



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

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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

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.



MILLER JOHNSON SNELL MSDE-Kalamazoo

2000-011005

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03/31/2000 03:05P

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**

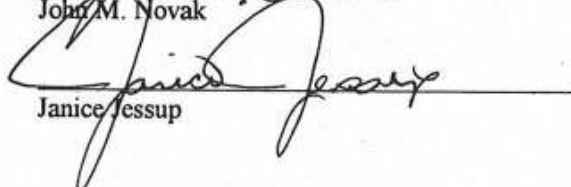
The Condominium premises may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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


WITNESSES:

JOYCE & DON, LLC



John M. Novak


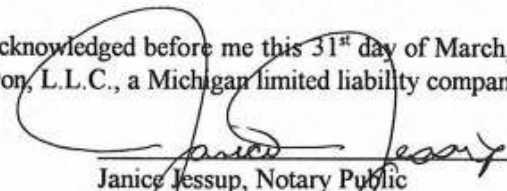
Janice Jessup

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

9

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 ½ 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

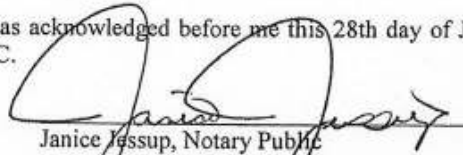
Joyce & Don, LLC

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

 2004-032161
Page: 4 of 9
06/28/2004 03:48P
MILLER JOHNSON SNELL AMND-Kalamazoo ROD



2006-011997
Page: 1 of 7
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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.

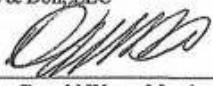


5. Section G of Article IV of the Master Deed is deleted in its entirety.
6. Section D of Article V of the Master Deed is deleted in its entirety.
7. Except as expressly amended herein, all of the terms and conditions of the Master Deed and Exhibits A and B thereto shall remain in full force and effect.

Dated: March 29, 2006

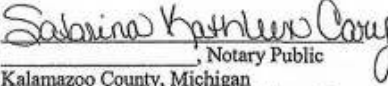
DEVELOPER

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

Map of the area around the proposed site. The map shows a grid of streets: 26th Street, 30th Street, E Main Street, E Michigan Ave, and E Madison Ave. Lots are numbered 1 through 18. A 'SITE' is marked on E Main Street between 26th and 30th Streets. A 'CRACK' is indicated on E Madison Ave.

LOCATION MAP AND SCALE

SHEET NO.

SHEET TITLE

SHEET INDEX

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

NOTE: THE ASTERISK (*) AS SHOWN ON THE SHEET INDEX INDICATES AMENDED SHEETS, WHICH ARE REVERSED DATED MARCH 30, 2006. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.

[illegible]

AS PROPOSED, MARCH 29, 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.

TITLE SHEET

1a Hunter's Creek

DCI Engineering, P.C.
10000 Old Columbia Rd., Suite 100
Newport News, VA 23606
Tel: 757/246-1100
Fax: 757/246-1101
www.dci-engineering.com

2006-011997
Page: 4 of 7
03/30/2006 10:43A





del **DELIVERED**
DEC 18 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

DELIVERED

DEC 20 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

④



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

Page: 2 of 8

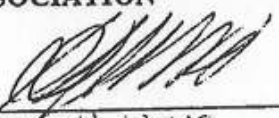
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This Third Amendment to Master Deed has been executed as of the day and year set forth above.

DEVELOPER
JOYCE & DON, LLC


Donald Watts, Member

HUNTER'S CREEK CONDOMINIUM
ASSOCIATION

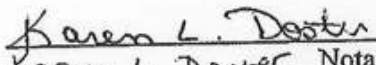
By: 
Donald Watts

Its: PREP

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.

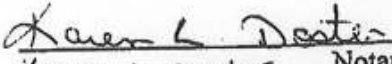
KAREN L. DOSTER
Notary Public, Allegan County, MI
Acting in Kalamazoo County, MI
My Commission Expires: May 27, 2008


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

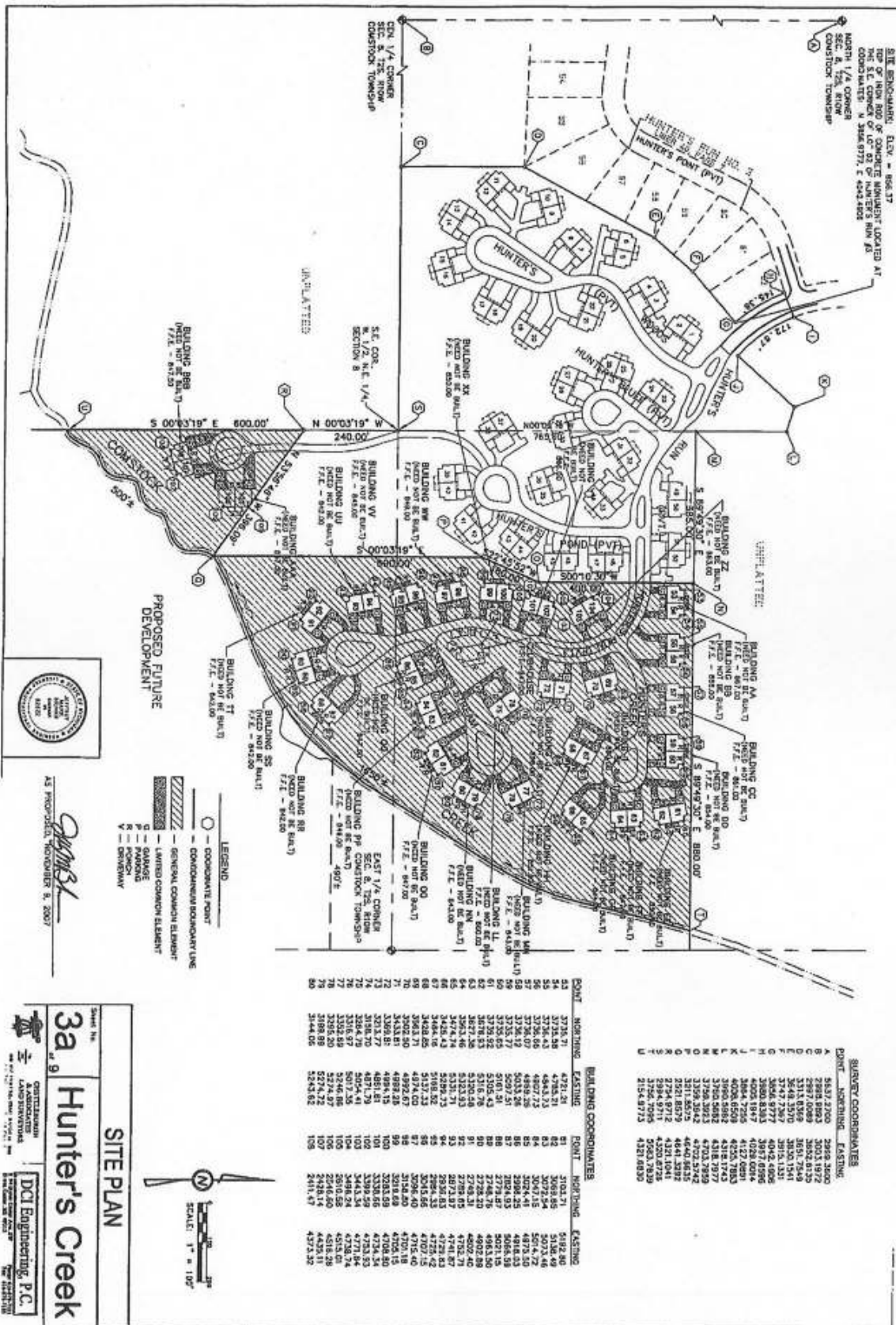
STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

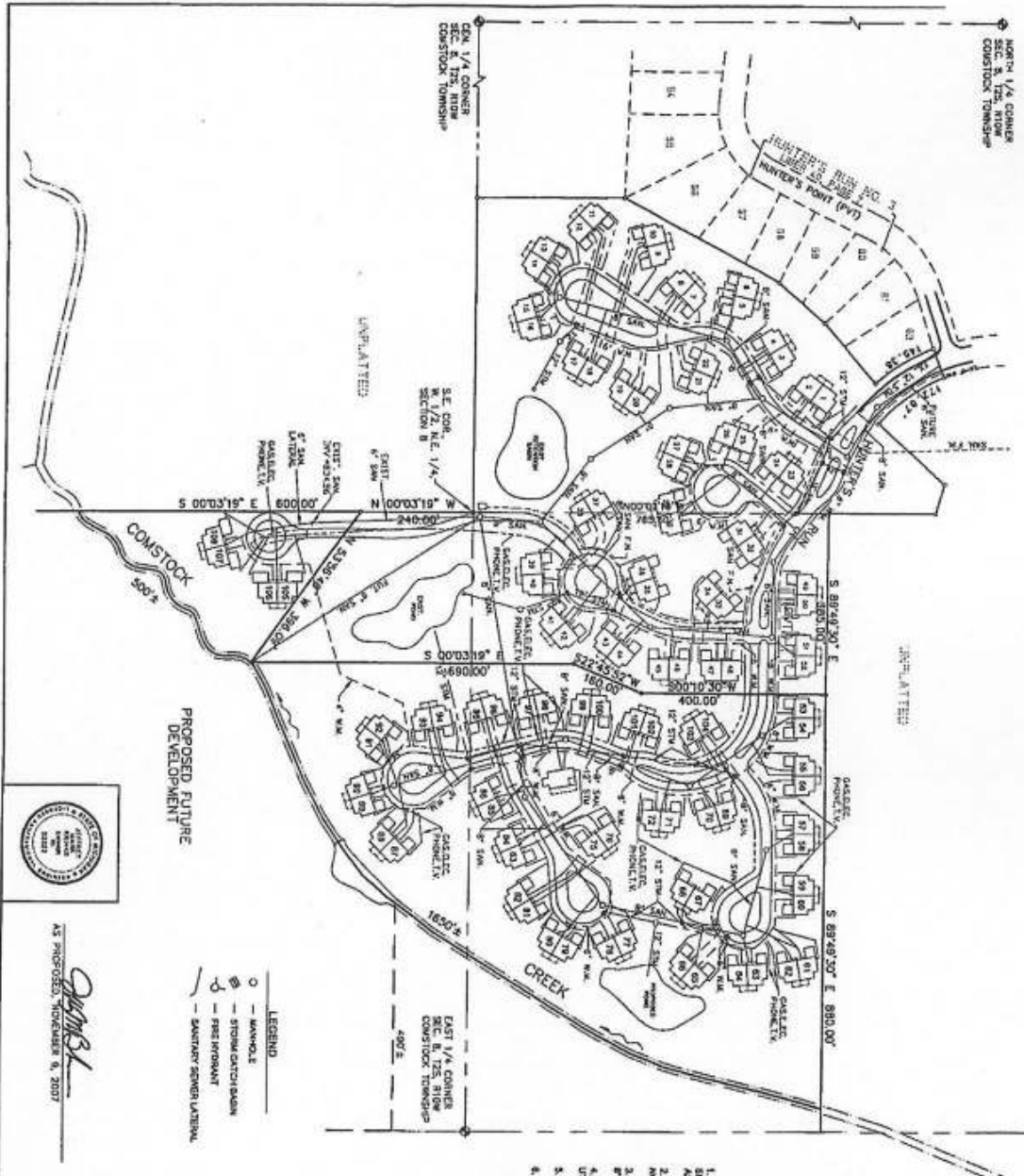
The forgoing instrument was acknowledged before me this 5th day of December, 2007, by Donald Watts, the President of Hunter's Creek Condominium Association on behalf of the Association.

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


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

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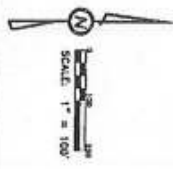
UTILITY PLAN

4a

Hunter's Creek

DCI Engineering, P.C.

12/20/2007



- GENERAL NOTES**
1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS AND SERVICE LINES SHOWN ARE BASED ON RECORDS AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.
 2. THE UTILITY INFORMATION SHOWN IS FOR AVAILABLE RECORDS 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 ARE SHOWN AS 12" MUST BE BUILT. ALL OTHER UTILITY SERVICES SHOWN MUST 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"
FIRE MAIN - 6"
WATER MAIN - 6"
GAS SERVICES - 1/2"

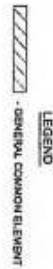
| LINE TYPE | UTILITY | SOURCE |
|-----------|------------------|--------------------------|
| --- | ELECTRIC CABLE | CONSUMERS ENERGY |
| --- | TELEPHONE CABLE | AMERITECH |
| --- | TELEVISION CABLE | CABLE VISION OF MICHIGAN |
| --- | GAS MAIN | CONSUMERS ENERGY |
| --- | WATER MAIN | CITY OF KALAMAZOO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



LEGEND

 • GENERAL COMMON ELEMENT

**CHETLANDER
& ASSOCIATES**
LAND SURVEYORS
200 Lexington Ave., 14th Floor, New York, NY 10017
(212) 691-1000



LEGEND

GENERAL NOTES:

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



**CITIZELAND, INC.
& ASSOCIATES
LAND SURVEYORS**

DCI Engineering, P.C.

82
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2010 JUN 11 PM 1:17
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.

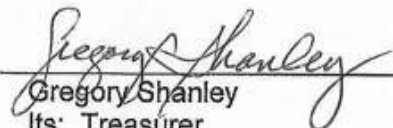


The Developer and the Association have duly executed this Fourth Amendment to Master Deed as of the date set forth in the opening paragraph.

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 3-28-10
*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

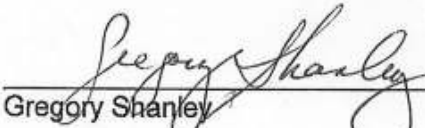
**EXHIBIT A TO FOURTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK**

AFFIDAVIT OF ADOPTION


STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)ss.

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.

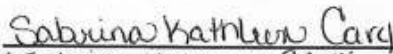


Gregory Shanley



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
Page: 6 of 8
06/11/2010 01:18P

**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




2010-018785
Page: 7 of 8
06/11/2010 01:18P

**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
Page: 8 of 8
06/11/2010 01:18P

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

Page: 15 of 47

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⑨ RECEIVED

2019 OCT 21 PM 2:47

COUNTY OF KALAMAZOO

2019-031496 10/21/2019 02:50:04 PM

Pages: 1 of 9

AMND

DONALD WATTS

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



FIFTH AMENDMENT TO MASTER DEED OF HUNTER'S CREEK

CERT # 243660

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Subdivision Plan No. 118

- (1) Fifth Amendment
- (2) Exhibit A to Fifth Amendment: Affidavit of Adoption
- (3) Exhibit B to Fifth Amendment: Amended Condominium Subdivision Plan Sheets
- (4) Exhibit C to Fifth 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
Kluczynski, Girtz & Vogelzang
5005 Cascade Road, SE, Suite A
Grand Rapids, MI 49546
(616) 559-8659

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

(Act 59, Public Acts of 1978)
as amended

This Fifth Amendment to Master Deed is made and executed this 10 day of OCT., 2019, by Joyce & Don, LLC, a Michigan limited liability company, whose address is 5071 Gull Road, Kalamazoo, MI 49048 (the "**Developer**") 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 the Master Deed 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, by a Third Amendment recorded at Instrument Number 2007-047432, and by a Fourth Amendment recorded at Instrument Number 2010-018785.
- C. Pursuant to the provisions contained in Section X A of the Master Deed, the Master Deed may be amended by the Developer without the consent of the Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.
- D. Section X A of the Master Deed specifically provides: "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."
- E. In this Fifth Amendment to Master Deed of Hunter's Creek (the "**Fifth Amendment**"), the Developer is changing the type of unsold Condominium Units currently designated as "Need Not Be Built" to "Must Be Built," as shown by the amended Condominium Subdivision sheets attached to this Fifth Amendment as Exhibit B.

- F. The Fifth Amendment's changing the unsold Condominium Units in the Project from "Need Not Be Built" to "Must Be Built" makes the Fourth Amendment unnecessary, so it will be superseded by the Fifth Amendment and will no longer be effective.

PROVISIONS

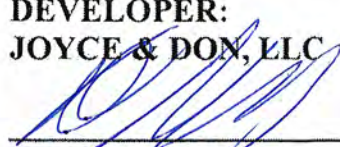
Joyce & Don, LLC, the Developer of Hunter's Creek, adopts and records this Fifth Amendment, containing the following provisions

1. **Amended Sheets, "Must Be Built" Units.** The Master Deed is amended to include, as part of the amended Master Deed, Condominium Subdivision plan sheets 1a, 3a, and 4a attached to this Fifth Amendment as Exhibit B to replace the prior sheets with same designations. The purpose of this Fifth Amendment is to change the type of all unsold Condominium Units previously designated as "Need Not Be Built" to "Must Be Built."
2. **Fourth Amendment No Longer Effective.** Given that the conversion of the unsold Condominium Units from "Need Not Be Built" to "Must Be Built" rendered the Fourth Amendment inapplicable, the Fourth Amendment is superseded and no longer effective.
3. **Continuing Effect.** The provisions of the Master Deed, as previously amended, which are not amended by this Fifth Amendment remain in effect.

The Developer has duly executed this Fifth Amendment to Master Deed as of the date set forth in the opening paragraph.

~ Signature to follow on next page ~

DEVELOPER:
JOYCE & DON, LLC



Donald Watts, Member

STATE OF MICHIGAN)
)ss
COUNTY OF KAL)

The foregoing instrument was acknowledged before me on this 10 day of October, 2019, by Don Watts, member of Joyce & Don, LLC, Michigan limited liability company, on behalf of the limited liability company.



* M. Volmace

Notary Public, State of Michigan, County of Kalamazoo

Acting in the County of Kalamazoo

My Commission Expires: 8-12-24

**Please print or type name beneath signature line*

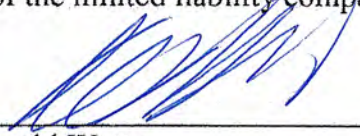
EXHIBIT A TO FIFTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK

AFFIDAVIT OF ADOPTION

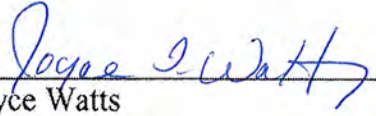
STATE OF MICHIGAN)
)ss
COUNTY OF KAL)

Donald Watts ("**Don**") and Joyce Watts ("**Joyce**") after being duly sworn, depose and say that:

1. Don and Joyce are the sole members of Joyce & Don, LLC, a Michigan limited liability company, and the Developer of Hunter's Creek.
2. Don and Joyce certify and affirm that at a meeting of Joyce & Don, LLC duly called and held OCT. 10, 2019, the proposed adoption of the Fifth Amendment to Master Deed of Hunter's Creek received the affirmative vote of both of the members of the limited liability company.




Donald Watts



Joyce Watts

Subscribed and sworn to before me this 10 day of Oct, 2019 by Donald Watts and Joyce Watts.

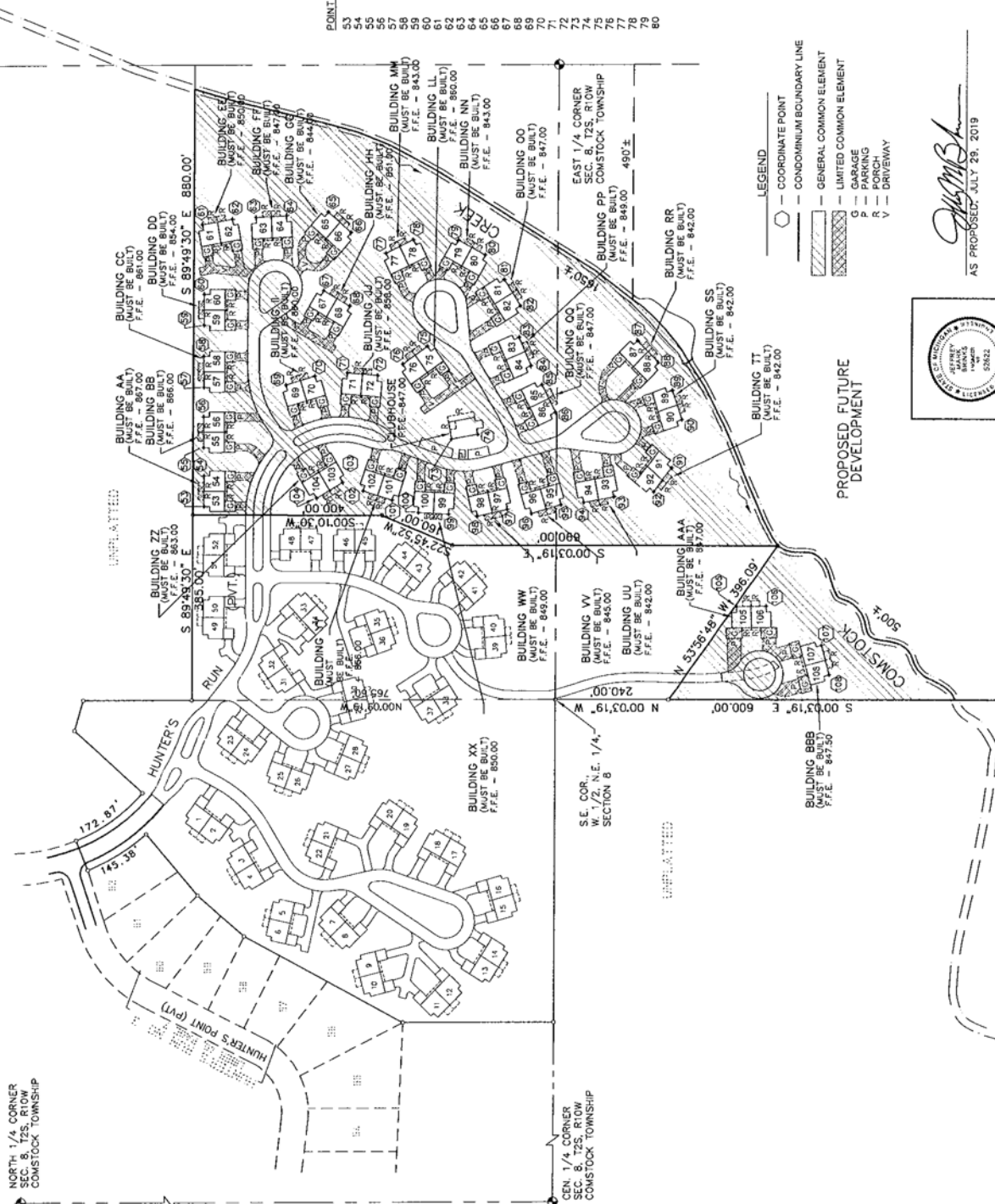


* A. Tolmaes
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8-12-24

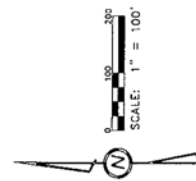
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10/01/2011 11:01 AM 10/01/2011 11:01 AM

NORTH 1/4 CORNER
SECTION 8, T23S, R10W
CONISTOCK TOWNSHIP



| BUILDING COORDINATES | | | POINT | | |
|----------------------|----------|---------|-------|----------|---------|
| | NORTHING | EASTING | | NORTHING | EASTING |
| 53 | 3735.71 | 4721.21 | 81 | 3703.71 | 5192.80 |
| 54 | 3735.59 | 4785.21 | 82 | 3695.85 | 5138.49 |
| 55 | 3736.43 | 4843.73 | 83 | 3672.54 | 5073.46 |
| 56 | 3736.66 | 4907.73 | 84 | 3647.15 | 5014.72 |
| 57 | 3736.07 | 4969.26 | 85 | 3624.41 | 4975.50 |
| 58 | 3735.77 | 5030.56 | 86 | 3601.65 | 4936.28 |
| 59 | 3735.71 | 5097.51 | 87 | 3578.89 | 4897.06 |
| 60 | 3735.65 | 5161.51 | 88 | 3556.13 | 4857.84 |
| 61 | 3739.92 | 5205.43 | 89 | 3533.37 | 4818.62 |
| 62 | 3676.83 | 5316.78 | 90 | 3510.61 | 4779.40 |
| 63 | 3627.38 | 5320.58 | 91 | 3487.85 | 4740.18 |
| 64 | 3582.94 | 5324.38 | 92 | 3465.09 | 4700.96 |
| 65 | 3543.43 | 5328.18 | 93 | 3442.33 | 4661.74 |
| 66 | 3494.16 | 5331.98 | 94 | 3419.57 | 4622.52 |
| 67 | 3454.65 | 5335.78 | 95 | 3396.81 | 4583.30 |
| 68 | 3415.14 | 5339.58 | 96 | 3374.05 | 4544.08 |
| 69 | 3375.63 | 5343.38 | 97 | 3351.29 | 4504.86 |
| 70 | 3336.12 | 5347.18 | 98 | 3328.53 | 4465.64 |
| 71 | 3296.61 | 5350.98 | 99 | 3305.77 | 4426.42 |
| 72 | 3257.10 | 5354.78 | 100 | 3283.01 | 4387.20 |
| 73 | 3217.59 | 5358.58 | 101 | 3260.25 | 4347.98 |
| 74 | 3178.08 | 5362.38 | 102 | 3237.49 | 4308.76 |
| 75 | 3138.57 | 5366.18 | 103 | 3214.73 | 4269.54 |
| 76 | 3099.06 | 5369.98 | 104 | 3191.97 | 4230.32 |
| 77 | 3059.55 | 5373.78 | 105 | 3169.21 | 4191.10 |
| 78 | 3020.04 | 5377.58 | 106 | 3146.45 | 4151.88 |
| 79 | 2980.53 | 5381.38 | 107 | 3123.69 | 4112.66 |
| 80 | 2941.02 | 5385.18 | 108 | 3100.93 | 4073.44 |



SITE PLAN

Sheet No.

3a of 9

Hunter's Creek

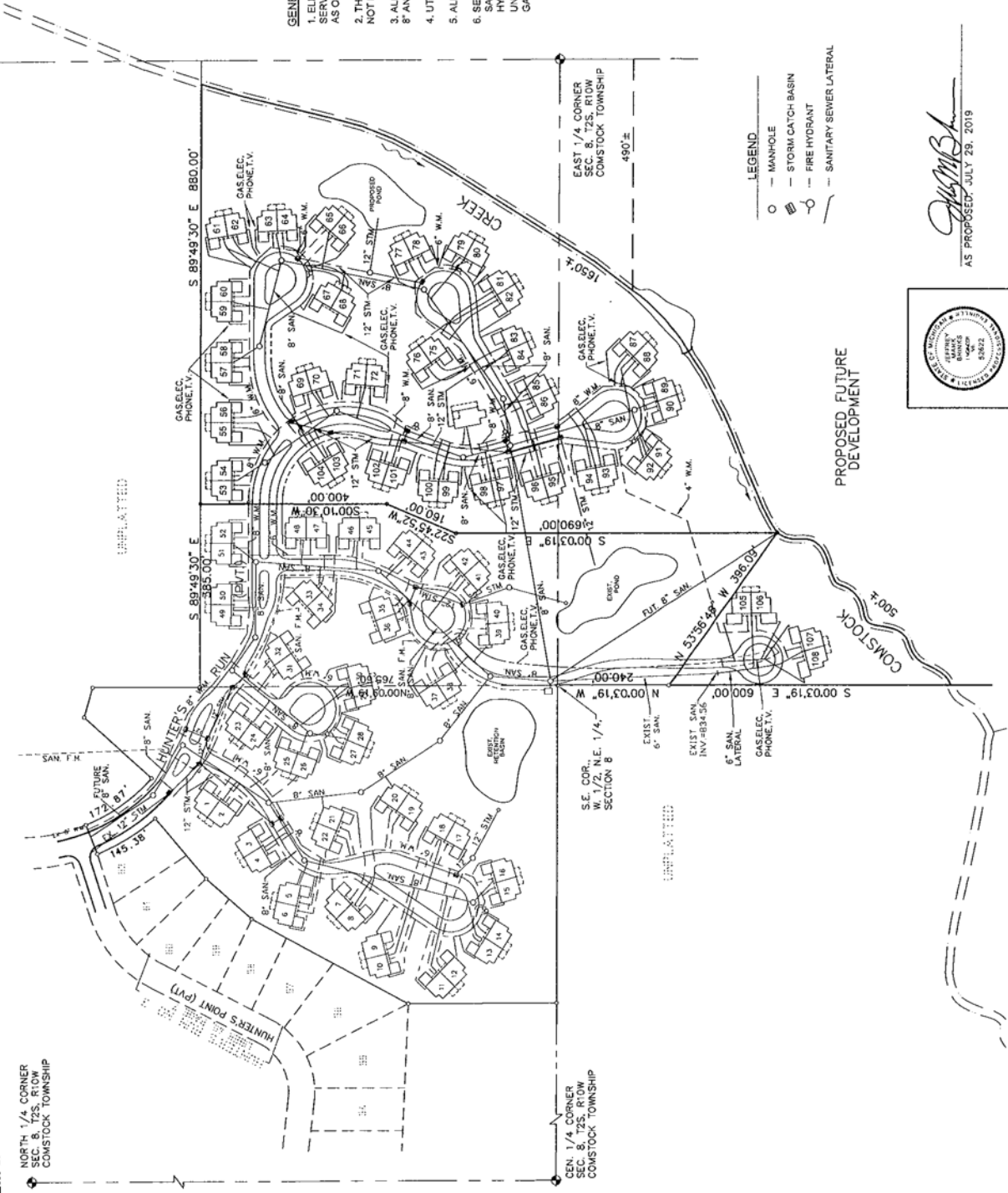
CHITTELL & ASSOCIATES
LAND SURVEYORS
1000 EAST LAMAR AVENUE
ANN ARBOR, MI 48106
PH: 734-769-1111
FAX: 734-769-1112
www.chittlell.com



AS PROPOSED: JULY 29, 2019

PROPOSED FUTURE
DEVELOPMENT

- LEGEND
- - COORDINATE POINT
 - - CONDOMINIUM BOUNDARY LINE
 - - GENERAL COMMON ELEMENT
 - - LIMITED COMMON ELEMENT
 - G - GARAGE
 - P - PARKING
 - R - ROAD
 - V - DRIVEWAY

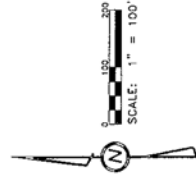


LEGEND

| LINETYPE | UTILITY | SOURCE |
|----------|------------------|--------------------------|
| --- | ELECTRIC CABLE | CONSUMERS ENERGY |
| --- | TELEPHONE CABLE | AMERITECH |
| --- | TELEVISION CABLE | CABLE VISION OF MICHIGAN |
| --- | GAS MAIN | CONSUMERS ENERGY |
| --- | WATER MAIN | CITY OF KALAMAZOO |
| --- | SANITARY SEWER | CITY OF KALAMAZOO |
| --- | STORM SEWER | DCI ENGINEERING |

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS AND SERVICE LINES ALL SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.
2. THE UTILITY INFORMATION SHOWN IS PER AVAILABLE RECORDS AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
3. ALL 12" STORM SEWER PIPES, 8" SANITARY SEWER PIPES, 6" FORCEMAINS AND 8" AND 6" WATERMAINS "MUST BE BUILT".
4. UTILITIES SHOWN SERVICING ALL BUILDINGS "MUST BE BUILT".
5. ALL GAS MAINS ARE 2" UNLESS OTHERWISE SHOWN.
6. SERVICE PIPE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
 SANITARY SEWER LATERAL - 6"
 HYDRANT LEADS - 8"
 UNIT WATER SERVICES - 3/4"
 GAS SERVICES - 1/2"



LEGEND

| | |
|-----|------------------------|
| ○ | MANHOLE |
| ⊗ | STORM CATCH BASIN |
| ⊙ | FIRE HYDRANT |
| --- | SANITARY SEWER LATERAL |

PROPOSED FUTURE DEVELOPMENT

Sheet No.
4a of 9

UTILITY PLAN
Hunter's Creek

VENTURE
 CIVIL ENGINEERING
 11277 14TH AVE. S.E.
 ALBUQUERQUE, NM 87123
 (505) 262-1100
 www.ventureinc.com

AS PROPOSED: JULY 29, 2019