KPW:kjn 11/26/84 RHC113

MASTER DEED

ROCKHILL CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

Kent County Condominium Subdivision Plan No. 119

(1) Master Deed establishing Rockhill Condominiums, a Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium By-Laws of Rockhill Condominiums.

(3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Rockhill Condominiums.

(4) Exhibit "C" to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership.

(5) Exhibit "D" to Master Deed: Proof of Service of Notice of Intention to Establish Condominium.

RECEIVED FOR RECORD
NOV 27 10 AM '84

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

I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.

Date 11/28/ 19 84

James Tarr
Deputy, Kent County Treasurer, Grand Rapids, Michigan

TAX CERTIFICATE AS REQUIRED BY SEC. 135, ACT NO. 154 PUBLIC ACTS OF 1855 DULY PRESENTED
MAURICE J. DEJONGE, REGISTER

P.P. No. 41-10-27-326-009
Verified by P D S M WK
SPLIT

KPW:kas 11/26/84 RHC114

MASTER DEED

ROCKHILL CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

This Master Deed is made and executed on this 28th day of November, 1984, by 4750 PLAINFIELD PARTNERS, INC., a Michigan corporation (the "Developer"), whose principal office is located at 500 Peoples Building, Grand Rapids, Michigan 49503, represented herein by its President, Mark Harmsen who is fully empowered and qualifed to act on behalf of said corporation.

W I T N E S S E T H:

WHEREAS, the Developer is engaged in the construction of an expandable, contractable and convertible condominium project to be known as Rockhill Condominiums (the "Project"), pursuant to plans approved by the Township of Plainfield, Michigan on a parcel of land described in Article II hereof; and

WHEREAS, the Developer desires, by recording this Master Deed together with the Condominium By-laws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish said real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Rockhill Condominiums as a condominium project under the Act and does declare that said Project shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, 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 acquiring or owning an interest in said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

The Project is a residential condominium which may be expanded by a series of successive amendments to the Master Deed, each adding land to the Project as then constituted so as to comprise a maximum of 100 residential living units, although the Developer is not obligated to expand the Project beyond the segment established by this Master Deed on land described in Article II(A). The Developer and its successors specifically reserve the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed, to add to the Project all or any portion of the lands described in Article II(B) hereof (as amended), without the consent of any Co-owner or other person. Except as set forth herein, no restrictions or limitations on such election exist as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and

assignment of limited common elements thereon. All added lands shall be dedicated exclusively to residential use, and all structures erected thereon shall be architecturally compatible, in the reasonable judgment of the Developer or his architect, with the structures on the land included in this original Master Deed. At the conclusion of any such expansion, a Consolidating Master Deed shall be prepared and recorded by the Developer in accordance with the provisions of the Act.

The three (3) buildings which comprise the first phase of the Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in the Condominium Subdivision Plans, and each Unit is capable of individual utilization by having its own entrance from and exit to a common element of the Project. Until the recording of "as built" Subdivision Plans, the Developer reserves the exclusive right to change or modify the style, size and/or location of any such Unit or Limited Common Element appurtenant to any Unit without the consent of any Co-owner so long as such changes do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Common Elements.

Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

A. The land on which Phase I of the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is described as follows:

> Part of the Northeast one-quarter of the Southwest one-quarter of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: BEGINNING at the Northeast corner of the Southwest one-quarter of said section; thence South 0°00'00" a distance of 859.81 feet along the North-South one-quarter line to the Northeast corner of Crestview Plat No. 2; thence North 66°58'14" West 387.84 feet along the Northerly line of said plat; thence South 49°54'33" West 399.76 feet along the Northerly line of said plat to the TRUE PLACE OF BEGINNING OF THIS PROPERTY DESCRIPTION; thence North 66°53'43" West 499.31 feet along the existing North line and extended North line of said plat; thence Northeasterly 238.616 feet along the Southeasterly right of way line of Plainfield Avenue on a 2,291.18 foot radius curve to the right, the long chord of which bears North 48°03'30.6" East 238.509 feet; thence South 40°15'00" East 150.32 feet; thence South 60°50'00" East 179.00 feet; thence South 10°30'00" East 156.00 feet to the place of beginning.

B. The land which may be added to the Project, in whole or in part, pursuant to election of the Developer at a future date or dates as set forth in Article I hereof, is described as follows:

> Part of the Southeast one-quarter of the Northwest one-quarter of Section 27 and part

of the Northeast one-quarter of the Southwest one-quarter of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: BEGINNING at the Northeast corner of the Southwest one-quarter of said section; thence South 0°00'00" a distance of 859.81 feet along the North-South one-quarter line to the Northeast corner of Crestview Plat No. 2; thence North 66°58'14" West 387.84 feet along the Northerly line of said plat; thence South 49°54'33" West 399.76 feet along the Northerly line of said plat; thence North 10°30'00" West 156.00 feet; thence North 60°50'00" West 179.00 feet; thence North 40°15'00" West 150.32 feet; thence Northeasterly 85.677 feet along the Southeasterly right of way line of Plainfield Avenue on a 2,291.18 foot radius curve to the right, the long chord of which bears North 52°06'47.9" East 85.672 feet; thence North 53°11'04.5" East 1,095.47 feet along said right of way line; thence South 0°00'00" a distance of 98.88 feet along the North-South one-quarter line of said section to the place of beginning.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association By-laws and Rules and Regulations of the Rockhill Condominiums Owners Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

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

(b) "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) "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. 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 By-laws" means the corporate By-laws of the Association organized to manage, maintain and administer the Project.

(e) "Common Elements", where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element shall not be separable from the Condominium Units or Units to which it is appurtenant.

(f) "Condominium By-laws" means Exhibit "A" hereto, being the By-laws setting forth the substantive

rights and obligations of the Co-owners, which form a part of this recorded instrument.

(g) "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, recorded pursuant to the Act, and any other instrument referred to therein which affects the rights and obligations of a Co-Owner in the Project.

(h) "Condominium Subdivision Plan" means Exhibit "B" hereto, being the site, survey and other plans showing the existing and proposed structures and improvements including the location thereof on the land, which form a part of this recorded instrument.

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

(j) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner," wherever used, shall be synonomous with the term "Co-owner". If a Unit is sold pursuant to a land contract, the land contract vendee shall be the Owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee shall have joint and several responsibility for assessments by the Association.

(k) "Developer" means 4750 PLAINFIELD PARTNERS, INC., a Michigan corporation, which has made and executed this Master Deed, its successors and assigns.

(l) "General Common Elements" means those Common Elements of the Project described in Article IV(A) which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(m) "Limited Common Elements" means those Common Elements of the Project described in Article IV(B) which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(n) "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(o) "Percentage of Value" means the percentage assigned to each Unit 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 in the Common Elements of the Project and the proceeds and expenses of administration.

(p) "Project" or "Condominium" means the Rockhill Condominiums, a condominium development established in conformity with the provisions of the Act.

(q) "Transitional Control Date" means the date on which the Association's Board of Directors takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project as depicted in Exhibit "B", and the respective responsibilities for maintenance, repair and replacement thereof are as follows:

A. The General Common Elements are:

(1) The land described in Article II(A) hereof, including easement interests of the Condominium in the land provided to it for ingress and egress, if any;

(2) The parking areas, drives, sidewalks, yards, trees, shrubs and other plantings;

(3) The electrical, telephone, television and/or cable television wiring networks throughout the common areas of the Project, including those contained within floors, ceilings, and common walls;

(4) The plumbing and gas line networks throughout the common areas of the Project, including those contained within floors, ceilings and common walls;

(5) The heating and/or air-conditioning ductworks and conduits throughout the common areas of the Project, including those contained within floors, ceilings and common walls;

(6) The water distribution system, sanitary sewer system and storm drainage system serving the Project except for the public water and sanitary sewer lines owned by Plainfield Township, Kent County, Michigan;

(7) The foundations, roofs, unit perimeter walls and other walls as shown on Exhibit "B", ceilings and floors (including doors and chimneys therein), entrances and exits of the Project;

(8) The portions of any garage, carport or parking space which is not otherwise designated as a Limited Common Element in the Condominium Subdivision Plans;

(9) The lights illuminating the grounds, drives and exterior areas of the Project, including the photo-electric cells associated with those lights; and

(10) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

B. The Limited Common Elements are:

(1) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;

(2) The porches, patios and/or decks appurtenant to Units in the Project;

(3) The separate furnace, water heater, fireplace combustion chamber, air-conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit or a cluster of Units exclusively;

(4) The driveways leading to the garages, the doors, garage doors and windows within any storage or garage perimeter walls, garage door openers, and the doors, windows, sliders and/or screens located within any Unit perimeter wall;

(5) Garage and storage interior space and surfaces; and

(6) The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Condominium Unit.

C. The costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV(B)(1), IV(B)(3) and IV(B)(4) (except garage doors), and the decoration and interior maintenance of the Limited Common Elements described in Article IV(B)(5) and IV(B)(6) shall be borne by the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant. The costs of maintenance, repair and replacement of all other General and Limited Common Elements described above (including garage doors) shall be borne by the Association except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet; provided, that any aluminum roof or screens installed by a Co-owner with the consent of the Association shall be maintained at the sole expense of such Co-owner.

D. A Limited Common Element may be reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, 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 thereof. All affected Co-owners must consent to such reassignment of a Limited Common Element.

E. Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to

relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Moore & Bruggink, consulting engineers and surveyors. The architectural plans and specifications are on file with the Township of Plainfield, Michigan. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional decriptions of the same contained by said outline, less any Common Elements contained therein. In determining dimensions, each Condominium Unit shall be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

B. The total value of the Project is 100, and each Condominium Unit in the Project as it appears on the Condominium Subdivision Plan is assigned an equal percentage thereof. Such percentage of value shall not be changed except in the manner provided by Article VII(B)(2) expressed in a recorded amendment to this Master Deed; provided that the Developer reserves the exclusive right to adjust such percentages pro-rata by adding subsequent phases to the Project by amendment as contemplated in Article I.

ARTICLE VI

EASEMENTS

Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements for the maintenance and repair of Common Elements, which easements shall be administered by the Association, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws.

Until final completion of the Project as described in Article I or of any other condominium project or other development developed on the property described in Article II(B), the Developer reserves for the benefit of itself, its successors and assigns, and any appropriate utility company, the power to create (a) easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article II(B); and (b) easements to utilize, tap and tie into all utility mains located within or servicing the Project.

So long as the Developer owns one or more of the Units in the Project, the Developer shall be subject to the provisions of this Master Deed and of the Act; provided, that the Developer

shall be permitted the sales activities specified in Section 6 of Article VII of the Condominium By-Laws.

ARTICLE VII

AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. Such amendment or termination shall become effective upon recordation in the public records of Kent County, Michigan.

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

(1) Amendments to expand the Project in accordance with Article I may be made by the Developer or its successors without the consent of any Co-owners or other person.

(2) Amendments may be made without the consent of Co-owners or mortgagees by the Developer or its successors as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, including relocation of decks, and/or (ii) facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(3) Amendments may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, upon the consent of not less than two-thirds by number and value of the Co-owners and mortgagees with each mortgagee having one (1) vote for each mortgage held in the determination of consent by number; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent and that a Co-Owner's Unit's percentage of value shall not be changed without his consent except in accordance with Article V(B), and provided, further, that the provisions of Article VI and this Article VII shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project.

(4) Amendments may be made without the consent of Co-owners or mortgagees by the Developer or its successors, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act.

(5) Co-owners and mortgagees of record in Kent County, Michigan shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(6) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

C. If there is a Co-owner other than the Developer, the Project shall be terminated only by agreement of the Developer and unaffiliated Co-owners to which 80% of the votes of the Association appertain, as follows:

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

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

(3) Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to 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.

(4) 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 Administrator.

IN WITNESS WHEREOF, the Developer has duly executed this Master Deed on the day and year first above written.

WITNESSES:

Dan M. Charla

Keith P. Walker

4750 PLAINFIELD PARTNERS, INC.

By: Mark Harmsen

Its President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 28th day of November, 1984, before me, a Notary Public in and for said County, appeared Mark Harmsen, to me personally known, who being by me duly sworn, did say that he is the President of 4750 PLAINFIELD PARTNERS, INC., a Michigan corporation, which executed the within instrument; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and Mark Harmsen further acknowledged said instrument to be the free act and deed of said corporation.

Keith P. Walker
Notary Public, Kent County, MI
My Commission Expires: 09/10/86

This Master Deed Drafted By:

KEITH P. WALKER
McSHANE & BOWIE
540 Old Kent Building
Grand Rapids, MI 49503

Return to Draftsman
after recording.

KPW:kjn 11/26/84 RHC112

EXHIBIT "A"

CONDOMINIUM BY-LAWS

ROCKHILL CONDOMINIUMS

ARTICLE I

CONDOMINIUM PROJECT

Section 1. Organization. Rockhill Condominiums, a residential condominium project located in the Township of Plainfield, Kent County, Michigan (the "Project") is being constructed in successive segments so as to comprise a maximum of 100 living units. The management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association").

Section 2. Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Act"), the approved Master Deed and all amendments thereto, and the Articles of Incorporation, Association By-Laws, and other Condominium Documents which pertain to the use and operation of the Condominium property, current copies of which shall be kept by the Association and made available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. The acceptance of a deed or conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

ARTICLE II

MEMBERSHIP AND VOTING

Section 1. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Unit.

Section 2. Voting Rights. Except as limited in the Master Deed and in these By-Laws, each Co-owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him as set forth in the Master Deed, when voting by value. Voting shall be by value, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

Section 3. Members Entitled to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project, nor shall he be entitled to vote prior to the initial meeting of members held in accordance with Section 5 of Article III hereof. The Developer shall be entitled to vote only those Units for which it has obtained a certificate of occupancy, and which it still owns at the date on which the vote is cast.

The person 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 record owners of the Unit and filed with the Secretary of 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 the person or persons, firm, corporation, partnership, association, Trust or other legal entity who is the Co-owner thereof. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of members at which a quorum is present, 51% of the Co-owners entitled to vote and present in person or by proxy, in accordance with the percentages allocated to each Condominium Unit in the Master Deed for the Project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required herein, by the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

Section 1. Advisory Committee. An advisory committee of three non-Developer Co-Owners shall be established either one hundred twenty days (120) after conveyance of legal or equitable title to non-Developer Co-Owners of 33 Units or one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner, whichever occurs first. Unless the Developer shall sooner establish or designate otherwise, the Advisory Committee shall automatically be established upon such first-occuring date with the members being the first three non-Developer Co-owners to have purchased Units, or if less than three non-Developer Co-owners have then purchased Units, all non-Developer Co-owners who have then purchased Units shall be members of the Advisory Committee with each subsequently purchasing non-Developer Co-owner automatically becoming a member of the Advisory Committee until there are three members of the Advisory Committee. The Advisory Committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The members of the Advisory Committee shall serve for one year, or until their successors are elected by the non-Developer Co-owners. The Advisory Committee shall cease to exist automatically when a majority of the Board of Directors is elected by the non-Developer Co-owners. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than three such meetings each calendar year unless both parties agree.

Section 2. Composition of Board of Directors. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25 Units, at least 1 director and not less than 25% percent of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-Owners of 50 Units, not less than 33-1/3% of the Board of Directors shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 75 Units, and before conveyance of 90 Units, the non-Developer Co-owners shall elect all

directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created in the Project. All directors who are not elected by the non-Developer Co-owners shall be appointed by the Developer or its successor.

Section 3. Right to Elect Board Members. Notwithstanding the formula provided in Section 2, 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than 75 Units has not been conveyed, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 2. Application of this section does not require a change in the size of the Board as otherwise established. Notwithstanding any other provision of this Article, the Developer may at any time increase the number of directors the non-Developer Co-owners have the right to elect by giving written notice of such increase to the Board.

Section 4. Calculations. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under Section 2, or if the product of the number of members of the board multiplied by the percentage of Units held by the non-Developer Co-owners under Section 3, results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board. Application of this section shall not eliminate the right of the Developer to designate 1 member as provided in Section 2.

Section 5. Initial and Subsequent Meetings of Members. The initial meeting of the members of the Association shall be convened by the Board during the time provided by Section 2 for the election of at least one director by the non-Developer Co-owners. Additional meetings of the members of the Association shall subsequently be convened as necessary for the non-Developer Co-owners to elect the directors they are to elect in accordance with Sections 2 and 3. The Developer may call meetings of members of the Association for information or other appropriate purposes prior to the initial meeting of members, but no such meeting shall be construed as the initial meeting of members.

Section 6. Annual Meeting of Members. After a majority of the Board of Directors is elected by the non-Developer Co-owners, an annual meeting of the members shall be held in each year at the time and place specified in the Association By-laws. At least 10 days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be mailed to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

Section 7. Quorum of Members. The presence in person or by proxy of fifty percent (50%) in number and value of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the

presence of a quorum with respect to the question upon which the vote is cast.

ARTICLE IV

ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a Board of Directors to be elected in the manner set forth in the Association By-laws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at a meeting of members called and held for such purpose. All actions of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before election of directors by members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, 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. A service contract or managment 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 thereafter, and on thirty (30) days notice at any time thereafter for cause.

Section 2. Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Care, upkeep and maintenance of the Common Elements;

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

(c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium;

(d) Adoption and amendment of rules and regulations covering the details of the use of Condominium property;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;

(g) Leasing or purchasing premises suitable for use by a managing agent and/or custodial personnel, upon such terms as the Board may approve;

(h) Granting concessions and licenses for the use of portions of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(i) Authorizing the execution of contracts, deeds and easements affecting the Common Elements on behalf of the Co-owners;

(j) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(k) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association; and

(l) 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.

Section 3. Books of Account. The Association shall keep books and records with a detailed account of the expenditures and receipts affecting the Condominium and its administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its Co-owners. The books, records and contracts concerning the administration and operation of the Project shall be available for examination by any of the Co-owners and their mortgagees at convenient times at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-owners at least once each year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be audited or reviewed annually by independent accountants, and the cost of such audit shall be an expense of administration. Such audits need not be certified.

Section 4. Maintenance and Repair. All maintenance of and repair to a Condominium Unit, other than the maintenance of and repair to any General Common Element contained therein, shall be made by the Co-owner of such Unit. Any Co-owner who desires to make repairs or structural modifications to his Unit must first obtain the written consent of the Association, and shall be responsible for all damages to any other Units or to the Common Elements resulting from such repairs or from his failure to effect such maintenance and repairs.

All maintenance of and repair to the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent set forth in the Master Deed, shall be made by the Association and be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense shall be charged to such Co-owner. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the Common Elements or both.

Section 5. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repairs and replacement of the Common Elements, as required by Section 105 of the Act. Such fund shall be established in the minimum amount hereinafter set forth on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the 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 shall carefully analyze the Project from time to time

to determine if a greater amount should be set aside, or if additional reserve funds shall be established for other purposes.

Section 6. Construction Liens. A construction lien arising as a result of work performed upon a Condominium Unit or Limited Common Element shall attach only to the Unit upon which the work was performed or to which the Limited Common Element was appurtenant, and a lien for work authorized by the Developer and performed upon the Common Elements shall attach only to Condominium Units owned by the Developer at the time of recording the claim of 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 Condominium Unit for work performed on the Common Elements if the work was not contracted for by the Association or the Developer.

Section 7. Managing Agent. The Board may employ for the Association a 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 2 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed.

Section 8. Officers. The Association By-Laws 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 of the Association not inconsistent herewith. Officers may be compensated, but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

Section 9. Indemnification. All directors and officers of the Association, whether in office or not at the time of suit(s) or threat(s) thereof, shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. 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.

ARTICLE V

ASSESSMENTS

Section 1. Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. 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 thereof shall be receipts of administration.

Section 2. Determination of Assessments. The Board shall from time to time, and at least annually, adopt a budget for the Condominium which shall include the estimated funds required to defray common expenses for which the Association has

responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and shall allocate and assess such common charges against all Co-owners according to their respective common interests on a monthly basis. Absent Co-owner approval as herein provided, such assessment shall be increased only in accordance with the following:

(a) If the Board shall find the budget as originally adopted is insufficient to pay the costs of operation and maintenance of the Common Elements;

(b) To provide for the replacement of existing Common Elements;

(c) To provide for the purchase of additions to the Common Elements in an amount not exceeding Five Hundred Dollars ($500.00) or Twenty-Five Dollars ($25.00) per Unit annually, whichever is greater; or

(d) In the event of emergency or unforeseen development.

Any increase in assessments other than or in addition to the foregoing, including assessments for the purchase or lease of a Unit pursuant to Article X or the acquisiton of a Unit for use of a resident manager shall be considered as a special assessment requiring approval by a vote of 60% or more of the Co-owners in number and in value.

Section 3. Levy of Assessments. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit by the Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant thereto. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the first annual meeting of members shall be subject to approval by such members at the first annual meeting thereof. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-owners and mortgagees.

Section 4. Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied with regard to his Unit during the time that he is the Owner thereof, and no Co-owner may exempt himself from liabiltiy for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit. In the event of default by any Co-owner in paying the assessed common charges, the Board may impose reasonable fines or charge interest up to the highest rate permitted by law on such assessment from the due date thereof. Unpaid assessments, together with such fines and interest, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection thereof by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him, and all expenses incurred in collection,

including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee 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. 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 attorneys fees incurred in the collection thereof.

The Association may also enter upon the Common Elements, limited or general, to remove and abate any condition, or may discontinue the furnishing of any services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 5. Obligations of the Developer. Until such time as the regular monthly assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it, whether constructed or not.

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

ARTICLE VI

TAXES, INSURANCE AND REPAIR

Section 1. Taxes. Subsequent to the year in which construction of the building containing a Unit is completed, all special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project, or any phase thereof, 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 and shall be assessed against the Units in proportion to the number of votes in the Association appertaining to each Unit. Special assessments and property taxes in any year in which the property existed as an established condominium 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 fractions thereof 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 thereof.

Section 2. Insurance. The Association shall be appointed as attorney-in-fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or applicable, fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers' compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear, and provision shall be made for the issuance of certificate of mortgagee endorsements to all mortgagees. Each Co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his Unit, including interior walls, wall coverings, floor coverings, sliders, windows and screens, and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Project and for personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and the Association shall have no responsibility for obtaining such coverages. If the Association policy covers interior walls and Limited Common Elements appurtenant to a Unit, then the reconstruction thereof shall be the responsibility of the Association. If insurance shall be held by the Association for the benefit of individual Co-owners, then such Co-owners shall be entitled to receive the proceeds thereof. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage may also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and may further include the fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the costs of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include interior walls, fixtures, improvements and/or Limited Common Elements under its insurance coverage, any additional premium cost to the Association attributable thereto

shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner as provided herein.

(c) The Association shall maintain, if required, adequate fidelity 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. Such fidelity bonds shall meet the following requirements:

(i) The Association shall be named as an obligee;

(ii) The policy shall be written in such amount as may be required by any lending institution or other agency requesting the same, based upon the estimated annual operating expenses of the Condominium Project including reserves;

(iii) The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "an employee" or similar expression;

(iv) The policy shall provide that it may not be canceled or substantially modified, including cancelation for non-payment of premium without at least thirty (30) days' prior written notice to all mortgagees of record.

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

(e) Except as otherwise set forth herein, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

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

(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Project is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Project that the Project shall be terminated and each holder of a first mortgage lien on any Unit in the Project has given its prior written approval of such termination.

(b) If the Project is so damaged that no Unit is tenantable, and if each holder of a first mortgage lien on any Unit in the Project has given its prior written approval to the termination of the Project, the damaged property shall not be rebuilt and the Project shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners and each holder of a first mortgage lien on any Unit in the Project shall unanimously decide otherwise.

(d) If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (e) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Project.

(e) Each Co-owner shall be responsible for the reconstruction and repair of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. If damage to interior walls within a Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with subsection (f). If any other interior portion of a Unit, or item therein, is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly, without any change to the obligations set forth in this subsection (e).

(f) The Association shall be responsible for the reconstruction and repair of the Common Elements and for any incidental damage to a Unit, and the contents thereof, caused by such reconstruction or repair. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(g) Any insurance proceeds received, whether by the Association or a Co-owner, shall be for the reconstruction or repair when reconstruction or repair is required by these By-Laws. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstructin or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied and collected in the same manner as the regular monthly assessments, as set forth in Article V hereof.

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

(a) If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds of the Co-owners in number and in value shall be binding on all Co-owners.

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

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

(d) If the taking of the portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that unit shall thenceforth appertain to the remaining Units in the Project, being allocated to them in proportion to their respective undivided interest in the Common Elements. The remaining portion shall thenceforth be a Common Element. The court shall enter an order reflecting re-allocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.

(e) Votes in the Association and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to the relative voting strength in the Association. A Unit partially taken

shall receive a re-allocation as though the voting strength in the Association was reduced in proportion to the deduction in the undivided interests in the Common Elements.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or any Common Element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes similar thereto, except that professional and quasi-professional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate unreasonable traffic by members of the general public. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.

Section 2. Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any recreational facilities, storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Association. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Association at some future time, affecting any part or all of said Common Elements.

Section 3. Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all Common Elements by any Co-owner shall be subject to the following restrictions:

(a) No more than three (3) persons shall permanently occupy or reside in any Unit. In the event that a violation of this restriction by a family in occupancy of a Unit results from the birth or adoption of a child, or the marriage or remarriage of a family member, this restriction shall be suspended as to such family for a period of one year to enable the family a reasonable time with which to cure such violation or dispose of the Unit.

(b) No portion of a Unit may be rented and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of an entire Unit for residential purposes together with the Limited Common Elements appurtenant to such Unit in the manner set forth in Article IX hereof.

(c) No Co-owner shall make any alterations, additions or improvements to any Common Element, nor make changes to the exterior appearance or structural members of his Unit without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance

of the Project. A Co-owner may make alterations, additions or improvements within his Unit without the prior written approval of the Association, but such Co-owner shall be responsible for any damage to other Units, the Common Elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

(d) No nuisances shall be permitted on the Condominium property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents.

(e) Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements.

(f) No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or upon the Common Elements, including "For Sale" signs, without the prior written permission from the Association.

(g) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any CB, short wave or other radio or television antenna, window air-conditioning unit, awning, screens on porch and/or patio, solar panels or other equipment, fixtures or items of any kind, without the prior written permission of the Association. Storage of firewood on patios, porches, and decks is prohibited except that firewood may be stored on the rear patio of Units with a walk-out level from November 15 to April 1 of each winter season so long as the amount so stored does not at any one time exceed one face cord (4 feet by 8 feet by sixteen inches). The foregoing restrictions as to use and occupancy 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 patio, porch or deck which is a Limited Common Element appurtenant to his Unit.

(h) No animals shall be kept in the Condominium or permitted on the Condominium property other than domesticated cats and birds. Dogs may be kept with the prior permission of the Developer or the Association so long as such dogs are kept within the Owner's Unit at all times when not on a leash held by a person, which consent, if given, may be revoked at any time. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by such responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(i) No structure of a temporary character, trailer, tent, shack, garage, accessory building or outbuilding shall be used at any time as a residence, either temporary or permanent.

(j) No recreational vehicles, boats, trailers, inoperable vehicles or vehicles designed and intended for other than normal street use shall be parked or stored on the common drives, parking lots or elsewhere on the Condominium property other than in garages appurtenant to Units, and no more than two (2) automobiles or other motorized mode of transportation shall be kept on the Condominium property by the persons residing in any Unit without the prior written approval of the Association. No commercial vehicles or trucks shall be parked on or about the Condominium except for the making of deliveries or pick-ups in the normal course of business.

(k) The Common Elements shall not be used for the storage of supplies, personal property, trash or refuse of any kind except for common trash receptacles placed at the discretion of the Association if the Association elects to provide common trash receptacles; provided, however, that nothing herein shall prevent storage of supplies or personal property by a Co-owner in the Limited Common Elements appurtenant to the Co-Owner's Unit or temporary storage of trash or refuse in the garage appurtenant to the Co-Owner's Unit. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(l) No plantings shall be made by Co-owners on the General Common Elements except as may be explicitly permitted by the rules and regulations of the Association or in accordance with prior written consent given by the Association, except each Co-owner shall be permitted to plant and maintain ornamental and garden type plants immediately adjacent to the lower level patio appurtenant to his Unit in accordance with rules and regulations of the Association.

(m) Exterior lights are General Common Elements and are located on General Common Elements of the Project, but will nonetheless each be wired to the electrical system of a Unit in its vicinity. While it shall be the responsibility of the Association to maintain these exterior lights, including the replacement of light bulbs, it shall be the responsibility of each Co-owner to pay the cost of electricity used by such exterior light without reimbursement and each Co-owner is prohibitied from in any way disconnecting or preventing the continuous connection of one such exterior light to the electrical system of his Unit.

(n) The Developer may install free-standing or other fireplaces in Units with associated flues. No Co-owner other than the Developer shall install any fireplace or associated flue in any Unit, free-standing or otherwise.

Section 4. Rules of Conduct. Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked in whole or in part

at any time by the affirmative vote of more than 66% of all Co-owners in number and in value.

Section 5. Remedies on Breach. A default by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy appropriate to the nature of the breach as set forth in the Condominium Documents including, without limitation, the discontinuance of services upon 7 days notice, the levying of fines against Co-owners after notice and hearing thereon 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) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, shall recover the cost of the proceeding and actual reasonable attorneys' fees incurred.

(c) 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.

An aggrieved Co-owner shall 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.

Section 6. Use by Developer. During the period of sale by the Developer of any Units, the Developer and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress form any part of the Project as may be reasonably required for the purpose of said sale of Units. Until all Units in the entire Project have been sold by the Developer, and until each Unit sold by it is occupied by the purchasers thereof, the Developer shall have the right to maintain a sales office, a business office, a construction office, model dwellings, storage areas and customary signs in connection therewith as may be reasonable to enable development and sale of the entire Project. The Developer shall restore any areas so utilized to habitable status upon termination of use.

ARTICLE VIII

MORTGAGES

Section 1. Mortgage of Condominium Units. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Co-owners; and (c) 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 who has so requested the same shall not affect the validity of any action or decision which is related thereto.

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

Section 3. 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 Condominium Unit, unless the holder of such mortgage shall otherwise consent in writing:

(a) The holder of the mortgage is entitled to written notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

(b) The holder of any first mortgage which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or 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.

(c) The holder of any first mortgage which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession thereof (except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments charged to all Units including the mortgaged unit).

Section 4. Additional Notifications. 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 Condominium if the Board of Directors has notice of such participation.

ARTICLE IX

LEASES

Section 1. Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit, and at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. The Association shall advise, in writing, such Co-owner whether the Unit may be rented or leased, the sole criterion for denying the right of the Co-owner to rent or lease being that no more than twenty-five percent (25%) of the Units then constructed and a part of the Project may be rented or

leased at any one time. Any lease or rental arrangement of a Unit without written Association approval when twenty-five percent (25%) of the Units are or become rented or leased with Association approval, and any tenant or non-Co-owner occupant occupying such a Unit, shall not be in compliance with the conditions of the Condominium Documents, including lease or rental arrangements entered into without written Association approval when less than twenty-five percent (25%) of the Units were rented or leased if there are subsequently more than twenty-five percent (25%) of the Units rented or leased with Association approval. Association approval when granted shall continue, unless otherwise stated in the approval, until the tenant or non-Co-owner occupant vacates the Unit; any new tenant or non-Co-owner occupant shall require a new approval, even if accomplished by a sublease or assignment of a lease. A Developer proposing to rent Condominium Units before the Transitional Control Date shall notify either the advisory committee or each Co-owner in writing.

Section 2. Terms of lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements shall so state.

Section 3. Remedies. If the Association determines that any tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant. The Co-owner shall have 15 days after receipt of said notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(b) If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action both for eviction against the tenant or non Co-owner occupant and, simultaneously, 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 conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold the tenant and the Co-owner jointly and severally liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or the Project.

Section 4. Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due to the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions if paid to the Association shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE X

TRANSFER OF UNITS

Section 1. Unrestricted Transfers. A Co-owner may, without restriction hereunder, sell, give, devise or otherwise transfer his Unit, or any interest therein.

Section 2. Purchase by Association. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Condominium Unit or interest therein offered for sale by its Co-owner or at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the Co-owners owning not less than sixty percent (60%) in number and in value. Such consent shall set forth a maximum price which the Board or its duly authorized agent may offer or bid and pay for said Unit or interest therein.

Section 3. Financing of Purchase. The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Co-owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase of a Condominium Unit or interest therein by the Association. However, no such financing arrangment may be secured by an encumbrance on any interest in the Project other than the Unit or interest therein to be purchased and the Limited Common Elements appurtenant thereto.

Section 4. Miscellaneous.

(a) The Association shall hold title to any Condominium Unit or interest therein acquired, pursuant to this Article in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all Co-owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit unless Co-owners owning not less than sixty percent (60%) in number and in value first authorize the sale for such lesser amount.

(b) Except as otherwise provided in the Master Deed or in these By-Laws, in the event of any transfer of a Condominium Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

ARTICLE XI

ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such 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. At the exclusive option of a Co-owner, 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 Unit or the Project. 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, if the amount of the claim is ten thousand dollars ($10,000.00) or less. The period of limitations prescribed by law for the bringing of a civil action shall apply equally to the execution of a contract to settle by

arbitration under this Section. A contract to settle by arbitration under this Section shall specify that the Commercial Arbitration Rules of the American Arbitration Association, or its successor, as amended and in effect from time to time hereafter shall be applicable to any such arbitration. The method of appointment of the arbitrator or arbitrators shall be pursuant to reasonable rules of the American Arbitration Association, or its successor, and all costs of arbitration under this Section shall be allocated in the manner provided by the American Arbitration Association, or its successor. Arbitration under this Section shall proceed according to sections 5001 to 5065 of Act No. 236 of the Public Acts of 1961, being Sections 600.5001 to 600.5065 of the Michigan Compiled Laws, as amended, which may be supplemented by reasonable rules of the American Arbitration Association, or its successor. An arbitration under this Section shall be binding on the parties to the arbitration.

Section 2. Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation such dispute, claim or grievance in the courts; provided, however, that no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election of the parties to arbitrate.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Severability. In the event that any of the terms, provisions, or covenants of these By-Laws or any Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the documents shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 2. Notices. Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association at 4750 Plainfield, N.E., Grand Rapids, Michigan 49505, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Section 3. Amendment. These By-Laws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VII of the Master Deed of Rockhill Condominiums.

Section 4. Conflicting Provisions. In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

(1) the Master Deed, including the Condominium Subdivision Plan;

(2) these Condominium Bylaws;

(3) the Articles of Incorporation of the Association;

(4) the Bylaws of the Association; and

(5) the Rules and Regulations of the Association.

LIBER 2446 PG 929

KENT COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 119
EXHIBIT 'B' TO THE MASTER DEED OF

ROCKHILL CONDOMINIUMS

PLAINFIELD TOWNSHIP, KENT COUNTY, MICHIGAN

ENGINEER: MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W., GRAND RAPIDS, MI 49505

DEVELOPER: 4750 PLAINFIELD PARTNERS, INC.
SUITE 500, PEOPLES BUILDING, GRAND RAPIDS, MI 49503

ATTENTION COUNTY REGISTER OF DEEDS

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

PROPERTY DESCRIPTION

PART OF THE NORTH-EAST ONE-QUARTER OF THE SOUTH-WEST ONE-QUARTER OF SECTION 27, TOWN 8 NORTH, RANGE 11 WEST, PLAINFIELD TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTH-EAST CORNER OF THE SOUTH-WEST ONE-QUARTER OF SAID SECTION; THENCE SOUTH 0°00'00" E DISTANCE OF 355.61 FEET ALONG THE NORTH-SOUTH ONE-QUARTER LINE TO THE NORTHEAST CORNER OF CREEKVIEW PLAT NO. 2; THENCE NORTH 88°58'14" WEST 387.84 FEET ALONG THE NORTHERLY LINE OF SAID PLAT; THENCE SOUTH 45°54'38" WEST 399.75 FEET ALONG THE NORTHERLY LINE OF SAID PLAT TO THE TRUE PLACE OF BEGINNING OF THIS PROPERTY DESCRIPTION; THENCE NORTH 88°58'14" WEST 429.31 FEET ALONG THE EXISTING NORTH LINE AND EXTENDED NORTH LINE OF SAID PLAT; THENCE NORTHEASTERLY 229.615 FEET ALONG THE SOUTH-EASTERLY RIGHT OF WAY LINE OF PLAINFIELD AVENUE ON A 2+291.18 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 58°07'30" EAST 229.503 FEET; THENCE SOUTH 10°15'00" EAST 150.32 FEET; THENCE SOUTH 85°30'00" EAST 175.00 FEET; THENCE SOUTH 10°30'00" EAST 198.00 FEET TO THE PLACE OF BEGINNING.

(1.532± ACRES)
(66,316 SQ.FT. FEET)

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. UTILITY PLAN
4. SITE PLAN
5. OVERALL SURVEY PLAN
6. BUILDINGS 1, 2 & 3

Charles E. Hook
OCTOBER 18, 1984

STATE OF MICHIGAN
CHARLES E. HOOK
SURVEYOR
NO. 17257
REGISTERED LAND SURVEYOR

SHEET

LIBER 2446 PG 930

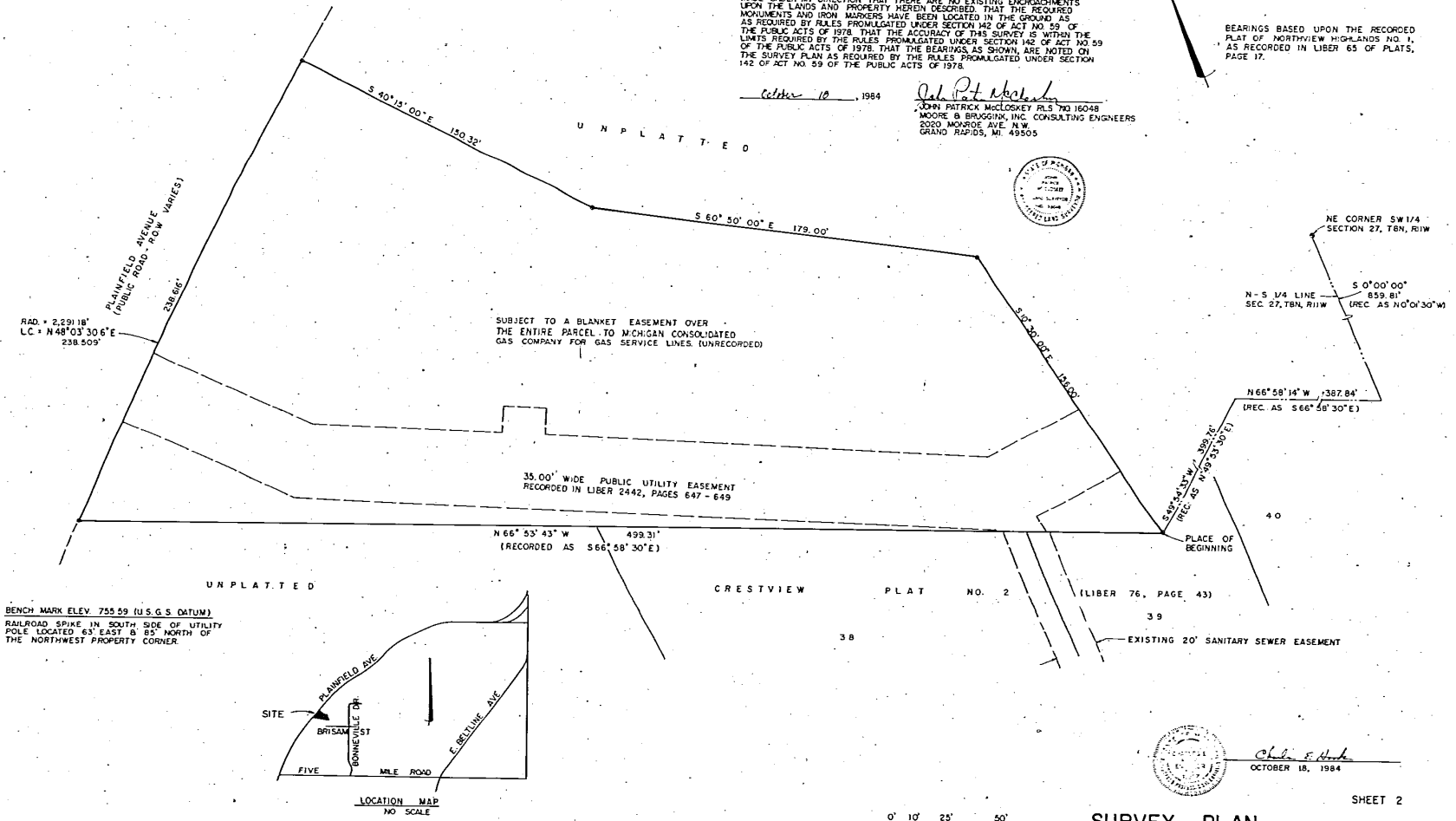
SURVEYOR'S CERTIFICATE

I, JOHN PATRICK McCLOSKEY, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS KENT COUNTY SUBDIVISION PLAN NO. 119, 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 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.

October 18, 1984

JOHN PATRICK McCLOSKEY RLS NO 16048
MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W.
GRAND RAPIDS, MI 49505

BEARINGS BASED UPON THE RECORDED PLAT OF NORTHVIEW HIGHLANDS NO. 1, AS RECORDED IN LIBER 65 OF PLATS, PAGE 17.



BENCH MARK ELEV. 755.59 (U.S.G.S. DATUM)

RAILROAD SPIKE IN SOUTH SIDE OF UTILITY POLE LOCATED 63' EAST & 85' NORTH OF THE NORTHWEST PROPERTY CORNER.

LOCATION MAP
NO SCALE

0' 10' 25' 50'
SCALE

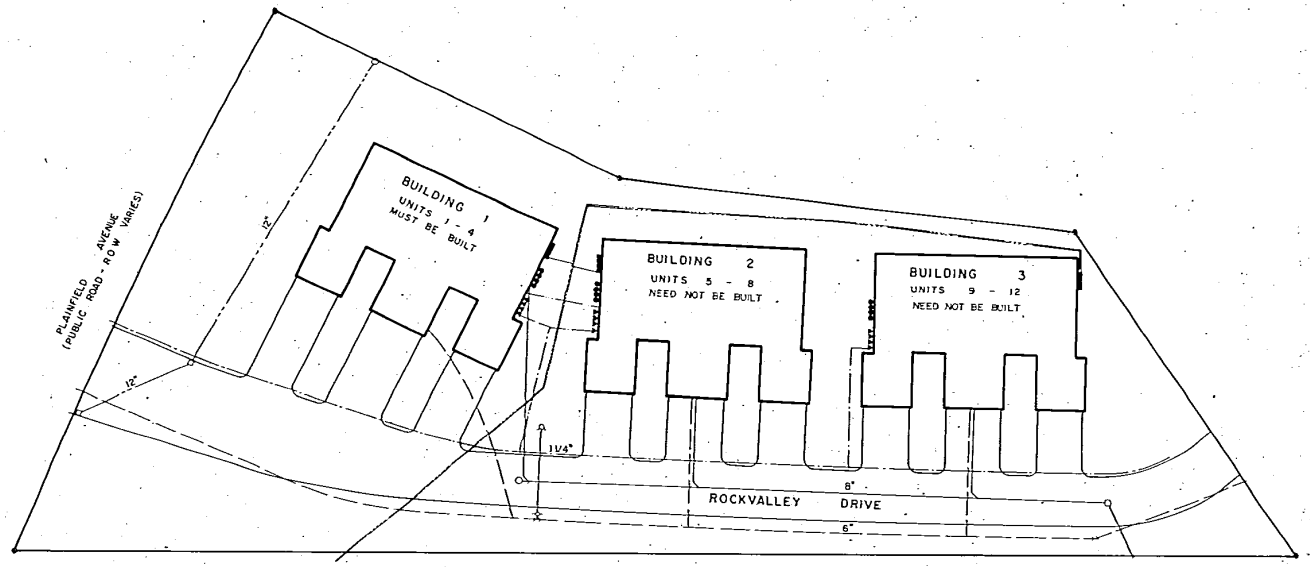
October 18, 1984

SHEET 2

SURVEY PLAN
ROCKHILL CONDOMINIUMS

MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W., GRAND RAPIDS, MI 49505

LIBER 2446 PG 931



UTILITY	LEGEND
	SANITARY SEWER
	WATERMAIN
	STORM SEWER
	MICHIGAN CONSOLIDATED GAS
	MICHIGAN BELL TELEPHONE
	CONSUMERS POWER CO.
	GENERAL ELECTRIC CABLEVISION

NOTE: CABLE TV & CONSUMERS SHALL BE BURIED IN THE SAME TRENCH

ALL SEWER LATERALS ARE 6".
ALL WATER SERVICES ARE 1 1/2"
ALL GAS SERVICES ARE 7/8"

- ▲ GAS METER
- ● WATER METER
- ■ ELECTRIC METER
- ○ MANHOLE
- □ CATCH BASIN

NOTE: ALL UTILITIES MUST BE BUILT

0' 10' 25' 50'
SCALE

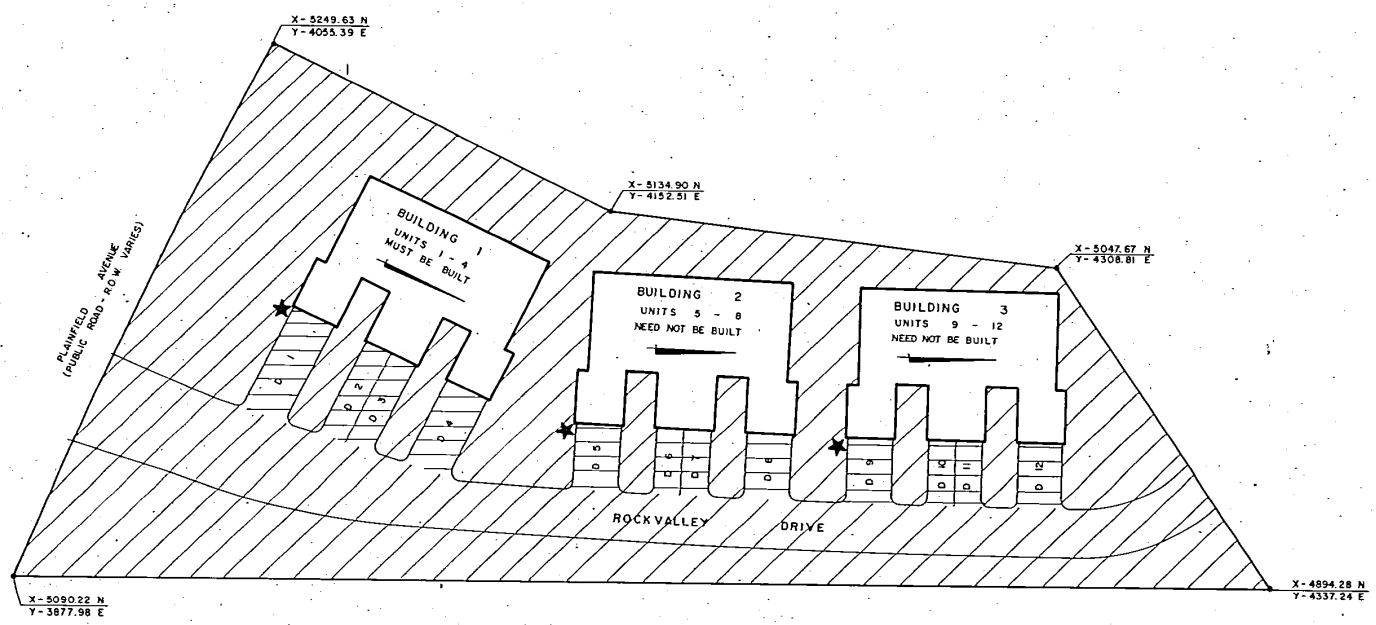
OCTOBER 18, 1984

SHEET 3

UTILITY PLAN
ROCKHILL CONDOMINIUMS

MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W., GRAND RAPIDS, MI 49505

LIBER 2446 PG 932



BUILDING NO.	NO. COORD	E. COORD	BLDG. BEARING
1	5149.92	4022.50	S 41°13'13" E
2	5062.36	4107.63	S 64°01'07" E
3	5015.31	4204.84	S 65°38'03" E

★ = BUILDING COORDINATE LOCATION

= BUILDING BEARING

D = DRIVEWAY

NOTE: ALL PAVED ROADWAY AREA MUST BE BUILT.
DRIVEWAYS FOR UNITS 1-4 MUST BE BUILT.
DRIVEWAYS FOR UNITS 5-12 NEED NOT BE BUILT.

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

0' 10' 25' 50' SCALE

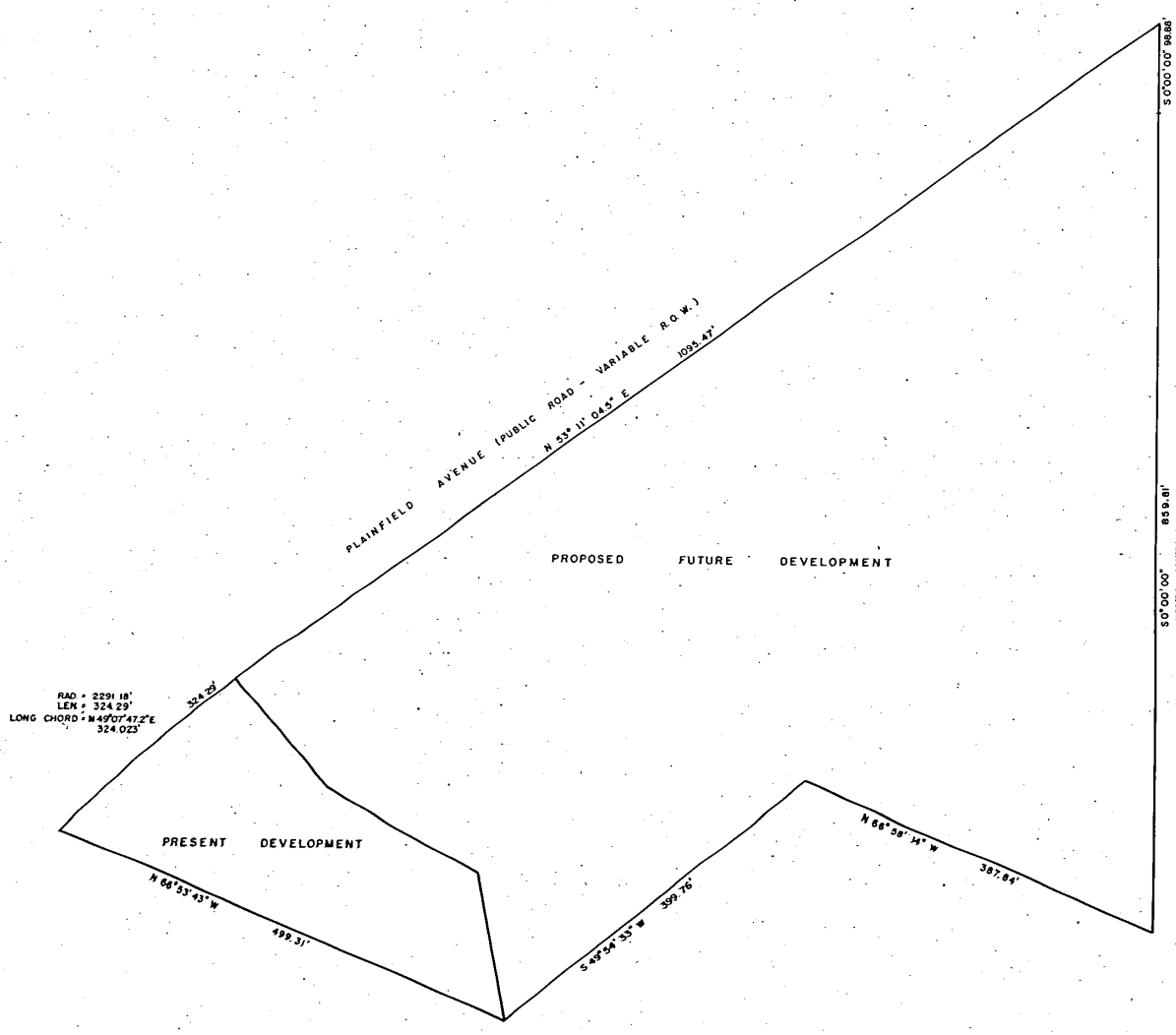
OCTOBER 18, 1984

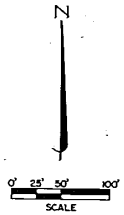
SHEET 4

SITE PLAN
ROCKHILL CONDOMINIUMS

MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W., GRAND RAPIDS, MI 49505

LIBER 2446 PG 933





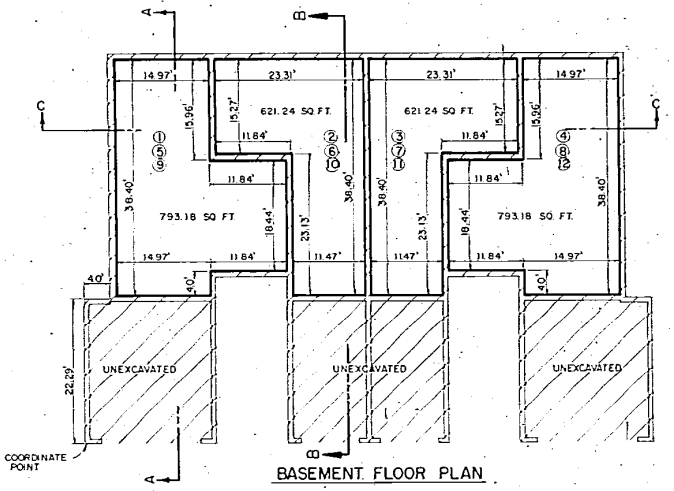
OCTOBER 18, 1984

SHEET 5

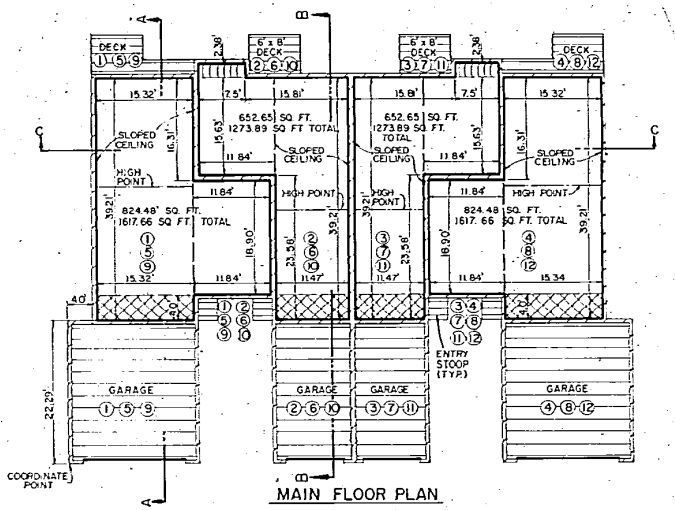
OVERALL SURVEY PLAN
ROCKHILL CONDOMINIUMS

MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W., GRAND RAPIDS, MI 49505

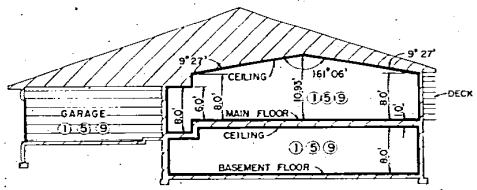
LIBER 2446 PG 934



BASEMENT FLOOR PLAN

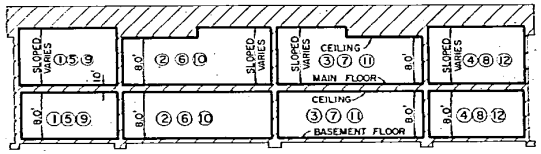


MAIN FLOOR PLAN

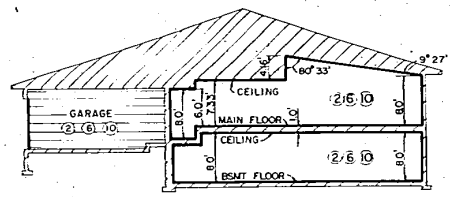


SECTION A-A

MAIN FLOOR ELEVATION	
BUILDING 1	756.00
BUILDING 2	759.00
BUILDING 3	761.00



SECTION C-C



SECTION B-B

① UNIT NUMBER

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

DROPPED CEILING & FLOOR

DROPPED CEILING

LIMITS OF OWNERSHIP

0' 5' 10' SCALE

BASEMENT EXTERIOR WALLS ARE 0.86'.
BASEMENT PARTY WALLS ARE 0.68'.
MAIN FLOOR EXTERIOR WALLS ARE 0.50' UNLESS OTHERWISE NOTED.
MAIN FLOOR PARTY WALLS ARE 0.68'.
GARAGE WALLS ARE 0.30'.
ALL OTHER MAIN FLOOR WALLS ARE AS NOTED.

OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED.

BUILDING 1 MUST BE BUILT.
BUILDINGS 2 & 3 NEED NOT BE BUILT.

Clair E. Hoke
OCTOBER 18, 1984

SHEET 6

BUILDINGS 1, 2 & 3
ROCKHILL CONDOMINIUMS

MOORE & BRUGGINK, INC. CONSULTING ENGINEERS
2020 MONROE AVE. N.W., GRAND RAPIDS, MI 49505

KPW:kjn 9/25/84 RHC115

EXHIBIT "C"

CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM

WHEREAS, 4750 PLAINFIELD PARTNERS, INC., a Michigan corporation of 500 Peoples Building, Grand Rapids, Michigan 49503 ("4750 PLAINFIELD PARTNERS, INC."), as Developer, intends to establish Rockhill Condominiums as a condominium project by recording in the office of the Kent County Register of Deeds a Master Deed of Rockhill Condominiums, covering real property in Township of Plainfield, Kent County, Michigan, described therein; and

WHEREAS, Leonard Land Company, a Michigan partnership of 955 Leonard, N.W., Grand Rapids, Michigan 49504, Michigan ("Mortgagee") is the holder of a mortgage lien on the aforesaid property under a certain mortgage dated May 17, 1984, and recorded in Liber 2107, pages 418 through 423, inclusive, Kent County, Michigan records.

NOW, THEREFORE, Mortgagee, as mortgagee, hereby consents to the submission of the aforesaid property to the condominium project described and set forth in the Master Deed to which this Consent is attached and further acknowledges and agrees that a program has been agreed upon with the Developer for the release of individual Condominium Units at the time of closing on sale, and consents to the recordation of said Master Deed in the office of the Register of Deeds for Kent County, Michigan.

Everett O. VanSlyke

John M. Inghram

Leonard Land Company

By: Carl H. Johnson

Carl H. Johnson

Its Partner

And

By: Arthur Blackport

Arthur Blackport

Its Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF)

5TH The foregoing instrument was acknowledged before me this 5 day of OCTOBER, 1984 by Carl H. Johnson and Arthur Blackport, two of the Partners of Leonard Land Company, a a Michigan partnership, on behalf of the Partnership.

John M. Inghram
Notary Public, KENT County, MI
My Commission Expires: SEPT 10, 1985

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE
540 Old Kent Building
Grand Rapids, MI 49503
CO125

EXHIBIT "D"

PROOF OF SERVICE OF NOTICE OF INTENTION TO ESTABLISH CONDOMINIUM

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

RE: ROCKHILL CONDOMINIUMS

The undersigned, Gladys McNeill, hereby certifies that she sent on August 13, 1984 a Notice of Intention to Establish Condominium to the appropriate City, Village, Township or County, the appropriate County Road Commissioner and County Drain Commissioner, the Department of Commerce, the Department of Natural Resources, the Department of Public Health and the State Transportation Department and all of said Notices were sent by certified mail, postage prepaid and addressed to the parties at the addresses reflected on Schedule 1 attached hereto, consisting of copies of the return receipts reflecting delivery of each of the notices on August 14, 1984.

Dated: September 20, 1984

Gladys E. McNeill
Gladys McNeill

The foregoing instrument was acknowledged before me this 20th day of September, 1984 by Gladys McNeill.

Janice L. Langeland
Janice L. Langeland
Notary Public, Kent County, MI
My Comm. Exp. 08/19/87

RHC116

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- [x] Show to whom and date delivered ..... .60 ¢
- [ ] Show to whom, date, and address of delivery .. ____ ¢
2. [ ] RESTRICTED DELIVERY ..... ____ ¢

Corporation & Securities Bureau
6456 Mercantila Way
Lansing, MI 48910

4. TYPE OF SERVICE:
[ ] REGISTERED [ ] INSURED
[x] CERTIFIED [ ] COD
[ ] EXPRESS MAIL

ARTICLE NUMBER: P308 638 588

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
State of Michigan
Lansing, Michigan 48913

5. DATE OF DELIVERY: AUG 14 1984
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: State Postmaster
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

* GPO: 1982-379-693

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- [x] Show to whom and date delivered ..... .60 ¢
- [ ] Show to whom, date, and address of delivery .. ____ ¢
2. [ ] RESTRICTED DELIVERY ..... ____ ¢

Mich. Dept. of Natural Resources
Steven T. Mason Bldg
P. O. Box 30028
Lansing, MI 48909

4. TYPE OF SERVICE:
[ ] REGISTERED [ ] INSURED
[x] CERTIFIED [ ] COD
[ ] EXPRESS MAIL

ARTICLE NUMBER: P308 638 587

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
State of Michigan
Lansing, Michigan 48913

5. DATE OF DELIVERY: AUG 14 1984
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

* GPO: 1982-379-693

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- [x] Show to whom and date delivered ..... .60 ¢
- [ ] Show to whom, date, and address of delivery .. ____ ¢
2. [ ] RESTRICTED DELIVERY ..... ____ ¢

Mich Dept of Public Health
3500 North Logan
P.O. Box 30035
Lansing, MI 48909

4. TYPE OF SERVICE:
[ ] REGISTERED [ ] INSURED
[x] CERTIFIED [ ] COD
[ ] EXPRESS MAIL

ARTICLE NUMBER: P308 638 585

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

5. DATE OF DELIVERY
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

* GPO: 1982-379-693

a Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- [x] Show to whom and date delivered ..... .60 ¢
- [ ] Show to whom, date, and address of delivery .. ____ ¢
2. [ ] RESTRICTED DELIVERY ..... ____ ¢

Mich Dept of Transportation
425 West Ottawa
P. O. Box 30050
Lansing, MI 48909

4. TYPE OF SERVICE:
[ ] REGISTERED [ ] INSURED
[x] CERTIFIED [ ] COD
[ ] EXPRESS MAIL

ARTICLE NUMBER: P308638584

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
State of Michigan
Lansing, Michigan 48913

5. DATE OF DELIVERY: AUG 14 1984
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: State Postmaster
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

* GPO: 1982-379-693

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
☒ Show to whom and date delivered ..... .60 ¢
☐ Show to whom, date, and address of delivery .. ____ ¢
2. ☐ RESTRICTED DELIVERY ..... ____ ¢

Plainfield Township
6156 Belmont, N.E.
Belmont, MI 49306

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL
ARTICLE NUMBER: P308 638 590

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☑ Authorized agent

5. DATE OF DELIVERY: 7-11-84
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

• GPO: 1982-379-593

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
☒ Show to whom and date delivered ..... .60 ¢
☐ Show to whom, date, and address of delivery .. ____ ¢
2. ☐ RESTRICTED DELIVERY ..... ____ ¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

County of Kent
300 Monroe, N.W.
Grand Rapids, MI 49503

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL
ARTICLE NUMBER: P308 638 591

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY: 8/14/84
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:
7a. EMPLOYEE'S INITIALS: KS

RETURN RECEIPT

• GPO: 1982-379-593

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
☒ Show to whom and date delivered ..... .60 ¢
☐ Show to whom, date, and address of delivery .. ____ ¢
2. ☐ RESTRICTED DELIVERY ..... ____ ¢

Kent County Drain Commissioner
320 Ottawa, N.W.
Grand Rapids, MI 49503

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL
ARTICLE NUMBER: P308 638 589

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY: 8-14-84
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

• GPO: 1982-379-593

Rockhill

PS Form 3811, July 1982

• SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
☐ Show to whom and date delivered ..... ____ ¢
☐ Show to whom, date, and address of delivery .. ____ ¢
2. ☐ RESTRICTED DELIVERY ..... ____ ¢

Kent County Road Commission
1500 Scribner, N.W.
Grand Rapids, MI 49504

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL
ARTICLE NUMBER: P308 638 586

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY: 8-14-84
POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:
7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

• GPO: 1982-379-593