties of the Board of Directors

Section 1.

POWERS: The Board of Directors shall have all powers, duties and authority vested in or delegated to this Association and not reserved to the Developer or to the membership by other provisions of these By-Laws, Articles of Incorporation, the Declaration or the Laws of the State of Michigan. Without limiting the generality of the foregoing, the Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Exercise powers given to the Board in the Declarations and in the Covenants and restrictions of the various within the planned unit development.
- (b) Suspend the voting rights and right to use of the common areas by a member after notice and opportunity for hearing, for a period not to exceed sixty (60) days for violation of the Declaration of General Covenants, Conditions and Restrictions, the Conditions, Covenants and Restrictions of the Plat of Hunter's Run, or any infraction of published rules and regulations, except that for a continuing infraction such rights may be suspended during the continuation of such infraction and except that rights to use of the streets within the properties may not be suspended.
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (d) Close the books of the corporation against transfer of membership for a stated period not to exceed forty (40) days prior to any meeting.
- (e) Appoint committees and give them such powers and duties as the Board may direct, except for the rights reserved to the Developer of Hunter's Run Planned Unit Development in the Declaration of General Covenants, Conditions and Restrictions recorded in Liber 1272, page 649, Kalamazoo County Records.

Section 2.

LIBER 1548 PGO156

DUTIES: It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in the Declaration, to fix, assess and collect the annual and special assessments.
- (d) Cause to be issued upon demand by any person, a certificate setting forth whether or not any assessment has been paid, making a reasonable charge therefor. A certificate acknowledging payment of an assessment shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the Common Area to be maintained in accordance with the stated purposes of the Declaration.

ARTICLE VIII

Officers and Their Duties

LIBER 1548 PC0157

Section 1.

ENUMERATION OF OFFICES: The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time provide for by resolution.

Section 2.

ELECTION OF OFFICERS: The election of officers shall take place at the annual meeting of the Board of Directors following each annual meeting of the members.

Section 3.

TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until the officer's successor shall be elected and shall qualify, unless the officer shall sooner resign or shall be removed, or otherwise be disqualified to serve.

Section 4.

RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.

LIBER 1548 PC0158

VACANCIES: A vacancy in any office shall be filled by appointment by the Board. The officer appointed to the vacancy shall serve until the qualification of a successor elected at the next annual meeting of members.

Section 6.

MULTIPLE OFFICES: The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 1 of this article.

Section 7.

DUTIES: The duties of the officers shall be as follows unless otherwise provided by the Board of Directors:

PRESIDENT

(a) The president shall be the chief executive officer and shall have the general control and management of the business affairs of the association between meetings of the Board of Directors. The president shall preside at all meetings of the Directors and members, shall sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes, unless otherwise ordered by the Board.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members have charge of the books and papers of the Corporation; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

LIBER 1548 PC0159

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall render such accounts and present such statements as the Directors may require; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and make a copy of each available to each member. The Board shall have the power to delegate any of the duties of the treasurer to other officers.

ARTICLE IX

Committees

Subject to the provisions in the Declaration of General Covenants, Conditions and Restrictions and Articles of Incorporation the Board of Directors shall appoint an architectural control committee and shall appoint the nominating committee and such other committees as it may deem appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Association, including the Declaration, the Articles of Incorporation, and the By-Laws of the Association, shall be at all times, during reasonable business hours, be subject to reasonable inspection by any member. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association may be purchased at reasonable cost.

ARTICLE XI

LIBER 1548 PCO 160

Assessments

- A. As more fully provided in the Declaration, each member shall pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may escape liability for the assessments provided for herein by non-use of the common area or abandonment or conveyance of his property.
- B. The sale or transfer of an unimproved portion of an unplatted parcel which has been subject to assessment shall create a new parcel for assessment purposes. It shall not be assessable until it is improved as provided in the Declaration. An assessment levied on the parcel from which it is subdivided shall not be applicable to the unimproved portion conveyed and the Board of Directors shall, upon request, give a certificate to such effect in recordable form. The Board of Directors may collect a reasonable fee for such certificate.

ARTICLE XII

Corporate Seal

The seal embossed at this point shall be the corporate seal of the Association:

ARTICLE XIII

Amendments

LIBER 1548 PC0161

Section 1.

Except as provided in this section, these By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of members present in person or by proxy, provided the substance of the proposed amendment is contained in the notice of the meeting. No amendment which affects the architectural review committee which is adopted during the period of time when the Developer has special rights in that committee shall be valid without the affirmative vote of the Developer.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of HUNTER'S RUN ASSOCIATION have hereunto set our hands this 31 day of DECEMBER, 1986.

Dennis H. Ax
Dennis H. Ax
Karen A. Wight
Karen A. Wight

Donald F. Watts
DONALD F. WATTS, PRESIDENT
Joyce I. Watts
JOYCE I. WATTS, SECRETARY-TREASURER

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STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

On 6th day of March, 1992, before me, a Notary Public in and for said County, personally appeared Donald F. Watts, President and Joyce I. Watts, Secretary-Treasurer.

DENNIS H. AX
Notary Public, Allegan County, MI

Dennis H. Ax

Drafted by:
Fox, Thompson, Attorney's
900 Compton Bldg.
Kalamazoo, MI
4/9/92