MLC:mtd
03/30/98

PURCHASER INFORMATION BOOKLET

FOR

COMSTOCK COMMERCE PARK

A Condominium Project

in the

Township of Comstock, Kalamazoo County

Developed by:
CCP Development Company, L.L.C.
2975 Hunters Hill
Kalamazoo, MI 49004

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COMSTOCK COMMERCE PARK

Township of Comstock, Kalamazoo County, Michigan

Developer: CCP Development Company, L.L.C.
2975 Hunters Hill
Kalamazoo, MI 49004

Comstock Commerce Park is a 23-unit industrial site condominium subdivision located in Comstock Township, Kalamazoo County, Michigan. The project may be expanded to include up to 50 units when completed.

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.

Effective March 30, 1998

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DISCLOSURE STATEMENT

COMSTOCK COMMERCE PARK

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.

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 owner receives a deed to his individual unit (lot). Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which service the project, if any. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section VI of this Disclosure Statement.

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 owners. General common elements are all common elements other than limited common elements.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most 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 Purchaser Information Booklet for Comstock Commerce Park, 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 his own lawyer or other professional advisor.

III. Description of the Condominium Project.

A. General. Comstock Commerce Park is a commercial site condominium subdivision consisting of 23 units in the initial phase, with the ability to be expanded in subsequent phases up to a maximum of 50 units. Each unit consists of a lot of sufficient size to be developed in accordance with the zoning ordinance for Comstock Township. Access to the project is gained by way of Highway M-96 (East Michigan Avenue), a state public highway, and by means of a private interior access road.

B. Reserved Rights of Developer. The Developer has reserved easements and rights of use of the roads, driveways and any walkways in the project for the purpose of ingress and egress to and from the condominium property until the Developer has sold all condominium units in the project.

C. Utilities and Roads. Comstock Commerce Park will be served by public gas, electricity, telephone, water and sanitary sewer service. Each of these services will be separately metered or charged to any improvements constructed on each unit, and the services will be furnished by local public utilities. Each purchaser of a unit will be responsible for extending these utility services into the unit to serve any improvements constructed thereon.

The roads adjacent to the project are public in nature. The roads within the project are private, although the Developer has the right to dedicate the roads within the project to the public, in the Developer's sole discretion. **Private road surfaces and any storm water disposal system located within the project will be required to be maintained by the Condominium Association. The road surfaces will be bituminous asphalt, and the Developer makes no warranty or representation as to the wearability and servicability of the road surfaces. It is likely that the road surfaces will require periodic servicing and future repaving, all of which will be the responsibility of the Condominum Association. Snowplowing from the roads located within the project will also be the responsibility of the Condominium Association, or individual unit co-owners.**

D. Recreational Facilities. There are no recreational facilities contemplated for the project.

E. Easements Affecting Project. The project is affected by certain public and private utility easements as are set forth on Exhibit "B" of the Master Deed or in the title insurance commitment to be furnished to each co-owner prior to the closing of individual unit sales. Certain units of the project are also subject to easements for storm water lines and storm water retention.

IV. Legal Documentation.

A. General. Comstock Commerce Park was established as a condominium project pursuant to the Master Deed for the project recorded in the Kalamazoo County records and contained in Comstock Commerce Park Condominium Purchaser Information Booklet. The Master Deed includes the Condominium By-Laws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B".

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the project, the percentage of value assigned to each unit in the project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VIII of the Master Deed covers easements and Article V reserves in favor of the Developer the right to amend the condominium documents to modify the number, size and/or location of unsold condominium units, from time to time. Article VI of the Master Deed reserves to the Developer the right to expand the condominium to include up to 50 units, and Article VII reserves to the Developer the right to contract the project. Article X of the Master Deed reserves in favor of the Developer the right to amend the condominium documents to make immaterial changes therein, to provide for the correction of errors and to comply with the requirements of certain lending institutions.

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

V. The Developer and Affiliates

A. Developer's Background and Experience. The Developer is a limited liability company recently formed in the State of Michigan. The members of the Developer are Balkema Excavating, Inc., a Michigan corporation ("BEI") and JMG, L.L.C., a Michigan limited liability company ("JMG"). The principals of BEI have been involved in the underground construction/contracting business for many years. JMG and its principals have been involved in residential development and construction for many years. The primary responsibility for this project will be borne by Jeff Balkema, an officer of BEI, and Donald F. Watts, President of JMG.

B. Affiliates. Balkema Excavating, Inc. is the general contractor for undertaking the infrastructure improvements required for this Project. Other principals of the Developer may perform other roles with respect to the completion and marketing of this Project.

C. Legal Proceedings Involving the Condominium Project, the Developer or Affiliates. The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium project, the Developer or any of Developer's affiliates.

VI. Operation and Management of the Condominium Project.

A. The Condominium Association. The ultimate responsibility for the management and maintenance of the condominium project is vested in Comstock Commerce Park Condominium Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation and By-Laws of the Association are contained in the Purchaser Information Booklet and govern the procedural operations of the Association. The Condominium By-Laws provide for the establishment of an Advisory Committee of three (3) non-developer co-owners within one hundred twenty (120) days after conveyance to non-developer co-owners of one-third (1/3) of the units planned for the project, or within one (1) year after the initial conveyance of legal or equitable title to a non-developer co-owner of a unit in the project, whichever first occurs. The Advisory Committee is initially appointed by the Developer, although the By-Laws provide that under certain circumstances the members of the Advisory Committee may be elected by the non-developer co-owners. The purpose of the Advisory Committee is to facilitate communications between the Developer and the non-developer co-owners. The Condominium By-Laws also provide that the non-developer co-owners shall be entitled to elect members of the Board of Directors of the Condominium Association in increasing numbers as condominium units are sold. Section 1.8 of the Condominium By-Laws sets forth these rights.

B. Percentages of Value. The percentages of value for the individual units in Comstock Commerce Park are equal. The percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special assessments and of the proceeds of administration of the project.

C. Project Finances.

1. Budget. Article II of the Condominium By-Laws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget for the project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and may include a reserve for replacement of certain components of the project in the future. Inasmuch as the budget must necessarily be prepared prior to the commencement of operation of the project, it reflects the estimates of expenses made by the Developer based in part on bids and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operation 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.

2. Assessments. Except as set forth below with respect to the Developer, each co-owner of a unit in the project must contribute to the Association in proportion to the percentage of value assigned to the unit(s) owned by him to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 3 of the Condominium By-Laws.

3. Possible Additional Liability. Pursuant to Section 101 of the Condominium Act, each purchaser is advised of the following possible liability of each co-owner under Section 58 of the Condominium Act:

> If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing the mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contracts. The Condominium By-Laws do not require that the Association employ a professional management agent to manage the affairs of the condominium. The hiring of such an agent is within the discretion of the Association.

E. Insurance.

1. Title Insurance. The Purchase Agreements provide that the Developer shall furnish each purchaser with a commitment for an owner's title insurance policy issued by Title, Bond and Mortgage Company, 125 Exchange Place, Kalamazoo, Michigan 49007 or another qualified title insurance company, at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Preliminary Reservation or Purchase Agreements.

2. Other Insurance. The condominium documents require that the Association carry liability and workers' compensation coverage, if applicable. The Board of Directors is responsible for obtaining such insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessments. The Association should periodically review all insurance coverage to be assured of its continued adequacy.

In the event of loss or injury, each owner should refer to Articles IV and V of the Condominium Bylaws.

Each unit owner is responsible for obtaining fire, casualty and extended coverage insurance with respect to any buildings or other improvements constructed on a unit, as well as liability insurance for injury or damage occurring in or on his unit, or the limited common elements appurtenant thereto.

F. Restrictions on Development and Use. Article VI of the Condominium By-Laws contains restrictions on the use of the condominium units. Each purchaser should examine the restrictions to be sure that they do not infringe upon the purchaser's intended use of a unit. Following is a list of some of the restrictions:

1. Units are to be used only for industrial and manufacturing purposes as shall permitted by the zoning ordinance of the Township of Comstock.

2. Construction of improvements, including buildings, parking areas, landscaping, etc., are subject to prior review and approval of the Review Committee established in the condominium bylaws.

3. The restrictions contained in the condominium bylaws also contain approval criteria relating to exterior appearance of buildings, fences, lighting and signs.

4. No activities can be undertaken on any unit that might be an annoyance or nuisance to occupants of adjoining units or other nearby properties.

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 Preliminary Reservation or Purchase Agreements and the accompanying Escrow Agreement. Each of these documents should be closely examined by all purchasers in order to ascertain the disposition of earnest money deposits advanced by the purchaser at the time of closing, anticipated closing adjustments, and the obligations of both parties with respect to modifications to the standard unit and extra installations.

B. At Closing.

1. General. Each cash purchaser will receive, by warranty deed, fee simple title to his unit, subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

2. Escrow Funds. Section 103(a) of the Condominium Act (M.C.L.A. 559.203(a)) requires that sums held in escrow pursuant to a Preliminary Reservation or Purchase Agreement and accompanying Escrow Agreement are to be released by the Escrow Agent to the Developer only upon all of the following:

a. Substantial completion of certain improvements by the Developer, as set forth in a Preliminary Reservation or Purchase Agreement.

b. Conveyance of legal or equitable title to the Unit to the purchaser.

c. Confirmation by the Escrow Agent that the items labelled in the condominium documents as "must be built" are substantially complete, or that sufficient funds to finance substantial completion of those items are retained in the escrow account, or satisfactory substitute arrangements to insure that completion is made in accordance with the statute. Substitute arrangements might include the furnishing by the Developer of an irrevocable letter of credit, lending commitment, indemnification agreement, bond or other similar collateral. The Developer contemplates that the improvements labelled in the condominium documents as "must be built", with the exception of individual condominium units, will be substantially completed prior to the closing of the sale of any condominium unit. If such improvements are not substantially completed, the Developer contemplates the use of an irrevocable commercial letter of credit or other similar collateral to secure the completion of the same in accordance with Section 103(a) of the Condominium Act.

C. After Closing. Subsequent to the purchase of the unit, the relationship between the Developer and the co-owner are governed by the Master Deed, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

VIII. Budget and Assessment.

The Condominium Bylaws require that the Board of Directors adopt an annual budget for the operation of the project. The current budget was formulated by the Developer to provide for the normal and reasonably predictable expenses of administration of the project, including an operating reserve. A copy of this budget is attached to this Statement as Exhibit "A".

Because the budget must necessarily be prepared in advance, it reflects estimates of expenses. These estimates may prove to be inaccurate during actual operations on account of such factors as increases in the cost of goods and services, the need for repair or replacement of common elements, property improvements, and additions to the size of the condominium. If such cost increases should occur, the budget will need to be revised accordingly.

The developer is responsible for actual costs incurred by the Association which are directly related to units being developed by the developer, and in addition the developer must pay a pro-rata share of certain administrative costs such as maintenance of access roads and liability insurance premiums which are not related to construction but which indirectly benefit the developer-owned units.

The Association's only other source of revenue to fund the budget is by assessment of its members who own units. Each Co-owner must therefore pay an annual assessment which is determined by dividing the projected budget expenses by the number of completed units in the project. This annual assessment may be paid in semi-annual or other installments as determined by the Association. Thus, on the basis of the budget attached as Exhibit A, the average assessment for the 23 units expected to be built in the first year of operation of the project will be in the approximate amount of $200.00 per year.

To provide working capital, each Purchaser must pay to the Association at closing on the purchase of his unit both the prorata share of the current monthly assessment for the unit and an additional sum equal to two month's assessments for the Association reserves. The reserve deposit is not refundable and will not apply as a credit against any future monthly installment or annual assessment. The Board of Directors may also levy special assessments to cover expenses which were not anticipated in the budget, as permitted by Article V, Section 2 of the Condominium Bylaws.

IX. Purpose of Purchaser Information Booklet.

The Developer has prepared this Purchaser Information Booklet in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. 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 immaterial defect, omission or misstatement in this Booklet. The terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce has published 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 summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, 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 this Disclosure Statement and the rules of the Michigan Department of Commerce.

300\ccp\purchaser information booklet

EXHIBIT "A"

COMSTOCK COMMERCE PARK CONDOMINIUM ASSOCIATION
ESTIMATED BUDGET

(Proposed) First Year of Operation

EXPENSES:

Administration/Management	$100.00
Office	$250.00
Auditing	$250.00
Legal	$200.00
Grounds Maintenance	$1,000.00
Property and Liability Insurance	$400.00
Snowplowing	$1,800.00
Operating Reserve	$600.00
TOTAL	$4,600.00

Cost per Unit: $4,600.00 ÷ 23 = $200.00 per year or

$100.00 each six (6) months

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MASTER DEED

COMSTOCK COMMERCE PARK

This Master Deed is made and executed on this 22nd day of January, 1998, by CCP DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer" of 2975 Hunters Hill, Kalamazoo, Michigan 49004, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereto) 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 Comstock Commerce Park as a Condominium Project under the Act and does declare that Comstock Commerce Park (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as amended, and subject 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, legal representatives and assigns, and any persons acquiring or owning any interest in the real property, and their grantees, successors, legal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I.

TITLE AND NATURE

The Condominium Project shall be known as Comstock Commerce Park, Kalamazoo County Condominium Subdivision Plan No. 96. The engineering and architectural plans and specifications for the Project are filed with the Township of Comstock, Kalamazoo County. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The Condominium Project contains individual Units which may be used for purposes permitted by this Master Deed and by the applicable zoning ordinance, and each Unit is capable of individual utilization on account of having its own access to a common element of the Condominium Project. Each Co-owner of a Unit in the Condominium Project shall have an exclusive property right to his Unit and an undivided and inseparable right with other Co-owners in the common elements of the Condominium Project as are hereinafter set forth.

ARTICLE II.

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Comstock, Kalamazoo County, Michigan, and is described as follows:

> That part of the North 3/4 of the Northeast 1/4 of Section 22, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the Northeast corner of said Section 22; thence South 00°17'33" East along the East line of said Section 594.30 feet to the point of beginning of this description; thence South 00°17'33" East along said East line 1386.00 feet to the South line of said North 3/4; thence South 89°33'26" West along said South line 2653.76 feet to the North and South 1/4 line of said Section 22 and the East line of "Rosemont Park", as recorded in Liber 11 of Plats on Page 7; thence North 00°01'13" East along said lines 1320.22 feet to a point that is South 00°01'13" West 660.00 feet from the North 1/4 corner of said Section 22; thence North 89°33'15" East parallel with the North line of said Section 132.00 feet; thence North 00°01'13" East 335.00 feet; thence North 89°33'15" East 55.00 feet; thence North 00°01'13" East 325.00 feet to said North line; thence North 89°33'15" East along said North line 808.00 feet; thence South 00°01'13" West 594.23 feet; thence North 89°33'26" East 1651.20 feet to the point of beginning, subject to any portion taken, used or deeded for highway purposes.

JW
JLd

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 instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate By-Laws and Rules and Regulations of Comstock

Commerce Park Condominium Association, a non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Comstock Commerce Park, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

B. "Association" shall mean the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted by 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.

C. "Association By-Laws" means the corporate By-Laws of Comstock Commerce Park Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

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

E. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 54 of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Comstock Commerce Park, as described above.

H. "Condominium Project", "Condominium" or "Project" means Comstock Commerce Park, a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

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

L. "Developer" shall mean the limited liability company listed above, that has executed this Master Deed, and its successors, legal representatives and assigns.

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

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 Project described on Exhibit B and the respective responsibilities for maintenance, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land described in Article II hereof, including roads, driveways and any other improvements not designated as limited common elements, but excluding areas designated as Units.

2. The electrical, telecommunications, and other electronic networks throughout the Project up to, but not including any portion located within the perimeter boundary of a Unit, which is intended for the exclusive use of the Co-owner of such Unit.

3. The gas line network throughout the Project, if any, up to, but not including any portion located within the perimeter boundary of a Unit, which is intended for the exclusive use of the Co-owner of such Unit.

4. The sanitary sewer system throughout the project, but not including any portion located within the perimeter boundary of a Unit, which is intended for the exclusive use of the Co-owner of such Unit.

5. The portions of the storm drainage and water retention contained in throughout the project, as shown on Exhibit "B" hereto.

6. Such other elements of the Project not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are, to the extent any of the following are located outside of the boundaries of a Unit, listed as follows:

C. 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 all General Common Elements shall be borne by the Association, except for costs necessitated by the intentional acts or negligence of a Co-owner, or his guests, invitees or assignees, which shall be borne by such Co-owner, and also except as they may be maintained, repaired or replaced by a governmental body or public utility, and also except as may be provided in any other instrument.

2. The costs of maintenance, repair, and replacement of all Limited Common Elements as described above, if any, shall be borne by the Co-owners of the Units entitled to the exclusive use of such Limited Common Elements.

3. If any Unit Owner shall elect to construct or install, with the prior approval of the Association, any improvements to his Unit or to the Common Elements appurtenant to his Unit which increase the cost of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

D. Some or all of the utility lines, systems (including mains and service leads) and equipment, including telecommunications systems, if and when constructed, may be owned by local public authorities or companies furnishing such service. Such utility lines, systems and equipment shall be General Common Elements only to the extent of the interest of the Association and the Co-owners therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

E. Some of the Units are made subject to easements for storm sewer and sanitary sewer underground lines, as shown on Exhibit "B" hereto. The responsibility for maintenance and repair of such lines shall be borne by the Co-owners of the Units over which the easements for such lines are located. In the case where the easements for such lines are located on two adjacent Units, the Co-owners of such Units bear equally the cost of maintenance and repairs. Should such Co-owners fail to adequately maintain and repair lines as required herein, the Association may undertake such maintenance and repair and assess the cost of the same against the Unit or Units covered by such easements.

ARTICLE V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Comstock Commerce Park as surveyed by Chettleburgh & Associates Land Surveyors, 5858 Hall Street, S.E., Grand Rapids, Michigan 49546, attached hereto as Exhibit "B". Each Unit shall consist of the area located within unit boundaries as shown on Exhibit "B" hereto, together with appurtenances thereto, if any.

B. The percentages of value assigned to each Unit are set forth in paragraph C below. The percentage of value assigned to each Unit shall be determinative of each Co-owner's interest in the Common Elements, the proportionate share of each respective Co-owner in the proceedings and expenses of administration and the value of each Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100. Except as otherwise set forth in this Master Deed, the percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly consented to and recorded.

C. Set forth below are all Unit numbers as they appear on the Condominium Subdivision Plan and the percentage of value assigned to each Unit. The percentages of value for the Project are equal because the Unit sizes and proposed uses of all of the Units are substantially the same.

Unit No.	% of Value	Unit No.	% of Value
1	4.35	13	4.35
2	4.35	14	4.35
3	4.35	15	4.35
4	4.35	16	4.35
5	4.35	17	4.35
6	4.35	18	4.35
7	4.35	19	4.34
8	4.35	20	4.34
9	4.35	21	4.34
10	4.35	22	4.34
11	4.35	23	4.34
12	4.35		

D. The number, size, and/or location of Units or of any limited Common Element appurtenant to a Unit as described in Exhibit "B" hereof may be modified from time to time by Developer or its successors in its sole discretion. Accordingly, in accordance with section 90 of the Act, Developer reserves the right to modify the number, size and/or location of unsold Condominium Units and its appurtenant Limited Common Elements from time to time. The precise nature and extent of such modifications shall be determined by the Developer in its sole judgment and discretion. Developer reserves the right to describe each such modified Unit and the Limited Common Elements appurtenant thereto by subsequent amendment or amendments to this Master Deed, which shall be effected solely by Developer without the necessity of a consent from, or execution of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all the Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modification based upon the original method of determination of percentages of value for the Project. No Units so modified shall be conveyed until an amendment effecting such modifications is recorded with the Register of Deeds for Kalamazoo County, Michigan. All of the Co-owners and mortgagees of Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as may be necessary to effectuate the foregoing, so long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees or other interested parties. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed.

ARTICLE VI.

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this initial Master Deed may be extended beyond the first stage described herein to contain in its entirety no more than fifty (50) Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

PARCEL "A"

The West 132 feet of the North 660 feet of the Northeast 1/4 of Section 22, and the East 55 feet of the West 187 feet of the North 325 feet of the Northeast 1/4 of said Section 22, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, subject to any portion taken, used or deeded for highway purposes.

PARCEL "B"

> The North 3/4 of the West 1/2 of the Northwest 1/4 of Section 23, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, subject to any portion taken, used or deeded for highway purposes

(hereinafter referred to as "Future Development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors, legal representatives or assigns, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition of Units within any portion or all of the future development. The size and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole judgment, although the total number of Units shall not exceed fifty (50). Such increases 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, legal representatives or assigns and in which the percentages of value set forth in Article V hereof shall be proportionally adjusted 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 made within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment. In addition, 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 Development. All of the Co-owners and mortgages 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. All such interested persons irrevocably appoint Developer and its assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer (or its assigns) may, in its discretion, establish all or a portion of such Future Development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area for Future Development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII.

CONTRACTION OF CONDOMINIUM

The Condominium Project established pursuant to this Master Deed is contemplated to contain no more than fifty (50) units. The Developer reserves the right, however, to establish a Condominium Project consisting of fewer units than described above. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of units in this Condominium Project may, at the option of the Developer or its successors, legal representatives or assigns, from time to time with a period ending no later than six years from the date of recording of this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than the number of units sold or conveyed by Developer to others. The contractible area is described in Articles II and VI of this Master Deed, and hereinafter referred to as the "Contractible Area". In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the Contractible Area as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so reduced, including service of such units with necessary utilities. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects), or any other form of development. Such contraction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to the 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 proportionally readjusted in order to preserve a total value of 100% for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of the Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the units in the Condominium Project as so reduced. All of the owners and mortgagees of units and other persons interested or to become interested in this project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of the Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto.

ARTICLE VIII.

EASEMENTS

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to survey errors, or by reason of construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. Each Co-owner shall allow the Developer and public utilities to have access to the Common Elements and the Units, as may be necessary for the installation, service or maintenance of utility services such as sewer, drainage, communications, water, electricity and gas. There shall exist such other easements as may be necessary for continued use and enjoyment of the Condominium Project.

The Association, acting through its lawfully constituted board of directors (including any board of directors acting prior to the transitional control date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as Developer continues to own any Unit in the Project.

Until the initial sale of all Condominium Units in the Project has been completed, the Developer reserves for the benefit of itself, its successors, legal representatives and assigns, easements for the unrestricted use of all roads, driveways and easements in the Condominium for the purpose of ingress and egress to and from any and all portion of the land described in Article II or Article VI and for the purpose of constructing and installing roads and utility services. So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

The Developer further reserves the right at any time prior to the initial sale of the last Condominium Unit to dedicate to the public a right-of-way of such width as may be required by the local public authority over any part of the Project not included in a Unit already sold by the Developer. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by an amendment to this Master Deed, Exhibit "B" (and/or the execution and recording of any other appropriate document). 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 such dedication. Notwithstanding the foregoing, however, the Developer is under no obligation to undertake such dedication.

ARTICLE IX.

COVENANTS RUNNING WITH THE LAND

All provisions of the Master Deed and its Exhibits, as amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Co-owner of the property or any part thereof or interest therein, and its successors, legal representatives and assigns shall be bound by all of the provisions hereof.

ARTICLE X.

AMENDMENT

Except as may be otherwise provided herein, this Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or can, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents effecting such amendment or termination shall be recorded with the Register of Deeds of Kalamazoo County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project.

2. The amendment may be made, even if it would materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and Mortgagees; provided, however, that a Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without his consent; and provided further, that the provisions of Articles IV, V, VI, and this Article VII shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project. For the purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed, including, but not

limited to, amendments for the purpose of modifying the types and/or sizes of unsold Units and its appurtenant Limited Common Elements.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration of the Association. The Co-owners and mortgagees of record shall be notified of proposed amendments under this section not less than ten (10) days before the amendment is recorded.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with the consent of the Developer and not less than eighty percent (80%) of the Co-owners and Mortgagees, as follows:

1. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

2. Upon recordation of an instrument terminating the Project, the Property constituting the Condominium shall be owned by the Co-owners as tenants-in-common in proportion to its 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.

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

4. Notification of termination, by first class mail, shall be made to all parties interested in the Project, including escrow agents, land contract vendors and vendees, lien holders and prospective purchasers who deposited escrow funds.

IN WITNESS WHEREOF, this Master Deed has been executed on the date first above written.

WITNESSES:

Patty Whitney
Patty Whitney

Joseph A. Brinks
Joseph A. Brinks

CCP DEVELOPMENT COMPANY, L.L.C.

By: Jeffrey Balkema
Jeffrey Balkema

By: Joy A Watts
Joy A Watts

Its: Managers

STATE OF MICHIGAN)
)SS:
COUNTY OF KALAMAZOO)

On this 22nd day of January, 1998, before me personally appeared Jeffrey Balkema and Joy A. Watts, to me personally known, who being by me sworn, said that they are Managers of CCP Development Company, L.L.C. ("the Corporation") who executed this instrument; that this instrument was signed on behalf of the Company by authority of its Managers and that this instrument is acknowledged as the free act and deed of the Company.

Neal J. Schultz

Notary Public
Kalamazoo County, Michigan
My commission expires: 1/17/2000

This Master Deed Drafted by:
Michael L. Chojnowski, Esq.
Howard & Howard Attorneys, P.C.
100 West Michigan Avenue, Suite 200
Kalamazoo, Michigan 49007
(616) 382-1483

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MLC:mtd
12/07/97

EXHIBIT "A"

CONDOMINIUM BYLAWS
COMSTOCK COMMERCE PARK

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 Association. Comstock Commerce Park, a Condominium Project located in the County of Kalamazoo, Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation, hereinafter called the "Association", and which shall be organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 1.2 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 shall be a member of the Association 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 his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed. Voting on all Association matters shall be by value.

(d) No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may 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 shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number of the Condominium 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. Such notice shall be signed and dated by 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. 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 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-five percent (35%) 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 require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the Association shall be by a majority of the quorum, except as herein specifically provided.

(h) Votes may be cast in person or by proxy or by 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 percent (50%) of those qualified to vote and present in person or by proxy (or by 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.

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

Section 1.3 Accounting. The Association shall keep detailed books of account 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 accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 1.4 Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(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 State law or 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 thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes 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 and administration 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.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest 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 percent (60%) of all of the members of the Association.

(8) 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 by the Condominium Documents required to be performed by the Board.

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

(b) The Board of Directors may employ for the Association a professional management agent 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 1.4(a) of these Bylaws, 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 the Board, or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer 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.

Section 1.5 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 provisions 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 fifty percent (50%) of all Co-owners in value.

Section 1.6 Indemnification. 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 or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking 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. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 1.7 Advisory Committee. An Advisory Committee of three (3) non-developer Co-owners shall be established within one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (1/3) of the Units that may be created hereunder, or within one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The Advisory Committee may, in the first instance, be appointed by the Developer. If the Board of Directors of the Association so determines, or if more than twenty percent (20%) in value of the non-Developer Co-owners shall so petition in writing, then a special meeting of the non-Developer Co-owners shall be held and the members of the Advisory Committee elected at such meeting. The purpose of the Advisory Committee shall be to facilitate communications between the Developer and the non-Developer 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 non-Developer Co-owners. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by either of them; provided, however, that there shall be no more than four (4) such meetings per year unless both entities agree.

Section 1.8 Non-Developer Directors.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by non-Developer Co-owners.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, not less than thirty three and one-third percent (33 1/3%) of the Board of Directors shall be elected by non-Developer Co-owners.

(c) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-Developer Co-owners shall elect all of the 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 ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unsold.

(d) Notwithstanding the foregoing, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units that may be created have not been conveyed, the non-Developer Co-owners have the right to elect the number of members of the Board of Directors equal to the percentage of Units the non-Developer Co-owners hold, and the

Developer shall have the right to elect the number of members of the Board equal to the percentage of the Units which are owned by the Developer and for which all assessments are paid by the Developer. This section shall not require a change in the size of the Board of Directors as is determined by the Association By-Laws. The provisions of Section 52(4) and Section 52(6) of the Act shall also be applicable to this Section 1.8, and shall be incorporated herein by reference.

ARTICLE II
ASSESSMENTS

Section 2.1 Personal Property Taxes. 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 2.2 Liabilities and Insurance Receipts. Taxes and special assessments which become a lien against the Condominium Project in the year of establishment shall be considered expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, 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 shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 of the Act.

Section 2.3 Amount of 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 payments as set forth in Section 2.4 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon the 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. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Two Thousand Dollars ($2,000) annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary.

(b) Special assessments, in addition to those 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 Ten Thousand Dollars ($10,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 hereof, (3) assessments 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 2.3(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 percent (60%) of all Co-owners in value. The authority to levy assessments pursuant to this Subparagraph is solely for the benefit of the Association and of the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.4 Apportionment. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2.3(a) above shall be payable by Co-owners in two (2) equal semi-annual installments, or such other regular installments, as determined by the Association, commencing with acceptance of a deed to a Unit, with acquisition of fee simple title to a Unit by any other means, or upon execution of a land contract by which a Unit is purchased from Developer. 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 for ten (10) or more days shall bear interest from the initial due-date thereof at the highest legal rate until each installment is paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from Developer shall be so personally liable and Developer shall not be personally liable for such assessments levied up to and including the date upon which Developer actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments in default in order of their due dates. Notwithstanding the foregoing, any unusual common expenses benefiting less than all of Condominium Units, or any unusual expenses incurred as a result of a use being conducted within a Condominium Unit by a Co-owner, licensee, lessee or invitee, may be specially assessed or apportioned against the Condominium Unit or Units involved in a reasonable manner and in accordance with any provisions of the Act.

Section 2.5 No Exemption. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 2.6 Collection of Assessments. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment or any special assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the

Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 2.7 Effect on Mortgage Lien. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges to all Units including the mortgaged Unit).

Section 2.8 Obligations of Developer. Until such time as the regular assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it, whether constructed or not.

After the time at which the regular assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association which are directly attributable to the Units owned by the Developer, together with a pro-rata share of costs of administration (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives, sanitary sewer system and walks, if any. Provided, that if a Unit owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

Section 2.9 Statement Regarding Assessments. Pursuant to the provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Unpaid assessments shall constitute a lien upon the Unit and the proceeds of sale thereof, which shall be prior to all claims except real property taxes and first mortgages of record.

Section 2.10 Construction Liens. A construction lien arising under Act 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III
ARBITRATION

Section 3.1 Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's 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 any such arbitration.

Section 3.2 Legal Action. In the absence of the election and written consent pursuant to Section 3.1, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the general common elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to buildings and all other improvements constructed or to be constructed within the perimeter of a condominium unit and its appurtenant Limited common Elements, and for personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Co-owner's Unit and appurtenant Limited Common Elements. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

Section 4.2 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or appurtenant Limited Common Element, and each individual Co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however, and the Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 5.1 Reconstruction. If the Condominium project or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project 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 the damage, unless the Co-owners and mortgagees shall unanimously decide otherwise. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with repair or replacement of the damaged property without delay. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit or the Limited Common Elements appurtenant thereto.

Section 5.2 Eminent Domain. Section 133 of the Act and 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 award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. 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 Co-owner and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the for the costs of reconstruction or repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with repair or replacement of the damaged property without delay. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit or the Limited Common Elements appurtenant thereto.

Section 5.2 Eminent Domain. Section 133 of the Act and 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 award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. 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 Co-owner and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

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

Section 5.3 Priority. 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
RESTRICTIONS

Section 6.1 Permitted Uses. No Unit in the Project shall be used for other than industrial and manufacturing purposes as shall be permitted by the zoning ordinance of the Township of Comstock.

Section 6.2 Erosion Control. The following provisions shall apply to any portion of a Unit from which natural vegetation has been removed, and the amount of surface water has been increased by virtue of activity in other areas, or to avoid the unnecessary destruction of natural vegetation from any cause. Exposed earth shall be protected from erosion or washing by the use of appropriate vegetation, barriers, shields or other such devices, or the installation of underground storm water facilities.

Section 6.3 Character of Buildings. External construction materials shall be of high quality and type and color to blend in with the natural surroundings and be compatible with existing improvements. No old or used, of any kind whatsoever shall be moved or reconstructed on any Unit. All buildings to be constructed shall have finished exteriors of brick, stone, block, or metal, or combination thereof, or other suitable finishes as approved by the Review Committee. All exterior finishes shall be subject to the prior approval of the Review Committee.

Section 6.4 Vehicle and Pedestrian Facilities. The following standards shall be observed with respect to vehicle and pedestrian facilities:

a. Adequate on-site parking facilities shall be provided within each Unit, with the minimum parking spaces on each Unit to be as provided for in the applicable zoning ordinance.

b. All traffic and pedestrian circulation in developed areas shall be on hard, permanent surfaces, such as pavers, asphalt or concrete. Materials shall be selected whenever practical which will be compatible with existing improvements.

c. Hard surfaced areas within each Unit shall be serviced by storm water facilities located within the Unit (or adjacent Units owned by the same Co-owner), or by storm water facilities contained within the Common Elements of the Project, and which are designated to receive storm water from such Unit. Storm water facilities located within a Unit shall be designed in such a manner as to be aesthetically compatible with other improvements in the Project.

Section 6.5 Lighting. The purpose of lighting within the Project shall be to provide a safe atmosphere and to create a pleasing night time appearance. Lighting intensity shall be limited to a level of illumination necessary to adequately illuminate or highlight walks, parking areas, and buildings. The level and direction of lighting shall not create a daytime atmosphere or be at such a level of intensity or location as to create a nuisance in adjacent areas.

Section 6.6 Sign Requirements. The following standards shall be observed with respect to signs:

a. Free standing signs shall be so constructed and designed as to compliment the architecture of the adjacent building or buildings, and shall be monument-type signs of a maximum height of ten (10) feet. Internal light sources are encouraged.

b. Flashing lights, advertising flags, strips or other devices are prohibited.

c. Building mounted signs shall be confined to front facades (facing roadway(s) and/or parking area(s)), and may not project above the roof line of the structure to which it is attached or may not project more than one foot from the structural facade.

d. No signs, other than those identifying the names and businesses of the person or persons occupying a building located on the Unit shall be permitted without the express written approval of the Review Committee. This restriction shall not apply to any signs erected by the Declarant or its designees or assigns in connection with the development of the Project and sale of Units within it.

e. All signs shall have the prior approval of the Review Committee and shall be aesthetically compatible with the character of buildings and other improvements. The use of a unified system of signage throughout the Project is encouraged, as is the use of a common sign located at each entrance to the Project off adjoining public streets, which signs may identify the buildings within the Project and, where appropriate, occupants thereof, and shall also be subject to the prior approval of the Review Committee.

Section 6.7 Screening and Landscaping. It is the purpose of these provisions to screen from adjacent areas objectionable noises, pollutants or sights. The following standards shall be observed:

a. Noise. Buildings and related improvements shall be so constructed and operated as to reasonably confine noise resulting from any operations to the site of such operation on a Unit.

b. Pollutants. Improvements shall be designed and operated as to conform with pollutant standards which may from time to time be prescribed by state or local law. Pollutants shall include, but not be limited to, smoke, odor, or airborne or waterborne foreign particles of such type or in such quantity as to be injurious to persons, animals, vegetation or property.

c. Visual. Screening, either natural or artificial, shall be provided for all refuse disposal areas which shall be so designed and constructed as to effectively camouflage and not emphasize their existence. All loading areas and loading docks shall be located on the side of the building or the rear of the building, opposite the street line.

d. Fences. No fence shall be installed unless it shall have received the prior approval of the Review Committee. It is the intent of these restrictions that fences installed for screening purposes be located no closer to the street line than the front building line on any Unit.

e. Other. All cables, conduits, pipes and similar objects and devices shall, when possible, be placed underground. No exposed or exterior electronic transmitters or receiving antennae or dishes shall be erected, placed or maintained on any part of the Project, without the prior written approval of the Review Committee.

f. Landscaping. All parts of a Unit upon which a building has been constructed, and which are not developed with buildings, drives, parking and loading areas, and other similar improvements, shall either be maintained in a natural state or shall be landscaped with grass or other ground cover, shrubbery, trees, bushes, vines or other suitable plantings. All plantings shall be properly and regularly maintained, and dead or dying materials replaced in accordance with approved landscape plans.

Section 6.8 Rubbish. No rubbish, trash, garbage or other offensive or noxious items shall be permitted to remain on any portion of the Project. Grass, weeds and other growths on developed Units shall be reasonably cut to levels approved by the Review Committee and no portion of the Project shall be used for the storage of any matter or thing which shall cause the Project to appear to be in an unclean or unsightly condition. The foregoing provisions of this section shall not be applicable to the storage of construction materials during a reasonable construction period.

Section 6.9 Outside Storage. No outside storage or operations of any kind shall be permitted on any portion of the Project without the prior written approval of the Review Committee, and without appropriate screening having been installed, as contemplated by these restrictions.

Section 6.10 Review Committee. The Review Committee shall have the following powers and duties:

a. Approval of Plans. All plans and specifications, including grading and landscaping plans, for the construction of any building, the exterior alteration of any building, and all exterior uses or improvements, including type and color of construction materials and landscaping, shall be submitted to and be approved by the Review Committee prior to construction. The Review Committee may reject all or any portion of plans submitted, or require the modification or resubmission of any such plans. The Committee shall have the right to refuse to approve any such plans and specifications, including type and color of construction materials, grading and landscaping plans, which are not suitable, in its opinion, for aesthetic or other reasons. In so passing upon such plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed improvements and the harmony thereof with any other improvements that have been constructed on other portions of the Property, and the overall intent of these restrictions.

b. Failure to Approve. In the event that the Review Committee shall have failed to disapprove such plans and specifications within twenty (20) days after the same are delivered to it, then the same shall be deemed to have been approved, provided that the plans and specifications are in conformity with existing buildings or structures on the Project, these standards, and the applicable zoning ordinance and building codes.

c. Variances. The Review Committee may grant variances in its discretion from the standards set forth herein, so long as the general intention of these standards shall be substantially achieved.

d. Enforcement. The Review Committee shall have the primary responsibility for the enforcement of these standards. It shall have the right to take, or refuse to take, such action as herein provided, including legal or equitable proceedings, or other action reasonably calculated to achieve the purposes set forth herein. Any costs incurred by the Review Committee, including reasonably attorneys' fees, by virtue of the violation of this Declaration by an owner of a Unit shall be assessable against such owner and the Unit owned by him from which the violation arose, and may be enforced in the same manner as provided for in Section 2.6 above.

Section 6.11 Review Committee Composition.

a. Original Review Committee. The original Review Committee shall consist of four (4) members. All members shall be appointed by the Declarant and shall be subject to removal or reappointment by Declarant.

b. Permanent Committee. At such time as 80% of the Units within the Project (including any expansion area) are owned by parties other than Declarant, the Association shall have the right to designate one (1) member of the Review Committee. At such time as 100% of the Units in the Project are owned by parties other than Declarant, all of the members of the Review Committee shall be elected by the Association. If the Declarant shall fail to appoint or reappoint the members of the Review Committee, such members shall be appointed by the Association.

c. Rules and Regulation. The Review Committee may establish by a majority vote such rules and procedures as it deems appropriate to administer the provisions of this

Declaration. All other decisions by the Review Committee shall be made by at least two (2) members thereof.

d. Liability. Each member of the Review Committee shall be expected to exercise judgment in good faith, but shall have no liability whatsoever to any persons for any act or failure to act made pursuant to this Declaration.

Section 6.12 General Enforcement. The non-discretionary standards herein set forth, except as a variance may have been granted by the Review Committee, may be enforced by the Township of Comstock and/or the owner of any Unit within the Project.

ARTICLE VII
MEMBERS

Section 8.1 Meetings of the members 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. Voting shall be as provided in these bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these bylaws, the Condominium Master Deed or the laws of the State of Michigan.

Section 8.2. The annual meetings of members of the Association shall be held on the fifteenth day of June of each succeeding year at such time and place as shall be determined by the Board of Directors, or on such other day as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article IX of these bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 8.3. 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) in number of the Co-owners 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 8.4. 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 Section 1.2(e) of these bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

Section 8.5. If any meeting of 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 six (6) days from the time the original meeting was called. Notice of such adjourned date shall be given as required in Section 8.4 above, except as such notice shall be given at least two (2) days prior to such adjourned meeting. At any such adjourned meeting which has been called for failure of a quorum at an originally scheduled meeting, the quorum requirement shall be reduced to twenty percent (20%) of all Co-owners in value.

ARTICLE IX
BOARD OF DIRECTORS

Section 9.1. The affairs of the Association shall be governed by a Board of Directors, consisting of three (3) persons, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. The Board of Directors shall be elected at each annual meeting of the members of the Association, and the Directors shall hold office until their successors have been elected and take office.

Section 9.2. The Board of Directors shall have the powers and duties set forth in these bylaws.

Section 9.3. Vacancies in the Board of Directors caused by reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 9.4. 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 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 9.5. The first meeting of a newly elected Board of Directors shall be held within thirty (30) 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 9.6. 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 9.7. 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 9.8. Before, after, or at any such 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 meeting of the Board of Directors 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 9.9. 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 the purposes of determining a quorum.

Section 9.10. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of administration.

ARTICLE X
OFFICERS

Section 10.1 The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except those of President and Vice President may be held by one person.

Section 10.2. 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 10.3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 10.4. 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 10.5. 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 or 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 10.6. 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 incidental to the office of Secretary.

Section 10.7. The Treasurer shall have responsibility for the 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, and in such depositaries as may, from time to time, be designated by the Board of Directors.

Section 10.8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XI
SEAL

The corporation shall not be required to have a seal.

ARTICLE XII
FINANCE

Section 12.1. The finances of the corporation shall be handled in accordance with these bylaws.

Section 12.2. The fiscal year of the corporation 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 12.3. The funds of the corporation shall be deposited in such bank or other depository 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 XIII
AMENDMENTS

Section 13.1 Amendments. The Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article X of the Master Deed of Comstock Commerce Park; provided, however, that the provisions of Article VI of these bylaws shall not be amended without the written consent of Developer so long as Developer continues to own or to offer for sale any Unit in the Project.

Section 13.2 Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 13.3 Effective Date of Amendments. Any amendment to these Bylaws shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which substantially increases or decreases the benefits or obligations or materially affects the rights of any member of the Association or of any such holder of a first mortgage lien on any unit.

Section 13.4 Copies of Amendments. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XIV
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XV
DEFINITIONS

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

ARTICLE XVI
REMEDIES FOR DEFAULT

Section 16.1 Remedies. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

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

(c) 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 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.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VIII of these bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in Article VIII, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. The amount of such fines shall be as established by the Association.

Section 16.2 No Waiver. 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 shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 16.3 No Election of Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XVII
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 of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

BOOK1993 PG0986

KALAMAZOO COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 96

EXHIBIT B TO THE MASTER DEED OF

COMSTOCK COMMERCE PARK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:
CCP DEVELOPMENT COMPANY, L.L.C.
2975 HUNTERS HILL
KALAMAZOO, MICHIGAN 49004

SURVEYOR:
CHETTLEBURGH & ASSOCIATES
5858 HALL STREET, SE
GRAND RAPIDS, MICHIGAN 49546

ATTENTION: COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 1.

INDEX OF SHEETS

LEGAL DESCRIPTION

THAT PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S 00°17'33"E ALONG THE EAST LINE OF SAID SECTION 594.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°17'33"E ALONG SAID EAST LINE 1386.00 FEET TO THE SOUTH LINE OF SAID NORTH 3/4; THENCE S 89°33'26"W ALONG SAID SOUTH LINE 2653.76 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 22 AND THE EAST LINE OF "ROSEMONT PARK", AS RECORDED IN LIBER 11 OF PLATS ON PAGE 7; THENCE N 00°01'13"E ALONG SAID LINES 1320.22 FEET TO A POINT THAT IS S 00°01'13"W 660.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE N 89°33'15"E PARALLEL WITH THE NORTH LINE OF SAID SECTION 132.00 FEET; THENCE N 00°01'13"E 335.00 FEET; THENCE N 89°33'15"E 55.00 FEET; THENCE N 00°01'13"E 325.00 FEET TO SAID NORTH LINE; THENCE N 89°33'15"E ALONG SAID NORTH LINE 808.00 FEET; THENCE S 00°01'13"W 594.23 FEET; THENCE N 89°33'26"E 1651.20 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 95.44 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

SURVEYOR'S CERTIFICATE

I, THOMAS W. CHETTLEBURGH, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

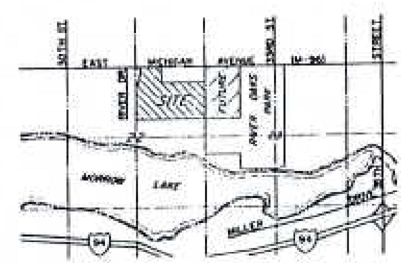
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Thomas W. Chettleburgh

THOMAS W. CHETTLEBURGH
PROFESSIONAL SURVEYOR NO. 16036
CHETTLEBURGH & ASSOCIATES
5858 HALL STREET, SE
GRAND RAPIDS, MICHIGAN 49546



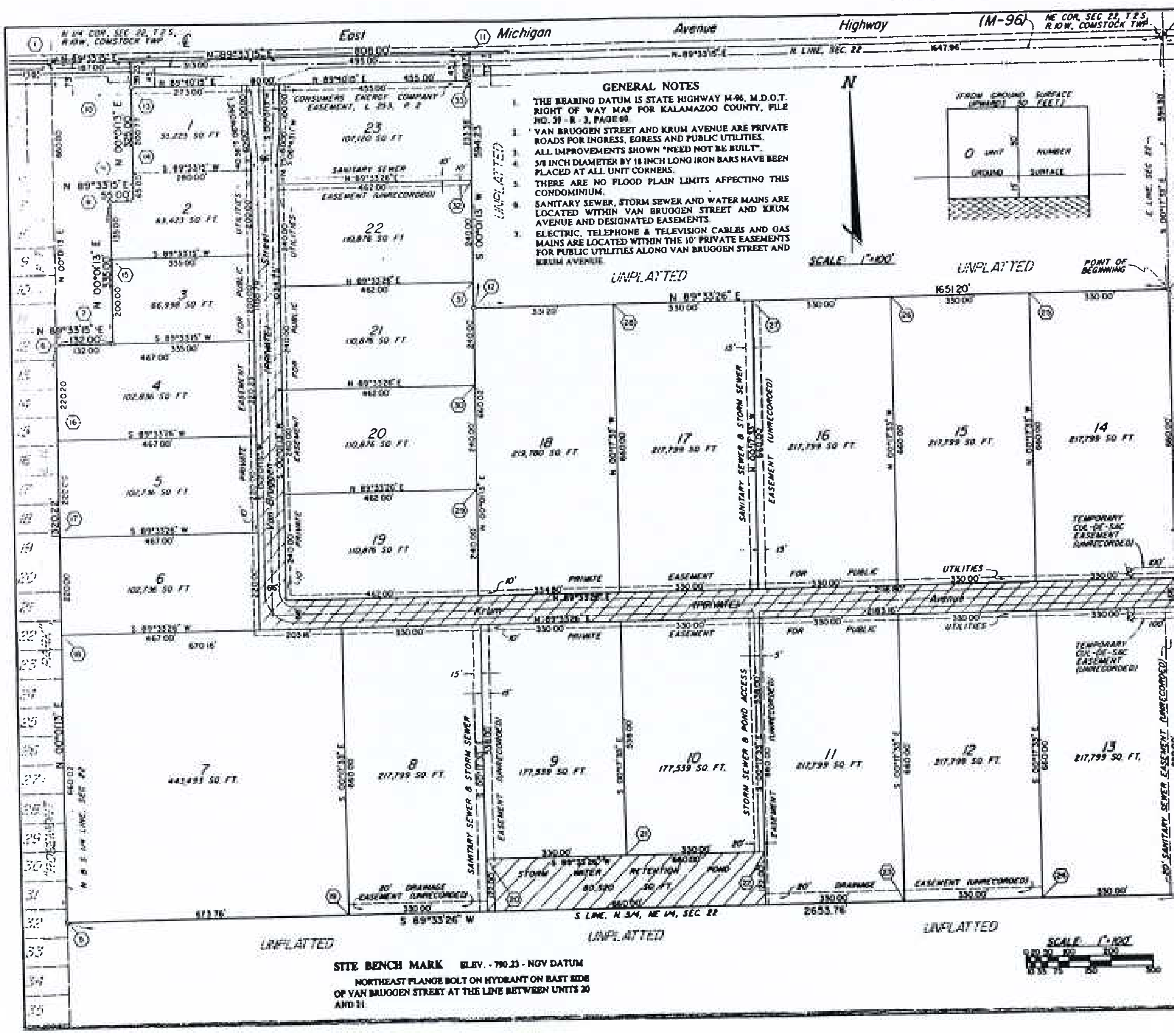
LOCATION MAP
NO SCALE

AS PROPOSED, JANUARY 23, 1998

STATE OF MICHIGAN
THOMAS W. CHETTLEBURGH
LAND SURVEYOR NO.
16036
REGISTERED LAND SURVEYOR

SHEET: 1 OF 3

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



GENERAL NOTES

1. THE BEARING DATUM IS STATE HIGHWAY M-96, M.D.O.T. RIGHT OF WAY MAP FOR KALAMAZOO COUNTY, FILE NO. 39 - R - 3, PAGE 69.
2. VAN BRUGGEN STREET AND KRUM AVENUE ARE PRIVATE ROADS FOR INGRESS, EGRESS AND PUBLIC UTILITIES.
3. ALL IMPROVEMENTS SHOWN "NEED NOT BE BUILT".
4. 5/8 INCH DIAMETER BY 18 INCH LONG IRON BARS HAVE BEEN PLACED AT ALL UNIT CORNERS.
5. THERE ARE NO FLOOD PLAIN LIMITS AFFECTING THIS CONDOMINIUM.
6. SANITARY SEWER, STORM SEWER AND WATER MAINS ARE LOCATED WITHIN VAN BRUGGEN STREET AND KRUM AVENUE AND DESIGNATED EASEMENTS.
7. ELECTRIC, TELEPHONE & TELEVISION CABLES AND GAS MAINS ARE LOCATED WITHIN THE 10' PRIVATE EASEMENTS FOR PUBLIC UTILITIES ALONG VAN BRUGGEN STREET AND KRUM AVENUE.

SCHEDULE OF COORDINATES

POINT	NORTH	EAST
1	8619.80	3343.43
2	8640.36	3986.32
3	8046.07	3989.56
4	6660.08	3996.63
5	6639.58	3342.93
6	7939.80	3343.41
7	7960.82	3475.41
8	8295.82	3475.53
9	8296.25	3330.53
10	8621.23	3330.64
11	8627.34	4338.62
12	8033.31	4338.43
13	8362.02	3330.62
14	8361.23	3330.55
15	8160.82	3475.48
16	7739.60	3343.34
17	7519.60	3343.26
18	7299.60	3343.18
19	6644.78	4038.69
20	6769.33	4348.06
21	6771.88	4678.05
22	6774.63	5008.04
23	6654.98	5336.65
24	6657.53	5668.04
25	8043.52	5659.57
26	8040.97	5329.58
27	8038.42	4999.59
28	8035.86	4669.60
29	7613.29	4338.26
30	7853.29	4338.34
31	8093.29	4338.43
32	8333.29	4338.51
33	8566.66	4338.60

LEGEND

- BENCH MARK
- COORDINATE POINT
- CONCRETE MONUMENT
- EASEMENT LINE
- RIGHT OF WAY LINE
- CONDO BOUNDARY LINE
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT

SITE BENCH MARK ELEV. - 790.23 - NGV DATUM
NORTHEAST FLANGE BOLT ON HYDRANT ON EAST SIDE OF VAN BRUGGEN STREET AT THE LINE BETWEEN UNITS 20 AND 21.

STATE OF MICHIGAN — THOMAS M. CHETTLEBURGH LAND SURVEYOR NO. 18084 — REGISTERED LAND SURVEYOR

AS PROPOSED, JANUARY 23, 1998

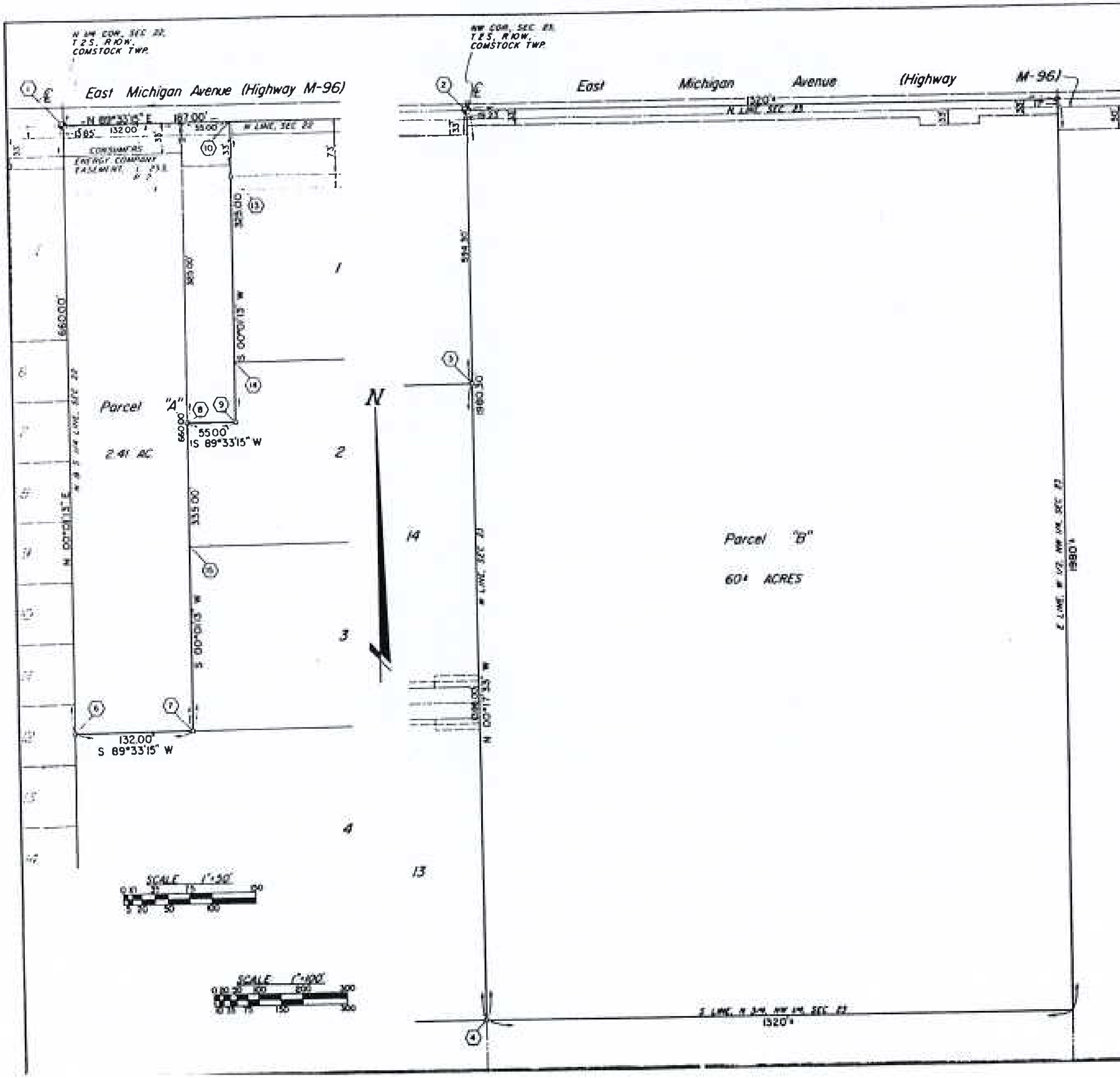
UTILITY SURVEY & SITE PLAN

COMSTOCK COMMERCE PARK

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS

SHEET: 2 OF 3

BOOK1993 PG0988



AREA OF FUTURE DEVELOPMENT

PARCEL "A"

THE WEST 132 FEET OF THE NORTH 660 FEET OF THE NORTHEAST 1/4 OF SECTION 22, AND THE EAST 55 FEET OF THE WEST 187 FEET OF THE NORTH 325 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 2.41 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

PARCEL "B"

THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 60 ACRES, MORE OR LESS, INCLUDING SAID HIGHWAY RIGHT OF WAY.

GENERAL NOTES

1. THE BEARING DATUM IS STATE HIGHWAY M - 96, M.D.O.T. RIGHT OF WAY MAP FOR KALAMAZOO COUNTY, FILE NO. 39 - R - 3, PAGE 69.

LEGEND

- COORDINATE POINT
- CONCRETE MONUMENT
- EASEMENT LINE
- RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- FUTURE DEVELOPMENT AREA BOUNDARY LINE

AS PROPOSED, JANUARY 22, 1998

FUTURE DEVELOPMENT PLAN

COMSTOCK COMMERCE PARK

SHEET 5 OF 5

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS

L. 2011
P 90

MLC: mtd
3/9/98

FIRST AMENDMENT TO MASTER DEED

COMSTOCK COMMERCE PARK

CCP DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, being the Developer of COMSTOCK COMMERCE PARK, a Condominium Project established pursuant to the Master Deed thereof recorded on January 23, 1998 in Liber 1993, Page 950, et seq., Kalamazoo County Records, pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, hereby amends the Master Deed as set forth below, for the purpose of recording all of the pages of Exhibit "A" to the Master Deed and for supplementing Exhibit "B" to the Master Deed with the utility plan which was not recorded with the original Master Deed. In accordance with Article X of the Master Deed, this Amendment is made without the consent of any co-owner or mortgagee.

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

1. Exhibit "A" to the Master Deed, as attached hereto, being the Condominium Bylaws, shall replace and supersede the previously recorded Exhibit "A", which previously recorded Exhibit "A" shall be of no further force and effect.

2. New and supplemental sheets 1 through 6 of Exhibit "B" to the Master Deed, being the condominium subdivision plan of Comstock Commerce Park, are attached hereto, and shall replace and supersede the previously recorded sheets 1 through 3, which previously recorded sheets shall be of no further force or effect.

3. In all other respects, other than as herein indicated, the original Master Deed of COMSTOCK COMMERCE PARK is ratified, confirmed and re-declared.

IN WITNESS WHEREOF, this First Amendment to the Master Deed of COMSTOCK COMMERCE PARK has been executed on the 11 day of March, 1998.

WITNESSES:

DAVID B. WATTS

MICHAEL L. CHOJNOWSKI

CCP DEVELOPMENT COMPANY, L.L.C.

By: DONALD F. WATTS

By: JEFFREY BALKEMA

Its: Managers

STATE OF MICHIGAN)
)SS.
COUNTY OF KALAMAZOO)

On this _11th_ day of March, 1998, before me personally appeared _Donald F. Watts_ and _Jeffrey Balkema_, to me personally known, who being by me sworn, said that they are the Managers of CCP Development Company, L.L.C. (the "Company"), who executed this instrument; that this instrument was signed on behalf of the Company by authority of its Managers and that this instrument is acknowledged as the free act and deed of the Company.

Neal J. Scholten
NEAL J. SCHOLTEN
Notary Public
Kalamazoo County, Michigan
My commission expires: _1/17/2000_

This instrument drafted by:
Michael L. Chojnowski, Esq.
Martin & Chojnowski, P.C.
107 W. Michigan Avenue, Suite 200
Kalamazoo, MI 49007
(616) 552-3400

300\ccp\1st amendment

MLC:mtd
12/07/97

EXHIBIT "A"

CONDOMINIUM BYLAWS
COMSTOCK COMMERCE PARK

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 Association. Comstock Commerce Park, a Condominium Project located in the County of Kalamazoo, Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation, hereinafter called the "Association", and which shall be organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 1.2 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 shall be a member of the Association 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 his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed. Voting on all Association matters shall be by value.

(d) No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may 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 shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number of the Condominium 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. Such notice shall be signed and dated by 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. 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 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-five percent (35%) 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 require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the Association shall be by a majority of the quorum, except as herein specifically provided.

(h) Votes may be cast in person or by proxy or by 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 percent (50%) of those qualified to vote and present in person or by proxy (or by 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.

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

Section 1.3 Accounting. The Association shall keep detailed books of account 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 accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 1.4 Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(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 State law or 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 thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes 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 and administration 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.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest 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 percent (60%) of all of the members of the Association.

(8) 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 by the Condominium Documents required to be performed by the Board.

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

(b) The Board of Directors may employ for the Association a professional management agent 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 1.4(a) of these Bylaws, 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 the Board, or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer 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.

Section 1.5 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 provisions 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 fifty percent (50%) of all Co-owners in value.

Section 1.6 Indemnification. 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 or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking 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. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 1.7 Advisory Committee. An Advisory Committee of three (3) non-developer Co-owners shall be established within one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (1/3) of the Units that may be created hereunder, or within one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The Advisory Committee may, in the first instance, be appointed by the Developer. If the Board of Directors of the Association so determines, or if more than twenty percent (20%) in value of the non-Developer Co-owners shall so petition in writing, then a special meeting of the non-Developer Co-owners shall be held and the members of the Advisory Committee elected at such meeting. The purpose of the Advisory Committee shall be to facilitate communications between the Developer and the non-Developer 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 non-Developer Co-owners. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by either of them; provided, however, that there shall be no more than four (4) such meetings per year unless both entities agree.

Section 1.8 Non-Developer Directors.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by non-Developer Co-owners.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, not less than thirty three and one-third percent (33 1/3%) of the Board of Directors shall be elected by non-Developer Co-owners.

(c) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-Developer Co-owners shall elect all of the 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 ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unsold.

(d) Notwithstanding the foregoing, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units that may be created have not been conveyed, the non-Developer Co-owners have the right to elect the number of members of the Board of Directors equal to the percentage of Units the non-Developer Co-owners hold, and the

Developer shall have the right to elect the number of members of the Board equal to the percentage of the Units which are owned by the Developer and for which all assessments are paid by the Developer. This section shall not require a change in the size of the Board of Directors as is determined by the Association By-Laws. The provisions of Section 52(4) and Section 52(6) of the Act shall also be applicable to this Section 1.8, and shall be incorporated herein by reference.

ARTICLE II
ASSESSMENTS

Section 2.1 Personal Property Taxes. 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 2.2 Liabilities and Insurance Receipts. Taxes and special assessments which become a lien against the Condominium Project in the year of establishment shall be considered expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, 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 shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 of the Act.

Section 2.3 Amount of 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 payments as set forth in Section 2.4 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon the 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. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Two Thousand Dollars ($2,000) annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary.

(b) Special assessments, in addition to those 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 Ten Thousand Dollars ($10,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 hereof, (3) assessments 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 2.3(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 percent (60%) of all Co-owners in value. The authority to levy assessments pursuant to this Subparagraph is solely for the benefit of the Association and of the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.4 Apportionment. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2.3(a) above shall be payable by Co-owners in two (2) equal semi-annual installments, or such other regular installments, as determined by the Association, commencing with acceptance of a deed to a Unit, with acquisition of fee simple title to a Unit by any other means, or upon execution of a land contract by which a Unit is purchased from Developer. 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 for ten (10) or more days shall bear interest from the initial due-date thereof at the highest legal rate until each installment is paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from Developer shall be so personally liable and Developer shall not be personally liable for such assessments levied up to and including the date upon which Developer actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments in default in order of their due dates. Notwithstanding the foregoing, any unusual common expenses benefiting less than all of Condominium Units, or any unusual expenses incurred as a result of a use being conducted within a Condominium Unit by a Co-owner, licensee, lessee or invitee, may be specially assessed or apportioned against the Condominium Unit or Units involved in a reasonable manner and in accordance with any provisions of the Act.

Section 2.5 No Exemption. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 2.6 Collection of Assessments. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment or any special assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the

Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 2.7 Effect on Mortgage Lien. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges to all Units including the mortgaged Unit).

Section 2.8 Obligations of Developer. Until such time as the regular assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it, whether constructed or not.

After the time at which the regular assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association which are directly attributable to the Units owned by the Developer, together with a pro-rata share of costs of administration (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives, sanitary sewer system and walks, if any. Provided, that if a Unit owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

Section 2.9 Statement Regarding Assessments. Pursuant to the provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Unpaid assessments shall constitute a lien upon the Unit and the proceeds of sale thereof, which shall be prior to all claims except real property taxes and first mortgages of record.

Section 2.10 Construction Liens. A construction lien arising under Act 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III
ARBITRATION

Section 3.1 Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's 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 any such arbitration.

Section 3.2 Legal Action. In the absence of the election and written consent pursuant to Section 3.1, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the general common elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to buildings and all other improvements constructed or to be constructed within the perimeter of a condominium unit and its appurtenant Limited common Elements, and for personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Co-owner's Unit and appurtenant Limited Common Elements. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

Section 4.2 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or appurtenant Limited Common Element, and each individual Co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however, and the Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 5.1 Reconstruction. If the Condominium project or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project 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 the damage, unless the Co-owners and mortgagees shall unanimously decide otherwise. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with repair or replacement of the damaged property without delay. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit or the Limited Common Elements appurtenant thereto.

Section 5.2 Eminent Domain. Section 133 of the Act and 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 award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. 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 Co-owner and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the for the costs of reconstruction or repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with repair or replacement of the damaged property without delay. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit or the Limited Common Elements appurtenant thereto.

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(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

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

Section 5.3 Priority. 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
RESTRICTIONS

Section 6.1 <u>Permitted Uses</u>. No Unit in the Project shall be used for other than industrial and manufacturing purposes as shall be permitted by the zoning ordinance of the Township of Comstock.

Section 6.2 <u>Erosion Control</u>. The following provisions shall apply to any portion of a Unit from which natural vegetation has been removed, and the amount of surface water has been increased by virtue of activity in other areas, or to avoid the unnecessary destruction of natural vegetation from any cause. Exposed earth shall be protected from erosion or washing by the use of appropriate vegetation, barriers, shields or other such devices, or the installation of underground storm water facilities.

Section 6.3 <u>Character of Buildings</u>. External construction materials shall be of high quality and type and color to blend in with the natural surroundings and be compatible with existing improvements. No old or used, of any kind whatsoever shall be moved or reconstructed on any Unit. All buildings to be constructed shall have finished exteriors of brick, stone, block, or metal, or combination thereof, or other suitable finishes as approved by the Review Committee. All exterior finishes shall be subject to the prior approval of the Review Committee.

Section 6.4 <u>Vehicle and Pedestrian Facilities</u>. The following standards shall be observed with respect to vehicle and pedestrian facilities:

a. Adequate on-site parking facilities shall be provided within each Unit, with the minimum parking spaces on each Unit to be as provided for in the applicable zoning ordinance.

b. All traffic and pedestrian circulation in developed areas shall be on hard, permanent surfaces, such as pavers, asphalt or concrete. Materials shall be selected whenever practical which will be compatible with existing improvements.

c. Hard surfaced areas within each Unit shall be serviced by storm water facilities located within the Unit (or adjacent Units owned by the same Co-owner), or by storm water facilities contained within the Common Elements of the Project, and which are designated to receive storm water from such Unit. Storm water facilities located within a Unit shall be designed in such a manner as to be aesthetically compatible with other improvements in the Project.

Section 6.5 Lighting. The purpose of lighting within the Project shall be to provide a safe atmosphere and to create a pleasing night time appearance. Lighting intensity shall be limited to a level of illumination necessary to adequately illuminate or highlight walks, parking areas, and buildings. The level and direction of lighting shall not create a daytime atmosphere or be at such a level of intensity or location as to create a nuisance in adjacent areas.

Section 6.6 Sign Requirements. The following standards shall be observed with respect to signs:

a. Free standing signs shall be so constructed and designed as to compliment the architecture of the adjacent building or buildings, and shall be monument-type signs of a maximum height of ten (10) feet. Internal light sources are encouraged.

b. Flashing lights, advertising flags, strips or other devices are prohibited.

c. Building mounted signs shall be confined to front facades (facing roadway(s) and/or parking area(s)), and may not project above the roof line of the structure to which it is attached or may not project more than one foot from the structural facade.

d. No signs, other than those identifying the names and businesses of the person or persons occupying a building located on the Unit shall be permitted without the express written approval of the Review Committee. This restriction shall not apply to any signs erected by the Declarant or its designees or assigns in connection with the development of the Project and sale of Units within it.

e. All signs shall have the prior approval of the Review Committee and shall be aesthetically compatible with the character of buildings and other improvements. The use of a unified system of signage throughout the Project is encouraged, as is the use of a common sign located at each entrance to the Project off adjoining public streets, which signs may identify the buildings within the Project and, where appropriate, occupants thereof, and shall also be subject to the prior approval of the Review Committee.

Section 6.7 Screening and Landscaping. It is the purpose of these provisions to screen from adjacent areas objectionable noises, pollutants or sights. The following standards shall be observed:

a. Noise. Buildings and related improvements shall be so constructed and operated as to reasonably confine noise resulting from any operations to the site of such operation on a Unit.

b. Pollutants. Improvements shall be designed and operated as to conform with pollutant standards which may from time to time be prescribed by state or local law. Pollutants shall include, but not be limited to, smoke, odor, or airborne or waterborne foreign particles of such type or in such quantity as to be injurious to persons, animals, vegetation or property.

c. Visual. Screening, either natural or artificial, shall be provided for all refuse disposal areas which shall be so designed and constructed as to effectively camouflage and not emphasize their existence. All loading areas and loading docks shall be located on the side of the building or the rear of the building, opposite the street line.

d. Fences. No fence shall be installed unless it shall have received the prior approval of the Review Committee. It is the intent of these restrictions that fences installed for screening purposes be located no closer to the street line than the front building line on any Unit.

e. Other. All cables, conduits, pipes and similar objects and devices shall, when possible, be placed underground. No exposed or exterior electronic transmitters or receiving antennae or dishes shall be erected, placed or maintained on any part of the Project, without the prior written approval of the Review Committee.

f. Landscaping. All parts of a Unit upon which a building has been constructed, and which are not developed with buildings, drives, parking and loading areas, and other similar improvements, shall either be maintained in a natural state or shall be landscaped with grass or other ground cover, shrubbery, trees, bushes, vines or other suitable plantings. All plantings shall be properly and regularly maintained, and dead or dying materials replaced in accordance with approved landscape plans.

Section 6.8 Rubbish. No rubbish, trash, garbage or other offensive or noxious items shall be permitted to remain on any portion of the Project. Grass, weeds and other growths on developed Units shall be reasonably cut to levels approved by the Review Committee and no portion of the Project shall be used for the storage of any matter or thing which shall cause the Project to appear to be in an unclean or unsightly condition. The foregoing provisions of this section shall not be applicable to the storage of construction materials during a reasonable construction period.

Section 6.9 Outside Storage. No outside storage or operations of any kind shall be permitted on any portion of the Project without the prior written approval of the Review Committee, and without appropriate screening having been installed, as contemplated by these restrictions.

Section 6.10 Review Committee. The Review Committee shall have the following powers and duties:

a. Approval of Plans. All plans and specifications, including grading and landscaping plans, for the construction of any building, the exterior alteration of any building, and all exterior uses or improvements, including type and color of construction materials and landscaping, shall be submitted to and be approved by the Review Committee prior to construction. The Review Committee may reject all or any portion of plans submitted, or require the modification or resubmission of any such plans. The Committee shall have the right to refuse to approve any such plans and specifications, including type and color of construction materials, grading and landscaping plans, which are not suitable, in its opinion, for aesthetic or other reasons. In so passing upon such plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed improvements and the harmony thereof with any other improvements that have been constructed on other portions of the Property, and the overall intent of these restrictions.

b. Failure to Approve. In the event that the Review Committee shall have failed to disapprove such plans and specifications within twenty (20) days after the same are delivered to it, then the same shall be deemed to have been approved, provided that the plans and specifications are in conformity with existing buildings or structures on the Project, these standards, and the applicable zoning ordinance and building codes.

c. Variances. The Review Committee may grant variances in its discretion from the standards set forth herein, so long as the general intention of these standards shall be substantially achieved.

d. Enforcement. The Review Committee shall have the primary responsibility for the enforcement of these standards. It shall have the right to take, or refuse to take, such action as herein provided, including legal or equitable proceedings, or other action reasonably calculated to achieve the purposes set forth herein. Any costs incurred by the Review Committee, including reasonably attorneys' fees, by virtue of the violation of this Declaration by an owner of a Unit shall be assessable against such owner and the Unit owned by him from which the violation arose, and may be enforced in the same manner as provided for in Section 2.6 above.

Section 6.11 Review Committee Composition.

a. Original Review Committee. The original Review Committee shall consist of four (4) members. All members shall be appointed by the Declarant and shall be subject to removal or reappointment by Declarant.

b. Permanent Committee. At such time as 80% of the Units within the Project (including any expansion area) are owned by parties other than Declarant, the Association shall have the right to designate one (1) member of the Review Committee. At such time as 100% of the Units in the Project are owned by parties other than Declarant, all of the members of the Review Committee shall be elected by the Association. If the Declarant shall fail to appoint or reappoint the members of the Review Committee, such members shall be appointed by the Association.

c. Rules and Regulation. The Review Committee may establish by a majority vote such rules and procedures as it deems appropriate to administer the provisions of this

Declaration. All other decisions by the Review Committee shall be made by at least two (2) members thereof.

d. Liability. Each member of the Review Committee shall be expected to exercise judgment in good faith, but shall have no liability whatsoever to any persons for any act or failure to act made pursuant to this Declaration.

Section 6.12 General Enforcement. The non-discretionary standards herein set forth, except as a variance may have been granted by the Review Committee, may be enforced by the Township of Comstock and/or the owner of any Unit within the Project.

ARTICLE VII
MEMBERS

Section 8.1 Meetings of the members 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. Voting shall be as provided in these bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these bylaws, the Condominium Master Deed or the laws of the State of Michigan.

Section 8.2. The annual meetings of members of the Association shall be held on the fifteenth day of June of each succeeding year at such time and place as shall be determined by the Board of Directors, or on such other day as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article IX of these bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 8.3. 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) in number of the Co-owners 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 8.4. 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 Section 1.2(e) of these bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

Section 8.5. If any meeting of 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 six (6) days from the time the original meeting was called. Notice of such adjourned date shall be given as required in Section 8.4 above, except as such notice shall be given at least two (2) days prior to such adjourned meeting. At any such adjourned meeting which has been called for failure of a quorum at an originally scheduled meeting, the quorum requirement shall be reduced to twenty percent (20%) of all Co-owners in value.

ARTICLE IX
BOARD OF DIRECTORS

Section 9.1. The affairs of the Association shall be governed by a Board of Directors, consisting of three (3) persons, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. The Board of Directors shall be elected at each annual meeting of the members of the Association, and the Directors shall hold office until their successors have been elected and take office.

Section 9.2. The Board of Directors shall have the powers and duties set forth in these bylaws.

Section 9.3. Vacancies in the Board of Directors caused by reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 9.4. 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 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 9.5. The first meeting of a newly elected Board of Directors shall be held within thirty (30) 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 9.6. 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 9.7. 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 9.8. Before, after, or at any such 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 meeting of the Board of Directors 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 9.9. 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 the purposes of determining a quorum.

Section 9.10. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of administration.

ARTICLE X
OFFICERS

Section 10.1 The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except those of President and Vice President may be held by one person.

Section 10.2. 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 10.3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 10.4. 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 10.5. 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 or 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 10.6. 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 incidental to the office of Secretary.

Section 10.7. The Treasurer shall have responsibility for the 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, and in such depositaries as may, from time to time, be designated by the Board of Directors.

Section 10.8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XI
SEAL

The corporation shall not be required to have a seal.

ARTICLE XII
FINANCE

Section 12.1. The finances of the corporation shall be handled in accordance with these bylaws.

Section 12.2. The fiscal year of the corporation 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 12.3. The funds of the corporation shall be deposited in such bank or other depository 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 XIII
AMENDMENTS

Section 13.1 Amendments. The Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article X of the Master Deed of Comstock Commerce Park; provided, however, that the provisions of Article VI of these bylaws shall not be amended without the written consent of Developer so long as Developer continues to own or to offer for sale any Unit in the Project.

Section 13.2 Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 13.3 Effective Date of Amendments. Any amendment to these Bylaws shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which substantially increases or decreases the benefits or obligations or materially affects the rights of any member of the Association or of any such holder of a first mortgage lien on any unit.

Section 13.4 Copies of Amendments. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XIV
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XV
DEFINITIONS

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

ARTICLE XVI
REMEDIES FOR DEFAULT

Section 16.1 Remedies. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

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

(c) 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 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.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VIII of these bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in Article VIII, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. The amount of such fines shall be as established by the Association.

Section 16.2 No Waiver. 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 shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 16.3 No Election of Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XVII
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 of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

REPLAT NO. 1 OF
KALAMAZOO COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 96

EXHIBIT B TO THE MASTER DEED OF

COMSTOCK COMMERCE PARK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:	SURVEYOR:
CCP DEVELOPMENT COMPANY, L.L.C. 1975 HUNTERS HILL KALAMAZOO, MICHIGAN 49004	CHETTLEBURGH & ASSOCIATES 5858 HALL STREET, SE GRAND RAPIDS, MICHIGAN 49546

ATTENTION: COUNTY REGISTRAR OF DEEDS

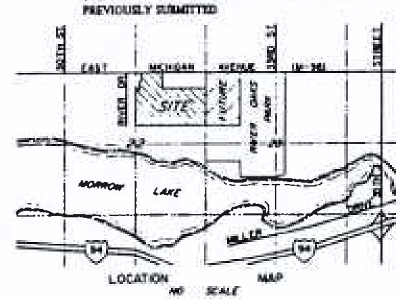
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 1.

INDEX OF SHEETS

LEGAL DESCRIPTION

THAT PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S 00°17'33"E ALONG THE EAST LINE OF SAID SECTION 394.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°17'33"E ALONG SAID EAST LINE 1386.00 FEET TO THE SOUTH LINE OF SAID NORTH 3/4; THENCE S 89°33'28"W ALONG SAID SOUTH LINE 2633.76 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 22 AND THE EAST LINE OF "ROSEMONT PARK", AS RECORDED IN LIBER 11 OF PLATS ON PAGE 7; THENCE N 00°01'13"E ALONG SAID LINES 1720.22 FEET TO A POINT THAT IS S 00°01'13"W 660.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE N 89°33'15"E PARALLEL WITH THE NORTH LINE OF SAID SECTION 132.00 FEET; THENCE N 00°01'13"E 335.00 FEET; THENCE N 89°33'15"E 33.00 FEET; THENCE N 00°01'13"E 325.00 FEET TO SAID NORTH LINE; THENCE N 89°33'15"E ALONG SAID NORTH LINE 808.00 FEET; THENCE S 00°01'13"W 394.22 FEET; THENCE N 89°33'26"E 1651.20 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 95.48 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

NOTE: THE ASTERISK (*), AS SHOWN ON THE SHEET INDEX, INDICATES AMENDED SHEETS, WHICH ARE REVISED DATED FEBRUARY 27, 1998. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.



SURVEYOR'S CERTIFICATE

I, THOMAS W. CHETTLEBURGH, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 96, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Thomas W. Chettleburgh

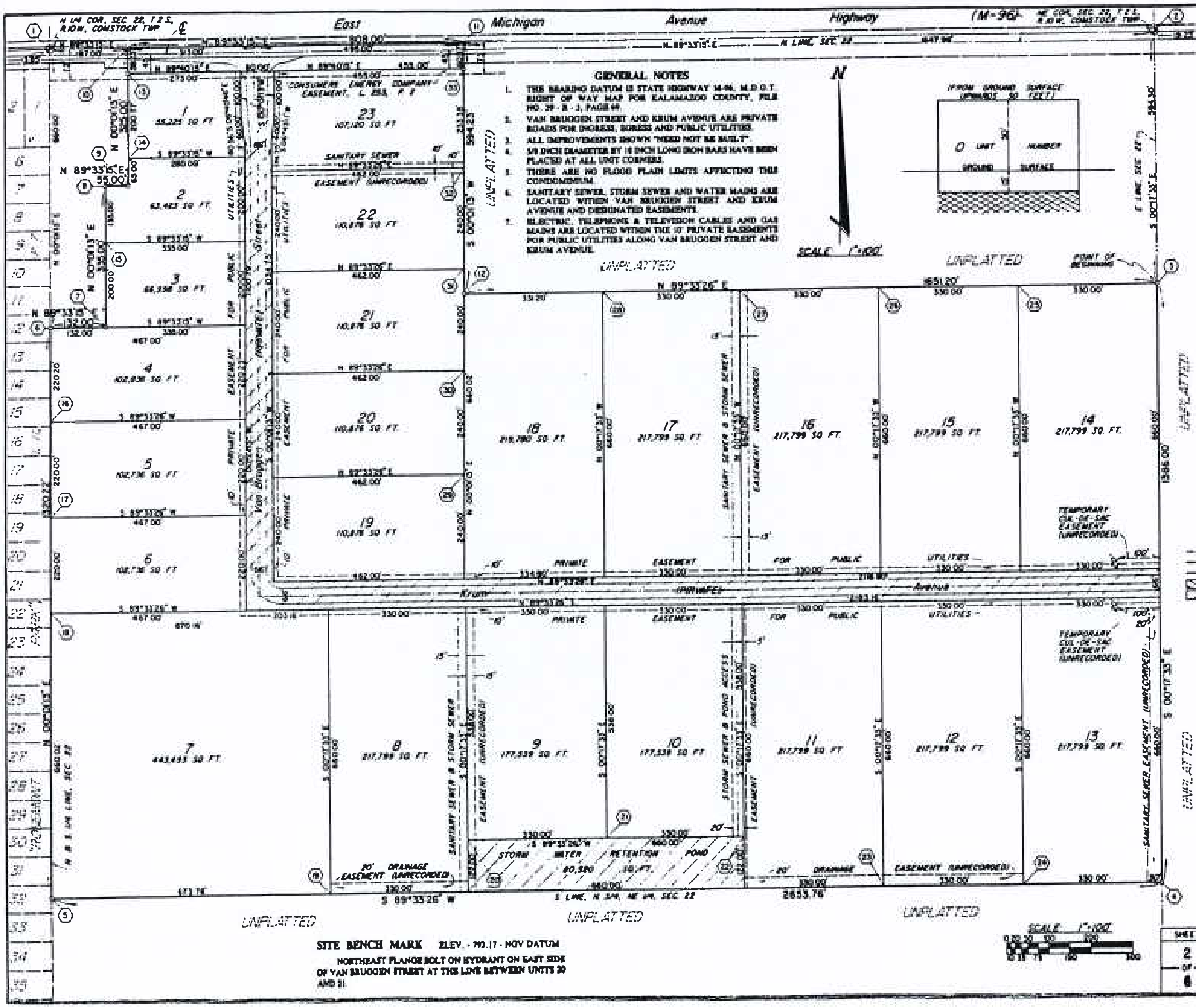
THOMAS W. CHETTLEBURGH
PROFESSIONAL SURVEYOR NO. 18026
CHETTLEBURGH & ASSOCIATES
5858 HALL STREET, SE
GRAND RAPIDS, MICHIGAN 49546

STATE OF MICHIGAN · THOMAS W. CHETTLEBURGH · LAND SURVEYOR NO. 18026 · REGISTERED LAND SURVEYOR

AS PROPOSED, JANUARY 23, 1998
FEBRUARY 27, 1998

SHEET 1 OF 6

CHETTLEBURGH & ASSOCIATES
LAND SURVEYORS
5858 HALL STREET, S.E. GRAND RAPIDS, MI 49546



GENERAL NOTES

1. THE BEARING DATUM IS STATE HIGHWAY M-96, M.D.O.T. RIGHT OF WAY MAP FOR KALAMAZOO COUNTY, FILE NO. 39 - B - 1, PAGE 69.
2. VAN BRUGGEN STREET AND KRUM AVENUE ARE PRIVATE ROADS FOR INGRESS, EGRESS AND PUBLIC UTILITIES.
3. ALL IMPROVEMENTS SHOWN "NEED NOT BE BUILT".
4. 5/8 INCH DIAMETER BY 18 INCH LONG IRON BARS HAVE BEEN PLACED AT ALL UNIT CORNERS.
5. THERE ARE NO FLOOD PLAIN LIMITS AFFECTING THIS CONDOMINIUM.
6. SANITARY SEWER, STORM SEWER AND WATER MAINS ARE LOCATED WITHIN VAN BRUGGEN STREET AND KRUM AVENUE AND DESIGNATED EASEMENTS.
7. ELECTRIC, TELEPHONE & TELEVISION CABLES AND GAS MAINS ARE LOCATED WITHIN THE 10' PRIVATE EASEMENTS FOR PUBLIC UTILITIES ALONG VAN BRUGGEN STREET AND KRUM AVENUE.

SCHEDULE OF COORDINATES

POINT	NORTH	EAST
1	8619.80	3343.65
2	8640.36	3984.32
3	8046.07	3989.56
4	8660.08	3996.63
5	8639.38	3343.95
6	7939.80	3343.41
7	7960.82	3473.41
8	8295.82	3473.53
9	8296.23	3530.53
10	8621.23	3530.64
11	8627.34	4338.62
12	8033.31	4338.41
13	8362.02	3530.62
14	8361.23	3530.55
15	8160.82	3475.48
16	7739.60	3343.34
17	7519.60	3343.26
18	7299.60	3343.18
19	8644.78	4016.69
20	8709.33	4346.06
21	8771.88	4676.05
22	8774.43	5006.06
23	8634.98	5336.65
24	8657.33	5666.64
25	8045.33	5659.57
26	8040.97	5329.58
27	8038.42	4999.59
28	8035.86	4669.60
29	7613.29	4338.26
30	7833.29	4338.34
31	8093.29	4338.43
32	8133.29	4338.51
33	8366.06	4338.60

LEGEND

- BENCH MARK
- COORDINATE POINT
- CONCRETE MONUMENT
- EASEMENT LINE
- RIGHT OF WAY LINE
- CONDO BOUNDARY LINE
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT

SITE BENCH MARK ELEV. - 793.17 - NGV DATUM
NORTHEAST FLANGE BOLT ON HYDRANT ON EAST SIDE OF VAN BRUGGEN STREET AT THE LINE BETWEEN UNITS 20 AND 21.

SCALE 1"=100'

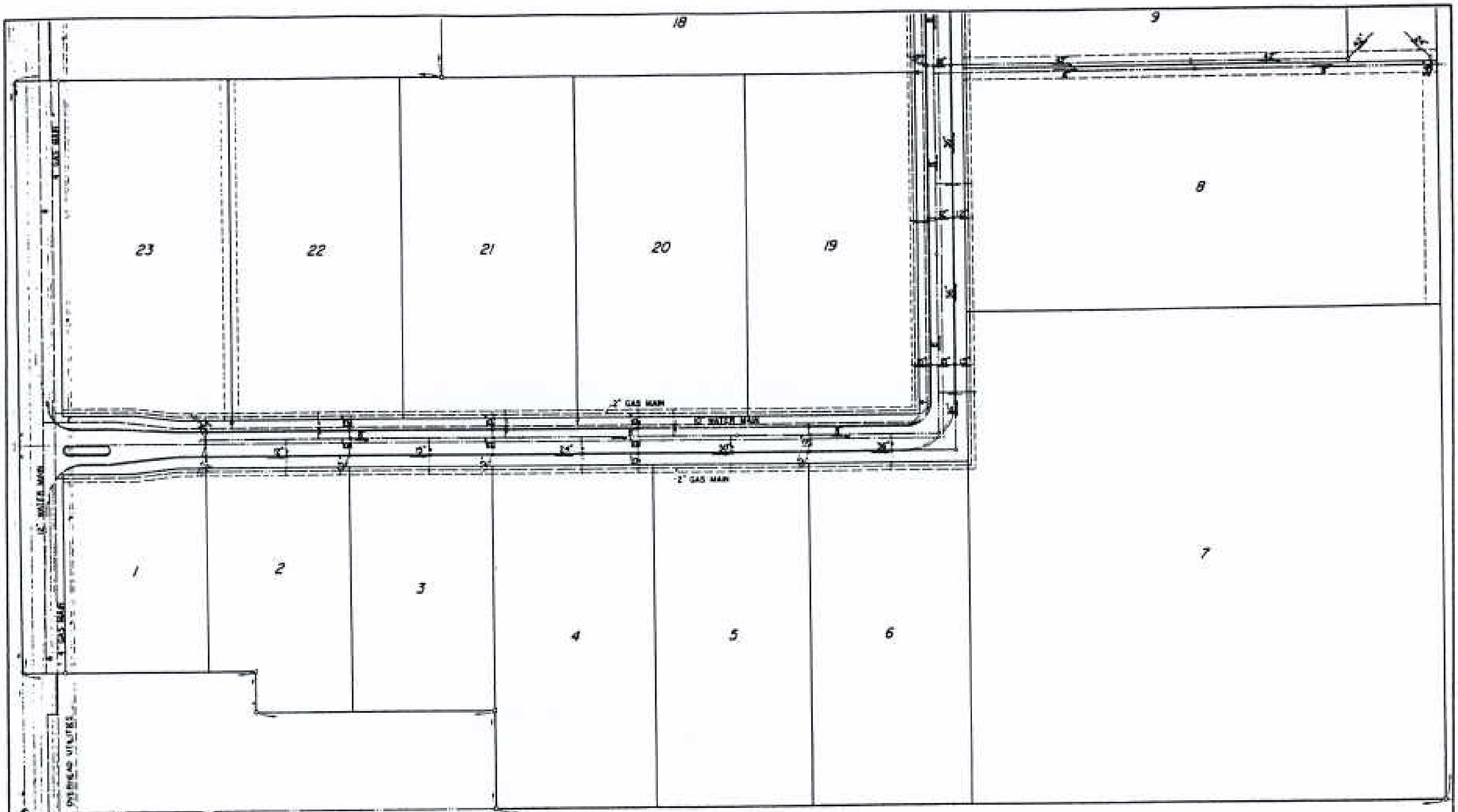
AS PROPOSED: JANUARY 23, 1998 FEBRUARY 27, 1998

UTILITY SURVEY & SITE PLAN

COMSTOCK COMMERCE PARK

SHEET 2 OF 6

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & INTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
TP	TELEPHONE CABLE	AMERITECH
TV	TELEVISION CABLE	CABLEVISION OF MICHIGAN
EL	ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N — SCALE 1"=60'

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS ALL SHARE COMMON TRENCHS AND THEREFORE ARE 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 IMPROVEMENTS SHOWN OR REFERENCED ON THIS SHEET "NEED NOT BE BUILT".
4. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   - A. SANITARY LEADS - 6"
   - B. HYDRANT LEADS - 6"
   - C. WATER SERVICES - 1" - 8"
   - D. GAS SERVICES - 3/4" - 2"

SCALE 1"=60'

AS PROPOSED, FEBRUARY 27,

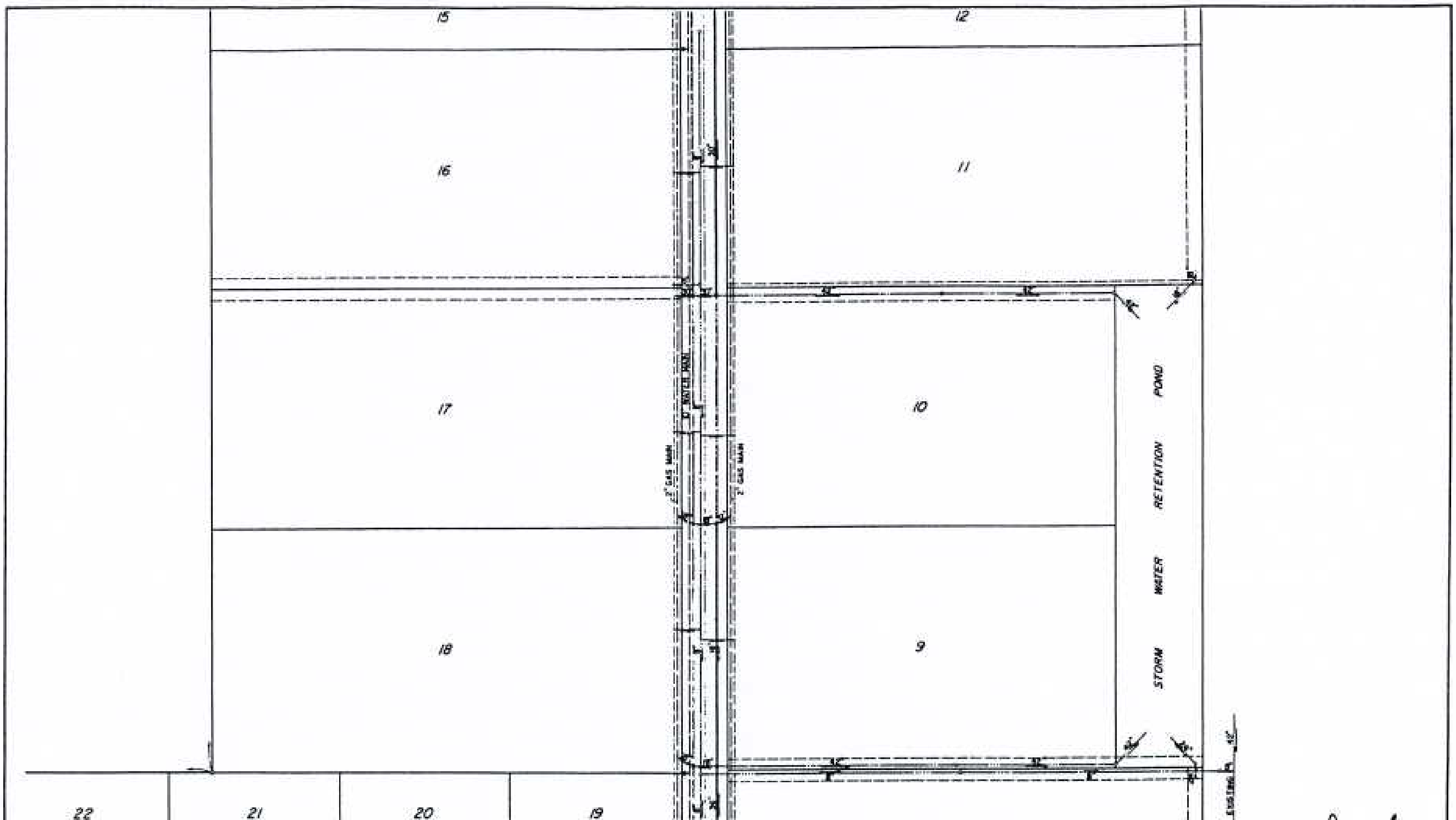
UTILITY PLAN

COMSTOCK COMMERCE PARK

STATE OF MICHIGAN · THOMAS R. CHETTLEBURGH · LAND SURVEYOR · REGISTERED LAND SURVEYOR

SHEET 3 OF 6

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & INTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
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TV	TELEVISION CABLE	CABLEVISION OF MICHIGAN
EL	ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N — SCALE 1"=60'

GENERAL NOTES

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   - B. HYDRANT LEADS - 6"
   - C. WATER SERVICES - 1" - 8"
   - D. GAS SERVICES - 3/8" - 2"

SCALE: 1"=60'

0 10 25 50 75 100 150 200

AS PROPOSED, FEBRUARY 27, 1998

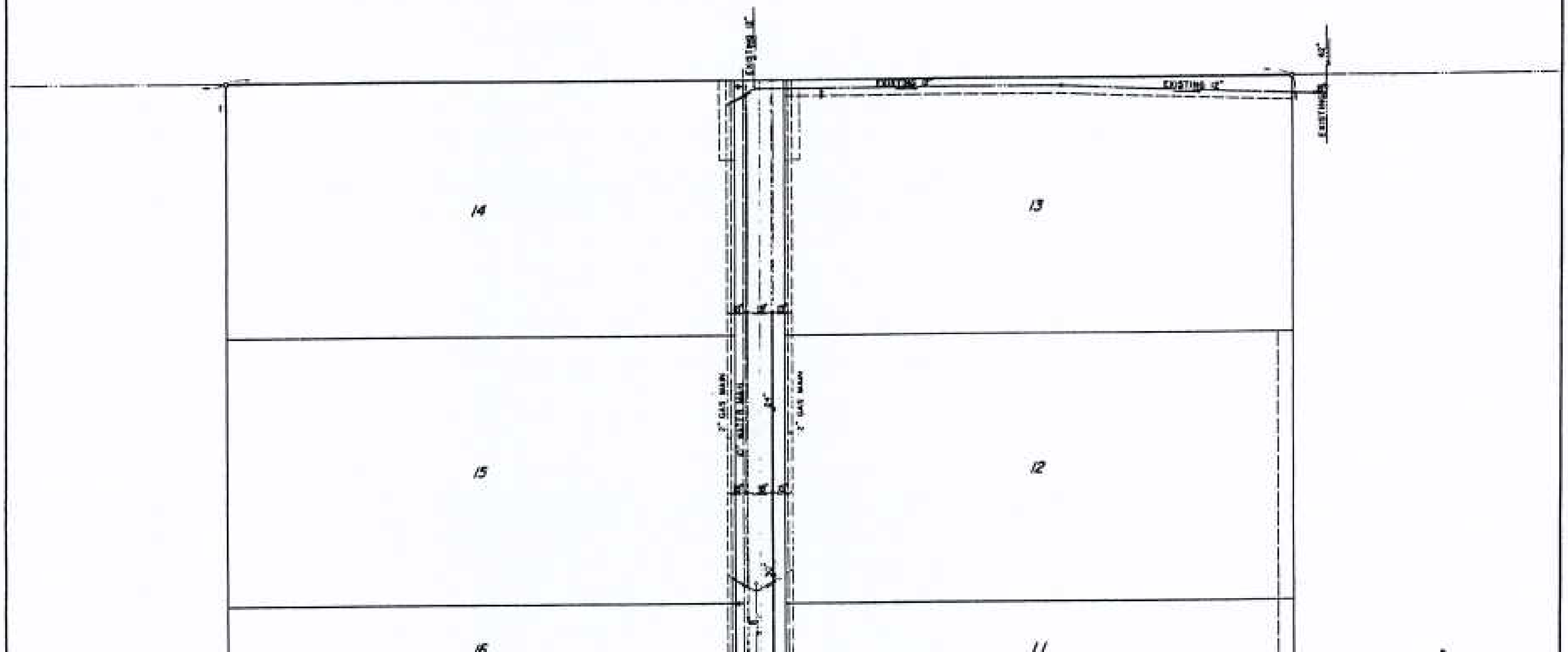
STATE OF MICHIGAN · THOMAS W. CHETTLEBURGH · LAND SURVEYOR NO. 18994 · REGISTERED LAND SURVEYOR

SHEET: 4 OF 6

COMSTOCK COMMERCE PARK

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS

Job No. 96-17-02



LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & INTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
——TP——	TELEPHONE CABLE	AMERITECH
——TV——	TELEVISION CABLE	CABLEVISION OF MICHIGAN
——EL——	ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N SCALE 1"=60'

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS ALL SHARE COMMON TRENCHES AND THEREFORE ARE 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 IMPROVEMENTS SHOWN OR REFERENCED ON THIS SHEET "NEED NOT BE BUILT".
4. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   A. SANITARY LEADS - 6"
   B. HYDRANT LEADS - 6"
   C. WATER SERVICES - 1" - 8"
   D. GAS SERVICES - 3/8" - 2"

SCALE 1"=60'
0 30 50 100 200
10 25 75 150

AS PROPOSED, FEBRUARY 27, 1998

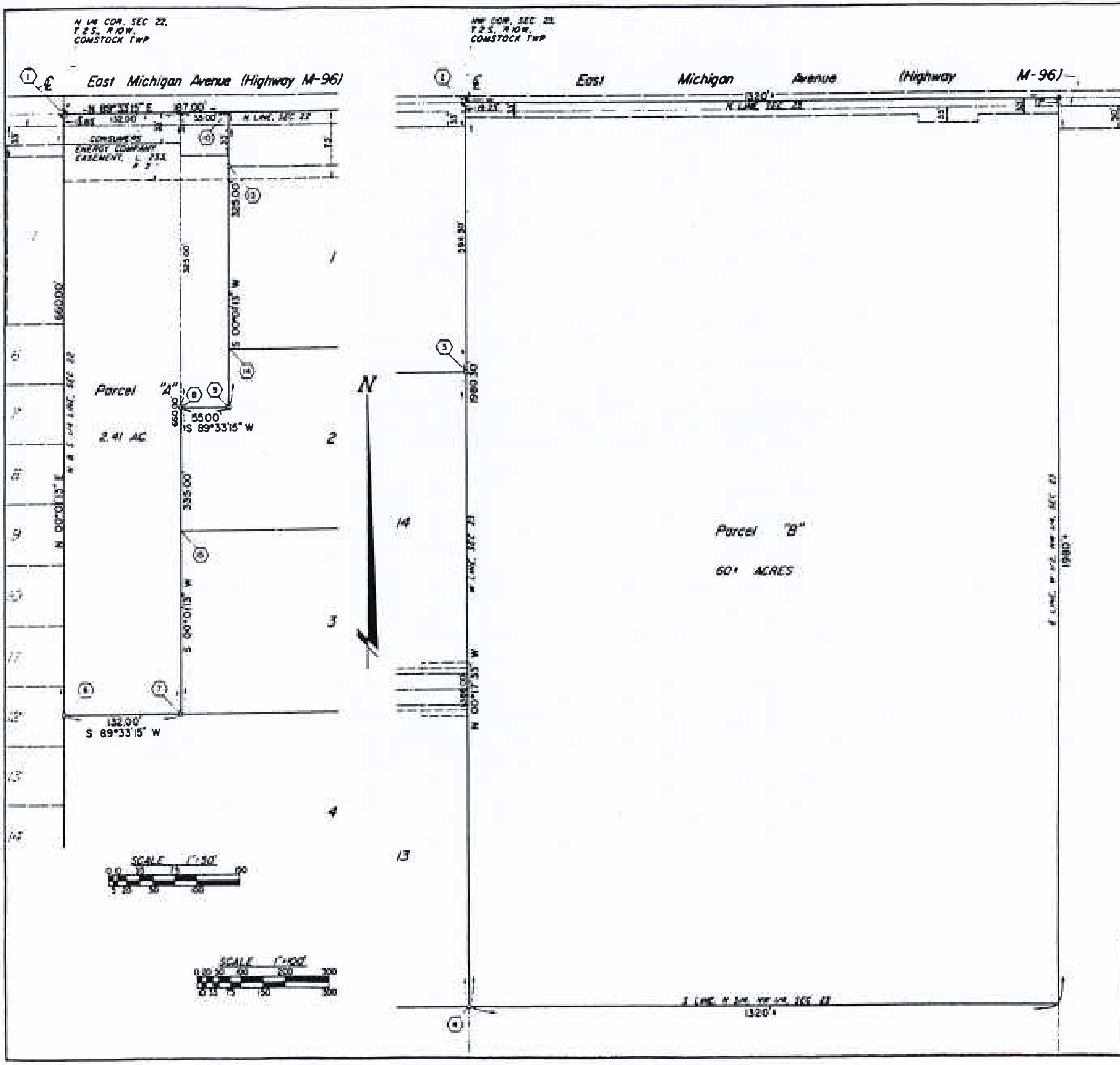
STATE OF MICHIGAN REGISTERED LAND SURVEYOR

SHEET 5 OF 6

UTILITY PLAN

COMSTOCK COMMERCE PARK

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



AREA OF FUTURE DEVELOPMENT

PARCEL "A"

THE WEST 132 FEET OF THE NORTH 660 FEET OF THE NORTHEAST 1/4 OF SECTION 22, AND THE EAST 33 FEET OF THE WEST 187 FEET OF THE NORTH 325 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN. SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 2.41 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

PARCEL "B"

THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN. SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 60 ACRES, MORE OR LESS, INCLUDING SAID HIGHWAY RIGHT OF WAY.

GENERAL NOTES

1. THE BEARING DATUM IS STATE HIGHWAY M - 96, M.D.O.T. RIGHT OF WAY MAP FOR KALAMAZOO COUNTY, FILE NO. 39 - R - 3, PAGE 69.

LEGEND

- (22) — COORDINATE POINT
- ▫ — CONCRETE MONUMENT
- — EASEMENT LINE
- — RIGHT OF WAY LINE
- — CONDOMINIUM BOUNDARY LINE
- — FUTURE DEVELOPMENT AREA BOUNDARY LINE

AS PROPOSED, JANUARY
FEBRUARY 27,

STATE OF MICHIGAN · THOMAS W. CHETTLEBURGH · LAND SURVEYOR NO. · REGISTERED LAND SURVEYOR

FUTURE DEVELOPMENT PLAN

COMSTOCK COMMERCE PARK

SHEET 6 OF 6

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS

LIBER 2063 PG0870

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD
'98 AUG 25 AM 8 37

CLERK - REGISTER

9
2

036864

MLC: mtd
7/23/98

SECOND AMENDMENT TO MASTER DEED

COMSTOCK COMMERCE PARK

CCP DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, being the Developer of COMSTOCK COMMERCE PARK, a Condominium Project established pursuant to the Master Deed thereof recorded on January 23, 1998 in Liber 1993, Page 950, et seq., and the First Amendment to Master Deed recorded on March 25, 1998 in Liber 2011, Page 0090, Kalamazoo County Records, pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, hereby amends the Master Deed as set forth below, for the purpose of amending Article VI of the Master Deed to delete some of the expansion area as described in the originally recorded Master Deed. In accordance with Article X of the Master Deed, this Amendment is made without the consent of any co-owner or mortgagee.

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

1. Article VI of the Master Deed, entitled "Expansion of Condominium" is amended to delete "Parcel B" therefrom. As a result, the "Future Development" area of the project consists solely of "Parcel A" as described in the originally recorded Master Deed.

2. In all other respects, other than as herein indicated, the original Master Deed of COMSTOCK COMMERCE PARK, as amended by the First Amendment thereto, is ratified, confirmed and re-declared.

IN WITNESS WHEREOF, this Second Amendment to the Master Deed of COMSTOCK COMMERCE PARK has been executed on the 28 day of July, 1998.

WITNESSES:

NEAL J. SCHOLTEN

PATTY WHITNEY

CCP DEVELOPMENT COMPANY, L.L.C.

By: ______________________
DONALD F. WATTS

By: ______________________
JEFFREY BALKEMA

Its: Managers

KA 509574

STATE OF MICHIGAN)
)SS.
COUNTY OF KALAMAZOO)

LIBER 2063 PG0871

On this 28th day of July, 1998, before me personally appeared Donald Watts and Jeffrey Belkema to me personally known, who being by me sworn, said that they are the Managers of CCP Development Company, L.L.C. (the "Company"), who executed this instrument; that this instrument was signed on behalf of the Company by authority of its Managers and that this instrument is acknowledged as the free act and deed of the Company.

Joyce I. Watts

JOYCE I. WATTS
NOTARY PUBLIC - KALAMAZOO COUNTY, MI
MY COMMISSION EXP. 10/03/2001

Notary Public
Kalamazoo County, Michigan
My commission expires: ______________

This instrument drafted by:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
P.O. Box 50231
Kalamazoo, MI 49005-0231
(616) 552-3400

402\ccp\2nd amendment

1999-042979
Page: 1 of 5
09/22/1999 02:46P
COOPER MARTIN CHOJNO AMND-Kalamazoo

MLC: mtd
8/25/99

THIRD AMENDMENT TO MASTER DEED

COMSTOCK COMMERCE PARK

CCP DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, being the Developer of COMSTOCK COMMERCE PARK, a Condominium Project established pursuant to the Master Deed thereof recorded on January 23, 1998 in Liber 1993, Pages 950 through 0988, the First Amendment to Master Deed recorded on March 25, 1998 in Liber 2011, Page 0090, and the Second Amendment to Master Deed recorded on August 25, 1998 in Liber 2063, Page 870, Kalamazoo County Records, pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, hereby amends the Master Deed as set forth below, for the purpose of amending the dimensions of Unit 1 of the Project. In accordance with Articles V and X of the Master Deed, this Amendment is made without the consent of any co-owner or mortgagee.

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

1. New and supplemental Sheets 1, 2 and 3 of Exhibit "B" to the Master Deed, being the condominium subdivision plan of COMSTOCK COMMERCE PARK, are attached hereto, and shall replace and supersede the previously recorded Sheets 1, 2 and 3, which previously recorded sheets shall be of no further force or effect.

2. In all other respects, other than as herein indicated, the original Master Deed of COMSTOCK COMMERCE PARK, as amended by the First and Second Amendments thereto, is ratified, confirmed and re-declared.

IN WITNESS WHEREOF, this Third Amendment to the Master Deed of COMSTOCK COMMERCE PARK has been executed on the 10th day of September, 1999.

WITNESSES:

Gregory P. Watts

Joyce I. Watts

CCP DEVELOPMENT COMPANY, L.L.C.

By: Donald F. Watts

By: Jeffrey Balkema

Its: Managers

STATE OF MICHIGAN)
)SS.
COUNTY OF KALAMAZOO)

On this 10th day of September, 1999, before me personally appeared Donald F. Watts and Jeffrey Balkema, to me personally known, who being by me sworn, said that they are the Managers of CCP Development Company, L.L.C. (the "Company"), who executed this instrument; that this instrument was signed on behalf of the Company by authority of its Managers and that this instrument is acknowledged as the free act and deed of the Company.

Joyce I Watts

Notary Public
Kalamazoo County, Michigan
My commission expires: ______________

JOYCE I. WATTS
NOTARY PUBLIC - KALAMAZOO COUNTY, MI
MY COMMISSION EXP. 10/03/2001

This instrument drafted by:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
P.O. Box 50231
Kalamazoo, MI 49005-0231
(616) 552-3400

1999-042979
Page: 2 of 5
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COOPER MARTIN CHOJNO AMND-Kalamazoo

402\ccp\3rd amendment

1999-042979
Page: 3 of 5
09/22/1999 02:45P
COOPER MARTIN CHOJNO AMND-Kalamazoo

REPLAT NO. 2 OF
KALAMAZOO COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 96

EXHIBIT B TO THE MASTER DEED OF

COMSTOCK COMMERCE PARK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:
CCP DEVELOPMENT COMPANY, L.L.C.
2571 HUNTERS HILL
KALAMAZOO, MICHIGAN 49004

SURVEYOR:
CHETTLEBURGH & ASSOCIATES
5555 HALL STREET, SE
GRAND RAPIDS, MICHIGAN 49546

ATTENTION: COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 1.

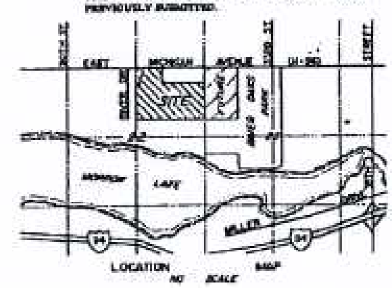
INDEX OF SHEETS

- * 1. TITLE SHEET
- * 2. SURVEY, SITE & UTILITY PLAN
- * 3. UTILITY PLAN
- 4. UTILITY PLAN
- 5. UTILITY PLAN
- 6. FUTURE DEVELOPMENT PLAN

LEGAL DESCRIPTION

THAT PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S 00°17'22"E ALONG THE EAST LINE OF SAID SECTION 394.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°17'22"E ALONG SAID EAST LINE 1366.00 FEET TO THE SOUTH LINE OF SAID NORTH 3/4; THENCE S 89°33'28"W ALONG SAID SOUTH LINE 1653.96 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 22 AND THE EAST LINE OF "ROSEMONT PARK", AS RECORDED IN LIBER 11 OF PLATS ON PAGE 7; THENCE N 00°01'13"E ALONG SAID LINES 1320.22 FEET TO A POINT THAT IS S 00°01'13"W 660.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE N 89°33'15"E PARALLEL WITH THE NORTH LINE OF SAID SECTION 132.00 FEET; THENCE N 00°01'13"E 335.00 FEET; THENCE N 89°33'15"E 55.00 FEET; THENCE N 00°01'13"E 325.00 FEET TO SAID NORTH LINE; THENCE N 89°33'15"E ALONG SAID NORTH LINE 806.00 FEET; THENCE S 00°01'13"W 394.33 FEET; THENCE N 89°33'28"E 1651.20 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 92.48 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

NOTE: THE ASTERISK (*), AS SHOWN ON THE SHEET INDEX, INDICATES AMENDED SHEETS, WHICH ARE REVISED DATED AUGUST 16, 1999. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.



SURVEYOR'S CERTIFICATE

I, THOMAS W. CHETTLEBURGH, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 96, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

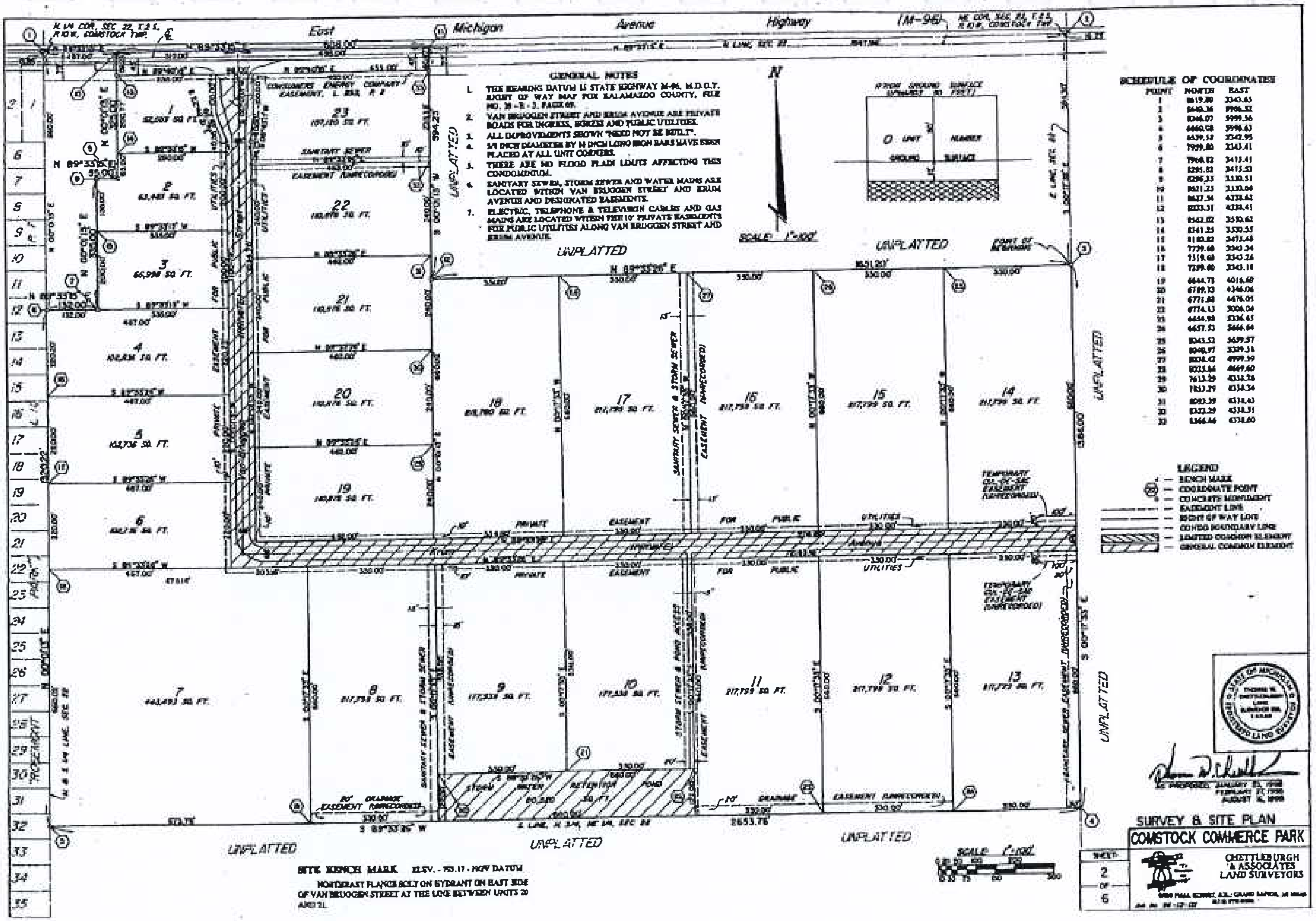
THOMAS W. CHETTLEBURGH
PROFESSIONAL SURVEYOR NO. 18654
CHETTLEBURGH & ASSOCIATES
5555 HALL STREET, SE
GRAND RAPIDS, MICHIGAN 49546

AS PROPOSED, JANUARY 21, 1998
FEBRUARY 27, 1998
AUGUST 16, 1999

STATE OF MICHIGAN
THOMAS W. CHETTLEBURGH
LAND SURVEYOR
REGISTERED LAND SURVEYOR

SHEET 1 OF 6

CHETTLEBURGH & ASSOCIATES
LAND SURVEYORS
5555 HALL STREET S.E., GRAND RAPIDS, MI 49546



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Page: 4 of 5
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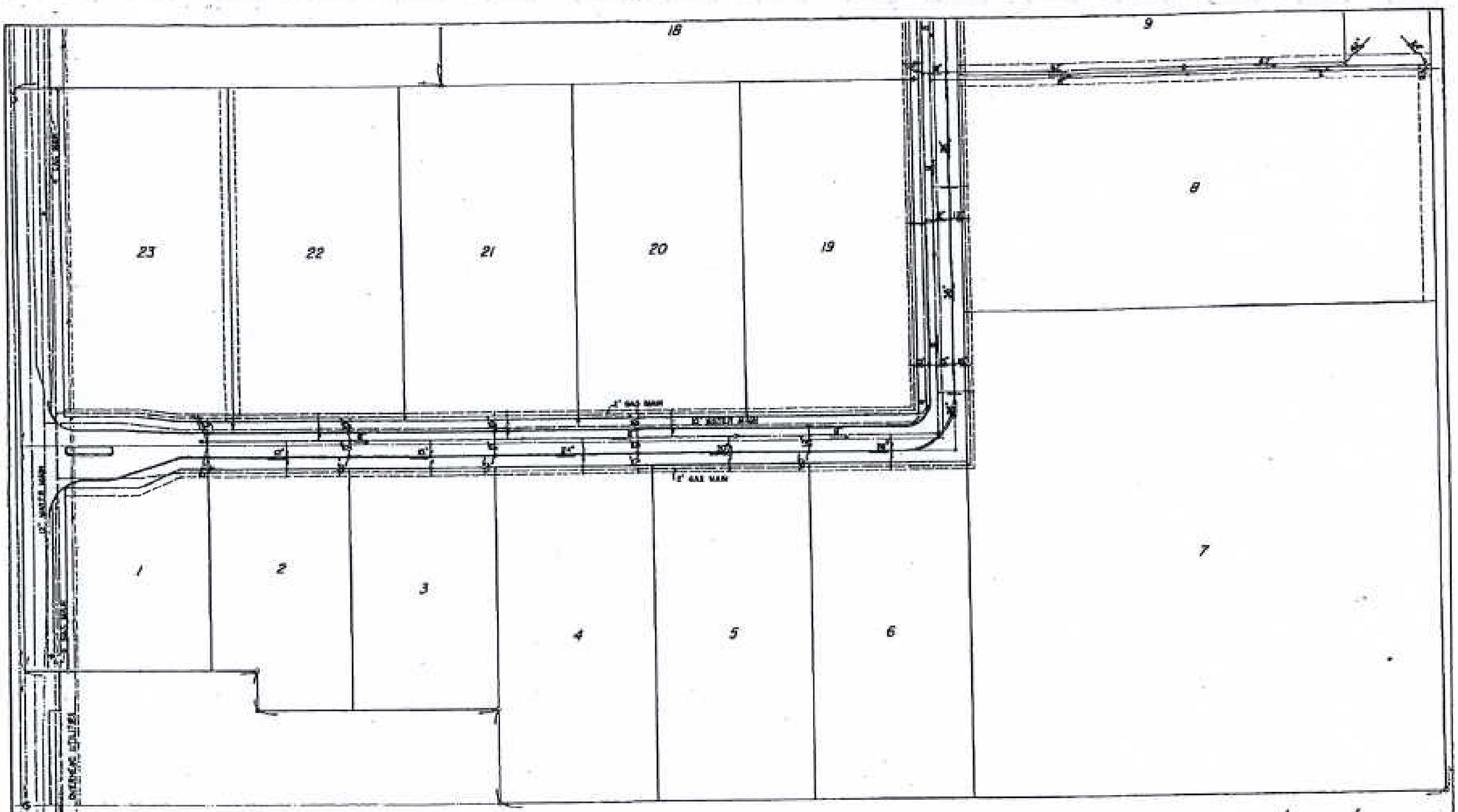
COOPER MARTIN CHOJNO AMND-Kalamazoo

Sent by: Cooper,Martin,Chojnowski&Beck 616 381 5453; 02/27/01 9:23AM;Jetfax_#729;Page 7/8



LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & INTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
TP	TELEPHONE CABLE	AMERITECH
TV	TELEVISION CABLE	CABLEVISION OF MICHIGAN
EL	ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N — SCALE: 1"=60'

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS ALL SHARE COMMON TRENCHES AND THEREFORE ARE 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 IMPROVEMENTS SHOWN OR REFERENCED ON THIS SHEET "NEED NOT BE BUILT".
4. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   A. SANITARY LEADS - 6"
   B. HYDRANT LEADS - 6"
   C. WATER SERVICES - 1" - 2"
   D. GAS SERVICES - 3/4" - 1"

SCALE: 1"=60'

AS PROPOSED, FEBRUARY 21, 1999
AUGUST 16, 1999

UTILITY PLAN

COMSTOCK COMMERCE PARK

SHEET 3 OF 6

CHITTLEBURGH & ASSOCIATES LAND SURVEYORS

2000-010566
Page: 1 of 10
03/28/2000 02:46P
COOPER MARTIN AMND-Kalamazoo

Cert 175614
10
07-22-230-030
07-22-205-080

MLC: mtd
3/27/00

FOURTH AMENDMENT TO MASTER DEED

COMSTOCK COMMERCE PARK

CCP DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, being the Developer of COMSTOCK COMMERCE PARK, a Condominium Project established pursuant to the Master Deed thereof recorded on January 23, 1998 in Liber 1993, Pages 950 through 0988, the First Amendment to Master Deed recorded on March 25, 1998 in Liber 2011, Page 0090, the Second Amendment to Master Deed recorded on August 25, 1998 in Liber 2063, Page 870, and the Third Amendment to Master Deed recorded on September 22, 1999, in Docket No. 1999-042979, Kalamazoo County Records, pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, hereby amends the Master Deed as set forth below, for the purpose of reconfiguring Units 16 and 17, to create new Units 24, 25, 26 and 27, and to expand the size of Units 14, 15, and 18. In accordance with Articles V, VI and X of the Master Deed, this Amendment is made without the consent of any co-owner or mortgagee.

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

1. New and supplemental Sheets 1, 2, 3, 4, 5, and 6 of Exhibit "B" to the Master Deed, being the condominium subdivision plan of COMSTOCK COMMERCE PARK, are attached hereto, and shall replace and supersede the previously recorded Sheets 1, 2, 3, 4, 5, and 6, which previously recorded sheets shall be of no further force or effect.

2. First Amended Article II of the Master Deed of COMSTOCK COMMERCE PARK, as set forth below, shall replace and supersede Article II of the Master Deed as previously recorded, and the previously recorded Article II shall be of no force or effect.

FIRST AMENDED ARTICLE II
OF THE MASTER DEED
OF COMSTOCK COMMERCE PARK

LEGAL DESCRIPTION

The land which is submitted to the condominium Project established by this Master Deed is located in the Township of Comstock, Kalamazoo County, Michigan, and is described as follows:

01-22-205-055
01-22-205-060
01-22-230-015

That part of the North ¾ of the Northeast ¼ of Section 22, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, described as: Commencing at the Northeast corner of said Section 22; thence S 00°17'33" E along the East line of said Section 534.30 feet to the Point of Beginning of this description; thence S 00°17'33" E along said East line 1446.00 feet to the South line of said North ¾; thence S 89°33'26" W along said South line 2653.76 feet to the North and South ¼ line of said Section 22 and the East line of "Rosemont Park", as recorded in Liber 11 of Plats on Page 7; thence N 00°01'13" E along said lines 1320.22 feet to a point that is S 00°01'13" W 660.00 feet from the North ¼ corner of said Section 22; thence N 89°33'15" E parallel with the North line of said Section 132.00 feet; thence N 00°01'13" E 335.00 feet; thence N 89°33'15" E 55.00 feet; thence N 00°01'13" E 325.00 feet to said North line; thence N 89°33'15" E along said North line 808.00 feet; thence S 00°01'13" W 534.25 feet; thence N 89°33'26" E 1650.87 feet to the point of beginning, subject to any portion taken, used or deeded for highway purposes.

mp

3. First Amended Article VI of the Master Deed of COMSTOCK COMMERCE PARK, as set forth below, shall replace and supersede Article VI of the Master Deed as previously recorded, and the previously recorded Article VI shall be of no force or effect.

FIRST AMENDED ARTICLE VI
OF THE MASTER DEED
OF COMSTOCK COMMERCE PARK

01-22-230-030
01-22-205-080

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this initial Master Deed may be extended beyond the first stage described herein to contain in its entirety no more than fifty (50) Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

That part of the North ¾ of the Northeast ¼ of Section 22, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, described as: Commencing at the Northeast corner of said Section 22; thence S 00°17'33" E along the East line of said Section 330.00 feet to the Point of Beginning of this description; thence S 00°17'33" E along said East line 204.30 feet; thence S 89°33'26" W 1650.87 feet; thence N 00°01'13" E 534.25 feet to the North line of said Section 22; thence N 89°33'15" E along said North line 161.48

mp

> feet; thence S 00°08'10" E 313.20 feet; thence N 89°40'15" E 165.00 feet to the West line of the East ½ of said Northeast ¼; thence N 00°08'10" W along said West line 313.54 feet to the North line of said Section 22; thence N 89°33'15" E along said North line 356.48 feet; thence S 00°17'33" E 264.00 feet; thence N 89°33'15" E 540.00 feet; thence S 00°17'33" E 66.00 feet; thence N 89°33'15" E 425.00 feet to the point of beginning, subject to any portion taken, used or deeded for highway purposes

(hereinafter referred to as "Future Development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors, legal representatives or assigns, from time to time, be increased by the addition of Units within any portion or all of the future development. The size and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole judgment, although the total number of Units shall not exceed fifty (50). Such increases 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, legal representatives or assigns and in which the percentages of value set forth in Article V hereof shall be proportionally adjusted 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 made within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment. In addition, 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 Development. All of the Co-owners and mortgages 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. All such interested persons irrevocably appoint Developer and its assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer (or its assigns) may, in its discretion, establish all or a portion of such Future Development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area for Future Development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

4. In all other respects, other than as herein indicated, the original Master Deed of COMSTOCK COMMERCE PARK, as amended by the First, Second, and Third Amendments thereto, is ratified, confirmed and re-declared.

IN WITNESS WHEREOF, this Fourth Amendment to the Master Deed of COMSTOCK COMMERCE PARK has been executed on the 28th day of March, 2000.

WITNESSES:	CCP DEVELOPMENT COMPANY, L.L.C.
Mary G Fuce	By: Donald F. Watts
Michelle T. Dratt	By: Daniel Balkema
	Its: Managers

STATE OF MICHIGAN)
)SS.
COUNTY OF KALAMAZOO)

On this 28th day of March, 2000, before me personally appeared Donald F. Watts and Daniel Balkema, to me personally known, who being by me sworn, said that they are the Managers of CCP Development Company, L.L.C. (the "Company"), who executed this instrument; that this instrument was signed on behalf of the Company by authority of its Managers and that this instrument is acknowledged as the free act and deed of the Company.

Michelle T. Dratt
Notary Public
Kalamazoo County, Michigan
My commission expires: 9-30-03

This instrument drafted by:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, MI 49007
(616) 552-3400
402\ccp\4th amendment

REPLAT NO. 3 OF
KALAMAZOO COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 96

EXHIBIT B TO THE MASTER DEED OF

COMSTOCK COMMERCE PARK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:	SURVEYOR:
CCP DEVELOPMENT COMPANY, L.L.C. 192 VAN BRUGGEN STREET GALESBURG, MICHIGAN 49053	CHETTLEBURGH & ASSOCIATES 1680 EAST PARIS AVENUE, SE GRAND RAPIDS, MICHIGAN 49546

2000-010566
Page: 5 of 10
03/28/2000 02:46P
COOPER MARTIN AMND-Kalamazoo

ATTENTION: COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 1.

INDEX OF SHEETS

NOTE: THE ASTERISK (*), AS SHOWN ON THE SHEET INDEX, INDICATES AMENDED SHEETS, WHICH ARE REVISED DATED MARCH 21, 2000. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.

LEGAL DESCRIPTION

THAT PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S 00°17'33"E ALONG THE EAST LINE OF SAID SECTION 534.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°17'33"E ALONG SAID EAST LINE 1459.76 FEET TO THE SOUTH LINE OF SAID NORTH 3/4; THENCE S 89°33'26"W ALONG SAID SOUTH LINE 2653.76 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 22 AND THE EAST LINE OF "ROSEMONT PARK", AS RECORDED IN LIBER 11 OF PLATS ON PAGE 7; THENCE N 00°01'13"E ALONG SAID LINES 1320.22 FEET TO A POINT THAT IS S 00°01'13"W 660.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE N 89°33'15"E PARALLEL WITH THE NORTH LINE OF SAID SECTION 132.00 FEET; THENCE N 00°01'13"E 335.00 FEET; THENCE N 89°33'15"E 35.00 FEET; THENCE N 00°01'13"E 325.00 FEET TO SAID NORTH LINE; THENCE N 89°33'15"E ALONG SAID NORTH LINE 808.00 FEET; THENCE S 00°01'13"W 534.25 FEET; THENCE N 89°33'08"E 1650.87 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 97.75 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

SURVEYOR'S CERTIFICATE

I, THOMAS W. CHETTLEBURGH, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

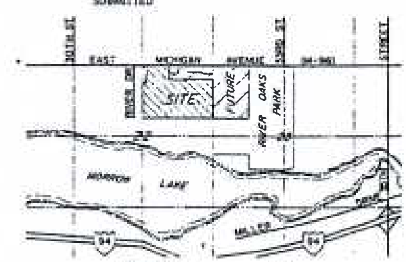
THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 96, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THOMAS W. CHETTLEBURGH
PROFESSIONAL SURVEYOR NO. 16038
CHETTLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE, SE
GRAND RAPIDS, MICHIGAN 49546



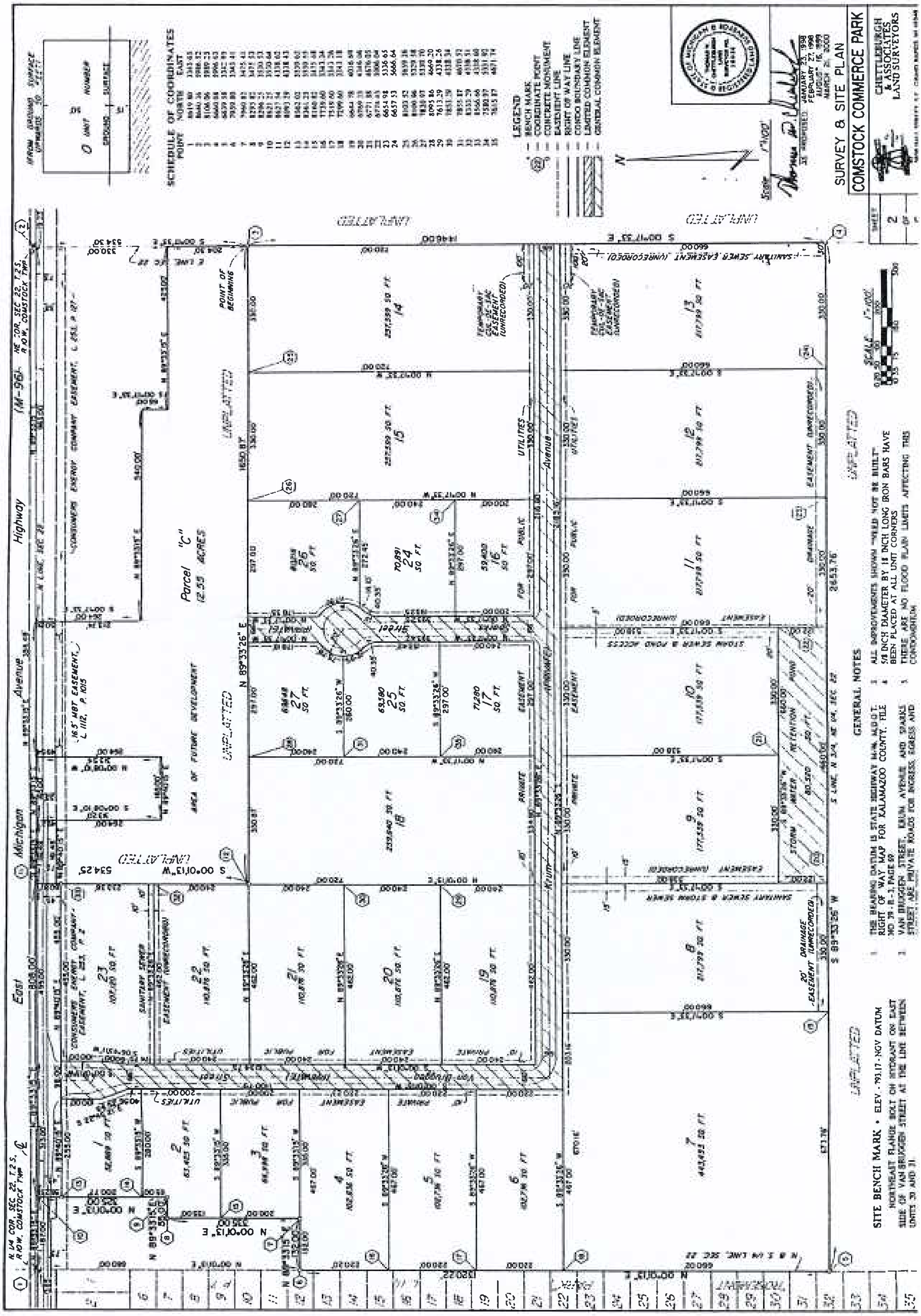
LOCATION MAP
NO SCALE

AS PROPOSED, JANUARY 23, 1998
FEBRUARY 27, 1998
AUGUST 16, 1999
MARCH 21, 2000

TITLE SHEET

SHEET 1 OF 6

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



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Page: 6 of 10
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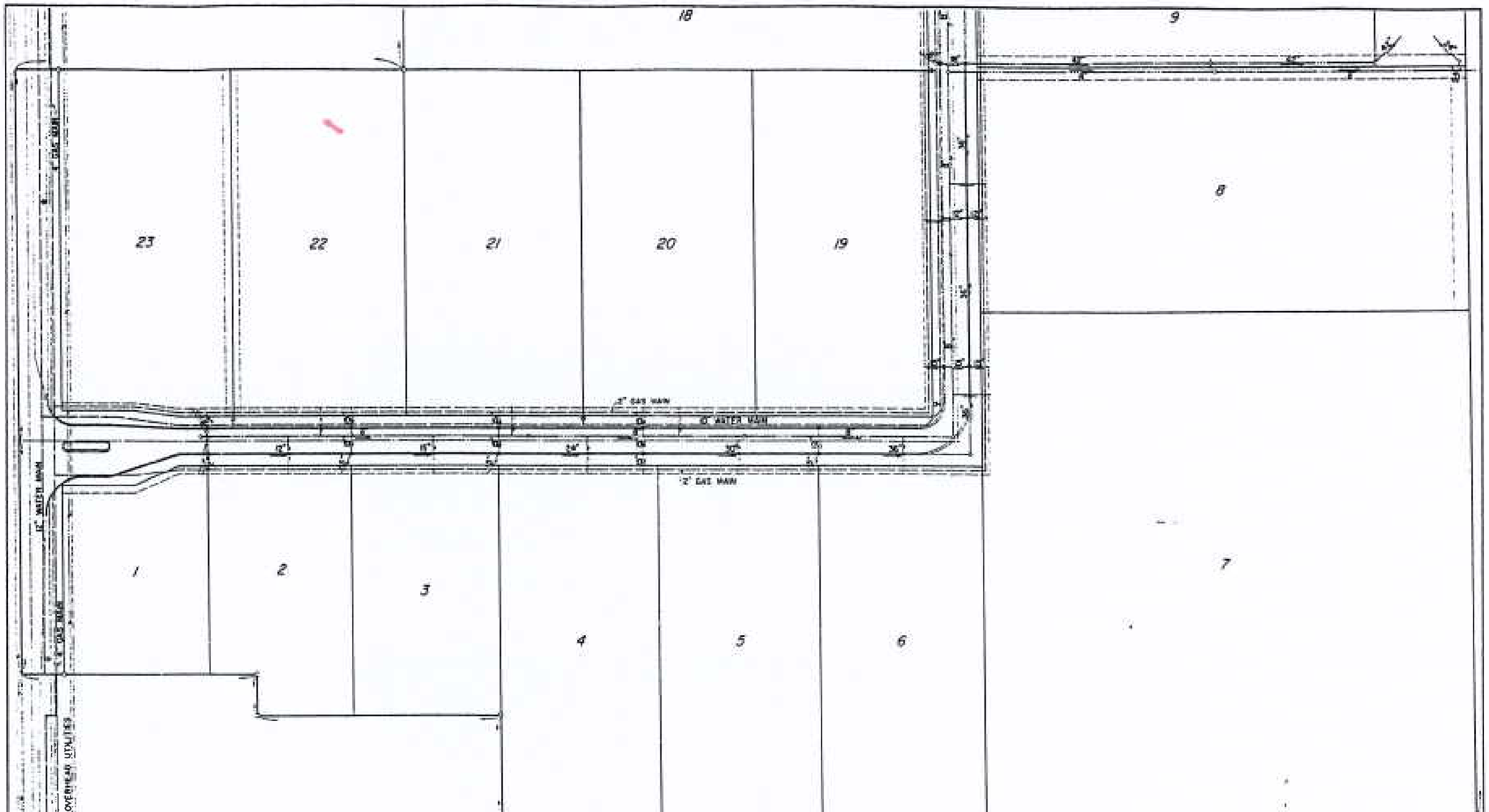
COOPER MARTIN AMND-Kalamazoo



LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & INTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
TP	TELEPHONE CABLE	AMERITECH
TV	TELEVISION CABLE	CABLEVISION OF MICHIGAN
EL	ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N — SCALE 1"=60'

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS ALL SHARE COMMON TRENCHES AND THEREFORE ARE 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 IMPROVEMENTS SHOWN OR REFERENCED ON THIS SHEET "NEED NOT BE BUILT".
4. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   A. SANITARY LEADS - 6"
   B. HYDRANT LEADS - 6"
   C. WATER SERVICES - 1" - 8"
   D. GAS SERVICES - [illegible]

SCALE 1"=60'
0 30 50 100 200

AS PROPOSED, FEBRUARY 27, 1999
AUGUST 16, 1999
MARCH 21, 2000

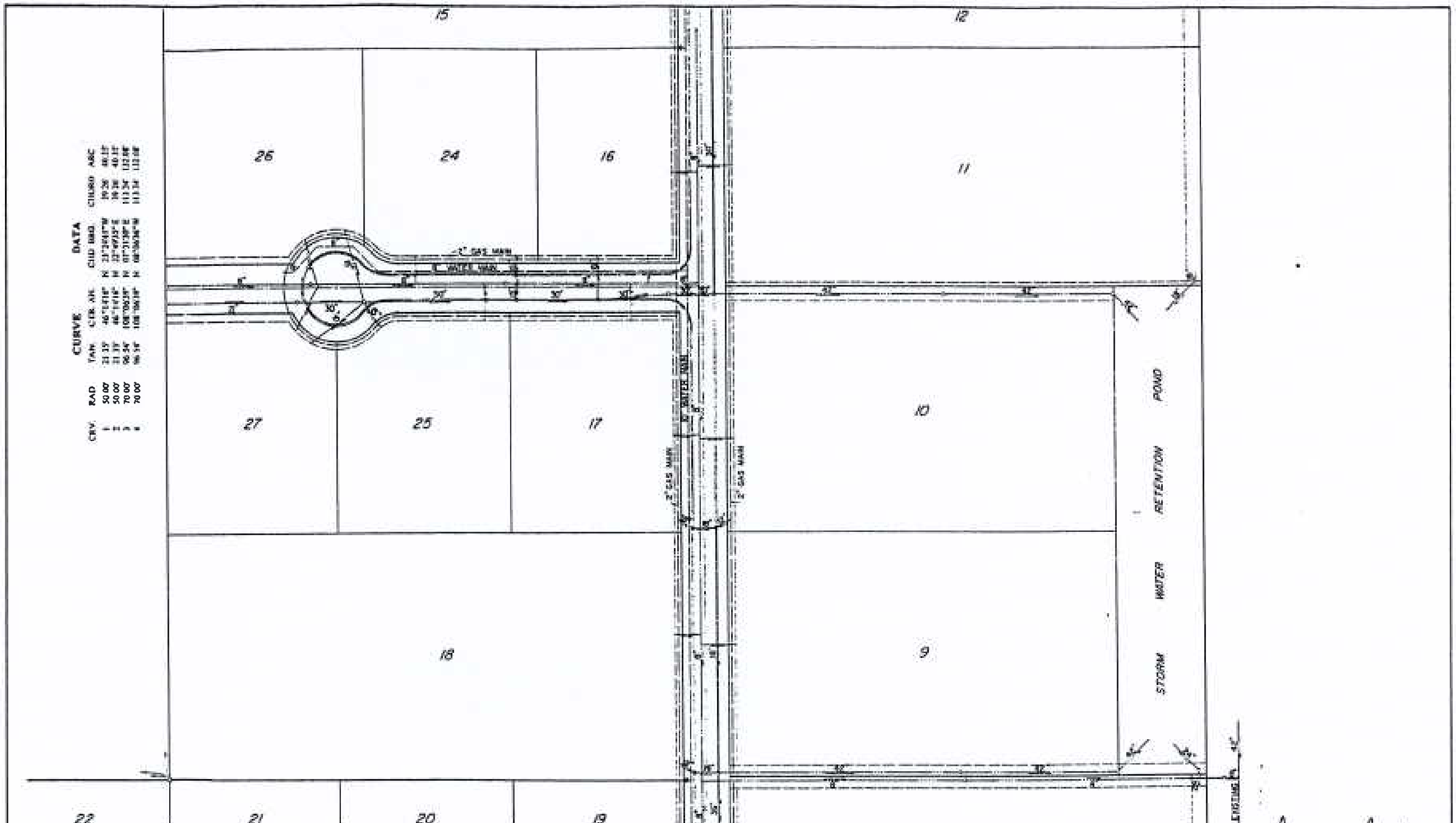
UTILITY PLAN

COMSTOCK COMMERCE PARK

STATE OF MICHIGAN • THOMAS W. CHETTLEBURGH • LAND SURVEYOR NO. 18934 • REGISTERED LAND SURVEYOR

SHEET 3 OF

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



CURVE DATA

CRV.	RAD	TAN	CTR. AN.	CHD BRG.	CHORD	ARC
1	50.00'	21.37'	46°14'16"	N 23°26'41"W	39.28'	40.35'
2	50.00'	21.37'	46°14'16"	N 22°49'25"E	39.28'	40.35'
3	70.00'	96.54'	108°06'38"	N 07°31'38"W	113.34'	132.08'
4	70.00'	96.54'	108°06'38"	N 08°06'36"W	113.34'	132.08'

LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & INTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
——TP——	TELEPHONE CABLE	AMERITECH
——TV——	TELEVISION CABLE	CABLEVISION OF MICHIGAN
——EL——	ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N — SCALE 1"=60'

GENERAL NOTES

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2. THE UTILITY INFORMATION SHOWN IS PER AVAILABLE RECORDS, AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
3. ALL IMPROVEMENTS SHOWN OR REFERENCED ON THIS SHEET "NEED NOT BE BUILT".
4. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   A. SANITARY LEADS - 6"
   B. HYDRANT LEADS - 6"
   C. WATER SERVICES - 1" - 8"
   D. GAS SERVICES - 5/8" - 2"

SCALE: 1"=60'
0 10 20 30 50 75 100 150 200

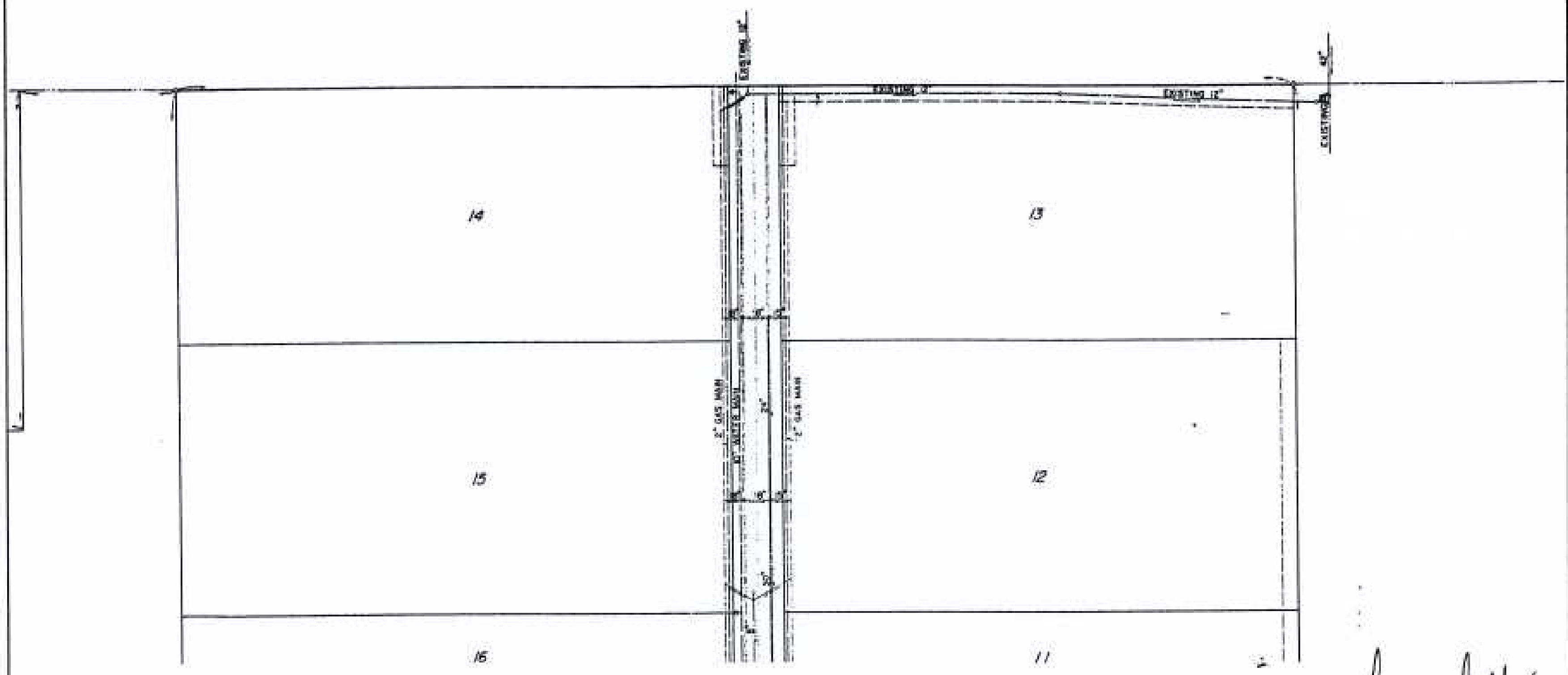
AS PROPOSED, FEBRUARY 27, 1998
MARCH 8, 2000

STATE OF MICHIGAN · THOMAS W. CHETTLEBURGH · LAND SURVEYOR · No. 18804 · REGISTERED LAND SURVEYOR

UTILITY PLAN
COMSTOCK COMMERCE PARK

SHEET 4 OF 6

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS



LEGEND

- HYDRANT
- MANHOLE
- GAS METER
- UTILITY POLE
- CATCH BASIN
- ELECTRIC METER
- TRANSFORMER PAD
- CONCRETE MONUMENT
- EASEMENT LINE
- EXTERIOR RIGHT OF WAY LINE
- CONDOMINIUM BOUNDARY LINE
- UNIT LINE & EXTERIOR R.O.W. LINE

UTILITY INFORMATION

SYMBOLS	UTILITY	SOURCE OF INFORMATION
TP	TELEPHONE CABLE	AMERITECH
TV	TELEVISION CABLE	CABLEVISION OF MICHIGAN
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	GAS MAIN	CONSUMERS ENERGY COMPANY
	WATER MAIN	CITY OF KALAMAZOO
	STORM SEWER	VANDER HORST & ASSOCIATES
	SANITARY SEWER	CITY OF KALAMAZOO

N — SCALE 1"=60'

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS ALL SHARE COMMON TRENCHS AND THEREFORE ARE 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 IMPROVEMENTS SHOWN OR REFERENCED ON THIS SHEET "NEED NOT BE BUILT".
4. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   - A. SANITARY LEADS - 6"
   - B. HYDRANT LEADS - 6"
   - C. WATER SERVICES - 1" - 8"
   - D. GAS SERVICES - 3/8" - 2"

SCALE 1"=60'
0 20 50 100 200
10 35 75 150

AS PROPOSED, FEBRUARY 27, 1998
MARCH 8, 2000

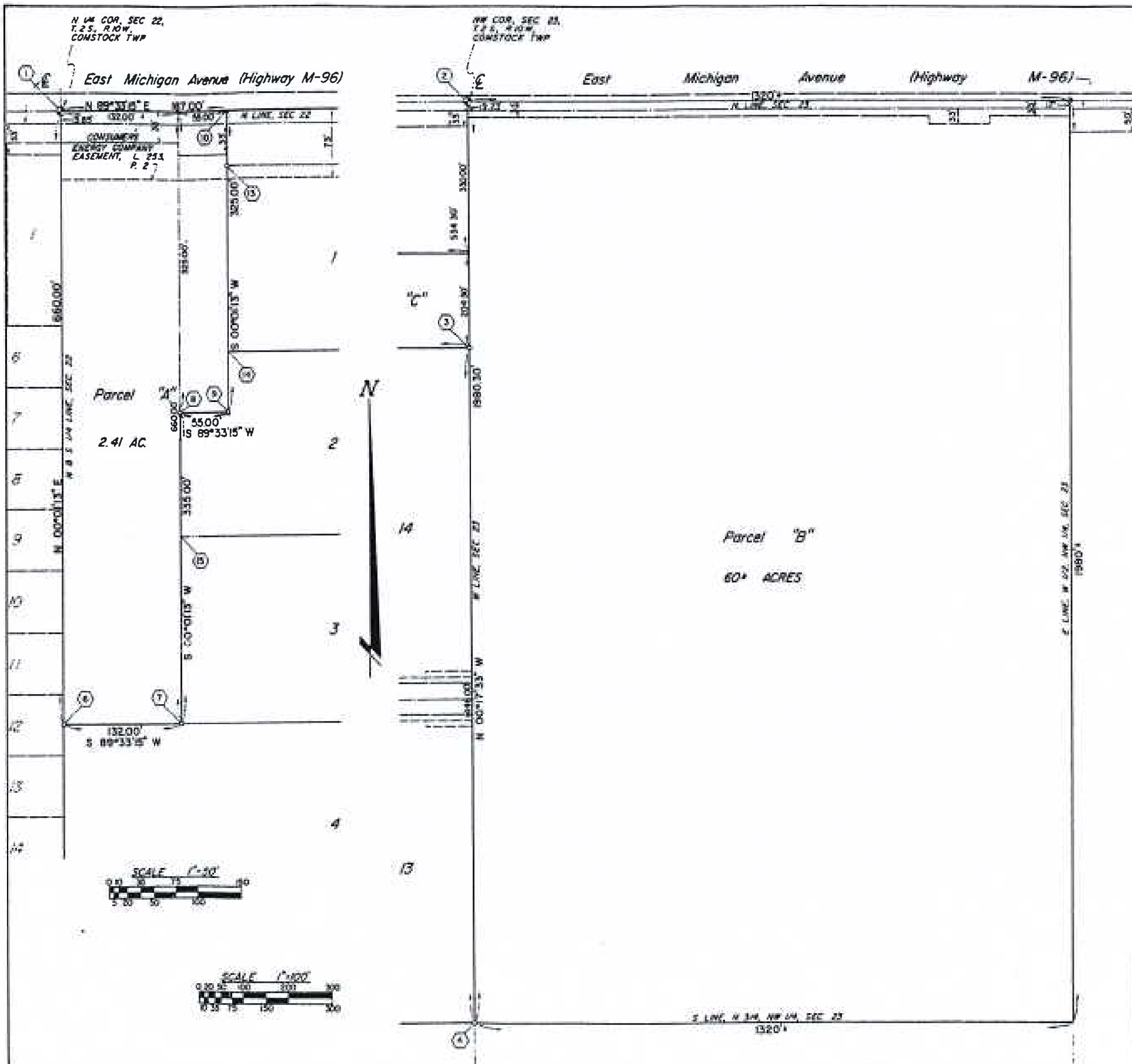
STATE OF MICHIGAN — THOMAS W. CHETTLEBURGH LAND SURVEYOR NO. 18636 — REGISTERED LAND SURVEYOR

UTILITY PLAN

COMSTOCK COMMERCE PARK

SHEET 5 OF 6

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS
3466 HALL STREET, S.E.; GRAND RAPIDS, MI 49546



AREA OF FUTURE DEVELOPMENT

PARCEL "A"

THE WEST 132 FEET OF THE NORTH 660 FEET OF THE NORTHEAST 1/4 OF SECTION 22, AND THE EAST 55 FEET OF THE WEST 187 FEET OF THE NORTH 325 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN. SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 2.41 ACRES, INCLUDING SAID HIGHWAY RIGHT OF WAY.

PARCEL "B"

THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN. SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 60 ACRES, MORE OR LESS, INCLUDING SAID HIGHWAY RIGHT OF WAY.

PARCEL "C"

THAT PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE S 00°17'33"E ALONG THE EAST LINE OF SAID SECTION 330.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 00°17'33"E ALONG SAID EAST LINE 204.30 FEET; THENCE S 89°13'26"W 1650.87 FEET; THENCE N 00°01'13"E 534.25 FEET TO THE NORTH LINE OF SAID SECTION 22; THENCE N 89°33'15"E ALONG SAID NORTH LINE 161.48 FEET; THENCE S 00°08'10"E 313.20 FEET; THENCE N 89°40'15"E 165.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID NORTHEAST 1/4; THENCE N 00°08'10"W ALONG SAID WEST LINE 313.54 FEET TO THE NORTH LINE OF SAID SECTION 22; THENCE N 89°33'15"E ALONG SAID NORTH LINE 356.48 FEET; THENCE S 00°17'33"E 264.00 FEET; THENCE N 89°33'15"E 540.00 FEET; THENCE S 00°17'33"E 66.00 FEET; THENCE N 89°33'15"E 425.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY PORTION TAKEN, USED OR DEEDED FOR HIGHWAY PURPOSES. THIS PARCEL CONTAINS 12.55 ACRES INCLUDING SAID HIGHWAY RIGHT OF WAY.

GENERAL NOTES

1. THE BEARING DATUM IS STATE HIGHWAY M-96, M.D.O.T. RIGHT OF WAY MAP FOR KALAMAZOO COUNTY, FILE NO. 39-B-1, PAGE 69

LEGEND

(22) — COORDINATE POINT
• — CONCRETE MONUMENT
— EASEMENT LINE
— RIGHT OF WAY LINE
— CONDOMINIUM BOUNDARY LINE
— FUTURE DEVELOPMENT AREA BOUNDARY LINE

AS PROPOSED, JANUARY 25, 1998
FEBRUARY 27, 1998
MARCH 21, 2000

STATE OF MICHIGAN · THOMAS W. CHETTLEBURGH · LAND SURVEYOR NO. 14614 · REGISTERED LAND SURVEYOR

SHEET 6 of 6

FUTURE DEVELOPMENT PLAN

COMSTOCK COMMERCE PARK

CHETTLEBURGH & ASSOCIATES LAND SURVEYORS
5658 HALL STREET S.E., GRAND RAPIDS, MI 49546

JOB No. 98-12-02

8

756-896

RECEIVED

MAR 1 8 1998

MICHIGAN DEPT. OF COMMERCE
CORPORATION & SECURITIES BUREAU

MLC:mtd
03/09/98

NON-PROFIT ARTICLES OF INCORPORATION

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

ARTICLE I

The name of the corporation is COMSTOCK COMMERCE PARK CONDOMINIUM ASSOCIATION.

FILED

MAR 1 9 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

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 Comstock Commerce Park (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 and casualty;

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

(f) To make and enforce reasonable regulations concerning the use and enjoyment of the 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 evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, security interest 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 the Condominium by the Condominium master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended;

(k) In general, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The post office address of the first registered office is:

2975 Hunters Hill
Kalamazoo, Michigan 49004

ARTICLE IV

The name of the first registered agent is:

Donald F. Watts

ARTICLE V

The corporation is organized upon a non-stock basis:

Real Property:	None
Personal Property:	None

The corporation is to be financed under the following general plan;

Assessment of Members

The corporation is organized on a membership basis.

ARTICLE VI

The name and place of business of the incorporator is as follows:

Donald F. Watts
2975 Hunters Hill
Kalamazoo, Michigan 49004

ARTICLE VII

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

Donald F. Watts
Jeffrey Balkema
2975 Hunters Hill
Kalamazoo, Michigan 49004

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

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 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 the 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 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.

ARTICLE X

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article X shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

I, the incorporator, sign my name this 11 day of March, 1998.

Donald E. Watts

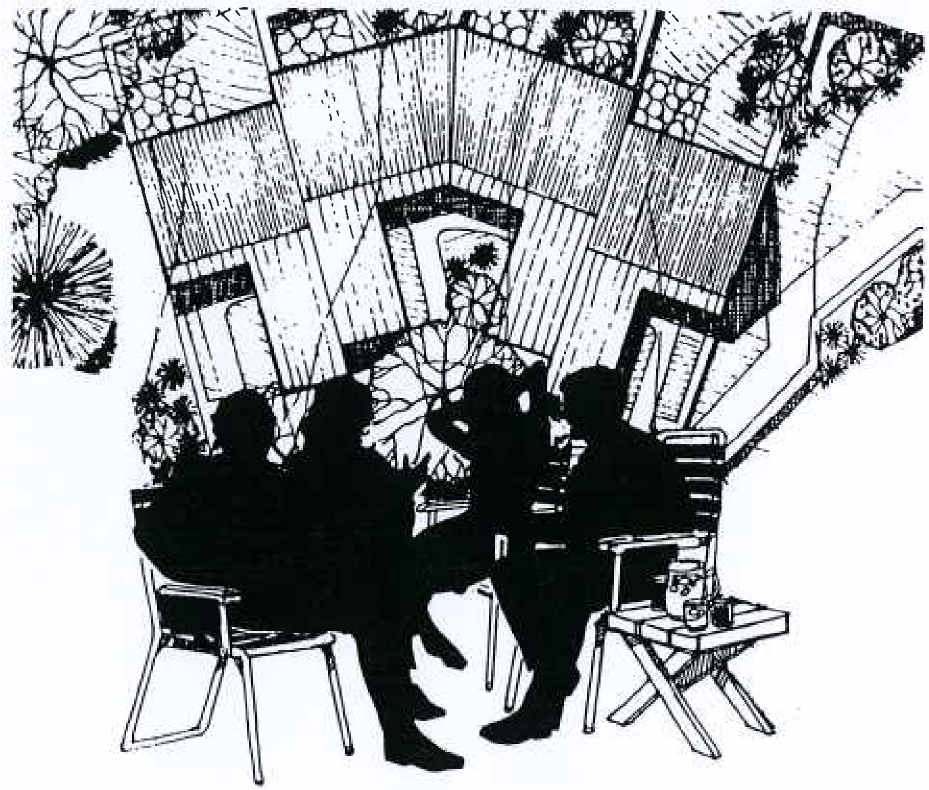
376\ccp\articles

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.

Michael L. Chojnowski, Esq. Martin & Chojnowski, P.C. 107 West Michigan Avenue, Ste. 200 Kalamazoo, Michigan 49007

The Condominium Buyers Handbook

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



Do You Know . . .

- Your rights and responsibilities as a co-owner?
- The developer's background and financial references?
- What's planned for future development in the project?
- The developer's rental policy?
- When the recreation facilities will be completed?
- Who will control the recreation facilities?
- What's included as standard equipment in your unit?
- What's under warranty?
- What costs are included in the monthly assessment?
- When the co-owners will be permitted to vote for directors of the condominium's Association?
- How condominium living differs from other types of residential living?
- The difference between a Preliminary Reservation Agreement and a Purchase Agreement?

You Should Know The Answers To These Questions Before Buying A Condominium

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, PA 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 PA 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 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. If

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.