COTTAGE POINTE

Section 84a Receipt of Documents and Statement

Delivery of Documents. Under the provisions of Section 84a of the Michigan Condominium Act (the "Act"), a developer of a condominium project is required to provide copies of certain documents to a prospective purchaser of a condominium unit other than a business condominium unit. In accordance with the Act, we are furnishing to you at this time copies of the following documents pertaining to Cottage Pointe:

A. The recorded Master Deed.

B. A Purchase Agreement that conforms with Section 84 of the Act, that is in a form which the purchaser may sign.

C. The Escrow Agreement covering all funds paid by the prospective purchaser in connection with the purchase of a Unit in the Project.

D. A Condominium Buyer's Handbook.

E. A Disclosure Statement relating to the Project and which meets the requirements of Section 84a of the Act.

Cooling Off Period. Under Sections 84 and 84a of the Act, a signed purchase agreement shall not become binding on a purchaser and a purchaser may withdraw from a signed purchase agreement without cause and without penalty before conveyance of the Unit and within nine (9) business days after receipt of the documents listed above. The calculation of the nine business day period shall include the day on which the documents listed above are received if that day is a business day.

Effect of Amendment. If your Purchase Agreement is amended or if any of the other Condominium Documents delivered to you are subsequently amended, any such amendment will not give you any right or time to withdraw from the Purchase Agreement in addition to the right originally set forth in your Purchase Agreement and in the Act.

Acknowledgment and Return. The undersigned acknowledges that I/we is/are prospective purchaser(s) of Condominium Unit __ at Cottage Pointe and that on this ____ day of_____ 20__, I/we received copies of all of the documents listed above and of this Receipt of Documents and Statement.

Very truly yours,

Purchaser (if more than one, all must sign):

Cottage Pointe, LLC

_____

By _____

_____

Its _____

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MASTER DEED

COTTAGE POINTE

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 816

(1) Master Deed establishing Cottage Pointe, a Condominium Project.

(2) Exhibit A to Master Deed: Condominium Bylaws of Cottage Pointe.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan for Cottage Pointe.

(4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of Michigan's Condominium Act.

(5) Exhibit D to Master Deed: Mortgagee's Consent

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

CEDAR 271771

This Instrument Drafted By:

Mark C. Hanisch, Esq.
Kluczynski, Girtz & Vogelzang
5005 Cascade Rd SE, Suite A
Grand Rapids, MI 49546
(616) 459-0556

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MASTER DEED

COTTAGE POINTE

(Act 59, Public Acts of 1978)
as amended

THIS MASTER DEED is made and executed on this 2nd day of September, 2016, by Cottage Pointe, LLC, a Michigan limited liability company, of 5071 Gull Rd, Kalamazoo, MI 49048 (the "**Developer**").

RECITALS

A. Developer is engaged in the development of a residential site condominium project to be known as Cottage Pointe (the "Project"), pursuant to development plans approved by the Township of Richland, Kalamazoo County, Michigan, on a parcel of land described in Article II of this Master Deed.

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

C. Upon the recording of this Master Deed, Cottage Pointe shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in any part of the real property contained within the Project, their grantees, successors, heirs, personal representatives, administrators and assigns.

PROVISIONS Cert 27177

ARTICLE I
NATURE OF PROJECT

1.1 Project Description. The Project is a residential condominium. The forty two (42) Condominium Units which will be developed in the first phase of the Project, including the number, boundaries, and dimensions of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of utilization by reason of having its own entrance from and exit to a Common Element of the Project. As described in Article VI of this Master Deed, the Developer has reserved the right to expand and contract the Project and exercise conversion rights.

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1.2 Exclusive Right. Each Co-owner shall have an exclusive property right to his or her Unit, shall have shared rights in and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided and inseparable right to share with all other Co-owners in the ownership and use of the General Common Elements of the Project, all as described in this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

2.1 The Land. The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Richland, Kalamazoo County, Michigan, and is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON SAID NORTH SECTION LINE 668.04 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 06' 01" WEST) ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 805.31 FEET; THENCE NORTH 89° 23' 04" WEST 245.57 FEET; THENCE SOUTH 61° 55' 02" EAST 111.36 FEET; THENCE SOUTH 28° 04' 58" WEST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 49.38 FEET; THENCE SOUTH 57° 06' 43" WEST 52.13 FEET; THENCE SOUTH 01° 31' 47" EAST 46.68 FEET; THENCE WEST 69.13 FEET; THENCE NORTH 47.96 FEET; THENCE NORTH 57° 06' 43" WEST 48.25 FEET; THENCE SOUTH 61° 11' 59" WEST 49.93 FEET; THENCE NORTH 28° 48' 01" WEST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST 111.90 FEET; THENCE SOUTH 89° 30' 01" WEST 317.20 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 813.26 FEET TO THE POINT OF BEGINNING. CONTAINS 13.04 ACRES MORE OR LESS.

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BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

2.2 Easements and Restrictions. The property submitted to condominium ownership by this Master Deed shall be subject to visible and recorded easements, recorded restrictions, the rights of the public and of any governmental unit in any part of the property taken, used or deeded for street or highway uses and applicable local zoning and building and use ordinances.

ARTICLE III
DEFINITIONS

3.1 Definitions. When used in any of the Condominium Documents (defined below) and in any deed, mortgage, land contract, easement, or other document affecting the Project or the establishment or transfer of any interest in the Project, the following words shall be defined as set forth in this Article, unless the context otherwise requires:

a. "**Act**" or "**Condominium Act**" means the Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

b. "**Administrator**" means the department, if any, of Michigan's government which is designated by the Act or otherwise to serve as the government's "Administrator" of condominium projects in Michigan or otherwise serves in that capacity.

c. "**Association of Co-owners**" or "**Association**" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. The entity initially created by the Developer for this purpose is identified as Cottage Pointe Homeowners Association, a Michigan non-profit corporation. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

d. "**Association Bylaws**" means the corporate bylaws of the Association.

e. "**Common Elements**," where used without modification, means all General and Limited Common Elements as defined Article IV of this Master Deed.

f. "**Condominium Bylaws**" means Exhibit A to this Master Deed (which may be amended from time to time) being the Bylaws which describe the substantive rights and obligations of the Co-owners with respect to the Project.

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g. "**Condominium Documents**" means this Master Deed and all of its exhibits and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Project, including, without limitation, the Articles of Incorporation, the Association Bylaws and any Rules adopted by the Association.

h. "**Condominium Subdivision Plan,**" "**Subdivision Plan**" or "**Plan**" means Exhibit B to this Master Deed (which may be amended from time to time), being the set of the site, survey and other drawings depicting the real property and improvements to be included in the Project.

i. "**Condominium Unit**" or "**Unit**" means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed, including the Condominium Subdivision Plan. However, after a residential structure has been completed within a building site, the Unit's dimensions shall follow the surface of the exterior perimeter walls of the structure, extending to a depth of twenty five (25) feet below and fifty (50) feet above ground elevation, respectively, and all land outside the structure's footprint that previously was included within the Unit building site shall be a General Common Element (other than any land beneath a Limited Common Element patio, deck, or porch, which land shall be a Limited Common Element). All airspace between the exterior surface of an exterior wall of a structure and the furthest surface of another structural component (such as a front porch or deck), together with the land and air space up to 25 feet below and 50 feet above the ground level, shall be Limited Common Elements. If a structure is damaged or destroyed and the damaged or destroyed parts of the structure are repaired or replaced in accordance with the Condominium Documents, then the Unit's boundaries shall conform to the exterior perimeters of the structure, as repaired or replaced. All structures and improvements now or hereafter located within the boundaries of a Unit shall be part of the Unit and shall be owned by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. As shown on the Condominium Subdivision Plan, each Unit has a lower and upper boundary of twenty five (25) feet below and fifty (50) feet above ground elevation, respectively.

j. "**Consolidating Master Deed**" means the final amended Master Deed, if any, which shall describe Cottage Pointe as a completed project and shall reflect all Units added to the Project from time to time or taken from the Project, and all Common Elements, and shall express a Percentage of Value pertaining to each Unit as finally readjusted. If a Consolidating Master Deed is recorded in the office of the Register of Deeds, then the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed.

k. "**Co-owner**" means the person, firm, corporation, partnership, limited liability, association, trust or other legal entity or any combination of persons or entities who or which owns a Condominium Unit in the Project, including the vendor and vendee of any land contract for the purchase of a Unit in the Project. Land contract vendors and vendees are jointly and severally liable to the Association for the payment of

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assessments and for the performance of all other obligations of a "Co-owner" unless the recorded Condominium Documents provide otherwise. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

l. "**Developer**" means Cottage Pointe, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents unless the context clearly dictates to the contrary. "Developer" does not include a real estate broker acting as agent for the Developer in selling Units, a Residential Builder (as defined in the Act) who acquires title to one or more Units for the purpose of performing residential construction within the Unit(s) and subsequently reselling the Unit(s) and other persons exempted from this definition by law, administrative rule or order.

m. "**Development Period**," for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of this Master Deed and continuing for as long as the Developer continues to own any interest in any Unit in the Project or the right to create additional Unit(s) and/or add land to the Project, whichever is longest, unless earlier terminated by a document signed by Developer and recorded.

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

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

p. "**Master Deed**" means this document, together with the exhibits attached to it and all amendments to this document which may be adopted and recorded in the future.

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

r. "**Project**" or "**Condominium**" means Cottage Pointe, a residential condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on such land, and all easements, appurtenances and other rights belonging to or benefitting Cottage Pointe or any part of Cottage Pointe.

s. **"Residential Builder"** is a person licensed as a residential builder under Article 24 of the Occupational Code, 1980 PA 299, MCL 339.2401 to MCL 339.2412.

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t. "**Rules**" means all rules, regulations, restrictions, and other provisions promulgated and amended in accordance with Section 7.04 of the Condominium Bylaws.

u. "**Township**" means the Township of Richland, Kalamazoo County, Michigan, or its successor. When approval or other action of the Township is required by the Condominium Documents, the approval or action shall be by the governing body of the Township or by a committee, commission, or person designated by the governing body.

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

3.2 Applicability. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate. Terms not defined in this Master Deed but which are defined in the Act shall carry the meanings given them by the Act unless the context clearly indicates to the contrary.

ARTICLE IV
COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

a. Land and Air. The land (including airspace) described in Section 2.1 of this Master Deed (except for any land or airspace which is part of a Unit or which is designated as a Limited Common Element). The General Common Elements also include any easement interests for the benefit of the Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under, across and through the Project and/or areas located outside the Project;

b. Wiring Networks and Related Equipment. The portions of the electrical, telephone, cable television and other telecommunications wiring networks and related equipment throughout the Common Elements of the Project located outside of the boundaries of any Unit;

c. Plantings. The lawns, trees, shrubs and other plantings located within the General Common Elements of the Project;

d. Gas. The portions of the gas distribution system, if any, throughout the Project, located outside the boundaries of any Unit;

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e. Access Paths. The private roadways and pedestrian paths of the Project and all traffic signs, gates, fencing, street lights (including support posts, wiring and all other components) and other equipment used in association with such access paths;

f. Stormwater Drainage System. The stormwater drainage system, if any, within the Project as identified on the Subdivision Plan, including drainage ditches, culverts, pipes and storm water detention ponds or retaining basins associated with the system, but excluding sump pumps and related equipment intended to service primarily one Unit;

g. Entry Improvements. The entry signage, gazebo, fencing (if constructed) running roughly parallel to East C Avenue and shown on sheet 3 of the Condominium Subdivision Plan, and other improvements located at or near the entry or entries to the Project;

h. Clubhouse and Recreational Areas. Any clubhouse and/or recreational areas designated on the Condominium Subdivision Plan and/or constructed or installed within the Project and any associated structures and/or improvements;

i. Water. The underground sprinkling system, if any, and the portions of the water distribution system including all components such as hydrants, pipes, and valves, servicing the Units and Common Elements located outside the boundaries of any Unit;

j. Sanitary Sewer. The portions of the sanitary sewer system servicing the Units and Common Elements located outside of the boundaries of any Unit;

k. Pond. Any existing pond as shown on the Subdivision Plan and any pond subsequently created within any General Common Element land within the Project;

l. Parking Areas. Any designated, but unassigned, parking areas such as those shown on Sheet 6 of the Condominium Subdivision Plan as being adjacent to the boulevard known as "Cottage Pointe."

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

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

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4.2 Limited Common Elements. The Limited Common Elements are:

a. Driveways. The portion of any driveway located between any Unit and the paved General Common Element roadway and servicing fewer than all of the Units (but, as shown on the Condominium Subdivision Plan, portions of driveways may be impacted by General Common Element utility improvements and/or easements);

b. Sidewalks. The portion of any sidewalk which is intended to service fewer than all of the Units;

c. Delivery Boxes. The mail and/or paper box(es) permitted by the Association in the Project if not located within the perimeters of a Unit;

d. Decks, Porches, Patios, and Other Building Components. Any stoop, stair, deck, porch, patio, roof, and all other building components and appurtenances outside the exterior walls of the residential structure as constructed servicing a Unit, use of which is limited to the Unit it services;

e. Footings and Foundations. The portion, if any, of any footing or foundation extending more than twenty five (25) feet below surrounding grade level;

f. Certain Easement Interests. Any easement and/or license interests, as shown by the Condominium Subdivision Plan or otherwise, reserved over a portion of the General Common Elements or Unit(s) for the benefit of fewer than all of the Units;

g. Improvement Encroachments. It is intended that all improvements which service the Units (other than driveways, sidewalks, decks, patios and utilities/services equipment) shall be located within the boundaries of the building sites shown as Units on the Condominium Subdivision Plan. However, some building components, as constructed, may be located outside the building sites and it is anticipated that most, if not all, residential structures will contain components and/or features such as front porches, stoops, roofs, stairs, decks, and patios, which will be located outside of the exterior walls of the residential structures. Any building component or feature designed to service one Unit which encroaches on any Common Element of the Project and which is located outside of the exterior surfaces of the exterior walls of the residential structure constructed within the building site/Unit shall be a Limited Common Element and the Co-Owner of the Unit that the improvement services shall be responsible for all operation, maintenance, decoration, repair, and replacement obligations with respect to that building component or feature as if it were part of the Unit, unless specifically provided otherwise in any Condominium Document;

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h. Certain Land and Airspace. All airspace and land located between the exterior surface of an exterior wall and of a residential structure and the farthest surface of another structural component connected to or used as part of the residential structure, up to twenty-five (25) feet below and fifty 50 feet above ground level;

i. Sump Pumps and Related Equipment. Any portion of any sump pump and related equipment intended primarily to service one Unit which is not located within the Unit which is services; and

j. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed.

If no specific assignment of some of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development Period) reserves the right to designate each such Limited Common Element as being appurtenant to a particular Unit or Units and to record amendment(s) to this Master Deed if necessary or advisable to effectuate the designation(s).

4.3 Responsibilities. Responsibility for the maintenance, decoration, repair, and replacement of the Unit Improvements and Common Elements shall be as follows:

a. Unit Improvements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair and replacement of all buildings, structures, improvements, and air space situated within the perimeters of a Unit shall be the responsibility of the Co-owner of such Unit; provided, that the exterior appearance of all such buildings, structures, improvements, and yard areas shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed in any Condominium Document.

b. Limited Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of the Limited Common Elements shall be the responsibility of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant; provided, however, that notwithstanding the foregoing, the Association shall have the duty to undertake, and the obligation to pay the costs for, snow and ice removal from all driveways, sidewalks, front porches and stoops, and the maintenance, repair and replacement of all sidewalks and driveways.

c. General Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of all General Common Elements shall be borne by the Association; provided, however, that Co-owners will have such responsibilities as may be delegated to them with respect to General Common Element landscaped areas for which they have been granted licenses under subsection 7.05g of the Condominium Bylaws. However, notwithstanding the foregoing, it is possible that in the future, some Common Element obligations may be

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included within a special assessment district and be paid by the Co-owners if the proper procedures for establishing a special assessment district are adhered to.

d. Association Action. While it is intended that each Co-owner will be solely responsible for the performance and cost of the operation, decoration, maintenance, repair, renovation, restoration and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within a Unit and of certain Limited Common Elements, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain, repair and replace such areas and improvements in accordance with the standards set forth by the Association. If a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules promulgated by the Association, to properly and adequately maintain, repair or replace any improvement or appurtenance located within the Unit or any Limited Common Element appurtenant to the Unit, the Association, shall have the right, but not the obligation, to undertake such obligation(s) of the Co-owner including, but not limited to, reasonably uniform, periodic exterior maintenance functions with respect to improvements and appurtenances as it may deem appropriate (including without limitation, painting, sealing, refinishing, or other decoration). Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be specially assessed to the affected Unit and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines. During the Development Period or for a period of thirty (30) years commencing with the recording of the Master Deed for the Project, whichever is longer, the Developer shall have the right, but not the obligation, to exercise the Association's rights and remedies set forth in this subsection 4.3d at the Association's expense if the Association declines to do so promptly after written request by the Developer and the Developer, in its sole discretion, deems such action to be necessary to preserve the appearance and reputation of the Project.

e. Private Road Maintenance. All private drives known as roads within the Project shall be maintained by the Association in good and readily passable condition, reasonably free of ice, snow, debris, flooding waters and all other obstructions to traffic by emergency and publicly owned vehicles and other motor vehicle traffic necessary or appropriate for the public safety and general welfare. The Township shall not have any maintenance obligation with respect to the private roads within the Project. The roads within the Project are private and are not required to be maintained by the Kalamazoo County Road Commission.

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f. Stormwater System. The Developer shall be responsible for the installation of a stormwater system (the "Stormwater System") and shall pay all costs associated with the design and initial installation of the Stormwater System. After the Stormwater System has been installed, the Association shall operate, maintain and pay all costs associated with the Stormwater System, except that all responsibilities and costs associated with sump pumps and related equipment shall be those of the Co-owner of the Unit to which the sump pumps and related equipment are appurtenant.

g. Utility Bills. Each Co-Owner shall be responsible for payment of all utilities and services furnished to his or her Unit, unless the Association affirmatively assumes responsibility for any such payments.

h. Co-owner Neglect. Notwithstanding any provision in this Section 4.3 to the contrary, to the extent that costs for decorating, cleaning, repairing, maintaining, or replacing any Common Elements or improvement within a Unit are incurred by the Association or any Co-Owner due to the act or neglect of a Co-owner or his or her agent, invitee, family member or pet, such Co-owner shall be liable for such costs, and for all reasonable costs, including attorney fees, incurred in collecting such costs.

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

4.5 Assignment and Reassignment. A Limited Common Element may be assigned and reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed (re)assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval of the amendment. If any directly affected Co-owner objects in writing to a proposed (re)assignment of a Limited Common Element, the Limited Common Element shall not be (re)assigned.

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4.6 No Separation. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit not a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which materially will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or of the Common Elements.

4.7 Alterations by Developer. Until the Developer has sold all of the Units in the Project, the Developer may make such grading, landscaping, and structural alterations as it deems necessary to any unsold Units and/or Common Elements, which are hereby designated as "convertible areas," and such space may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or a combination of them, and the responsibility for maintenance, repair and replacement of such structural modifications may be assigned by amendment effected solely by Developer but without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to a modified Unit. In connection with any such amendment, the Developer may readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Project. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth by law or this Master Deed, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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.

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Wightman & Associates, Inc.. Detailed plans and specifications have been filed with the Township. Each Unit shall include the airspace located within Unit boundaries from and above a depth of twenty five (25) feet below the surface of the ground and extending upwards to a vertical limit above the surface of fifty (50) feet, as shown on Exhibit B and delineated with heavy outlines.

5.2 Percentage of Value. The total value of the Project is one hundred (100), and the Percentage of such Value assigned to each of the Condominium Units of the Project shall be equal. The determination that Percentages of Value for all Units shall be equal was made after reviewing and comparing the characteristics of each Unit and how they would affect the expenses of administration of the Project and concluding that there are no material differences among

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them insofar as the allocation of Percentages of Value is concerned. Except as may otherwise be provided in this Master Deed, the Percentages of Value shall be changed only in the manner provided by Article VIII, expressed in an amendment to the Master Deed, duly executed and recorded.

5.3 Possible Modifications. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that, notwithstanding any provision in the Condominium Documents to the contrary, no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and mortgagee, if any, of the Unit, except that Unit boundaries will automatically be modified upon the construction of improvements within the Unit as described in subsection 3.1i of this Master Deed. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentage of Value for the Project. Unless prior approval has been obtained from a title insurance company issuing policies to Unit purchasers, no Unit modified in accordance with this paragraph shall be conveyed until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth in this section, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with the modifications. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI
EXPANSION, CONTRACTION, CONVERSION AND RELATED RIGHTS

6.1 Expansion. The Developer specifically reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed, to expand the Project by adding all or any portion of the real property described in this Section 6.1 by an amendment or series of amendments to the Master Deed, each adding land to the Project as then constituted, without the consent of any Co-owner, mortgagee or other person. In connection with any such amendment, the Developer may also readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the new total number of Units in the Project, based upon the method of original determination of Percentages of Value for the Project. Other than as set forth in this Master Deed, no restriction or limitation on such election exists as to the

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portion or portions of real property which may be added, the time or order of such additions, or the number of Units and/or Common Elements which may be added; provided, however, that the number of Units added to the Project shall not exceed eighty (80), so that there shall be no more than one hundred twenty two (122) Units in the Project. The real property which may be added to the Project is located in the Township of Richland, Kalamazoo County, Michigan and is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 46' 33" WEST (RECORDED AS SOUTH 00° 08' 56" WEST) ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 813.26 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 89° 30' 01" EAST 317.20 FEET; THENCE SOUTH 61° 11' 59" WEST 111.90 FEET; THENCE SOUTH 28° 48' 01" EAST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST 49.93 FEET; THENCE SOUTH 57° 06' 43" EAST 48.25 FEET; THENCE SOUTH 47.96 FEET; THENCE EAST 69.13 FEET; THENCE NORTH 01° 31' 47" WEST 46.68 FEET; THENCE NORTH 57° 06' 43" EAST 52.13 FEET; THENCE SOUTH 61° 55' 02" EAST 49.38 FEET; THENCE NORTH 28° 04' 58" EAST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 111.36 FEET; THENCE SOUTH 89° 23' 04" EAST 245.57 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 06' 01" WEST) ON SAID EAST LINE 515.17 FEET; THENCE NORTH 89° 22' 11" WEST (RECORDED AS NORTH 89° 59' 48" WEST) ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 669.16 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 507.17 FEET TO THE POINT OF BEGINNING.

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ALSO THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED PARCEL: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, TOWN 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWN 1 SOUTH, RANGE 10 WEST; THENCE SOUTH 00° 11' 51" WEST ALONG THE WEST LINE OF SAID SECTION 835.18 FEET FOR THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE NORTH 89° 59' 54" EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 668.75 FEET; THENCE SOUTH 00° 08' 56" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 485.24 FEET; THENCE NORTH 89° 59' 48" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 669.16 FEET; THENCE NORTH 00° 11' 51" EAST ALONG THE WEST LINE OF SAID SECTION AND THE CENTER LINE OF STATE HIGHWAY M-43/M-89, 485.18 FEET TO THE POINT OF BEGINNING.

6.2 Contraction After Addition. Developer reserves the right, subsequent to such addition, but prior to six (6) years from the date of recording of this Master Deed (or such longer period as may be permitted by the Act or other applicable law), to contract the Project as so expanded to remove from the Project all or any portion of the land so added.

6.3 Expansion not Mandatory. There is no obligation on the part of the Developer to expand the Project nor is there any obligation to add portions of the real property in any particular order, nor to construct particular improvements on any added real property.

6.4 Contraction. The Developer specifically reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed, to contract the Project by withdrawal of one or more portions of the lands described in Article II generally west of Cottage Pointe Drive and/or south of the southernmost Units by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee or other person, provided that no Unit which has been sold by the Developer or which is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser and mortgagee of such Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the number of remaining Units in the Project, based upon the method of original determination of Percentages of Value for the Project. Other than as set forth in this Master Deed, no restriction or limitation on such election exists as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the number of remaining Units in

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the Project shall not be reduced to less than eighteen (18) by the exercise of the rights of contraction nor the lands constituting the Project to less than that reasonably necessary to accommodate the remaining Units in the Project, with reasonable access and utility service for such Units.

6.5 Addition After Contraction. Developer reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording of this Master Deed (or such longer period as may be permitted by the Act or other applicable law), to expand the Project as so reduced to include all or any portion of the land so withdrawn.

6.6 Conversion. The Developer reserves the right to elect, on or before the expiration of six (6) years after the recording of this Master Deed, to convert any General Common Element or unsold Limited Common Element or Unit into one or more existing or additional Units and/or into Limited Common Elements appurtenant to one or more Units, or into additional General Common Elements by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee or other person. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the number and sizes of Units in the Project, based upon the method of original determination of Percentages of Value. The Developer reserves the right, on behalf of the Association, after the Development Period, to convert General Common Elements into Limited Common Elements and to modify the size and nature of General Common Element areas. All exercises of the conversion rights described in this Section 6.6 shall be reflected by appropriate amendment(s) to the Master Deed. In connection with the exercise of such reserved rights, the Developer or the Association, as the case may be, shall also have the right, with the consent of the affected Co-owner, to relocate the boundaries of a Unit and to convert any Unit or Limited Common Element area into a General Common Element or a Unit. Notwithstanding the foregoing, as described in subsection 3.1 i and section 4.2 above, upon construction of the residential structures within the building sites shown as Units on the Condominium Subdivision Plan, and the Limited Common Elements appurtenant to those structures, the boundaries of such Units and of the appurtenant Limited Common Elements and adjacent General Common Elements shall be established by those improvements, and Units and Common Elements shall automatically be converted to accommodate those improvements, without the requirement of any amendment to this Master Deed.

6.7 Contraction, Conversion not Mandatory. There is no obligation on the part of the Developer to exercise its rights of contraction or conversion, nor is there any restriction or limitation on the right of the Developer to exercise such rights except as specifically set forth in this Master Deed. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, not be materially detrimental to the Project.

6.8 Withdrawal. In addition to the reserved rights described in this Article, if the Developer has

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not completed development and construction of Units or improvements in the Project that are identified as "need not be built" during a period ending ten (10) years after the date of the recording of this Master Deed, the Developer has the right, to the extent, if any, that section 67 of the Act applies, to withdraw from the Project all undeveloped land in the Project not identified as "must be built" without the prior consent of any Co-owner, mortgagee or other party having an interest in the Project, but in accordance with Section 67 of the Act. If Developer exercises any reserved right of expansion, contraction or conversion, then the period for withdrawal shall be six (6) years from the date Developer last exercised any such right or the ten- (10) year-period described in the preceding sentence, whichever is longer. Any withdrawn portions of the Project shall automatically be granted easements for utility and access purposes through the Project.

6.9 Consent. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the Developer's rights described in this Article and, subject to the limitations set forth in this Article, to the proportionate reallocation of Percentages of Value of remaining Units which Developer may determine to be necessary in conjunction with the exercise of such rights. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

6.10 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to expand, contract or convert the Project may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefitting portions or all of the parcel or parcels being added to or withdrawn from the Project or the portions of the Project being converted; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the real property being added to or withdrawn from the Project or converted or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the real property being added to or withdrawn from the Project and/or converted in the Project.

ARTICLE VII
EASEMENTS AND UTILITIES

7.1 Maintenance of Encroachments. If any portion of a Unit or Common Element encroaches upon a Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be

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responsible or for which it may elect to assume responsibility.

7.2 Utility Easements. Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways, utility lines or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utilities or services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining and removing all and every type of line, pipe or main with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing or otherwise working on any Common Element of the Project to install, repair, maintain, improve or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.

7.3 Storm Water Management. Developer grants and reserves for the benefit of itself, the Association, and the Co-owners, and their respective successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described from time to time in Section 2.1 of this Master Deed, and appurtenant to any land which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project and proximate land, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including without limitation, swimming pools, sheds, garages, patios, decks or any other permanent structure that may interfere with storm water drainage. The Developer (and the Association after the Development Period) shall have the right to determine if any obstruction exists and to determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair and replacement of the drainage system located within the Project, and all costs incurred in connection with the drainage system shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that each Co-owner is responsible for that Co-owner's sump pump system and that if the maintenance, repair or replacement is caused by any action or inaction of a Co-owner or a family member, guest, pet, invitee or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association for, such costs).

7.4 Emergency, Mail and Delivery Access. There shall exist for the benefit of the Township, any

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emergency service agency, the United States Postal Service, package and document delivery services and other persons and entities invited to a Unit by a Co-owner for a legitimate purpose, a license to use all roads in the Project and other areas, if any, designated on the Subdivision Plan for such specific uses. This license shall be for purposes of ingress and egress to provide, without limitation, fire and
police protection, ambulance and rescue services, package and document delivery services and other lawful governmental and private services to the Condominium Project and the Co-owners. This grant of a license shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

7.5 General Easements During Development Period. During the Development Period, Developer reserves an easement for pedestrian and vehicular ingress and egress purposes over and across the Common Elements of the Project to show Units to prospective purchasers and others and for all other reasonable purposes, or for thirty (30) years after the date this Master Deed was recorded, whichever is longer. This easement may be used by Developer and its successors and assigns, and by the guests and invitees of Developer, without charge.

7.6 Dedication of Roadways and Conveyance of Utilities. The Developer reserves the right and power to convey and dedicate any private roadways in the Project to the public for all public road purposes. Any dedication of any private roadway shall be subject to approval of the Township in accordance with the Township's procedures for granting such approval. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by the Township or the Kalamazoo County Road Commission. Developer also reserves the right to grant specific easements for utilities over, under and across the Project to appropriate governmental agencies, and/or public utility companies and to transfer title of utilities and services to governmental agencies, utility companies and/or other third parties. Private rights of the Developer, Co-owners, mortgagees and Association in any road right-of-way, utility, or service conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate public road agency for public road purposes, or to the appropriate utility company or government agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the office of the Kalamazoo County Register of Deeds. 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 dedication or conveyance, and to any amendment or amendments to effectuate the dedication or conveyance.

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7.7 Right to Grant Future Easements. Developer reserves the right, for a period of thirty (30) years commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements over, under and across the Common Elements of the Project (and any Units owned by the Developer within the Project) for the benefit of all lands adjoining or proximate to the Project and/or for the benefit of one or more Unit(s) in the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, and enlarge all utility and service mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer and storm mains, and any drainage areas and retention ponds, and perpetual non-exclusive easements to use the roadways of the Project for ingress and egress and/or any other Common Element of the Project for its intended purpose(s). Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person, and shall be evidenced by an appropriate written instrument recorded with the Kalamazoo County Register of Deeds. 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 easements and to any amendments to this Master Deed that may be required to effectuate the foregoing grants of easement. In the event Developer utilizes, taps, ties into, extends, or enlarges any utilities, located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities, or if any easement is granted for the use of any roadways or Common Elements as outlined above, the Developer (on behalf of itself or the beneficiary of the easement, as applicable) agrees to pay a proportionate share of the maintenance, repair and replacement of any such utilities, roadways, and/or Common Elements sharing the cost of same with the Association (or, if the Association is not paying such costs, then with the Co-owners of the Units utilizing those utility mains, roadways, and/or Common Elements), based upon ratio of their relative use of the same as determined by a professional engineer chosen by the parties (or if the parties do not appoint an engineer, by an engineer appointed by a Court of competent jurisdiction). Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 7.7.

7.8 Grant of Easements by Association.

a. 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 to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate including, without limitation, contracts for sharing of any

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installation of periodic subscriber services for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services; subject, however, to the consent of the Developer so long as the Development Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by Developer.

b. Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project, requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project.

7.9 Maintenance and Repair Easements. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period or thirty (30) years from the date this Master Deed was recorded, whichever is longer) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility.

7.10 Designation of Common Utility Carrier. The Association shall have the right to designate the utility and service carrier(s) who shall furnish gas, electric, local telephone, trash removal, cable television services and other utilities and similar services ("Utility Service") for the Project and/or to contract directly with utility and service providers on behalf of all Units of the Project. Any decision made by the Board of Directors of the Association for these purposes shall be binding on all Co-owners. All 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 appointed the Association as their attorney in fact for these purposes.

7.11 Allocation of Cost. The Board of Directors of the Association shall include any utility or service expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per Unit (or per "improved" Unit) basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors), in which case it shall be treated as a special expense which shall be specially assessed against each Unit (or "improved" Unit) by the Association, based upon each Unit's relative utility or service consumption or selection of utility services. The Association may also determine a base level of service which shall be enjoyed by all Co-owners, such as for cable television services, and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project; any level of service beyond such basic level, such as premium cable television stations, shall be specially assessed against the affected Units who

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choose the additional service.

7.12 Power of Attorney. The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney in fact for each co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VII.

ARTICLE VIII
AMENDMENT AND TERMINATION

8.1 Pre-Conveyance. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B) or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the office of the Kalamazoo County Register of Deeds.

8.2 Post-Conveyance. If there is a Co-owner other than the Developer, the Master Deed may be amended for a proper purpose only as follows:

a. Non-Material Changes. The amendment may be made and recorded by the Developer or the Association 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. An amendment which does not materially change the rights of a Co-owner or mortgagee includes, without limitation: (i) an amendment to modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) an amendment correcting survey or other errors in the Condominium Documents; (iii) an amendment for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the United States Department of Veteran Affairs, and/or any other agency of the federal government or the State of Michigan; and (iv) an amendment to clarify or explain the provisions of the Master Deed or any other Condominium Document. A non-material amendment may be made and recorded by the Developer without the consent of the Association, the Co-owners or the mortgagees of the Project. Any non-material amendment which may be made by the Association must be approved by a majority vote of the Board of Directors acting on behalf of the Association without need for vote by the Co-owners.

b. Material Changes - No Consent Needed. An amendment may be made and recorded by the Developer, even if it will materially alter or change the rights of Co-owners or mortgagees, without the consent of the Co-owners or mortgagees:

(1) To redefine Common Elements, to redefine any added, converted or contracted area, to allocate the Association's expenses among the Co-owners, to reallocate

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or adjust Percentages of Value in connection with any amendment made pursuant to this subsection (1), and to make any other amendment specifically described and permitted to Developer in any provision of this Master Deed;

(2) To modify the General Common Elements in the area of unsold Units;

(3) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed or to correct errors in the boundaries or locations of Units;

(4) To clarify or explain the provisions of the Master Deed;

(5) To comply with the Act or rules promulgated under the Act or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;

(6) To make, define or limit easements affecting the Condominium Project;

(7) To record a Consolidating Master Deed or an amendment with an "as built" Subdivision Plan attached and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(8) To exercise any right which the Developer has reserved to itself in this Master Deed;

(9) To terminate or eliminate reference to or assign any right which the Developer has reserved to itself;

(10) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the Federal Government or the State of Michigan; and

(11) To comply with any requirement of any governmental or quasi-governmental entity, agency, or department, such as the Township or the health department.

Some of the types of amendments described above, such as those described in subsections (3), (4), (10), and (11), are presumptively non-material in nature, but even to the extent they may be deemed to be material in nature, no Co-owner or mortgagee consent is required for any amendment made by the Developer and described in this subsection b.

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c. Material Amendments - Consent Needed. Except as provided below or as provided by applicable law, amendments may be made to the Master Deed, even if they will materially alter or change the rights of Co-owners or mortgagees, but except as provided in subsection b above and Section 8.3 below, any amendment which will materially alter or change the rights of Co-owners or mortgagees can be adopted only with the consent of not less than two-thirds (2/3) of the votes of all Co-owners and mortgagees entitled to vote.

d. Developer Consent - Necessary. During the Development Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer.

8.3 Mortgagee Consent.

a. Procedure. To the extent the Condominium Act or the Condominium Documents require a vote of mortgagees of Units in order to amend the Condominium Documents, the procedure described in this section applies, unless the Condominium Act is amended to provide different provisions pertaining to mortgagees and Master Deed amendments, in which case those different provisions shall control in the event of a conflict with the provisions contained in this section.

b. Control Date. The date on which the proposed amendment is approved by the requisite majority of Co-owners is considered the "control date."

c. Mortgagees Entitled to Vote. Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one or more Units in the Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one vote for each Unit in the Project that is subject to its recorded first mortgage, without regard to how many mortgages the mortgagee may hold on a particular Unit.

d. Notice. Except as may be specifically provided to the contrary in the Master Deed or the Act, mortgagees are not required to be given notice of, or appear at, any meeting of Co-owners except that mortgagees' approval of proposed amendments to the Master Deed shall be solicited through written ballots. Any ballot not returned within ninety (90) days of mailing shall be counted as approval for the proposed amendment. The Association shall give to each mortgagee entitled to vote a notice containing all of the following:

(1) A copy of the amendment or amendments as passed by the Co-owners;

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(2) A statement of the date that the amendment was approved by the requisite majority of Co-owners;

(3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes;

(4) A statement containing language in substantially the form described in subsection (e) below;

(5) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee;

(6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee;

(7) The date by which the mortgagee must return its ballot.

(e) Special Statement. The notice required by subsection (d) above shall contain a statement in substantially the following form:

> "A review of the Association records reveals that you are the holder of one or more mortgages recorded against title to one or more Units in Cottage Pointe, a Condominium Project. The Co-owners of the Project adopted the attached amendment to the Condominium Documents on _____, the control date. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one vote for each Unit that is subject to your mortgage or mortgages.
>
> "The amendment will be considered approved by mortgagees if it is approved by 66 2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this Notice, which date coincides with the date of mailing. Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(f) Mailing of Notice. The Association shall mail the notice required by subsection (d) to each first mortgagee at the address provided for notices in the mortgage or assignment.

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(g) Approval. The amendment is considered to be approved by the mortgagees if it is approved by sixty-six and two-thirds percent (66 2/3%) of the mortgagees whose ballots are received, or are considered to be received (because they were not returned by the deadline set forth below), by the entity authorized by the Board of Directors to tabulate mortgagee votes.

(h) Deadline for Return of First Mortgagee Votes. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

(i) Document Retention. The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by first mortgagees for a period of two (2) years after the control date.

(j) Limitation on Mortgagees' Votes. Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(1) Termination of the Project;

(2) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage;

(3) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage;

(4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage;

(5) The modification or elimination of an easement benefitting the Unit subject to the mortgagee's mortgage;

(6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project;

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(7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

8.4 Restrictions on Amendment. Notwithstanding any other provision of this Article (but subject to the Act), the method or formula used to determine the Percentages of Value of Units in the Project, as described in Article V of this Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

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

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

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

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

d. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.

8.6 Costs of Amendments. The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners. Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for

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paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted amendment. Co-owners of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

ARTICLE IX
ASSIGNMENT OF DEVELOPER RIGHTS

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

ARTICLE X
LIMITATION OF LIABILITY

10.1 Limitation. The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

Cottage Pointe, LLC
A Michigan limited liability company
By: Bex Farms, Inc., a Member

By: _____ *
Jeffrey Balkema
Its: Member

And by: JMG Development Company, L.C., a Member

By: _____ *
Joy Watts
A Member

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STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

Acknowledged before me in Kalamazoo County, Michigan, on Sept 1st, 2016, by Jeffrey Bakema, the member of Bex Farms, Inc., a Michigan corporation, a member of Cottage Pointe, LLC, a Michigan limited liability company, for the corporation and on behalf of the limited liability company.

Neal J. Schelfhout
*

Neal J. Schelfhout
Notary Public, Kalamazoo County, MI,
Acting in and For Kalamazoo County
My Commission Expires: 1/17/2020
* Please print or type name beneath signature line

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

Acknowledged before me in Kalamazoo County, Michigan, on Sept 1, 2016, by Tony Tolmas, a member of JMG Development Company, L.C., member of Cottage Pointe, LLC, a Michigan limited liability company, for JMG Development, L.C. and on behalf of Cottage Pointe, LLC.

T. Tolmas
*T. Tolmas

Notary Public, Kalamazoo County, MI,
Acting in and For Kalamazoo County
My Commission Expires: 8-12-18
* Please print or type name beneath signature line

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CONDOMINIUM BYLAWS OF COTTAGE POINTE

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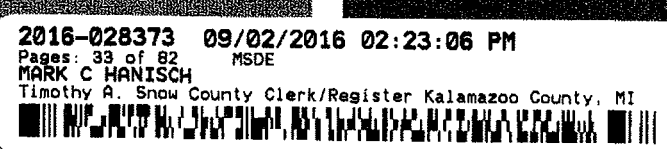

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EXHIBIT A

CONDOMINIUM BYLAWS
OF COTTAGE POINTE

ARTICLE I

CONDOMINIUM PROJECT

1.01. Organization. Cottage Pointe, a residential condominium project located in Richland Township, Kalamazoo County, Michigan (the "**Project**") is an expandable project, contractible and convertible, being developed so as to comprise in its first phase a maximum of forty two (42) building sites / Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an association of co-owners organized as a non-profit corporation (the "**Association**") under the laws of the State of Michigan. The entity created for this purpose is Cottage Pointe Homeowners Association.

1.02. Compliance. All present and future Co-owners, mortgagees, lessees and other persons who may use the facilities of the Project in any manner shall be subject to and comply with the provisions of Michigan's Condominium Act, Act No. 59, P.A. 1978, as amended (the "**Act**"), the Master Deed, the Articles of Incorporation of the Association, the Association Bylaws, and the other Condominium Documents, as they may be amended from time-to-time, which pertain to the use and operation of the Project. Each Co-owner shall bear responsibility for the conduct of his or her family members, guests, pets and invitees. The Association shall keep current copies of the Condominium Documents available for inspection at reasonable hours by Co-owners, prospective purchasers and prospective mortgagees of Units and others with interests in the Project. The acceptance of a deed, land contract or other document of conveyance, the entering into of a lease or the act of occupancy of a Unit shall constitute an acceptance of the provisions of the Condominium Documents and an agreement to comply with such provisions. The use of the property within the Project is also subject to all applicable local zoning and building and use ordinances. It is the obligation of each Co-owner and other person using any part of the Project to determine what local zoning and building and use ordinances, if any, affect the Project.

ARTICLE II

MEMBERSHIP AND VOTING

2.01. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association during the period of the Co-owner's ownership of a Unit and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets, shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit and any attempted assignment, pledge or transfer in violation of this provision shall be void. No Co-owner may resign or be expelled from membership in the Association as long as he or she continues to be a Co-owner.

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2.02. Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, voting on Association matters shall be as follows:

a. **Weight of Vote.** The Co-owner(s) owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the Percentage of Value assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number. No cumulation of votes shall be permitted, except as may be set forth in any Condominium Document.

b. **Directors.** Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

c. **Other Action.** When an action, other than the election of Directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

d. **Majority.** A "majority vote" means a vote by more than fifty percent (50%) of the Association members present in person or proxy and entitled to vote at a duly convened meeting at which a quorum is or was present.

2.03. Members Entitled to Vote.

a. **Eligibility.** No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he or she has presented to the Board of Directors written evidence of ownership of a Unit in the Project or such other evidence that satisfies the Board that the person is Co-owner. The type of written evidence of ownership which could meet the requirements of this subsection may be specified by the Board of Directors and provided to the Association on or before the record date for the action which is the subject of the vote or by such other deadline as the Board may establish. Unless otherwise decided by Rule or Board resolution, no Co-Owner is eligible to vote at any meeting of members if payment of any assessment on his or her Unit is delinquent by more than sixty (60) days as of the record date for the action to be voted upon and the Co-owner is unable to prove to the Board's satisfaction that the delinquency has been cured as of the date and time of the vote.

b. **Developer.** Notwithstanding subsection a above or any other provision in the Condominium Documents to the contrary, in recognition of the Developer's financial investment in the Project and its special interests in promoting the success of the Project and the market values of the Units, the Developer shall have one vote for each Unit for which it holds title without regard as to whether the Developer is required to pay assessments on the Unit(s) and whether the Developer owes any money to the Association.

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c. **Record Date.** For purposes of determining the members entitled to vote at a meeting of members or any adjournment of such a meeting or entitled to express consent or dissent from a written proposal without a meeting, and for the purpose of establishing the validity of any other action, the Board of Directors may fix, in advance, a record date for the determination of members. If a record date is not fixed, then the record date for determination of members entitled to notice of or to vote at a meeting of members shall be 2:00 o'clock p.m. on the day next preceding the day on which notice is given, or, if no notice is given, then the day next preceding the day on which the meeting is held.

d. **Pre-Transitional Control Date.** Notwithstanding any provision in the Condominium Documents to the contrary and except to the extent necessary for the election of non-Developer, Co-owner elected Directors as required by Article IV of these Condominium Bylaws, no Co-owner other than the Developer shall be entitled to vote on any matter at any meeting of Co-owners prior to the first Annual Meeting of Members described in Section 3.01 of the Condominium Bylaws.

2.04. Certificate. The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit(s) concerned.

2.05. Proxies. Votes of members may be cast in person or by proxy. Proxies may be made by any Co-owner entitled to vote. Proxies shall be valid only for the particular meeting of the Association designated and any adjournment of the meeting, and must be filed with the Association before or at the appointed time of the meeting or such other deadline as may be established in writing by the Board.

ARTICLE III

MEETINGS AND QUORUM

3.01. Annual Meeting. An annual meeting of members for the election of Directors and for such other business as may come before the meeting shall be held as set forth in the Association Bylaws; provided however, that the initial annual meeting of the members of the Association shall be convened only by the Developer. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit, whichever first occurs. The Developer may call

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meetings of members of the Association for informational or other appropriate purposes prior to the initial annual meeting of members, but no such informational or other meeting shall be construed as the initial meeting of members.

3.02. Special Meetings. During the Development Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes. The Association Bylaws may also specify times when special meetings of members may be called.

3.03. Advisory Committee. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (33.3%) of the Units that may be created, or one 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, three (3) persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two (2) such meetings each year unless both parties agree.

3.04. Notice. At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or otherwise delivered to each member entitled to vote at the meeting in accordance with the types of notice and delivery authorized in Section 13.02 of these Bylaws; provided, that not less than twenty (20) days written notice shall be provided to each member if any proposed amendment to the Master Deed, including these Bylaws or the Subdivision Plan, will be presented at the meeting. The notice provisions of this Section 3.04 shall not apply if the Association employs a written consent resolution to effect the action and Michigan law authorizes the use of such consent resolution.

3.05. Quorum of Members. The presence in person or by proxy of thirty percent (30%) in number of the Co-owners entitled to vote shall constitute a quorum of members for any meeting of members.

ARTICLE IV

ADMINISTRATION

4.01. Board of Directors. The business, property, and affairs of the Association shall be managed and administered by a Board of Directors, all of whom must be members of the Association or officers, partners, members, trustees, employees or agents of entity members of the Association. Notwithstanding the foregoing, any person appointed to the Board by the Developer need not be a member of the Association and the Board, by Rule, may revise the qualifications which must be met for a person to qualify to be a Director. All Directors shall serve without compensation. The number of Directors shall be set forth in the Association Bylaws.

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4.02. Nomination of Directors. Persons qualified to be Directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least seven (7) Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his or her willingness to serve as a Director, and submitted to the Board of Directors at least ten (10) days before the meeting at which the election is to be held; or (3) by nomination made from the floor at the meeting at which the election is held if the nominee is either present at the meeting and consents to the nomination or has indicated a willingness to serve as set forth in writing delivered to the meeting. This Section 4.02 does not apply to persons appointed to the Board by the Developer.

4.03. Term. The term of office for all Directors, except Directors of the first Board of Directors, shall be two years, or until their successors are elected and qualified. Notwithstanding the foregoing, the terms of the Directors elected at the initial meeting of members held on the Transitional Control Date may be staggered so that all Board positions do not come up for vote at the same time.

a. **First Board of Directors.** The terms of office for the Directors of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer (collectively, the "First Board") shall expire on the date the Development Period ends, unless terminated earlier by operation of subsection b below. At any election of Directors by non-developer Co-owners required by subsection b below, the Developer shall be entitled to elect and/or designate Director(s) in accordance with Section 52 of the Act, as amended.

b. **Election of Non-Developer Co-owners.**

(1) The term of office of one (1) of the Directors (but not less than twenty-five percent of the Board) of the First Board of Directors, as selected by the Developer, shall expire one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units which may be created. Co-owners other than the Developer shall elect the individuals to replace such Director(s).

(2) 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.

(3) 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, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Developer owns and offers for sale at least ten percent (10%)

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of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created.

(4) Regardless of the percentage of Units which have been conveyed, if less than seventy-five percent (75%) of the Units that may be created have not been conveyed, upon the expiration of 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, Co-owners other than the Developer shall have the right to elect a number of Directors of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of Directors of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights of Co-owners other than the Developer otherwise established above in subsections b(1), b(2) and b(3). Application of this subsection does not require a change in the size of the Board of Directors.

(5) If the calculation of the percentage of Directors of the Board of Directors that the non-developer Co-owners have the right to elect under subsections b(1), b(2), and b(3) above, or if the product of the number of Directors of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection b(4) results in a right of non-developer Co-owners to elect a fractional number of Directors of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of Directors of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer will have the right to designate the remaining Directors of the Board of Directors. Notwithstanding the foregoing, application of this subsection b(5) will not eliminate the right of the Developer to designate one (1) Director to the Board as provided in subsection b(3).

(6) For purposes of calculating the timing of events described in this subsection b, and in subsection d of this Section 4.03, conveyance by the Developer to a Residential Builder, regardless of whether the Residential Builder is an affiliate of the Developer, is not considered a sale to a non-Developer Co-owner until such time as the Residential Builder conveys the Unit with a completed residence on it or until the Unit contains a completed residence which is occupied as a home, whichever first occurs.

c. **Removal of Directors.** Except for the First Board of Directors, or any successor Director designated by the Developer, a Director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote. The Developer shall have the exclusive right to remove and replace any and all of the First

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Board of Directors or any Director designated by the Developer, at any time or from time to time, and in its sole discretion.

d. **Vacancies During Development.** 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 remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant Directorship; provided however, that only non-Developer Co-owners shall have the right to fill any vacancy occurring in a Directorship which was previously filled by an election of Co-owners other than the Developer.

e. **Subsequent Vacancies.** Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project or which occur after ten percent (10%) of the Units that may be created are no longer unsold, whichever is longer, and which vacancies are caused by any reason other than the removal of a Director by a vote of the members of the Association, will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person elected by vote of the Directors shall serve as a Director until a successor is elected and qualified at the next annual meeting of the Association or until the person is duly removed or no longer qualifies as the Director, whichever first occurs. Vacancies caused by the removal of a Director by a vote of the members of the Association shall only be filled by a vote of the members.

f. **Actions of First Board.** All actions of the First Board 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, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

4.04. Powers and Duties. The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium Documents or specifically required by the Condominium Documents to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties and powers and those 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 have the following specific powers and duties:

a. Care, upkeep and maintenance of the General Common Elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings and certain Limited Common Elements as set forth in the Condominium Documents;

b. Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium Property and the Association;

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c. Contract for and employ persons to assist in the management, maintenance, administration and security of the Project;

d. Subject to Section 7.06 of these Bylaws and other pertinent provisions of the Condominium Documents, adoption and amendment of Rules covering the details of the use of Condominium Project and operation and governance of the Association;

e. Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Project and the Association, and designating signatories required for such purposes;

f. Obtaining insurance for Project, the Association, and/or the Board, the premiums of which shall be an expense of administration;

g. Authorizing the execution, acknowledgement and delivery, on behalf of Co-owners, of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property interests of the Association;

h. Making repairs, additions and improvements to, or alterations of, the Project, and repairs to and restoration of the Condominium Property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

i. Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and/or the operation of the Association and, upon written notice to all Co-owners, instituting actions on behalf of and against Co-owner(s) in the name of the Association (provided, however, that such notice need not be given with respect to actions where the primary purpose to collect unpaid assessments);

j. Establishing such committees as it deems necessary, convenient or desirable, and appointing persons to the committees for the purpose of implementing the management and administration of the Project and delegating to such committees any function or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

k. Exercising such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;

l. Granting, on behalf of the Co-owners, concessions, easements or licenses for the use of the General Common Elements of the Project in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Project

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for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated; and

m. Dedicating all or any portion of the General Common Elements to or for the use of the public.

4.05. Books and Records. The Association shall prepare and maintain books and records containing detailed accounts of the Association's expenditures and receipts and of the meetings of the Association's members and directors, and shall prepare and distribute to each co-owner at least once each year a financial statement, the contents of which shall be defined by the Association. The Association shall also prepare and maintain such other books and records that the law requires and that the Board of Directors deems necessary or appropriate. All books, records, contracts and financial statements concerning the administration and operation of the Project shall be available for examination by any of the Co-owners and their mortgagees at times mutually convenient to the requesting party and to the keeper of the documents to be examined. Reviews and audits of the Association's books, records and financial statements shall be governed by Section 57 of the Act, with the Association reserving the right, if it qualifies under the Act, to opt out, on any annual basis, of any annual review and/or audit requirements by an affirmative vote of a majority of the members by any means permitted under the Condominium Documents

4.06 Right of Access. The Association and its agents shall have access to each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant of the Unit, for the purpose of maintenance, repair or replacement of any of the Common Elements located in the Unit or accessible from the Unit, and for the purpose of making emergency repairs necessary to prevent damage to other Units, the Common Elements or both, provided however, that nothing contained in this subsection shall be construed to permit the Association access inside the residence (including garage) constructed within each Unit without the express written permission of the Unit's Co-owner except in emergency situations when immediate access is deemed to be necessary to prevent significant injury or property damage.

4.07. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount set forth in this Section on or before the Transitional Control Date, and shall be maintained at a level which is equal to or greater than ten percent (10%) of the then current annual budget of the Association on a noncumulative basis. **The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.**

4.08. Construction Liens. A construction lien arising as a result of work performed within a Unit or appurtenant Limited Common Element shall attach only to the Unit for which the work was performed, and a lien for work authorized by the Developer or principal contractor shall

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attach only to Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Unit or any limited Common Elements for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.09. Managing Agent. The Board may employ for the Association a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the powers and duties listed in Section 4.04. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days after that date, and on thirty (30) days notice at any time thereafter for cause.

4.10. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of Officers of the Association and may contain any other provisions pertinent to Officers and Directors of the Association not inconsistent with these Condominium Bylaws. Officers may be compensated, but only upon a majority vote of all Co-owners entitled to vote.

4.11. Indemnification. All Directors and Officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association, upon ten (10) days' notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws and/or any other Condominium Documents. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion. At least ten (10) days' prior written notice of any payment to be made under this Section shall be given to all Co-owners.

ARTICLE V

ASSESSMENTS

5.01. Determination of Regular Assessments. The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common expenses of the Project for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such common charges ("**Regular Assessments**") against all Co-owners as set forth in Section 5.04 of these Condominium Bylaws.

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5.02. Increase of Regular Assessment During Fiscal Year. Absent Co-owner approval as provided in these Condominium Bylaws, Regular Assessments shall only be increased by the Board during a given fiscal year of the Association in accordance with the following:

a. If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of the Common Elements and/or the budgeted costs of operating the Association; or

b. To provide for the replacement of existing Common Elements; or

c. To provide for the purchase of additions to the Common Elements in an amount not exceeding Two Thousand Dollars ($2,000) for the additions or Seventy-Five Dollars ($75) per Unit annually to operate, maintain, hold and repair the additions, whichever is less; or

d. In the event of emergency or unforeseen development.

Any increase in Regular Assessments for a given fiscal year other than or in addition to the foregoing shall require approval by a vote of sixty percent (60%) or more of the Co-owners entitled to vote.

5.03. Administrative Expenses. The common expenses of the Project shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Project under the powers and duties delegated to it under the Condominium Documents and applicable law, and may include, without limitation, amounts to be set aside for working capital of the Association, for a general operating reserve, for a reserve fund as generally described in section 4.07 of these Condominium Bylaws and for meeting any deficit in the common expenses for any prior year. 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 Project, shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Project shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Project owned or possessed in common by the Co-owners, and all personal property taxes on such property shall be treated as expenses of administration.

5.04. Levy of Assessments.

a. **Payment.** Except as may be provided otherwise in these Condominium Bylaws, all Regular Assessments shall be apportioned among and paid by the Co-owners based upon their respective Percentages of Value. As determined by the Board of Directors, Regular Assessments shall be payable in monthly, quarterly, semi-annual or

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annual installments, in advance, commencing with acceptance of a conveyance of a Unit, or with the acquisition of title to a Unit by any other means. The Board shall have authority to offer reasonable discounts for prepayments and/or other payment arrangements which, in the Board's opinion, benefit the Association.

b. **Copies.** The Board shall advise each Co-owner in writing of the amount payable by the Co-owner and shall furnish to all Co-owners copies of each budget upon which such common charges are based. Failure to deliver a copy of the budget, or the amount of any Co-owner's assessment obligations to each member shall not affect any member's liability for any existing or future assessment.

c. **Possible Relief**. The Board of Directors, including the First Board, may relieve any Co-owner who has not constructed a residence within his or her Unit from payment, for a limited period of time, of all or some portion of his or her respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his or her Unit.

5.05. Determination of Special Assessments. The Board has the power to levy special assessments against all Co-owners and their Unit(s) and/or against those Co-owner(s) and the Unit(s) of Co-owner(s) that, in the Board's opinion either will benefit from the expenditure for which the special assessment was levied, or which are likely to cause, or will cause, the Association to incur any expense that will not benefit the entire Association. All special assessments levied against a Unit or Units shall be determined by the Board of Directors, after notice to the affected Co-owner(s) of such proposed special assessments. By resolution, the Board shall determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, equitably apportion the special assessment among Co-owners. Special assessments levied against Units to cover the expenses of administration of Limited Common Element areas shall be apportioned among the affected Co-owners according to their respective Percentages of Value or according to such other formula as may be determined by the Board to be equitable under the circumstances. If more than one affected Co-owner objects to the proposed special assessment or terms of payment in a written notice served on the Board no later than ten (10) days after service of the notice on the Co-owners, then the Board promptly shall schedule a meeting on the issue and the proposed special assessment shall be set aside or the payment terms revised if at the meeting forty percent (40%) of all Co-owners entitled to vote vote to set aside the assessment or revise the payment terms, as the case may be.

5.06. Collection of Assessments.

a. **Lien.** All assessments levied against a Co-owner by the Association which are unpaid constitute a lien upon the Units owned by the Co-owner at the time of the assessment, prior to all other liens except tax liens in favor of any state or federal taxing

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authority and sums unpaid on a first mortgage of record recorded prior to the recording of any notice of lien by the Association. For purposes of this subsection a, the term "assessment" includes, without limitation, all Regular Assessments, all special assessments, all fines, interest, late charges, costs of collection and other sums owed to the Association by reason of a Co-owner's failure to adhere to the Condominium Documents. The lien upon each Unit owned by a Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Unit(s) no longer owned by the Co-owner but which became due while the Co-owner had title to the Unit(s).

b. Personal Obligation. Each Co-owner shall be personally obligated for the payment of all assessments levied with regard to his or her Unit during the time that he or she is the owner of the Unit, and no Co-owner may exempt himself or herself from liability for his or her contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit.

c. Acceleration; Late Charges. In the event of default by any Co-owner in paying an assessment or an installment of an assessment, the Board may accelerate and declare all unpaid installments of the Regular Assessments for the pertinent fiscal year and all unpaid installments of any special assessment immediately due and payable. In addition, the Board may assess on past due assessments reasonable late charges, as determined from time to time by Board resolution or by Rule. The late charges may be in the form of a one-time charge for a payment more than a certain number of days overdue, a daily charge from the due date until the date paid, a charge for each week or month (or portion thereof) that a payment is late and/or such other form(s) as the Board may determine from time to time by resolution or Rule.

d. Expenses. All expenses incurred in attempting to collect any sums owed to the Association, including assessments, late charges, interest, costs and reasonable actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, shall be deemed to be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner, unless the Board of Directors takes affirmative action to the contrary.

e. Additional Remedies. In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. Each Co-owner, and every other person who from time to time has any interest in the Project, will 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

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by applicable law for foreclosures by advertisement. **Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection, including this power of sale, and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit.** The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the Association on behalf of the Co-owners. 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 in this subsection 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, provided, however, that any foreclosure or pre-foreclosure procedures which by their nature and description would apply only to mortgages and not association liens (such as mortgage counseling) shall not be required as part of the assessment lien foreclosure process, and the process shall be further modified by the application of any applicable provisions of the Act. Unless the Board of Directors establishes a different default interest rate by Rule or resolution, the Co-owner in default shall pay to the Association, upon demand, and the Association is entitled to receive, reasonable interest on the principal amount owed to the Association from the date due to the date paid at the rate of seven percent (7%) per annum or the highest rate permitted by law, whichever is lower, and the expenses, costs and attorney fees for foreclosure by advertisement or judicial action.

f. Notice of Lien. A foreclosure proceeding may not be commenced without the recordation and service of a notice of lien in accordance with either the requirements of Section 108 of the Act (if different from the following provisions) or the following provisions:

(1) The notice of lien shall set forth:

(a) The legal descriptions of the Unit(s) to which the lien attaches;

(b) The name(s) of the Co-owner(s) of record of the Unit(s); and

(c) The amount due the Association at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

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(3) The notice of lien shall be recorded in the office of the Kalamazoo County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceeding.

g. Cumulative Remedies. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the delinquent Co-owner or anyone claiming under the Co-owner. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) day's written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and, as provided in Section 2.03 of these Bylaws, might lose voting privileges; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his or her Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising multiple remedies and such other remedies as may be permitted and available at law or in equity.

h. Association Actions. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. Actions for money damages and foreclosure may be combined in one action. Any restrictions on leasing a Unit contained in the Condominium Documents shall not apply to any Unit owned by the Association during the period of the Association's ownership of the Unit.

i. Liability for Assessments During Redemption Period. Unless otherwise specifically provided by applicable law and in addition to any liability they may have to pay other assessment, the Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Unit, are liable for assessments by the Association chargeable to the Unit that became due on or after the date of any foreclosure sale and on or before expiration of the period of redemption, together with interest, protective advances made by the Association and attorney fees.

j. Priorities. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charge of whatever nature except the following: (a) amounts due the State, any subdivision of the State, or any municipality for taxes and/or special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority over the unpaid assessments.

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5.07. Application of Payments. All payments on account of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable actual attorney fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

5.08. Financial Responsibility of the Developer. The following provisions govern the financial responsibilities of the Developer and any Residential Builders with respect to the payment of Regular Assessments and special assessments levied by the Association:

a. **Pre-Turnover Expenses**. Prior to the Transitional Control Date, the Developer and any Residential Builder will not be responsible for any payment to the Association, including Regular Assessments and special assessments, on a Unit owned by the Developer or Residential Builder until such time as the Unit contains a completed residence; provided, however, that it will be the Developer's responsibility to keep the books balanced and to avoid any deficit in operating expenses. At the time of the initial meeting of members, the Developer shall ensure that the general operating account of the Association does not have a negative balance and that the Reserve Fund described in Section 4.07 of these Bylaws contains an amount equal to at least ten per cent (10%) of the then current annual budget of the Association.

b. **Post-Turnover Expenses**. After the Transitional Control Date has occurred, the Developer and any Residential Builder will not be responsible for any payment to the Association, including Regular Assessments and special assessments, on a Unit owned by the Developer or Residential Builder until such time as the Unit contains a completed residence.

c. **"Completed Residence"**. For purposes of this Section 5.08, a "completed residence" means an occupied residential structure or a residential structure with respect to which a certificate of occupancy or its equivalent has been issued by the applicable local authority, but the Developer shall not be required to pay Regular Assessments on a "model home" or office.

d. **Exempted Costs**. In no event will the Developer be liable for the portion of any Regular, general or special assessment levied to finance litigation or other claims against the Developer or any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

e. **Act to Govern**. As long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of the Condominium Documents and of the Act.

5.09. Creditors. The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of

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any creditors of the Association. Nothing contained in these Bylaws shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

5.10. "Buy-in and Clubhouse Fees". At the closing of the first purchase of each Unit from the Developer or a Residential Builder by a Co-owner, the Co-owner shall pay to the Association a "buy-in fee" of One Thousand Dollars ($1,000) (or such other amount as may be determined by the Developer from time to time) to be used to pay the Association's operating expenses, to be deposited in the Association's reserve account, and/or to be used as otherwise determined by the Board and a "clubhouse fee" in an amount to be determined by the Developer from time to time to be used by the Association to construct a clubhouse and/or to be used as otherwise determined by the Board.

ARTICLE VI

TAXES, INSURANCE, EXTENSIVE DAMAGE AND EMINENT DOMAIN

6.01. Taxes. All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or any phase was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the Percentage of Value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other Units or parts of Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership of the Unit.

6.02. Insurance. The Association, to the extent deemed appropriate by the Board of Directors and to the extent such insurance is available, shall obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, public liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All such insurance shall be purchased by the Board for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

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a. **Co-Owner Responsibilities.** Each Co-owner shall be responsible for obtaining casualty insurance at the Co-owner's own expense with respect to the house, garage and all other improvements constructed or to be constructed within the Co-owner's Unit, and for any Limited Common Elements (except sidewalks and driveways) solely appurtenant to his or her Unit in an amount not less than the amount required to repair or replace the house or other improvement to substantially the same condition it was in before the casualty. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Project, for personal liability for occurrences within his or her Unit, and elsewhere in the Project and, if the Co-owner so desires, for alternative living expenses in the event of fire or other casualty causing temporary loss of use of the improvements within the Unit. Each required policy obtained by a Co-owner shall provide that the policy coverage can't be canceled or substantially changed without at least thirty (30) days prior written notice to the Association unless a policy containing substantially the same coverage is simultaneously obtained by the Co-owner. Each Co-owner shall provide the Association, promptly after the written demand and at such other times as the Association shall determine by Rule and/or Board resolution, such written proof of insurance and evidence of compliance with this Section 6.02 as the Association may require. If a Co-owner fails to provide the Association with proof that the Co-owner's house is insured against casualty as required by the Association, the Association may, but it not required to, obtain such insurance and the amount paid for the premium and late charges at the rate of seven percent per annum plus such other charges as may be imposed by Rule or resolution, shall be assessed against the Co-owner and shall be paid by the Co-owner within ten (10) days of the date of service of the written notice of assessment on the Co-owner.

b. **Association Responsibilities.** The Association shall obtain property insurance for all of the buildings (if any) and all other improvements (such as streets, sidewalks, and driveways) constructed or to be constructed within the Common Elements of the Project (but not for any homes or appurtenant structures) and general liability insurance for occurrences within the Project for the benefit of all of the Co-owners of the Project. All expenses for such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units who request and/or are benefitted by such endorsement. All such property and liability insurance purchased by the Association shall be for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear.

c. **Limited Common Elements Appurtenant to Multiple Units.** The Association shall insure any Limited Common Element of the Project which is appurtenant to more than one Unit (if any) against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and appropriate, and in an amount to be determined from time to time by the Board. To the extent possible, all expenses for insurance relating to such Limited Common Elements shall, be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Elements are appurtenant.

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d. Association Not Responsible. Except as may be otherwise provided in the Condominium Documents, the Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements which are appurtenant to a single Unit or with respect to the Units or any improvements constructed within the Units.

e. Fidelity Insurance. The Association may maintain, if desired, fidelity insurance coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

f. Waivers of Subrogation. The Association and all Co-owners shall use their reasonable best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurers waive their rights of subrogation as to any claims against any Co-owner or the Association.

g. Power of Attorney. The Board of Directors is irrevocably appointed the agent for the Association, each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board, and/or the Association and to execute and deliver releases upon the payment of claims.

h. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorney fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

i. Premium Expenses. Except as may be otherwise set forth in the Condominium Documents, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

j. Notice of Changes. Each insurance policy obtained by the Association should provide for at least ten (10) days' notice to the Association and to all holders of recorded first mortgages and guarantors of record of those mortgages before the insurer can cancel or substantially modify such policy in a manner that may be significantly adverse to such mortgages, guarantors and the Association unless a policy of insurance providing substantially the same coverage is simultaneously obtained by the Association.

6.03. Reconstruction and Repair.

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a. **Co-owner Responsibility.** If any house, garage or other improvement which a Co-owner is required to insure is damaged or destroyed, the Co-owner shall use the insurance proceeds to restore the affected improvements to substantially the same conditions they were in before the damage or destruction. Each Unit and Limited Common Element shall have substantially the same vertical and horizontal boundaries as existed before the damage or destruction. The Co-owner must restore the damaged or destroyed house, garage, or other improvement to substantially the same condition it was in immediately prior to the damage or destruction (or better condition) regardless of whether the insurance proceeds are sufficient to pay the entire costs unless eighty percent (80%) of all Co-owners entitled to vote vote at a meeting called for such purpose to allow the Co-owner to avoid all or some of the Co-owner's reconstruction responsibilities.

b. **Association Responsibility – Sufficient Proceeds.** If any part of the Condominium Property is destroyed or damaged for which the Association has responsibility for repair or reconstruction, and the proceeds of the insurance policy or policies payable by reason of the damage or destruction are sufficient to reconstruct the property which has been destroyed or damaged, the proceeds shall be used for such purpose. As used in this Section, "reconstruction" means the restoration of the Condominium Property to substantially the same condition that existed before the damage or destruction occurred, with each Common Element having substantially the same vertical and horizontal boundaries as existed prior to the damage or destruction.

c. **Association Responsibility – Insufficient Proceeds.** If the property which the Association is required to insure is damaged or destroyed and is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described above, a decision to reconstruct the property shall be made only by the affirmative vote of not less than eighty percent (80%) of the Co-owners voting at a meeting called for that specific purpose. Any such meeting shall be held within thirty (30) days following the final adjustment of the insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. At any such meeting, the Board or its representatives shall present to the Co-owners an estimate of the cost of the reconstruction and the estimated amount of special assessments to be levied against each Unit inorder to pay for reconstruction. If the property is reconstructed, any insurance proceeds received shall be applied to reconstruction, and special assessments may be levied against the Units in order to pay the balance of the reconstruction costs.

d. **Withdrawal from the Project.** If any property situated in the Project is damaged or destroyed and is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described above, and if a decision to reconstruct is not made in the manner provided by subparagraph 6.03c, or a Co-owner fails to reconstruct or repair as required by 6.03a, then provision for the withdrawal of the damaged property from the provisions of the Act (or conversion of an unconstructed Unit and appurtenant Limited Common Elements to General Common Elements) may be made by the affirmative vote of not fewer than eighty percent (80%) of the Co-owners voting at a meeting called for the specific purpose. Any such meeting shall

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be held within thirty (30) days following the final adjustment of insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. If any Unit or portion of a Unit is withdrawn, portions of Common Elements may also be withdrawn from the Project and/or easements for ingress and egress and utilities may be created to serve the withdrawn property, and if Unit(s) are withdrawn or converted to General Common Elements, then the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit.

e. **Allocation of Proceeds**. In the event of the withdrawal or removal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn or removed Units and/or Common Elements on the basis of the square footage withdrawn or such other equitable basis as the Board of Directors may determine. As compensation for such withdrawals or removals: (i) any insurance proceeds allocated to withdrawn or removed Units or portions of Units shall be applied in payment to the Owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn or removed Units, or portions of them; (ii) any insurance proceeds allocated to withdrawn or removed portions of the Limited Common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (iii) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Owners in portion to their relative percentages of ownership in the Common Elements. Upon the withdrawal or removal of any Unit or portion of a Unit, the Owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire Unit is withdrawn or removed, or for the payment of a portion of such assessments.

f. **Compliance with Act**. If the property which is damaged or destroyed is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described in this Section, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs 6.03c or 6.03d, the provisions of the Act shall apply.

g. **Notice to Mortgagees.** Prompt written notice of any and all material damage or destruction to a Unit or any part of the Common Elements shall be given by the Association to the holder of a first mortgage lien and to any guarantor of that mortgage of which the Association has notice, on any Unit directly and specially affected by the damage or destruction.

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

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a. **Units.** In the event of the taking of all or any portion of a Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, the Co-owner and his or her mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project and shall execute and deliver in recordable form all recordable documents requested by the Association to evidence the investment of interests.

b. **Common Elements.** In the event of the taking of all or any portion of the Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of sixty-six and two-thirds percent (66 2/3%) or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate; provided, however, that if the taking of any improved Common Elements would deprive a Unit of access of any other necessary feature, the improvement or other feature shall be replaced with substantially similar replacements using the condemnation proceeds and, if necessary, Association funds.

c. **Amendment to Master Deed.** In the event the Project continues after taking by eminent domain, the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner or the Co-owners as a group.

d. **Notice to Mortgagees.** In the event any Unit, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien, and any guantor of such lien of which the Associal has actual notice, on any of the Units substantially affected by the proceeding.

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.01. Residential Use. The Units shall be used exclusively for single family residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a residence or purposes incidental to residential use. For purposes of the Condominium Documents, "Single Family" means one (1) person or a group of two (2) or more persons who live

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together as a single housekeeping unit having a demonstrable and recognizable permanent bond characteristic of a cohesive group of people, expressly not including any group of people such as a fraternity, sorority, club, college students, or other individuals where a common living arrangement is temporary. The Board, by Rule, may revise this definition of "Single Family."

7.02 Home Occupations. Home occupations conducted entirely within the house and participated in solely by members of the immediate family residing in the house, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, are expressly declared to be incidental to primary residential use. It shall be the responsibility of any Co-owner wishing to conduct a home occupation to obtain any required approval or permit from local governmental authorities or other third parties. To the extent permitted by law, no building intended for business uses, and no use of any Unit as an apartment house, rooming house, day care facility, foster care residence or other commercial use of any kind shall be permitted or operated within the Project.

7.03. Common Elements. The General Common Elements shall be used only by the Co-owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other customary purposes incidental to use of the Units; provided, however, that any roadways, clubhouse, sidewalks, stormwater detention basins, storage areas or other common areas designed for a specific use shall be used only for their obvious intended purposes and any other approved in writing by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, but shall be subject to any lease, concession or easement presently in existence or entered into by the Developer or the Association, acting through the Board, at some future time.

7.04. Architectural Control. Almost all of the land in the Project is a General Common Element owned in common by all of the Co-owners, so no Co-owner has the right to construct or install any building, improvement, wall, fence, hedge or "underground fence" within the Project without the prior written approval of the Board and, for the thirty (30) year time period described in subsection 7.05b below, the Developer. It is expected that the Developer will cause to be constructed all of the homes, garages and other structures and improvements to be located within the Project initially. The Association may promulgate Rules to govern the construction or installation of patios, decks, outbuildings and special landscaped areas under subsection 7.05 below on General Common Element land, but all such Rules do not apply to the Developer and affiliates of the Developer and are subject to the approval of the Developer during the aforementioned thirty (30) year period.

7.05 Use and Occupancy Restrictions. In addition to the general requirements of Sections 7.01 – 7.04, the use of the Units and Common Elements by any Co-owner shall be subject to the following specific restrictions:

a. **Occupancy Limits**. No Co-owner shall permit his or her Unit to be occupied by more people than the number permitted by any applicable governmental restrictions.

b. **Exterior Alterations**. No Co-owner shall make any alteration, addition or

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improvement to any General Common Element, nor make changes to the exterior appearance (including color) or structural members or components of any improvement within a Unit or Limited Common Elements appurtenant to his or her Unit without the prior written approval of the Board (and of the Developer for a period of thirty (30) years commencing with the recording of the Master Deed for the Project - - the appearance of the Project being of utmost importance to the Developer not only for the sake of having the Developer's vision for the Project being fulfilled, but also for the sake of the Developer's using the Project's appearance in marketing the development and sale of other residential construction projects. The Developer may grant or withhold its approval in its sole discretion). The Board shall not approve any alteration or structural modification which would jeopardize or impair the soundness, safety or appearance of the Project. A Co-owner may make alterations, additions or improvements within his or her Unit which do not affect the exterior appearance of the Unit without the prior approval of the Developer or the Board, but such Co-owner shall be responsible for any damage to the Common Elements resulting from any such alteration, addition or improvement. The provisions in this subsection b are in addition to, and not superseded by, the more detailed provisions regarding the appearance of improvements within the Project. Notwithstanding anything contained in the Condominium Documents to the contrary, each Co-owner may display a single United States flag of a size not greater than 3 feet by 5 feet anywhere on the exterior of the Co-owner's Unit; provided, however, that the Association, by Rule, may specify the flag holder(s) that Co-owners may use to display such flags.

c. **No Boarder or Transient.** No portion of a Unit may be rented and no transient tenant may be accommodated in any building; provided, that this restriction shall not prevent the rental of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in a manner permitted by Article IX.

d. **Nuisances.** No nuisance shall be permitted within the Project nor shall any use or practice be permitted which is a source of annoyance to any resident within the Project or which interferes with the peaceful possession or proper use of the Project by any resident. The Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Condominium Property to appear in an unclean or untidy condition. No substance or material shall be kept in any Unit or on any Common Element that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, safety, comfort or serenity of the occupants of surrounding Units.

e. **Insurance Risks.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the cost of insurance for the Project without the prior written consent of the Board. If the Board consents to an activity which increases the rate of insurance to the Project, the Board shall specifically assess the Co-owner for any increased cost of insurance. No Co-owner shall permit anything to be done or kept in his or her Unit or within the Common Elements which will result in the cancellation of insurance on any part of the Common Elements or which would be in violation of any law.

f. **Signs.** No sign or other advertising device including, but not limited to, "for

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sale" signs advertising the Unit for sale, shall be displayed from any residence or within any Unit or Common Element which is visible from the exterior of the Unit or from any Common Element without written permission from the Board.

g. **Approved Landscaping**. Notwithstanding the provisions of subsection b above, a Co-owner may submit to the Developer so long as the Developer owns at least one (1) Unit or during the thirty (30) year period described in subsection 7.05b, whichever is longer, and thereafter to the Board, a written application and plan for a landscaped area to be created to the rear of the Co-owner's house. The application and plan must contain the dimensions of the area to be landscaped and detailed descriptions of the types and sizes of plants and of any other improvements to be installed, and shall contain such other information and details as the Developer may require or as the Board, by Rule, may require. Any approval, if given, may be conditioned on such terms as the Developer and/or Board, as the case may be, deem appropriate, such as the Co-owner's properly maintaining the landscaped area and/or paying and/or reimbursing the Association for any additional maintenance, repair and replacement costs that the Association may be required to pay as a result of the landscaping.

h. **Personal Property**. No Co-owner shall display, hang or store any clothing, sheets, towels, blankets, laundry or similar articles outside his or her house, or which may be visible from the outside of his or her Unit (other than white draperies or curtains, blinds or shades or window coverings of a different color if approved in writing by the Developer during the Development Period or during the thirty (30) year period described in subsection 7.05b, whichever is longer, and by the Board thereafter), or paint or decorate or adorn the Limited Common Elements outside of his or her Unit or install on any Limited Common Element or exterior wall or roof of the structure within the Unit any CB or short wave antenna, window air conditioning unit, snap-in window divider, awning or other equipment, fixture or item of any kind, without the prior written permission of the Developer during the Development Period or such thirty (30) year period (whichever is longer) and thereafter of the Board. The restrictions contained in this subsection shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a deck, patio or open porch appurtenant to his or her Unit; provided, however, that no such furniture or other personal property shall be stored on any open deck, patio or open porch which is visible from another Unit or from the General Common Elements of the Project during the winter season.

i. **Fireworks and Weapons**. No Co-owner shall use or permit the use by any occupant, agent, tenant, invitee, guest or member of his or her family of any firearm, air rifle, pellet gun, B-B gun, bow and arrow, illegal firework or other dangerous weapon, projectile or device anywhere on or about the Project.

j. **Pets and Animals**. Without the express prior permission of the Board and except as provided below in this subsection j, no animal shall be kept in a Unit or permitted within the Project except that a Co-owner may have aquatic or marine animals in an aquarium, small animals such as gerbils, guinea pigs, and hamsters maintained within a house, and domesticated cats, dogs, and birds. All animals kept within the Project shall be

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registered with the Association in such manner, and using such forms, as the Association may require. There shall be a maximum of two (2) domesticated cats and/or dogs in any Unit and all animals shall be taken off of paved areas and onto green areas for the purpose of relieving themselves. Animal owners shall immediately remove any waste created by their animal and may be fined and/or otherwise appropriately penalized by the Association for failing to remove such waste. No animal or pet of any kind may be brought or kept in any Unit or within the Project by any guest or tenant of any Co-owner for more than all or part of ten (10) consecutive calendar days or such other period(s) as the Board may decide by Rule unless advance written approval is obtained from the Board. Each Co-owner whose guest or tenant brings an animal to the Project shall be jointly and severally liable with such guest or tenant for all damage and all violations of the Condominium Documents stemming from the presence of such animal within the Project. All pets kept in the Project shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No dangerous animal may be kept in the Project. Each person who has an animal within the Project must comply with all Township ordinances and other governmental laws and restrictions pertaining to the animal and no approval of the Board pertaining to the animal shall be construed as Township or governmental approval. No animal may be permitted to run loose upon the Common Elements and each animal shall at all times be attended by a responsible person while on the Common Elements. All animals on the Common Elements shall be controlled by leash, held by a person of sufficient age, size and discretion as to be able to exert complete control over such animal. Each Co-owner, tenant, and/or guest who is responsible for an animal which has been brought or kept within the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal within the Project. Any agent or employee of the Association, any Co-owner, and other person, without liability of any nature for such action, shall have the right to seize, hold, contain and confine any animal found loose within the Project, and to return the same to its owner or to deliver the same into the custody and control of any animal warden, police officer, or humane society, who will accept custody and control of such animal. A Co-owner may be released from all or any of the restrictions contained in this subsection j by written approval of a majority of the Board. The Board may revoke, for cause, any permission or consent for the keeping of an animal within the Project and remove or cause to be removed from the Project any animal determined by the Board to be in violation of the Condominium Documents. The Board may specially assess the Co-owner of any Unit for any expenses incurred by the Association as a result of damage caused to the Common Elements or to a person, animal or property by the Co-owner's animal or by any other animal the Co-owner or his or her guests, family members or tenants bring to the Project. No revocation of permission or consent, removal of an animal from the Project or special assessment for injuries or damages as described in the preceding two sentences shall be made without first giving the Co-owner in question written notice describing the alleged violations of the Condominium Documents and the actions proposed to be taken by the Board and the opportunity to present the Co-owner's facts and arguments to the Board in accordance with Article XII of these Condominium Bylaws. At any time, the Board may condition its approval of an animal on payment by the Co-owner responsible for the animal of a reasonable charge to be paid with the Co-owner's Regular Assessments. As required by law, the Association will make reasonable accommodations for Co-owners and other authorized occupants of Units who

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are legally entitled to enjoy the benefits of "service" or "assistance" animals, but all such animals must comply with all applicable requirements of the Condominium Documents pertaining to the keeping of, and behavior of, animals within the Project.

k. **Vehicles.** No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft), motor, motorcycle, or vehicle except within a garage or house where totally isolated from public view. Except as may be revised by Rule, no more than two (2) automobiles, motorcycles or other vehicles customarily used for transportation purposes shall be kept overnight outside a closed garage appurtenant to any Unit by those persons residing in or using that Unit; provided, that no automobile, motorcycle, boat or other vehicle which is not in operating condition shall be permitted outside of a closed garage. No commercial vehicle or truck shall be parked in or about the Project except when making deliveries or pick-ups in the normal course of business or when parked inside the garage with the garage door closed or when used by a Co-owner as his or her personal vehicle. No recreational vehicle, motor home, boat or trailer shall be parked outside of a garage except for brief periods of time, not to exceed twenty four (24) hours or such other period as the Association, by Rule, may allow, for loading and unloading. No snowmobile, dirt bike, go-cart, all-terrain vehicle or other motorized recreational vehicle shall be operated or kept within the Project outside of a garage in a location which permits the garage door to be closed. No parking of any boat, automobile, truck, trailer, motorcycle, or other vehicle mentioned in this subparagraph k shall be parked on any grass within the Project at any time.

l. **Storage.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash), without the prior written consent of the Board. No activity shall be carried on or condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements which despoils the appearance of the Project.

m. **Utility Access.** No Co-owner shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or to any Unit in any manner which affects an Association responsibility in any way, without the prior written consent of the Board.

n. **Satellite Dishes and Other Antennas.** Except as may be permitted by duly adopted Rules, no over-the-air reception device or equipment such as those used for the receipt of video programming services, including direct broadcast satellite, television broadcast and multipoint distribution service (collectively, "Satellite Dish") larger than one meter in diameter in size may be installed within the Project except that antennas designed to receive television broadcast signals may be installed, regardless of size, in accordance with duly adopted Rules. Satellite dishes one meter and smaller in diameter may be installed in the Project as permitted by duly adopted Rules. The Rules adopted pursuant to this subparagraph m shall not be inconsistent with any then valid and existing rule of the Federal Communications Commission or its successor.

o. **Seasonal Overnight Parking.** So as to enable more efficient snow removal

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from the streets, and safer travel on potentially icy roads, no vehicle shall be parked overnight on any street within the Project during the "winter months" without the express prior written approval of the Board. For purposes of this subsection, "winter months" shall mean the period from November 15 through March 15, provided, however, that the Board, by Rule, may change the definition of "winter months" and/or adopt additional or different provisions regarding overnight street parking.

p. No Boulevard Parking. No vehicle shall be parked within or adjacent to Cottage Pointe Boulevard except in any designated parking spaces.

q. Clubhouse. The Condominium Subdivision Plan depicts a "clubhouse building" as a possible "need not be built" improvement which, if constructed, would be located near the southernmost part of Phase 1 of the Project. The Association's Board of Directors will decide whether the clubhouse building will be constructed, but, for the reasons described in subsection 7.05b above, during the Development Period or for a period of thirty (30) years from the date the Master Deed was recorded, whichever is longer, the Association shall not cause or permit the construction of the clubhouse to commence without the Developer's prior written approval of the builder or the general contractor responsible for the construction, the design of the building, and the building plans and specifications.

r. Arbitration and Hearing. Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific provision or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Co-owners and other parties having an interest in the Project.

s. Construction. The restrictions placed upon the Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of adjacent lands owned by the Developer or any affiliated person or entity.

7.06. Rules. Reasonable rules and regulations concerning the appearance and use of Units and Common Elements and governance and operation of the Project and the Association may be promulgated and amended by the Board ("Rules"). Rules may supplement, explain or expand upon other provisions of the Condominium Documents, but they may not expressly contradict any of the provisions. Copies of the Rules shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked at any time by the affirmative vote of a majority of all Co-owners in number entitled to vote. No Rule may be adopted, amended or revoked without the written consent of the Developer during the Development Period or the 30- year period described in subsection 7.05b above, whichever is longer.

7.07. Remedies on Breach. A default of the Condominium Documents by a Co-owner shall entitle the Association to the following relief in addition to any other relief to which the Association may be entitled under the Condominium Documents and/or applicable law:

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a. **Cumulative Remedies.** An action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven (7) days' notice, the levying of fines against Co-owner(s) after notice and hearing and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

b. **Attorney Fees.** Unless prohibited by law, the Association shall be entitled to recover on demand from any Co-owner (but not the Developer) all costs and expenses, including reasonable actual attorney fees, incurred by the Association to investigate and enforce its rights and remedies after a default of the Condominium Documents by a Co-owner, regardless of whether a lawsuit or other formal proceeding is commenced. In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, shall be entitled to recover the cost of the proceeding and such reasonable and actual attorney fees as may be determined by the court.

c. **No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

7.08. Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Co-owner in the Project.

7.09. Enforcement By Developer. The Project shall at all times be maintained in a manner consistent with high standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all persons interested in the Project. If at any time the Association or a Co-owner fails or refuses to carry out its obligations to maintain, repair, replace and landscape a Common Element or Unit in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping or maintenance or repair to an improvement required by these Bylaws and to charge the cost of doing so to the Association or defaulting Co-owner as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period and the additional period described in subsection 7.05b above, which right of enforcement shall include (without limitation) an action to restrain and/or enjoin the Association and/or any Co-owner from any activity prohibited by the Condominium Documents.

7.10. Reserved Rights of Developer. The restrictions contained in this Article VII shall not apply to the commercial activities or signs or billboards, if any, of the Developer, affiliate or designee of the Developer, or Residential Builder during the Development Period, or of the Association in furtherance of its powers and purposes set forth in this document and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere contained in this document, the Developer shall have the right to maintain a

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sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer.

ARTICLE VIII

MORTGAGES

8.01. Mortgage of Units. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." Such information relating to mortgagees will be made available to the Developer at no cost to the Developer for the purpose of the Developer's obtaining consent from, or giving notice to, mortgagees concerning amendments to the Master Deed or taking other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

8.02. Notice of Insurance. The Association shall notify each mortgagee appearing in the "Mortgagees of Units" book of the name of each company insuring the Project against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days of the date of default.

8.03. Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Unit, the following provisions shall apply:

a. Inspection and Notice. At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (1) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (2) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Co-owners; and (3) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee which has so requested the same shall not affect the validity of any action or decision by the Association.

b. Exemption from Restrictions. A mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

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c. **Past Due Assessments**. A first mortgagee or other purchaser of a Unit at a mortgage foreclosure sale is not liable for assessments chargeable to the Unit that become due prior to the acquisition of the title to the Unit by such mortgagee or purchaser. Unless otherwise clearly set forth to the contrary by applicable law, for purposes of this subsection c, "acquisition of title to the Unit" shall mean the date upon which a sheriff's deed conveying title to the Unit is executed and delivered to such mortgagee or purchaser.

d. **Default Notice**. Upon written request to the Association, the holder of a first mortgage on a Unit is entitled to written notification from the Association of any default by the mortgagee of such Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

e. **Guarantors and Insurers**. Guarantors and insurers of first mortgages of which the Association has actual notice are entitled to the same rights as first mortgagees in this Article.

8.04. Additional Notification. When notice is to be given to a mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Project if the Board of Directors has actual notice of such participation. However, failure of the Association to provide proper notice under this Section shall not affect the validity of any action or decision by the Association.

8.05. Notice of Foreclosure. The mortgagee of a first mortgage of record of a Unit shall give written notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgage premises that substantially conforms with the description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, not less than ten (10) days before commencement of the judicial action.

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8.06. Amendment of Act. If the Act is amended to change the rights of mortgagees with respect to notice, foreclosure and/or voting on amendments, then to the fullest extent permitted by law, the provisions of the Act shall automatically be incorporated by reference into these Condominium Bylaws.

8.07. Validity. The failure of the Association to provide any notice or otherwise comply with any provision contained in this Article VIII shall not affect the validity of any action taken by the Association.

ARTICLE IX

MAINTENANCE OF COMMUNITY INTERESTS

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

9.01 Ownership, Transfer and Lease. Units may be owned by one or more natural persons or legal entities, but the Association shall require that a Co-owner designate in writing the particular person(s) who will occupy the Unit in order for the Co-owner to be in compliance with this Article IX. Ownership of any interest in any Unit, including a change in the occupancy of a Unit, may not be transferred except in accordance with this Article and the other provisions of the Condominium Documents. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Unit to potential tenants or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for compliance with the Condominium Documents. Such notice shall include the name and address of the purchaser, transferee or tenant and the terms of sale, transfer or lease and such other information as the Association, by Rule, may require.

9.02 Leases and Occupancy Agreements. All non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and other occupancy agreements shall so state. No person other than a Co-owner and the Co-owner's family members, guests, and others residing in the Unit with the Co-owner shall be permitted to occupy a Unit without a written lease or written occupancy agreement as provided for in these Bylaws. No lease or other occupancy agreement shall provide for a term of less than twelve (12) months without the prior written approval of the Board. Except as may be prohibited by law and in order to protect the interests of the Association in the Common Elements and in the enforcement of its rights and remedies in the event of future violations of the Condominium Documents by a Co-owner, tenant and/or occupant, the Board may require a Co-owner to pay to the Association a reasonable security deposit before allowing any tenant or other person to occupy a Unit without the Co-owner's simultaneously occupying the Unit. No subletting and no assignment of a tenant's interests in the lease shall be permitted without the Board's prior written

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approval. If a lease or occupancy agreement is for any reason terminated prior to the expiration of its initial term, the Co-owner shall be prohibited from re-leasing the Unit to any third party during the unoccupied portion of the initial term without the prior written approval of the Board.

9.03 Written Addendum. The Association may require execution of an Addendum or other document protecting the interests of the Association with respect to any Unit that is not Co-owner occupied. The form of the Addendum may be established in the Rules, which may also provide that the provisions of the form Addendum are incorporated by reference into every lease and occupancy agreement.

9.04 Remedies; Occupant Default. If the Board determines that any tenant or non Co-owner occupant has failed to comply with any provision of the Condominium Documents, the Association, acting through the Board, may take the following action in addition to any other actions permitted to the Association:

a. Notice to Co-owner. The Board shall notify the Co-owner by certified mail describing the alleged violation by the tenant or occupant.

b. Co-Owner Correction. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged violation by the tenant or other occupant or advise the Board that a violation has not occurred.

c. Association Action. If, after fifteen (15) days, the Board believes that the alleged violation has not been cured or may be repeated, it may institute an action on behalf of the Association for eviction against the tenant or other non-Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non-Co-owner occupant for breach of the provisions of the Condominium Documents. The relief set forth in this Section may be by summary proceedings. The Association may hold both the tenant and/or other non-Co-owner occupant and the Co-owner liable for any damages to the Common elements caused by the tenant or other occupant and for any other violation of the Condominium Documents.

9.05 Collection. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or other occupant occupying the Co-owner's Unit under a lease or other occupancy agreement and the tenant or other occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association until the tenant or other occupant receives written notice from the Association that the Co-owner no longer owes money to the Association. Such deductions shall not be a breach of the lease or other occupancy agreement by the tenant or other occupant. If the tenant or other occupant, after being notified, fails or refuses to remit to the Association rent otherwise due to the Co-owner, then the Association, in addition to its other remedies, may do the following:

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a. Issue to the tenant and all other occupants a statutory notice to quit for nonpayment of rent and enforce that notice by summary proceedings; and/or

b. Initiate proceedings pursuant to subsection 9.04c above and/or under the Act.

9.06. Rules. The Association may adopt Rules and/or require the execution and delivery of forms to implement, expand upon and/or enforce the provisions of this Article IX.

9.07 General Remedies. In the event of a violation of any provision contained in this Article IX, the Association shall be entitled to utilize all rights and remedies available to it under law and/or the Condominium Documents.

9.08 Developer and Association. Except as otherwise provided by law or these Condominium Bylaws, none of the restrictions on leasing or transfer shall apply to Developer, affiliates or designees of the Developer, or to the Association with respect to Units owned by any of them.

9.09. Pre-Acquisition Duty. A purchaser or grantee of a Unit shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for, any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due subsequent to the date of the statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and reasonable actual attorney fees incurred in collecting the assessments.

ARTICLE X

ARBITRATION

10.01 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between Co-owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's award as final and binding. Unless otherwise agreed in writing by the parties, all arbitration under this Article shall proceed in accordance with the commercial rules of the American Arbitration Association.

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

a. Arbitration. At the exclusive option of a purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than Two Thousand Five Hundred Dollars ($2,500.00) and arises out of or relates to a purchase agreement, Unit or the Project.

b. Arbitration – Common Elements. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is Ten Thousand Dollars ($10,000.00) or less.

10.03. Preservation of Rights. Election by a Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation of such dispute, claim or grievance in the courts; provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers as given and reserved to the Developer. Any rights and powers reserved or retained by Developer will expire and terminate, if not sooner assigned to the Association, one hundred eighty (180) days after the conclusion of the Development Period as defined in Article III of the Master Deed, or at the conclusion of the thirty (30) year period described in subsection 7.05b, whichever is longer. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Project and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests granted or reserved to the Developer and assigns in the Master Deed or elsewhere (including, but

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not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner under the Condominium Documents and which will be governed only in accordance with the terms of their creation or reservation and not by this provision).

ARTICLE XII

ASSESSMENT OF PENALTIES

12.01 General. The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents (including any duly adopted Rule) shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of the Co-owner's family, pet, guest, tenant or any other person admitted through such Co-owner to the Condominium Project.

12.02 Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

a. **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense setting forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 2.04 of these Bylaws.

b. **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or at a special meeting called for such matter, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of service of the notice.

c. **Default.** Failure to respond to the notice of violation constitutes a default.

d. **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

12.03 Relief. Upon the Board's decision that a violation of the Condominium Documents has occurred, the Board shall determine what relief to pursue against the defaulting

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Co-owner under these Bylaws or otherwise. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed one hundred dollars ($100) per occurrence or such other maximum amount as the Board, by duly adopted Rule, may prospectively establish from time-to-time.

12.04. Continuing Violation. In the event that a violation continues beyond ten (10) days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation without the necessity of a further hearing or hearings on the matter.

12.05. Collection. The fines levied pursuant to Section 12.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the Regular Assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

12.06 Inapplicability to Assessments. The Association, acting through the Board, need not utilize the provisions of this Article XII when enforcing its rights and remedies after failure by a Co-owner to pay any assessment.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01. Severability. In the event that any term, provision, or covenant of these Bylaws or any Condominium Document is 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 term, provision or covenant of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted or were deemed enforceable to the fullest extent permitted by law.

13.02. Notices. Except as may be provided otherwise in writing, notices provided for in the Act or in any Condominium Document shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may designated by the Co-owner in writing, including electronic mail (also known as "email") and/or other forms of written or typed communication to which the Co-owner has consented in writing. All notices to the Association shall be sent to the registered office or address of the Association or otherwise directed by the Association in writing. The Association may designate a different

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address for notices to it by giving written notice of such change of address to all affected Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, when delivered in person or when sent to the recipient at an electronic or other address designated by the recipient.

13.03. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Cottage Pointe.

ARTICLE XIV

CONFLICTING PROVISIONS

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

a. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;

b. these Bylaws;

c. the Articles of Incorporation of the Association;

d. the Association Bylaws;

e. the Rules of the Association.

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KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 266
EXHIBIT "B" TO THE MASTER DEED OF:

COTTAGE POINTE

RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2, AND IN THE MASTER DEED.

THE CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DEVELOPER:
COTTAGE POINTE, LLC
5071 GULL ROAD
KALAMAZOO, MI 49048

SURVEYOR:
WIGHTMAN & ASSOCIATES, INC.
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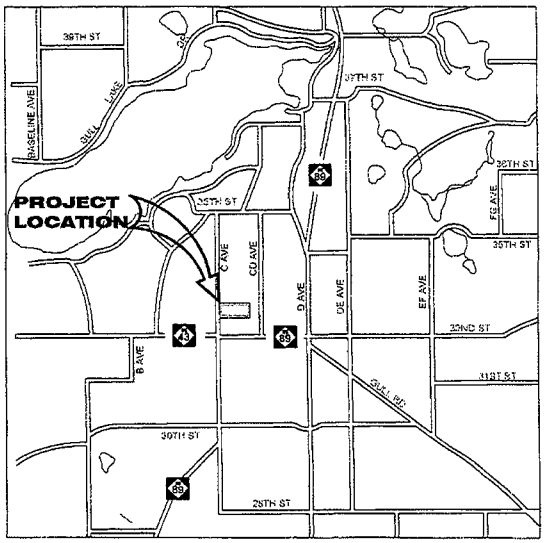
269-200-2700
ghahn@wightman-assoc.com

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 56' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON SAID NORTH SECTION LINE 668.04 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 08' 01" WEST) ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 805.51 FEET; THENCE NORTH 89° 23' 04" WEST 245.57 FEET; THENCE SOUTH 61° 55' 02" EAST 111.36 FEET; THENCE SOUTH 28° 04' 58" WEST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 49.38 FEET; THENCE SOUTH 57° 08' 43" WEST 52.13 FEET; THENCE SOUTH 01° 31' 47" EAST 46.66 FEET; THENCE WEST 89.13 FEET; THENCE NORTH 47.96 FEET; THENCE NORTH 57° 08' 43" WEST 46.25 FEET; THENCE SOUTH 61° 11' 56" WEST 49.93 FEET; THENCE NORTH 28° 48' 01" WEST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST 111.90 FEET; THENCE SOUTH 85° 30' 01" WEST 317.20 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 813.26 FEET TO THE POINT OF BEGINNING. CONTAINS 13.04 ACRES MORE OR LESS.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



VICINITY MAP
NO SCALE

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116

SHEET INDEX

1- COVER SHEET
2- SURVEY PLAN
3- SITE PLAN
4-COORDINATE PLAN
5- UTILITY PLAN
6- PROPOSED FUTURE DEVELOPMENT AREA PLAN

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
5071 GULL ROAD
KALAMAZOO MI 49048

REVISIONS

PROPOSED DATE: 09/01/2016

SCALE:

COVER SHEET

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Pages: 75 of 82
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI
MSDE

SURVEYOR'S CERTIFICATE

I, GARY D. HAHN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 316 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY 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.

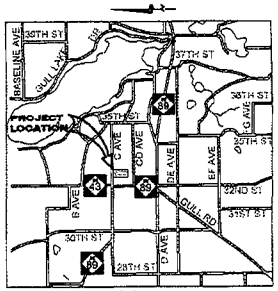
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

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.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-200-2700

8/31/16
DATE

STATE OF MICHIGAN — GARY D. HAHN — 38116 — LICENSED LAND SURVEYOR



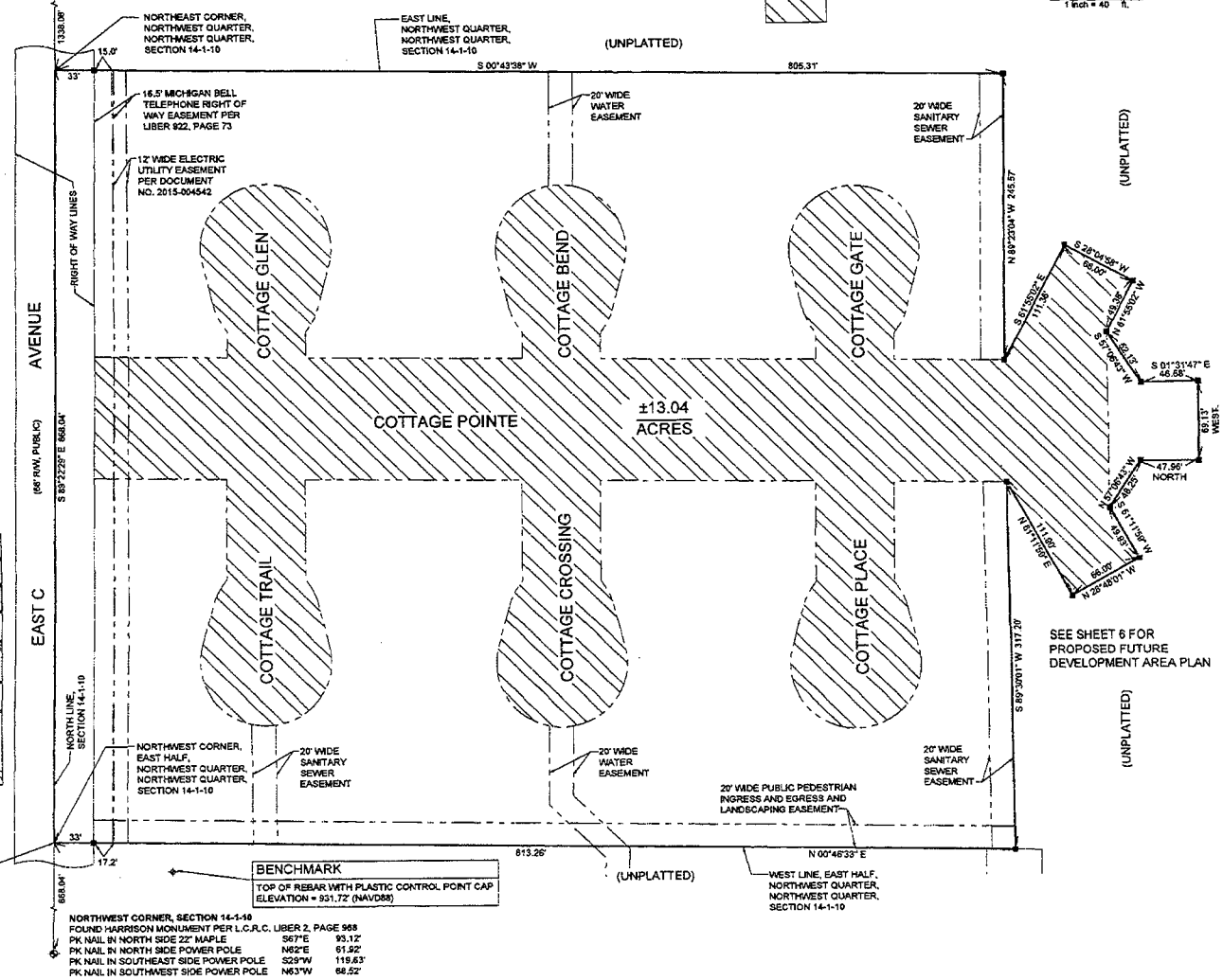
NORTH QUARTER CORNER, SECTION 14-1-10
FOUND REMONUMENTATION SLEEVE PER L.C.R.C. LIBER 1, PAGE 1129

CENTERLINE 3" STEEL FENCE POST WITH BRACE	NORTH	3.2'
CENTERLINE POWER POLE	N85°W	34.55'
CENTERLINE 10" OAK	N30°W	80.9'
NORTH AND SOUTH CHAIN LINK FENCE	EAST	6.2'
EAST AND WEST STOCKADE FENCE	SOUTH	3.9'

NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

LEGEND
■ = SET CONCRETE MONUMENT
= UTILITY EASEMENT

0 40 60 80
1 inch = 40 ft.



BENCHMARK
TOP OF REBAR WITH PLASTIC CONTROL POINT CAP
ELEVATION = 931.72' (NAVD88)

NORTHWEST CORNER, SECTION 14-1-10
FOUND HARRISON MONUMENT PER L.C.R.C. LIBER 2, PAGE 968

PK NAIL IN NORTH SIDE 22" MAPLE	S67°E	93.12'
PK NAIL IN NORTH SIDE POWER POLE	N62°E	61.92'
PK NAIL IN SOUTHEAST SIDE POWER POLE	S29°W	119.63'
PK NAIL IN SOUTHWEST SIDE POWER POLE	N63°W	68.52'

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING ◆ SURVEYING ◆ ARCHITECTURE
2303 Pipestone Road, Benton Harbor, MI 49022, Phone: (269) 927-0100
9835 Portage Road, Portage, MI 49002, Phone: (269) 327-3532
264 Western Avenue, Allegan, MI 49010, Phone: (269) 673-8406
www.wightman-assoc.com

PROJECT NAME:
COTTAGE POINTE
ROCKLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
3421 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/16
SCALE: 1"= 40'

SURVEY PLAN SHEET

SHEET
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MSDE
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

LEGEND

- (#) = UNIT NUMBER
- (9) = COORDINATE NUMBER
- ■ = SET CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT (DRIVEWAYS, DECKS AND PATIOS)
- (#) = UNIT BOUNDARY *

* NOTE:
"CONDOMINIUM UNIT" OR "UNIT" MEANS A SINGLE RESIDENTIAL BUILDING SITE DESIGNED AND INTENDED FOR SEPARATE OWNERSHIP AND USE, AS DESCRIBED IN THE MASTER DEED, INCLUDING THE CONDOMINIUM SUBDIVISION PLAN. HOWEVER, AFTER A RESIDENTIAL STRUCTURE HAS BEEN COMPLETED WITHIN A BUILDING SITE, THE UNIT'S DIMENSIONS SHALL FOLLOW THE SURFACE OF THE EXTERIOR PERIMETER WALLS OF THE STRUCTURE, EXTENDING TO A DEPTH OF TWENTY FIVE (25) FEET BELOW AND FIFTY (50) FEET ABOVE GROUND ELEVATION, RESPECTIVELY, AND ALL LAND OUTSIDE THE STRUCTURE'S FOOTPRINT THAT PREVIOUSLY WAS INCLUDED WITHIN THE UNIT BUILDING SITE SHALL BE A GENERAL COMMON ELEMENT (OTHER THAN ANY LAND BENEATH A LIMITED COMMON ELEMENT PATIO, DECK, OR PORCH, WHICH LAND SHALL BE A LIMITED COMMON ELEMENT). ALL AIRSPACE BETWEEN THE EXTERIOR SURFACE OF AN EXTERIOR WALL OF A STRUCTURE AND THE FURTHEST SURFACE OF ANOTHER STRUCTURAL COMPONENT (SUCH AS A FRONT PORCH OR DECK), TOGETHER WITH THE LAND AND AIR SPACE UP TO 25 FEET BELOW AND 50 FEET ABOVE THE GROUND LEVEL, SHALL BE LIMITED COMMON ELEMENTS). IF A STRUCTURE IS DAMAGED OR DESTROYED AND THE DAMAGED OR DESTROYED PARTS OF THE STRUCTURE ARE REPAIRED OR REPLACED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS, THEN THE UNIT'S BOUNDARIES SHALL CONFORM TO THE EXTERIOR PERIMETERS OF THE STRUCTURE, AS REPAIRED OR REPLACED. ALL STRUCTURES AND IMPROVEMENTS NOW OR HEREAFTER LOCATED WITHIN THE BOUNDARIES OF A UNIT SHALL BE PART OF THE UNIT AND SHALL BE OWNED BY THE CO-OWNER OF THE UNIT WITHIN WHICH THEY ARE LOCATED AND SHALL NOT, UNLESS EXPRESSLY PROVIDED IN THE CONDOMINIUM DOCUMENTS, CONSTITUTE COMMON ELEMENTS.

STATE OF MICHIGAN
GARY D. HAHN
LAND SURVEYOR
NO. 38116
LICENSED LAND SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116

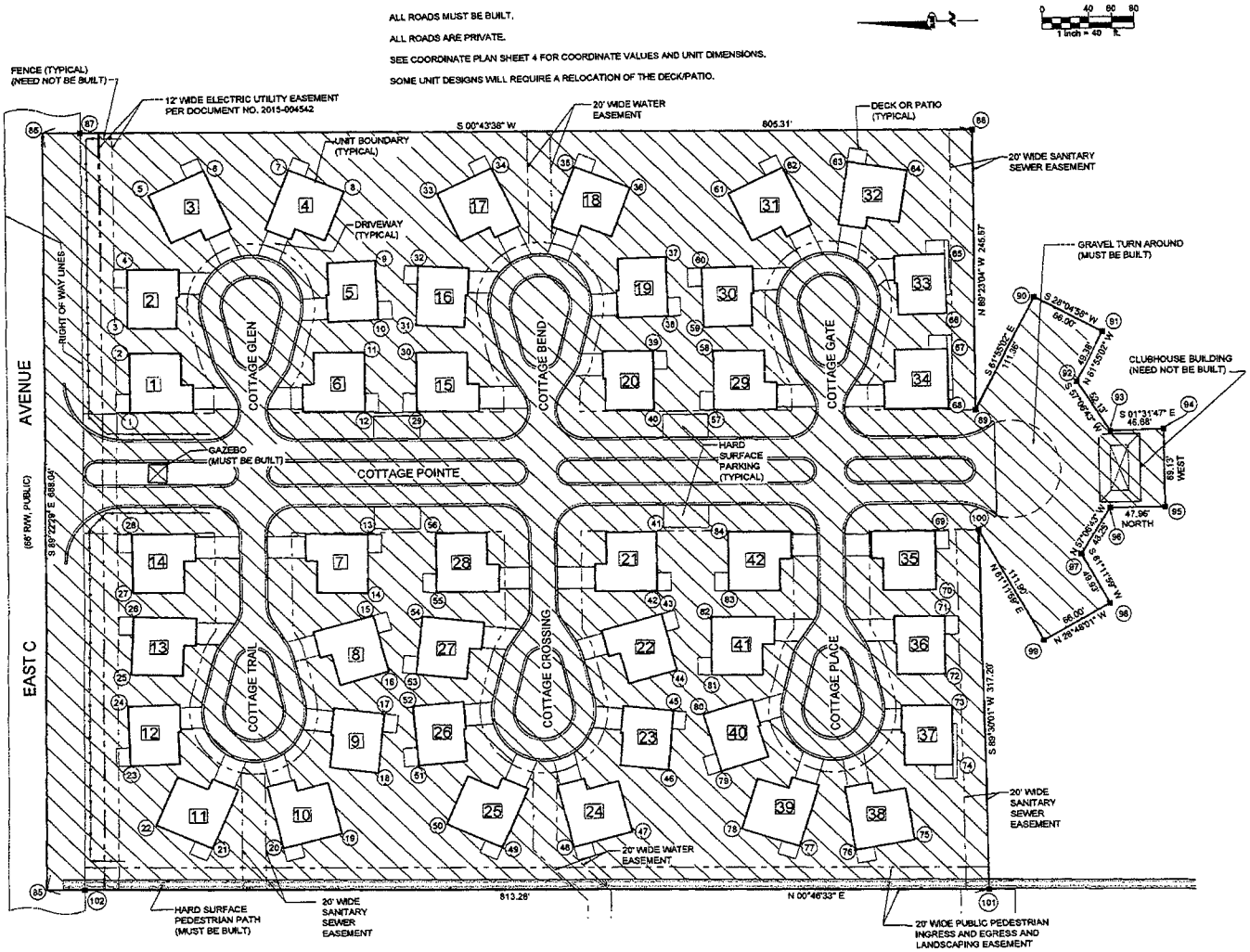
NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

ALL ROADS MUST BE BUILT.

ALL ROADS ARE PRIVATE.

SEE COORDINATE PLAN SHEET 4 FOR COORDINATE VALUES AND UNIT DIMENSIONS.

SOME UNIT DESIGNS WILL REQUIRE A RELOCATION OF THE DECK/PATIO.



WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
3071 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/16
SCALE: 1" = 40'

SITE PLAN SHEET

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Pages: 7 of 82
MARK C HANISCH
Timothy A Snow Kalamazoo County Clerk/Register

COORDINATE TABLE

POINT	NORTHING	EASTING
1	326423.30	12830387.13
2	326422.74	12830439.13
3	326423.76	12830460.93
4	326422.88	12830512.93
5	326403.84	12830577.78
6	326356.25	12830598.74
7	326283.59	12830598.18
8	326235.43	12830578.57
9	326209.23	12830517.54
10	326207.35	12830465.57
11	326220.44	12830438.92
12	326221.01	12830384.93
13	326220.34	12830276.29
14	326221.49	12830224.30
15	326217.13	12830204.26
16	326204.01	12830153.94
17	326206.62	12830117.15
18	326215.12	12830065.55
19	326247.46	12830012.78
20	326297.94	12830000.30
21	326358.72	12830001.18
22	326408.28	12830022.24
23	326427.55	12830074.33
24	326428.78	12830126.31
25	326426.67	12830154.00
26	326423.78	12830205.97
27	326423.79	12830227.16
28	326423.22	12830279.14
29	326176.11	12830384.15
30	326175.54	12830436.15
31	326175.10	12830460.07
32	326172.29	12830511.99
33	326154.51	12830575.15
34	326107.31	12830596.98
35	326036.00	12830597.02
36	325987.59	12830577.77
37	325957.80	12830516.53
38	325956.60	12830464.54
39	325970.45	12830434.19
40	325971.02	12830382.20
41	325970.77	12830274.18
42	325971.35	12830222.18
43	325968.19	12830201.76
44	325954.98	12830151.46
45	325959.13	12830115.96
46	325984.71	12830064.26
47	325987.16	12830010.60
48	326047.56	12829997.79
49	326108.99	12829998.57
50	326156.54	12830019.63
51	326180.20	12830071.31

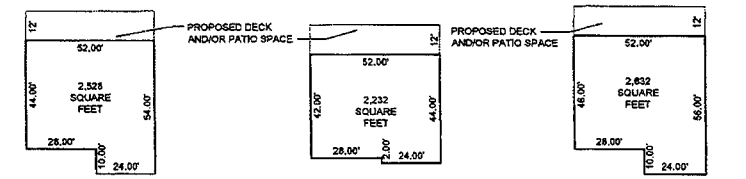
POINT	NORTHING	EASTING
52	326184.16	12830123.16
53	326180.91	12830151.23
54	326175.03	12830202.90
55	326162.06	12830224.26
56	326161.49	12830276.26
57	325918.31	12830381.62
58	325917.74	12830433.62
59	325926.17	12830454.29
60	325928.29	12830506.28
61	325902.00	12830571.28
62	325856.00	12830593.53
63	325798.36	12830597.74
64	325747.11	12830586.98
65	325715.69	12830515.12
66	325714.66	12830463.13
67	325714.92	12830431.71
68	325715.04	12830379.71
69	325728.91	12830271.49
70	325728.50	12830219.49
71	325722.31	12830196.27
72	325722.85	12830144.27
73	325717.51	12830116.91
74	325718.05	12830064.91
75	325752.46	12829999.94
76	325803.79	12829991.63
77	325862.25	12829995.76
78	325901.72	12830011.81
79	325918.14	12830062.62
80	325932.75	12830112.53
81	325924.82	12830146.58
82	325924.25	12830198.58
83	325908.68	12830221.48
84	325908.31	12830273.48
85	326501.03	12829965.92
86	326493.80	12830633.92
87	326460.80	12830633.50
88	325668.55	12830623.70
89	325691.19	12830378.14
90	325638.77	12830476.39
91	325580.54	12830445.32
92	325603.78	12830401.76
93	325575.47	12830357.98
94	325526.81	12830359.23
95	325528.81	12830290.10
96	325576.77	12830290.10
97	325802.97	12830249.58
98	325578.92	12830205.83
99	325636.76	12830174.03
100	325690.67	12830272.09
101	325687.90	12829954.91
102	326468.09	12829965.47

NOTE:
MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE.

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38116

PROPOSED UNIT BOUNDARY
(TYPICAL)
SCALE: 1" = 20'

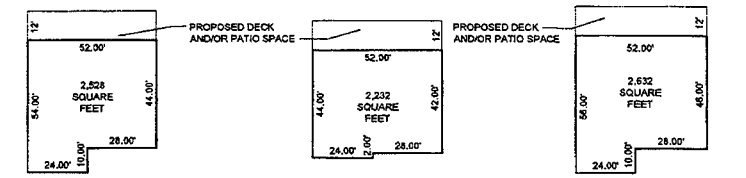


UNIT BOUNDARY CONFIGURATION FOR UNITS 9, 13, 14, 21, 27, 41 AND 42.

UNIT BOUNDARY CONFIGURATION FOR UNITS 2, 5, 12, 16, 19, 26, 30 AND 40.

UNIT BOUNDARY CONFIGURATION FOR UNITS 3, 10, 17, 24, 31, 34 AND 38.

NOTE:
ALL UNIT LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER.



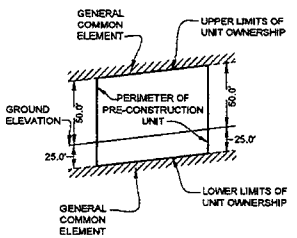
UNIT BOUNDARY CONFIGURATION FOR UNITS 1, 7, 8, 15, 22, 28 AND 29.

UNIT BOUNDARY CONFIGURATION FOR UNITS 9, 20, 23, 33, 35 AND 37.

UNIT BOUNDARY CONFIGURATION FOR UNITS 4, 11, 18, 25, 32, 35 AND 39.

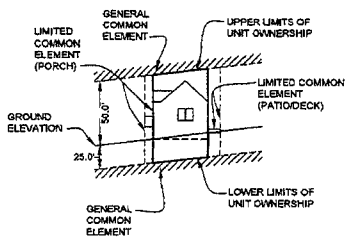
NOTE:
AREAS ENCUMBERED BY DECK, STOOP, FRONT PORCH AND/OR PATIO, SHALL BE LIMITED COMMON ELEMENT. EQUIVALENT AREAS IN WHICH NO SUCH IMPROVEMENTS ARE CONSTRUCTED SHALL BE GENERAL COMMON ELEMENT.

UNIT CROSS SECTION
(BEFORE CONSTRUCTION)
NOT TO SCALE



NOTE:
EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION.

UNIT CROSS SECTION
(AFTER CONSTRUCTION)
NOT TO SCALE



NOTE:
EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION.

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE
2900 Florence Road
Berrien Center, MI 49022
Phone: (269) 927-0100
895 Portage Road
Portage, MI 49002
Phone: (269) 327-3532
764 Wisconsin Avenue
Allegan, MI 49010
Phone: (269) 673-8460
www.wightman-assoc.com

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
6071 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/16
SCALE: AS NOTED

COORDINATE PLAN SHEET

SHEET
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MARK C HANISCH
MSDE
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

LEGEND

- # = UNIT NUMBER
- E = EXISTING ELECTRIC LINE
- T = EXISTING TELEPHONE LINE
- E = PROPOSED ELECTRIC LINE
- = PROPOSED FENCE
- G = PROPOSED GAS LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- T = PROPOSED TELEPHONE LINE
- = PROPOSED WATER MAIN
- = EASEMENT LINE/GRADING PERMIT
- = PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = GUY ANCHOR
- = PROPOSED ELECTRIC TRANSFORMER
- = PROPOSED ELECTRIC RISER
- = SIGN
- = PROPOSED WATER SHUT OFF
- = PROPOSED HYDRANT
- = PROPOSED GATE VALVE & BOX
- = PROPOSED GATE VALVE & VAULT
- = PROPOSED REDUCER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED STORM MANHOLE
- = TELEPHONE RISER BOX
- = UTILITY POLE

NOTES

PROPOSED UTILITIES SHOWN ARE BASED ON CONSTRUCTION DRAWINGS PREPARED BY WIGHTMAN AND ASSOCIATES, INC., PROJECT NO. 154040, DATED JUNE 2015 AND ON DESIGN DRAWINGS PROVIDED BY CONSUMERS ENERGY COMPANY AND AT & T.

UTILITY INFORMATION AS SHOWN HEREON IS AS PROPOSED AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.

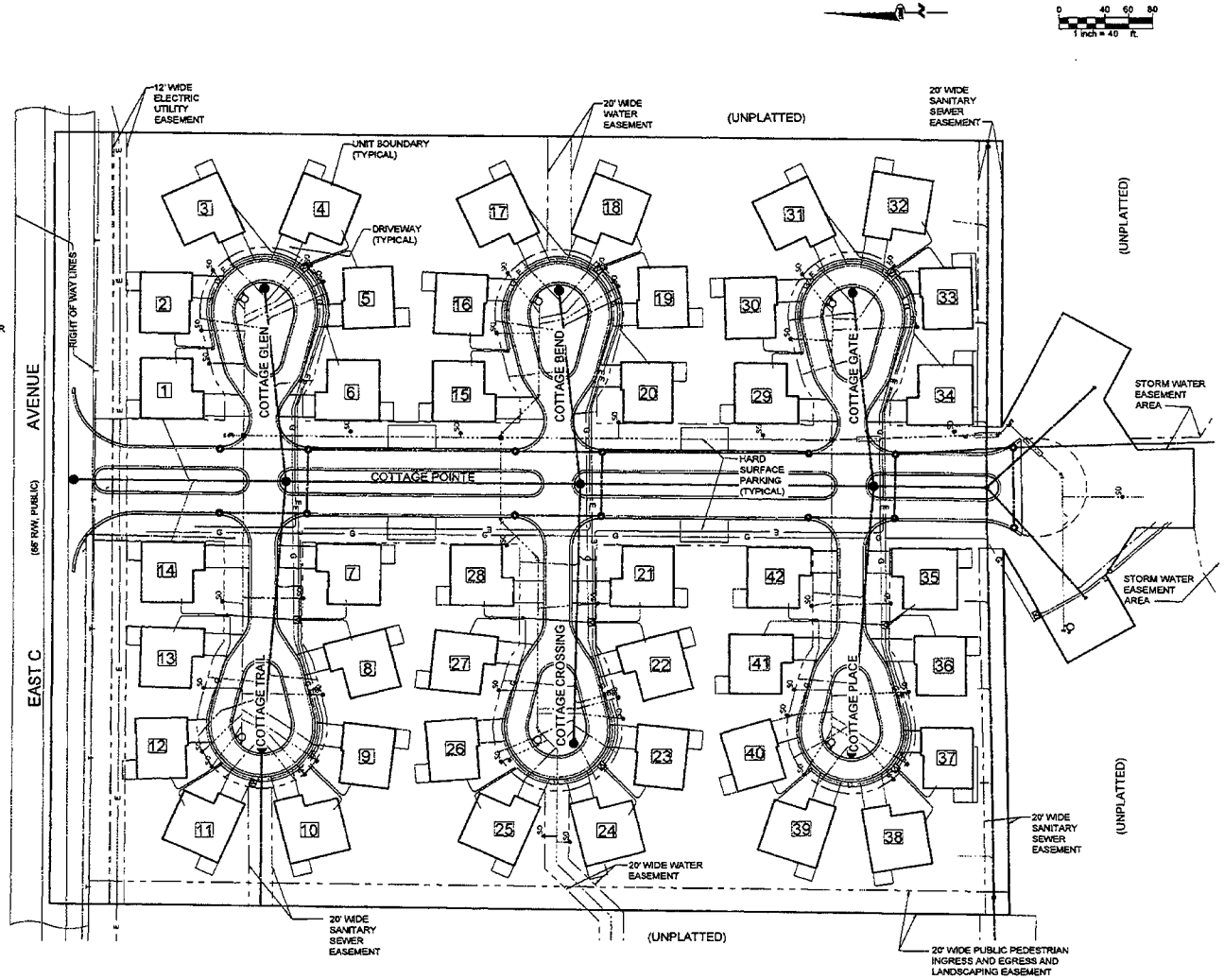
ALL STORM SEWER, SANITARY SEWER, WATER MAIN AND ROADWAY "MUST BE BUILT."

ALL GAS, ELECTRIC AND TELEPHONE "MUST BE BUILT."

STATE OF MICHIGAN GARY D. HAHN LAND SURVEYOR No. 38115 REGISTERED LAND SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 38115



WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
3071 GULL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE 09/01/15

SCALE: 1"= 40'

UTILITY PLAN SHEET

154040

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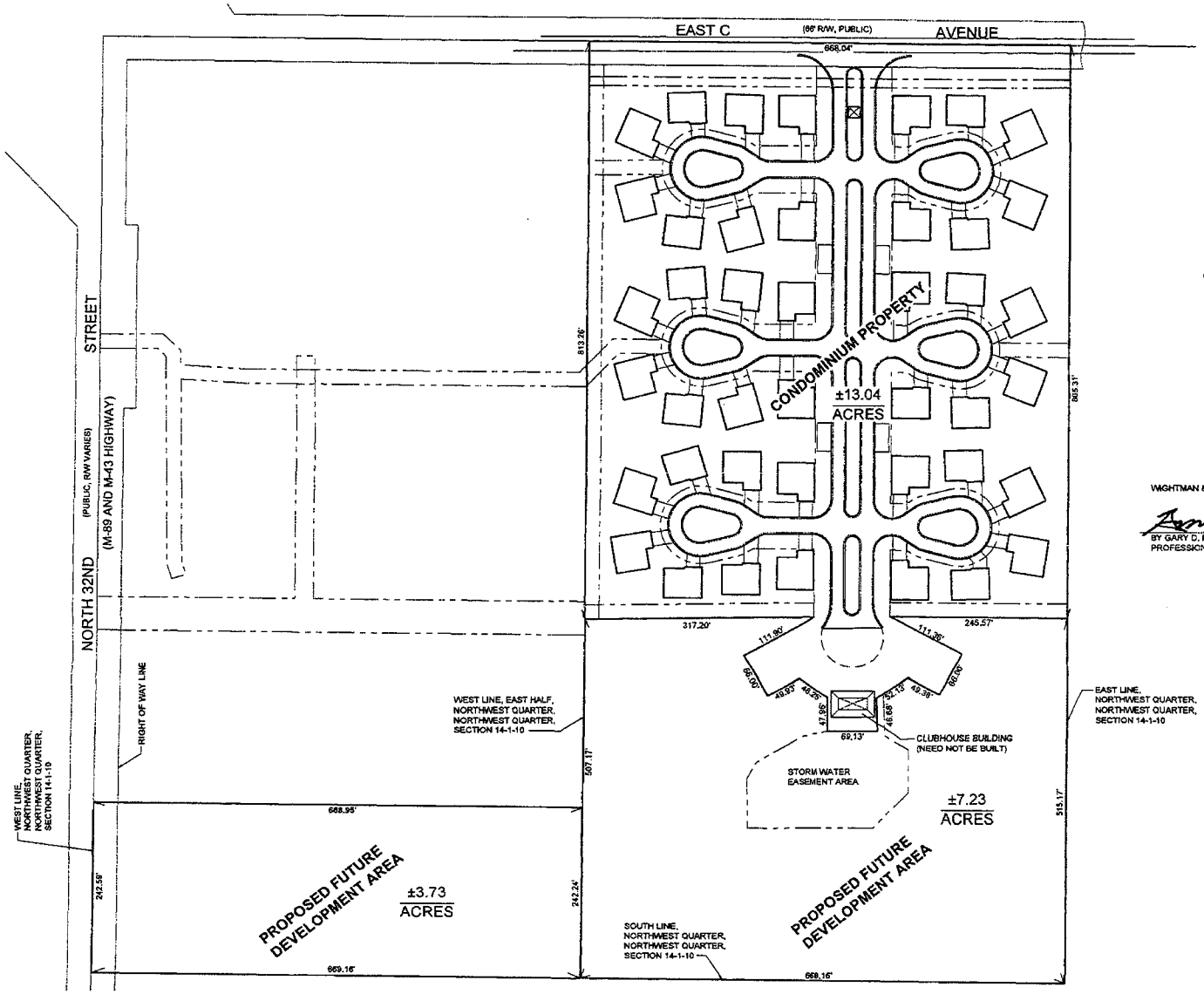
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE

PROJECT NAME:
COTTAGE POINTE
RICHLAND TOWNSHIP, MI

COTTAGE POINTE, LLC
5671 OLL ROAD
KALAMAZOO, MI 49048

REVISIONS

PROPOSED DATE: 08/31/15
SCALE: 1"=80'

PROPOSED FUTURE DEVELOPMENT AREA SHEET

134046
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MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

EXHIBIT C

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Elizabeth Fanco, being duly sworn, deposes and says that:

1. I am employed by the law firm of Kluczynski, Girtz & Vogelzang, which acts as attorney for Cottage Pointe, LLC, the developer of Cottage Pointe, a condominium Project.

2. On February 18, 2016, I mailed notices to six (6) governmental agencies as required by Section 71 of Michigan's Condominium Act. The notices were sent by certified mail, return receipt requested, and appropriate receipts from all six (6) agencies have been received by this law firm, showing that the agencies received the notices.

Elizabeth Fanco

Subscribed and sworn before me on this 2nd day of March, 2016

Kristin Kay VanEssen, Notary Public
Ottawa County, State of Michigan
My Commission Expires: 4/9/22
Acting in Kent County, MI

2016-028373 09/02/2016 02:23:06 PM
Pages: 81 of 82 MSDE
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

EXHIBIT D
TO MASTER DEED OF COTTAGE POINTE

CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

A. Cottage Pointe, LLC, a Michigan limited liability company, as Developer, intends to establish Cottage Pointe as a condominium project by recordation in the office of the Kalamazoo County Register of Deeds of a Master Deed of Cottage Pointe, submitting to condominium ownership the real property in Richland Township, Kalamazoo County, Michigan, described in the Master Deed.

B. AZO Services PIA, LLC, a Michigan limited liability company, of 5300 Miller Rd, Kalamazoo, Michigan, 49048 ("AZO") is the mortgagee of the property being submitted to condominium ownership by virtue of a mortgage recorded in the Office of the Register of Deeds for Kalamazoo County, Michigan, on February 17, 2016 in Document Number 2016-004747.

C. AZO, as mortgagee, consents to the submission of the property described in the Master Deed of Cottage Pointe to the condominium project, acknowledges that a program has been agreed upon for the release of individual Condominium Units on the dates when the sales of the Units close, and consents to the recording of the Master Deed for Cottage Pointe in the Office of the Register of Deeds for Kalamazoo County, Michigan.

Dated: May 23, 2016

AZO Services PIA, LLC

By: Michael Balkema
Michael Balkema
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

This instrument was acknowledged before me this 23rd day of May, 2016, by Michael Balkema, a member of AZO Services PIA, LLC, a Michigan limited liability company, for the limited liability company.

Jessica Routley
*Jessica Routley
Notary Public, Kalamazoo County, MI
Acting In and For Kalamazoo County, MI
My Commission Expires: 8/4/18

*Please print or type name beneath signature line.

2016-028373 09/02/2016 02:23:06 PM
Pages: 82 of 82 MSDE
MARK C HANISCH
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

(16)

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03-14-101-051, 03-14-101-052 (out of) cert # 312960

FIRST AMENDMENT TO MASTER DEED OF COTTAGE POINTE

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

Kalamazoo County Condominium Subdivision Plan No. 266

(1) First Amendment to Master Deed of Cottage Pointe

(2) Exhibit A to First Amendment: Affidavit of Mailing as to Notices required by Section 90(5) of Michigan's Condominium Act

(3) Exhibit B to First Amendment: Replat No. 1 to Subdivision Plan of Cottage Pointe

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

This instrument Drafted By
and after Recording, Return To:

Mark C. Hanisch
Kluczynski, Girtz & Vogelzang
3033 Orchard Vista Drive, S.E., Suite 308
Grand Rapids, MI 49546
(616) 559-8659

FIRST AMENDMENT TO MASTER DEED OF COTTAGE POINTE

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

Cottage Pointe, LLC, a Michigan limited liability company, of 5071 Gull Road, Kalamazoo, Michigan 49048 (the "**Developer**"), executes this First Amendment to Master Deed of Cottage Pointe ("this First Amendment") this 29th day of August, 2022.

RECITALS

A. Developer created Cottage Pointe as a Michigan residential site condominium project (the "**Project**") by recording in the office of the Kalamazoo County Register of Deeds on September 2, 2016 a Master Deed which was assigned Document No. 2016-028373.

B. In Article VI of the Master Deed, the Developer reserved the right to add to the Project certain designated land and up to eighty (80) additional condominium units.

C. Under Article VIII of the Master Deed, the Developer reserved the right, without needing the consent of any co-owner, mortgagee or third party, to exercise any right which the Developer reserved to itself in the Master Deed, such as the right to expand the size of, and to increase the number of Units contained within, the Project.

D. By this First Amendment, the Developer is adding to the Project some of the land designated in the Master Deed as "future development area" and is increasing the number of Units in the Project from forty two (42) to seventy three (73).

E. The land which, upon the recording of this First Amendment, is added to the Project is located in the Township of Richland, Kalamazoo County, Michigan and is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 46' 33" WEST (RECORDED AS SOUTH 00° 08' 56" WEST) ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 813.26 FEET TO THE POINT OF BEGINNING OF THE

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LAND HEREIN DESCRIBED: THENCE NORTH 89° 30' 01" EAST 317.20 FEET; THENCE SOUTH 61° 11' 59" WEST 111.90 FEET; THENCE SOUTH 28° 48' 01" EAST 66.00 FEET; THENCE NORTH 61° 11' 59" EAST49.93 FEET; THENCE SOUTH 57° 06' 43" EAST 48.25 FEET; THENCE SOUTH 47.96 FEET; THENCE EAST 69.13 FEET; THENCE NORTH 01° 31' 47" WEST 46.68 FEET; THENCE NORTH 57° 06' 43" EAST 52.13 FEET; THENCE SOUTH 61° 55' 02" EAST 49.38 FEET; THENCE NORTH 28° 04' 58" EAST 66.00 FEET; THENCE NORTH 61° 55' 02" WEST 111.36 FEET; THENCE SOUTH 89° 23' 04" EAST 245.57 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST ON SAID EAST LINE 515.17 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89° 22' 11" WEST ON SAID SOUTH LINE 669.16 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 507.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.23 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

PROVISIONS

The Master Deed of Cottage Pointe is amended as follows:

1. **Project Description.** Section 1.1 of the Master Deed is amended to read as follows:

Project Description. The Project is a residential site condominium. The Condominium Units, forty-two (42) of which were developed in the first phase of the Project and the other thirty one (31) which will be developed in the second phase of the Project, including the number, boundaries, and dimensions of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of utilization by reason of having its own entrance from and exit to a Common Element of the Project. All of the newly created Condominium Units and some of the Units in the first phase have been designated as "need not be built" Units, so some of the Units might not be built and therefore the Project might contain fewer than seventy three (73) Units after construction has been completed.

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2. **The Land**. Section 2.1 of the Master Deed is amended to read as follows:

The Land. After the recording of this First Amendment, the land upon which the Project is situated and which has been submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Richland, Kalamazoo County, Michigan and is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON SAID NORTH SECTION LINE 668.04 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 06' 01" WEST) ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 1320.48 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89° 22' 11" WEST ON SAID SOUTH LINE 669.16 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 1320.43 FEET TO THE POINT OF BEGINNING. CONTAINS 20.27 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

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3. **Definitions**. All definitions of any of the Condominium Documents, including, but not limited to "Master Deed," "Condominium Subdivision Plan," and "Bylaws" shall include the original of all such documents and all amendments to those documents, including this First Amendment and its exhibits.

4. **Percentage of Value.** The provisions of the Master Deed, including Article V, Section 5.2, which provide that all Units have equal percentages of value are ratified and confirmed.

5. **Organization**. Article I, Section 1.01 of the Condominium Bylaws is amended to read as follows:

> Organization. Cottage Pointe, a residential condominium project located in Richland Township, Kalamazoo County, Michigan (the "Project") is an expandable project, contractible and convertible, being developed so as to comprise in its first phase a maximum of forty two (42) building sites/units. When the First Amendment to Master Deed of Cottage Pointe was recorded, an additional approximately 7.23 acres and thirty one (31) building sites/units were added to the Project. Some of the Units in the first and second phases have been designated as "need not be built" Units, so after completion of construction, the Project may contain fewer than seventy three (73) Units. The number of Units may also be decreased if the clubhouse shown as a "need not be built" building in the original Condominium Subdivision Plan is constructed. When the Master Deed was recorded, the management, maintenance, operations and administration of the Project was vested in an association of co-owners organized as a Michigan non-profit corporation known as Cottage Pointe Homeowners Association (the "Association").

6. **Condominium Subdivision Plan**. The Condominium Subdivision Plan is amended as shown on the Condominium Subdivision Plan attached as Exhibit B to this First Amendment which contains new and amended sheets and incorporates the original unrevised sheets by reference.

7. **Master Deed Provisions.** All of the provisions of the Master Deed, as amended, apply also to the real property added to the Project by this First Amendment.

8. **Continuing Effect.** The provisions of the Master Deed not revised by this First Amendment are ratified and confirmed.

[Signatures on Next Pages]

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Cottage Pointe, LLC,
a Michigan limited liability company
By: Bex Farms, Inc., a Member

By Daniel Balkema
* Daniel Balkema

Its Member

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me on this 30 day of August, 2022, by Daniel Balkema, the Member of Bex Farms, Inc., a Michigan corporation, a member of Cottage Pointe, LLC, a Michigan limited liability company, for the corporation and on behalf of the limited liability company.

N. Tolmaes
* N. Tolmaes
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8.8.12.24

** Please print name below signature line.*

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And by: JMG Development Company, L.C., a Member

By _____
Joy Watts - Member

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me on this 29th day of August, 2022, by Joy Watts, a member of JMG Development Company, L.C., a member of Cottage Pointe, LLC, a Michigan limited liability company, for JMG Development Company, L.C. and on behalf of the limited liability company.

_____
* N. Tolmacs
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8/12/2024

** Please print name below signature line.*

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EXHIBIT A TO FIRST AMENDMENT TO MASTER DEED OF COTTAGE POINTE

AFFIDAVIT OF PROVIDING NOTICES TO CO-OWNERS UNDER SECTION 90(5) OF THE CONDOMINIUM ACT

STATE OF MICHIGAN)
)ss
COUNTY OF KALAMAZOO)

Joy A. Watts, being duly sworn, deposes and states as follows:

1. I am the Member of Cottage Pointe, LLC, the Developer of Cottage Pointe, a Michigan condominium designated as Kalamazoo County Condominium Subdivision Plan No. 266 (the "Project").

2. I am an adult familiar with the facts set forth in this Affidavit and, if called upon to do so, would be competent to testify as to those facts in court.

3. On August 8, 2022, I served written notice on all Co-owners of record in the Project that the First Amendment to Master Deed of Cottage Pointe to which this Affidavit is attached would be recorded not less than ten (10) days after the date of the notice.

Date: August 29, 2022

Joy A. Watts

Subscribed and sworn to before me this 29th day of August, 2022 by Joy A. Watts

* N. Tolmacs
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8/12/2024

* *Please print name below signature line*

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REPLAT NO. 1
KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 266
EXHIBIT "B" TO THE MASTER DEED OF:

COTTAGE POINTE

RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2, AND IN THE MASTER DEED.

THE CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

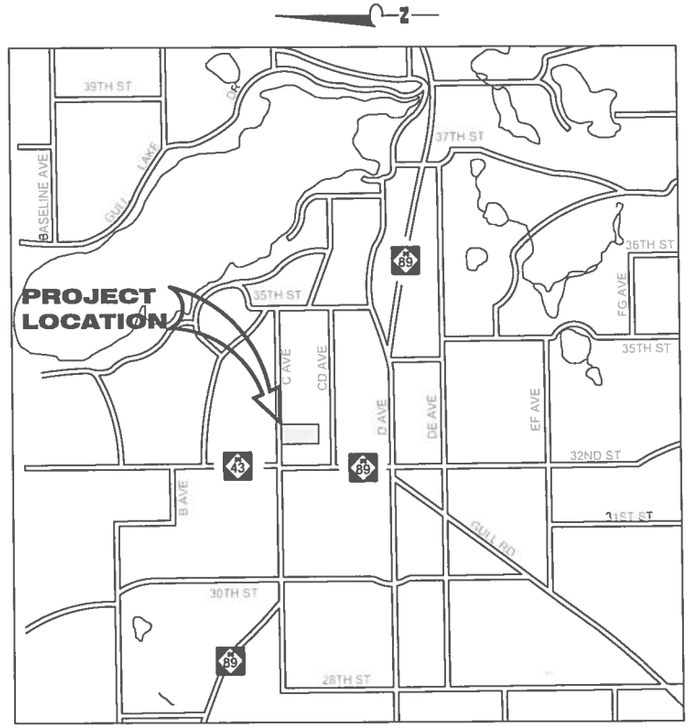
DEVELOPER:
COTTAGE POINTE, LLC
5071 GULL ROAD
KALAMAZOO, MI 49048
269-207-1359

SURVEYOR:
WIGHTMAN & ASSOCIATES, INC.
GARY D. HAHN, P.S. 4001038116
433 EAST RANSOM STREET
KALAMAZOO, MI 49007
269-200-2700
ghahn@gowightman.com

LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 668.04 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89° 22' 29" EAST (RECORDED AS NORTH 89° 59' 54" EAST) ON SAID NORTH SECTION LINE 668.04 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00° 43' 38" WEST (RECORDED AS SOUTH 00° 06' 01" WEST) ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 1320.48 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89° 22' 11" WEST ON SAID SOUTH LINE 669.16 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00° 46' 33" EAST (RECORDED AS NORTH 00° 08' 56" EAST) ON SAID WEST LINE 1320.43 FEET TO THE POINT OF BEGINNING. CONTAINS 20.27 ACRES MORE OR LESS.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



VICINITY MAP
NO SCALE

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

SHEET INDEX

* 1- COVER SHEET
* 2- SURVEY PLAN
* 2A- SURVEY PLAN
* 3- SITE PLAN
* 3A- SITE PLAN
* 4-COORDINATE PLAN
* 5- UTILITY PLAN
* 5A- UTILITY PLAN

THE ASTERISK (*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED 8/22/2022. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

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WIGHTMAN
433 E RANSOM ST
KALAMAZOO, MI. 49007
269 327 3532
www.gowightman.com

PROJECT NAME:
COTTAGE POINTE

COTTAGE POINTE, LLC 5071 GULL ROAD KALAMAZOO, MI 49048

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PROPOSED DATE 8/22/2022
SCALE:
DRAWN BY ACE
CHECKED BY:

COVER SHEET

JOB No. 224205

SURVEYOR'S CERTIFICATE

I, GARY D. HAHN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 266, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY 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.

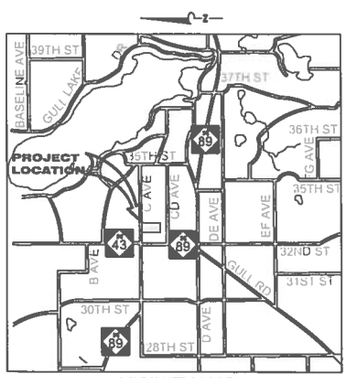
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

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.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116
WIGHTMAN & ASSOCIATES, INC.
433 EAST RANSOM STREET
KALAMAZOO, MI 49007
269-200-2700

STATE OF MICHIGAN — Gary D. Hahn — License No. 4001038116 — REGISTERED PROFESSIONAL SURVEYOR

8/25/2022
DATE



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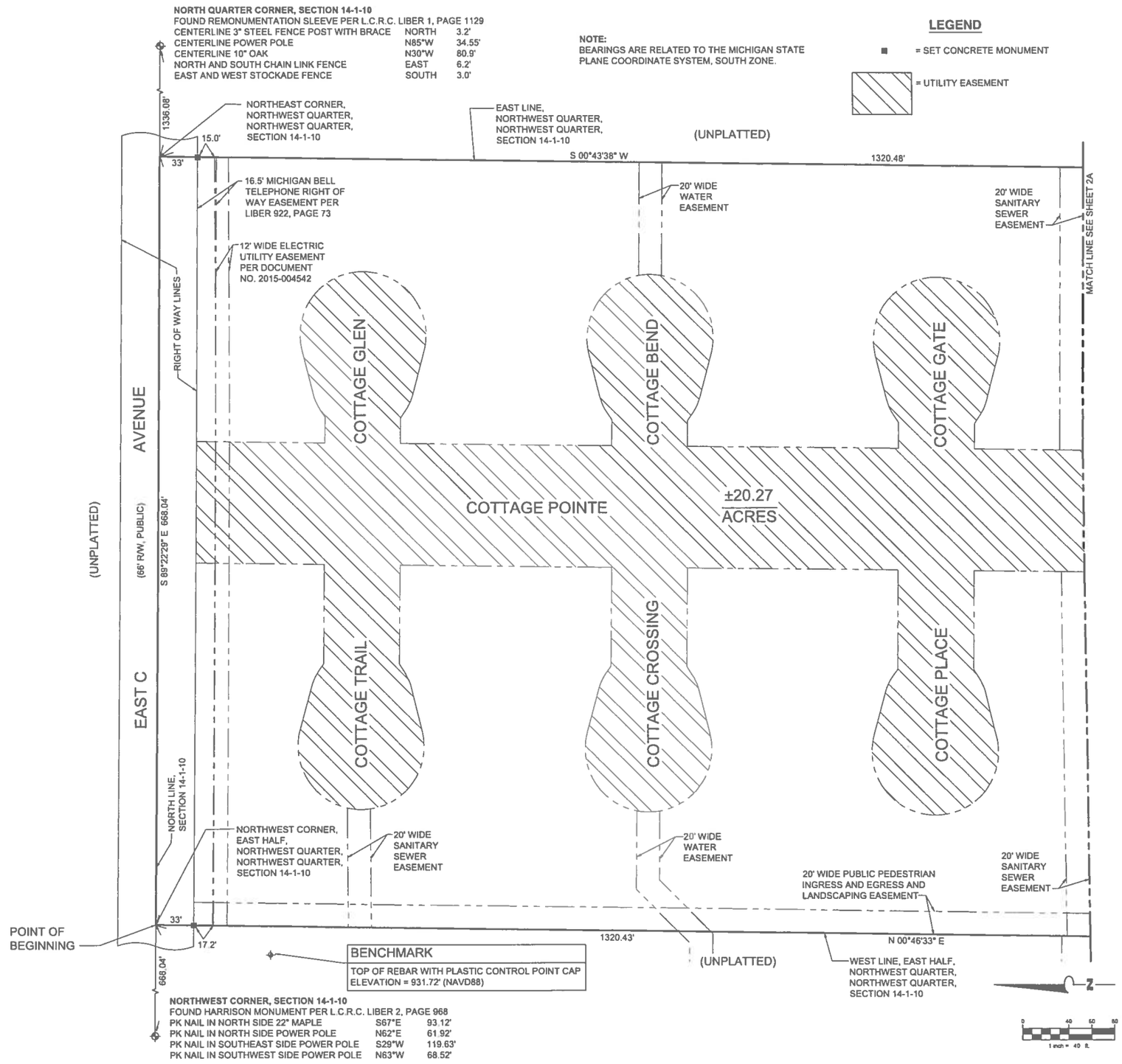

WIGHTMAN
433 E RANSOM ST
KALAMAZOO, MI, 49007
269 327 3532
www.gowightman.com

PROJECT NAME:
COTTAGE POINTE

COTTAGE POINTE, LLC 5071 GULL ROAD KALAMAZOO, MI 49048

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CHECKED BY:

SURVEY PLAN

JOB No. 224205
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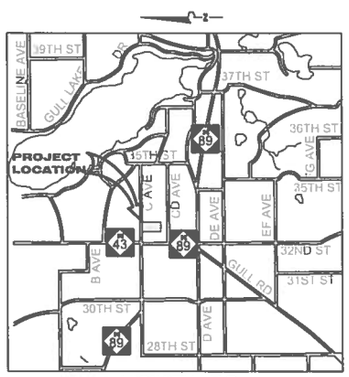

VICINITY MAP
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WIGHTMAN & ASSOCIATES, INC.

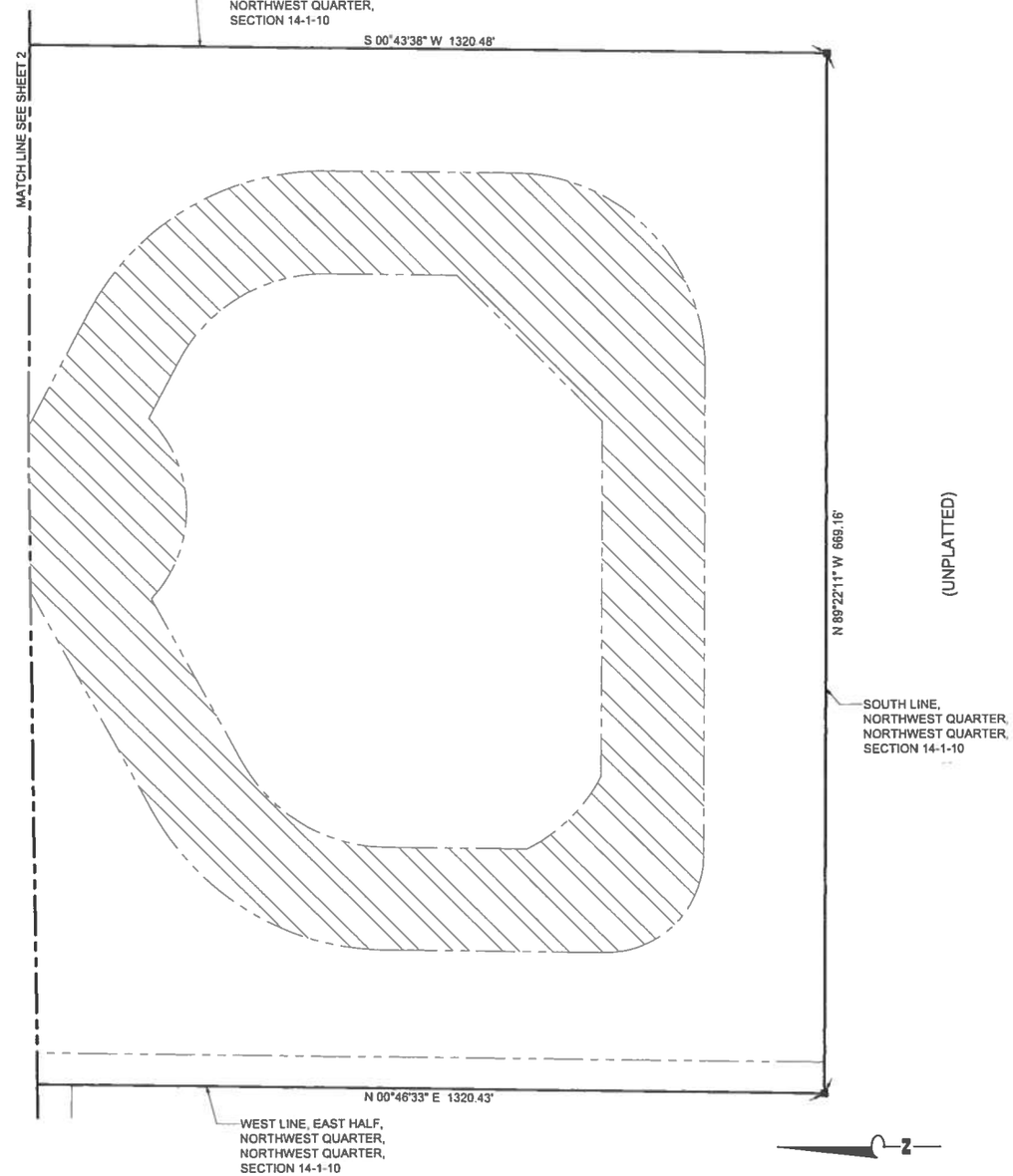
BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

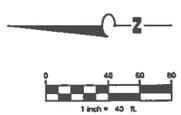
NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

LEGEND

■ = SET CONCRETE MONUMENT

= UTILITY EASEMENT





WIGHTMAN
433 E. RANSOM ST
KALAMAZOO, MI 49007
269.327.3532
www.gowightman.com

PROJECT NAME:
COTTAGE POINTE

COTTAGE POINTE, LLC 5071 GULL ROAD KALAMAZOO, MI 49048

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CHECKED BY:

SURVEY PLAN

JOB No 224205

2A

LEGEND

- (#) = UNIT NUMBER
- (#) = COORDINATE NUMBER
- ■ = SET CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT (DRIVEWAYS, DECKS AND PATIOS)
- [#] = UNIT BOUNDARY *

*** NOTE:**
"CONDOMINIUM UNIT" OR "UNIT" MEANS A SINGLE RESIDENTIAL BUILDING SITE DESIGNED AND INTENDED FOR SEPARATE OWNERSHIP AND USE, AS DESCRIBED IN THE MASTER DEED, INCLUDING THE CONDOMINIUM SUBDIVISION PLAN. HOWEVER, AFTER A RESIDENTIAL STRUCTURE HAS BEEN COMPLETED WITHIN A BUILDING SITE, THE UNIT'S DIMENSIONS SHALL FOLLOW THE SURFACE OF THE EXTERIOR PERIMETER WALLS OF THE STRUCTURE, EXTENDING TO A DEPTH OF TWENTY FIVE (25) FEET BELOW AND FIFTY (50) FEET ABOVE GROUND ELEVATION, RESPECTIVELY, AND ALL LAND OUTSIDE THE STRUCTURE'S FOOTPRINT THAT PREVIOUSLY WAS INCLUDED WITHIN THE UNIT BUILDING SITE SHALL BE A GENERAL COMMON ELEMENT (OTHER THAN ANY LAND BENEATH A LIMITED COMMON ELEMENT PATIO, DECK, OR PORCH, WHICH LAND SHALL BE A LIMITED COMMON ELEMENT). ALL AIRSPACE BETWEEN THE EXTERIOR SURFACE OF AN EXTERIOR WALL OF A STRUCTURE AND THE FURTHEST SURFACE OF ANOTHER STRUCTURAL COMPONENT (SUCH AS A FRONT PORCH OR DECK), TOGETHER WITH THE LAND AND AIR SPACE UP TO 25 FEET BELOW AND 50 FEET ABOVE THE GROUND LEVEL, SHALL BE LIMITED COMMON ELEMENTS). IF A STRUCTURE IS DAMAGED OR DESTROYED AND THE DAMAGED OR DESTROYED PARTS OF THE STRUCTURE ARE REPAIRED OR REPLACED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS, THEN THE UNIT'S BOUNDARIES SHALL CONFORM TO THE EXTERIOR PERIMETERS OF THE STRUCTURE, AS REPAIRED OR REPLACED. ALL STRUCTURES AND IMPROVEMENTS NOW OR HEREAFTER LOCATED WITHIN THE BOUNDARIES OF A UNIT SHALL BE PART OF THE UNIT AND SHALL BE OWNED BY THE CO-OWNER OF THE UNIT WITHIN WHICH THEY ARE LOCATED AND SHALL NOT, UNLESS EXPRESSLY PROVIDED IN THE CONDOMINIUM DOCUMENTS, CONSTITUTE COMMON ELEMENTS.

STATE OF MICHIGAN
Gary D Hahn
License No. 4001038116
LICENSED PROFESSIONAL SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

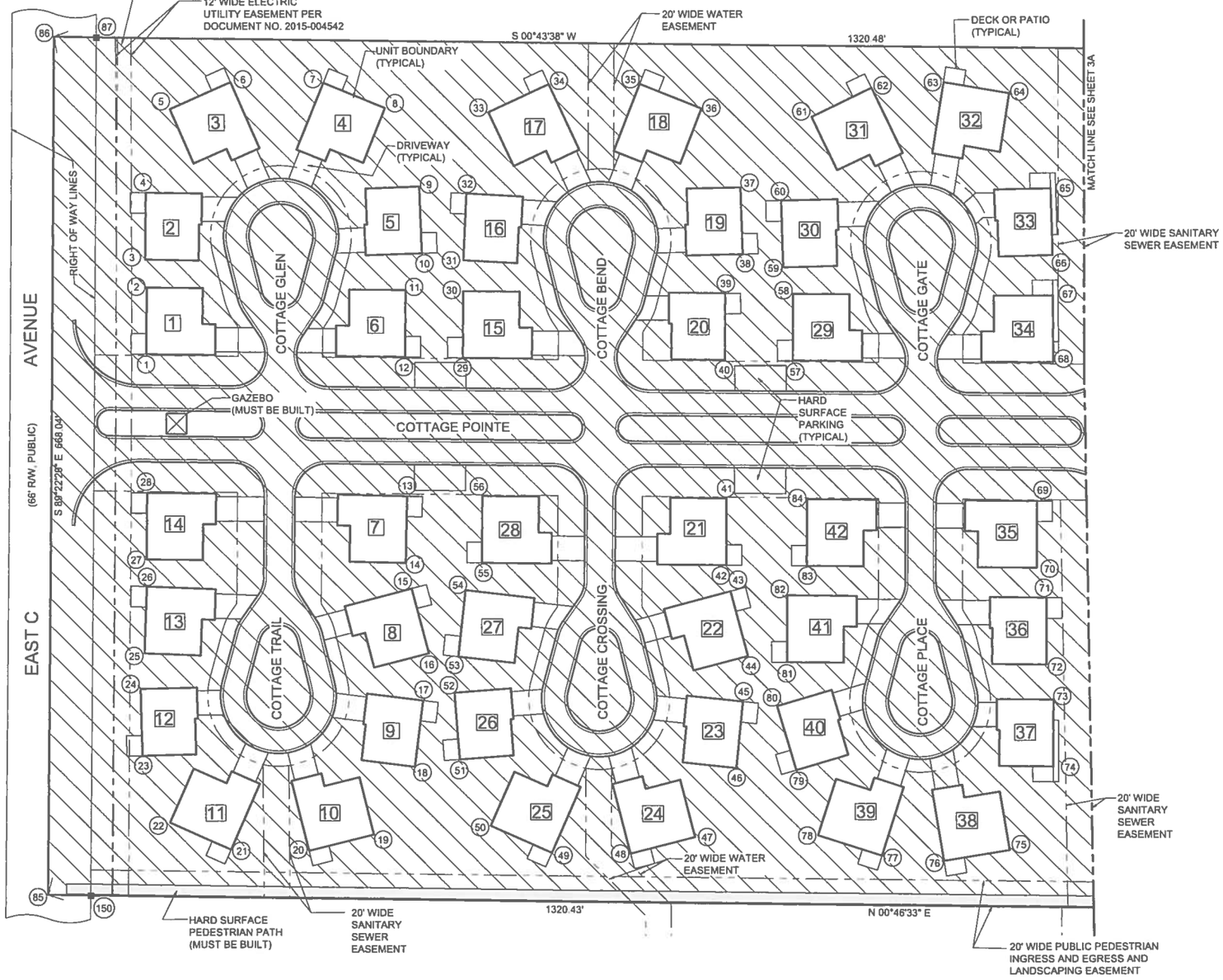
ALL ROADS MUST BE BUILT.

UNITS 21, 22, 23, 26, 27, 28, 36, 37, 40, 41, AND 42 NEED NOT BE BUILT.

ALL ROADS ARE PRIVATE.

SEE COORDINATE PLAN SHEET 4 FOR COORDINATE VALUES AND UNIT DIMENSIONS.

SOME UNIT DESIGNS WILL REQUIRE A RELOCATION OF THE DECK/PATIO.



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WATTS CONSTRUCTION AMND
Meredith Place County Clerk/Register Kalamazoo County, MI

WIGHTMAN
433 E RANSOM ST
KALAMAZOO, MI, 49007
269 327 3532
www.gowightman.com

PROJECT NAME:
COTTAGE POINTE

COTTAGE POINTE, LLC 5071 GULL ROAD KALAMAZOO, MI 49048

REVISIONS

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PROPOSED DATE: 8/22/2022
SCALE 1" = 40'
DRAWN BY ACE
CHECKED BY

SITE PLAN

JOB No. 224206

LEGEND

- [#] = UNIT NUMBER
- (#) = COORDINATE NUMBER
- ■ = SET CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT (DRIVEWAYS, DECKS AND PATIOS)
- [#] = UNIT BOUNDARY *

* **NOTE:**
"CONDOMINIUM UNIT" OR "UNIT" MEANS A SINGLE RESIDENTIAL BUILDING SITE DESIGNED AND INTENDED FOR SEPARATE OWNERSHIP AND USE, AS DESCRIBED IN THE MASTER DEED, INCLUDING THE CONDOMINIUM SUBDIVISION PLAN. HOWEVER, AFTER A RESIDENTIAL STRUCTURE HAS BEEN COMPLETED WITHIN A BUILDING SITE, THE UNIT'S DIMENSIONS SHALL FOLLOW THE SURFACE OF THE EXTERIOR PERIMETER WALLS OF THE STRUCTURE, EXTENDING TO A DEPTH OF TWENTY FIVE (25) FEET BELOW AND FIFTY (50) FEET ABOVE GROUND ELEVATION, RESPECTIVELY, AND ALL LAND OUTSIDE THE STRUCTURE'S FOOTPRINT THAT PREVIOUSLY WAS INCLUDED WITHIN THE UNIT BUILDING SITE SHALL BE A GENERAL COMMON ELEMENT (OTHER THAN ANY LAND BENEATH A LIMITED COMMON ELEMENT PATIO, DECK, OR PORCH, WHICH LAND SHALL BE A LIMITED COMMON ELEMENT), ALL AIRSPACE BETWEEN THE EXTERIOR SURFACE OF AN EXTERIOR WALL OF A STRUCTURE AND THE FURTHEST SURFACE OF ANOTHER STRUCTURAL COMPONENT (SUCH AS A FRONT PORCH OR DECK), TOGETHER WITH THE LAND AND AIR SPACE UP TO 25 FEET BELOW AND 50 FEET ABOVE THE GROUND LEVEL, SHALL BE LIMITED COMMON ELEMENTS). IF A STRUCTURE IS DAMAGED OR DESTROYED AND THE DAMAGED OR DESTROYED PARTS OF THE STRUCTURE ARE REPAIRED OR REPLACED IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS, THEN THE UNIT'S BOUNDARIES SHALL CONFORM TO THE EXTERIOR PERIMETERS OF THE STRUCTURE, AS REPAIRED OR REPLACED. ALL STRUCTURES AND IMPROVEMENTS NOW OR HEREAFTER LOCATED WITHIN THE BOUNDARIES OF A UNIT SHALL BE PART OF THE UNIT AND SHALL BE OWNED BY THE CO-OWNER OF THE UNIT WITHIN WHICH THEY ARE LOCATED AND SHALL NOT, UNLESS EXPRESSLY PROVIDED IN THE CONDOMINIUM DOCUMENTS, CONSTITUTE COMMON ELEMENTS.

STATE OF MICHIGAN
Gary D Hahn
License No. 4001038116
REGISTERED PROFESSIONAL SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

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WATTS CONSTRUCTION
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NOTE:
BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

ALL ROADS MUST BE BUILT.

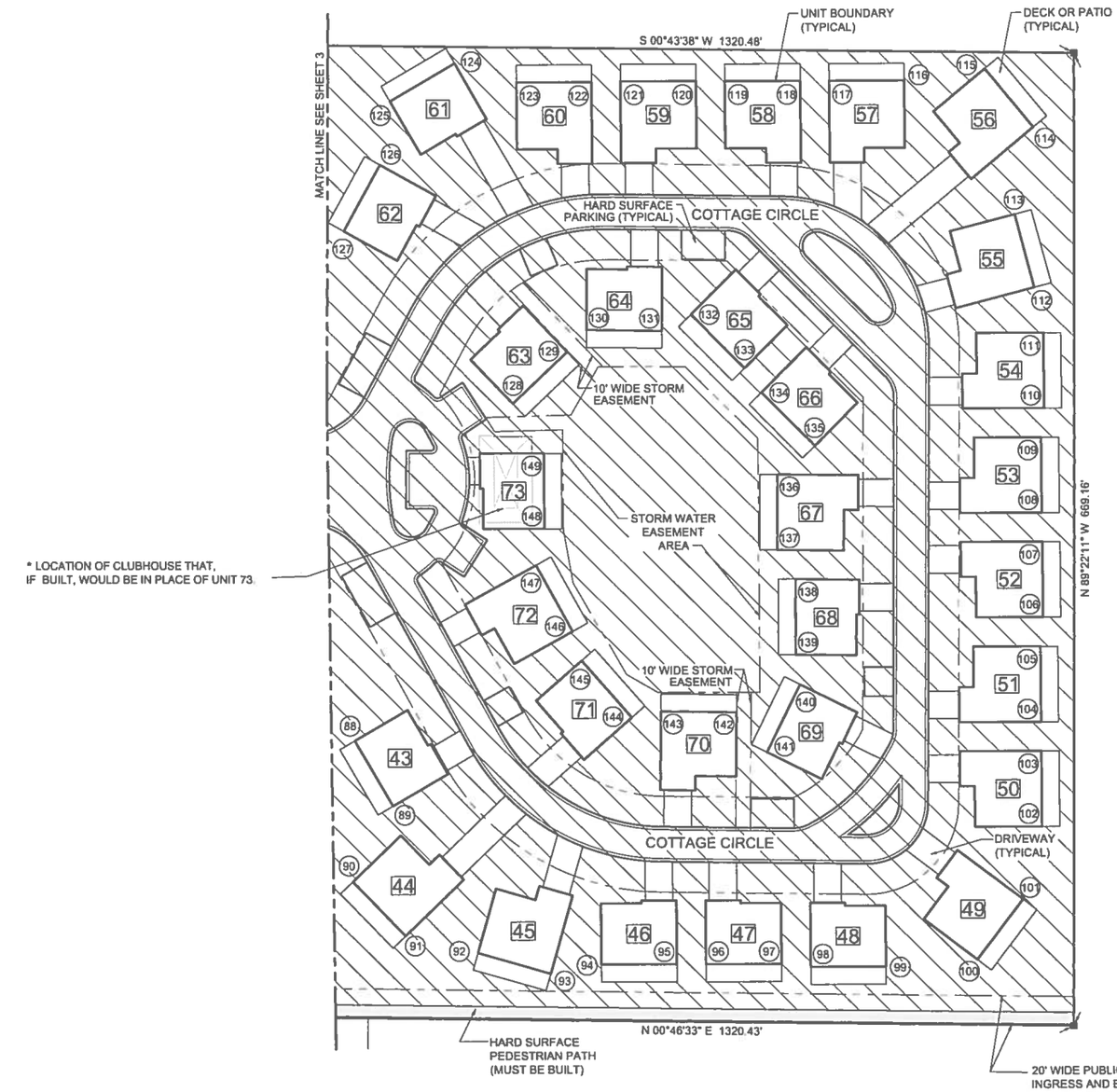
UNITS 43 THROUGH 73, INCLUSIVE, NEED NOT BE BUILT.

ALL ROADS ARE PRIVATE.

SEE COORDINATE PLAN SHEET 4 FOR COORDINATE VALUES AND UNIT DIMENSIONS.

SOME UNIT DESIGNS WILL REQUIRE A RELOCATION OF THE DECK/PATIO.

* UNIT 73 MAY BE REPLACED WITH A CLUBHOUSE BUILDING WHICH NEED NOT BE BUILT.



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PROJECT NAME:
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COTTAGE POINTE, LLC 6071 GULL ROAD KALAMAZOO, MI 49048

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SITE PLAN

JOB No. 224205
3A

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WATTS CONSTRUCTION
Meredith Place County Clerk/Register Kalamazoo County, MI

COORDINATE TABLE

POINT	NORTHING	EASTING
1	326423.30	12830387.13
2	326422.74	12830439.13
3	326423.76	12830460.93
4	326422.88	12830512.93
5	326403.84	12830577.78
6	326356.25	12830598.74
7	326283.59	12830598.18
8	326235.43	12830578.57
9	326209.23	12830517.54
10	326207.35	12830465.57
11	326220.44	12830436.92
12	326221.01	12830384.93
13	326220.34	12830276.29
14	326221.49	12830224.30
15	326217.13	12830204.26
16	326204.01	12830153.94
17	326208.62	12830117.15
18	326215.12	12830065.55
19	326247.46	12830012.78
20	326297.94	12830000.30
21	326358.72	12830001.18
22	326406.26	12830022.24
23	326427.55	12830074.33
24	326428.78	12830126.31
25	326425.67	12830154.00
26	326423.78	12830205.97
27	326423.79	12830227.15
28	326423.22	12830279.14
29	326176.11	12830384.15
30	326175.54	12830436.15
31	326175.10	12830460.07
32	326172.29	12830511.99
33	326154.51	12830575.15
34	326107.31	12830596.98
35	326036.00	12830597.02
36	325987.69	12830577.77
37	325957.80	12830516.63
38	325956.60	12830464.64
39	325970.45	12830434.19
40	325971.02	12830382.20
41	325970.77	12830274.18
42	325971.35	12830222.18
43	325968.19	12830201.76
44	325954.98	12830151.46
45	325959.13	12830115.96
46	325964.71	12830064.26
47	325997.16	12830010.60
48	326047.56	12829997.79
49	326108.99	12829998.57
50	326156.54	12830019.63
51	326180.20	12830071.31
52	326184.16	12830123.16
53	326180.91	12830151.23
54	326175.03	12830202.90
55	326162.06	12830224.26
56	326161.49	12830276.25
57	325918.31	12830381.62
58	325917.74	12830433.62
59	325925.17	12830454.29
60	325926.29	12830506.28
61	325902.00	12830571.28
62	325855.00	12830593.53
63	325798.36	12830597.74
64	325747.11	12830588.98
65	325715.69	12830515.12
66	325714.66	12830463.13
67	325714.92	12830431.71
68	325715.04	12830379.71
69	325728.91	12830271.49
70	325729.50	12830219.49
71	325722.31	12830196.27
72	325722.85	12830144.27
73	325717.51	12830116.91
74	325718.05	12830064.91
75	325752.46	12829999.94

POINT	NORTHING	EASTING
76	325803.79	12829991.63
77	325852.25	12829995.76
78	325901.72	12830011.81
79	325918.14	12830062.62
80	325932.75	12830112.53
81	325924.82	12830146.58
82	325924.25	12830198.58
83	325908.88	12830221.48
84	325908.31	12830273.48
85	326501.09	12829965.92
86	326493.80	12830633.92
87	326460.80	12830633.50
88	325673.66	12830145.40
89	325647.66	12830100.37
90	325675.57	12830048.45
91	325639.55	12830010.95
92	325589.56	12829999.25
93	325539.59	12829984.86
94	325504.87	12829991.14
95	325452.87	12829991.14
96	325432.87	12829991.14
97	325380.87	12829991.14
98	325360.87	12829989.14
99	325308.87	12829989.14
100	325246.23	12829993.86
101	325214.62	12830035.15
102	325200.94	12830085.07
103	325200.94	12830137.07
104	325201.09	12830157.07
105	325201.09	12830209.07
106	325198.93	12830229.07
107	325198.93	12830281.07
108	325199.19	12830301.07
109	325199.19	12830353.07
110	325196.73	12830373.07
111	325196.73	12830425.07
112	325202.48	12830456.30
113	325215.56	12830506.63
114	325201.87	12830566.41
115	325234.92	12830606.56
116	325290.43	12830598.63
117	325342.43	12830598.63
118	325362.43	12830598.63
119	325414.43	12830598.63
120	325434.43	12830598.63
121	325486.43	12830598.63
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123	325558.43	12830598.10
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125	325646.07	12830585.19
126	325653.40	12830541.73
127	325678.73	12830496.32
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130	325511.65	12830427.85
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132	325439.52	12830438.38
133	325402.98	12830401.38
134	325391.43	12830384.68
135	325354.89	12830347.68
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137	325381.57	12830275.97
138	325368.99	12830255.83
139	325369.57	12830203.84
140	325366.67	12830183.43
141	325389.76	12830136.83
142	325410.55	12830164.41
143	325462.55	12830165.11
144	325482.60	12830160.98
145	325516.77	12830200.18
146	325522.94	12830220.24
147	325547.99	12830265.81
148	325541.81	12830291.02
149	325541.81	12830343.02
150	326468.09	12829965.47

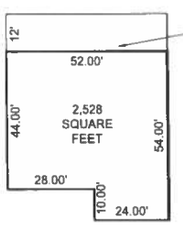
NOTE:
MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE.

WIGHTMAN & ASSOCIATES, INC.

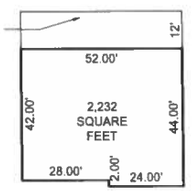
BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

STATE OF MICHIGAN — Gary D. Hahn — License No. 4001038116 — PROFESSIONAL SURVEYOR

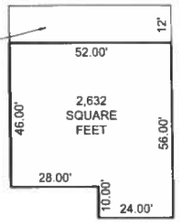
PROPOSED UNIT BOUNDARY
(TYPICAL)
SCALE: 1" = 20'



UNIT BOUNDARY CONFIGURATION FOR UNITS 6, 13, 14, 21, 27, 41 AND 42.

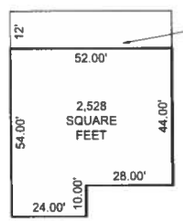


UNIT BOUNDARY CONFIGURATION FOR UNITS 2, 5, 12, 16, 19, 26, 30 AND 40.

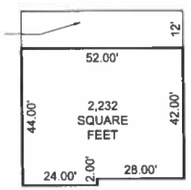


UNIT BOUNDARY CONFIGURATION FOR UNITS 3, 10, 17, 24, 31, 34 AND 38.

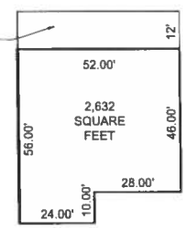
NOTE:
ALL UNIT LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER.



UNIT BOUNDARY CONFIGURATION FOR UNITS 1, 7, 8, 15, 22, 28 AND 29.



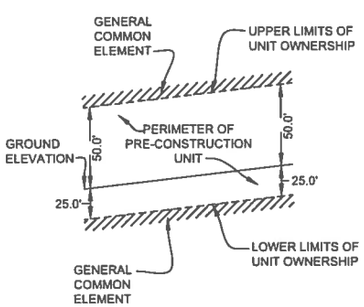
UNIT BOUNDARY CONFIGURATION FOR UNITS 9, 20, 23, 33, 36 AND 37.



UNIT BOUNDARY CONFIGURATION FOR UNITS 4, 11, 18, 25, 32, 35 AND 39.

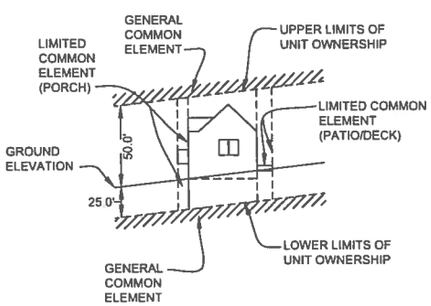
NOTE:
AREAS ENCUMBERED BY DECK, STOOP, FRONT PORCH AND/OR PATIO, SHALL BE LIMITED COMMON ELEMENT. EQUIVALENT AREAS IN WHICH NO SUCH IMPROVEMENTS ARE CONSTRUCTED SHALL BE GENERAL COMMON ELEMENT.

UNIT CROSS SECTION
(BEFORE CONSTRUCTION)
NOT TO SCALE



NOTE:
EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION.

UNIT CROSS SECTION
(AFTER CONSTRUCTION)
NOT TO SCALE



NOTES:
EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 25.0' BELOW AND 50.0' ABOVE GROUND ELEVATION.
THE AIR UP TO 50 FEET ABOVE THE LAND AND DOWN TO 25 FEET BELOW LIMITED COMMON ELEMENT STRUCTURES SUCH AS DECKS AND PORCHES, ARE LIMITED COMMON ELEMENTS.

WIGHTMAN
433 E RANSOM ST
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269 327 3532
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PROJECT NAME:
COTTAGE POINTE

COTTAGE POINTE, LLC 5071 GULL ROAD KALAMAZOO, MI 49048

REVISIONS

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PROPOSED DATE: 8/22/2022
SCALE: AS NOTED

COORDINATE PLAN SHEET

JOB No. 224205

LEGEND

- # = UNIT NUMBER
- E = EXISTING ELECTRIC LINE
- T = EXISTING TELEPHONE LINE
- E = PROPOSED ELECTRIC LINE
- = PROPOSED FENCE
- G = PROPOSED GAS LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- T = PROPOSED TELEPHONE LINE
- = PROPOSED WATER MAIN
- = EASEMENT LINE/GRADING PERMIT
- = PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = GUY ANCHOR
- = PROPOSED ELECTRIC TRANSFORMER
- = PROPOSED ELECTRIC RISER
- = SIGN
- = PROPOSED WATER SHUT OFF
- = PROPOSED HYDRANT
- = PROPOSED GATE VALVE & BOX
- = PROPOSED GATE VALVE & VAULT
- = PROPOSED REDUCER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED STORM MANHOLE
- = TELEPHONE RISER BOX
- = UTILITY POLE

NOTES

PROPOSED UTILITIES SHOWN ARE BASED ON CONSTRUCTION DRAWINGS PREPARED BY WIGHTMAN AND ASSOCIATES, INC., PROJECT NO. 154040, DATED JUNE 2015, ON FUTURE DEVELOPMENT CONCEPTUAL PLANS BY WIGHTMAN AND ASSOCIATES, INC. AND ON DESIGN DRAWINGS PROVIDED BY CONSUMERS ENERGY COMPANY AND AT&T.

UTILITY INFORMATION AS SHOWN HEREON IS AS PROPOSED AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.

ALL STORM SEWER, SANITARY SEWER, WATER MAIN AND ROADWAY "MUST BE BUILT."

ALL GAS, ELECTRIC AND TELEPHONE "MUST BE BUILT."

STATE OF MICHIGAN — Gary D Hahn — License No. 4001038116 — REGISTERED PROFESSIONAL SURVEYOR

WIGHTMAN & ASSOCIATES, INC.

BY GARY D. HAHN
PROFESSIONAL SURVEYOR NO. 4001038116

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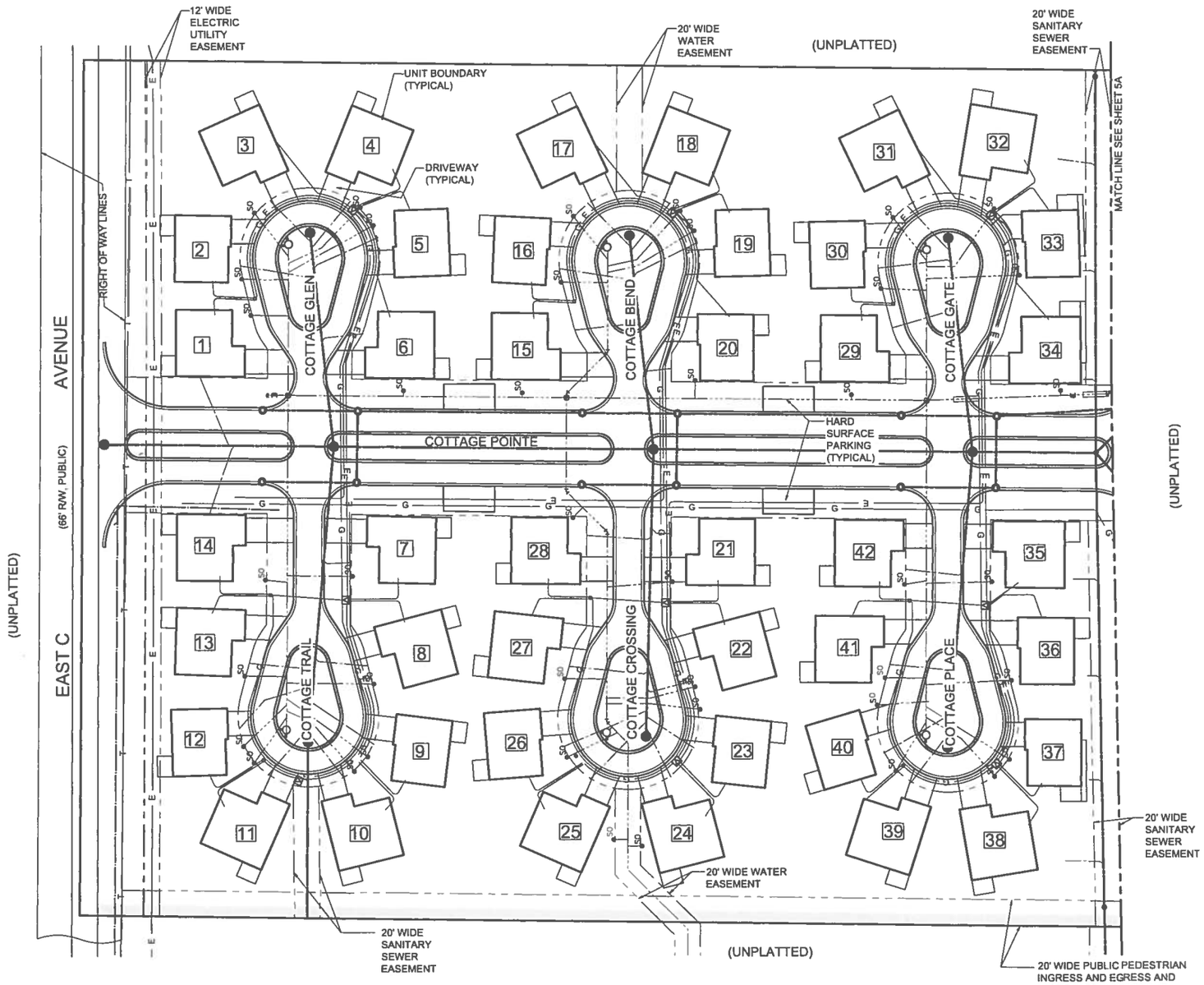

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PROPOSED DATE: 8/22/2022
SCALE: 1" = 40'

UTILITY PLAN

JOB No 224205

LEGEND

- # = UNIT NUMBER
- E = EXISTING ELECTRIC LINE
- T = EXISTING TELEPHONE LINE
- E = PROPOSED ELECTRIC LINE
- = PROPOSED FENCE
- G = PROPOSED GAS LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- T = PROPOSED TELEPHONE LINE
- = PROPOSED WATER MAIN
- = EASEMENT LINE/GRADING PERMIT
- = PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = GUY ANCHOR
- = PROPOSED ELECTRIC TRANSFORMER
- = PROPOSED ELECTRIC RISER
- = SIGN
- SO = PROPOSED WATER SHUT OFF
- = PROPOSED HYDRANT
- = PROPOSED GATE VALVE & BOX
- = PROPOSED GATE VALVE & VAULT
- = PROPOSED REDUCER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED STORM MANHOLE
- = TELEPHONE RISER BOX
- = UTILITY POLE

NOTES

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UTILITY INFORMATION AS SHOWN HEREON IS AS PROPOSED AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.

ALL STORM SEWER, SANITARY SEWER, WATER MAIN AND ROADWAY "MUST BE BUILT."

ALL GAS, ELECTRIC AND TELEPHONE "MUST BE BUILT."

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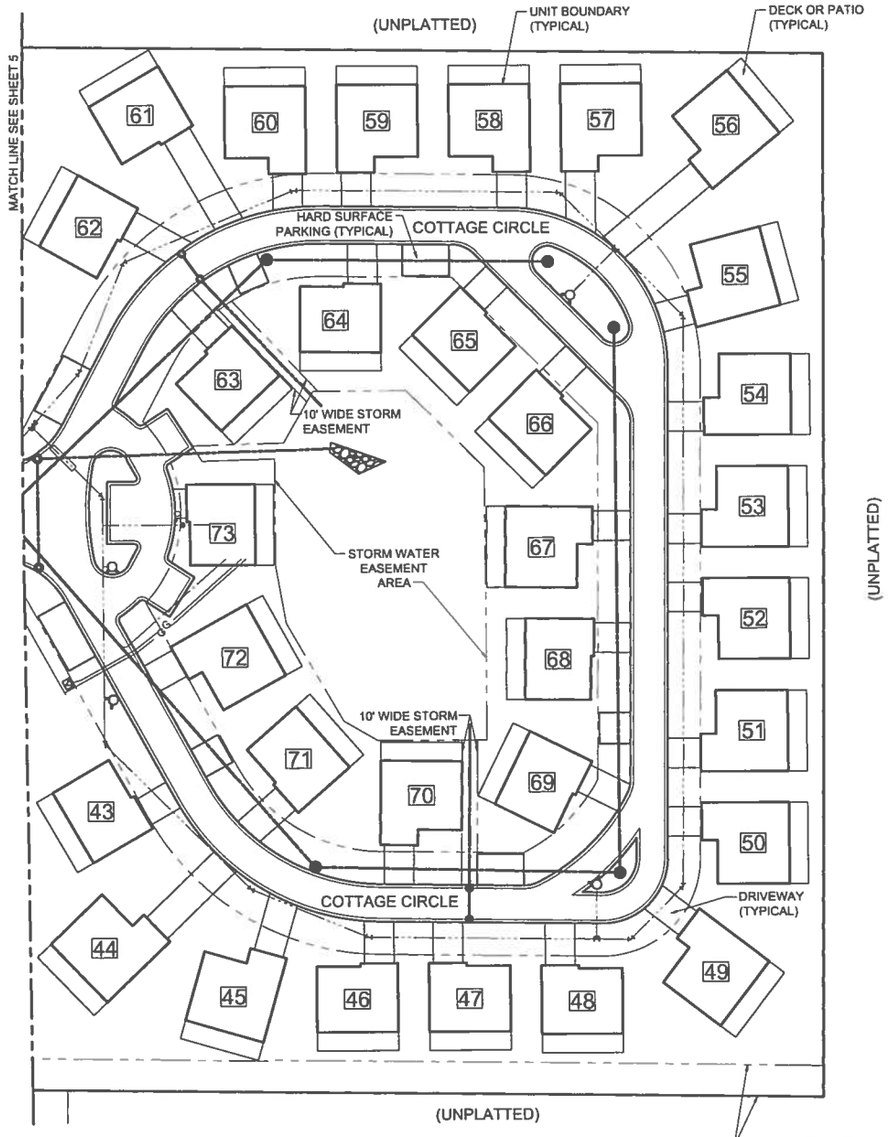

1 inch = 40 ft.

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COTTAGE POINTE, LLC 5071 GULL ROAD KALAMAZOO, MI 49048

REVISIONS

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PROPOSED DATE: 6/22/2022
SCALE: 1" = 40'

UTILITY PLAN

JOB No. 224206

5A

AMENDMENT

2026-033466
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2026-033466

Arrival Date and Time: 11/17/2026 11:22:00 AM

Recording Date and Time: 11/17/2026 11:24:25 AM

GRANTOR: COTTAGE POINTE

GRANTEE: COTTAGE POINTE
HOMEOWNERS ASSOCIATION

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Kalamazoo County, Michigan.

REGISTER OF DEEDS
Kalamazoo County, Michigan

Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

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SECOND AMENDMENT TO MASTER DEED OF COTTAGE POINTE

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

Kalamazoo County Condominium Subdivision Plan No. 266

(1) Second Amendment to Master Deed of Cottage Pointe.

(2) Exhibit A to Second Amendment: Affidavit of Adoption by Co-owners.

(3) Exhibit B to Second Amendment: Affidavit of Mailing of Notices to Mortgagees.

(4) Exhibit C to Second Amendment: Affidavit of Adoption by Mortgagees.

(5) Exhibit D to Second Amendment: Affidavit of Providing Notices to Co-owners.

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

This instrument Drafted By
and after Recording, Return To:

Mark C. Hanisch
Kluczynski, Girtz & Vogelzang
3033 Orchard Vista Drive, S.E., Suite 308
Grand Rapids, MI 49546
(616) 559-8659

SECOND AMENDMENT TO MASTER DEED OF COTTAGE POINTE

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

Cottage Pointe Homeowners Association, a Michigan nonprofit corporation, of 5071 Gull Road, Kalamazoo, Michigan 49048 (the "**Association**") and Cottage Pointe, LLC, a Michigan limited liability company of 5071 Gulf Road, Kalamazoo, Michigan 49048 (the "**Developer**") execute this Second Amendment to Master Deed of Cottage Pointe (this "**Second Amendment**") this 27th day of October, 2026.

RECITALS

A. The Developer created Cottage Pointe as a Michigan residential site condominium project (the "**Project**") by recording in the office of the Kalamazoo County Register of Deeds on September 2, 2016 a Master Deed which was assigned Document No. 2016-028373 (the "**Master Deed**").

B. The Developer amended the Master Deed by recording a First Amendment to Master Deed of Cottage Pointe in the office of the Kalamazoo County Register of Deeds on August 31, 2022 (the "**First Amendment**"). The First Amendment was assigned Document No. 2022-028299.

C. Article VIII of the Master Deed provides, in pertinent part, that an amendment to the Master Deed may be made and recorded by the Developer and/or the Association (with the approval by majority vote of the Board of Directors of the Association) if the amendment will clarify or explain provisions of the Master Deed or any other Condominium Document or if it is adopted for another purpose that won't materially alter or change the rights of Co-owners or mortgagees.

D. Section 90 of Michigan's Condominium Act, Act No. 59 of the Public Acts of 1978, as amended (the "**Act**") provides that a master deed may be amended, even if the amendment will materially alter or change the rights of one or more Co-owners, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners entitled to vote as of the record date.

E. The Developer and the Association desire to amend the Master Deed, including the Condominium Bylaws, as set forth in this Second Amendment.

F. As evidenced by the Affidavits attached as Exhibits to this Second Amendment, the Developer, the Board of Directors of the Association, and more than two-thirds (2/3) of the Co-owners entitled to vote voted to amend the Master Deed in the manner described in this Second Amendment, and more than two-thirds (2/3) of the holders of first mortgages on Units in the Project have approved of this Second Amendment.

PROVISIONS

The Master Deed of Cottage Pointe, as previously amended, is further amended as follows:

1. **Well**. The underground sprinkling system used to water General Common Elements of the Project has been connected to a well to replace the prior connection to the public water system. Accordingly, Section 4.1 of the Master Deed is amended to expressly add the well to the General Common Elements of the Project's water distribution system.

2. **Sidewalks, Driveways and Curbs**. Some Co-owners have requested clarification of the how the provisions of Section 4.3 of the Master Deed and Section 6.02 of the Condominium Bylaws allocate the responsibilities to maintain, repair, replace, and insure the Limited Common Element sidewalks and driveways that are appurtenant to a single Unit and the curb parts of the private roadways. Accordingly, those Sections of the Master Deed and Condominium Bylaws, and all other provisions of the Condominium Documents pertaining to such sidewalks, driveways, and curbs are amended to provide that notwithstanding any provision to the contrary, the Association has the obligation for snow removal from such sidewalks and driveways and each Co-owner has the obligations to remove ice from and to repair, replace, and insure those sidewalks and driveways. As is the case with Unit improvements, the Association maintains the right to prescribe aesthetic and maintenance standards regarding such sidewalks and driveways. Curbs are expressly deemed to be part of the General Common Element private roadways, so the Association has the same obligations with respect to the curbs as it has under Section 4.3 of the Master Deed and Section 6.02 of the Condominium Bylaws with respect to the private roadways.

3. **Architectural Control and Future Developer Improvements**. Given the fact that homes will be constructed in Units over the span of many years, some Co-owners have expressed concern, based on situations they are aware of in other condominium projects not developed by the Developer, that future homes constructed by the Developer or its successors or assigns might not be of sizes and appearances consistent with existing homes within the Project because under Section 7.04 of the Condominium Bylaws, Rules promulgated by the Association do not apply to the Developer and are subject to the approval of the Developer for thirty (30) years from the date of the recording of the Master Deed. While this Second Amendment does not affect the Developer and its affiliates' and successors' exemptions from such Rules or eliminate the Developer's right to disapprove of proposed Rules, the Developer, for itself and its successors and assigns, represents that homes initially constructed in Units by the Developer and its successors and assigns will be of substantially similar size and construction quality to the homes currently existing in the Project.

4. **Homowners' Energy Policy Act**. Prior to the effective date of this Second Amendment, the State of Michigan enacted the Homeowners' Energy Policy Act, Act 68 of the Public Acts of 2024 ("**HEPA**"). The Board of Directors of the Association adopted a Solar Energy Policy Statement and authorized the creation of other documents to comply with HEPA and has the power to amend and eliminate such documents and adopt new documents, all as may be necessary or advisable to comply with HEPA and to promote the interests of the Association and the Co-owners. Any provision in any Condominium Document, including any such policy

statement or document adopted by the Board in connection with HEPA, that conflicts with HEPA shall be invalid and unenforceable.

5. **"For Sale" Signs**. In order to permit the use of certain "for sale" signs advertising the availability of Units for sale without having to obtain prior written permission from the Board, while preserving Association control over the appearance, size, and placement of such signs, current Subsection 7.05f of the Condominium Bylaws is deleted and replaced with the following:

> "**f. Signs**. No sign or other advertising device, with the exception of one "for sale" sign of professional appearance, shall be displayed from any residence or within any Unit or on any Common Element which is visible from the exterior of the Unit or from any Common Element without the prior written permission of the Board. In accordance with Section 7.06 of the Condominium Bylaws, the Board may promulgate and amend Rules pertaining to signs, including, without limitation, their size, appearance, location, and content and may require the removal or relocation of signs in the Board's discretion."

6. **Winter Season Storage of Personal Property**. Notwithstanding the provisions of Subsection 7.05h of the Condominium Bylaws, outdoor furniture and other personal property may be neatly stored during the winter season on any rear patio, deck, or porch. In accordance with Section 7.06 of the Condominium Bylaws, the Board may promulgate and amend Rules pertaining to Subsection 7.05h as amended by this Second Amendment.

7. **Cats and Dogs**. Notwithstanding the provisions of Subsection 7.05j of the Condominium Bylaws, a Co-owner shall be entitled to keep any combination of cats and dogs totaling not more than four (4) in a Unit without having to obtain prior written permission from the Board for such animals; provided, however, that such animals and their owners shall comply with all provisions of the Condominium Documents pertaining to pets and animals. In accordance with Section 7.06 of the Condominium Bylaws, the Board may promulgate and amend Rules pertaining to pets and animals in the Project.

8. **Possible Retention Pond Flooding and Operation**. The following new Subsection 7.05t is added to the Condominium Bylaws:

> "**t. Possible Retention Pond Flooding and Operation**. While the Association will endeavor to operate and maintain the retention pond properly, the Association does not warrant or represent that it has the expertise to do so and it affirmatively disclaims any liability or responsibility in connection with the retention pond. Accordingly, the Co-owners of Units, including all homes, who might be impacted by an overflow of water from the retention pond, or who might otherwise be adversely affected by the retention pond, are advised to take such precautions as may be available, including the purchase of appropriate insurance, if available, to protect themselves, to the extent possible, from any adverse consequences that might arise from the existence and/or operation of the retention pond. Nothing, including without limitation, fish, flowers, and other plants, shall be placed in the retention pond without the prior express written permission of the Board and,

during the Development Period or the 30-year period described in subsection 7.05b above (whichever is longer), the Developer.

9. **Rules**. The following sentence is added to Section 7.06 of the Condominium Bylaws: "While some sections of the Condominium Documents expressly authorize the adoption and amendment of Rules in connection with those sections, Rules may be adopted and amended in connection with any provisions of the Condominium Documents."

10. **Continuing Effect.** The provisions of the Master Deed, including its Exhibits, as previously amended, not revised by this Second Amendment are ratified and confirmed.

Cottage Pointe, LLC,
a Michigan limited liability company

By _____
- Joy Watts

Its Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on this 27th day of October, 2026, by Joy Watts, a member of Cottage Pointe, LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____
* N. Tolmacs
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8/12/2030

** Please print name below signature line.*

Cottage Pointe Homeowners Association,
a Michigan nonprofit corporation

By Nancy Diment
- Nancy Diment

Its Board of Directors Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on this 27th day of October, 2026, by Nancy Diment, the Board of Directors Member of Cottage Pointe Homeowners Association, a Michigan nonprofit corporation, acting on behalf of the nonprofit corporation.

N. Tolmacs
* N. Tolmacs
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8/12/2030

** Please print name below signature line.*

EXHIBIT A TO SECOND AMENDMENT TO MASTER DEED OF COTTAGE POINTE

AFFIDAVIT OF ADOPTION BY ASSOCIATION

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

Nancy Diment, being duly sworn, deposes and states as follows:

1. I am the Board Member of Cottage Pointe Homeowners Association (the "**Association**"), the Michigan non-profit corporation established to administer, operate, manage, and maintain Cottage Pointe, a Michigan Condominium designated as Kalamazoo County Condominium Subdivision Plan No. 266 (the "**Project**").

2. I am an adult familiar with the facts set forth in this Affidavit and, if called upon to do so, would be competent to testify as to those facts in court.

3. The Second Amendment to Master Deed of Cottage Pointe to which this Affidavit is attached received votes of approval from at least two thirds (2/3) of the Co-owners entitled to vote during voting which concluded on July 10, 2026.

Date: October 27th, 2026

nancy diment

- Nancy Diment

Subscribed and sworn to before me this 27th day of October, 2026 by Nancy Diment.

N. Tolmacs

- N. Tolmacs

Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8/12/2030

**Please print name below line*

EXHIBIT B TO SECOND AMENDMENT TO MASTER DEED OF COTTAGE POINTE

AFFIDAVIT OF MAILING OF NOTICES TO MORTGAGEES UNDER SECTION 90a OF THE CONDOMINIUM ACT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

Amy L. Penner, being duly sworn, deposes and states as follows:

1. I am a Paralegal with Kluczynski, Girtz & Vogelzang, the law firm which represents Cottage Pointe Homeowners Association, the Michigan non-profit corporation established to administer, operate, manage, and maintain the Condominium Project known as Cottage Pointe and designated as Kalamazoo County Condominium Subdivision Plan No. 266 (the "**Project**").

2. On July 23, 2026, I mailed by first class mail to each person or entity who holds a first mortgage interest against one or more condominium units in the Project as of July 10, 2026, the following:

a. A copy of the Second Amendment to Master Deed of Cottage Pointe, a Condominium Project.

b. A notice containing the information required by section 90a of the Condominium Act;

c. A ballot meeting the requirements of section 90a of the Condominium Act; and

d. An envelope addressed to me, as the person authorized by the Board of Directors for tabulating mortgagee votes.

3. The Association has retained copies of the documents mailed and the names and addresses of the mortgagees to which such documents were mailed.

Date: October 20, 2026

Amy L. Penner

Subscribed and sworn to before me this 20 day of October, 2026 by Amy L. Penner.

Lili Galvan
Notary Public, State of Michigan, County of Kent
Acting in the County of Kent
My Commission Expires: 09/12/2027

EXHIBIT C TO SECOND AMENDMENT TO MASTER DEED OF COTTAGE POINTE

AFFIDAVIT OF ADOPTION BY MORTGAGEES

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

Amy L. Penner, being duly sworn, deposes and states as follows:

1. I am a Paralegal with Kluczynski, Girtz & Vogelzang, the law firm which represents Cottage Pointe Homeowners Association, the Michigan non-profit corporation established to administer, operate, manage, and maintain the Condominium Project known as "Cottage Pointe" and designated as Kalamazoo County Condominium Subdivision Plan No. 266 (the "**Project**").

2. In accordance with the Condominium Act (the "**Act**"), the mortgagees and assignees of mortgages of record as of July 10, 2026 holding first mortgages on one or more units in Cottage Pointe (the "**First Mortgagees**") were provided with copies of the proposed Second Amendment to Master Deed of Cottage Pointe, ballots and the other materials required by Sections 90 and 90a of the Act.

4. The Second Amendment to Master Deed of Cottage Pointe received the approval of more than two-thirds (2/3) of the votes of the First Mortgagees.

Date: October 22, 2026

Amy L Penner

Subscribed and sworn to before me this 22 day of October, 2026 by Amy L. Penner.

Lili Galvan
Notary Public, State of Michigan, County of Kent
Acting in the County of Kent
My Commission Expires: 09/12/2027

EXHIBIT D TO SECOND AMENDMENT TO MASTER DEED OF COTTAGE POINTE

AFFIDAVIT OF PROVIDING NOTICES TO CO-OWNERS UNDER SECTION 90(5) OF THE CONDOMINIUM ACT

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

Nancy Diment, being duly sworn, deposes and states as follows:

1. I am the Board Member of Cottage Pointe Homeowners Association (the "**Association**"), the Michigan non-profit corporation established to administer, operate, manage, and maintain Cottage Pointe, a Michigan Condominium designated as Kalamazoo County Condominium Subdivision Plan No. 266 (the "**Project**").

2. I am an adult familiar with the facts set forth in this Affidavit and, if called upon to do so, would be competent to testify as to those facts in court.

3. On October 27, 2026, I served written notice on all Co-owners of record in the Project that the Second Amendment to Master Deed of Cottage Pointe to which this Affidavit is attached would be recorded not less than ten (10) days after the date of the notice.

Date: October 27th, 2026

Nancy Diment
Nancy Diment

Subscribed and sworn to before me this 27th day of October, 2026 by Nancy Diment.

N. Tolmacs
• N. Tolmacs
Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8/12/2030

* *Please print or type name below signature line*

COTTAGE POINTE

Richland Township, Kalamazoo County

PURCHASE AGREEMENT FOR UNIT ONLY

THIS PURCHASE AGREEMENT is made by Cottage Pointe, LLC, a Michigan limited liability company, of 5071 Gull Road, Kalamazoo, MI 49048 (the "Developer"), and the following person(s) [insert name(s) and address(es)] _____

_____

(collectively, the "Purchaser"). The telephone numbers and email addresses for the Purchaser are as follows:

( )_____ _____

( )_____ _____

1. Unit to be Purchased. Purchaser agrees to purchase from Developer, pursuant to the provisions of this document, the exclusive ownership of Unit No. ____ as depicted on the Condominium Subdivision Plan of Cottage Pointe (the "Project") prepared by Wightman & Associates, Inc, together with the undivided appurtenant Percentage of Value in the Common Elements of the Project assigned to the condominium unit. In this Purchase Agreement, the condominium unit being purchased by Purchaser and the appurtenant undivided Percentage of Value interest in the Common Elements of the Project are called the "Unit." The Purchaser's rights to the Unit, are conveyed subject to the terms of Michigan's Condominium Act (Act 59, Public Acts of 1978), as amended (the "Act").

2. House Not Included; Contingency. It is the Developer's intent that eventually, each unit will contain a house and related improvements (the "Home") constructed by Watts Construction Company d/b/a Watts Home & Construction ("Watts Homes"), whose Michigan Residential Builder License Number is 2102101160. Accordingly, Developer's and Purchaser's obligations under this Agreement are contingent on Purchaser's execution and delivery of a contract for the construction of a Home by Watts Homes within and connected with the Unit. Until such a contract is executed and delivered by Watts Homes and Purchaser, either Developer or Purchaser may terminate this Agreement without liability to the other (except that all sums paid by Purchaser to Developer or the escrow agent pursuant to this Agreement shall be returned to Purchaser within three (3) business days of Developer's receipt of written notice of termination of this Agreement). Upon execution and delivery of the building contract between Purchaser and Watts Homes, this contingency shall automatically be removed. If either party requests in writing written confirmation of the proof of removal of this contingency, the party so requesting shall draft, and both parties shall promptly execute and deliver, a document confirming the removal of this contingency.

3. Clubhouse Fee. Included in the Purchase Price is a "Clubhouse Fee" that the Developer will pay to the Association promptly after the Closing. The Clubhouse Fee will be used by the Association for the construction of a clubhouse in approximately the location shown on Sheet 3 of the Condominium Subdivision Plan. While it is anticipated that the Association will use the Clubhouse Fund to construct a clubhouse, neither the Developer nor the Association is required to build the clubhouse. If the Association makes a final determination that it will not construct the clubhouse, then the Association shall determine how the Clubhouse Fees collected from the Purchaser and other purchasers of units in the Project shall be used in the best interests of the Association.

4. Purchase Price and Terms of Purchase.

a. The purchase price for the Unit shall be as follows:

Base Price: $_____

Extras (please see Section 30):

. _____ $_____

. _____ $_____

. _____ $_____

. _____ $_____

Total Purchase Price for Unit: $_____

Buy In Fee (Please see Section 12) $ 1,000.00

TOTAL AMOUNT OWED TO BE PAID ON OR BEFORE CLOSING $_____

b. Purchaser agrees that he or she will (check box which applies):

[_] Pay the Total Amount Owed in cash;

[_] Pay $_____ of the Total Amount Owed in cash and finance the balance under a mortgage, in which case Purchaser's obligations under this Agreement are contingent upon the ability of Purchaser to secure, within_____ (____) days after the Effective Date of this Agreement, a mortgage commitment for $_____, contingent only upon the lender's receipt of an acceptable appraisal and Purchaser's not doing anything after application to impair Purchaser's credit. Purchaser shall apply for the mortgage within ten (10) business days after delivery to Purchaser of the Section 84a documents and shall then promptly notify Developer of the name and address of the lender(s) to which Purchaser applied. If Developer is not notified in writing on or

before _____, 20____, that Purchaser has not received a mortgage commitment as described above, then it shall be conclusively presumed that Purchaser has waived the mortgage contingency, has secured such a commitment or will purchase the Unit without mortgage financing.

If Developer is duly notified of Purchaser's inability to obtain mortgage financing, Developer may, at Developer's option, sell the Unit by land contract to Purchaser under the same terms as were contemplated by the mortgage financing, terminate this Agreement, or extend the deadline(s) for Purchaser's obtaining a mortgage commitment and/or for closing by written notice served on Purchaser.

5. Payment of Total Amount Owed. Purchaser agrees to pay the Total Amount Owed as follows:

· Deposit upon execution of this Agreement:	$ _____
· Promptly upon notice of the occurrence of the following events:	
_____	$_____
_____	$_____
At time of closing:	$ _____
Total Amount Owed: (Same as total amount in § 4a)	$_____

Purchaser agrees that, in addition to the purchase price and other sums set forth in this Agreement, he or she will be liable for the closing costs and other expenses as set forth in this Agreement.

6. Closing. This sale shall be closed, the payment of the purchase price and other sums required under this Agreement, and Developer's delivery to Purchaser of the deed to the Unit shall be made in accordance with this Agreement at such place and time and on such date as Developer shall designate by notice to Purchaser not less than ten (10) days prior to closing. Except as provided elsewhere in this Agreement, the deadline for closing shall be on or before _____, 20__. Unless Developer designates a different location for closing, the closing shall be held at the offices of Chicago Title of Michigan, 941 West Milham Road, Portage, MI 49024.

7. Additional Provisions: _____

_____

_____

_____

_____

_____

_____

8. Other Conditions. The attached General Conditions are integral provisions of this Agreement and are incorporated by reference as if they are contained in this Section of this Agreement.

9. Effective Date. If this Agreement is executed by the Developer on the same date that it is executed by Purchaser, then such date shall be the Effective Date of this Agreement and, subject to Sections 16 and 17 of the General Conditions and to the Condominium Act and Rules, this Agreement shall be binding on such date. If this Agreement is not signed by Developer on the date of execution by Purchaser, then this document shall constitute Purchaser's offer to purchase the Unit, which offer shall be subject to acceptance by Developer no later than ten (10) days after the date of Purchaser's offer. If Developer does not accept this offer within the ten (10) day period, then the deposit will be returned promptly and the offer shall become void. If the offer is accepted by the Developer within the ten (10) day period, then this Agreement shall become a contract between Purchaser and Developer, the Effective Date shall be the date of execution by Developer, and Developer shall promptly serve on Purchaser a fully executed original or copy of this Agreement.

[Signatures on the following page]

Dated this_____ day of
_____, 20___.

WITNESS:

_____

WITNESS

_____

PURCHASER:

_____
*
SS# _____

_____
*
SS#_____

Accepted this_____ day
of_____, 20___.

WITNESS:

_____

DEVELOPER:

COTTAGE POINTE, LLC
A Michigan limited liability company

By_____
*
Its: Authorized Agent

* Print or type name below signature line

GENERAL CONDITIONS TO
COTTAGE POINTE PURCHASE AGREEMENT

10. Plan of Development. Developer is engaged in the development of a residential condominium project known as Cottage Pointe in the Township of Richland, Kalamazoo County, Michigan (the "Project"). The Developer has caused to be organized a Michigan nonprofit corporation (the "Association") known as Cottage Pointe Homeowners Association for the purpose of operating and maintaining the common elements of the Project and enforcing the condominium documents. Each co-owner of a condominium unit in the Project shall become a member of the Association and shall be entitled to one (1) vote for each unit owned by that co-owner. According to the documents for the Project, each of the units in the Project shall have a percentage of value and voting right equal to the other units. By executing this Agreement, Purchaser agrees that Purchaser has reviewed the Condominium Documents for the Project and that upon becoming a member of the Association, he or she will be subject to and abide by all of the provisions of all of the documents pertaining to the Project and the Association.

11. The House. Purchaser acknowledges that a house and related improvements will be constructed within and connected with the Unit by Watts Constriction Company d/b/a Watts Homes and Construction ("Watts Homes") pursuant to a separate contract to be executed by Purchaser and Watts Homes and that after construction, the vertical boundaries of the Unit will generally follow the exterior walls of the residential structure as set forth in greater detail in the Master Deed. Purchaser shall execute and deliver such documents as Developer or Watts Homes or their assigns may reasonably require in connection with such improvements.

12. Financing. Any information provided by the Developer to the Purchaser relating to financing sources is intended only as an accommodation, and the Purchaser is entitled to secure financing from any institution or source, and upon any terms consistent with this Agreement. All costs related to obtaining financing shall be the responsibility of the Purchaser, unless specifically otherwise agreed to in writing by Developer and Purchaser.

If Purchaser intends to purchase the Unit for cash (i.e., without financing), he or she shall provide the Developer with evidence acceptable to the Developer of Purchaser's ability to close without financing within ten (10) working days after the Effective Date of this Agreement.

In any case, Purchaser represents to the Developer that to the best of Purchaser's knowledge, Purchaser is financially capable of closing on the purchase of the Unit on the terms and conditions contained in this Agreement and that Purchaser shall provide promptly to the Developer and/or Purchaser's intended mortgagee such evidence that either or both may reasonably request of Purchaser's financial ability to close on the purchase of the Unit. Developer's obligations under this Agreement are contingent on Developer's being satisfied that Purchaser has the credit and/or financial capability to purchase the Unit on the terms and conditions of this Agreement.

13. Conveyance of Title. Developer agrees to convey to Purchaser by warranty deed marketable title to the Unit, subject to (a) current general real estate taxes; (b) easements, covenants, restrictions, agreements and building lines of record, including the provisions of the Master Deed, Condominium Bylaws and other Condominium Documents for the Project, and all amendments; (c) all governmental limitations including zoning and building laws and ordinances and Michigan's Condominium Act; (d) acts done or suffered by Purchaser; (e) liens and other matters over which the title insurer commits to insure. Purchaser further agrees to consummate the purchase of the Unit on or before the deadline set forth in Section 6 of this Purchase Agreement and within ten (10) days after notice from Developer that it is prepared to tender title and possession, and to pay the balance of the purchase price as set forth above which shall be disbursed in accordance with the terms of the attached Escrow Agreement. General real estate taxes which are first due and payable in the same calendar year as the Effective Date of this Agreement shall be prorated to the day of closing on a calendar year basis, with Purchaser being liable for such taxes on the date of closing and thereafter. If a separate tax bill for the Unit has not been issued with respect to any tax bill to be prorated under this Agreement, the applicable tax bill covering the Unit and other property shall be equitably shared and paid by Developer and Purchaser so that each party pays a portion of the tax bill proportionate to that party's interest in the value of the Unit or such other property.

At or prior to closing, the Developer shall provide Purchaser, at Developer's expense, with a standard form commitment for issuance of a policy of title insurance by Chicago Title Insurance Company or such other title insurance company as Developer may designate showing title in Purchaser subject to (a) the general and standard printed exceptions and (b) those matters set forth in the preceding paragraph, and promptly after closing shall cause to be issued and delivered to Purchaser an owner's policy of title insurance based upon such commitment. The title policy or commitment shall be presumptive evidence that marketable title is being conveyed to Purchaser, and shall be in the amount of the total purchase price for the Unit set forth in Section 4.

14. Assumption of Obligations. Purchaser agrees that Purchaser will assume as of the date of closing all obligations appurtenant to the Unit under the Master Deed, including payment of Purchaser's proportionate share of any reserve account maintained by the Association. At closing, Purchaser also agrees to deposit with the Developer, or to pay directly to the Association as directed by the Developer, in addition to the pro-rata share of the current assessment for the Unit being purchased, a "buy in fee" of one thousand dollars ($1,000.00) (the "Buy In Fee"), based on the current annual budget of the Association. The Buy In Fee shall be forwarded promptly by the Developer to the Association for use as working capital for operation and management of the Association and/or for any other legitimate purpose as determined by the Association and as provided in the Condominium Documents. This Buy In Fee shall not act as a credit against any future assessment.

15. Escrow Provisions. All sums received by Developer from Purchaser prior to closing and pursuant to this Agreement shall be deposited with Chicago Title of Michigan,

agent for Chicago Title Insurance Company, 941 West Milham Road, Portage, MI 49024, as escrow agent (or such other escrow agent qualified to serve as an escrow agent under the Act as may be substituted by Developer) ("Escrow Agent"), under a certain Escrow Agreement between Developer and the Escrow Agent attached as Exhibit A and incorporated in this document by reference. The terms of the Escrow Agreement may be modified by written agreement of Developer, Purchaser and Escrow Agent, so long as such modifications are consistent with the Act. Purchaser agrees to be bound by the Escrow Agreement as though Purchaser was a party to the Escrow Agreement. If Purchaser withdraws from this Agreement in accordance with Section 16 prior to the time this Agreement becomes a binding purchase agreement, all funds paid by Purchaser in connection with the purchase of the Unit shall be returned to Purchaser within three (3) business days after such withdrawal in accordance with subparagraph 3d of the Escrow Agreement.

After expiration of the withdrawal period, the Developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of only those uncompleted structures and improvements which are labeled "must be built" under the terms of the Condominium Documents.

Purchaser agrees that after the expiration, or any written waiver or rescission, of the withdrawal period and after delivery to Purchaser of a written representation that all "must be built" items for which money must be held in escrow are either "substantially completed" or their completion has been deemed adequately secured by the Escrow Agent, Purchaser will promptly upon demand execute and deliver to Developer a written authorization for the Escrow Agent to release from escrow all money deposited with the Escrow Agent in accordance with the Escrow Agreement.

If Purchaser orders modifications of the Unit or the acquisition and installation of Extras for the Unit after this Agreement becomes binding on Purchaser, Developer may require an additional sum or sums to be paid in escrow or to Developer or Watts Homes in an amount not to exceed the full amount of the estimated cost of such Extras. Purchaser shall pay such sum(s) within ten (10) days of the Developer's written demand. If such sums are not timely paid, then Developer, at its option, may refuse to proceed with the completion of the Unit, or may proceed with completion of the Unit without the modifications or acquisition and installation of any or all of such Extras, or may proceed with the completion of the Unit with all or some of the Extras and collect at closing or such other time demanded by Developer, all of the costs of such Extras, plus late charges on such costs calculated at the rate of seven percent (7%) per annum from the date(s) the costs were incurred by Developer until the date(s) payment is received.

16. Cancellation Rights of Purchaser. This Agreement shall not become binding on Purchaser and Purchaser may withdraw without cause and without penalty before conveyance of the Unit and within nine (9) business days (including the day on which the documents are received if that day is a business day) after the Developer provides to the

Purchaser copies of the recorded Master Deed and the other documents required by Section 84a of the Act. If Purchaser shall determine to so withdraw, Purchaser shall notify Developer in writing of Purchaser's desire to withdraw, and all rights and liabilities of Purchaser and Developer to consummate this transaction shall terminate.

17. Cancellation Rights of Developer. If, prior to the date on which this Agreement becomes a binding purchase agreement, Developer for any reason desires to withdraw as a party to this Agreement, Developer shall so notify Purchaser in writing. In either case, Developer reserves the right to cause all sums paid under this Agreement to be returned to Purchaser, in which event all rights of Purchaser under this Agreement and/or in connection with the Unit shall cease and terminate without further liability on the part of Developer.

Purchaser's credit is subject to approval by Developer and by any proposed mortgagee. Subsequent to the date on which this Agreement becomes a binding purchase agreement, Developer may cancel Purchaser's rights under this Agreement only in accordance with Sections 18 and/or 30 of this Purchase Agreement after a default of this Purchase Agreement by Purchaser.

18. Default. If Purchaser shall default in the performance of any of the payments or obligations called for in this Agreement and such default shall continue for nine (9) business days after written notice sent by Developer to Purchaser, then, at the written option of Developer, served on Purchaser, all rights of Purchaser under this Agreement shall immediately terminate.

If Purchaser's rights terminate prior to the time this Agreement becomes a binding purchase agreement, all sums paid by Purchaser shall be refunded to Purchaser within three (3) business days of the date of termination and neither party shall have any further liability to the other under this Agreement. If subsequent to the date this Agreement becoming a binding purchase agreement, Purchaser's rights are terminated for any reason other than default by Developer, then any amount paid by Purchaser toward the purchase price (but not to exceed ten percent (10%) of the total purchase price) may be retained by the Developer as liquidated damages, or Developer, at its option, may elect to pursue any legal or equitable remedy available to it under applicable law. If Developer defaults after this Agreement becomes a binding purchase agreement, then Purchaser shall be entitled to the immediate return of the Deposit and Purchaser may elect to pursue any legal or equitable remedy available to Purchaser.

19. Arbitration. At the exclusive option of the Purchaser, any claim which might be the subject of a civil action against the Developer which involves an amount less than $2,500.00, and arises out of or relates to this Agreement or the Unit or the Project, shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable

rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

20. Possession. Developer agrees to deliver possession of the Unit at time of closing unless otherwise mutually agreed in writing by Purchaser and Developer.

21. Closing Costs. In addition to the costs set forth elsewhere in this Agreement, Purchaser shall pay for recording the deed to the Unit, mortgage costs (if any), an equal share with the Developer of any closing fee and fee for the preparation of closing documents (but not mortgage documents, the costs for preparation of which shall be paid by Purchaser) charged by the closing or escrow agent and other closing costs customarily paid by purchasers of comparable real estate in Kalamazoo County, Michigan.

22. Possible Closing Delay. Notwithstanding any provision in this Agreement to the contrary, if the owner's policy or commitment of title insurance shows a defect in Developer's title or if Purchaser requested Extras or Modifications to the Unit which have not been completed, then the closing deadline will be extended sixty (60) days so that Developer may cure the defect or cause the title insurance company to insure against risk of loss or damage to Purchaser occasioned by the defect and/or cause the completion of the Extras and/or Modifications. If Developer fails to clear its title by the extended deadline for closing, then Purchaser may either accept whatever title Seller is able to tender Purchaser, without any reduction in the purchase price of the Unit, or elect to terminate this Agreement upon written notice served on Developer, in which case all deposits made by Purchaser shall be returned to Purchaser within three (3) business days of Developer's receipt of Purchaser's election. Once the deposit is returned, Developer shall have no further liability to Purchaser.

23. Failure to Perform. Tender of deed or purchase money shall not be necessary when the other party has defaulted. A failure to appear at the time and place stated above on notice to close the transaction shall be a default. A failure to furnish Developer and/or mortgagee all requested credit information and to sign customary papers relating to the application and securing of a mortgage commitment pursuant to this Agreement shall be a default. Time is of the essence of this Agreement.

24. Advertising. For the purpose of completing the sales promotion of this Project, Developer and its agents are given full right and authority to maintain on the Project (excluding the Unit) until the sale of the last Unit in the Project, such signs, transient parking, sales offices and/or model units as Developer may desire, together with the rights of ingress and egress for Developer and its agents, and any of their respective licensees or invitees.

25. Assignability. Purchaser shall not assign, set over or transfer this Agreement or any of Purchaser's rights or interests in this Agreement without the prior written consent of Developer, and at Developer's option any such purported assignment shall be void and of no effect. Developer's refusal to consent to an assignment shall not entitle Purchaser to

terminate this Agreement or give rise to any claim for damages against Developer. Developer may assign its rights under this Agreement and, if such assignment shall be for the purpose of securing a lender, Purchaser's rights under this Agreement shall, at the option of such lender, be subject and subordinate to the rights of the lender.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties. NO REPRESENTATION, WARRANTY, UNDERTAKING, OR PROMISE, WHETHER VERBAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAS BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO PURCHASER OR ANYONE ACTING ON BEHALF OF PURCHASER UNLESS EXPRESSLY STATED IN THIS AGREEMENT OR UNLESS MUTUALLY AGREED TO IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS TO THIS AGREEMENT, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY AFFIDAVIT OR MEMORANDUM OF THIS AGREEMENT.

27. Notices. All notices and demands made under this Agreement shall be in writing and shall be deemed served on the day following the day on which such notice is deposited in the United States mail, first class or certified mail, return receipt requested, postage prepaid, and addressed to Developer, or to Purchaser, at the respective addresses given within this document, or to Purchaser's attorney at his or her business address, or shall be deemed served on the day that the written notice or demand is personally delivered to either party or to such party's attorney.

28. Warranty. The Home and other improvements to be constructed within the Unit, including any Extras as described in Section 30, will be covered by a Watts Homes Express Limited Condominium Unit Warranty attached to this Purchase Agreement as Exhibit B.

DEVELOPER MAKES NO WARRANTY OF THE UNIT, OF THE IMPROVEMENTS WITHIN THE UNIT, OR OF THE COMMON ELEMENTS OTHER THAN AS MAY BE SET FORTH IN THIS PURCHASE AGREEMENT. THE WARRANTY PROVIDED BY WATTS HOMES WILL EXPRESSLY BE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. UNDER NO CIRCUMSTANCES WILL DEVELOPER OR WATTS HOMES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

29. Notice and Waiver Regarding Mold. Purchaser agrees that as and when requested, Purchaser shall execute and deliver to Developer or Watts Homes the "Cottage Pointe – Notice and Waiver" document in substantially the form attached as Exhibit C.

30. Extras and Termination of Purchase Agreement. If after this Agreement has become binding on Purchaser, if pursuant to subsection 2a or amendment of this Agreement, pursuant to the written request of Purchaser, Developer or Watts Homes constructs or adds additional items, changes or extra features to the Unit ("Extras") that are not covered by the construction contract with Watts Homes described above in Section 2, and if this Agreement is terminated as a result of the default of Purchaser, or if Purchaser fails to close for any reason other than default or withdrawal by Developer, then an amount equal to the value of the Extras purchased, constructed or installed by Developer and/or Watts Homes, together with interest on such amount at the rate of seven percent (7%) per annum from the date the costs were incurred to the date payment is received, shall be paid to Developer by Purchaser or by the Escrow Agent out of the Purchaser's escrowed funds. Such payment shall be in addition to the liquidated damage provisions described in Section 18 of this Agreement, but shall not be collected if payment of such amounts is collected under another provision of this Agreement (such as Section 13) or under the constriction contract Purchaser enters into with Watts Homes and enforcement of this Section 28 would create a double recovery for Developer.

If after this Agreement is binding, the Purchaser defaults or fails to close for any reason other than default or withdrawal by Developer, then Developer has the right to restore the Unit to the condition contemplated under the original plans and specifications, and the amount of additional cost and restoration shall be established by Watts Homes in its sole and absolute discretion, and such additional cost shall similarly be paid to Developer by Purchaser or by the Escrow Agent out of Purchaser's escrowed funds.

31. Usage of Terms. The pronouns and relative words used in this document shall be construed respectively to include the masculine, feminine and neuter genders, and the singular and plural numbers unless the context clearly indicates a contrary intention. "Business day" as used in this document means a day of the year excluding a Saturday, Sunday, or legal holiday.

32. Michigan Law. This Agreement shall be governed by Michigan law.

33. Risk of Loss. Until the date of closing, all risk of loss from fire and the elements shall be borne by Developer.

34. Brokerage. Purchaser and Developer acknowledge that unless otherwise provided in this Agreement, this Agreement was procured through the services of Developer or its agent(s), without the intervention of any real estate broker or agent on Purchaser's behalf. Purchaser shall indemnify Developer against all costs, including attorney fees, incurred by Developer as a result of any claim asserted by any broker or agent of Purchaser.

35. Disclosure of Information. Developer and Purchaser acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not

confidential and may be disclosed to the applicable multiple listing service(s) and the people who participate in them. Developer and the multiple listing service(s) and their respective agents may use, disclose, and publish the details of this transaction in the ordinary course of their respective businesses.

36. Enforceability. The contract arising from the execution of this Agreement shall be binding upon and specifically enforceable by the parties and their respective heirs, personal representatives and permitted assigns.

Exhibit A

COTTAGE POINTE

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 13 day of May, 2016, between Cottage Pointe, LLC, a Michigan limited liability company, with an office at 5071 Gull Rd, Kalamazoo, MI 49048 (the "Developer"), and Chicago Title Insurance Company, a Missouri corporation (the "Escrow Agent"), by and through its representative, Chicago Title of Michigan, with an office at 941 West Milham Rd, Portage, MI 49024.

RECITALS:

WHEREAS, the Developer is establishing a residential site condominium project known as Cottage Pointe, in the Township of Richland, Kalamazoo County, Michigan (the "Project") under Michigan's Condominium Act (Act No. 59, Public Acts of 1978, as amended, the "Act"); and

WHEREAS, the Developer intends to sell Units in Cottage Pointe, and plans to enter into preliminary reservation agreement and purchase agreements with purchasers for such Units in substantially the forms attached (individually and collectively "Purchase Agreements"), and each such Purchase Agreement requires that all deposits made by a Purchaser be held by Escrow Agent under an Escrow Agreement; and

WHEREAS, the parties desire to enter into such an Escrow Agreement for the benefit of the Developer and for the benefit of each prospective purchaser (the "Purchaser") who makes a deposit under a Purchase Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Developer shall, promptly after receipt, transmit to the Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of the Purchase Agreement itself.

2. All sums paid to the Escrow Agent under the terms of any Purchase Agreement shall be held and released to the Developer or to the Purchaser only after receipt of mutually executed written directions, and upon the following conditions:

A. Except as provided in Paragraph 2F, amounts required to be retained in escrow in connection with the purchase of a Unit shall be released to the Developer pursuant to Paragraph 4 when all of the following have occurred:

(i) Issuance of a certificate of occupancy for the Unit, if required by local ordinance.

(ii) Conveyance of legal or equitable title to the Unit to the Purchaser.

(iii) Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Condominium Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion of such improvements.

(iv) Receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the Condominium Subdivision Plan are labeled "must be built", whether located within or outside of the phase of the Project in which the Condominium Unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion of such improvements.

B. In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by the Purchase Agreement and/or in fulfilling any other obligations imposed by the Purchase Agreement for a period of 10 days after written notice has been given by the Developer to the Purchaser, then upon written notice of the Developer, Escrow Agent shall release sums held pursuant to such Purchase Agreement to the Developer in accordance with the terms of the Purchase Agreement.

C. In the event that a Purchaser fails to obtain a mortgage as provided in the Purchase Agreement, Purchaser's obligations under the Purchase Agreement are contingent upon Purchaser's obtaining a mortgage and Purchaser has properly invoked the contingency, then upon written notice of the Developer, Escrow Agent shall release all sums held by it under the Purchase Agreement to the Purchaser.

D. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held under this Escrow Agreement. In the event that interest is requested to be earned upon such sums, however, such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and paid to Developer upon termination of this Escrow Agreement; provided, that if this Purchase Agreement terminates pursuant to Paragraph 2C, such interest, if any, shall be paid to the Purchaser.

E. In the event that a Purchaser withdraws from a Purchase Agreement prior to the time that the parties are bound under the provisions of the Purchase Agreement, Escrow Agent shall, within 3 business days from the date of receipt of written notice of such withdrawal, release to Purchaser all of the Purchaser's deposits held under the Purchase Agreement.

F. If the Developer requests that all or any part of the escrowed funds held under this Escrow Agreement be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to the Developer upon written request if the Developer either has furnished the Escrow Agent with evidence of adequate security for the repayment of the sums released, including, without limitation, an irrevocable letter of credit drawn in favor of the Escrow Agent in form and substance satisfactory to the Escrow Agent and securing full repayment of such sums, a lending commitment, indemnification agreement, or other resource having a value, in the judgment of the Escrow Agent, of not less than the sums released, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by the Escrow Agent.

3. A. Substantial completion and the estimated cost for substantial completion of the items described in Paragraphs 2A(iii), 2A(iv) and in Paragraph 4 shall be determined by a licensed professional engineer or architect, as provided in Paragraph 3B, subject to the following:

(i) Items referred to in Paragraph 2A(iii) shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads, to the extent such items are designated on the Condominium Subdivision Plan as "must be built", are substantially complete in accordance with the pertinent plans for such improvements.

(ii) If the estimated cost of substantial completion of any of the items referred to in Paragraphs 2A(iii) and 2A(iv) cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or amendment for completion of such improvements. To the extent that any item referred to in Paragraphs 2A(iii) and 2A(iv) is specifically depicted on the Condominium Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or amendment.

B. A structure, element, facility or other improvement shall be deemed

to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification under this Paragraph, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the Project. A certificate of substantial completion shall not be deemed to be a certification as to the quality of the items to which it relates.

4. Upon receipt of a certificate issued pursuant to Paragraph 2A(iii) and/or 2A(iv) determining the amounts necessary for substantial completion, the Escrow Agent may release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be insufficient in the opinion of the issuer of such certificate for substantial completion of any remaining incomplete items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrowed funds that is authorized or required by this Paragraph, the Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent, in its judgment, has sufficient cause to believe the certificate confirming substantial completion or determining the amounts necessary for substantial completion is fraudulent or without factual basis.

5. Not earlier than nine (9) months after closing the sale of the first Unit in a phase of the Condominium Project for which escrowed funds have been retained under Paragraph 2A(iii) or for which security has been provided under Paragraph 2F, the Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 2A(iii) or security provided under Paragraph 2F for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. In the case of a recreational facility or other facility intended for general common use, not earlier than nine (9) months after the date on which the facility was promised in the Condominium Documents to be completed by the Developer, the Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 2A(iv) or security provided under Paragraph 2F for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. Three months after receipt of a request pertaining to funds described in Paragraph 2A(iii) or 2A(iv), funds that have not yet been released to the Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between the Association and the Developer entered into after the Transitional Control Date. The agreement may specify that issues relating to the use of the funds be submitted to arbitration. The Escrow Agent may release funds in the manner provided in such an agreement or may initiate an interpleader action and deposit retained funds with a court of competent jurisdiction. In any interpleader action, the circuit court shall be empowered, in its discretion, to appoint a receiver to administer the

application of the funds. Any notice or request provided for in this Paragraph shall be in writing.

6. The Escrow Agent in the performance of its duties under this Agreement shall be deemed an independent party not acting as the agent of the Developer, any Purchaser, Co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect as described in the Act, the Escrow Agent shall have no liability whatever to the Developer or to any Purchaser, Co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance on the certificate. The Escrow Agent shall be relieved of all liability upon release, in accordance with this Paragraph, of all amounts deposited with it as required by the Act.

A licensed professional architect or engineer undertaking to make a certification under Section 103b of the Act and/or pursuant to this Escrow Agreement shall be held to the normal standard of care required of a member of that profession in determining substantial completion and the estimated cost of substantial completion under the Act, but such architect or engineer shall not be required to have designed the improvement or item or to have inspected or to have otherwise exercised supervisory control thereof during the course of construction or installation of the improvement or item with respect to which the certificate is delivered. The certification by a licensed professional architect or engineer shall not be construed to limit the Developer's liability for any defect in construction.

For purposes of this Escrow Agreement, "licensed professional engineer or architect" means a member of those professions who satisfies all requirements of the laws of Michigan for the practice of the profession, and who is not an employee of the Developer or of a firm in which the Developer or an officer or director of the Developer is a principal or holds 10% or more of the outstanding shares of that firm.

7. The Escrow Agent may require written direction and/or reasonable proof of occurrence of any of the events, actions, or conditions stated above before releasing any sums held by it under a Purchase Agreement to a Purchaser or to the Developer.

8. Except as to deposits of funds for which Escrow Agent has received express written direction concerning other handling, the parties to this Escrow Agreement agree that the Escrow Agent shall be under no duty to invest or reinvest any deposits at any time held by it under this Escrow Agreement and, further, that Escrow Agent may commingle such deposits with other deposits or with its own funds and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish Escrow Agent's obligation to apply the full amount of the deposits in accordance with the terms of this Escrow Agreement. Further, if no interest bearing account is set up for the deposited funds, the funds will be deposited with other escrow funds in Chicago Title Insurance Company general escrow account. As a result, Chicago Title Insurance Company may receive an array of bank services, accommodations or other benefits from the depository, which shall accrue to Chicago Title Insurance Company and its affiliates. Chicago Title Insurance Company will have no obligation to account to any party for the value of such services,

accommodations or other benefits.

9. Upon making delivery of the funds deposited with Escrow Agent under a Purchase Agreement and performance of the obligations and services stated in the Purchase Agreement or in this Escrow Agreement, Escrow Agent shall be released from any further liability under this Escrow Agreement and any such Purchase Agreement, it being expressly understood that liability is limited by the terms and provisions described in such Escrow Agreement and in this Purchase Agreement, and that by acceptance of this Escrow Agreement, Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. Escrow Agent shall not be responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

10. The Developer agrees to indemnify and hold the Escrow Agent harmless for any loss or damage sustained by the Escrow Agent, including, but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not a result of Escrow Agent's wrongful act or negligence.

In any interpleader action or in case the Escrow Agent is made a party defendant to any suit or proceedings regarding this Escrow Agreement for itself, its employees, agents, successors, and assigns, the Developer agrees to pay upon written demand, all costs, attorney's fees, and expenses incurred with respect to the defense of Escrow Agent and Escrow Agent shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the Escrow Agent shall have the right to reimburse itself out of the said deposit(s).

In the event of any dispute between the parties to this Escrow Agreement as to the facts of a default, the validity or meaning of these instructions or any other fact or matter relating to the transaction between the parties, the Escrow Agent is instructed as follows:

A. That the Escrow Agent shall be under no obligation to act, except under the process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification;

B. That the Escrow Agent, in its sole and absolute discretion, may deposit the money escrowed or so much thereof as remains in its hands with the then clerk or acting clerk of the circuit court for Kalamazoo County, State of Michigan, in whose jurisdiction the subject property lies, and interplead all appropriate parties and upon depositing such property and filing its complaint in interpleader, the Escrow Agent shall be relieved of all liability under the terms of this Escrow Agreement as to the property so deposited, and furthermore, the Developer and applicable Purchaser(s), for themselves, their heirs, legal representatives, successors and assigns, do hereby appoint the then clerk, or acting clerk, of said court as their agent for the service of all process in connection with said proceedings. The institution of any interpleader action shall not impair the

rights of the Escrow Agent under paragraph 9 of this Escrow Agreement.

11. All notices required or permitted under this Escrow Agreement and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered or certified mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Escrow Agreement or in any of the applicable Purchase Agreements. For purposes of calculating time periods under the provisions of this Escrow Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

IN WITNESS OF WHICH, the parties have caused this Escrow Agreement to be duly executed as of the date specified on Page One of this Agreement.

COTTAGE POINTE, LLC,
A Michigan limited liability company

By _____
Its Member

DEVELOPER

CHICAGO TITLE INSURANCE COMPANY

By: Chicago Title of Michigan

By _____

ESCROW AGENT

EXHIBIT B

COTTAGE POINTE

EXPRESS LIMITED CONDOMINIUM UNIT WARRANTY

NOTE: CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED AND THERE ARE LIMITATIONS IN THE DURATION OF IMPLIED WARRANTIES, IF ANY.

Recitals

A. Owner has purchased from Cottage Pointe, LLC (the "Developer") a unit in the condominium project known as "Cottage Pointe."

B. Developer has caused, or will cause, licensed residential builder, Watts Construction Company d/b/a Watts Home & Construction ("Watts Homes"), Michigan Residential Builder License No. 2102101160, to construct a house and related limited common elements within and connected with the condominium unit (collectively, for purposes of this Limited Warranty, referred to as the "Unit").

C. Developer has caused Watts Homes, as the residential builder of the Unit, to provide this Limited Warranty to Owner.

Provisions

1. Term. The terms of the various coverages of this Limited Warranty begin on the date of closing or the date when the Owner first occupies the Unit, whichever comes first.

2. Warranty Coverage for Unit. Watts Homes warrants that all construction of the Unit has been performed in substantial conformity with the plans and specifications and change orders for the Unit. Watts Homes warrants that during the first sixty (60) days after the Owner first occupies the Unit, Watts Homes will adjust or correct minor defects, omissions, or malfunctions, such as missing equipment or hardware; sticking doors, drawers, and windows; dripping faucets; caulking around exterior openings and other minor malfunctions reported by Owner upon inspection of the Unit. Within one (1) year from the date of closing or occupancy by the Owner, whichever is first (the date of which is set forth on the last page of this Limited Warranty), Watts Homes will repair or replace, at the Watts Homes' option, any defects in material or workmanship of the Unit,

including latent defects. All workmanship and materials shall satisfy the standards of construction described in the current version of *The Residential Construction Performance Guidelines – For Professional Builders and Remodelers*, published by the National Association of Home Builders (the "Guidelines"). A latent defect is defined as one which was not apparent/ascertainable at the time of occupancy. The Owner agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer reasonably and readily available.

3. Coverage for Common Elements. Watts Homes warrants that for a period of one (1) year after initial construction or one (1) year after the first closing of the sale of a unit in Cottage Pointe, whichever is later with respect to the applicable Common Element, any Common Elements installed by Watts which are not covered by Section 2 of this Express Limited Condominium Unit Warranty will be free from any defects in materials and workmanship, including latent defects as defined above.

4. Manufacturers' Warranties. Watts Homes assigns and passes through to Owner, to the extent they are assignable, the manufacturer's warranties on all appliances and equipment. The following are examples of such appliances and equipment, though not every Unit includes all of these items and some Units may include appliances or equipment not in this list: refrigerator, range, washing machine, dishwasher, garbage disposal, ventilating attic fan, and air conditioner.

5. EXCLUSIONS FROM COVERAGE. WATTS HOMES DOES NOT ASSUME RESPONSIBILITY FOR ANY OF THE FOLLOWING, ALL OF WHICH ARE EXCLUDED FROM THE COVERAGE OF THIS LIMITED WARRANTY:

(a) Consequential or incidental damages.

(b) Defects in appliances and equipment that are covered by manufacturer's warranties. (Watts Homes has assigned these manufacturers' warranties to you, to the extent they are assignable, and you should follow the procedures in these warranties if defects appear in these items.)

(c) Damage resulting from fires, floods, storms, electrical malfunctions, accidents, acts of God; or damages from alterations, misuse or abuse of the covered items by any person; or damages resulting from the Owner's failure to observe any operating instructions furnished by the Watts Homes at the time of installation; or damages resulting from a malfunction of telephone, gas company, power company, or water company equipment or lines.

(d) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of your Unit.

(e) Notwithstanding any other provision in this document or any other document to the contrary, Watts Homes does not warrant, however, against alleged defects which are the result of characteristics common to the materials used, such as (but not limited to) warping or deflection of wood; fading, chalking or checking, flaking or bleeding of paint or stain due to sunlight; nail popping in drywall; cracks caused by drying and curing of concrete, drywall, bricks and masonry; drying, shrinking or cracking of caulking and weatherstripping; heaving of cement; snow or ice build-up on roofs causing leakage in the Unit or in the Common Elements; and initial settlement of buildings, separation of drywall and/or material shrinkage commonly associated with new construction.

(f) Defects in items installed by you or anyone else except Watts Homes or Watts Homes' subcontractors.

(g) Work done by you or anyone else except Watts Homes or Watts Homes' subcontractors.

(h) Conditions resulting from condensation on, or expansion or contraction of, materials.

(i) Paint applied over newly plastered interior walls.

(j) Any damage to the extent that it is caused or made worse by:

- Negligence, improper maintenance or improper operation by anyone other than Watts Homes or Watts Homes' subcontractors.
- Failure by you or anyone other than Watts Homes to comply with the warranty requirements of manufacturers of appliances, equipment, or fixtures.
- Your failure to give notice to Watts Homes of defects within a reasonable time, as determined by Watts Homes.
- Changes in the grading of the ground by anyone other than Watts Homes or by Watts Homes' subcontractors with Watts Homes' written approval.
- Changes, alterations, or additions made to the home after the initial occupancy by you or anyone other than Watts Homes.
- Dampness, condensation or moisture due to your failure to maintain adequate ventilation.

(k) Any loss or damage, which you have not taken timely action to minimize.

(l) Any damage caused by soil movement for which compensation is provided by legislation or which is covered by insurance.

(m) Insect damage.

(n) Any loss or damage which arises while the Unit is being used primarily for non-Residential purposes.

(o) Any condition which does not result in actual physical damage to the Unit.

(p) Bodily injury or damage to personal property for any reason.

(q) Loss or damage resulting from accidents, riots and civil commotion, fire, explosion, smoke, water, moisture, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven water, ice-damming, and changes in the level of the underground water table which are not reasonably foreseeable.

(r) Damages and liability stemming from any disconnection, improper maintenance, and/or improper operation of the continuous whole-house ventilation system.

(s) Pitting, chipping, spalling, and/or flaking of exterior concrete caused by the natural freeze/thaw cycle of the climate and/or by de-icing products used on the concrete.

(t) Defects in swimming pools and other recreational facilities, driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, existing trees, off-site improvements, or other improvements not part of the home itself.

(u) Failure of wood stained finishes to match other wood stained finishes in your Unit. Differences in certain characteristics of wood (such as texture, color and grain) may cause one or more wood products in the Unit not to match one or more other wood products which were stained with the same finish. While the Watts Homes and the contractors involved in the construction of the Unit will use reasonable

efforts to match the stained finishes of wood products within a Unit, they do not guarantee or warrant that wood stained finishes will match.

(v) Water in the Unit as a result of the failure of a sump pump to operate during a power failure. A sump pump was installed in the basement of your Unit. The primary purpose of a sump pump in most instances is to remove water at or near the foundation wall. The sump pump is powered by electricity, so if your Unit experiences a power outage, the sump pump will not work unless it is hooked up to an emergency generator or other source of power. The Watts Homes suggests that you seriously consider connecting your sump pump to a generator or other source of emergency back up power. If your sump pump does not work, the risk of water seeping into the basement of your Unit increases.

6. No Other Warranties. This Limited Warranty is the only express warranty given by Watts Homes and Watts Homes' total liability under this warranty is limited to the purchase price of the Unit, less that value of the land included with the Unit on the date of the purchase. Implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship, are expressly excluded, or to the extent not excludable by law, limited to the warranty period set forth above. This Limited Warranty gives you specific legal rights, and you may also have other rights.

7. Claims Procedures. If a defect appears that you think is covered by this Limited Warranty, you must write a letter (or use a form provided by Watts Homes) describing it to Watts Homes at the address for Watts Homes set forth below or such other address that Watts Homes may provide by written notice to you. The letter must be delivered to Watts Homes no later than fourteen (14) days after the expiration of the warranty period, even if the defects that are claimed in the letter may have arisen during the warranty period. You must tell Watts Homes in your letter what times during the day you or someone else at your direction will be at home, so that Watts Homes can schedule service calls appropriately. Include your phone number in the letter or on the form. If delay will cause extra damage (for example, if a pipe has burst), then please telephone Watts Homes or call those contractors responsible to service such emergency. At closing, you will be given a list of emergency phone numbers to call. Only emergency reports will be taken by phone. The name, address, and telephone number of the person responsible for fulfilling warranty claims is:

Matt Watts
Watts Homes & Construction
5071 Gull Road

Kalamazoo, MI 49048
(269) 345-3859

8. Repairs. After receipt of your written report of a defect, if the defective item is covered by this warranty, Watts Homes will repair or replace it at no charge to you within thirty (30) days (longer if weather conditions, labor problems, or material shortages cause delays). The work will be done by Watts Homes or subcontractors chosen by Watts Homes. The choice between repair or replacement is Watts Homes'.

9. Limited Transferability. This Limited Warranty is extended to Owner as the initial purchaser of the Unit and to any person who owns the Unit until expiration of the various coverages of this Limited Warranty.

10. This is the Only Warranty Given by Watts Homes. Owner acknowledges that he/she/they has/have thoroughly examined the Unit and other property to be conveyed and relies/rely solely on his/her/their judgment in signing this Limited Warranty, and that there is no guarantee, warranty, understanding, or representation made by Watts Homes, or any representative of Watts Homes, that is not set forth in this document.

Date of closing or occupancy (whichever occurred first): _____.

Description of Unit: Cottage Pointe, Unit _____.

WATTS CONSTRUCTION COMPANY
a Michigan Corporation

By: _____
Its: Authorized Agent

Co-Owner/Purchaser

_____

_____

EXHIBIT C

COTTAGE POINTE
NOTICE AND WAIVER
What Homeowners Should Know About Mold

Mold. Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. Significant mold can develop within 24 to 48 hours of the creation of unattended moisture in a home.

Consequences of mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner can do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items in the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.

4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.

6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

WAIVER FOR (Address): _____

Whether or not you as a Homeowner experience mold growth depends largely on how you manage and maintain your home. The responsibilities of Cottage Pointe, LLC, as developer of Cottage Pointe, and Watts Construction Company ("Watts Homes"), as the builder of your home, do not cover every adverse situation that may affect your home. As explained in the Express Limited Condominium Unit Warranty provided by separate instrument (the "Unit Warranty"), Watts Homes will repair or replace defects in its construction (as defined in the Warranty) for a period of one (1) year.

The Homeowner acknowledges that neither the Developer nor Watts Homes will be responsible, under the Unit Warranty or otherwise, for any damages, costs, or expenses caused by mold, or by a similar fungus or organism, that may be associated with or caused by the construction of the Home, including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO MOLD, INCLUDING AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AN IMPLIED WARRANTY OF HABITABILITY, AND AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE, PURPOSE, OR MERCHANTABILITY, ARE HEREBY WAIVED AND DISCLAIMED.

The undersigned acknowledge receipt of this Notice and Waiver. The undersigned have carefully read and reviewed its terms. The undersigned agree to its provisions, and sign this document voluntarily and without duress. The undersigned further agree that the information given in this Notice and Waiver is adequate consideration for my/our signing this waiver.

Homeowner:

_____(Homeowner) _____(Date)

_____(Homeowner) _____(Date)

LICENSING AND REGULATORY AFFAIRS

CUSTOMER DRIVEN. BUSINESS MINDED.

THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 170 of 2015 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: www.michigan.gov/condo

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated the pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
   - The developer's previous experience with condominium projects.
   - Any warranties undertaken by the developer.
   - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
   - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must

provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than $20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with

the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the

Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than $2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control

date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Professional Licensing
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 373-8068
www.michigan.gov/lara

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213-7713
Lansing, MI 48909
Phone: (517) 373-1140
www.michigan.gov/ag

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.

DISCLOSURE STATEMENT

COTTAGE POINTE

Developer: Cottage Pointe, LLC
5071 Gull Road
Kalamazoo, MI 49048

Cottage Pointe (the "Project") is a residential condominium project located off East C Avenue, east of North 32nd Street, in Richland Township, Kalamazoo County, Michigan. The Project consists of up to forty two (42) residential condominium units (the "Units") in the first phase. The completion date for the Project will be determined by the rate at which the Units are constructed and sold.

The Developer has reserved the right to expand the Project by adding up to two (2) parcels of land, one of them adjacent to the south of the Project and the other located south and west of the Project. The rights to expand the Project include increasing the total number of Units in the Project by no more than an additional eighty (80) Units, for a total number of not more than one hundred twenty two (122) Units. Such rights must be exercised, if at all, on or before six (6) years from the date of the initial recording of the Master Deed.

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 TO THE PROJECT.

THIS DISCLOSURE STATEMENT HAS NOT BEEN FILED WITH THE ANY DEPARTMENT OR BUREAU OF THE STATE OF MICHIGAN BECAUSE, AS THE RESULT OF ENACTMENT OF ACT NO. 538 OF THE PUBLIC ACTS OF MICHIGAN OF 1982, POPULARLY KNOWN AS THE CONDOMINIUM DEREGULATION ACT, EFFECTIVE JANUARY 17, 1983, SUCH FILINGS CAN NO LONGER BE MADE. THE STATE HAS NOT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE PROJECT AND HAS NOT MADE ANY RECOMMENDATION AS TO THE MERITS OF THE PROJECT OR THE PURCHASE OF ANY UNITS IN THE PROJECT.

WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISER PRIOR TO PURCHASING A CONDOMINIUM UNIT.

This Disclosure Statement is effective Sept 2, 2016.

This instrument drafted by :
Mark C. Hanisch
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INTRODUCTION

Michigan's Condominium Act (the "Act") governs condominium development in Michigan. Cottage Pointe (the "Project") was established by the Developer's recording a Master Deed in the office of the Kalamazoo County Register of Deeds. The Master Deed and other documents which the Developer caused to be drafted for the Project (which are referred to as the "Condominium Documents" in this Disclosure Statement) govern the use and operation of the Project.

A "condominium" is a form of ownership of real estate. In a condominium project, real estate is divided into two distinct interests: Condominium Units and Common Elements. The portions of a condominium project which are individually owned (the "Units") have the same legal attributes as other forms of real estate and may be sold, mortgaged or leased, subject to the restrictions contained in the Condominium Documents. The Master Deed and Condominium Subdivision Plan (attached to the Master Deed as Exhibit B) describe the dimensions and characteristics of the Units and Common Elements.

Each owner of a Unit (a "Co-owner") is conveyed (usually by deed) ownership of the Unit and is one of a number of mutual owners of common facilities (the "Common Elements") which serve both the Co-owner's Unit and other Units in the Project. In Cottage Pointe, each Unit originates as a cube of air or building site, extending twenty-five (25) feet below grade and fifty (50) feet above grade in which the house and garage shall be constructed, as shown in the Condominium Subdivision Plan. After the house is constructed within a building site, the vertical boundaries of the Unit generally will be the exterior surfaces of the exterior walls of the house. Each Co-Owner is responsible for maintaining, repairing, replacing, and insuring that Co-Owner's house.

All portions of the Project not included within the Units constitute the Common Elements. Each Co-owner receives title to his or her individual Unit and an undivided ownership interest in the Common Elements which service the Project. Each Co-owner's proportionate share of the Common Elements is determined by the percentage of value assigned to his or her Unit in the Master Deed. Title to the Common Elements is included as part of, and is inseparable from, title to the individual Units.

There are two types of Common Elements in the Condominium Project: General Common Elements and Limited Common Elements. Limited Common Elements are those for which use is reserved in the Master Deed to fewer than all of the Co-owners. Examples of Limited Common Elements in the Project are the driveways leading to the garages and the sidewalks, stoops, front porches, decks and patios servicing the houses.

General Common Elements are all Common Elements other than Limited Common Elements. The open land and the private roads are examples of General Common Elements in the Project.

The interrelationship of individual ownership of Units and joint ownership of Common Elements requires that certain restrictions be imposed on the use of the Units and the Common Elements for the mutual benefit of all owners and occupants of Units. Such restrictions are contained in the Condominium Bylaws which are recorded as Exhibit A to the Master Deed. All of the Condominium Documents for the Project have been prepared with the goal of allowing each Co-owner considerable individual freedom and discretion without permitting any one Co-owner to infringe materially upon the rights and interests of the other Co-owners and residents. All

Co-owners and residents must be familiar with and abide by such restrictions to maximize the enjoyment of condominium living.

Except for the year in which the Project is established, real property taxes and assessments will be levied individually against each Unit. These taxes and assessments will cover the Unit and its proportionate share of the Common Elements. No separate tax bill or assessment will be levied directly against the Common Elements.

A summary such as the one contained in this Disclosure Statement cannot fully set forth all of the details of a condominium development. Therefore, each purchaser is advised to review carefully all of the Condominium Documents for the Project. Each purchaser is also advised to consult his or her lawyer or other professional adviser.

SIZE AND SCOPE OF THE PROJECT

Cottage Pointe is a residential condominium project located in Richland Township, Kalamazoo County, Michigan. The Project initially will contain a maximum of forty two (42) Units on a parcel of land approximately thirteen (13) acres in size. The Project is now under construction, with initial Units anticipated to be ready for occupancy in 2017. The Developer has reserved the right to expand the Project by adding to the Project two parcels of land, one approximately seven and one quarter acres in size, south of the Project, and the other approximately three and three quarter acres in size south and west of the Project. If the land is added to the Project, the Developer may create up to eighty (80) additional Units within those parcels, for a total number of Units in the Project not to exceed one hundred twenty two (122).

Several different floor plans, sizes and styles of Units are planned for Cottage Pointe.

The Act requires the Developer to inform potential purchasers of the Developer's construction obligations through the use of the terms "Must Be Built" and "Need Not Be Built." The Developer is obligated to construct only those Units and improvements labeled "Must Be Built" in the Condominium Subdivision Plan attached to the Master Deed. Only Unit 1 and all appurtenances to that Unit (including the house and garage within the Unit), the private roads, the gazebo, the gravel turnaround at the south end of the private road known as "Cottage Pointe," the hard surface pedestrian path and those utilities shown as "must be built" on the Condominium Subdivision Plan are "Must Be Built" items. All other Units, appurtenances and utilities are labeled "Need Not Be Built." Most of the "Must Be Built" items have either been completed or are under construction. The Developer has provided the escrow agent with adequate assurances that financial arrangements have been provided for completion of all structures and improvements labeled "Must Be Built."

The Condominium Subdivision Plan depicts a clubhouse which, if constructed, would be available for use by owners of Units in Cottage Pointe and, perhaps, others. The clubhouse has been

designated as a "Need Not Be Built" improvement. At closing, each initial purchaser of a Unit from the Developer will pay, in addition to the purchase price for the Unit and other fees and costs, a "Clubhouse Fee" which will be paid to the Association so that the Association, if desired, can cause a clubhouse to be constructed for the use and benefit of the Co-owners.

DEVELOPER'S BACKGROUND AND EXPERIENCE

The Project is being developed by Cottage Pointe, LLC (the "Developer"), a Michigan limited liability company created in August 2015 to develop this, its first, condominium project. While this will be the first condominium project developed by the Developer, the Developer is owned and controlled by various members of the Watts and Balkema families, well-known for their participation in real estate projects in western Michigan for many years.

Don and Joyce Watts have been involved in the development and construction business for more than thirty five years and their adult children are also very active in their business ventures. The Watts family, through multiple business entities such as Watts Construction Company and Joyce & Don, LLC, have developed many successful residential projects including Hunter's Creek, Hunter's Place, Hunter's Run, Hunter's Run No. 2, Merrybrook, and Fleetwood.

Balkema Excavating is a family-owned and operated company that was founded in Kalamazoo, Michigan in 1911. It specializes in water main, sanitary sewer, storm sewer, directional drill, pump stations, dewatering and jack and bore construction. The company has completed projects for municipal units throughout southwest Michigan. Balkema Excavating also has experience in landfill development, site clearing, site development, road building, drainage improvement, and grading.

The names, addresses and previous experience with condominium projects of the Developer and of any management agent, real estate broker, residential builder, escrow agent, project engineer and attorney involved in the Project are described on Exhibit B attached to this Disclosure Statement.

ADMINISTRATION OF THE PROJECT

The business, property and affairs of the Project are administered by a non-profit corporation known as the Cottage Pointe Homeowners Association (the "Association"). Each Co-owner automatically becomes a member of the Association when he or she purchases a Unit. In this Project, the owner of each Unit is entitled to one vote per Unit owned. If a Unit is owned by multiple owners, only one vote may be cast on behalf of the Unit.

The Association was formed by the Developer. Representatives of the Developer now make up the Board of Directors of the Association and will control the affairs of the Association until a new

Board of Directors is elected. The election of Directors to the Board of Directors by non-Developer Co-owners will be phased in with the non-Developer Co-owners electing some of the Directors based on the number of Units which have been sold. An advisory committee of non-Developer Co-owners will be established either one hundred twenty (120) days after conveyance to non-Developer Co-owners of legal or equitable title to forty one (41) Units or one (1) year after initial conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever shall first occur, to act as liaison between the Developer and the Co-owners until the majority of the Board of Directors is elected by non-Developer Co-owners as provided in the Condominium Bylaws. This election will take place at the initial meeting of the members of the Association, which must be held within one hundred twenty (120) days after legal or equitable title to seventy five percent (75%) of the Units in the Project that may be created has been conveyed to non-Developer Co-owners, but in no event later than fifty-four (54) months after the first conveyance of title to a Co-owner has been effected. Additional information about the organization and operation of condominiums in Michigan may be found in the Condominium Buyer's Handbook published by the Michigan Department of Commerce, a copy of which has been furnished to you by the Developer.

A reserve fund for major repairs and replacements of Common Elements must be maintained by the Association pursuant to Section 105 of the Act and Article IV, Section 4.07 of the Condominium Bylaws of the Project. The Act and the administrative rules enacted pursuant to the Act require the Association to maintain in the reserve fund a minimum of ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standards required by Michigan law may prove to be inadequate for this Project. From time-to-time, the Association should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

CONDOMINIUM ASSOCIATION MANAGEMENT CONTRACTS

The Condominium Bylaws of the Association permit the hiring of a professional agent to manage the Project. The Developer may cause the Association to enter into a management contract for management of the Project prior to the time control of the Association is turned over to its members. Section 55 of the Act provides that a management contract with the Developer or its affiliates is voidable by the Board of Directors of the Association on or within ninety (90) days after the date control of the Association is assumed by non-Developer Co-owners (the "Transitional Control Date") and on thirty (30) days' notice at any time thereafter for cause. To the extent any management contract extends beyond one (1) year after the Transitional Control Date, the entire term of the management contract beyond one (1) year after the Transitional Control Date may be voided by the Association's Board by notice to the management agent at least thirty (30) days before the expiration of the one (1) year post-Transitional Control Date period. It is anticipated that management of the Project will be handled by the Developer or its affiliates until the Association determines otherwise.

PROJECT WARRANTIES

The Developer anticipates that prior to the conveyance of many Units to Co-owners, the builder affiliated with the Developer, Watts Construction Company ("Watts"), will have constructed houses within those Units. Other conveyances to Co-owners may be made before or during construction of homes within the Units. Regardless of whether the Unit is sold containing a house completed by Watts or one under construction by Watts, the Developer will cause Watts to provide to each Co-owner who buys a Unit from the Developer containing a Watts home, Watts' Express Limited Condominium Unit Warranty. Generally, Watts warrants the home and appurtenant Common Elements against any defects, including latent defects, in material or workmanship for a period of one (1) year from the date of closing or occupancy, whichever is earlier, and all other Common Elements installed by Watts for a period of one (1) year from the date of initial construction or one (1) year after the first closing of the sale of a Unit in Cottage Pointe, whichever is later as to the Common Elements in question. The Developer will not provide any construction warranties but will provide to each Co-owner who purchases a Unit from the Developer a Warranty Deed conveying legal title to the Unit. In any case, express warranties are not provided unless specifically stated.

ESCROW

All amounts paid by a prospective purchaser to the Developer prior to conveyance of the Unit to the prospective purchaser shall be held in escrow by Chicago Title Insurance Company, by and through its representative, Chicago Title of Michigan ("Chicago Title") in accordance with an Escrow Agreement, a copy of which is attached to each Purchase Agreement as Exhibit A. The Act requires that deposits made by a prospective purchaser prior to closing be held in escrow. Unless the Developer furnishes Chicago Title with evidence of adequate security for the substantial completion of those uncompleted structures and improvements designated as "Must Be Built" by the Condominium Documents, or a purchaser executes a document specifically authorizing the release of funds from escrow, the amounts required to be retained in escrow in connection with the purchase of a Unit shall be released to the Developer only upon all of the following:

1. Issuance of a certificate of occupancy for the Unit (if required by local ordinance) and conveyance of legal or equitable title to the Unit to the purchaser or default by the purchaser under the Purchase Agreement.

2. Receipt by Chicago Title of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the condominium Unit is located which are labeled "Must Be Built" by the Subdivision Plan are substantially complete or determining the amount necessary for substantial completion of such "Must Be Built" improvements.

3. Receipt by Chicago Title of a certificate signed by a licensed professional engineer or architect either confirming that any recreational or other facilities labeled "Must Be Built" by the Subdivision Plan are substantially complete or determining the amount necessary for substantial completion of such "Must Be Built" facilities (if any).

If all items which are labeled "Must Be Built" are not substantially complete and purchaser has not executed a document specifically authorizing the release of funds from escrow, the purchase price of a Unit will be paid to the Developer only to the extent there are amounts retained in escrow, or the Developer provides to Chicago Title satisfactory security in an amount sufficient to substantially complete those items. A licensed professional engineer or architect will make the determination of the amount necessary to substantially complete those items.

Additional details of the escrow arrangements made in connection with Cottage Pointe are contained in the Escrow Agreement.

BUDGET AND ASSESSMENTS

A budget for the operation of the Association has been estimated by the Developer on a projected basis. A copy of this estimated budget for fiscal (and calendar) years 2016 and 2017 is attached to this Disclosure Statement as Exhibit A and forms the basis for the initial assessment to be charged to the Co-owners. It must be kept in mind, however, that this is an estimate only and there can be no guarantee that the budget will be sufficient to meet all expenses of the Association. The amount projected as expenses for the operating budget of the Association is One Thousand Nine Hundred Dollars ($1,900.00) for 2016 and Twelve Thousand Dollars ($12,000) for 2017.

The Association's budget does not include expenses for the consumption of utilities by individual Units. Electricity, gas, telephone, water, sewer, internet, telephone service, and cable television will be individually metered and must be paid directly by each Co-owner to the utility companies servicing the Project. Also, each Co-owner will be required to insure, maintain, repair and replace the house, garage and other improvements constructed within, or connected to, the Co-owner's Unit.

Until such time as enough Units have been sold to make the Association self-supporting, the Developer is required to supplement the income received by the Association to the extent necessary to keep the budget balanced and the Association "in the black." After the votes of Co-owners unaffiliated with the Developer exceed those of the Developer, the Developer and any Residential Builder shall be responsible for payment of the regular annual assessment, and all special assessments, for all completed Units owned by them, but in no event will the Developer be liable for any assessment levied in whole or in part to finance litigation or other claims against the Developer or certain other similar costs as more fully described in Section 5.08 of the Condominium Bylaws. A "completed Unit" is one containing a house with respect to which a

certificate of occupancy has been issued by the local public authority, or which is occupied as a residence, but does not include a "sales office" or model home.

The Association's primary source of revenue to fund the Association's budget is by assessment of its members. After the sale of all Units containing completed residences, each member will annually be assessed an equal share of the Association's expenses. The Association will determine whether this annual assessment must be paid in one lump sum or in quarterly, monthly, or semi-annual installments. The Board has determined that initially the assessment will be paid semi-annually and that each non-Developer Co-owner's semi-annual installment will be $500.00.

To provide working capital, each purchaser must pay to the Association at the closing of the purchase of his or her Unit from the Developer or a Residential Builder the sum of One Thousand Dollars ($1,000.00) known as the "Buy-In Fee." This payment is not refundable and will not apply as a credit against any future monthly installment or annual assessment, nor is such payment applied or credited to the reserve fund.

The budget does not include the "Clubhouse Fees" to be paid to the Association for the construction by the Association of a clubhouse to benefit the Co-owners because those funds are intended to be used by the Association for the costs of construction of a clubhouse, should it elect to do so, and not for general operating expenses or reserves.

Co-owners should be aware that Section 58 of Michigan's Condominium Act provides that if the holder of a first mortgage or other purchaser of a Condominium Unit obtains title to that Unit by foreclosing such 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 acquisition of title to that Unit. These unpaid assessments are common expenses which may be collected from all Co-owners in the Project, including the holder of the first mortgage who has obtained title to the Unit through foreclosure, or the loss of revenue may be absorbed by the Association if the unpaid assessments aren't collected from the delinquent Co-owner.

Because the day-to-day operations of the Association are dependent upon the availability of funds, it is important that each Co-owner pay his or her assessment in a timely manner. Assessments will be due semi-annually or as otherwise designated by the Association. The Condominium Bylaws provide that the Association may impose and foreclose a lien upon a delinquent Co-owner's Unit, collect interest on delinquent assessments, impose other penalties and/or file a lawsuit to collect money owed by a delinquent Co-owner. The Condominium Bylaws should be reviewed for additional details.

While the Developer controls the Association, the Developer will pay to the Association enough money, if any is needed, to ensure that the Association has enough money to pay its bills and maintain a proper reserve account balance. After the non-Developer co-owners select most of the Board of Directors, the Developer and any Residential Builders will not be required to pay to the

Association regular and special assessments on the Units they own until the Unit contains a house for which a certificate of occupancy has been issued or the house is occupied for residential use, whichever is earlier, but in any case the Developer is not required to pay to the Association any assessments or other money for Units which don't contain completed and occupied houses or which are used as model homes or offices.
Each Co-owner could be required to pay special assessments, if special assessments are levied by the Board of Directors of the Association. Special assessments may be levied by the Board of Directors in the event that, among other things, the regular assessment proves to be inadequate, Common Elements need to be replaced or expanded, or an emergency occurs. The Condominium Bylaws should be reviewed for additional details about special assessments.

Like most expenses today, the expenses in the budget are subject to change as a result of changing costs in the economy. The budget represents the Developer's estimate of those expenses at this time. However, these costs may increase from year to year because of such factors as cost increases, the need for repair or replacement of Common Elements, property improvements, and unexpected developments. Such cost increases will result in increased assessments.

RESTRICTIONS APPLICABLE TO THE PROJECT

Co-owners of the Units will be bound by various restrictions applying to both the Units and the Common Elements. Some of these restrictions include the following: Units are restricted to residential use, with "home occupations" being permitted only in limited situations; Co-owners may not make alterations which affect the exterior appearances of their homes without prior written approval of the Board of Directors and the Developer; no more than two domesticated cats and/or dogs are permitted in any Unit and owners of those and other permitted animals must comply with the Association's rules pertaining to animals or risk the revocation of permission for the animal(s), fines, or other enforcement of the rules; operation and/or parking of certain types of vehicles within the Project are restricted or prohibited; overnight parking on the private roads within the Project during the "winter months" is prohibited so as to enhance snow removal and safe travel; and Co-owners may be permitted to landscape only defined areas behind their homes, subject to restrictions and prior written approval from the Developer.

The provisions of this Disclosure Statement which provide general examples of applicable restrictions do not constitute an exhaustive list or description of the restrictions pertaining to the Project. The Master Deed and the Condominium Bylaws (particularly Article VII of the Bylaws) should be reviewed for more detail on these restrictions and for additional restrictions.

In addition to the restrictions contained in the Condominium Bylaws, the Association's Board of Directors is permitted to adopt rules and regulations (known as Rules) concerning the use of the Units and the Common Elements and governance and operation of the Project and the Association. Most of the restrictions do not apply to the Developer and Residential Builders during the construction of homes and the development of the Project and the restrictions do not prohibit the

Developer from carrying on sales activities as long as the Developer is attempting to sell Units in the Project. Given the importance to the Developer of the long-term appearance of the Project, the Developer has reserved in the Condominium Documents for up to thirty (30) years certain rights, including the right, but not the obligation, to decide whether to permit or approve certain requested changes, and whether to enforce certain provisions of the Condominium Documents, which could affect the appearance of the Project.

ENFORCEMENT PROVISIONS

The use restrictions and other provisions of the Condominium Documents may be enforced by a variety of remedies including, depending on the circumstances, legal action seeking damages and/or injunction. The Board of Directors of the Association may also take direct action to correct certain violations of the Condominium Documents such as specially assessing and fining the offending Co-owner. In some circumstances, the Board may elect, upon seven (7) days notice, to discontinue furnishing services to the Unit of a Co-owner in default. If any assessment is not paid by a Co-owner, the Association is given a lien on the delinquent Co-owner's Unit which may be enforced among other ways, by a lawsuit for the money owed or by foreclosure proceedings in the manner provided by the Condominium Act. Generally, the Condominium Documents permit the Association to recover from a Co-owner in default the costs, including attorney fees, of enforcing the Condominium Documents. The Developer is also given the power to enforce the Condominium Documents, but is not obligated to exercise that power.

INSURANCE

The Condominium Documents require that the Association carry fire and extended coverage for vandalism and malicious mischief with regard to the Common Elements of the Project, liability insurance and worker's compensation insurance (if applicable). Such policies may contain deductible clauses which, in the event of a loss, may result in a portion of such loss being borne by the Association. The Board of Directors is responsible for obtaining such insurance coverage for the Association, and each Co-owner's pro rata share of the annual Association insurance premiums is included in the assessment each Co-owner pays. The Association's insurance policies will be available for inspection at the offices of the Developer, at the address shown on the first sheet of this Disclosure Statement.

The insurance coverage provided by the Association will not cover the Condominium Units and the improvements constructed within the Units such as houses and garages and certain attached Limited Common Elements such as porches, decks, and patios. No coverage will be provided by the Association for property of a Co-owner located outside the Unit on the grounds of the Project, including Limited Common Elements appurtenant to a Unit. All Co-owners are cautioned that it is each Co-owner's own responsibility to insure the house, garage and other improvements within or attached to his or her Unit and their contents and to make certain that there are no "gaps" between the Association's and Co-owner's coverages. Each Co-owner must also obtain personal

liability coverage against injury to persons or damage to property resulting from accidents in and about his or her Unit, naming the Cottage Pointe Homeowners Association as an additional insured. An insurance agent should be consulted in order to decide just what coverage will be needed for your protection, because without proper coverage, a Co-owner could be uninsured for any loss that might occur within his or her Unit, to the Co-owner's property or to the Co-owner and/or the Co-owner's family and guests. Each Co-owner is required to provide the Association with proper proof of insurance, and if a Co-owner fails to provide proper proof of insurance, the Association may, but is not required to, purchase such insurance at the Co-owner's expense.

PRIVATE DRIVES AND EASEMENTS

The Project is served by a "main" private road known as "Cottage Pointe" and by six very short private roads running east and west and connected to Cottage Pointe known as "Cottage Glen," "Cottage Trail," "Cottage Bend," "Cottage Crossing," "Cottage Gate," and "Cottage Place." The Association is responsible for maintaining and repairing the private roads and the Limited Common Element driveways leading to the garages and the costs of such undertakings are expenses of administering the Project, assessable to Co-owners as provided by the Master Deed. Each Co-owner is specifically advised that each Unit in the Project is accessed over private roads which are not required to be maintained by the Kalamazoo County Road Commission.

The Condominium Project is also subject to easements which are shown on the Condominium Subdivision Plan. These easements include, without limitation, easements for public utilities and quasi-utility services such as gas, telephone, electricity, cable television, sanitary sewer and storm sewer. The Developer has reserved the right to grant additional easements throughout the Project for a variety of purposes without having to obtain permission to do so from the Co-owners, the mortgagees or any other person or entity and, if compensation is paid for any such easement, to retain such compensation. Some of the Developer's rights may last as long as twenty five (25) or thirty (30) years after the Master Deed is recorded. For more detailed information concerning the easements and licenses which affect the Project, you are encouraged to review the Condominium Documents, especially Article VII of the Master Deed and your title insurance commitment. The Master Deed also describes other easements which may benefit the Developer, Co-owners and/or the Association.

The title insurance commitment and title insurance policy furnished to each buyer should describe any additional previously recorded easements and agreements affecting the Project.

Recorded documents benefit and burden the Association and the Co-owners, so each prospective buyer is advised to review carefully his or her title insurance commitment and its attachments.

RECREATIONAL FACILITIES

The Developer has not reserved the right to construct any recreational facilities and the Developer does not plan to construct any recreational facilities in the Project. However, the Association might construct a clubhouse, which has been labeled as a "need not be built" improvement, and Co-owners who purchase their Units directly from the Developer are required to pay "Clubhouse Fees" which the Association may apply toward the costs of constructing the clubhouse. If people outside the Project will have right to use the clubhouse, if constructed, an agreement will be drafted to describe the rights and obligations with respect to the clubhouse held by the co-owners, the Association and third parties outside the Project.

EXPANSION, CONTRACTION AND CONVERSION

In the Master Deed, the Developer has reserved the right to elect, on or before the expiration of six (6) years after the initial recording of the Master Deed, to add to the Project two (2) parcels of land south and west of the Project (the "Proposed Future Development Area") and to add up to eighty (80) more Units if part or all of the Proposed Future Development Area is added to the Project. Prior to the same six (6) year deadline, the Developer may contract, or remove, from the Project, generally any of the land west of Cottage Pointe Drive and the land south of the southernmost Units, but the Project cannot be contracted to contain fewer than eighteen (18) Units. The Developer has also reserved the right to convert any Common Element into a Unit, to relocate Unit boundaries and to convert Units to Common Elements. These expansion, contraction and conversion rights may be exercised by the Developer by an amendment or series of amendments to the Master Deed without the consent of any Co-owner, mortgagee or other person, except that no Unit which has been sold by the Developer or which is the subject of a binding purchase agreement may have its boundaries relocated without the consent of any owner, purchaser or mortgagee of the Unit (except that when a house is constructed within each Unit/building site, generally, the vertical boundaries of the Unit are changed automatically to follow the exterior perimeter walls of the house, without the need of any consent or amendment to the Master Deed). For more detailed information concerning the rights generally described in this section of the Disclosure Statement, you are encouraged to review the Condominium Documents, especially subsection 3.1i of the Master Deed and Article VI of the Master Deed.

LEGAL PROCEEDINGS

There are no pending proceedings, either legal or administrative, which involve either the Condominium Project or the Developer in its capacity as such and the Developer has no knowledge as to any such proceedings which have been threatened to be commenced in the future.

THE MATTERS DISCUSSED IN THIS DISCLOSURE STATEMENT ARE INTENDED TO HIGHLIGHT ONLY A FEW OF THE MORE IMPORTANT FACTS RELATING TO THE PROJECT. BUYERS SHOULD READ ALL CONDOMINIUM DOCUMENTS TO FULLY

ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING TO THE PROJECT.

The Developer's attorneys, Kluczynski, Girtz & Vogelzang, P.C., served as legal counsel in connection with the preparation of this Disclosure Statement and related documents. Legal counsel has not passed upon the accuracy of the factual matters contained in this Disclosure Statement.

EXHIBIT A

COTTAGE POINTE HOMEOWNERS ASSOCIATION

ESTIMATED OPERATING BUDGET*

Fiscal Years:
January 1, 2016 – December 31, 2016
and January 1, 2017- December 31, 2017

Operating Expenses	2016	2017
Lawn Care	$300.00	$3,000.00
Snow Removal	$500.00	$2,450.00
Casualty/Liability Insurance	$600.00	$600.00
Miscellaneous Sprinkling	$200.00	$1,500.00
Trash Removal	$0.00	$250.00
Reserves	$200.00	$3,600.00
Legal and Accounting Fees	$100.00	$600.00

Expected Income (2017):

6 Units @$500 semi-annually = $6,000.00

Buy in Fees @ $1,000 per Unit = $6,000.00

*Estimated by Cottage Pointe, LLC on the basis of six (6) assessment paying Units for 2017. It is unlikely that exactly this number of Units will be sold and occupied during that fiscal year, but the Developer believes that revenues and expenses will be reduced roughly equivalently for each Unit not sold and occupied.

EXHIBIT B

DEVELOPMENT TEAM

Function	Name and Address	Previous Condominium Experience
Developer	Cottage Pointe, LLC 5071 Gull Road Kalamazoo, MI 49048	First*
Real Estate Broker	Berkshire Hathaway Home Services Michigan Real Estate Watts Realty Team 5071 Gull Rd Kalamazoo, MI 49048	Numerous
Residential Builder	Watts Construction Company 5071 Gull Rd Kalamazoo, MI 49048	Numerous
Escrow Agent	Chicago Title of Michigan 941 West Milham Rd Portage, MI 49024	Numerous
Project Engineer	Wightman & Associates, Inc. 9835 Portage Road Portage, MI 49002	Numerous
Project Attorney	Mark C. Hanisch Kluczynski, Girtz & Vogelzang 5005 Cascade Rd SE, Suite A Grand Rapids, MI 49546	Numerous

* The members of the Developer have extensive experience with Condominium Development.

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COTTAGE POINTE
HOMEOWNERS ASSOCIATION

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, as follows:

FILED
OCT 08 2015
ADMINISTRATOR
CORPORATIONS DIVISION

ARTICLE I

The name of the corporation is Cottage Pointe Homeowners Association.

ARTICLE II

The purposes for which the corporation is formed are:

a. To manage and administer the affairs of and to maintain a site condominium in Kalamazoo County, Michigan to be known as Cottage Pointe Homeowners Association (the "Condominium") and all appurtenances and the common elements, property, and easements of 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, and to enforce assessments through liens and foreclosure proceedings where appropriate;

c. To purchase and maintain insurance and to collect and allocate the proceeds thereof;

d. To restore, repair, or rebuild the Condominium, or any portion of the Condominium, and any improvements located on the Condominium, after occurrence of casualty, and to negotiate on behalf of all the members in connection with any taking of the common elements of the Condominium, or any portion of the Condominium, by eminent domain;

e. To contract for and employ persons, firms, or corporations to assist in the 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 generating revenues, providing benefit to the members of the corporation and in furtherance of any of the purposes of the

corporation.

h. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of the corporation's business and to secure the same by mortgage, pledge or other lien;

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

j. 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;

k. To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as from time to time amended;

l. In general, to enter into any kind of activity in connection with the foregoing, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The corporation is organized upon a non-stock basis.

The amount of assets which said corporation possesses is:

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 IV

The name of the resident agent as the registered office is Joy Watts.

The address of its registered office in Michigan is 5071 Gull Road, Kalamazoo, MI 49048.

ARTICLE V

The names and address of the incorporators are:

Joy Watts	5071 Gull Road, Kalamazoo, MI 49048
Donald Watts	5071 Gull Road, Kalamazoo, MI 49048
Matthew Watts	5071 Gull Road, Kalamazoo, MI 49048
Joyce Watts	5071 Gull Road, Kalamazoo, MI 49048

ARTICLE VI

The names and addresses of the first Board of Directors is:

Joy Watts	5071 Gull Road, Kalamazoo, MI 49048
Donald Watts	5071 Gull Road, Kalamazoo, MI 49048
Matthew Watts	5071 Gull Road, Kalamazoo, MI 49048
Joyce Watts	5071 Gull Road, Kalamazoo, MI 49048

ARTICLE VII

A volunteer director of the corporation shall not be personally liable to the corporation or its members for monetary damages for any action taken or any failure to take any action, except for liability for any of the following:

a. The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
b. Intentional infliction of harm on the corporation, its shareholders, or members;
c. A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
d. An intentional criminal act;
e. A liability imposed under section 497(a) of the Michigan Nonprofit Corporation Act.

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

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

ARTICLE VIII

The term of the 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 (including the Developer) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.

b. Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of legal or equitable title to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.

c. The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his unit in the Condominium.

d. Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE X

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its members, or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor, or member of the corporation, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of

creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing seventy-five percent (75%) in value of the creditors or class of creditors or of the members or class of members to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the organization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all of the members or class of members and also on this corporation.

ARTICLE XI

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE XII

A contract or other transaction between this corporation and one or more of its directors or officers, or between this corporation and another corporation, firm or association of any type of kind, in which one or more of this corporation's directors or officers are directors or officers, or are otherwise interested, is not void or voidable solely because of such common directorship, officership or interest, or solely because such directors are present at the meeting of the board or committee thereof which authorizes or approves the contract or transaction, or solely because their votes are counted for such purpose if:

a. The contract or other transaction is fair and reasonable to this corporation when it is authorized, approved or ratified; or

b. The material facts as to the director's or officer's relationship of interest and as to the contract or transaction are disclosed or known to the board or committee, and the board or committee authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested director; or

c. The material facts as to the director's or officer's relationship or interest as to the contract or transaction are disclosed or known to the members, and they authorize, approve or ratify the contract or transaction.

ARTICLE XIII

These Articles of Incorporation may be amended altered, changed or repealed only by the affirmative vote of the entire membership of the corporation in value; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

We, the incorporators, sign our names this 24th day of September, 2015.

Joy Watts

Donald Watts

Matthew Watts

Joyce Watts

ASSOCIATION BYLAWS
OF
COTTAGE POINTE HOMEOWNERS ASSOCIATION

ARTICLE I
CONDOMINIUM BYLAWS

The Condominium Bylaws of Cottage Pointe, a Condominium Project, attached as a part of the Master Deed for the Project, are incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation.

ARTICLE II
MEETINGS AND QUORUM

Section 1. Annual Meeting. The annual meeting of the members shall be held each year between May 1 and June 30 at such place, date and time as are specified by resolution of the Board of Directors. Notice of all annual meetings shall be as provided in the Condominium Bylaws.

Section 2. Delayed Annual Meeting of Members. If, for any reason, the annual meeting shall not be held on the day so designated, such meeting may be called and held as a special meeting with the same proceedings as at an annual meeting.

Section 3. Special Meetings of Members. Special meetings of the members may be called by the President or by a majority of the Directors of the Board, or by Co-owners having at least twenty percent (20%) of the votes entitled to notice of the meeting. Notice of special meetings shall be provided in the same manner as for annual meetings.

Section 4. Organizational Meeting of Board. At the place of holding, and immediately following, the annual meeting of members, the Board as constituted upon final adjournment of the annual meeting shall convene for the purpose of electing officers and transacting any other business properly proposed. Notwithstanding the foregoing, the organizational meeting of the Board in any year may be held at a different time and place by consent of a majority of the Directors.

Section 5. Regular Meetings of the Board. In addition to its organizational meeting, the Board may hold regular meetings at such other dates, times and places as it shall

from time to time determine. Notice of regular meetings shall be served on each Director at least seven (7) days prior to the date of such meeting.

Section 6. Special Meetings of Board. Special meetings of the Board may be called by the President or by any two Directors by written notice of the time, date, place and purpose of such meeting served on each Director at least five (5) days prior to the date of such meeting.

Section 7. Notice and Service. Each notice required or permitted to be given by any provision of these Bylaws shall be in writing and shall be deemed duly served when it has been deposited in the United States mail or with a nationally recognized document delivery service, with all postage or delivery charges either prepaid or contracted for, when sent by electronic mail ("email") to the last known email addresses to those recipients who have consented in writing to obtaining notices by email, or when received if sent by facsimile transmission or when delivered by personal delivery to the recipient.

Section 8. Waiver of Notice. Notice of the date, time, place and purpose of any meeting of the members or of the Board may be waived by letter, telegram, email, cablegram, facsimile transmission or other writing, either before or after such meeting has been held. Attendance at any meeting of the members or the Board constitutes a waiver of notice, except where the attendee attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum. A quorum of the members shall be as set forth in the Condominium Bylaws. Members present (in person or by proxy) at any meeting at which a quorum was present may continue to do business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum, and may adjourn the meeting for not more than thirty (30) days, without notice other than announcement of the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice and without regard as to whether a quorum is present at the adjourned meeting.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number and Term. The business, property and affairs of the Association shall be managed by a Board of Directors composed of not fewer than three (3) nor more than five (5) members. There will be three (3) Directors on the first Board. The number of persons comprising each subsequent Board shall be determined by the Developer, if prior to the Transitional Control Date, and thereafter by vote of the members, prior to the establishment of each such Board. If a motion is not made and carried to increase or decrease the number of Directors, then the Board shall consist of the same number of persons as then comprised the full Board of Directors. In addition, the members may, by resolution duly made and passed, provide that in lieu of electing all Directors every two (2) years, the Directors shall be divided into 2 or 3 classes, each to be as nearly equal in number as possible, with terms of office such that the term of the Directors in the first class will expire at the first annual meeting following their election, that of the second class to expire at the second annual meeting after their election, and that of the third class, if any, to expire at the third annual meeting after their election. At each annual meeting after such classification and election of the Board of Directors, a number of Directors equal to the number of the class whose term is expiring shall be elected to hold office for a two (2) year term. Notwithstanding the foregoing, until the initial meeting of the members as required by the Condominium Bylaws, the Directors named in the Articles of Incorporation and their successors shall serve.

Section 2. Qualification. Except for members of the first Board, each Director shall be a Co-owner (or, if a Co-owner is a trustee of a trust, a beneficiary of such trust may be a Director, and if a Co-owner or such a beneficiary is a corporation, a partnership, or other legal entity, a Director may be an officer, partner or employee of such Co-owner or beneficiary but in any case, each non-Co-owner Director shall occupy a Unit on a regular basis). If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Resignation and Removal. A Director may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or at such subsequent time as may be set forth in the notice of resignation. Any or all of the Directors elected by Co-owners or their replacements (but not Directors appointed or designated by the Developer) may be removed, with or without cause, by the vote of sixty percent (60%) of Co-owners entitled to vote.

Section 4. Vacancies. Vacancies in the Board may be filled by the affirmative vote of a majority of the remaining Director or Directors, even though less than a quorum of the Board. Each person appointed by the Board to fill a vacancy shall remain a Director until his or her successor has been duly elected and qualified, which appointment shall be for a term equal to that remaining of the replaced Director.

Section 5. Action by Written Consent. If and when all the Directors shall severally or collectively consent in writing to any action to be taken by the Association, either before or after the action, such action shall be as valid a corporate action as though it has been authorized at a meeting of the Board.

Section 6. Powers and Duties. In addition to the powers and duties imposed or permitted by law, by these Bylaws or by resolution of the members of the Association, the Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium.

Section 7. Quorum. 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 at which a quorum was present, Director(s) leave so that there is less than a quorum present, the Directors present may continue to do business until adjournment and/or may adjourn the meeting for not more than thirty (30) days without notice other than announcement at the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice and without regard as to whether a quorum is present at the adjourned meeting. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of such Director for purposes of determining a quorum.

Section 8. Compensation. Directors shall receive no compensation for their services as Directors unless expressly provided for in resolutions duly adopted by not less than seventy-five percent (75%) of all Co-Owners entitled to vote.

ARTICLE IV
OFFICERS

Section 1. Designation and Term. The Board shall elect a President, a Secretary and a Treasurer, and may also elect one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers, as the needs of the Association may require. Each officer must be a member of the Board of Directors and shall hold office for the term of one year and until his or her successor is elected and qualified. One or more Directors each may hold multiple officer positions simultaneously. No officer shall receive any compensation from the Association for acting as such.

Section 2. The President. The President shall be the chief executive officer of the Association. He or she shall preside over all meetings of the members and of the Board, and shall be an ex officio member of all standing committees.

Section 3. The Secretary. The Secretary shall attend all meetings of the members and of the Board, and shall preserve in books of the Association true minutes of the proceedings of all such meetings. He or she shall safely keep in his or her custody the seal of the Association (if any) and shall have authority to affix the seal to all instruments where its use is required. The Secretary shall duly serve all notices required by statute, Bylaw or resolution and shall perform such other duties as may be delegated to the Secretary by the Board.

Section 4. The Treasurer. The Treasurer shall have custody of all corporate funds and securities and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board. He or she shall disburse such funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at regular meetings of the Board, and whenever required by them, an account of all of his or her transactions as Treasurer and of the financial condition of the Association. Unless otherwise provided by resolution of the Board, the Treasurer shall prepare and execute all Michigan annual reports and tax returns on behalf of the Association.

Section 5. Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

Section 6. Vacancies. Vacancies in any office may be filled by the affirmative vote of a majority of the remaining members of the Board at any regular or special meeting. Each person appointed to fill the vacancy shall be a Director and shall remain an officer for the term equal to that remaining of the replaced officer and until his or her successor has been duly elected and qualified.

Section 7. Resignation and Removal. An officer may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or at such subsequent time as may be set forth in the notice of resignation. Any or all of the officers may be removed, with or without cause, by the vote of a majority of the Board of Directors.

ARTICLE V
FINANCE

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the fiscal year is changed by the Directors for accounting reasons or other good cause.

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

ARTICLE VI
INDEMNIFICATION

Section 1. Indemnification Other Than in Action by or in the Right of the Association. Any person who was or is a party, or is threatened to be made a party, to any threatened civil, criminal, administrative, or investigative suit, action or proceeding of any kind (other than an action, suit or proceeding by or in the right of the Corporation) by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Association against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, or its members, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or its members, or, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification in Actions by or in the Right of the Association. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer,

employee, or agent of another association, partnership, joint venture, trust, or other enterprise shall be indemnified by the Association against expenses (including attorney fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or its members, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Expenses. To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or 2 of this Article (or in defense of any claim, issue, or matter raised in any such action, suit or proceeding), he or she shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him or her in connection with such defense.

Section 4. Authorization of Indemnification. Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only after ten (10) days written notice to all Co-Owners of the facts surrounding the request for indemnification and when authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, when a quorum of disinterested Directors so directs, by independent legal counsel (who may be the regular counsel of the Corporation) in a written opinion, or (3) by the members.

Section 5. Advancing of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 1 or 2 of this Article may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the manner provided in Section 3 upon receipt of an undertaking by or on behalf or the Director, officer, employee, or agent to repay such amount unless or until it is determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article (in which case the Director, officer, employee or agent shall promptly repay the amount).

Section 6. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a party seeking indemnification may be entitled under by the Articles of Incorporation, any bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8. Mergers. For the purposes of this Article, references to the "Corporation" include all constituent Corporations absorbed in a consolidation or merger, as well as the resulting or surviving Corporation, so that any person who is or was a Director, officer, employee, or agent of such constituent Corporation, or is or was serving at the request of such constituent Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving Corporation as he or she would if he or she had served the resulting or surviving Corporation in the same capacity.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Liability of Members. The Association shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge the Association's obligations. The liability of any Co-owner arising out of any contract made by, or other acts of, the Directors, officers or committee, or arising from any authorized or required indemnification, shall be limited to such proportion of the total liability as the Co-owner's percentage of value in the common elements bears to the total percentage interest of all Co-owners in the common elements. Every agreement made by the Directors, officers, committees or managing agent on behalf of the Co-owners shall provide that the persons executing the same are acting only as agents for the Association and/or the Co-owners and that the signatories shall have no personal liability under the agreement, but, to the fullest extent permitted by law, the failure of any agreement to contain either of the provisions described in the

preceding sentence shall not create any personal liability for the signatories or any other Co-owner.

Section 2. Execution of Instruments. All checks, drafts, and orders for payment of money shall be signed in the name of the Corporation by such Director(s), officer(s) or agent(s) as the Board shall from time to time designate for that purpose. When the execution of any contract, conveyance or other instrument of title has been authorized without specification of the person(s) authorized to execute, the President, or a Vice-President, if any, may undertake the execution in the name or on behalf of this Corporation without attestation, acknowledgment or seal.

Section 3. Fidelity Bonds. The Association may require that all officers, employees and others who are responsible for handling funds obtain adequate fidelity coverage to protect against dishonest acts, the cost of which shall be an expense of administration.

Section 4. Seal. The seal of the Corporation (if any) shall contain the name of the Corporation and the words "Corporate Seal, Michigan." The seal may be used by causing it or its facsimile to be impressed or affixed or in any manner reproduced.

Section 5. Conflicting Provisions. In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any of Condominium Documents, the Act (or other laws of the States of Michigan) shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

(a) the Master Deed, including the Condominium Subdivision Plan but excluding the Condominium Bylaws;

(b) the Condominium Bylaws;

(c) the Articles of Incorporation of the Association;

(d) these Association Bylaws;

(e) the Rules of Conduct of the Association.

ARTICLE VIII
AMENDMENT OF BYLAWS

Section 1. Amendment Procedures. The power to amend or repeal these Association Bylaws, or to adopt new Association Bylaws, has been reserved exclusively to the members of the Association, except that until the initial meeting of members has been held, these Bylaws may be amended by the Directors appointed in the Articles of Incorporation or their successors. Amendments may be proposed by the Board of Directors or by petitions signed by at least twenty (20%) percent of the members, but shall not be effective until approved by a majority of the members voting at any regular or special meeting of members at which a quorum is present. A copy of each amendment to these Bylaws shall be furnished to every member of the Association promptly after adoption, but each amendment that is adopted in accordance with this Article shall be binding on all persons who have an interest in the Project regardless of whether such persons actually receive a copy of the amendment.