THE COTTAGES AT POINT WEST

PURCHASER INFORMATION BOOKLET

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14. Association Rules and Regulations
15. Escrow Agreement with First American Title Insurance Company

THE COTTAGES AT POINT WEST
RECEIPT AND INSTRUCTION SHEET

Dear Co-Owner:

At this time, we are furnishing you with The Cottages at Point West Purchaser Information Booklet which contains the following documents (some of which are required to be provided by Section 84a of the Michigan Condominium Act):

1. The Cottages at Point West Receipt and Instruction Sheet
2. Condominium Buyer's Handbook
3. The Cottages at Point West Disclosure Statement
4. Recorded The Cottages at Point West Master Deed
5. Condominium Bylaws
6. Condominium Subdivision Plan
7. Recorded First Amendment to Master Deed of The Cottages at Point West
8. Recorded Second Amendment to Master Deed of The Cottages at Point West
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10. Recorded Point West at Macatawa Park Master Deed Declaration
11. Point West Beach Club Rules and Regulations
12. Recorded Point West at Macatawa Park First Amendment to Master Declaration
13. Articles of Incorporation of The Cottages at Point West Condominium Association
14. Association Rules and Regulations
15. Escrow Agreement with First American Title Insurance Company

As provided in Section 84 of the Michigan Condominium Act, your purchase agreement (a copy of which you previously received or which you are now receiving) cannot become binding until the lapse of nine (9) business days from today. During that time, you should carefully read the accompanying documents which control the operation of the condominium and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the condominium project, its co-owners and the Developer.

Please sign and return to us the additional copy of this receipt and instruction sheet to acknowledge that it and the described documents have been delivered to you.

Very truly yours,

_____

MACATAWA POINTE DEVELOPMENT, INC.

_____

(If more than one purchaser, all must sign)

Unit No: _____

Dated: _____, 20___

Sec. 84. (1) This section shall not apply to a business condominium unit.

(2) Except as provided in subsection (5), a signed purchase agreement shall not become binding on a purchaser and a purchaser may withdraw from a signed purchase agreement without cause and without penalty before conveyance of the unit and within nine business days after receipt of the documents required in Section 84a. The calculation of the nine business day period shall include the day on which the documents required under Section 84a are received if that day is a business day.

(3) Upon receipt of payment under a purchase agreement, the developer shall deposit all funds in an escrow account with an escrow agent. After the expiration of the withdrawal period provided in subsection (2), the developer shall retain amounts in escrow or provide other adequate security as provided in Section 103a to assure completion of only those uncompleted structures and improvements labeled under the terms of the condominium documents, "must be built".

(4) A purchase agreement shall contain all of the following:

(a) A statement that all funds paid by the prospective purchaser in connection with the purchase of a unit shall be deposited in an escrow account with an escrow agent and shall be returned to the purchaser within three business days after withdrawal from the purchase agreement as provided in subdivision (b). The statement shall include the name and address of the escrow agent.

(b) A statement that unless the purchaser waives the right of withdrawal, the purchaser may withdraw from a signed purchase agreement without cause and without penalty if the withdrawal is made before conveyance of the unit and within nine business days after receipt of the documents required in section 84a including the day on which the documents are received if that day is a business day.

(c) A statement that after the expiration of the withdrawal period provided in subsection (2), the developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of only those uncompleted structures and improvements labeled under the terms of the condominium documents, "must be built".

(d) The following paragraph:

"At the exclusive option of the purchaser, any claim which might be the subject of a civil action against the developer which involves an amount less than Two Thousand Five Hundred Dollars ($2,500.00), and arises out of or relates to this purchase agreement or the unit or project to which this agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction."

(5) The right of withdrawal in subsection (2) may be waived in exceptional cases, by a purchaser who is provided all of the documents listed in subsection (4) and who knowingly and voluntarily waives in writing the purchaser's right to the protection provided by the right of withdrawal. The waiver form shall include an explanation of this section.

LICENSING AND REGULATORY AFFAIRS

CUSTOMER DRIVEN. BUSINESS MINDED.

THE CONDOMINIUM BUYER'S HANDBOOK

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

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: **www.michigan.gov/condo**

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated the pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
   - The developer's previous experience with condominium projects.
   - Any warranties undertaken by the developer.
   - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
   - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must

provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than $20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with

the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the

Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than $2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control

date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Professional Licensing
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 373-8068
www.michigan.gov/lara

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213-7713
Lansing, MI 48909
Phone: (517) 373-1140
www.michigan.gov/ag

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.

DISCLOSURE STATEMENT
THE COTTAGES AT POINT WEST

Park Township, Ottawa County, Michigan

The Cottages at Point West is a residential condominium project of single family building sites, each of which constitutes a condominium unit. During the period ending February 25, 2019, the project may be expanded by the addition of adjoining land and the establishment thereon of building site condominium units.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.
IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Effective date: August 29, 2017

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DISCLOSURE STATEMENT
THE COTTAGES AT POINT WEST

I. Introduction

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

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

II. The Condominium Concept

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

Each owner receives a deed to his or her individual condominium unit. Each owner owns, in addition to his or her Unit, an individual interest in the common facilities ("Common Elements") which comprise the Project. Title to the Common Elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the Common Elements is determined by the percentage of value assigned to his or her Unit in the Master Deed with each Unit being assigned an equal percentage of value.

All portions of the Project not included within the Units constitute the Common Elements. Limited Common Elements are those Common Elements which may be set aside for use by less than all Unit owners. General Common Elements are all Common Elements other than Limited Common Elements. The only planned Common Elements are the private roads and common utility systems within the Project.

The Project is administered generally by The Cottages at Point West Condominium Association of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit in the Project. The separate taxes and assessments cover the Unit and its proportionate share of the Common Elements. In the year in which the Project is established, the taxes and assessments for the Units covered by the Master Deed usually are billed to the Association and are paid by the owners of such Units in proportion to the percentages of value assigned to the Units owned by them.

B. Condominium Building Sites. The Cottages at Point West Condominium Association is an example of what is commonly referred to as a residential site condominium project because the condominium units in this Project consist of only the individual building sites, and the Common Elements do not include the residences and other improvements to be

constructed on the sites or appurtenant to the sites as Limited Common Elements. Each condominium unit consists only of the land included within the boundaries of the condominium unit to a depth of twenty (20) feet. In the more traditional form of residential condominium project, the units consist of the air space enclosed within each of the residence units, and the Common Elements include the exterior structural components of the residences. In The Cottages at Point West, each owner holds an absolute and undivided title to his or her Unit and to the residence and other improvements located thereon. Unlike the traditional residential condominium project, each Co-owner in this Project will be responsible for maintaining the residence and other improvements located on the Co-owner's Unit, as well as maintaining fire and extended coverage, personal property, liability and other personal insurance coverage. The Association will be responsible, after construction of a residence on a Unit and installation of its landscaping and lawns, for mowing, grounds keeping, landscape maintenance, lawn and landscape irrigation system maintenance in the Build-To Zone in front of the residence on each Unit and the setback area in the back of the residence on each Unit, both areas as defined in the Planned Unit Development. The Association will also be responsible for clearing driveways and front sidewalks of snow. The Association will not maintain fences or any landscaping or lawns inside fences.

C. Other Information. Although the foregoing is generally accurate as applied to The Cottages at Point West Condominium Association, the details concerning any particular subject may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in The Cottages at Point West Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with The Cottages at Point West. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult his or her own lawyer or other professional advisor.

III. Description of the Condominium Project.

A. Size, Scope and Physical Characteristics of the Project. The Cottages at Point West is initially comprised of fourteen Units, but it is intended and anticipated those Units will be subdivided to create up to forty (40) building sites as desired by Purchasers. Each such subdivided Unit will be delineated on the Condominium Subdivision Plan, and upon which is constructed or is to be constructed a residence and related improvements. It is anticipated that the residences will be a mixture of architectural styles approved by Developer, all of which will be detached freestanding residences. Each residence will have a basement and a garage. Some residences will have patio areas, court yards, porches and other appurtenances. The driveway within each Unit is for the exclusive use of the Unit's Co-owners and their guests (some driveways are parkable and some are not); no Co-owner has any other parking rights by virtue of being a Co-owner and no street parking is available within the Project. All parking is subject to the applicable rules and regulations of the Association.

B. Utilities. The Cottages at Point West is served by public water and sewer, electric, cable TV, and telephone service. These services will be individually metered to each residence and will be the responsibility of the owner. Public water and sewer is provided by the City of Holland. Electricity is furnished by Consumers Energy, cable TV by Charter Communications, and telephone service by AT&T. Trash removal will be the responsibility of the Association and the cost of trash removal is in the association budget.

C. **Roads and Walks.** Replacement, repair and resurfacing of the roads and walks will be the responsibility of the Developer under the Master Declaration from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the responsibility of the Developer to inspect and perform preventative maintenance of condominium roadways on a regular basis in order to maximize the life of such roadways and to minimize repair and replacement costs. All costs are assessed against the Unit as part of the Common Improvements Charge described in IV.B. below.

D. **Reserved Rights of Developer**

(1) **Expansion of Project.** The Developer has reserved the right to expand the Project for six years after recording of the Master Deed. In connection with such expansion, the Developer has reserved the right to add all or a portion of adjoining land and to define and redefine General or Limited Common Elements as may be necessary to adequately describe and service the expansion land and to change the nature of any Common Element previously included in the Project to achieve the purposes of connection, including, but not limited to, the connection of existing roadways and sidewalks to any roadways planned for the expansion land, and to provide access to any condominium units over such roadways and sidewalks. The Developer also has the right to develop the expansion land without adding it to the Condominium, such as by developing other adjoining condominium projects.

(2) **Sole Right to Approve/Construct Improvements.** No residence or other improvement may be constructed in the Project until the Developer has approved the plans and specifications for the residence or other improvement, nor may the exterior appearance of any existing improvement in the Project be altered without the Developer's prior consent.

(3) **Conduct of Commercial Activities.** Until all of the Units in the Project have been sold the Developer has reserved the right to maintain on the Condominium Property a sales office, a business office, storage areas, reasonable parking incident to the use of such areas and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the Project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

(4) **Right to Amend.** The Developer has reserved the right to amend the Master Deed and its exhibits without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially change the rights of an owner or mortgagee. Further, the Master Deed cannot be amended without the Developer's approval during the Development Period.

(5) **Easements.** The Developer has reserved such easements over the Condominium Project (including all Units and Common Elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations and/or to further the Developer's development of adjoining lands.

(6) **General.** In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the Project as a condominium, including the power to approve or disapprove a variety

of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

E. Recreational Facilities. The Project contains no recreational facilities, but all Co-owners are automatically members of the Point West Beach Club and the Point West Pool Club on the Point West Property as described in the Master Declaration and in their respective Rules and Regulations included in the Purchaser Information Booklet. Under the Master Declaration each of the Co-owners as a Beach Club Resident Member has a permanent non-exclusive easement for walking, sunbathing, picnicking, fishing, swimming, volleyball and similar recreational beach activities on the Point West Beach Area as defined in the Master Declaration; there are also the same easement rights in the Point West Open Beach Area, subject to termination as described in the Master Declaration. All Co-owners are also Pool Club Members with permanent non-exclusive easement rights for swimming, sunbathing, and similar recreational swimming pool activities in the swimming pool areas also described in the Master Declaration. One-third of all costs and expenses arising from the operation, maintenance, repair and replacement of the Clubs by the Developer, plus a 15% management and administration fee ("**Club Dues**"), will be levied by the Developer equally among the Co-owners during the Development Period. The Developer will be responsible for payment of the Club Dues for all Units owned by Developer; during the Development Period there will be a presumption that there are a total of forty (40) Units until the end of the Development Period and the Developer owns all Units not owned by other Co-owners. The other two-thirds will be paid by the Developer as owner of the balance of the point West Property as defined in the Master Declaration during the Development Period. After the Development Period, Club Dues shall be allocated on a proportionate share basis based on the number of "use units" attributable to the improvements on each part of the Point West Property. One use unit shall be attributed to each residence with a certificate of occupancy, whether single family home or condominium units and one use unit shall be attributed to each boat slip which may exist from time to time

F. Tennis Courts. There are tennis courts adjoining the Point West Property, but the Developer does not own them and ownership of a Condominium Unit provides no rights to use those tennis courts.

G. Big Red. The lighthouse known as Big Red on the channel from Lake Michigan to Lake Macatawa is a popular place to visit. It is not part of the Point West Property and the only sure access is to walk the beach to it.

H. Boat Docks. It is the intention to construct boat docks from the Point West Property into Lake Macatawa. If such boat docks are constructed, Co-owners will be given the first opportunity to lease boat slips, but ownership of a Condominium Unit itself gives no ownership of or right to use any future boat docks, which are not part of the Condominium.

IV. Legal Documentation

A. General. The Cottages at Point West was established as a Condominium Project pursuant to the Master Deed recorded in the Ottawa County records and contained in the Purchaser Information Booklet. The Master Deed includes the Bylaws as **Exhibit A** and the Condominium Subdivision Plan as **Exhibit B**.

B. Master Declaration. The Master Declaration benefits and burdens the Project and the other adjoining lands. In addition to creating the Point West Beach Club and Point West Pool Club as described above, the Master Declaration also provides for access roads to the Project including related Landscaping and a Common Sprinkler System for the Project and adjoining lands and a Pedestrian Access Easement to use sidewalks and boardwalks which may exist from time to time over the Developer's Point West Property. One-third of all costs and expenses incurred by Developer in connection with the operation, maintenance, repair and replacement of the Access Road Improvements, the Sprinkler System and the Pedestrian Access Easement improvements plus a fifteen percent (15%) management and administration fee ("**Common Improvements Charge**"), shall be levied by the Developer equally among the Co-owners during the Development Period. The Developer will be responsible for payment of the Common Improvement Charges for all Units owned by Developer; during the Development Period there will be a presumption that there are a total of forty (40) Units until the end of the Development Period and the Developer owns all Units not owned by other Co-owners. The other two-thirds will be paid by the Developer as owner of the balance of the Point West Property during the Development Period. After the Development Period, Common Improvements Charges shall be allocated on a proportionate share basis based on the number of "use units" attributable to the improvements on each part of the Point West Property. One use unit shall be attributed to each residence with a certificate of occupancy, whether single family home or condominium unit and one use unit shall be attributed to each boat slip which may exist from time to time

C. The Condominium Association is authorized to act on behalf of all Co-owners in matters arising under the Master Declaration. The Developer can choose to bill the Common Improvements, Charge, the Beach Club Dues and/or the Pool Club Dues to Co-owners individually or to the Condominium Association which would then include those dues in its budget and the Co-owners would pay the Common Improvements Charge and the Club Dues as part of the Association assessments.

D. Master Deed. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Condominium Project, a general description of the Units and General and Limited Common Elements included in the Project and a statement regarding the relative responsibilities for maintaining the residences and other improvements and the Common Elements in the Project. Article VI contains the provisions relating to the expansion of the Project, Article VII contains provisions for contracting the Project, Article VIII contains provisions for converting convertible areas of the Project, Article IX covers easements, Article X covers Unit Improvements or Alterations, Article XI covers Unit Boundary Relocations, Article XII covers Subdivision of Units, Article XIII covers the provisions for amending the Master Deed and Article XIV provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the Condominium Documents or by law.

E. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Condominium Project. Article II describes the budgeting process of the Association, as well as provisions to allocate and collect assessments among the owners. Articles III, IV, V and VI

contain certain restrictions upon the ownership, occupancy and use of the Condominium Project, including restrictions controlling how, where and what improvements are permitted on Units and how pets and leasing are regulated. Article III also contains provisions permitting the adoption of rules and regulations by the Association Board of Directors. The initial Rules and Regulations adopted by the Board of Directors of the Association are included in the Purchaser Information Booklet. Article VII addresses mortgagees and Articles VIII and IX address insurance and reconstruction matters. Article XXI describes rights and powers reserved to the Developer.

F. Condominium Subdivision Plan. The Condominium Subdivision Plan is a two dimensional survey depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project.

V. The Developer

A. Developer. Macatawa Pointe Development, Inc., the Developer of the Project, is a Michigan corporation established for the purpose of developing The Cottages at Point West. The president of the Developer is James Rosloniec. Macatawa Pointe Development, Inc. was created to develop this Project; its president was significantly involved in the development of Plaza Towers, a major downtown multi-use condominium in Grand Rapids.

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

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the Project is vested in The Cottages at Point West Condominium Association, which has been incorporated as a Michigan nonprofit corporation. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within one hundred twenty (120) days after the conveyance of title to twenty-five percent (25%) of the Units, one of the three directors will be selected by the nondeveloper owners of Units; and not later than one hundred twenty (120) days after the conveyance of title to seventy-five percent (75%) of the Units, and before conveyance of ninety percent (90%) of the Units, the nondeveloper owners shall elect all three directors, except that the Developer shall have the right to designate at least one director as long as it owns at least ten percent (10%) of the Units that may be created in the Project. Regardless of the number of Units then conveyed, fifty-four (54) months after the first conveyance, nondeveloper owners may elect directors in proportion to the number of Units which they own.

Within one year from the date of the first conveyance, or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the nondeveloper owners and the Developer.

The First Annual Meeting must be held on or before the expiration of one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created have been sold or within fifty-four (54) months after conveyance of the first Unit, whichever first occurs. At the First Annual Meeting, the co-owner members of the Association will elect directors, and the directors in turn shall elect officers of the Association. The Developer's voting rights are set forth in Section 10.2 of the Bylaws.

B. Percentages of Value. The percentage of value of each Unit in The Cottages at Point West is equal. The percentage of value assigned to each Unit determines, among other things, the value of each Co-owner's vote and his or her proportionate share of regular and special Association assessments and of the proceeds of administration of the Project.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the Project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Project. Since the budget must necessarily be prepared in advance, it reflects estimates of expenses. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to serve the Condominium Project change in cost in the future, the budget and the expenses of the Association also will require revision. The budget of the Association as of the Effective Date of this Disclosure Statement has been attached as an exhibit to this Disclosure Statement.

(2) Assessments. Each owner of a Unit must contribute to the Association to defray expenses of administration. Assessments are based upon the percentage of value assigned to each Unit. The Board of Directors may also levy special assessments in accordance with the provisions of Section 2.2 of the Bylaws. The Developer's obligation for contributing to expenses of administration of the Project is set forth in Section 2.7 of the Bylaws.

(3) Other Possible Liabilities. Each purchaser is advised of the possible liability of each Unit owner under Section 58 of the Condominium Act:

> If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by such person except for assessments that have priority over the first mortgage under Section 108.

D. Condominium Association Management Contract. No management agent has been selected for the Project at this time. Professional management is not required by the Condominium Documents. If and when a management agent is retained, the budget must be increased to cover the costs thereof.

E. Insurance.

(1) **Title Insurance.** The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by a title insurance company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The title insurance company for the Project until changed by the Developer is First American Title Insurance Company. The cost of the owner's commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his or her choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) **Other Insurance.** The Condominium Documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and worker's compensation insurance, if applicable, with respect to all of the Common Elements of the Project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's prorata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the Condominium Project will be furnished to each owner upon closing the purchase of his or her Unit.

Each owner is responsible for obtaining insurance coverage with respect to the residence and other improvements constructed on the owner's Unit, including the contents thereof, and other appurtenances thereto, to the extent indicated in Article VIII of the Bylaws, and for liability for injury within the owner's Unit and the improvements thereon and upon Limited Common Elements assigned to his or her Unit.

The Association should periodically review all insurance coverage to be assured of its continued adequacy and each owner should do the same with respect to the owner's personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Articles III, IV, V and VI of the Bylaws sets forth restrictions upon the ownership, occupancy and use of a Unit in the Condominium Project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

(1) Units are to be used for single family residential purposes only.

(2) No owner may lease his or her Unit for less than an initial term of one month without prior written consent of the Developer or the Association.

(3) There are detailed architectural control provisions requiring consent of the Developer prior to construction of any residences or other improvement that may be constructed in the Project.

(4) Detailed restrictions are applicable to any permitted parking and animals and are contained in the Condominium Bylaws and the Rules and Regulations

(5) There are substantial limitations upon physical changes (including landscaping) which may be made to the Common Elements and to the Units and improvements in the Condominium, and upon the uses to which the Common Elements and Units may be put.

(6) Additional rules and regulations may be adopted by the Board of Directors of the Association, without vote of the owners.

None of the restrictions apply to the commercial activities or signs of the Developer.

G. The Cottages at Point West Condominium Association. Membership in The Cottages at Point West Condominium Association is required of all condominium unit owners. Each unit will be assessed dues and assessments by the Association.

H. Clubs. Membership in the Point West Beach Club and Point West Pool Club are required of condominium unit owners by the Master Declaration.

VII. Rights and Obligations as Between Developer and Owners

A. Before Closing. The respective obligations of the Developer and the purchaser of a condominium unit in the Project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to Developer until conveyance of title to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete. No improvements are labeled "must be built" since the Units are unimproved building sites and the streets and utility mains are outside of the Project.

B. At Closing. Each Purchaser (other than a land contract purchaser) will receive by warranty deed fee simple title to his or her Unit, subject to no liens or encumbrances other than the Condominium Documents and those other easements and restrictions as are specifically set forth in the Condominium Documents and the Purchase Agreement for the Unit.

C. After Closing.

(1) General. Subsequent to the purchase of the Unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Developer is providing a one year warranty as to workmanship and materials used to construct the private roads and utilities constructed by Developer's contractors and a one year warranty for the Residence, all as described in each Purchaser's Purchase Agreement.

VIII. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the Project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a Unit. In accepting title to a Unit in the Condominium Project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. Certain of the terms used herein are defined in the Condominium Act or the Master Deed of the Project.

The Michigan Department of Labor and Economic Growth publishes The Condominium Buyers Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various Condominium Documents. Each purchaser is referred to the Master Deed and other instruments contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Labor and Economic Growth, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Labor and Economic Growth.

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Macatawa Point Development Cottagers Association
Operating Budget
8/28/2017

	# UNITS	25
ANNUAL OPERATING EXPENSES - CPWCA		**Single Family**
Landscaping - Common Areas		$ 15,500
Irrigation		$ 2,670
Trash/Recycling		$ 3,600
Misc. Operating/Cleaning		$ 1,140
Utilities - streetlights, etc.		$ 2,000
Bank Fees		$ 240
Insurance		$ 630
Total Expenses - before Maintenance Reserve		$ 25,780
Maintenance Reserve - 10%	10%	$ 2,578
Total Expenses - before Management Fee		$ 28,358
Management Fee - 10%	10%	$ 2,836
Total MPD Expenses		$ 31,194
Point West Allocated Expenses		$ 11,954
Total Expenses		$ 43,148
CONDO DUES		**Single Family**
Estimated Annual Dues (before Landscaping)		$ 1,726
Estimated Monthly Dues (before Landscaping)		$ 144
Single Family Home Landscape		
Individual Landscaping Cost (Hawthorne example)		$ 1,392
Management Fee of 10%		$ 139
Total Individual Landscaping Expense		$ 1,531
Estimated Annual Dues (including Landscaping)		**$ 3,257**
Estimated Monthly Dues (including Landscaping)		**$ 271**

ut

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5/26/2015 9:11:00 AM

2015-0018582
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
05/26/2015 AT 9:11 AM
MASTER DEED 213.00

MASTER DEED

THE COTTAGES AT POINT WEST
(Act 59, Public Acts of 1978, as amended)

Ottawa County Condominium Subdivision Plan No. 594

(1) Master Deed establishing The Cottages at Point West, a Condominium Project.

(2) **Exhibit A** to Master Deed: Condominium Bylaws of The Cottages at Point West.

(3) **Exhibit B** to Master Deed: Condominium Subdivision Plan for The Cottages at Point West.

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

This Master Deed drafted by:

Keith P. Walker
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W.
P.O. Box 360
Grand Rapids, Michigan 49501-0360

Return to draftsman after recording.

MASTER DEED

THE COTTAGES AT POINT WEST

This Master Deed is made and executed on this 18th day of May, 2015, by Macatawa Pointe Development, Inc., a Michigan corporation of 660 Ada Drive SE, Ada, Michigan 49301 (the "Developer").

PRELIMINARY STATEMENTS

A. The Developer is engaged in the construction of a residential condominium project to be known as The Cottages at Point West (the "Project"), pursuant to plans approved by Park Township, Ottawa County, Michigan on the parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws 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 the real property described in Article II, 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 The Cottages at Point West as a condominium project under the Act and does declare that the Project will 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 will be deemed to run with the land and will be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in The Cottages at Point West, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Nature of Project. The Units 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 Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. Until the recording of the "as built" Subdivision Plan, the Developer reserves the exclusive right to change or modify the size and/or location of any Unit and/or Common Element without the consent of any Co-owner.

1.2 Co-owner Rights. Each Co-owner in the Project will have a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant thereto, and will 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

2.1 Legal Description. The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Heneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 56.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S39°18'01"W 8.93 feet; thence N65°09'02"W 88.88 feet; thence N89°42'32"W 41.11 feet; thence S76°21'22"W 130.83 feet; thence N26°25'09"W 35.69 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'06", and a chord bearing N66°43'01"E 28.89 feet; thence N69°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).

70-15-33-387-025 pt

ALSO

Commencing at said Reference Point "A"; thence S63°39'47"W 152.87 feet to the Point of Beginning; thence S26°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N63°52'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).

ALSO 70-15-33-387-025 pt

Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S69°41'04"W 239.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.63 feet along a 3.00

70-15-33-387-025

foot radius curve to the right, said curve having a central angle of 50°16'08", and a chord bearing S04°49'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'39", and a chord bearing S13°26'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°56'52"W 39.54 feet; thence N32°59'05"W 97.74 feet; thence N20°34'00"W 89.00 feet; thence N69°41'04"E 40.30 feet; thence N15°06'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.69 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'16"E 191.98 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning.

ALSO

Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 67.97 feet; thence S63°39'35"W 195.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).

70-15-33-387-024

ALSO

Beginning at said Reference Point "A"; thence S63°39'47"W 152.87 feet along the Southerly line of said Sunset Walk; thence S26°20'13"E 85.00 feet; thence N63°39'47"E 153.25 feet; thence N26°25'09"W 85.00 feet to the Point of Beginning.

70-15-33-387-025pt

Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION dated this date as recorded in Instrument No. 2015-0018581.

Together with and subject to all easements and restrictions of record and all governmental limitations.

Ottawa County Treasurer's Office 5/20/15. The records in my office show no unpaid taxes or special assessments for the five tax years of, 2014 and prior involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgments.
Bradley J. Slagh, Treasurer

ARTICLE III

DEFINITIONS

3.1 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, Bylaws and Rules and Regulations of The Cottages at Point West Condominium Association, a Michigan nonprofit 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. "Act" or "Michigan Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) Administrator. "Administrator" means the Michigan Department of Energy, Labor and Economic Growth, designated to serve in such capacity by the Act.

(c) Association. "Association" means The Cottages at Point West Condominium Association, the Michigan nonprofit corporation organized under the laws of Michigan, of which all Co-owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. The Co-owners may by a two-thirds (2/3) vote after the Development Period has expired designate a different Michigan nonprofit corporation or unincorporated association as the "Association".

(d) Bylaws. "Bylaws" means **Exhibit A** attached hereto which forms a part of this Master Deed. The Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

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

(f) Condominium Documents. "Condominium Documents" means and includes this Master Deed and **Exhibits A** and **B** attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

(g) Condominium Property. "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(h) Condominium Subdivision Plan. "Condominium Subdivision Plan" means **Exhibit B** attached hereto.

(i) **Condominium Unit.** "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.** "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, will be synonymous with the term "Co-owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-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 will have joint and several responsibility for assessments by the Association.

(k) **Developer.** "Developer" means Macatawa Pointe Development, Inc., a Michigan corporation which has made and executed this Master Deed, its successors and assigns. Both successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(l) **Development Period.** "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VI hereof, whichever is longer, provided the period will in no event exceed twenty-five (25) years or, if sooner, when the Developer records a declaration declaring the Development Period ended.

(m) **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which nondeveloper Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty percent (50%) of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to Article VI hereof will be included in the calculation of the number of Units which may be created.

(n) **General Common Elements.** "General Common Elements" means those Common Elements of the Project described in Section 4.1 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.

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

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

(q) **Percentage of Value.** "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.

(r) **Planned Unit Development.** "Planned Unit Development" means the Point West I PUD as approved by the Board of Park Township, Ottawa County, Michigan, on October 31, 2012, including as it may be amended in the future.

(s) **Project.** "Project" or "Condominium" means The Cottages at Point West, a condominium development established in accordance with the provisions of the Act.

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

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

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II hereof (other than that portion described in Section 5.1 and in **Exhibit B** as constituting the Condominium Units), including easement interests of the Condominium in the land provided to it for ingress and egress;

(b) **Pedestrian Paths.** The Pedestrian Paths designated as General Common Elements on the Condominium Subdivision Plan.

(c) **Utilities.** All utility services are provided directly to each Unit by the local public authority or by the utility company pursuant to easements recorded in Ottawa County, Michigan, records. The utility lines, systems (including mains and service leads) and equipment and the telecommunications system which provide such services are owned by the local public authority or by the utility company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

(d) **Miscellaneous.** All other Common Elements of the Project not herein designated as 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, including any entrance sign and associated improvements and landscaping; and

Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

4.2 Limited Common Elements. Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Subterranean Land. The land located within Unit boundaries, from and below a depth of twenty (20) feet, as shown on the Subdivision Plan attached as **Exhibit B**;

(b) Driveways and Sidewalks. Driveways and sidewalks serving the residence constructed within a Unit, to the extent located outside the boundaries of the Condominium Unit;

(c) Road and Wall. The road and retaining wall labeled as Limited Common Elements on the Condominium Subdivision Plan;

(d) Utility Services. The pipes, ducts, wiring and conduits supplying electricity, gas, water, telephone, television and/or other utility service to a Unit, from the point of lateral connection with the utility line or system owned by the local public authority or company providing the service;

(e) Parking Spaces. Any parking spaces in the Project designated by Developer as Limited Common Element Parking Spaces; and

(f) Miscellaneous. Any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

4.3 Maintenance. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Condominium Property will be as follows:

(a) Common Unit Maintenance. The Association will be responsible, after construction of a residence on a Unit and installation of its landscaping and lawns, for mowing, grounds keeping, landscape maintenance, lawn and landscape irrigation system maintenance in the Build-To Zone in front of the residence on each Unit and the setback area in the back of the residence on each Unit, both areas as defined in the Planned Unit Development. The Association will also be responsible for clearing driveways and front sidewalks of snow. The Association will not maintain fences or any landscaping or lawns inside fences.

(b) General Unit Maintenance. Each Co-owner will maintain his or her Unit and the improvements thereon and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition except for maintenance performed by the Association as provided in Section 4.3(a). Limited Common

Elements appurtenant to more than one Unit will be maintained by the Co-owners of the Units as they agree, or in the absence of agreement, as directed by the Association. Each Co-owner will be individually responsible for all costs of maintenance, repair and replacement of the residence and any other improvements within the Co-owner's Unit, regardless of the cause of such maintenance, repair and replacement except for maintenance performed by the Association as provided in Section 4.3(a). Each Co-owner will also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility mains and systems which are appurtenant to or which may affect any other Unit. In no event will the Association be liable for the decoration, maintenance, repair or replacement of any portion of any residence or other improvement within a Unit or any grounds keeping within any Unit except for maintenance performed by the Association as provided in Section 4.3(a). The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will at all times be subject to the approval of the Association, except the Association may not disapprove the appearance of an improvement so long as maintained as constructed by the Developer or constructed with the Developer's approval. If any Co-owner fails to maintain the exterior of any residence or other improvement within the Co-owner's Unit or fails to properly maintain the grounds and plantings within the Co-owner's Unit (except for maintenance performed by the Association as provided in Section 4.3(a)) as required by the Condominium Documents or the reasonable standards established by the Association, the Association, after notice to the Co-owner, may undertake such maintenance as may be necessary to bring the improvements, grounds or plantings up to required standards and to charge the cost thereof (increased by a 25% management and administrative fee) to the Co-owner responsible for the cleaning, decoration and/or maintenance. The Association will in no event be obligated to repair any residence or other improvement located within or appurtenant to a Unit nor will the Association be obligated to make any capital expenditures of any type whatever with respect to such residences or improvements or to perform any maintenance or repair thereon except for maintenance performed by the Association as provided in Section 4.3(a).

(c) General Common Elements. The costs of maintenance, repair and replacement of all General Common Elements described above will 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, uninvited visitor, invitee, family member or pet. Each Co-owner will be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or their family, guests, uninvited visitors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there will be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner will bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Bylaws.

(d) Improvements. If any Co-owner elects, with the prior written consent of the Developer or the Association, to construct or install any improvements within the Co-owner's Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

4.4 Assignment of Parking Spaces. Each parking space identified as a Limited Common Element of a Unit in the conveyance of that Unit by the Developer by reference to its number on the Condominium Subdivision Plan will be a Limited Common Element appurtenant to that Unit. Any parking space not so identified to its Unit will be a General Common Element subject to use only by the Developer or Developer's designees; such unassigned parking spaces may be assigned to a Unit only by the Developer in an amendment to this Master Deed executed and recorded by the Developer. A parking space can be owned only by a Co-owner as a Limited Common Element appurtenant to his or her Unit or by the Developer. A conveyance of a Unit which has a parking space appurtenant will include the parking space in the same manner as all other Limited Common Elements appurtenant to that Unit are included unless the parking space has been previously reassigned to another Unit.

4.5 Assignment and Reassignments of Limited Common Elements. Limited Common Elements, including a parking space, may be reassigned as desired by Co-owners, upon notice to any affected mortgagee by an amendment to the Master Deed by the Developer or 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 any reassignment of a Limited Common Element. The affected Co-owners shall consist of the Co-owner desiring to assign the Limited Common Element appurtenant to his Unit and the proposed assignee Co-owner of the Limited Common Element.

4.6 Power of Attorney. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements. Without limitation on the generality of the foregoing, the Developer or the Association as the case may be, will have full power and authority to grant easements over, sever or lease mineral interests, and/or convey title to the land constituting the General Common Elements or any part thereof, to dedicate as public streets parts of the General Common Elements, to consent to street vacations of public streets within or in the vicinity of the Project, and to execute all documents and to do all things on behalf of the Co-owners, mortgagees and other interested persons as are necessary or convenient in the exercise of such powers.

4.7 Condominium Unit Use. Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will 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

5.1 Description of Units. 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 Unit itself, is set forth in the Condominium Subdivision Plan as surveyed by Nederveld & Associates, Inc., consulting engineers and surveyors. Each Unit will consist of the land contained within the Unit boundaries as shown in **Exhibit B** to a depth of twenty (20) feet and delineated with heavy outlines, together with all appurtenances thereto. The architectural plans and specifications for the Project will be filed with Park Township, Ottawa County, Michigan.

5.2 Percentage of Value. The percentage of value assigned to each Unit will be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100).

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Area of Future Development. The Condominium Project established pursuant to the initial Master Deed consists of fourteen (14) Units and may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety no more Units than permitted by the zoning ordinance of Park Township for the expanded Project. Any expansion of the Project would likely require an amendment to the Planned Unit Development. Additional Units, if any, will be established upon all or some portion or portions of the following described land not included in the Project:

> Heneveld's Supervisor's Resubdivision of Macatawa Park, being part of the Southwest fractional 1/4 and part of the West 1/2 of the Southeast fractional 1/4, Section 33, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan.

(hereinafter referred to as "area of future development").

6.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six years after initial recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance,

design (interior and exterior) and structural components of the residences and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

6.3 **Expansion Not Mandatory.** Nothing herein contained will in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

6.4 **Amendment to Master Deed and Modification of Percentages of Value.** An increase in size of this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

6.5 **Redefinition of Common Elements.** The amendment or amendments to the Master Deed by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project.

6.6 **Additional Provisions.** The amendment or amendments to the Master Deed by the Developer to expand the Condominium will also contain such provisions as Developer may determine necessary or desirable (i) to make the Project contractable and/ or convertible as to portions or all of the parcel or parcels being added to the Project, (ii) to create easements burdening or benefitting portions or all of the parcel or parcels being added to the Project, and/or (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as reasonably

necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added to the Project.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Units to be Contracted. The Condominium Project established pursuant to the initial Master Deed consists of fourteen (14) Units and may, after any expansions or subdivisions at the election of Developer, be contracted to a minimum of two (2) Units.

7.2 Withdrawal of Units. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer from time to time, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been constructed and sold by the Developer may be withdrawn without the consent of the Co-owner and mortgagee of the Unit. Other than as set forth in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn, provided however that the number of remaining Units in the Project shall not be reduced to less than two (2) nor the lands constituting the Project to less than that necessary to accommodate the remaining Units with reasonable access and utility services.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions thereof in any particular order nor to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or any other form of development.

7.4 Amendment to Master Deed and Modification of Percentages of Value. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to the Master Deed.

7.5 Redefinition of Common Elements and Creation of Easements. The amendment or amendments to the Master Deed by the Developer to contract the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the parcel or parcels being withdrawn from the Project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area withdrawn from the Project from the roadways located in the Project.

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

7.7 Expiration. The Developer's rights to withdraw developed portions of the Project expire six (6) years after initial recording of this Master Deed. The Developer's rights to withdraw undeveloped portions of the Project expire ten (10) years from the date of commencement of construction by the Developer or, if later, six (6) years after the Developer has last expanded the Project, contracted the Project or converted Units or Common Elements (the "Undeveloped Withdrawal Period"). Developed portions of the Project are the portions improved with residences. Undeveloped portions of the Project are the portions not improved with residences. Notwithstanding any other provision in this Master Deed to the contrary, all undeveloped portions of the Project shall, immediately prior to the expiration of the Undeveloped Withdrawal Period, automatically be withdrawn from the Project, unless the Developer records an amendment to this Master Deed in the office of the Ottawa County Register of Deeds that partially or totally terminates the automatic withdrawal of the undeveloped portions. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project that are so withdrawn. If the Developer records an amendment terminating the automatic withdrawal, then the undeveloped portions of the Project, whether Units or Common Elements, shall remain part of the Project as General Common Elements.

ARTICLE VIII

CONVERTIBLE AREAS

8.1 Converting Convertible Areas. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer from time to time, within a period ending six years after initial recording of this Master Deed, convert the General Common Elements to Units or Limited Common Elements and/or convert Units owned by Developer to General Common Elements or Limited Common Elements and/or convert Limited Common Elements to Units or General Common Elements. Other than as set forth in this Article, there are no restrictions or limitations on the right of the Developer to convert convertible areas, the time or order of such conversions, provided however that there is no obligation on the part of the Developer to convert any convertible areas nor is there any obligation to convert convertible areas in any particular order nor to construct particular improvements on any converted areas, provided all Units continue to have reasonable access and utility service.

8.2 Amendment to Master Deed. A conversion of convertible areas by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed

in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer.

8.3 Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to convert convertible areas may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe and serve the purposes intended to be achieved by the conversion. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonable necessary to achieve the purposes of the conversion.

8.4 Additional Provisions. The amendment or amendments to the Master Deed by the Developer to convert convertible areas will also contain such provisions as Developer may determine necessary or desirable (i) to create easements burdening or benefitting portions or all of the converted areas, and/or (ii) to create or change restrictions or other terms and provisions affecting the convertible areas being converted or affecting the balance of the Project as reasonable necessary in the Developer's judgment to enhance the value or desirability of the Project.

ARTICLE IX

EASEMENTS

9.1 Association Easement for Maintenance and Repair. There are hereby created easements to and in favor of the Association, and its agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and exterior of each of the residences that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the Association as provided in Section 4.3. The Association or its agents and designees will have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements on another Unit.

9.2 Grant of Easements by Association. The Association is empowered to grant such easements, licenses, rights of entry and rights of ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or other adjoining lands whether or not described in Section 6.1, subject, however, to the approval of the Developer so long as the Development Period has not expired.

9.3 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair,

decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

9.4 Patio Easements. The 2' Patio Easements depicted on the Easement Plan in the Condominium Subdivision Plan are for the benefit of the immediately adjoining Units ("Benefited Units"). The Benefited Units will have the right to the exclusive use and possession of the adjoining 2' Patio Easement surface area for the purpose of locating and using patios, patio improvements, landscaping, plantings, patio furniture, fencing, irrigation and like patio improvements ("Patio Improvements"), subject to the right of the Co-owner of the Unit burdened with the Patio Easement to access building improvements for maintenance, cleaning, repairs and construction from the 2' Patio Easements. Patio Improvements must be designed and located to permit reasonable access to the Co-owner of the burdened Unit, and that Co-owner's family, agents and contractors. The Patio Improvements will be Limited Common Elements of the Benefited Units.

9.5 Utility Easements. Developer hereby reserves for the benefit of itself, its successors and assigns perpetual easements to enter upon and cross the Condominium Property and lay pipes and cables and do all other things reasonably necessary to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Property, including, but not limited to, water, gas, storm and sanitary sewer mains, without regard to whether the utilization is in connection with the Condominium Project. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property it will be obligated to pay all of the expenses reasonably necessary to restore the Condominium Property to its state immediately prior to such utilization, tapping, tying in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Property will be borne by all such persons proportionately based upon the ratio of the number of residences located in the Condominium and upon the adjoining land to the total number of residences sharing the utilities.

Developer reserves the right during the Development Period to grant easements for utilities over, under and across the Condominium Property to appropriate governmental agencies or public utility companies and to transfer title to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by either a separate easement or document transferring title or by an appropriate amendment to the Master Deed. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

9.6 Telecommunications Agreements. The Association, subject to the Developer's approval during the Development Period, will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right of way agreements, access agreements and multi unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications,

video text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

9.7 Roadway Easement. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property, whether or not described in Section 6.1.

9.8 Termination of Easements. Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project or other development within the area of future development. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement will be effected by recording an appropriate amendment to this Master Deed.

ARTICLE X

UNIT IMPROVEMENTS OR ALTERATIONS

10.1 Unit Improvements or Alterations. The only improvements permitted to be constructed within a Unit by any Co-owner other than the Developer are a single family residence and associated improvements as contemplated and permitted by the Condominium Bylaws. A Co-owner may make improvements or alterations to the residence within a Condominium Unit that do not 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 Unit, subject to the approval of the Developer as provided in Sections 4.5 and 4.6 of the Bylaws during the Development Period, and thereafter subject to the approval of the Association.

ARTICLE XI

UNIT BOUNDARY RELOCATIONS

11.1 Unit Boundary Relocation. If the Developer is the owner of adjoining Condominium Units and desires to relocate the boundaries between those Units, then the Developer may, without the consent of other Co-owners or the Association, amend this Master

Deed to relocate such boundaries as desired by the Developer. If nondeveloper Co-owners owning adjoining Units, or a nondeveloper Co-owner and Developer owning adjoining Condominium Units desire to relocate the boundaries between those Units, then the Board of Directors of the Association will, upon written application of the Co-owners, accompanied by the written approval of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

11.2 Master Deed Amendment. An amendment to this Master Deed relocating Unit boundaries will identify the Condominium Units involved; will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof; will contain conveyancing between those Co-owners; will reassign the aggregate percentage of value assigned to those Condominium Units in Article V between those Condominium Units if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 13.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 13.1(j).

ARTICLE XII

SUBDIVISION OF UNITS

12.1 Unit Subdivision. If the Developer desires to subdivide any Condominium Unit owned by Developer, then the Developer may amend this Master Deed duly subdividing the Condominium Unit. If the Co-owner of a Condominium Unit desires to subdivide the Condominium Unit, then the Board of Directors of the Association will, upon written application of the Co-owner, accompanied by the written approval of the Developer during the Development Period and by the written approval of all mortgagees of the Unit, forthwith prepare an amendment to this Master Deed duly subdividing the Condominium Unit.

12.2 Master Deed Amendment. An amendment to this Master Deed subdividing a Unit will identify the Condominium Unit being subdivided; will state that the Condominium Unit is being subdivided at the request of its Co-owner; will assign new identifying numbers to the new Condominium Units created by the subdivision; will assign to those Condominium Units a percentage of value determined in accordance with Article V; and will be executed by the Co-owner of the Unit being subdivided. The new Condominium Units will jointly share all rights, and will be equally liable, jointly and severally, for all obligations with regard to any Limited Common Elements assigned to the subdivided Condominium Unit except to the extent that an amendment will provide that portions of any Limited Common Element assigned to the subdivided Condominium Unit exclusively should be assigned to any, but less than all, of the new Condominium Units. The Association will execute and record any amendment by the Association subdividing a Unit after notice given pursuant to Section 13.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 13.1(j).

ARTICLE XIII

AMENDMENT

13.1 Amendment. Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including **Exhibits A** and **B** be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, 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, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any Unit affected by the change.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if they will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. A Co-owner will have one vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one vote for each Unit mortgaged to the mortgagee. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to nondeveloper Co-owners, by consent established by the vote of the Co-owner by any voting method described in Article XI of the Bylaws. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots under the procedures of Section 90A of the Act. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change.

(c) Legal Compliance. Amendments may be made without the consent of Co-owners or mortgagees by the Developer, 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, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-owner Consents. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified

without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(e) Mortgagee Consents. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments only under the following circumstances:

(i) Termination of the Condominium Project.

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

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

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

(v) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(vi) The partial or complete modification, imposition, or removal of leasing restrictions for Units.

(f) Developer Rights to Amend. The restrictions contained in this Article XIII on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed, such as in Section 4.2 and Articles VI, VII, VIII, IX, X, XI and XII.

(g) Consolidating Master Deed. A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of documents all successive stages of development. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion, contraction, conversion or other amendment of the Condominium Project occurs, no Consolidating Master Deed need be recorded.

(h) Power of Attorney. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously

consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including the Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(i) **Developer Consent.** This Master Deed may not be modified during the Development Period without the written consent of the Developer. The easement rights of the Developer created under Article IX may never be modified without the written consent of the Developer.

(j) **Notice.** Co-owners will be notified of proposed amendments not less than ten days before the amendment is recorded.

(k) **Costs.** A person causing or requesting an amendment to the Condominium Documents will 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.

(l) **Recording.** All amendments will be effective upon recording in the office of the Ottawa County Register of Deeds.

(m) **Binding.** A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XIV

ASSIGNMENT

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

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

MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation

By: _____
James J. Rosloniec
Its President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 18th day of May, 2015, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires 03-11-2016
Acting in the County of Kent

This Master Deed Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Avenue NW, Suite 1100
Grand Rapids, Michigan 49503
(616) 732-5000

Return to draftsman after recording.

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THE COTTAGES AT POINT WEST
EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Association of Co-owners. The Cottages at Point West, a residential Condominium Project located Park Township, Ottawa County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, or the improvements constructed or to be constructed within the boundaries of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project will constitute receipts

affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis will be established in the budget and should be funded as part of the regular annual assessment as set forth in Section 2.3 below rather than by special assessments. On the Transitional Control Date, the reserve fund will, at a minimum, be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this section may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars ($5,000.00) annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 13.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those established in subsection (a) above or elsewhere in these Condominium Documents, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Five Thousand Dollars ($5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above or elsewhere in these condominium documents, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this

subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association, and the lien upon the Unit against which a special assessment is charged shall be deemed a mortgage lien.

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in advance in one annual payment (or in semi-annual, quarterly or monthly installments if the Board of Directors so determines), commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each payment of any assessment in default for ten or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum (or such higher rate allowed by law as the Board of Directors will determine) until each installment is paid in full. The Association may, pursuant to Section 20.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of assessments in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment; and third, to amounts in default in order of their due dates.

2.4 Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself or herself from liability for his or her 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 or her Unit.

2.5 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any assessment levied against the Co-owner's Unit, the Association will have the right to declare all assessments, including all unpaid installments of the annual assessment for the pertinent fiscal year, immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress

or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him or her. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement and either as a statutory lien or a mortgage lien or both. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. A foreclosure of the statutory lien shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action except the Association is entitled to interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her or their last known address, a written notice that one or more payments of assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Ottawa County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the delinquent Co-owner and will inform him or her that he or she may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his or her Unit.

2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for assessments that have priority over the first mortgage under Section 108 of the Act and except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit.) The Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

2.7 Developer's Responsibility for Assessments. The Developer of the Condominium will be responsible for payment of the monthly Association assessments for all Units owned by the Developer. For purposes of this Section 2.7, during the Development Period, there will be a presumption that there are a total of forty (40) Units in the Project and the Developer owns all Units not owned by other Co-owners.

2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority will be assessed in accordance with Section 131 of the Act.

2.9 Personal Property Tax Assessments of Association Property. The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon will be treated as expenses of administration.

2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, will be subject to Section 132 of the Act.

2.11 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, including interest, late charges, fines, costs and attorney fees. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments, interest, late charges, fines, costs and attorney fees as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit will be deemed satisfied; provided, however,

that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit will render any unpaid assessments, interest, late charges, fines, costs and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record (subject to exceptions referenced in Section 2.6).

ARTICLE III

USE RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions (with all referenced approvals and consents to be effective only if given in writing):

3.1 Residential Use. The Units are for single-family residential purposes only. There will not exist on any Unit at any time more than one residence. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half-way house, hospital, sanitarium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Unit. No improvement or structure whatever, other than a first class private residence with attached garage for not less than two cars and not more than four cars may be erected, placed, or maintained on any Unit except as provided in Section 3.7. No residence on any Unit will be used or occupied by other than a single family, its temporary guests and family servants and no residence on any Unit will be used for other than residential use.

3.2 Home Occupations. Although all Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, day care center, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

3.3 Lighting. No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on any Unit without prior written approval from the Developer during the Development Period and thereafter from the Association.

3.4 Signs. No signs or any advertising will be displayed on any Unit unless their size, form, and number are first approved in writing by the Developer during the Development Period and thereafter by the Association, including "For Sale" signs which are generally not expected to be permitted during the Development Period. A cottage or family name and address sign, the design of which will be approved by the Developer during the Development Period and thereafter by the Association, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

3.5 Exterior Changes. A landscaping plan will be submitted to Developer in accordance with and be subject to Sections 4.4 and 4.5 hereof. Any change in the physical appearance of the exterior of any residence as approved by the Developer for construction must have the prior written approval of the Developer during the Development Period and thereafter of the Association. This includes location of windows, exterior colors of buildings and significant landscaping changes. All such construction shall occur between Labor Day in the Fall and Memorial Day in the Spring, except for emergency repairs or maintenance or other special circumstances approved by the Association.

3.6 Antennae, Solar Panels and Satellite Dishes. Antenna, solar panel and satellite dish installation and location must be approved in writing by the Developer prior to construction during the Development Period and thereafter by the Association.

3.7 Outbuildings and Structures. Any outbuilding, structure or other improvement including, but not limited to, a barn, storage shed, temporary building, outbuilding, guest house, playhouse, tree house, dog run, pool or hot tub may be placed, erected or maintained on any Unit only with the prior written approval of the Developer during the Development Period and thereafter with the prior written approval of the Association provided in accordance with Sections 4.4 and 4.5.

3.8 Hazardous Materials and Fuel Storage Tanks. No Co-owner will bring environmentally hazardous materials onto the Condominium Property unless for domestic use at the Co-owner's residence in reasonable quantities limited to the immediate need. No oil or fuel storage tanks may be installed on any Unit and no more than ten (10) gallons of petroleum products may be stored on any Unit (not including fuel within the tanks of cars or other vehicles).

3.9 Pet Control. No animals, birds or fowl may be kept or maintained on the Condominium Property, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog may be permitted at any time outside a residence unless accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No person owning, harboring, or having in his possession any cat shall permit or allow such cat to run at large. No savage or dangerous animal or any reptile will be kept on the Condominium Property. Owners will have full responsibility for any damage to persons or property caused by his or her pet. Pets must be walked only in areas designated by the Association and must not be

curbed near buildings, walkways, shrubbery or other public space. The owner is required to properly dispose of the waste of his or her animal deposits on any property immediately after it is deposited. No dog which barks and can be heard on any frequent or continuing basis will be kept in any residence or elsewhere on the Condominium Property. Any person who causes or permits any animal to be brought or kept on the Condominium Property shall indemnify and hold harmless all other Co-owners and the Association for any loss, damage or liability which may be sustained as a result or the presence of such animal on the Condominium Property. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of the Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed concerning pets. In the event of any violation of this Section or the related Rules, the Board of Directors of the Association may assess fines for such violation in accordance with the Rules and in accordance with other duly adopted rules and regulations.

3.10 Garage Doors. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. Each garage door must have a functional remote controlled garage door opener attached to the garage door at all times.

3.11 Recreational and Commercial Vehicles. No house trailers, trailers, boats, camping vehicles, motorcycles, all terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Unit or adjoining areas, unless parked in a garage with the door closed or with the written consent of the Association. No inoperable or unlicensed vehicles of any type may be brought or stored upon any Unit, either temporarily or permanently, unless within a garage with the door closed. No trucks over 3/4 ton will be parked overnight on any Unit, except in an enclosed garage without the prior written consent of the Association. No snowmobiles, motorcycles or all terrain vehicles will be used on any Unit or any part of the Condominium Property without the prior written approval of the Association.

3.12 Parking. Under no circumstances will any vehicle be permitted to be parked anywhere on the Condominium Property except in garages; in the driveways to the extent the driveway will accommodate parking of vehicles perpendicular to the garage door without extending into any sidewalk or street; and in any Limited Common Element parking space. No parking is permitted on any walk or landscaped area, grassy areas or anywhere else not intended for cars. Parking will be subject to rules and regulations adopted by the Association.

3.13 Nuisances. No owner of any Unit will do or permit to be done any act or condition upon the Condominium Property which is illegal or which may be or is or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye (including exterior fire pits and exterior storage of firewood); nor will any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the

peace, quiet, comfort, or serenity of the occupants of surrounding Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Unit and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-owner of any Unit will fail or refuse to keep a Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any Co-owner of any Unit fails to mow at least four times each summer, then the Developer or the Association may enter upon the Unit and mow the Unit and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such mowing.

3.14 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week. The Association may adopt rules and regulations to control the stylc and size of the sanitary containers placed outside of fully enclosed areas for collection and/or may require specific pick-up times and/or specify a required contractor or contractors for all Co-owners to use for waste removal and/or recycling pick-ups.

3.15 Zoning. In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Park Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Park Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association.

3.16 Mineral Extraction. No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes.

3.17 Changes in Common Elements. Except as provided in Sections 4.4 and 4.5 with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the written approval of the Developer during the Development Period and thereafter of the Association.

3.18 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners. However, the Board may not adopt any rule or regulation in violation of the following provisions:

(a) **Equal Treatment.** Similarly situated Co-owners and occupants shall be treated similarly.

(b) **Speech.** Any rights of Co-owners and occupants under the United States or Michigan Constitutions determined by a federal or Michigan Court to be applicable to the Project to display political signs and symbols in or on their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(c) **Religious and Holiday Displays.** The rights of Co-owners to display religious and holiday signs, symbols, and decorations in their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Co-owners and occupants.

(d) **Household Composition.** No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to adopt rules limiting use of Units to single family residential use and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair share use of the Common Elements.

(e) **Activities Within Unit.** No rule shall interfere with the activities carried on within the confines of Units, except that the Association may prohibit activities not normally associated with property restricted to single family residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Co-owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

(f) **Alienation.** No rule shall prohibit transfer of any Unit, or require consent of the Association for transfer of any Unit, that would cause a delay in the transfer for any period longer than thirty (30) days. The Association shall not impose any fee on transfer of any Unit greater than an amount reasonably based on the costs to the Association of the transfer.

(g) **Reasonable Rights to Develop.** No rule or action by the Association shall unreasonably impede Developer's right to develop the Project and adjoining property.

(h) **Abridging Existing Rights.** If any rule would otherwise require Co-owners to dispose of personal property located at the Project which they owned and were permitted to have at the Project prior to adoption of the rule, such rule shall not apply to any such Co-owners without their written consent.

ARTICLE IV

BUILDING RESTRICTIONS

4.1 Minimum Square Footage. Residences will be at least two (2) stories constructed with a fully enclosed floor area of not less than one thousand eight hundred (1,800) square feet, exclusive of garage and open porches.

4.2 Driveways. No Unit will be used for residential purposes unless the driveway is surfaced with an asphalt, bitumen, concrete or brick pavement.

4.3 Architectural Style. The height of any building will not be more than two and one-half stories from the top of the foundation wall. No geodesic dome, berm house, pre-fabricated home, modular home, mobile home, or above-ground pool will be erected on any of the Units without the prior written approval of the Developer during the Development Period and thereafter of the Association.

4.4 Approval of Plans. The Developer reserves the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these Bylaws as the Developer will deem necessary and proper. No building, wall, or other improvement or landscaping will be placed upon a Unit unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan including elevations have the prior written approval of the Developer and no changes or deviations in or from such plans, specifications and site plan as approved will be made without the prior written consent of the Developer. The architecture of the dwelling and landscaping located on any Unit should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within The Cottages at Point West.

Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Along with the plans and specifications, the Co-owner will submit the name of its proposed builder for approval. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Property after construction or alteration to a condition satisfactory to the Developer. Developer may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail by either a licensed builder or architect or landscape architect in the case of landscaping. No landscaping may be commenced prior to submission and approval of landscaping plan by the Developer. Each such building, wall, or structure will be placed on a Unit only in accordance with the plans and specifications and plot plan as approved by the Developer. The Developer may refuse approval of plans and specifications on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seem sufficient. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of the Developer. If the Developer fails to approve or disapprove any plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that no building or other improvement will be made which violates any of

these Bylaws or the Planned Unit Development. The Developer will not be responsible for any defects in plans or specifications approved by Developer or in any building or structure erected according to such plans and specifications or in any changes in drainage resulting from such construction.

Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents which the Developer cannot waive.

4.5 Approved Contractor and Construction Process. Except as otherwise approved by Developer in writing, all construction of all buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer during the Development Period and thereafter by the Association and shall be done in accordance with plans approved pursuant to Section 4.4. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. In any event, all construction must be completed within twelve (12) months from the start thereof, and all landscaping must be completed within six (6) months from substantial completion of the building, provided that the Developer may extend such time(s) when in Developer's opinion conditions warrant an extension. Construction of all other improvements including pools and landscaping will be done by contractors approved in writing by the Developer during the Development Period and thereafter by the Association. The design and general quality of all construction and landscaping shall be first class.

4.6 Damage to Private Road or Utilities. Any damage to any private road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer.

4.7 Walls and Fences. All walls or fences constructed on any Unit by the Developer or with approval of the Developer will be maintained with the same height, type, design, and location unless any change is approved in writing by the Developer in its sole discretion during the Development Period and thereafter by the Association. The heights or elevations of any wall or fence will be measured from the existing elevations of the property at or along the applicable points or lines.

4.8 Occupancy. No building erected upon any Unit will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor will any residence, when completed, be in any manner occupied until made to comply with the approved plans and all of these Bylaws.

4.9 Elevations. Elevations of all construction must comply with applicable building codes and federal flood insurance. No substantial changes in the elevations of the land will be made on a Unit without the prior written consent of the Developer during the Development Period and thereafter by the Association. Any change which materially affects the surface elevation, grade or drainage of the surrounding Units will be considered a substantial change.

4.10 Soil from Excavation. All soil to be removed from any of the Units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Unit Co-owner's expense.

4.11 Water Systems. No individual water supply system will be permitted on a Unit, except solely for irrigation purposes, swimming pools, or other non-domestic uses on the Unit.

4.12 Septic Systems. No septic systems or drain fields will be permitted on any Unit.

ARTICLE V

SETBACKS AND BUILDING LINES

5.1 Buildings. For the purpose of this Article V, building will mean the main residence, the garage, and related outbuildings and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and the like, but will not include open pergolas; uncovered porches; open terraces; stoops; steps; or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of the main building.

5.2 Setback Lines. No building will be erected on any other Unit nearer to the street line or to either side Unit boundary, or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Unit Development, which is in effect at the time of the contemplated construction of any building unless a variance for such setback is obtained from the Zoning Board of Appeals of Park Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association.

ARTICLE VI

LEASING AND RENTAL

6.1 Right to Lease. A Co-owner may lease his or her Unit for the same purposes set forth in Section 3.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection 6.2(a) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will without the prior written approval of the Developer or the Association lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents, including the Rules and Regulations which contain additional restrictions on leasing and rentals. The Developer may lease any number of Units in the Condominium at its discretion for such term or terms as Developer determines.

6.2 Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

(a) A Co-owner, including the Developer, desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Unit to a potential tenant and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential tenant, along with the rental amount and due dates under the proposed agreement.

(b) Tenants or non-Co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements will so state.

(c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(i) The Association will notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner will have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not 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 for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same 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 subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) Initiate proceedings pursuant to subsection 6.2(c)(iii).

ARTICLE VII

MORTGAGES

7.1 Notice to Association. Any Co-owner who mortgages his or her Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

7.2 Insurance. The Association will 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.

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

7.4 Unit Mortgage Foreclosure. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of notice; and a description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

ARTICLE VIII

INSURANCE

8.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable,

pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance will be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance will be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** All General Common Elements of the Condominium Project will be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association will be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium will be required as provided in Article IX of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

8.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by acceptance of a deed, land contract, or other conveyance, does thereby appoint the Association as his or her true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as are necessary or convenient to the accomplishment of the foregoing.

8.3 Responsibilities of Co-owners. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her residence and all other improvements constructed or to be constructed within the boundaries of his or her Condominium Unit, together with all Limited Common Elements appurtenant to his or her Unit, whether located within or outside the boundaries of his or her

Unit, and for his or her personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also will be obligated to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of his or her Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and for alternative living expense in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 8.3 or any liability to any person for failure to do so.

8.4 Waiver of Right of Subrogation. The Association and all Co-owners will use their best efforts to cause all property and liability insurance carried by the Association or any Co-owners to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

8.5 Officers' and Directors' Insurance. The Association may carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as the Board deems appropriate.

ARTICLE IX

RECONSTRUCTION OR REPAIR

9.1 Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged, the determination of whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If all or any significant portion of a General Common Element is so damaged as to make the General Common Element unusable without rebuilding or restoring it, the General Common Element will be rebuilt unless eighty percent (80%) or more of the Co-owners agree, within forty-five (45) days after the destruction, not to rebuild the General Common Element, in which case the entire relevant portion of the General Common Element will be removed. If, however, the General Common Element which is damaged is a roadway providing ingress and egress to one or more Units or is used for providing utility services to one or more Units, the General Common Element will be rebuilt unless the eighty percent (80%) or more of the Co-owners agreeing not to rebuild the General Common Element includes the Co-owners of all such Units.

(b) Limited Common Elements, Residences and Other Improvements. If a Limited Common Element, residence, or other improvement constructed within the boundaries of a Unit is damaged, the Co-owner of the Unit will rebuild and restore the damage or will

completely remove the Limited Common Element, residence and/or improvement, restoring the land with sod and landscaping in accordance with plans and approved as required by Section 3.6.

9.2 Repair in Accordance with Plans and Specifications. Any such reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for each residence in the Project. Any repairs or replacements must be approved by the Developer during the Development Period and by the Association thereafter.

9.3 Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to the residence or other improvement constructed within the boundaries of a Unit, or to a Limited Common Element appurtenant thereto which is the responsibility of a Co-owner to maintain and repair, it will be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair will be that of the Association.

(b) Damage to Interior of Residence. Each Co-owner will be responsible for the reconstruction, repair and maintenance of the interior of the residence constructed within the boundaries of his or her Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to a residence or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair will be the responsibility of the Association in accordance with Section 9.4. If and to the extent that any residence is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner will be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds will be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association will promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(c) Notification of Institutional Holder of First Mortgage. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association will promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

9.4 Association Responsibility for Repair. Except as otherwise provided in Section 9.3 above and in the Master Deed, the Association will be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association will obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment will 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.

9.5 Timely Reconstruction and Repair. If damage to Common Elements or the residence or other improvements constructed within the boundaries of a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof will proceed with replacement of the damaged property without delay, and will complete such replacement within six months after the date of the occurrence which caused damage to the property.

9.6 Eminent Domain. Section 133 of the Act and the following provisions will control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the boundaries thereof) by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his or her mortgagee, they will be divested of all interest in the Condominium Project. In the event that any condemnation award will become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award will be paid by the condemning authority to the Co-owner and his or her mortgagee, as their interests may appear.

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project will be re-surveyed and the Master Deed amended accordingly, and, if any Unit will have been taken, then Article V of the Master Deed will also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by a Co-owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

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

9.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars ($10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars ($1,000.00).

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

ARTICLE X

VOTING

10.1 Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

10.2 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 10.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit with a completed residence which the Developer owns.

10.3 Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

10.4 Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium

Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

10.6 Majority. A majority, except where otherwise provided herein, will consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE XI

MEETINGS

11.1 Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association will be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

11.2 First Annual Meeting. The First Annual Meeting may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the Units in The Cottages at Point West that have been created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five percent (75%) in number of all Units that have been created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the project, whichever first occurs. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least ten days written notice thereof will be given to each Co-owner. The phrase "Units that have been created" as used in this Section and elsewhere in the Condominium Documents refers to the number of Units in the Condominium at the time of each percentage determination which are not subject to redetermination once a threshold has been crossed.

11.3 Annual Meetings. Annual meetings of the Association will be held in each succeeding year after the year in which the First Annual Meeting is held at such time and place

as will be determined by the Board of Directors; provided, however, that a second annual meeting will not be held sooner than eight months after the date of the First Annual meeting. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

11.4 Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

11.5 Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 10.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

11.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

11.7 Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meeting or special meeting held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

11.8 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 11.5 for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of

ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

11.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

11.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE XII

ADVISORY COMMITTEE

12.1 Advisory Committee. Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three nondeveloper Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the nondeveloper Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the nondeveloper Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-owners.

ARTICLE XIII

BOARD OF DIRECTORS

13.1 Number and Qualification of Directors. The Board of Directors will be comprised of three members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. No member of the Board of Directors of the Macatawa Park Cottagers' Association, a Michigan non-profit corporation,

may also serve as a Director of the Association while serving on that Board. Directors will serve without compensation.

13.2 Election of Directors.

(a) First Board of Directors. The first Board of Directors will be composed of the three persons designated by the Developer and such first Board of Directors or its successors as designated by the Developer will manage the affairs of the Association until the election of the first nondeveloper Co-owners to the Board. Elections for nondeveloper Co-owner Directors will be held as provided in subsection (b) below.

(b) Appointment of Board of Directors. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of twenty-five percent (25%) of the Units that may be created, one of the three Directors will be selected by nondeveloper Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the nondeveloper Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he or she is removed pursuant to Section 13.7 or he or she resigns or becomes incapacitated.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the nondeveloper Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the nondeveloper Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of

Directors multiplied by the percentage of Units held by the nondeveloper Co-owners under subsection (b) results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the nondeveloper Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate one member as provided in subsection (i).

(iv) At the First Annual Meeting two Directors will be elected for a term of two years and one Director will be elected for a term of one year. At such meeting all nominees will stand for election as one slate and the two persons receiving the highest number of votes will be elected for a term of two years and the one person receiving the next highest number of votes will be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors will be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director will be two years. The Directors will hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the

13.3 Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners.

13.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

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

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

(d) To rebuild improvements after casualty.

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

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(h) To make rules and regulations in accordance with Article III, Section 3.18 of these Bylaws.

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

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

13.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Sections 13.3 and 13.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

13.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among nondeveloper Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by nondeveloper Co-owners and will be filled in the manner specified in Section 2(b) of this Article.

13.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all of

the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal thirty-five percent (35%) requirement set forth in Section 10.4. Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

13.8 First Meeting. The first meeting of a newly elected Board of Directors will be held within ten days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

13.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time to time by a majority of the Directors, but at least two such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or telegraph at least ten days prior to the date named for such meeting.

13.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally, by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

13.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

13.12 Adjournment. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof will constitute the presence of such Director for purposes of determining a quorum.

13.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date

will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

13.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE XIV

OFFICERS

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

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

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

(c) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

14.2 Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

14.3 Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

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

ARTICLE XV

FINANCE

15.1 Records. The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited or reviewed at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration.

15.2 Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year will be subject to change by the Directors for accounting reasons or other good cause.

15.3 Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest bearing obligations of the United States government.

ARTICLE XVI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceedings to which he or she may be a party or in

which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled, including indemnification under the Articles of Incorporation of the Association. At least ten days prior to payment of any indemnification, whether under this section or under the Articles of Incorporation of the Association, the Board of Directors shall notify all Co-owners of the payment.

ARTICLE XVII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVIII

COMPLIANCE

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

ARTICLE XIX

ARBITRATION

19.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent will include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, will be submitted to arbitration and the parties thereto will accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter will be applicable to any such arbitration.

19.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 19.1 above, no Co-owner or the Association will be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

19.3 Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration will preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE XX

REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

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

20.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Developer and Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

20.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents will give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

20.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 11.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Section 11.5, and an opportunity for such Co-owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines will be considered levied as part of the assessment against the Unit and Co-owner by the Association and may be collected in the same manner as provided in Article II of these Bylaws. No fine will be levied for the first violation. No fine will exceed Twenty-Five Dollars ($25.00) for the second violation, Fifty

Dollars ($50.00) for the third violation or One Hundred Dollars ($100.00) for any subsequent violation.

20.5 Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

20.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

20.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

21.1 Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in these Bylaws will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer will have the right throughout the entire Development Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer will restore the areas so utilized to habitable status upon termination of use.

21.2 Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period notwithstanding that it may no longer own a Unit in the Condominium,

which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

21.3 Waivers. Notwithstanding anything to the contrary in these Bylaws, the Developer, in the sole discretion of the Developer, may waive or permit reasonable modifications of the provisions of Articles III, IV, and V of these Bylaws as applicable to particular Units.

21.4 Assignment and Succession. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements and rights to create easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

OPTION TO REPURCHASE

22.1 Right of First Refusal. In the event that a Co-owner desires to sell, transfer, assign or convey the Unit to another party within a period of five years from the date that the Co-owner accepts a deed or land contract to the Unit from the Developer, the Developer shall have an option to repurchase the Unit from the Co-owner for a purchase price at the lesser of the price for which the Co-owner proposes to transfer the Unit to another party or the purchase price paid by the Co-owner or his predecessor(s) to the Developer. The Developer shall have a period of thirty (30) days from the date that the Co-owner notifies the Developer of Co-owner's intended sale, transfer or other disposition of the Unit in which to elect to repurchase the Unit. The purchase shall be closed within 10 days from the date of the notice of election by the Developer to the Co-owner of the purchase price and delivery by the Co-owner to the Developer of a warranty deed free and clear of all liens and encumbrances. The notice shall be given by the Co-owner by written notice to the Developer. This option shall run with the land and in the event that it is breached by the Co-owner, the Developer will have the right to acquire said Unit from the subsequent purchaser on the same price terms, commencing on the date the Developer learns of such transfer and expiring ninety (90) days thereafter. If the Co-owner is an entity, the

transfer of more than 50% in interest of its beneficial interest will be deemed a transfer of the Unit.

22.2 Transfers to Family Members. The option to repurchase on transfer under this Article shall not apply to a transfer during Co-owner's lifetime to such Co-owner's spouse, children, grandchildren or other family members nor to a trust whose sole beneficiaries are the Co-owner, the Co-owner's spouse, children and/or grandchildren. The option to repurchase on transfer under this Article shall also not apply to a transfer resulting from a Co-owner's death. However, all such transferees will own the Unit subject to the continuing option to repurchase of this Article XXII.

22.3 Modification. The provision of this Article XXII may be waived in writing by Developer or modified by a written agreement between the Co-owner and the Developer.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

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

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

23.3 Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 2905 Lucerne SE, Grand Rapids, Michigan 49546, 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 or her by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

23.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Article of the Master Deed entitled "Amendment".

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

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

(b) these Bylaws;

(c) the Articles of Incorporation of the Association; and

(d) the Rules and Regulations of the Association.

312524_5

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED MAY 6, 2015. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 1.

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

EXHIBIT "B"

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD ASSOCIATES SURVEYING, INC.
ENGINEERING – LAND PLANNING –SURVEYING
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

DESCRIPTION

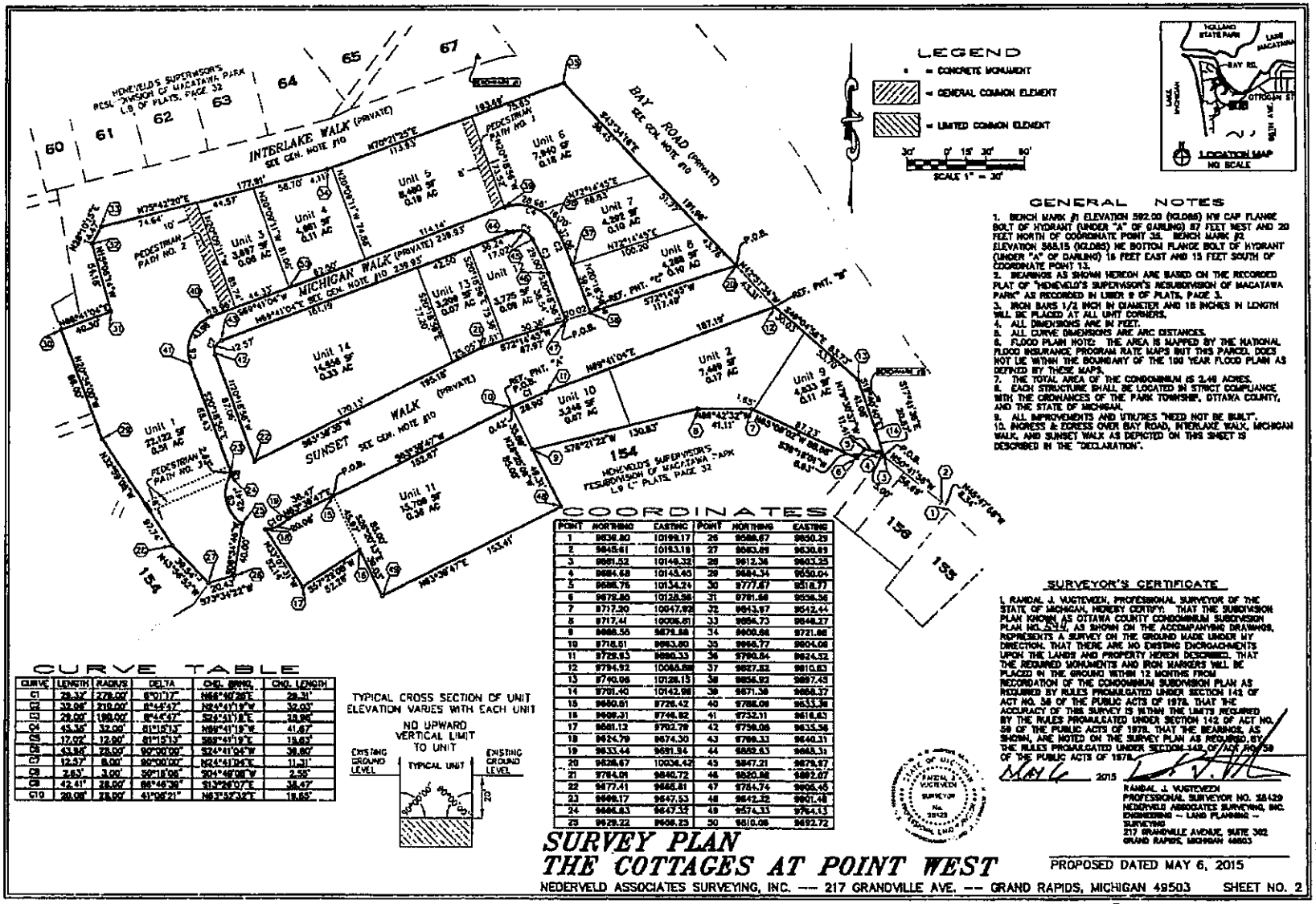
Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Heneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 56.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S39°18'01"W 8.93 feet; thence N85°09'02"W 88.88 feet; thence N89°42'32"W 41.11 feet; thence S76°21'22"W 130.83 feet; thence N28°25'08"W 35.69 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'08", and a chord bearing N66°43'01"E 28.89 feet; thence N69°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).
ALSO
Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N63°52'32"E 19.65 feet; thence N63°39'47"E 36.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).
ALSO
Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S69°41'04"W 239.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.63 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°16'08", and a chord bearing S04°49'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'39", and a chord bearing S13°25'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°56'52"W 39.54 feet; thence N32°58'05"W 97.74 feet; thence N20°34'00"W 88.00 feet; thence N69°41'04"E 40.30 feet; thence N15°08'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.89 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'16"E 191.98 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning.
ALSO
Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 87.97 feet; thence S63°39'35"W 195.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).
ALSO
Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N28°25'08"W 85.00 feet to the Point of Beginning.
Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0018581 ("DECLARATION")

SHEET INDEX

* 1. COVER SHEET
* 2. SURVEY PLAN
* 3. SITE PLAN
* 4. PUD REFERENCE PLAN
* 5. EASEMENT PLAN
* 6. UTILITY PLAN

PROPOSED DATED MAY 6, 2015

COVER SHEET
SHEET NO. 1



GENERAL NOTES

1. BENCH MARK #1 ELEVATION 592.00 (NGVD88) NW CAP FLANGE BOLT OF HYDRANT (UNDER "A" OF DARLING) 87 FEET WEST AND 20 FEET NORTH OF COORDINATE POINT 38. BENCH MARK #2 ELEVATION 568.15 (NGVD88) NE BOTTOM FLANGE BOLT OF HYDRANT (UNDER "A" OF DARLING) 16 FEET EAST AND 13 FEET SOUTH OF COORDINATE POINT 13.
2. BEARINGS AS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF "NEDERVELD'S SUPERVISOR'S RESUBDIVISION OF MACATAWA PARK" AS RECORDED IN LIBER 9 OF PLATS, PAGE 3.
3. IRON BARS 1/2 INCH IN DIAMETER AND 18 INCHES IN LENGTH WILL BE PLACED AT ALL UNIT CORNERS.
4. ALL DIMENSIONS ARE IN FEET.
5. ALL CURVE DIMENSIONS ARE ARC DISTANCES.
6. FLOOD PLAIN NOTE: THE AREA IS MAPPED BY THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS BUT THIS PARCEL DOES NOT LIE WITHIN THE BOUNDARY OF THE 100 YEAR FLOOD PLAIN AS DEFINED BY THESE MAPS.
7. THE TOTAL AREA OF THE CONDOMINIUM IS 2.48 ACRES.
8. EACH STRUCTURE SHALL BE LOCATED IN STRICT COMPLIANCE WITH THE ORDINANCES OF THE PARK TOWNSHIP, OTTAWA COUNTY, AND THE STATE OF MICHIGAN.
9. ALL IMPROVEMENTS AND UTILITIES "NEED NOT BE BUILT".
10. INGRESS & EGRESS OVER BAY ROAD, INTERLAKE WALK, MICHIGAN WALK, AND SUNSET WALK AS DEPICTED ON THIS SHEET IS DESCRIBED IN THE "DECLARATION".

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	29.33'	278.00'	6°02'17"	N66°40'26"E	29.31'
C2	32.06'	210.00'	8°44'42"	N24°41'19"W	32.03'
C3	28.00'	189.00'	8°4'5.4"	S24°41'19"E	28.06'
C4	45.36'	32.00'	81°13'13"	N88°41'19"W	41.67'
C5	17.02'	12.00'	81°13'13"	S88°41'19"E	15.62'
C6	43.84'	28.00'	90°00'00"	S24°41'04"W	39.80'
C7	12.57'	8.00'	90°00'00"	N24°41'04"E	11.31'
C8	2.63'	3.00'	50°18'08"	S04°48'08"W	2.55'
C9	42.41'	28.00'	86°46'38"	S13°26'07"E	38.47'
C10	20.08'	28.00'	41°05'21"	N81°53'42"E	19.65'

TYPICAL CROSS SECTION OF UNIT ELEVATION VARIES WITH EACH UNIT

NO UPWARD VERTICAL LIMIT TO UNIT

COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	9636.80	10199.17	26	9588.67	9850.39
2	9645.61	10153.18	27	9663.69	9830.63
3	9681.52	10149.32	28	9812.36	9863.25
4	9686.68	10143.45	29	9684.34	9850.04
5	9686.76	10134.74	30	9777.87	9818.77
6	9678.80	10128.38	31	9781.88	9836.36
7	9717.30	10047.92	32	9843.97	9842.44
8	9717.41	10006.81	33	9854.73	9848.27
9	9686.55	9879.88	34	9900.84	9721.86
10	9716.51	9983.90	35	9868.77	9804.08
11	9728.93	9880.33	36	9790.84	9824.52
12	9794.92	10068.88	37	9827.82	9810.63
13	9740.06	10128.15	38	9856.92	9887.45
14	9701.40	10142.98	39	9871.36	9868.37
15	9650.61	9726.42	40	9788.09	9833.36
16	9689.31	9746.82	41	9752.11	9818.63
17	9681.12	9702.79	42	9758.08	9833.58
18	9624.79	9674.30	43	9788.33	9840.31
19	9633.44	9691.94	44	9852.83	9868.31
20	9626.67	10034.42	45	9847.21	9879.67
21	9784.09	9840.72	46	9820.88	9882.07
22	9677.41	9846.81	47	9784.74	9908.45
23	9696.17	9847.53	48	9842.32	9901.48
24	9686.83	9847.32	49	9574.33	9764.13
25	9629.22	9908.23	50	9810.08	9892.72

SURVEYOR'S CERTIFICATE

I, RANDAL J. VUGTEVEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 514, 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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.

May 6, 2015

RANDAL J. VUGTEVEEN
PROFESSIONAL SURVEYOR NO. 38439
NEDERVELD ASSOCIATES SURVEYING, INC.
ENGINEERING -- LAND PLANNING -- SURVEYING
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

SURVEY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED MAY 6, 2015

NEDERVELD ASSOCIATES SURVEYING, INC. --- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503 SHEET NO. 2

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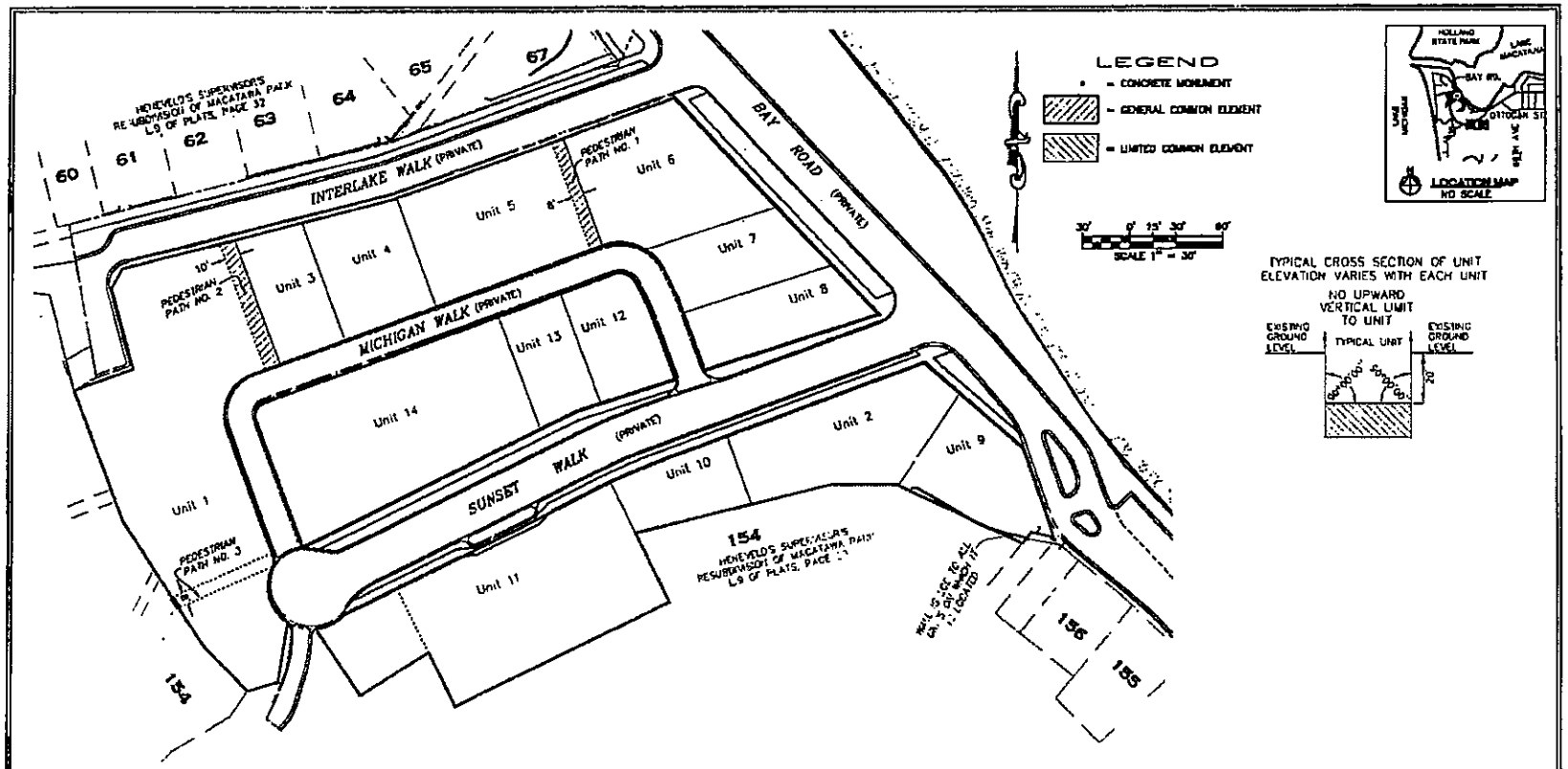

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

SITE PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED MAY 6, 2015

NEDERVELD ASSOCIATES SURVEYING, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503 SHEET NO. 3

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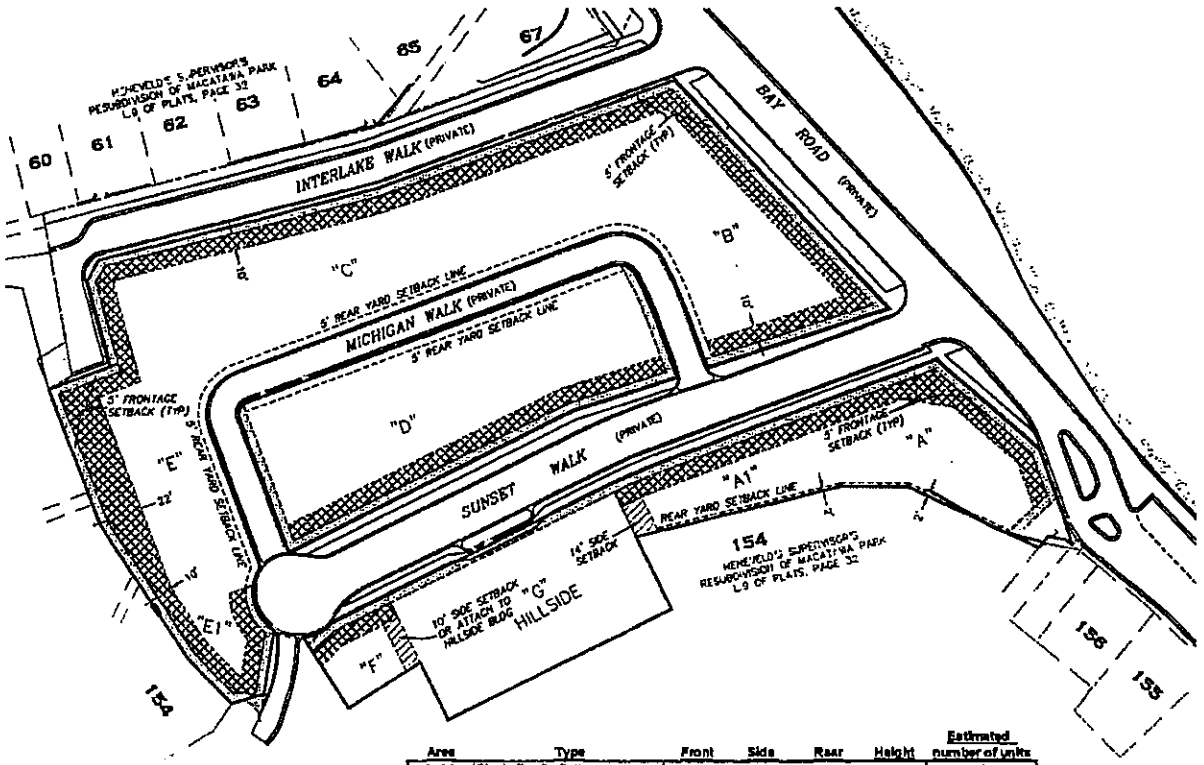

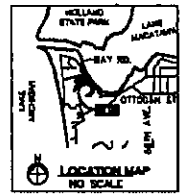

SCALE 1" = 30'

= BUILD-TO-ZONE AT FRONTAGE

Area	Type	Front	Side	Rear	Height	Estimated number of units
A, A1	Single Family Cottages	See Final PUD Plan & Architectural Pattern for Macatawa Cottage Style				4
B	Single Family Cottages					4
C	Single Family Cottages					6
D	Single Family Cottages					7
E, E1	Flex Area - Possible Attached	See Final PUD Plan & Architectural Pattern for Megatawa Cottage Style				3 to 8
F	Flex Area - Possible Attached					1 or 2
G	Hillside	5'	0	0	See Plan	6 to 18

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

NOTE:
A1, E1 & F MEET THE ARCHITECTURAL PATTERN FOR MACATAWA COTTAGE STYLE EXCEPT A GARAGE FACING THE PRINCIPAL FRONTAGE MAY BE CONSTRUCTED PROVIDED THAT ITS FRONT WALL DOES NOT EXTEND PAST THE FRONT WALL OF THE HOUSE. GARAGE IS NOT REQUIRED TO MEET TRANSPARENCY REQUIREMENTS.

PUD REFERENCE PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED MAY 6, 2015

NEDERVELD ASSOCIATES SURVEYING, INC. --- 217 GRANDVILLE AVE. --- GRAND RAPIDS, MICHIGAN 49503 SHEET NO. 4

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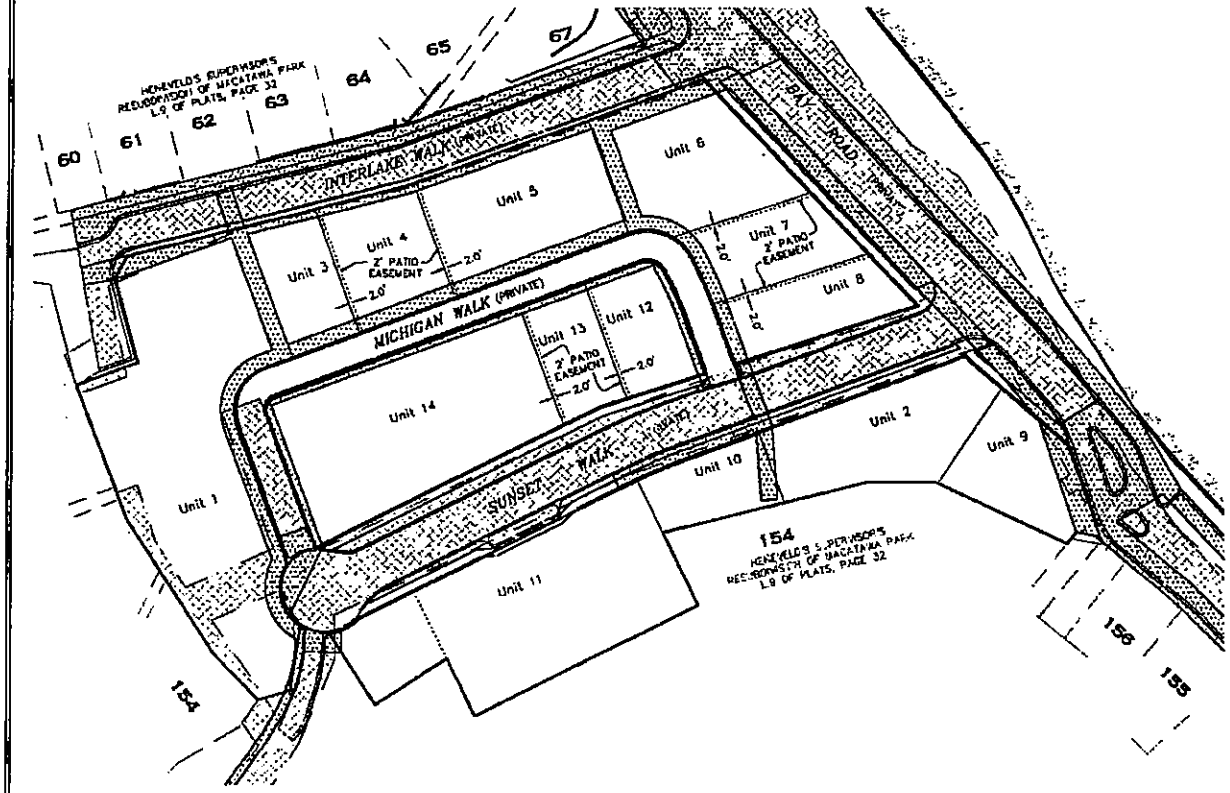
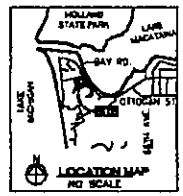




LEGEND

= UTILITY ESMT AS RECORDED IN INST. NO 2013-0001513

= ESMT FOR PVT. UTILS AS RECORDED IN INST. NO.

30' 0' 15' 30' 60'
SCALE 1" = 30'

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

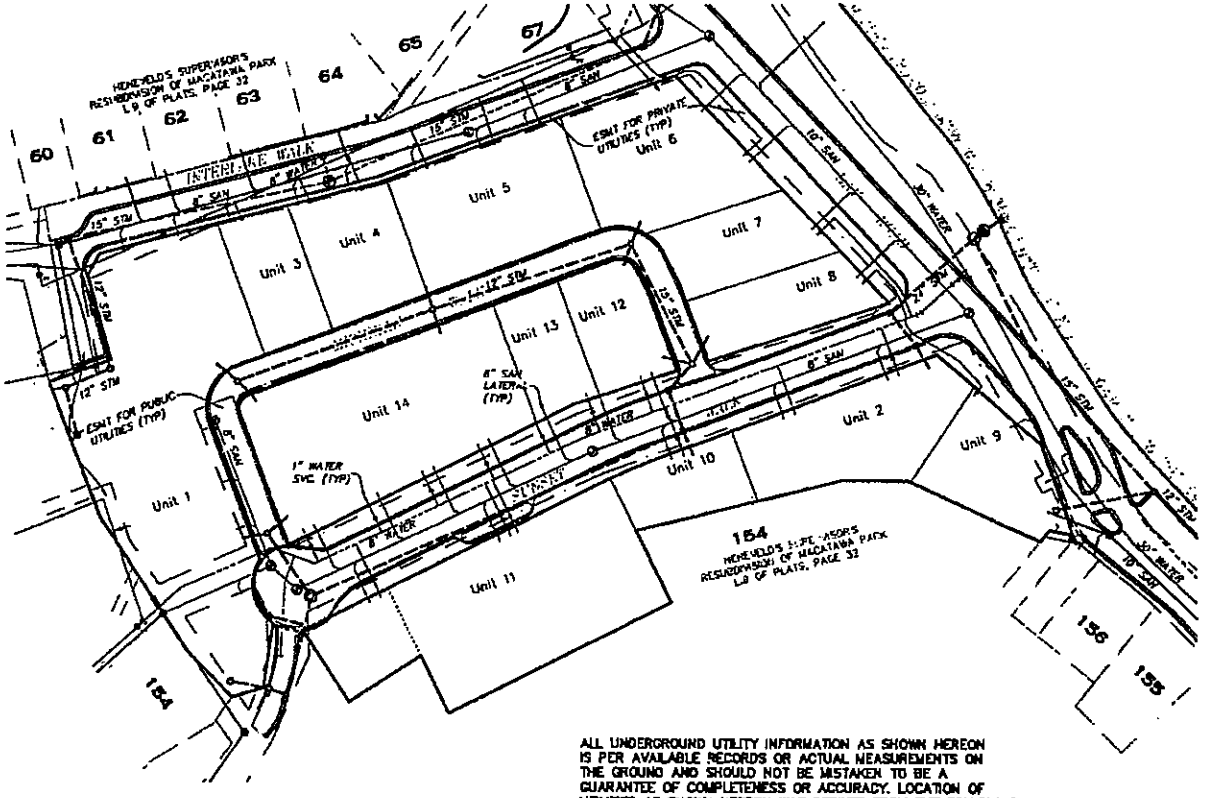
UTILITY NOTE
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

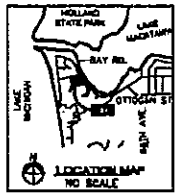
EASEMENT PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED MAY 6, 2015

NEDERVELD ASSOCIATES SURVEYING, INC. --- 217 GRANDVILLE AVE. --- GRAND RAPIDS, MICHIGAN 49503 SHEET NO. 5

© 2015 NEDERVELD, INC.





LEGEND

- ⊗ = WATER VALVE
- ◎ = DRAIN MANHOLE
- ▫ = CATCH BASIN
- Ⓢ = SANITARY MANHOLE

30' 0' 15' 30' 60'
SCALE 1" = 30'

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

———— = WATERMAIN	CITY OF HOLLAND B.P.W.
———— = SANITARY SEWER	CITY OF HOLLAND B.P.W.
- - - - - = TELEPHONE	AT&T
—— . —— = ELECTRIC	CONSUMERS ENERGY
- - - - = CABLE TV	CHARTER COMMUNICATIONS

NOTE:
ALL UTILITIES "NEED NOT BE BUILT"

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

UTILITY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED MAY 5, 2015

NEDERVELD ASSOCIATES SURVEYING, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503 SHEET NO. 6

© 2015 NEDERVELD, INC.

8
2018

8 6 6 9 5 9 2
Tx:4316208
10/3/2016 8:00:00 AM

2016-0037163
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
10/03/2016 AT 11:59 AM
AMEND TO MASTER DEED 40.00

FIRST AMENDMENT TO MASTER DEED OF THE COTTAGES AT POINT WEST

This First Amendment to Master Deed of The Cottages at Point West is made and executed on this 29th day of September, 2016, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated February 13, 2012, recorded February 25, 2012 as Instrument No. 2013-0009283, Ottawa County, Michigan records (the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act"); and

B. The Developer has the unilateral right without the consent of any co-owner or other person to amend the Master Deed to adjust boundary lines to create additional Units;

C. The Developer desires to amend the Master Deed as stated in this First Amendment to Master Deed.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 3, 4, 5, and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this First Amendment, be incorporated into Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

2. **Continuing Effect.** Except as amended and modified by this First Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this First Amendment to Master Deed as of the day and year first above written.

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 28th day of September, 2016, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public, Kent County, MI
My Commission Expires: 03.11.2022
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave., N.W. Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McShane & Bowie, P.L.C.
99 Monroe Ave., NW, Suite 1100
Grand Rapids, MI 49503

442147.doc

REPLAT NO. 2 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED AUGUST 29, 2016. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 2.

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

Ottawa County Treasurer's Office 10/3/16. The records in my office show no unpaid taxes or special assessments for the five tax years of 2015 and prior including taxes in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgments.
Bradley J. Slagh, Treasurer KS

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
800 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

EXHIBIT "B"

DESCRIPTION

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Heneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'56"W 58.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'56"W 6.00 feet; thence N79°30'37"W 11.41 feet; thence S30°18'01"W 8.93 feet; thence N65°09'02"W 86.86 feet; thence N69°42'32"W 41.11 feet; thence S76°21'22"W 130.83 feet; thence N28°25'08"W 35.69 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'05", and a chord bearing N65°43'01"E 28.89 feet; thence N68°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S46°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way). 70-15-33-394-010, 002, 009

ALSO

Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northwesterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N83°52'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).

ALSO Part of 70-15-33-394-011

Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.48 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.08 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S68°41'04"W 239.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.83 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°16'08", and a chord bearing S04°49'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'38", and a chord bearing S13°25'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°58'52"W 39.54 feet; thence N32°59'05"W 97.74 feet; thence N20°34'00"W 88.00 feet; thence N69°41'04"E 40.30 feet; thence N15°06'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.69 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'15"E 191.96 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning. 70-15-33-394-001, 003, 004, 005, 006, 007, 008

ALSO

Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 97.97 feet; thence S83°39'35"W 193.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N68°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 feet radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S89°41'19"E 13.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk). 70-15-33-394-012

ALSO

Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N26°25'08"W 85.00 feet to the Point of Beginning.
Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019969, ("DECLARATION") 70-15-33-394-011

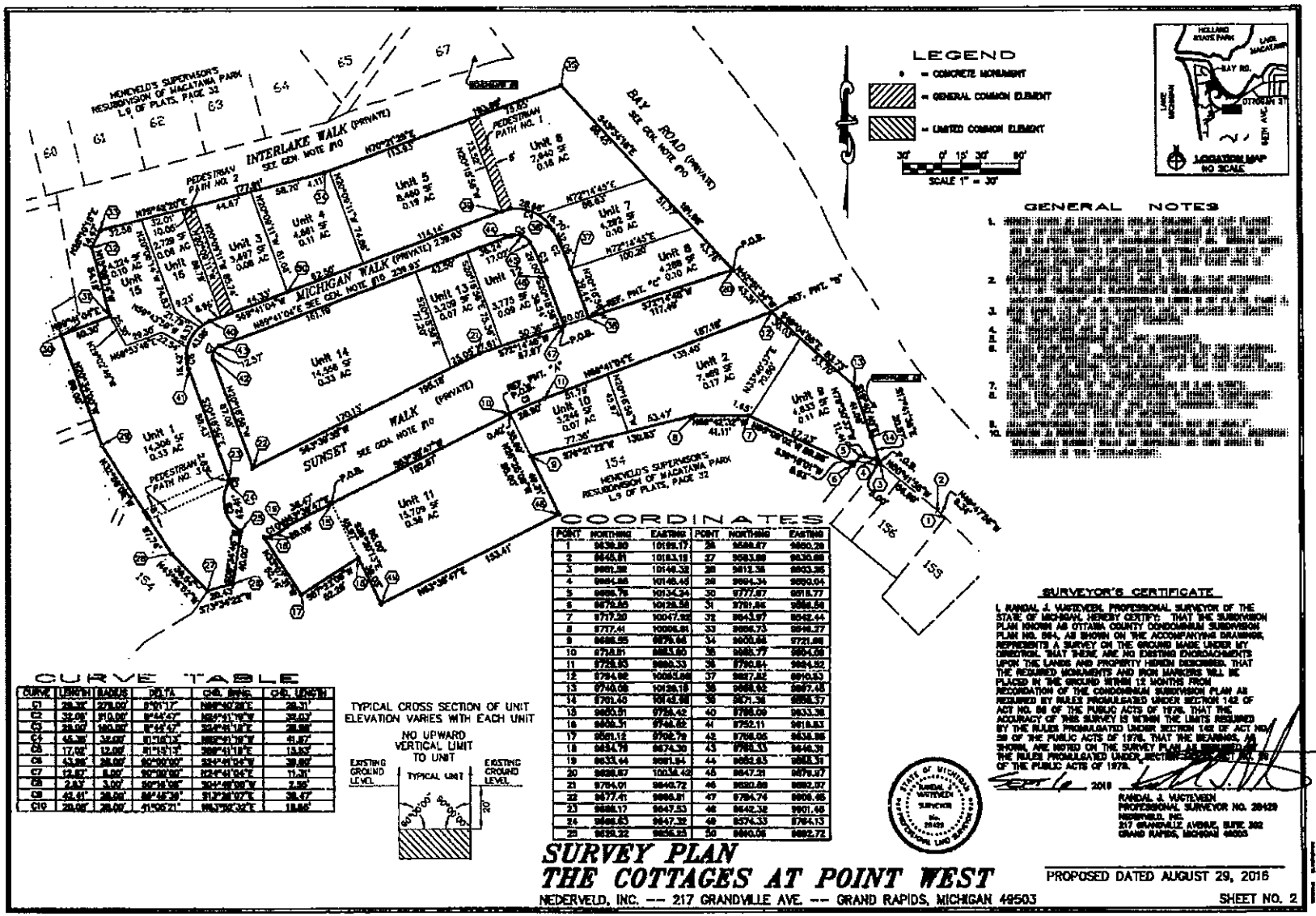
SHEET INDEX

* 1. COVER SHEET
* 2. SURVEY PLAN
* 3. SITE PLAN
* 4. PUD REFERENCE PLAN
* 5. EASEMENT PLAN
* 6. UTILITY PLAN

PROPOSED DATED AUGUST 29, 2016

STATE OF MICHIGAN — DANIEL J. NEDERVELD — LICENSED PROFESSIONAL SURVEYOR — No. 32455

COVER SHEET
SHEET NO. 1



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	28.31'	275.00'	5°53'17"	N86°40'26"E	28.31'
C2	32.06'	310.00'	5°44'47"	N85°41'16"W	32.03'
C3	28.00'	160.00'	9°44'47"	S84°18'16"E	28.00'
C4	45.38'	32.00'	81°16'13"	N62°41'30"W	41.67'
C5	17.08'	12.00'	81°15'13"	S62°41'18"E	15.83'
C6	43.98'	28.00'	90°00'00"	S24°41'04"E	39.60'
C7	12.57'	8.00'	90°00'00"	N24°41'04"W	11.31'
C8	2.83'	3.00'	54°16'06"	S24°49'08"W	2.56'
C9	42.41'	28.00'	86°46'39"	S17°38'07"E	38.47'
C10	28.08'	28.00'	51°06'21"	N63°36'32"E	18.66'

TYPICAL CROSS SECTION OF UNIT ELEVATION VARIES WITH EACH UNIT

NO UPWARD VERTICAL LIMIT TO UNIT

EXISTING GROUND LEVEL — TYPICAL UNIT — EXISTING GROUND LEVEL — 20'

COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	9438.80	10199.17	26	9686.67	9880.28
2	9545.81	10183.19	27	9693.89	9830.88
3	9601.38	10148.32	28	9612.38	9803.36
4	9644.85	10146.48	29	9684.34	9850.04
5	9686.76	10134.34	30	9777.87	9818.77
6	9676.85	10128.58	31	9781.86	9886.58
7	9717.20	10047.88	32	9643.97	9842.44
8	9717.41	10008.84	33	9686.73	9846.27
9	9686.55	9976.66	34	9600.44	9721.88
10	9718.81	9983.80	35	9685.77	9884.09
11	9726.85	9980.33	36	9790.84	9884.52
12	9784.98	10085.66	37	9827.82	9910.83
13	9740.06	10136.19	38	9688.62	9887.48
14	9701.40	10142.98	39	9671.36	9886.37
15	9650.51	9726.42	40	9788.09	9833.38
16	9686.31	9746.82	41	9752.11	9818.83
17	9661.12	9706.79	42	9706.05	9834.86
18	9684.79	9674.36	43	9781.33	9846.39
19	9633.44	9661.84	44	9662.85	9868.34
20	9638.87	10014.42	45	9647.31	9879.87
21	9784.01	9640.72	46	9680.88	9882.07
22	9677.41	9666.81	47	9784.74	9806.46
23	9686.17	9647.53	48	9642.32	9901.48
24	9686.83	9647.32	49	9574.33	9784.13
25	9631.22	9656.23	50	9660.06	9882.72

SURVEYOR'S CERTIFICATE

I, RANDAL J. VUGTEVEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 094 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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 [illegible] OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Sept 12 2018

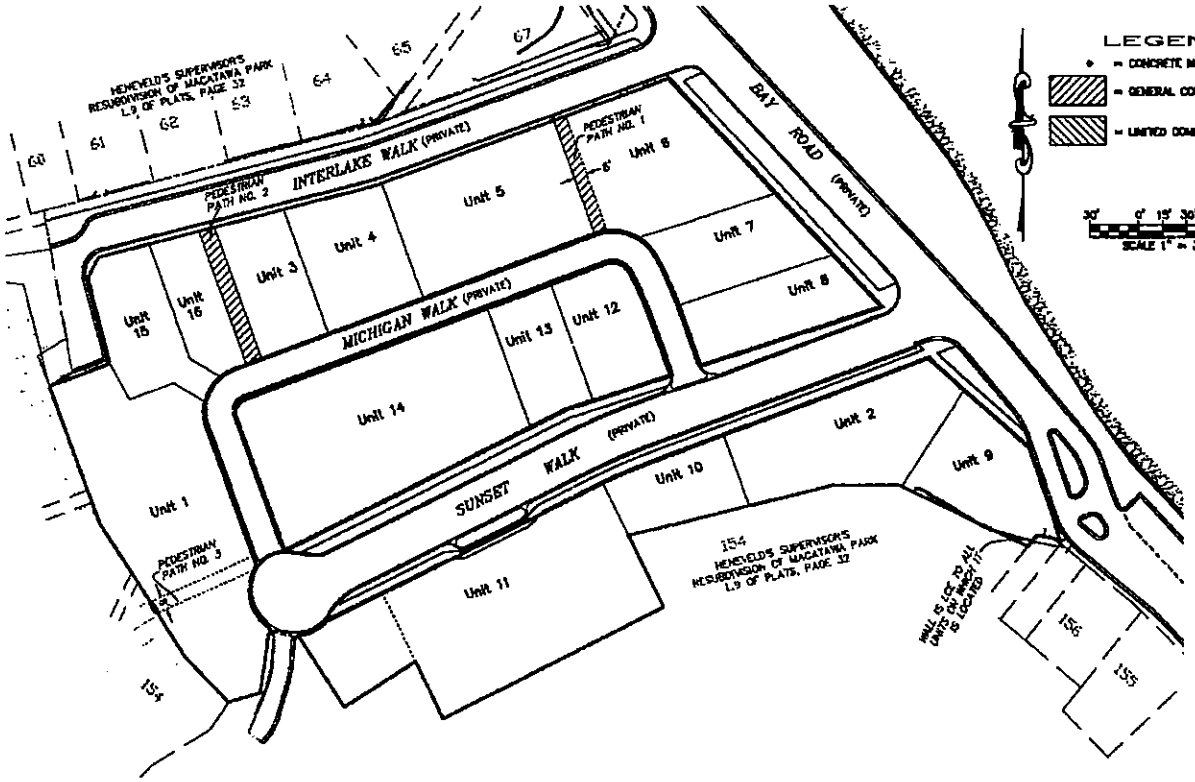
RANDAL J. VUGTEVEEN
PROFESSIONAL SURVEYOR NO. 29429
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

SURVEY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED AUGUST 29, 2018

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

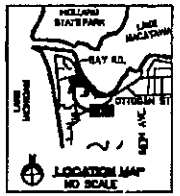
SHEET NO. 2



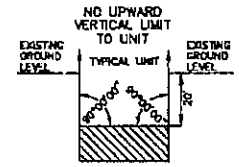
LEGEND

- ● = CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT

30' 0' 15' 30' 60'
SCALE 1" = 30'



TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT



NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

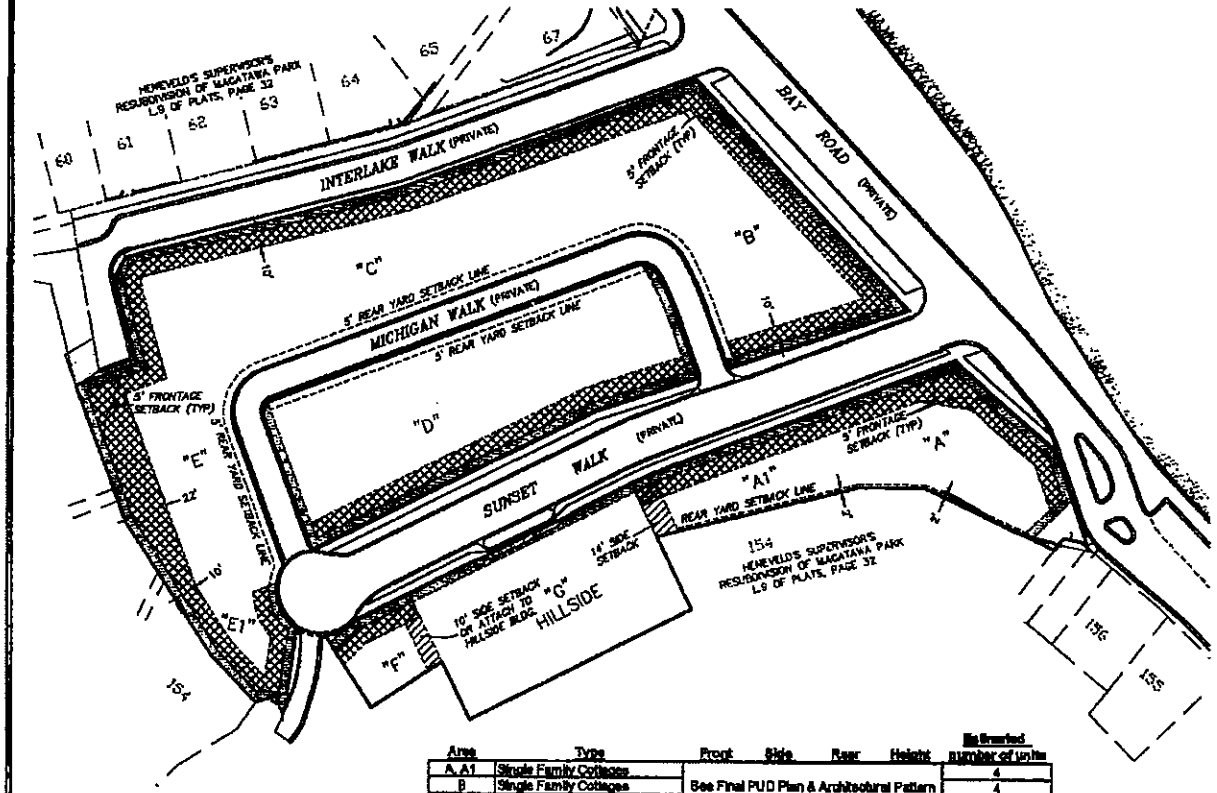
STATE OF MICHIGAN
RANDAL J. VUCKENSON
SURVEYOR
No. 26429
PROFESSIONAL LAND SURVEYOR

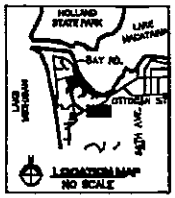
SITE PLAN
THE COTTAGES AT POINT WEST

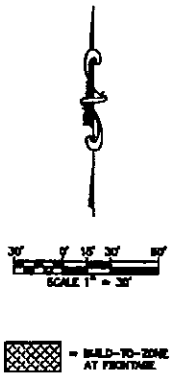
NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 29, 2016

SHEET NO. 3







Area	Type	Front	Side	Rear	Height	As Shown/ Number of units
A, A1	Single Family Cottages	See Final PUD Plan & Architectural Pattern for Macatawa Cottage Style				4
B	Single Family Cottages					4
C	Single Family Cottages					8
D	Single Family Cottages					7
E, E1	Flex Area - Possible Attached	See Final PUD Plan & Architectural Pattern for Macatawa Cottage Style				5 to 8
F	Flex Area - Possible Attached					1 or 2
G	Hillside	5'	0	0	See Plan	8 to 18

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

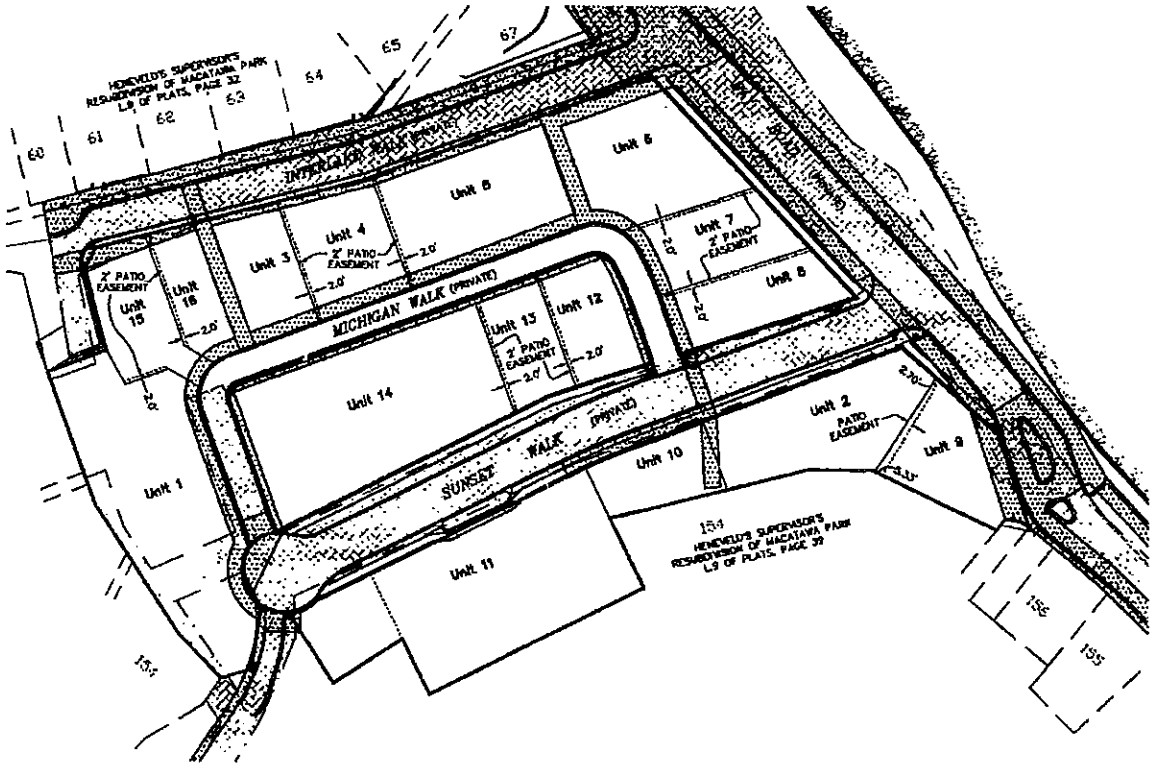
NOTE:
A1, E1 & F MEET THE ARCHITECTURAL PATTERN FOR MACATAWA COTTAGE STYLE EXCEPT A GARAGE FACING THE PRINCIPAL FRONTAGE MAY BE CONSTRUCTED PROVIDED THAT ITS FRONT WALL DOES NOT EXTEND PAST THE FRONT WALL OF THE HOUSE. GARAGE IS NOT REQUIRED TO MEET TRANSPARENCY REQUIREMENTS.

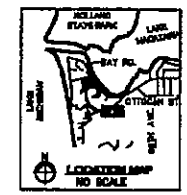
PUD REFERENCE PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED AUGUST 29, 2016

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 4





LEGEND

= UTILITY EMT AS RECORDED IN INST. NO 2013-0000013

= EMT FOR PVT. UTILS AS RECORDED IN INST. NO.

30' 0' 15' 30' 60'

SCALE 1" = 30'

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

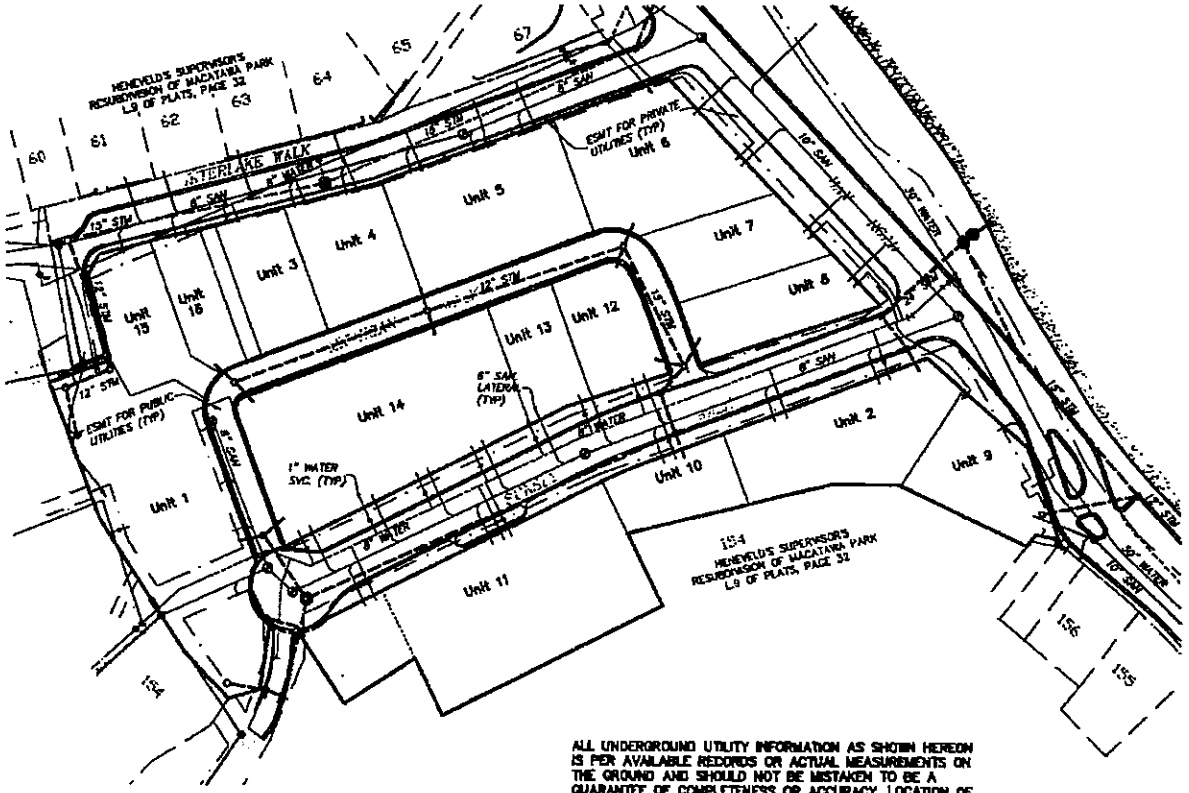
UTILITY NOTE
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

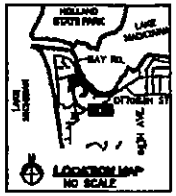
EASEMENT PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. --- 217 GRANDVILLE AVE. --- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 29, 2016

SHEET NO. 5





LEGEND

- ⊗ = WATER VALVE
- ◎ = DRAIN MANHOLE
- ▫ = CATCH BASIN
- Ⓢ = SANITARY MANHOLE

30' 0' 15' 30' 60'
SCALE 1" = 30'

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

————	= WATERMAIN	CITY OF HOLLAND B.P.W.
————	= SANITARY SEWER	CITY OF HOLLAND B.P.W.
————	= TELEPHONE	AT&T
—— - ——	= ELECTRIC	CONSUMERS ENERGY
- - - -	= CABLE TV	CHARTER COMMUNICATIONS

NOTE:
ALL UTILITIES "NEED NOT BE BUILT"

NOTE:
SEE SHEET NO. 2 FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

STATE OF MICHIGAN RANDAL J. WATTEVEER SURVEYOR No. 38428 PROFESSIONAL LAND SURVEYOR

UTILITY PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 29, 2016

SHEET NO. 6

8722318
Tx:4352761
8/29/2017 8:34:00 AM
2017-0031661
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
08/29/2017 AT 08:34 AM
AMEND TO MASTER DEED
30.00

SECOND AMENDMENT TO MASTER DEED OF THE COTTAGES AT POINT WEST

This Second Amendment to Master Deed of The Cottages at Point West is made and executed on this 25 day of August, 2017, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated February 13, 2012, recorded February 25, 2012 as Instrument No. 2013-0009283, Ottawa County, Michigan records and First Amendment to Master Deed dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163, Ottawa County, Michigan records (collectively the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act"); and

B. The Developer has the unilateral right without the consent of any co-owner or other person to amend the Master Deed to adjust boundary lines to create additional Units;

C. The Developer desires to amend the Master Deed as stated in this Second Amendment to Master Deed.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 2A, 3, 4, 5, and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this Second Amendment, be incorporated into Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

2. **Continuing Effect.** Except as amended and modified by this Second Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Second Amendment to Master Deed as of the day and year first above written.

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 25th day of August, 2017, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires: 03-11-2022
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave., N.W. Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McShane & Bowie, P.L.C.
99 Monroe Ave., NW, Suite 1100
Grand Rapids, MI 49503

487775.doc

EXHIBIT "B"

REPLAT NO. 2 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED AUGUST 22, 2017. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 2.

DESCRIPTION

Part of Haneveld's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Haneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'55"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'55"W 56.89 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'55"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S39°18'01"W 8.83 feet; thence N65°09'02"W 86.86 feet; thence N89°42'32"W 41.11 feet; thence S76°21'22"W 130.83 feet; thence N28°25'09"W 35.89 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 278.00 foot radius curve to the right, said curve having a central angle of 5°56'06", and a chord bearing N66°43'01"E 28.89 feet; thence N69°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'38"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).
ALSO
Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 278.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S83°42'22"W 0.42 feet; thence S83°39'47"W 152.87 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S28°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N63°52'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).
ALSO
Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S69°41'04"W 239.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.63 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°15'08", and a chord bearing S04°48'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'39", and a chord bearing S13°26'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°58'52"W 38.54 feet; thence N32°59'05"W 97.74 feet; thence N20°34'00"W 86.00 feet; thence N69°41'04"E 40.30 feet; thence N15°08'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.69 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'18"E 181.98 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning.
ALSO
Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 87.97 feet; thence S83°39'35"W 195.19 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.08 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).
ALSO
Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 278.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S83°42'22"W 0.42 feet; thence S83°39'47"W 152.87 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S28°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N28°25'09"W 85.00 feet to the Point of Beginning.

Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019959, ("DECLARATION")

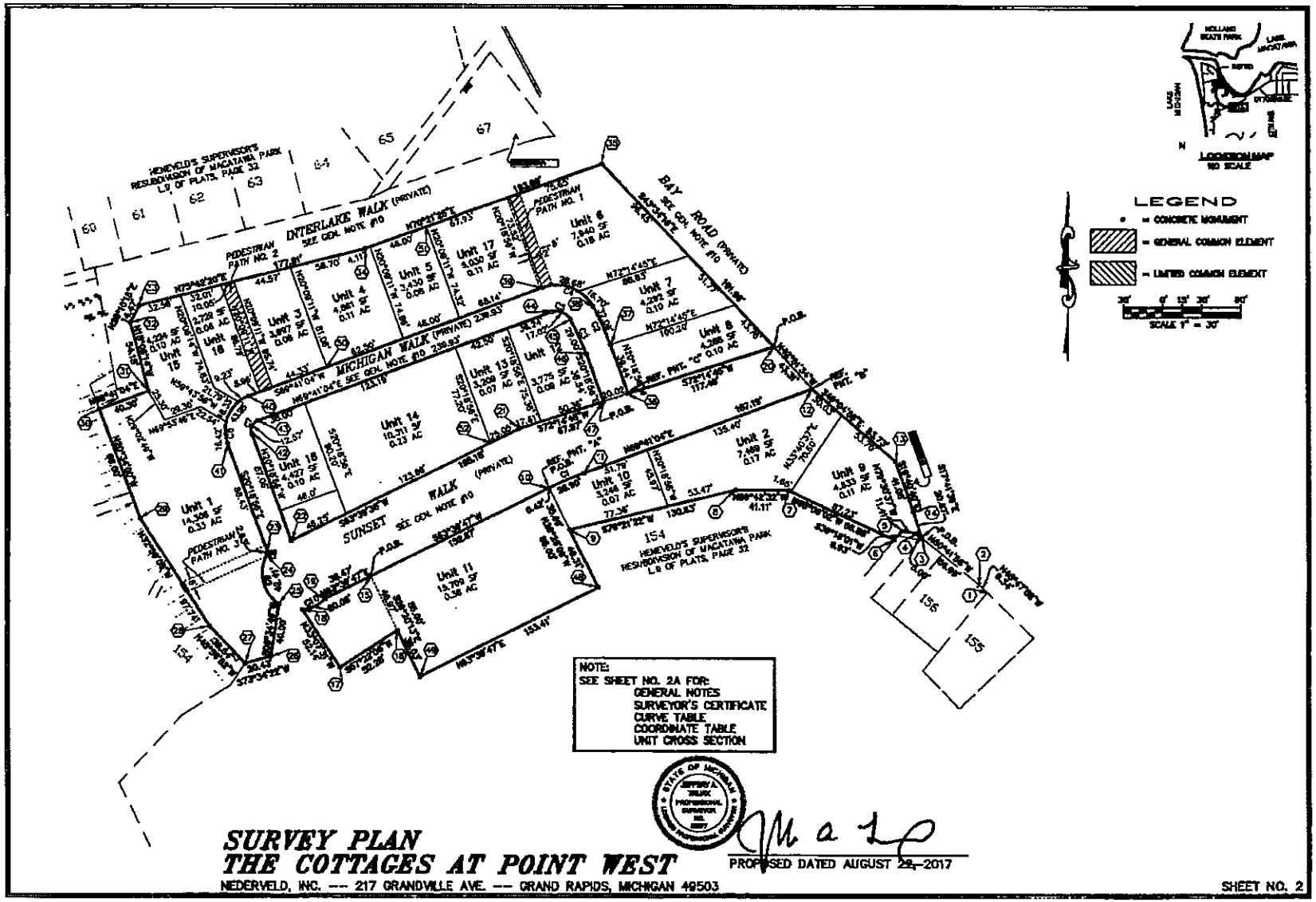
SHEET INDEX

* 1. COVER SHEET
* 2. SURVEY PLAN
* 2A NOTES PLAN
* 3. SITE PLAN
* 4. PUD REFERENCE PLAN
* 5. EASEMENT PLAN
* 6. UTILITY PLAN

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 29071

PROPOSED DATED AUGUST 22, 2017

COVER SHEET
SHEET NO. 1



SURVEY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED AUGUST 28, 2017

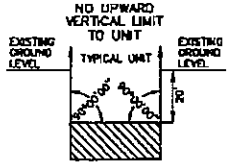
NEDERVELD, INC. --- 217 GRANDVILLE AVE. --- GRAND RAPIDS, MICHIGAN 49503

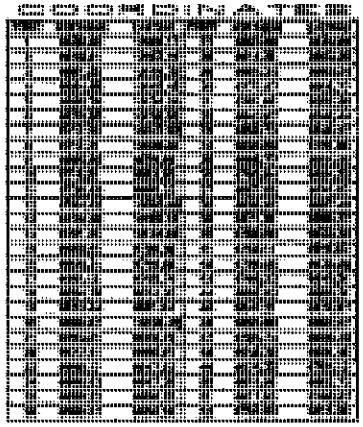
SHEET NO. 2

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	28.32'	270.00'	6°00'17"	N88°47'26"E	28.31'
C2	32.05'	213.00'	8°37'07"	N84°41'18"W	32.03'
C3	28.07'	180.00'	8°56'07"	S84°34'11"E	28.05'
C4	48.36'	32.00'	86°34'13"	N88°41'18"W	43.87'
C5	17.06'	12.00'	81°31'07"	S82°41'06"E	15.65'
C6	43.98'	28.00'	90°00'00"	S34°41'04"W	39.60'
C7	12.57'	8.00'	90°00'00"	N55°18'56"W	11.31'
C8	2.83'	1.00'	90°46'08"	S34°18'08"W	2.55'
C9	49.41'	28.00'	88°46'38"	S53°38'07"E	34.67'
C10	20.09'	28.00'	41°06'31"	N55°25'06"E	19.65'

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT





GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]

SURVEYOR'S CERTIFICATE

I, RANDAL J. WIJKMEIER, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 394, 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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.

August 22, 2017

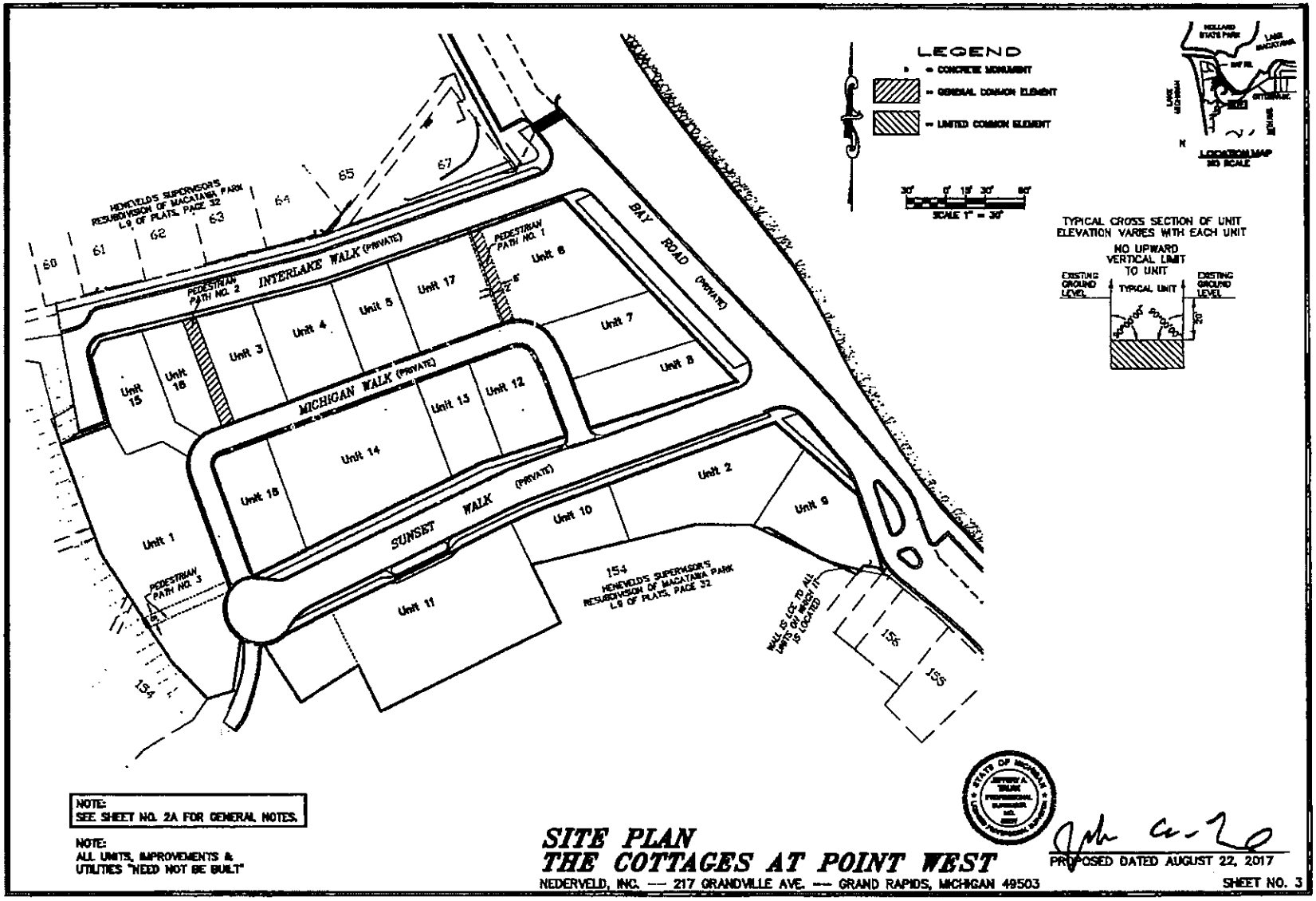
ANTHONY A. WIJAX
PROFESSIONAL SURVEYOR NO. 38877
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

NOTES PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 22, 2017

SHEET NO. 2A



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

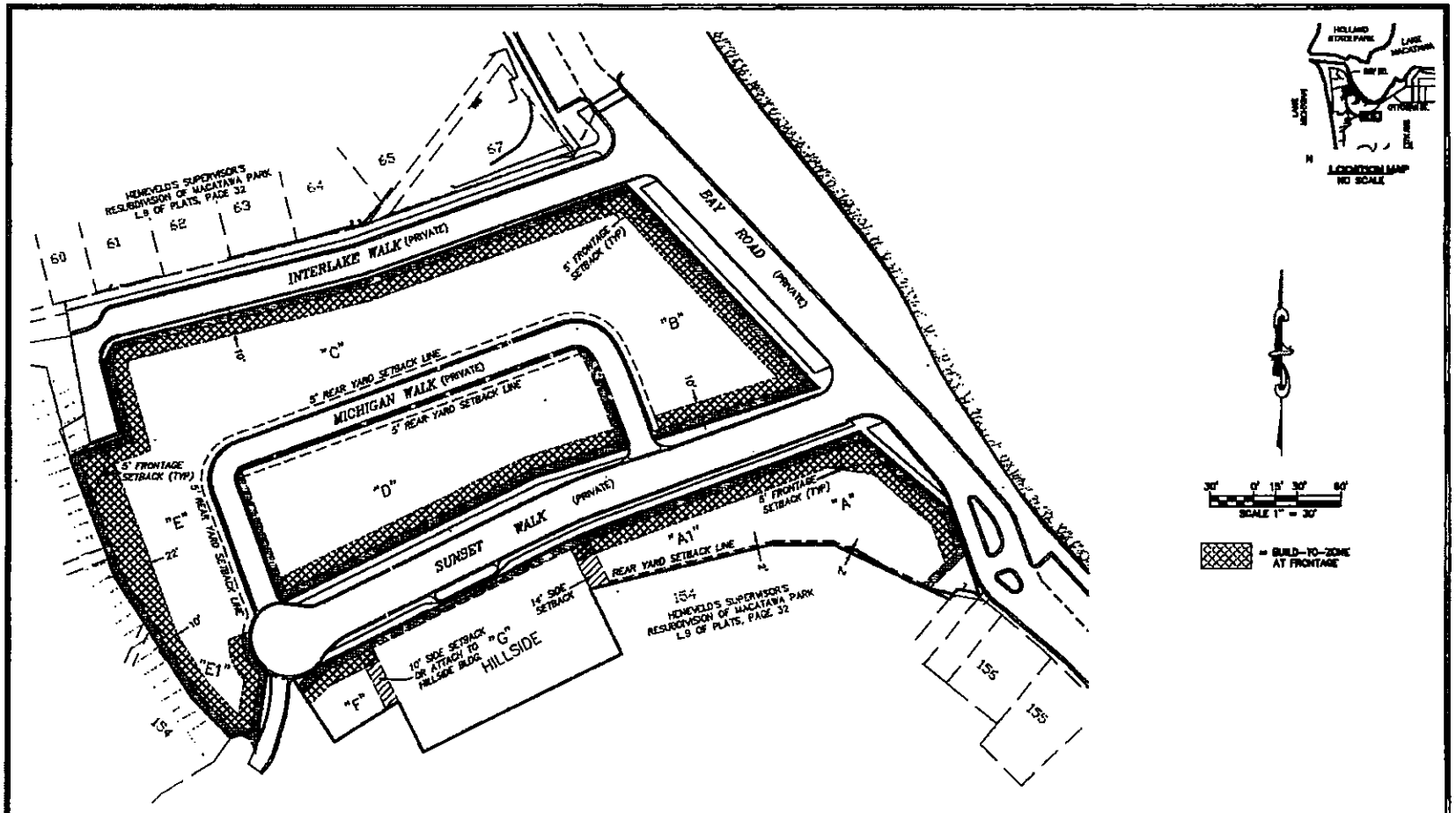
NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

SITE PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 22, 2017

SHEET NO. 3



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

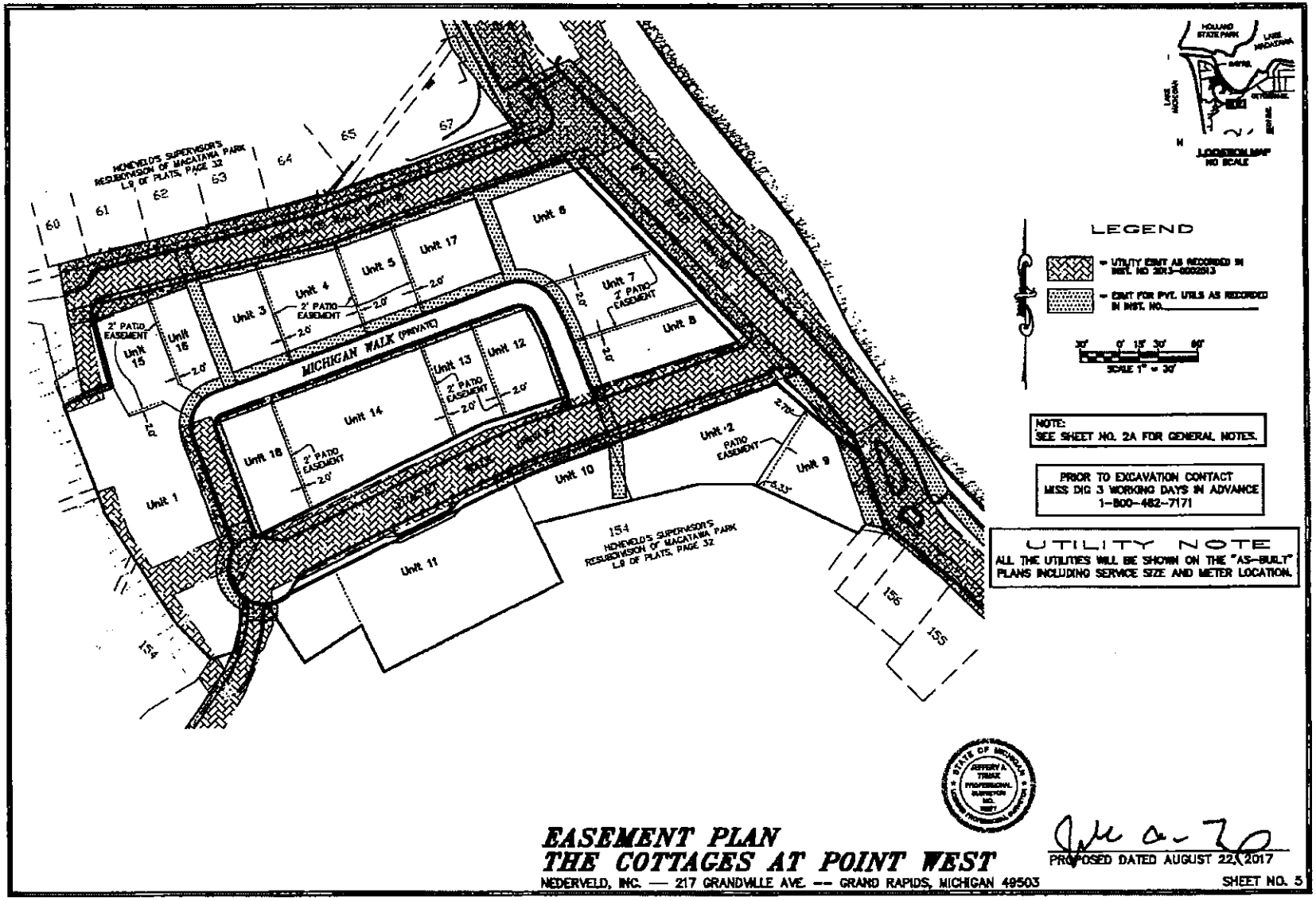
NOTE:
A1, E1 & F MEET THE ARCHITECTURAL PATTERN FOR MACATAWA COTTAGE STYLE EXCEPT A GARAGE FACING THE PRINCIPAL FRONTAGE MAY BE CONSTRUCTED PROVIDED THAT ITS FRONT WALL DOES NOT EXTEND PAST THE FRONT WALL OF THE HOUSE. GARAGE IS NOT REQUIRED TO MEET TRANSPARENCY REQUIREMENTS.

PUD REFERENCE PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 22, 2017

SHEET NO. 4

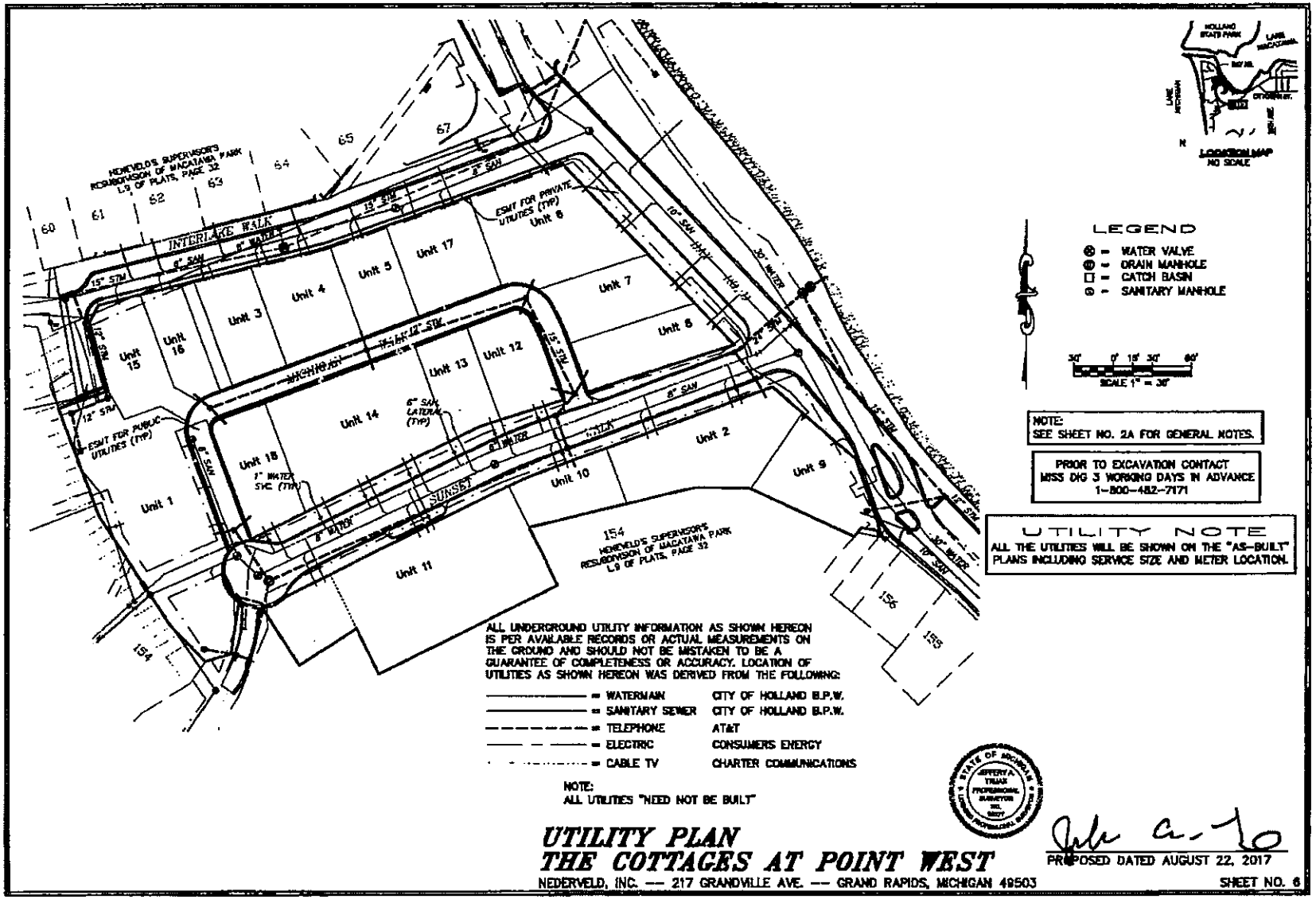


EASEMENT PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 22, 2017

SHEET NO. 5



UTILITY PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED AUGUST 22, 2017

SHEET NO. 6

8745427
Tx:4369078
1/26/2018 11:45:00 AM
2018-0003104
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
01/26/2018 AT 11:46 AM
AMEND TO MASTER DEED
30.00

THIRD AMENDMENT TO MASTER DEED OF THE COTTAGES AT POINT WEST

This Third Amendment to Master Deed of The Cottages at Point West is made and executed as of this 8th day of January, 2018, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated May 18, 2015, recorded February 26, 2015 as Instrument No. 2015-0018582, Ottawa County, Michigan records, as amended by the First Amendment to Master Deed of the Cottages at Point West dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163, as further amended by the Second Amendment to Master Deed dated August 25, 2017, recorded August 29, 2017, as Instrument No. 2017-0031661, as amended by the Affidavit dated September 6, 2017, recorded September 7, 2017, as Instrument No. 2017-0032976, Ottawa County, Michigan records (collectively, the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act");

B. The Developer has the unilateral right under Article VI of the Master Deed without the consent of any Co-owner or other person to amend the Master Deed to add land to the Project; and

C. Developer desires to add additional land to the Project identified as Lake Macatawa Shoreline Parcel which will be a General Common Element in the Project, subject to restrictions which is described as follows:

> Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Commencing at the most Southerly corner of Lot 195 of said Heneveld's Supervisor's Resubdivision; thence N12°55'12"E 16.12 feet; thence N17°58'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N19°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.60 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N29°53'15"W 18.18 feet; thence N40°15'35"W 84.41

feet; thence N43°24'32"W 271.95 feet; thence N36°42'57"E 68 feet, more or less, to the water's edge of Lake Macatawa; thence Southeasterly 398 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 18 feet, more or less, to the Point of Beginning.

70-15-33-387-028 PART

D. The Developer desires to amend the Master Deed as stated in this Third Amendment to Master Deed to add land to the Project which is adjacent to Lake Macatawa.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Legal Description.** The land submitted to condominium in Article II, Section 2.1 is amended to be as described on Sheet 1 of the Condominium Subdivision Plans attached hereto and incorporated herewith.

2. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 2A, 3, 4, 5 and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this Third Amendment, amend Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

3. **Continuing Effect.** Except as amended and modified by this Third Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Third Amendment to Master Deed as of the day and year first above written.

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

Ottawa County Treasurer's Office 1/26/18. The records in my office show no unpaid taxes or special assessments for the five tax years of, 2012 and prior involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgments.
Bradley J. Slagh, Treasurer KK

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 24th day of October, 2017, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

Cynthia M. Grinaldi

Cynthia M. Grinaldi
Notary Public, Kent County, MI
My Commission Expires: 03-11-2022
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave., N.W. Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McShane & Bowie, P.L.C.
99 Monroe Ave., NW, Suite 1100
Grand Rapids, MI 49503

488555_4

REPLAT NO. 3 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 584
EXHIBIT "B" TO THE MASTER DEED OF :

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED JANUARY 8, 2018. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 3.

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

EXHIBIT "B"

DESCRIPTION

Part of Hanevald's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Hanevald's Supervisor's Resubdivision of Macatawa Park; thence N48°47'56"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 68.86 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S38°18'01"W 8.83 feet; thence N65°09'02"W 88.88 feet; thence N89°42'32"W 41.11 feet; thence S76°21'22"W 130.53 feet; thence N28°25'09"W 35.59 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 278.00 foot radius curve to the right, said curve having a central angle of 5°56'08", and a chord bearing N68°43'01"E 28.89 feet; thence N69°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S18°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).
ALSO
Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 278.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.67 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S28°20'13"E 45.87 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N83°32'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).
ALSO
Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.36 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S89°41'04"W 238.93 feet; thence Southwesterly 43.96 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.83 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°15'08", and a chord bearing S04°49'08"W 2.65 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 88°48'39", and a chord bearing S13°28'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'48"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°58'52"W 38.54 feet; thence N32°59'05"W 97.74 feet; thence N20°34'00"W 88.00 feet; thence N69°41'04"E 40.30 feet; thence N15°06'14"W 54.18 feet; thence N28°10'18"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.69 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'18"E 191.98 feet along the Southwesterly line of Bay Road, a variable width private right of way to the Point of Beginning.
ALSO
Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 67.97 feet; thence S83°39'35"W 195.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.08 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 238.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S89°41'18"E 15.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).
ALSO
Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 278.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.67 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S28°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N28°25'09"W 85.00 feet to the Point of Beginning.
ALSO
Part of Hanevald's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Commencing at the most Southerly corner of Lot 195 of said Resubdivision; thence N12°58'12"E 18.12 feet; thence N17°58'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N18°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.80 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N29°53'15"W 18.18 feet; thence N40°15'35"W 84.41 feet; thence N43°24'32"W 271.95 feet; thence N38°42'57"E 58 feet, more or less, to the water's edge of Lake Macatawa; thence Southeasterly 388 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 18 feet, more or less, to the Point of Beginning.

Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019956, as amended. ("DECLARATION")

NOTE:
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

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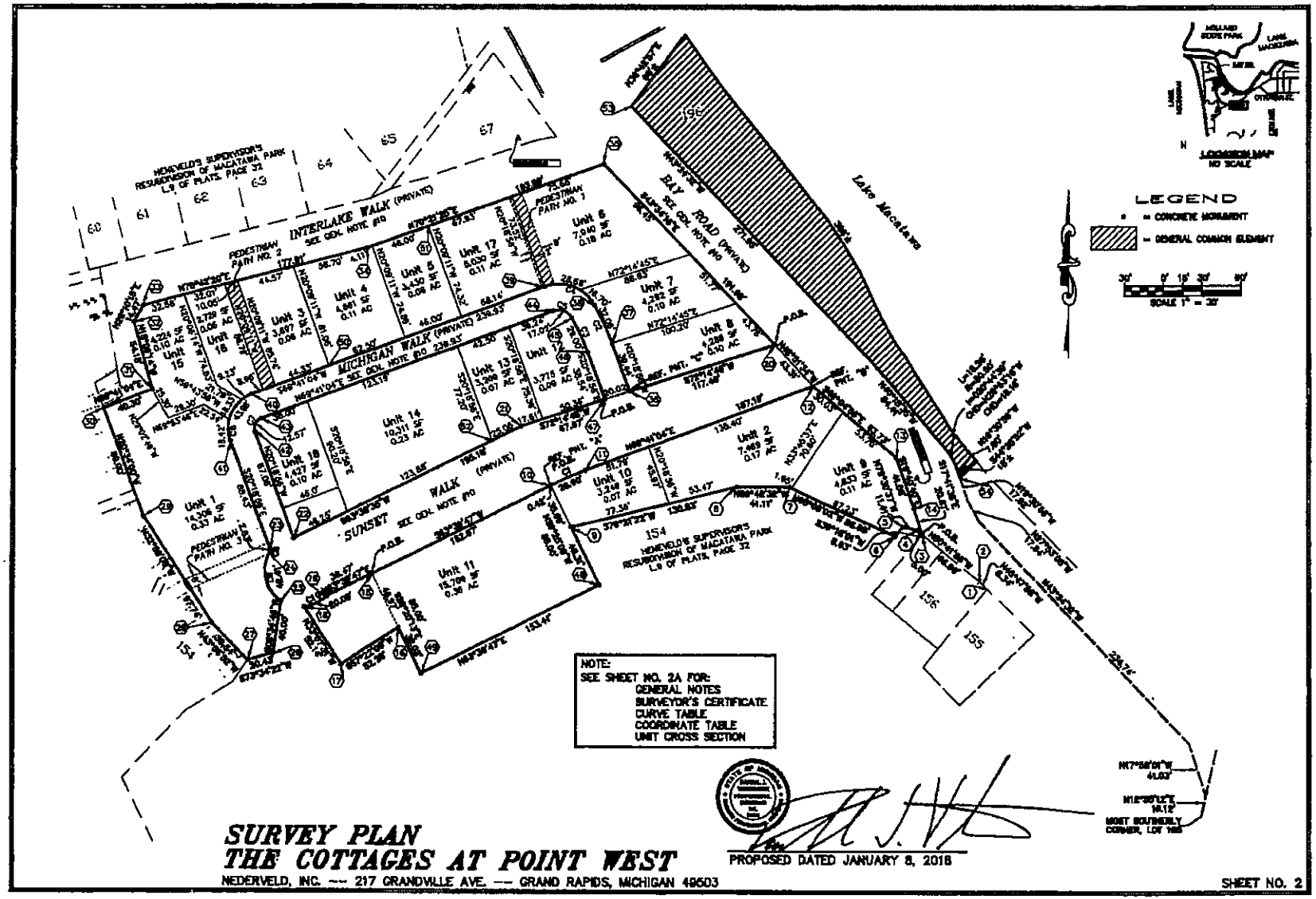
- 1. COVER SHEET
- 2. SURVEY PLAN
- 2A NOTES PLAN
- 3. SITE PLAN
- 4. PUD REFERENCE PLAN
- 5. EASEMENT PLAN
- 6. UTILITY PLAN

PROPOSED DATED JANUARY 8, 2018



SURVEY PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

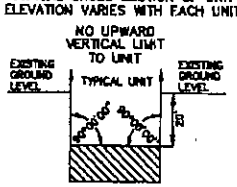
PROPOSED DATED JANUARY 8, 2018

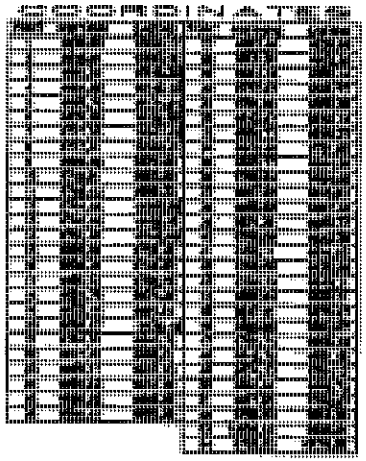
SHEET NO. 2

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	28.32'	278.00'	5°50'17"	N88°40'49"E	28.31'
C2	30.05'	240.00'	7°10'47"	N84°45'34"W	30.03'
C3	29.89'	160.00'	10°42'43"	S84°40'16"E	29.85'
C4	43.36'	32.00'	77°38'13"	N68°26'19"W	40.12'
C5	17.42'	12.00'	83°10'51"	S66°40'19"E	15.93'
C6	43.88'	28.00'	89°46'58"	S84°40'04"W	39.52'
C7	13.57'	8.00'	97°09'59"	N39°41'34"E	11.74'
C8	3.51'	3.00'	67°01'59"	S34°46'58"E	3.31'
C9	43.41'	28.00'	88°48'38"	S57°36'07"E	39.43'
C10	28.08'	28.00'	41°20'01"	N67°56'04"E	18.84'

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT





GENERAL NOTES

1.
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SURVEYOR'S CERTIFICATE

I, RANDAL J. VUSTENDEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN WITHIN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 394, 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN AS REQUIRED BY RULES PROMULGATION 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.

JANUARY 8, 2018

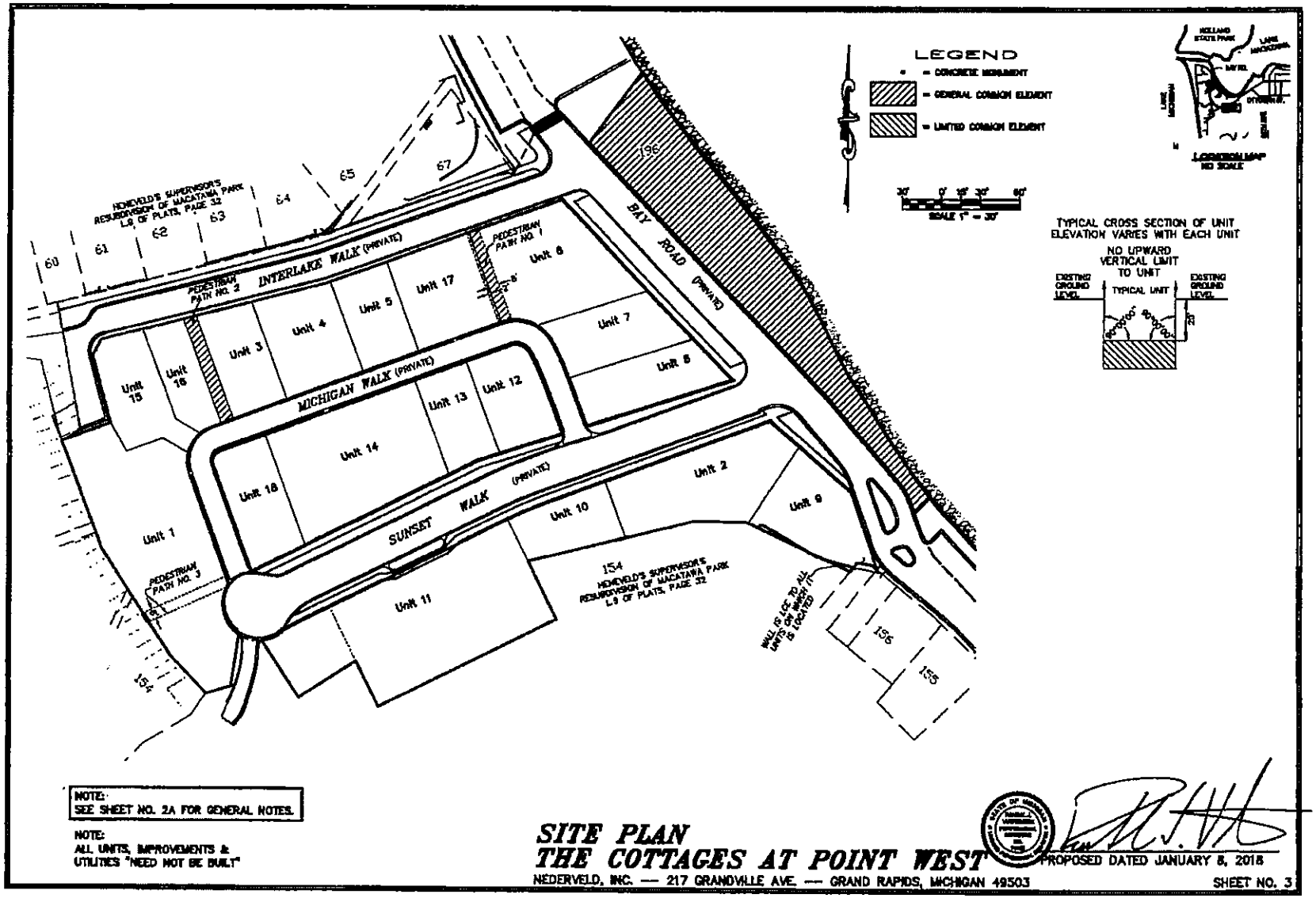
RANDAL J. VUSTENDEN
PROFESSIONAL SURVEYOR NO. 38488
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

NOTES PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 8, 2018

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 2A



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

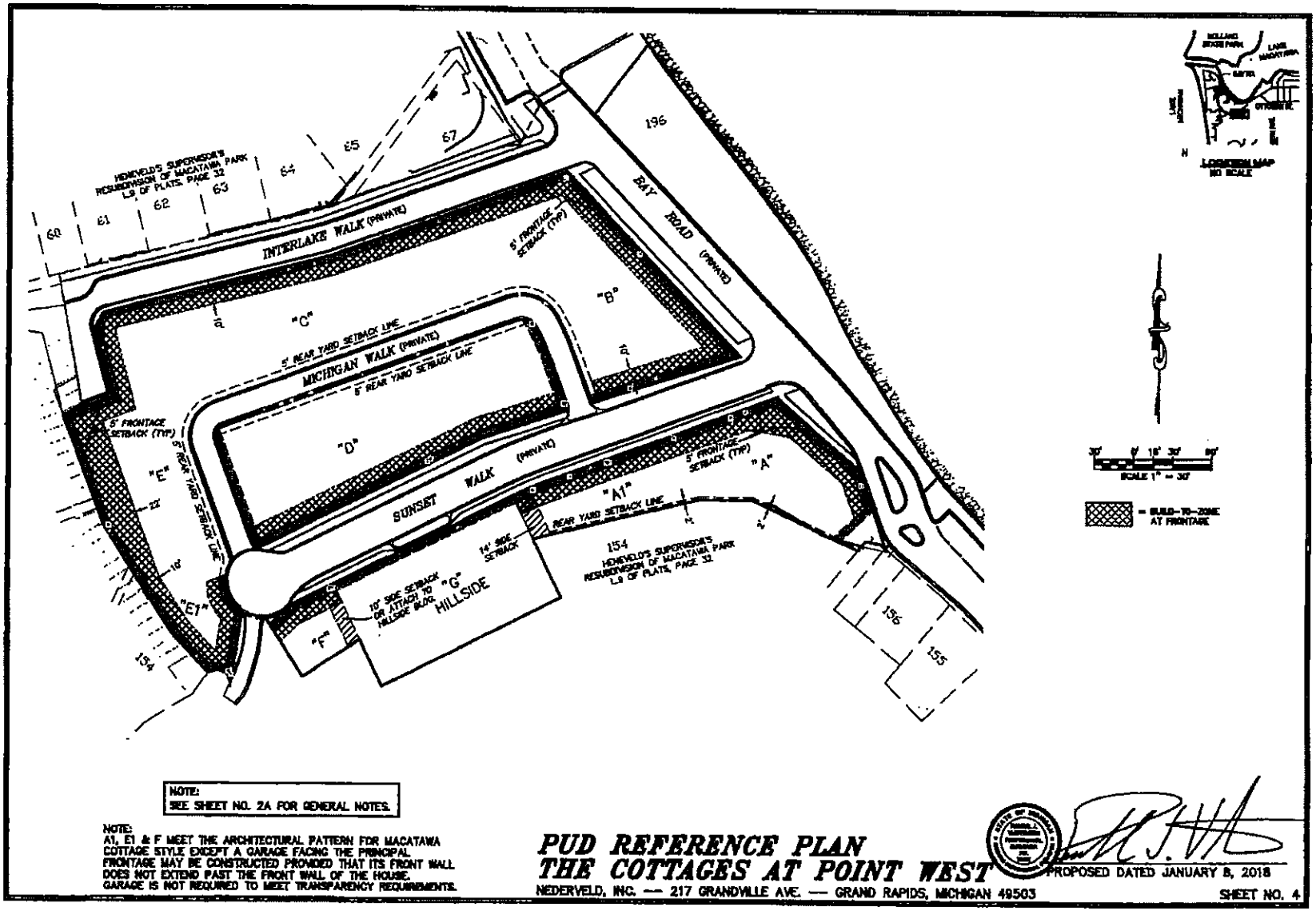
NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

SITE PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 8, 2018

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 3



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

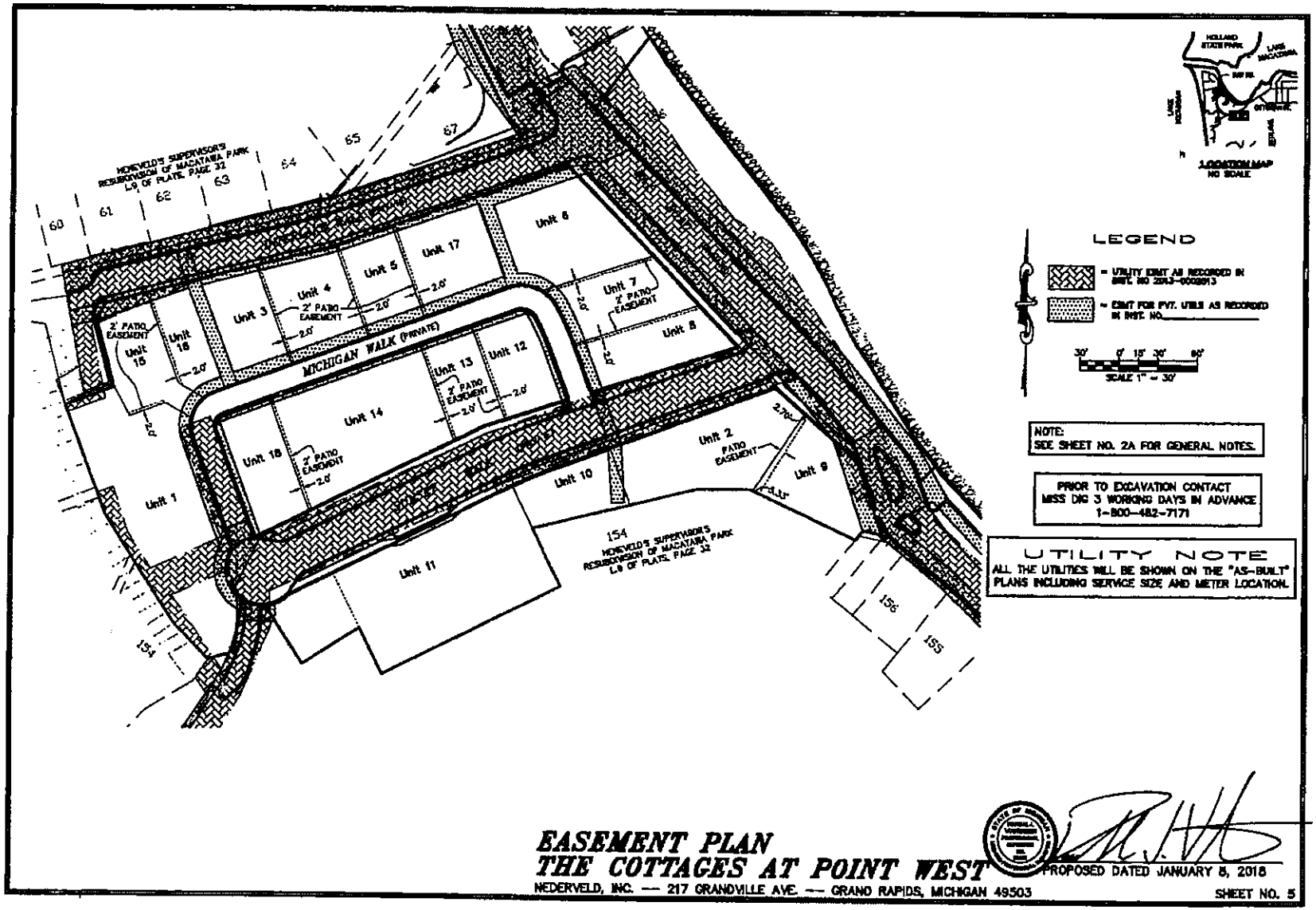
NOTE:
A1, E1 & F MEET THE ARCHITECTURAL PATTERN FOR MACATAWA COTTAGE STYLE EXCEPT A GARAGE FACING THE PRINCIPAL FRONTAGE MAY BE CONSTRUCTED PROVIDED THAT ITS FRONT WALL DOES NOT EXTEND PAST THE FRONT WALL OF THE HOUSE. GARAGE IS NOT REQUIRED TO MEET TRANSPARENCY REQUIREMENTS.

PUD REFERENCE PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 8, 2018

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 4

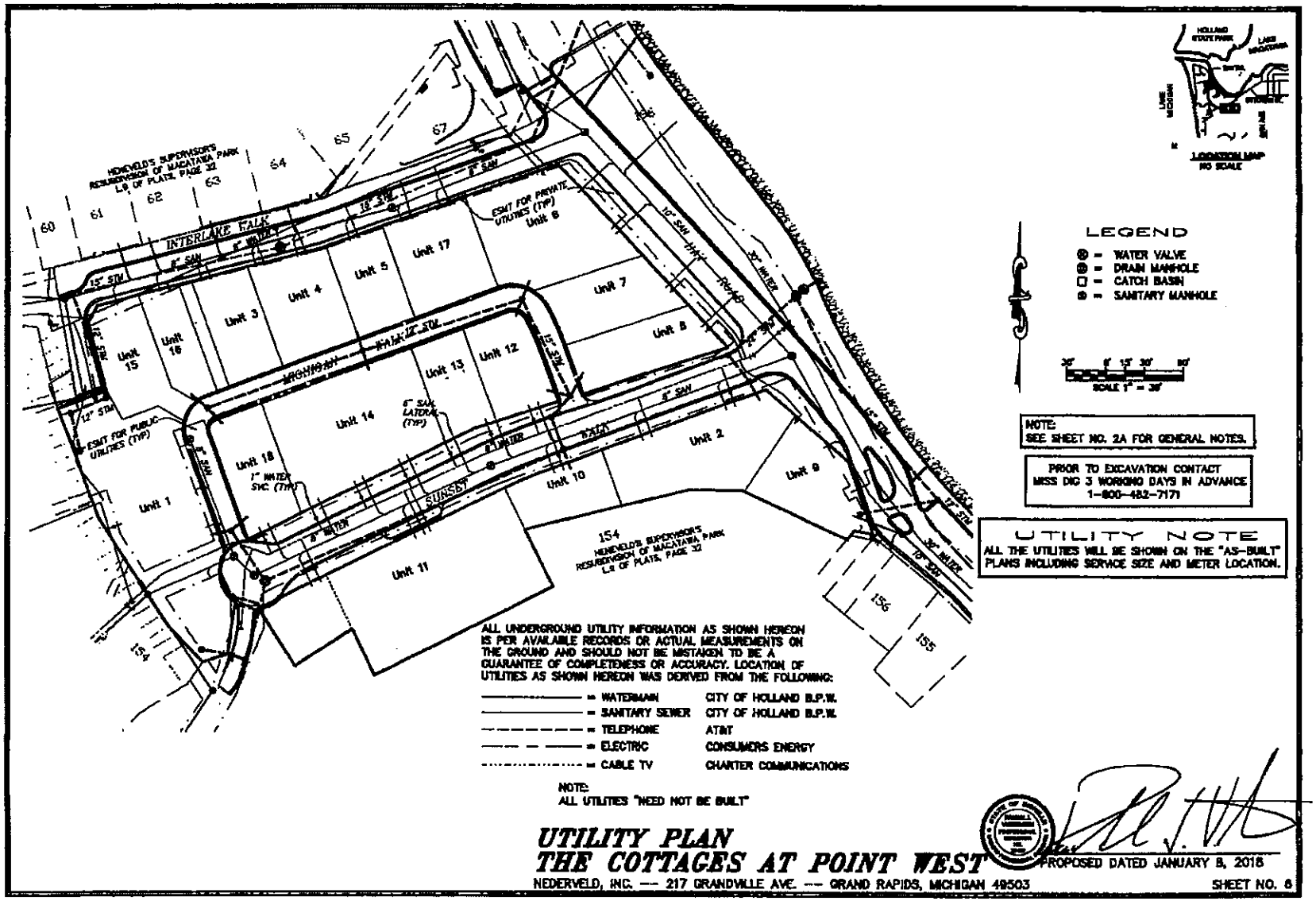


EASEMENT PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 8, 2018

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 5



UTILITY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 8, 2018

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 6

34

REGISTER'S NOTE:
This copy recorded
through an affidavit.

8586119
Tx:4260361
5/26/2015 9:11:00 AM

2015-0018581
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
05/26/2015 AT 9:11 AM
RESTRICTIVE COVENANT 89.00

POINT WEST AT MACATAWA PARK
MASTER DECLARATION

DATED MAY 18, 2015

Master Declaration
Drafted By and After Recording Return to:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360
(616) 732-5000

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POINT WEST AT MACATAWA PARK
MASTER DECLARATION

THIS MASTER DECLARATION ("**Declaration**") is executed as of the 18th day of May, 2015, by POINT WEST I, L.L.C., a Michigan limited liability company, of 660 Ada Drive SE, Ada, Michigan 49301 ("**Developer**").

PRELIMINARY STATEMENTS

A. Developer owns and/or has rights to use certain real property located in Park Township, Ottawa County, Michigan, described on attached **Exhibit A-1** and depicted on **Exhibit A-2** ("**Point West Property**").

B. It is intended that the Point West Property will be developed as a multi-use integrated real estate development including residential condominiums, a marina, and associated improvements, including a Beach Club and a Pool Club.

C. Developer intends to develop a portion of the Point West Property as residential condominiums ("**Projects**"). The units of the Projects are referred to individually as a "**Unit**" and collectively as "**Units.**" The owner of any Unit is sometimes referred to individually as a "**Co-owner**" and collectively as "**Co-owners.**" The condominium association of any residential condominium is sometimes referred to as a "**Condominium Association**" and collectively as "**Condominium Associations.**" The "**Development Period**" for each Project means the period commencing with the recording of its Master Deed and continuing as long as the Developer owns any Unit in the Project which it offers for sale, or for so long as the Developer is entitled to expand the Project, whichever is longer, provided the period will in no event exceed twenty-five (25) years or, if sooner, when the Developer records a declaration declaring the Development Period ended.

D. Developer intends to improve another portion of the Point West property adjoining and within Lake Macatawa with boat docks, which is presently envisioned as slip rentals, but could be another condominium.

E. Developer desires to subject the Point West Property to the covenants, conditions and restrictions set forth herein, to establish the rights and easements described herein, and to provide for the construction, maintenance, operation and repair of certain improvements and services benefiting the Point West Property, or portions thereof, and such other property as Developer may, in its sole discretion, determine.

NOW, THEREFORE, the Developer hereby declares, establishes and encumbers the Point West Property as follows:

1. Point West Common Improvements.

1.1 Access Roads. Developer hereby establishes, declares, grants and reserves a permanent, nonexclusive access easement appurtenant to, and for the benefit of, the Developer, the Units and their respective Condominium Associations, Co-owners, agents, employees, tenants, invitees, licensees, and contractors, over and across Bay Road, Interlake Walk, Michigan Walk and

Sunset Walk ("**Access Roads**") within that portion of the Point West Property described on attached **Exhibit B-1** and depicted on **Exhibit B-2** ("**Access Road Property**") and over Bay Road connecting to South Shore Drive as the same may be relocated as provided in Section 1.1.4, in order to permit ingress and egress for vehicular (including service and delivery trucks) and pedestrian traffic within the Point West Property and between the Point West Property and South Shore Drive. Such easement shall be solely for the purpose of ingress and egress, and is not to be construed to grant any easement rights for vehicular parking or any other purpose, nor construed to constitute a public dedication of any portion of the Point West Property. All use of the Access Roads and Access Road Property shall be subject to the terms, rules and regulations as adopted by the Developer from time to time.

1.1.1 Access Roads Maintenance and Operation. Except to the extent such obligations have been assumed by governmental authorities, the Developer shall maintain, repair, replace and operate the Access Road Improvements (defined in Section 1.1.5) in a first class condition. Such responsibilities shall include but not be limited to keeping the Access Roads' pavement in a uniform and smooth condition sufficient for its intended purposes, reasonably free of potholes and cracks, curb and gutters in a good and functional condition, pavement markings in good and consistent condition, reasonably free of trash, debris, snow and ice.

1.1.2 Traffic Controls. Developer may construct, install and maintain the Access Road Property with traffic controls (including but not limited to traffic islands, curbing, traffic signals, signage and pavement markings) of such types and at such locations as Developer may determine to be necessary or advisable in order to guide and control the orderly flow of traffic and attempt to prevent or remedy unsafe conditions within or relating to the Point West Property, provided that such controls shall not deny reasonable ingress and egress to and from Bay Road from the Point West Property or to and from South Shore Drive.

1.1.3 Security Gate. Point West and the Macatawa Park Cottagers' Association entered into a Security Gate Agreement dated as of July 8, 1996, as amended August 2, 2012, (the "**Security Gate Agreement**") which provides for the installation, construction and operation of a Security Gate adjacent to the intersection of Griswold Avenue and Bay Road (South Shore Drive) Park Township, Ottawa County, Michigan. All amounts payable by Developer under the Security Gate Agreement shall be part of the cost of operation of the Access Roads.

1.1.4 Road Realignment. The Developer may at any time and without the consent or approval of any Condominium Association or Co-owner relocate and realign portions of the Access Roads and the Access Road Property located or to be located on property owned or otherwise held by the Developer, provided the Point West Property must always have reasonable access to South Shore Drive and to the Lake Michigan beach. Developer shall file of record an amendment to this Declaration evidencing any such relocation.

1.1.5 Access Road Landscaping. Developer may elect to construct, locate and/or plant street lighting, trees, plantings, lawns, flower gardens, sprinkling systems and landscaping materials within the unpaved portions of the Access Road Property and/or adjoining areas (the "**Landscaping**"). Access Roads and the Landscaping are sometimes collectively referred to herein as the "**Access Road Improvements.**" Developer shall maintain, repair, replace, operate and supply the Landscaping constructed and/or planted by Developer and keep the same in a good

and safe condition adequate for their intended uses and in compliance with all applicable laws, ordinances, regulations and requirements.

1.2 **Common Sprinkler System.** Developer shall maintain a common sprinkler system in first class condition accessible for the benefit of the Point West Property, and such appurtenant improvements and adjoining property as Developer may determine (collectively, the "**Sprinkler System**") within the Point West Property in order to provide common lawn and landscape sprinkling to the Point West Property. Developer may, at any time, elect to modify or reconstruct the Sprinkler System as it determines, including, but not limited to, using public water, lake water or wells as the water source. The design, permitting and construction of the sprinkler lines, heads, and appurtenant facilities shall be subject to Developer's review and approval.

1.2.1 **Sprinkler System.** The Developer shall maintain, repair, replace and operate the water source and main irrigation lines of the Sprinkler System. Each Owner shall maintain and operate at its cost its lines and connections to the Sprinkler System serving such Owner's land. Each Owner will have the right to connect to the Sprinkler System for sprinkling services to any and every part of the Point West Property from the then-existing main irrigation lines, as reasonably necessary to provide sprinkler service to the land of that Owner. Each Owner will maintain that portion of the Sprinkler System serving only its land in good condition and repair, which maintenance will include preventing any leaks in the system and providing daily sprinkling during the lawn watering season. The Developer will maintain the pumps and main irrigation lines.

1.2.2 **Sprinkler System Easement.** Developer hereby establishes, declares, grants and reserves permanent, non-exclusive easements for the benefit of the Developer and the Owners to use the Sprinkler System pumps and main irrigation lines installed by the Developer and designated as intended for common use to make sprinkling available to all parts of the Point West Property. Each Owner may enter upon other portions of the Point West Property as reasonably necessary for the purpose of constructing, installing, repairing, maintaining and replacing connection from the main irrigation line intended to service that portion of the Point West Property as designated by Developer, provided, however, that upon completion of such construction, installation, repair, maintenance or replacement, the Developer or Owner will restore all disturbed portions of the Point West Property to a condition equal to or better than its condition prior to such construction, installation, repair, maintenance or replacement.

1.3 **Pedestrian Access Easement.** Developer hereby establishes, declares, grants and reserves a permanent non-exclusive pedestrian access easement appurtenant to and for the benefit of the Developer, the Units and their respective Condominium Associations, Co-owners, agents, employees, tenants and invitees over and across the sidewalks and/or boardwalks that may from time to time exist (1) as Interlake Walk, Michigan Walk, Grove Walk, Sunset Walk and the ingress and egress easement providing ingress and egress to the Beach Areas, all as described on **Exhibit A-1** and **Exhibit A-2** in order to permit ingress and egress for pedestrian traffic to and from the Beach Areas as the same may be relocated by Developer and (2) adjoining Bay Road, Lake Macatawa or the parking area in the northeast part of the Point West Property in order to permit ingress and egress for pedestrian traffic within the Point West Property and between the Point West Property and South Shore Drive as the same may be relocated by Developer ("**Access Walks**"). Such easement shall be solely for the purpose of pedestrian ingress and egress. It is not to be

construed to grant any easement or other right for vehicular parking or for any other purpose or construed to constitute a public dedication of any portion of the Point West Property. All use of the Access Walks shall be subject to the terms, rules and regulations as adopted by the Developer from time to time. Except to the extent such obligations have been assumed by governmental authorities or other parties, the Developer shall maintain, repair, replace and operate such sidewalks and boardwalks in a first class condition.

1.3.1 Walks Realignment. The Developer may at any time and without the consent or approval of any Condominium Association or Co-owner relocate and realign portions of the Access Walks located or to be located on property owned or otherwise held by the Developer, provided the Projects must always have reasonable access to the Beach Areas. Developer shall file of record an amendment to this Declaration evidencing any such relocation.

1.4 Point West Common Improvements Charge. One-third of all costs and expenses incurred by Developer in connection with the operation, maintenance, repair and replacement of the Access Road Improvements, the Sprinkler System and the Access Walks plus a fifteen percent (15%) management and administration fee ("**Common Improvements Charge**"), shall be levied by the Developer equally among the Co-owners during the Development Period. The Developer will be responsible for payment of the Common Improvement Charges for all Units owned by Developer; for purposes of this Section 1.4, during the Development Period there will be a presumption that there are a total of forty (40) Units until the end of the Development Period and the Developer owns all Units not owned by other Co-owners. The other two-thirds will be paid by the Developer as Owner of the balance of the Point West Property during the Development Period, subject to any sub-allocation the Developer may make to some other specific portion or portions of the Point West Property. After the Development Period, the Common Improvements Charges shall be allocated on a proportionate share basis based on the number of "use units" attributable to the improvements on each part of the Point West Property. One use unit shall be attributed to each residence with a certificate of occupancy, whether single family home or condominium unit, and one use unit shall be attributed to each boat slip which may exist from time to time. Developer shall invoice the Co-owners no more frequently than monthly and no less frequently than annually for their respective Common Improvements Charges, which shall be paid within thirty (30) days after receipt. Upon request, Developer will provide a breakdown of costs and expenses. Notwithstanding the foregoing, any costs incurred by Developer to repair or replace the Access Road Improvements or Sprinkler System or Access Walks which are reasonably determined by Developer to have been incurred as a result of damage or excessive wear resulting from construction activities or construction-related traffic shall be the sole responsibility of the party causing such damage or excessive wear.

2. Beach Club.

2.1 Beach Club Easements. Developer hereby establishes, declares, grants and reserves to the Co-owners a permanent non-exclusive easement for the use of the areas described on **Exhibit C-1** ("**Point West Beach Area**") and a revocable non-exclusive easement for use of the areas described on **Exhibit C-2** ("**Point West Open Beach Area**") (collectively the "**Beach Club**") for walking, sunbathing, picnicking, fishing, swimming, volleyball and similar recreational beach activities, provided no boat, jet ski, sailboard, paddle board or similar watercraft may be beached or

otherwise located in the Beach Club without the prior written consent of the Developer. All Co-owners and others designated by the Developer as entitled to use the Beach Club will be the "**Beach Club Members.**" All use of the Beach Club shall be subject to the Great Lakes Submerged Lands Act (MCLA 324.32501 et. seq.), the rights of the public adjacent to the shore of Lake Michigan and to the terms, rules and regulations as adopted by the Developer from time-to-time, including but not limited to hours of operation, guest privileges and charges and identifying permitted or prohibited activities. The Developer may designate shoreline areas where no watercraft are permitted at any time and acceptable or unacceptable methods of securing watercraft where watercraft are permitted.

2.2 Maintenance. The Developer will operate, maintain, repair and replace improvements to the Beach Club in a first class condition.

2.3 Beach Club Dues. One-third of all costs and expenses arising from the operation, maintenance, repair and replacement of the Beach Club by the Developer, plus a 15% management and administration fee (**"Beach Club Dues"**), will be levied by the Developer equally among the Co-owners during the Development Period. The Developer will be responsible for payment of the Beach Club Dues for all Units owned by Developer; for purposes of this Section 2.3, during the Development Period there will be a presumption that there are a total of forty (40) Units until the end of the Development Period and the Developer owns all Units not owned by other Co-owners. The other two-thirds will be paid by the Developer as Owner of the balance of the Point West Property during the Development Period, subject to any sub-allocation the Developer may make to some other specific portion or portions of the Point West Property. After the Development Period, Beach Club Dues shall be allocated on a proportionate share basis based on the number of "use units" attributable to the improvements on each part of the Point West Property. One use unit shall be attributed to each residence with a certificate of occupancy, whether single family home or condominium unit and one use unit shall be attributed to each boat slip which may exist from time to time. Developer shall invoice the Co-owners no more frequently than monthly and no less frequently than annually for their respective Beach Club Dues, which shall be paid within thirty (30) days after receipt. Upon request, Developer will provide a breakdown of costs and expenses.

2.4 Contraction of Point West Open Beach Area. Any other provisions of this Declaration notwithstanding, the Developer may, at the option of the Developer from time to time, contract the Point West Open Beach Area by withdrawing any or all of the lands described on **Exhibit C-2** from the Point West Open Beach Area. Other than as set forth in this Section, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Point West Open Beach Area as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals. There is no obligation on the part of the Developer to contract the Point West Open Beach Area nor is there any obligation to withdraw portions thereof in any particular order nor to construct particular improvements on any withdrawn lands. A withdrawal of lands from the Point West Open Beach Area by the Developer will be given effect by an appropriate amendment or amendments to this Master Declaration, which amendment or amendments will be prepared by and at the discretion of the Developer.

2.5 Site Plan. The Point West Beach Area and the Point West Open Beach Area are depicted on **Exhibit C-1** and **Exhibit C-2**.

3. Pool Club.

3.1 Pool Club Easement. Developer hereby establishes, declares, grants and reserves to the Co-owners a permanent non-exclusive easement for the use of the areas described and depicted on **Exhibit D** ("**Pool Club**") for swimming, sunbathing and similar recreational swimming pool activities. All Co-owners and others designated by the Developer as entitled to use the Pool Club will be the "**Pool Club Members.**" All use of the Pool Club shall be subject to the terms, rules and regulations as adopted by the Developer from time-to-time, including but not limited to hours of operation, guest privileges and charges and identifying permitted or prohibited activities. This easement does not include any riparian rights or interests of Developer in Lake Macatawa.

3.2 Maintenance. The Developer will operate, maintain, repair and replace improvements to the Pool Club in a first class condition.

3.3 Pool Club Dues. One-third of all costs and expenses arising from the operation, maintenance, repair and replacement of the Pool Club by the Developer, plus a 15% management and administration fee ("**Pool Club Dues**"), will be levied by the Developer equally among the Co-owners during the Development Period. The Developer will be responsible for payment of the Pool Club Dues for all Units owned by Developer; for purposes of this Section 3.3, during the Development Period there will be a presumption that there are a total of forty (40) Units until the end of the Development Period and the Developer owns all Units not owned by other Co-owners. The other two-thirds will be paid by the Developer as Owner of the balance of the Point West Property during the Development Period, subject to any sub-allocation the Developer may make to some other specific portion or portions of the Point West Property. After the Development Period, the Pool Club Dues shall be allocated on a proportionate share basis based on the number of "use units" attributable to the improvements on each part of the Point West Property. One use unit shall be attributed to each residence with a certificate of occupancy, whether single family home or condominium unit and one use unit shall be attributed to each boat slip which may exist from time to time. Developer shall invoice the Co-owners no more frequently than monthly and no less frequently than annually for their respective Pool Club Dues, which shall be paid within thirty (30) days after receipt. Upon request, Developer will provide a breakdown of costs and expenses.

4. Operation, Maintenance, Repair and Replacement.

4.1 Operation and Maintenance Costs and Expenses. Costs and expenses of operation and maintenance include applicable real estate taxes, insurance premiums, utility bills, trash and garbage collection, snow plowing, lawn care and street or other lighting.

4.2 Reserves. The Developer's initial capital costs of constructing the Access Road Improvements, the Beach Club improvements and the Pool Club improvements will not be included in costs of operation, maintenance, repair or replacement. The Developer may include the costs of funding reserves for future repair and replacement of improvements in the Common Improvements Charge, Beach Club Dues and Pool Club Dues. All reserves will be held in a separate bank account to be used only for future repair and replacement of improvements and not for operation and maintenance. The Developer will maintain fidelity bonds for all parties handling or

responsible for reserve funds exceeding the amounts in reserve. Upon request, the Developer will provide an annual accounting of the reserve funds.

5. Payment and Collection of Dues and Common Improvement Charges. Dues and Common Improvement Charges will be paid and collected in accordance with the following provisions:

5.1 Apportionment of Dues and Common Improvement Charges and Penalties for Default. Dues and Common Improvement Charges will be payable by Co-owners to Developer within thirty (30) days of billing, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of Dues and Common Improvement Charges will be in default if such Dues and Common Improvement Charges, or any part thereof, is not paid to the Developer in full on or before the due date for such payment.

Each payment of any Dues and Common Improvement Charges in default for ten or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum (or such higher rate allowed by law as the Developer will determine) until each installment is paid in full. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all Dues and Common Improvement Charges (including costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of Dues and Common Improvement Charges in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment; and third, to amounts in default in order of their due dates.

5.2 Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself or herself from liability for his or her Dues or Common Improvement Charges by waiver of the use or enjoyment of any Access Road, Access Walk, Beach Club or Pool Club or by the abandonment of his or her Unit.

5.3 Enforcement.

5.3.1 Remedies. In addition to any other remedies available to the Developer, the Developer may enforce collection of delinquent Dues and Common Improvement Charges by a suit at law for a money judgment or by foreclosure of this lien that secures payment of Dues and Common Improvement Charges. The Developer also may discontinue the furnishing of use or service to a Co-owner in default upon seven days written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the land or improvements or facilities of the Access Roads, Access Walks, the Beach Club or the Pool Club which is in default so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him or her. All of these remedies will be cumulative and not alternative and will not preclude the Developer from exercising such other remedies as may be available at law or in equity.

5.3.2 Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Point West Property, will be deemed to have granted to the Developer the unqualified right to elect to foreclose the lien securing payment of Dues and Common Improvement Charges either by judicial action or by advertisement as a mortgage lien. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. A foreclosure of this lien shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action except the Developer is entitled to interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Point West Property will be deemed to have authorized and empowered the Developer to sell or to cause to be sold the Unit with respect to which the Dues and Common Improvement Charges is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established in this Declaration. Each Co-owner acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Developer to foreclose by advertisement the lien for nonpayment of Dues and Common Improvement Charges and a hearing on the same prior to the sale of the subject Unit.

5.3.3 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her or their last known address, a written notice that one or more payments of Dues or Common Improvement Charges levied against the pertinent Unit is or are delinquent and that the Developer may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Developer that sets forth (i) the affiant's capacity to make the affidavit, (ii) the other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future Dues and Common Improvement Charges), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Ottawa County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten day period, the Developer may take such remedial action as may be available to it under this Declaration or under Michigan law. In the event the Developer elects to foreclose the lien by advertisement, the Developer will so notify the delinquent Co-owner and will inform him or her that he or she may request a judicial hearing by bringing suit against the Developer.

5.3.4 Expenses of Collection. The expenses incurred in collecting unpaid Dues and Common Improvement Charges, including interest, costs, actual attorneys' fee (not limited to statutory fees) and advances for taxes or other liens paid by the Developer to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his or her Unit.

6. **Zoning.** The Point West Property is subject to a planned unit development by Park Township, Ottawa County, Michigan, the conditions and regulations of which may be reviewed by an interested person in the Office of Planning and Community Development of Park Township. The planned unit development has provisions that if repairs to and maintenance of the private drives are not made so as to maintain the private drives in reasonably good and usable condition, Park Township shall have the authority, but not the obligation, to repair and maintain the private drives and assess the Developer and/or Owners within the Project for the total cost, plus an administrative fee of ten percent (10%) of the total cost of such repairs and maintenance.

7. **Reservations of Rights.**

7.1 **Access Road and Access Walk Use Reservation.** Developer reserves the right to use Access Roads and Access Walks for any purposes which are not inconsistent with the use of the easements granted in this Declaration, with such reserved rights of Developer, to include, but not limited to, for landscaping, signage, underground utility lines, driveways, curbing, curb cuts and related improvements.

7.2 **Recreational Facility Use Reservation.** Developer reserves the right to designate persons who may use any or all Beach Club or Pool Club recreational facilities in addition to the Co-owners. The Developer may condition the right of other persons to use the Beach Club or Pool Club recreational facilities on any terms and conditions the Developer determines.

7.3 **Access Road or Walk Closure.** Developer reserves the right to close off Access Roads and Access Walks, in whole or part, for such period or periods of time as may be necessary in connection with (i) any necessary repairs to any road improvements located therein, and/or (ii) the construction, installation, maintenance, repair or operation of improvements to the Point West Property. In the event Developer determines it to be necessary to temporarily completely close an Access Road or Walk, Developer shall attempt in good faith to coordinate any such closure and the rerouting of traffic with the Co-owners and to complete any such activities in a prompt manner; Developer shall, in any event, provide reasonably direct alternate access during such closure, so as to minimize any interference with the operation of the Point West Property. None of the easements granted by Developer in this Declaration shall be construed to grant or permit access to the Point West Property by canvassers or picketers, and Developer reserves the right to prohibit such activities on the Point West Property.

7.4 **Granting Additional Easements.** Developer shall have the right to grant other nonexclusive easements, rights and encumbrances as to the Access Roads and Access Walks Improvements, the Beach Club, the Pool Club and to grant public utility easements to municipal authorities and other utility service providers.

8. **Insurance.**

8.1 **Extent of Coverage.** The Developer shall, to the extent appropriate given the nature of the Bay Road Improvements, the Beach Club and the Pool Club carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Bay Road

Improvements, the Beach Club and the Pool Club. All premiums upon insurance purchased by the Developer pursuant to this Declaration will be costs and expense of maintenance, repair, replacement and operation of Bay Road Improvements, the Beach Club and the Pool Club.

8.2 Authority of Developer to Settle Insurance Claims. Each Owner, by acceptance of a deed, land contract, or other conveyance, does thereby appoint the Developer as the Owner's true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Bay Road Improvements, the Beach Club and the Pool Club, and such insurer as may, from time to time, provide such insurance for the Bay Road Improvements, the Beach Club and the Pool Club. Without limitation on the generality of the foregoing, the Developer as said attorney will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Developer, the Owners and respective mortgagees, as their interests may appear (subject always to this Declaration), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and Condominium Associations as are necessary or convenient to the accomplishment of the foregoing.

9. Right to Cure. If the Developer shall materially fail to perform its maintenance, repair or replacement obligations as provided in this Declaration, and does not cure such failure to perform within thirty (30) days after receipt of written notice thereof from an Association or Associations, the Association(s) or another Owner (except in the case of an emergency, in which case notice shall be given as soon thereafter as is reasonably possible), or if such default is of a kind which cannot reasonably be cured within thirty (30) days, and the Developer does not within such thirty (30) day period commence to cure such default and diligently thereafter prosecute such cure to completion, then in such event, an Association(s) or another Owner (the "**Curing Party**") shall have the right to enter upon those portions of the Point West Property owned by Developer as is reasonably necessary to perform such maintenance, repair or replacement. The Curing Party shall perform such maintenance, repair or replacement promptly and in a good and workmanlike manner, in accordance with all terms and conditions of this Declaration, shall procure prior to commencing its maintenance, repair or replacement activities the insurance coverages set forth in Section 8.1, and shall perform such maintenance, repair or replacement in such a manner as not to materially interfere with the operation of any Point West Common Improvements. The Curing Party may thereafter submit to the Developer invoices, accompanied by appropriate supporting documentation, for the costs and expenses reasonably incurred by the Curing Party in curing such default, which invoices shall be paid within thirty (30) days after receipt.

10. Covenants Running with Land. Except as otherwise specifically provided in this Declaration, the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, and all persons or entities claiming under them. No Owner shall, unless otherwise provided in this Declaration, have any obligation or liability under this Declaration for any claim or matter accruing or resulting from conditions created subsequent to transfer by such Owner of fee title to such portion of the Point West Property.

11. **Condominium Ownership.** When land within the Point West Property is submitted to condominium ownership, the Condominium Association of each condominium will be authorized to act on behalf of the condominium's Co-owners in all matters related to this Declaration; including amendments under Section 14. The Condominium Association will be responsible to include in its budget and pay the obligations of the Co-owners of that portion of the Point West Property for Dues and Common Improvement Charges if the Developer bills the Association for its Co-owners' Dues and Common Improvement Charges. All such obligations must be assessed against the condominium units as an expense of the condominium and as such will be a lien against the condominium units if unpaid, provided that the Co-owners are not released from their obligations under this Declaration if their Condominium Association fails to fulfill those obligations on their behalf.

12. **References to Owners.** Wherever reference is made in this Declaration to an Owner, such reference will be deemed to include all Owners collectively with any ownership interest in the respective properties respectively owned by them in the Point West Property, whether there will be one or more such Owners and whether the ownership is of parcels, lots or condominium units.

13. **Assignment.** Any or all of the rights and powers granted or reserved to the Developer in this Declaration or by law, including responsibility for operation, maintenance, repair and replacement of the Access Roads, Access Walks, Beach Club, Pool Club and other aspects of the operation of the Point West Property, the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or person, including any Condominium Association. Any such assignment or transfer will be made only by appropriate instrument in writing by Developer duly recorded in the Office of the Ottawa County Register of Deeds.

14. **Amendment and Termination.** Except as otherwise provided in this Section and in Sections 1.1.4, 2.2, and 11, this Declaration may be amended, altered, modified or terminated by, and only by, the mutual written agreement of all parties, including mortgagees, then owning any fee interest of record in the areas affected by the amendment, alteration, modification or termination (excluding areas which are not then, but could in the future become, subject to this Declaration). It is expressly understood and agreed that no amendment, alternation, modification or termination, in whole or in part, shall require any consent or approval on the part of any occupant, permittee, licensee or tenant of the Point West Property, other than a fee owner. Amendments may be made without the consent of Condominium Associations or Owners or mortgagees by the Developer alone as long as the amendment does not materially alter or change the rights of the Owner or mortgagee, including, but not limited to, amendments facilitating mortgage loan financing for existing or prospective Owners and/or 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 and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages. Amendments may also be made without the consent of Condominium Associations or Owners or mortgagees by the Developer alone even if such amendment will materially alter or change the rights of the Co-owners or mortgagees for the purpose of correcting survey or other errors or to achieve compliance with the laws of the State of Michigan or with ordinances, rules, interpretations or orders of any government body or agency or any court of

competent jurisdiction, or to amend **Exhibit A** attached hereto either to withdraw lands owned by Developer which may be designated as subject to this Declaration or to add adjoining lands owned by Developer or added with the consent of the owner which may be designated as subject to this Declaration. All of the Owners and mortgagees and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to the Developer making any amendment or amendments authorized by this Section. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendment or amendments, and all ancillary documents necessary to effectuate such amendments.

15. No Third-Party Beneficiary. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the fee Owners of the Point West Property, their tenants, licensees and permittees, and their respective successors and assigns, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or entity.

16. Miscellaneous.

16.1 Notice. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by certified mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given three (3) days after the date upon which the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed in the case of certified mail, and two (2) days after the date upon which the notice is deposited with a national overnight courier service with all fees and charges prepaid, and mailed to the party to be notified at the addresses set forth below, or at the last changed address given by such party as herein provided:

If to Developer at:	Point West I, L.L.C. Attention: James Rosloniec 660 Ada Drive SE Ada, MI 49301-09153
With a copy to:	McShane & Bowie, P.L.C. Attention: David L. Smith 99 Monroe Avenue NW, Suite 1100 Grand Rapids, MI 49503
If to a Co-owner:	To the Unit of the Co-owner or such other address as each Co-owner may designate in writing to the Developer.
If to a Condominium Association:	To the registered agent at the registered address on file with the State of Michigan

Any party may, at any time, change its notice address and/or add additional addressees for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a notice stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

16.2 Captions. The captions of the sections and subsections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

16.3 Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

16.4 No Partnership. Neither anything in this Declaration contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Declaration.

16.5 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Point West Property to the general public or for the general public or for any public purpose whatsoever.

16.6 Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

16.7 Waiver of Default. No waiver of any default by any party to this Declaration shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests.

16.8 Rights and Remedies. The rights and remedies given to any party to this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

16.9 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration. Any inconsistencies between the Site Plan Exhibits and the Legal Description Exhibits will be controlled by the Legal Description Exhibits.

16.10 Exemption from Transfer Tax. This instrument is exempt from state and county transfer tax as the consideration is less than $100.00. MCLA 207.505(a); MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned has executed this Master Declaration on the date above first written.

POINT WEST I, L.L.C., a Michigan limited liability company

By: _____
James Rosloniec
Its Manager

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 18th day of May, 2015, by James Rosloniec, the Manager of Point West I, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires
Acting in the County of Kent

CONSENT AND JOINDER

The undersigned Condominium Associations, Michigan non-profit corporations whose addresses are 2905 Lucerne Drive SE, Grand Rapids, Michigan 49546, hereby consent to and join in the above Master Declaration.

The Cottages at Point West Association
Duneside Villas at Point West Association

By: _____
Charles Hoyt
Their President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 18th day of May, 2015, by Charles Hoyt, the President of The Cottages at Point West Association and Duneside Villas at Point West Association, Michigan non-profit corporations, on behalf of the corporations.

Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires
Acting in the County of Kent

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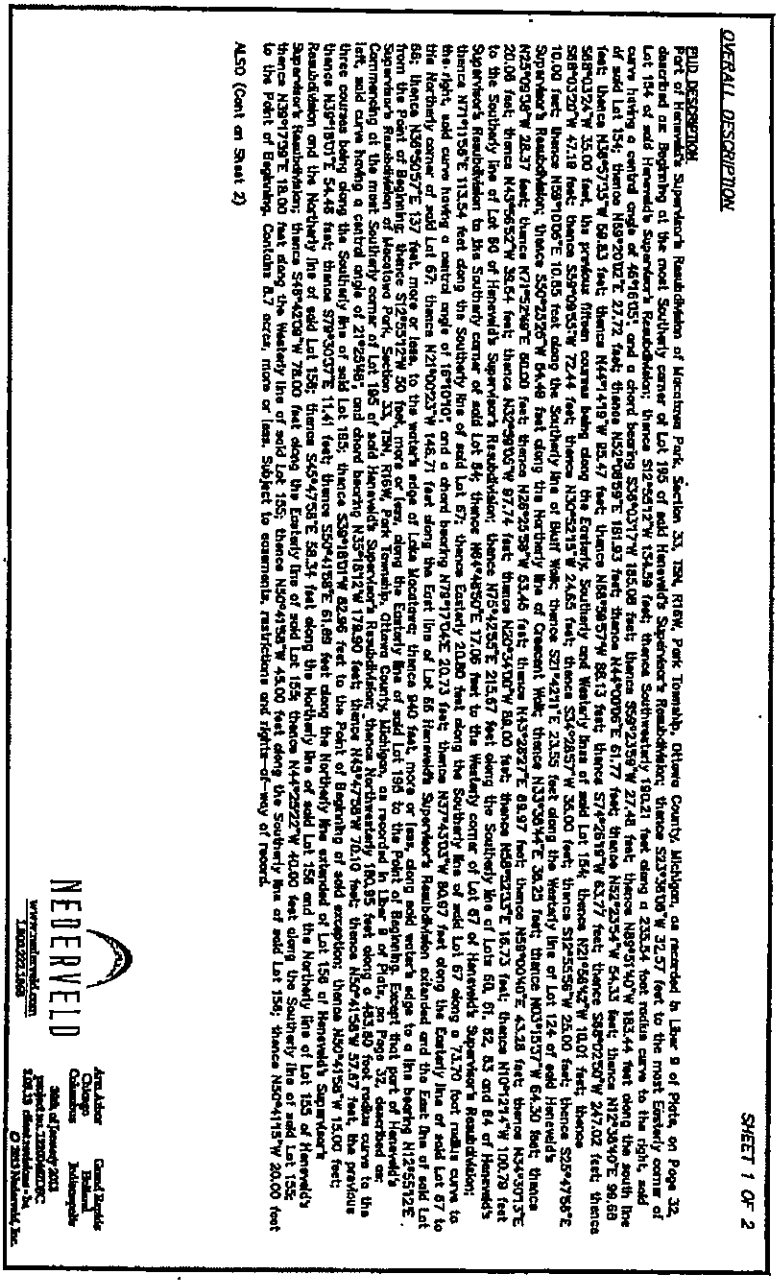
SCHEDULE OF EXHIBITS

Exhibit A-1	Legal Description of Point West Property
Exhibit A-2	Site Plan of Point West Property
Exhibit B-1	Legal Description of Access Road Property
Exhibit B-2	Site Plan of Access Road Property
Exhibit C-1	Legal Description and Site Plan of Point West Beach Area
Exhibit C-2	Legal Description and Site Plan of Point West Open Beach Area
Exhibit D	Legal Description and Site Plan of Pool Club

EXHIBIT A-1
LEGAL DESCRIPTION OF POINT WEST PROPERTY

EXHIBIT "A-1"



OVERALL DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION

Part of Hanewald's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 8 of Plats, on Page 32, described as: Beginning at the most Southerly corner of Lot 195 of said Hanewald's Supervisor's Resubdivision; thence S23°36'06"W 32.57 feet to the most Easterly corner of Lot 154 of said Hanewald's Resubdivision; thence S12°53'12"W 154.39 feet; thence Southwesterly 190.21 feet along a 233.54 foot radius curve to the right, said curve having a central angle of 46°40'05" and a chord bearing S36°13'17"W 185.08 feet; thence S59°23'59"W 27.48 feet; thence N89°51'40"W 183.44 feet along the south line of said Lot 154; thence N89°20'02"E 27.72 feet; thence N52°08'59"E 181.93 feet; thence N44°00'06"E 61.77 feet; thence N52°23'54"W 54.33 feet; thence N12°36'40"E 98.68 feet; thence N38°57'35"W 59.83 feet; thence N44°14'19"W 85.47 feet; thence N58°56'57"W 88.13 feet; thence S74°25'19"W 63.77 feet; thence S88°02'50"W 247.02 feet; thence S68°03'24"W 35.00 feet, the previous fifteen courses being along the Easterly, Southerly and Westerly lines of said Lot 154; thence N22°58'42"W 10.01 feet; thence S68°03'20"W 47.18 feet; thence S58°08'55"W 72.44 feet; thence N30°52'15"W 24.65 feet; thence S12°55'58"W 25.00 feet; thence S28°47'58"E 10.00 feet; thence N58°10'05"E 10.85 feet along the Southerly line of Bluff Walk; thence S21°42'11"E 23.55 feet along the Westerly line of Lot 124 of said Hanewald's Supervisor's Resubdivision; thence S50°23'25"W 54.49 feet along the Northerly line of Crescent Walk; thence N33°58'44"E 36.25 feet; thence N03°15'57"W 64.30 feet; thence N25°09'08"W 28.37 feet; thence N71°52'48"E 80.00 feet; thence N28°23'58"W 83.46 feet; thence N43°28'27"E 69.97 feet; thence N59°00'40"E 43.38 feet; thence N34°30'13"E 20.04 feet; thence N43°56'52"W 38.54 feet; thence N32°58'05"W 97.74 feet; thence N58°23'13"E 16.73 feet; thence N10°12'14"W 100.79 feet to the Southerly line of Lot 60 of Hanewald's Supervisor's Resubdivision; thence N75°42'55"E 215.67 feet along the Southerly line of Lots 60, 61, 62, 63 and 64 of Hanewald's Supervisor's Resubdivision to the Southerly corner of said Lot 64; thence N64°48'50"E 17.06 feet to the Westerly corner of Lot 67 of Hanewald's Supervisor's Resubdivision; thence N71°11'58"E 113.54 feet along the Southerly line of said Lot 67; thence Easterly 20.80 feet along the Southerly line of said Lot 67 along a 73.70 foot radius curve to the right, said curve having a central angle of 16°10'10" and a chord bearing N78°17'04"E 20.73 feet; thence N37°43'03"W 80.67 feet along the Easterly line of said Lot 67 to the Northerly corner of said Lot 67; thence N21°00'23"W 146.71 feet along the East line of Lot 66 Hanewald's Supervisor's Resubdivision extended and the East line of said Lot 66; thence N36°50'57"E 137 feet, more or less, to the waters edge of Lake Macatawa; thence 940 feet, more or less, along said waters edge to a line bearing N12°55'12"E from the Point of Beginning; thence S12°55'12"W 50 feet, more or less, to the Point of Beginning. Except that part of Hanewald's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 8 of Plats, on Page 32, described as: Commencing at the most Southerly corner of Lot 195 of said Hanewald's Supervisor's Resubdivision; thence Northeasterly 190.85 feet along a 463.80 foot radius curve to the left, said curve having a central angle of 21°25'46" and chord bearing N33°51'12"W 178.90 feet; thence N43°47'58"W 70.10 feet; thence N50°41'58"W 57.67 feet, the previous three courses being along the Southerly line of said Lot 195; thence S39°18'01"W 82.96 feet to the Point of Beginning of said exception; thence N50°41'58"W 15.00 feet; thence N39°18'01"E 54.46 feet; thence S79°30'37"E 11.41 feet; thence S50°41'58"E 61.89 feet along the Northerly line extended of Lot 156 of Hanewald's Supervisor's Resubdivision and the Northerly line of said Lot 156; thence S43°47'58"E 59.34 feet along the Northerly line of said Lot 156 and the Northerly line of Lot 155 of Hanewald's Supervisor's Resubdivision; thence S48°43'58"W 78.00 feet along the Easterly line of said Lot 155; thence N44°22'27"W 40.00 feet along the Southerly line of said Lot 155; thence N39°17'39"E 18.00 feet along the Westerly line of said Lot 155; thence N50°41'58"W 45.00 feet along the Southerly line of said Lot 156; thence N50°41'15"W 20.00 feet to the Point of Beginning. Contains 0.7 acres, more or less. Subject to easements, restrictions and rights-of-way of record.

ALSO (Cont on Sheet 2)

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Date of Survey: 2/2/03
Project No: 1200202MDEC
CAD I.D.: dbmain\mdec-1a

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EXHIBIT A-2
SITE PLAN OF POINT WEST PROPERTY

EXHIBIT "A-2"

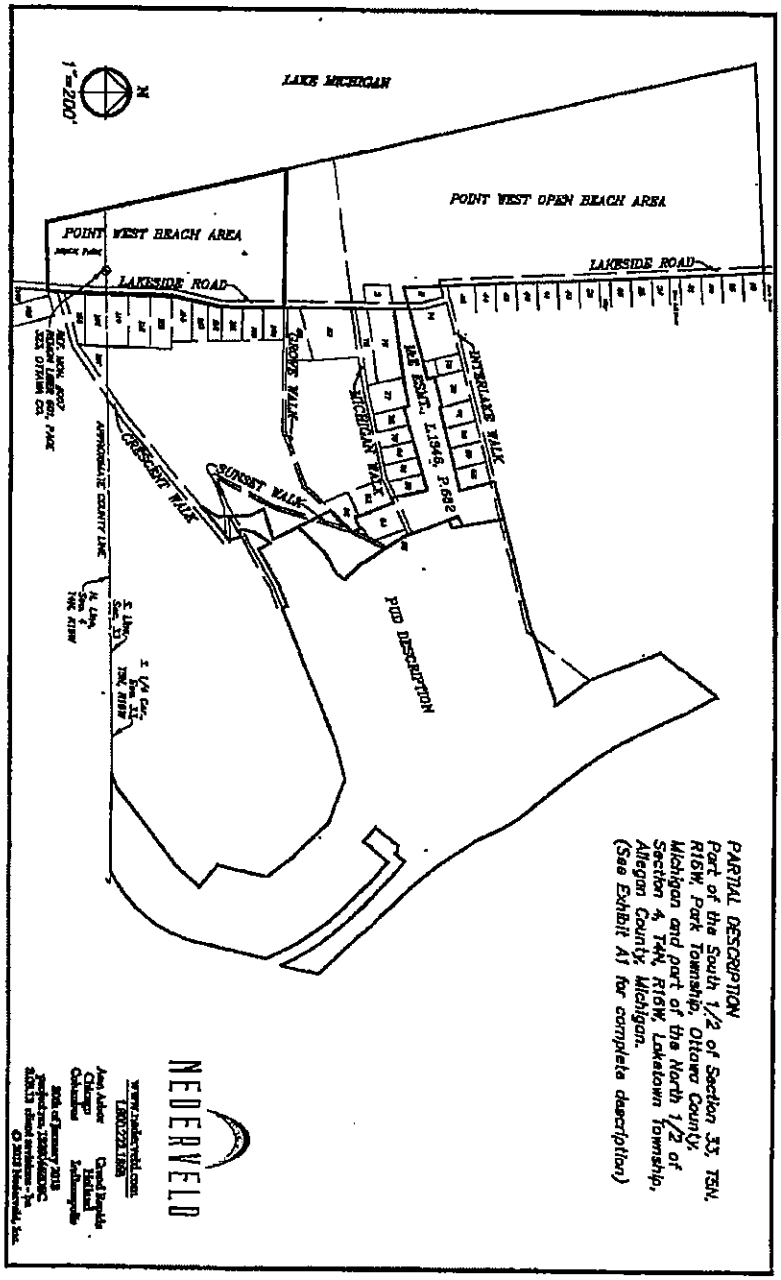
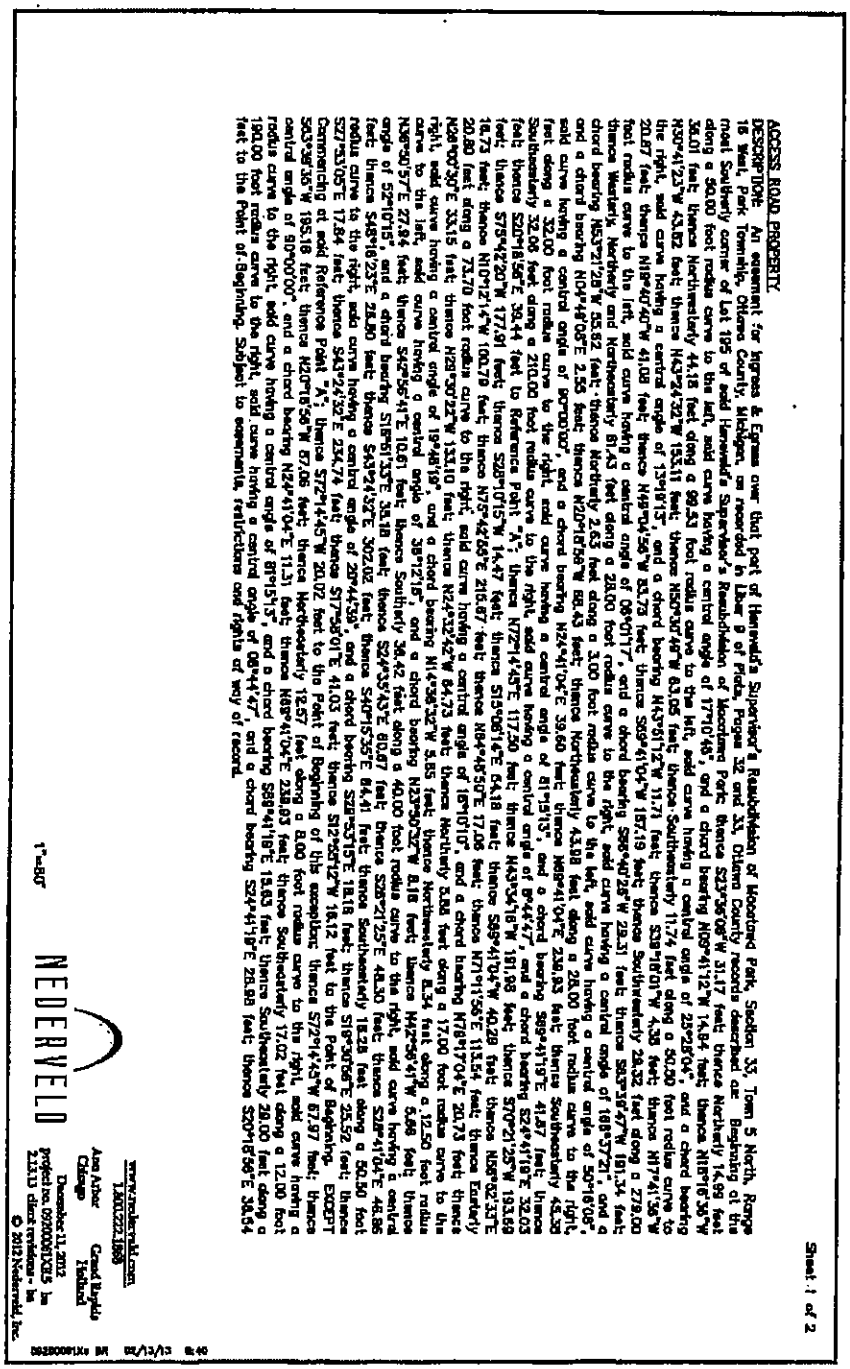


EXHIBIT B-1
LEGAL DESCRIPTION OF ACCESS ROAD PROPERTY

EXHIBIT "B-1"



ACCESS ROAD PROPERTY

DESCRIPTION: An easement for Ingress & Egress over that part of Hanewald's Supervisor's Resubdivision of Woodland Park, Section 35, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, Pages 32 and 33, Ottawa County records described as: Beginning at the most Southerly corner of Lot 195 of said Hanewald's Supervisor's Resubdivision of Woodland Park; thence S23°36'08"W 31.17 feet; thence Northerly 14.99 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 17°10'45", and a chord bearing N08°41'12"W 14.94 feet; thence N16°16'36"W 36.01 feet; thence Northwesterly 44.18 feet along a 99.53 foot radius curve to the left, said curve having a central angle of 25°25'04", and a chord bearing N30°41'23"W 43.82 feet; thence N43°24'32"W 153.11 feet; thence N50°30'48"W 83.05 feet; thence Southwesterly 11.74 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 13°26'13", and a chord bearing N43°51'12"W 11.71 feet; thence S39°16'01"W 4.38 feet; thence N17°41'36"W 20.87 feet; thence N19°40'40"W 41.08 feet; thence N49°04'56"W 82.78 feet; thence Southwesterly 24.32 feet along a 278.00 foot radius curve to the left, said curve having a central angle of 05°00'17", and a chord bearing S36°40'28"W 23.31 feet; thence S33°38'47"W 191.34 feet; thence Westerly, Northerly and Northeasterly 81.43 feet along a 28.00 foot radius curve to the right, said curve having a central angle of 166°37'21", and a chord bearing N53°12'28"W 55.82 feet; thence Northerly 2.63 feet along a 3.00 foot radius curve to the left, said curve having a central angle of 50°16'08", and a chord bearing N04°48'08"E 2.55 feet; thence N20°16'56"W 88.43 feet; thence Northeasterly 43.98 feet along a 28.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 39.60 feet; thence N69°41'04"E 238.83 feet; thence Southeasterly 45.30 feet along a 32.00 foot radius curve to the right, said curve having a central angle of 81°15'13", and a chord bearing S69°41'19"E 41.57 feet; thence Southeasterly 32.08 feet along a 210.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 32.03 feet; thence S20°18'58"E 338.44 feet to Reference Point "A"; thence N72°14'45"E 117.50 feet; thence N43°54'19"W 191.88 feet; thence S70°21'25"W 193.69 feet; thence S75°42'20"W 177.91 feet; thence S20°10'15"W 14.47 feet; thence S15°06'14"E 54.18 feet; thence S69°41'04"W 40.28 feet; thence N58°52'33"E 16.73 feet; thence N10°12'14"W 100.79 feet; thence N75°42'59"E 216.67 feet; thence N84°48'50"E 17.06 feet; thence N71°11'56"E 113.54 feet; thence Easterly 20.80 feet along a 73.70 foot radius curve to the right, said curve having a central angle of 16°10'10", and a chord bearing N78°17'04"E 20.73 feet; thence N28°00'30"E 33.15 feet; thence N29°30'22"W 133.10 feet; thence N24°32'42"W 84.73 feet; thence Northerly 5.88 feet along a 17.00 foot radius curve to the right, said curve having a central angle of 19°48'19", and a chord bearing N14°38'32"W 5.85 feet; thence Northwesterly 8.34 feet along a 12.50 foot radius curve to the left, said curve having a central angle of 38°12'15", and a chord bearing N23°30'32"W 8.18 feet; thence N42°56'41"W 5.98 feet; thence N36°30'57"E 27.84 feet; thence S42°56'41"E 10.61 feet; thence Southerly 36.42 feet along a 40.00 foot radius curve to the right, said curve having a central angle of 52°10'15", and a chord bearing S16°51'33"E 35.18 feet; thence S24°35'43"E 80.87 feet; thence S22°21'25"E 48.50 feet; thence S28°41'04"E 46.86 feet; thence S48°16'23"E 28.80 feet; thence S42°24'32"E 302.02 feet; thence S40°59'25"E 84.41 feet; thence Southeasterly 11.28 feet along a 50.50 foot radius curve to the right, said curve having a central angle of 20°44'59", and a chord bearing S32°53'15"E 11.18 feet; thence S18°30'56"E 35.52 feet; thence S27°53'05"E 17.84 feet; thence S43°24'32"E 234.74 feet; thence S17°56'01"E 41.03 feet; thence S12°55'12"W 16.12 feet to the Point of Beginning. EXCEPT Commencing at said Reference Point "A"; thence S72°14'45"W 20.02 feet to the Point of Beginning of this exception; thence S72°14'45"W 67.97 feet; thence S63°58'36"W 195.16 feet; thence N20°18'56"W 67.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 238.83 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central angle of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 28.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 08°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'58"E 30.54 feet to the Point of Beginning. Subject to easements, restrictions and rights of way of record.

Sheet 1 of 2

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December 11, 2012
project no. 0920000812X15 - ba
2.1313 client review - ba

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0920000812x15 BR 12/13/12 8:40

1"=50'

EXHIBIT "B-1"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S23°36'00"W	31.17'
L2	N18°16'36"W	38.01'
L3	N43°24'32"W	153.11'
L4	N50°30'49"W	63.05'
L5	S39°18'01"W	4.38'
L6	N17°41'36"W	20.87'
L7	N19°40'40"W	41.08'
L8	N49°04'56"W	83.73'
L9	S89°41'04"W	187.19'
L10	S83°39'47"W	191.34'
L11	N20°18'56"W	68.43'
L12	N69°41'04"E	239.93'
L13	S20°18'56"E	39.44'
L14	N72°14'45"E	117.50'
L15	N43°34'16"W	191.98'
L16	S70°21'25"W	193.69'
L17	S75°42'20"W	177.91'
L18	S28°10'15"W	14.47'
L19	S15°06'14"E	54.18'
L20	S69°41'04"W	40.29'
L21	N58°52'33"E	18.73'
L22	N10°12'14"W	100.79'
L23	N75°42'55"E	215.67'

LINE TABLE		
LINE	BEARING	LENGTH
L24	N84°48'50"E	17.06'
L25	N71°11'56"E	113.54'
L26	N26°00'30"E	33.15'
L27	N29°30'22"W	133.10'
L28	N24°32'42"W	64.73'
L29	N42°56'41"W	5.66'
L30	N36°50'57"E	27.94'
L31	S42°56'41"E	10.61'
L32	S24°35'43"E	60.67'
L33	S26°21'25"E	48.30'
L34	S28°41'04"E	46.86'
L35	S48°16'23"E	28.60'
L36	S43°24'32"E	302.02'
L37	S40°16'35"E	84.41'
L38	S19°30'56"E	25.52'
L39	S27°53'05"E	17.84'
L40	S43°24'32"E	234.74'
L41	S17°58'01"E	41.03'
L42	S12°55'12"W	18.12'
L43	S72°14'45"W	67.97'
L44	S83°39'35"W	195.18'
L45	N20°18'56"W	87.06'
L46	N69°41'04"E	239.93'
L47	S20°18'56"E	38.54'

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	14.99'	50.00'	14.94'	N09°41'12"W	17°10'48"
C2	44.18'	99.53'	43.82'	N30°41'23"W	25°26'04"
C3	11.74'	50.50'	11.71'	N43°51'12"W	13°19'13"
C4	29.32'	279.00'	29.31'	S66°40'26"W	6°01'17"
C5	81.43'	28.00'	55.92'	N53°21'28"W	166°37'21"
C6	2.63'	3.00'	2.55'	N04°49'08"E	50°16'08"
C7	43.98'	28.00'	39.60'	N24°41'04"E	90°00'00"
C8	45.38'	32.00'	41.87'	S69°41'19"E	81°15'13"
C9	32.06'	210.00'	32.03'	S24°41'19"E	8°44'47"
C10	20.80'	73.70'	20.73'	N79°17'04"E	16°10'10"
C11	5.88'	17.00'	5.85'	N14°38'32"W	19°48'19"
C12	8.34'	12.50'	8.18'	N23°50'32"W	38°12'18"
C13	36.42'	40.00'	35.18'	S18°51'33"E	52°10'15"
C14	18.28'	50.50'	18.18'	S29°53'15"E	20°44'39"
C15	12.57'	8.00'	11.31'	N24°41'04"E	90°00'00"
C16	17.02'	12.00'	15.63'	S69°41'19"E	81°15'13"
C17	29.00'	190.00'	28.98'	S24°41'19"E	8°44'47"

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December 11, 2012
project no. 09200061XR.5 ba
2.13.13 client revisions - ba

1"=80'

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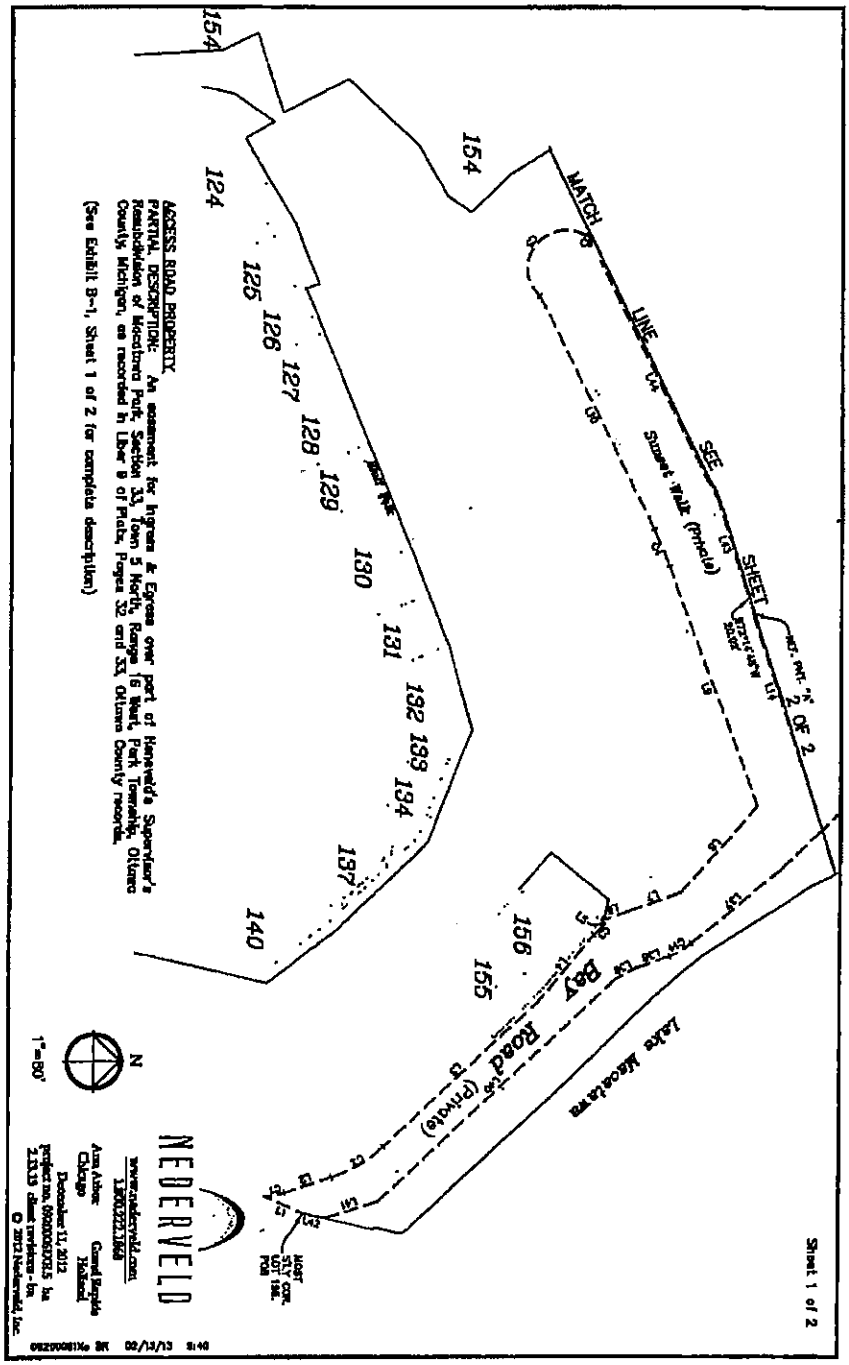
09200061Xr BK 02/13/13 9:40

EXHIBIT B-2
SITE PLAN OF ACCESS ROAD PROPERTY

EXHIBIT "B-2"



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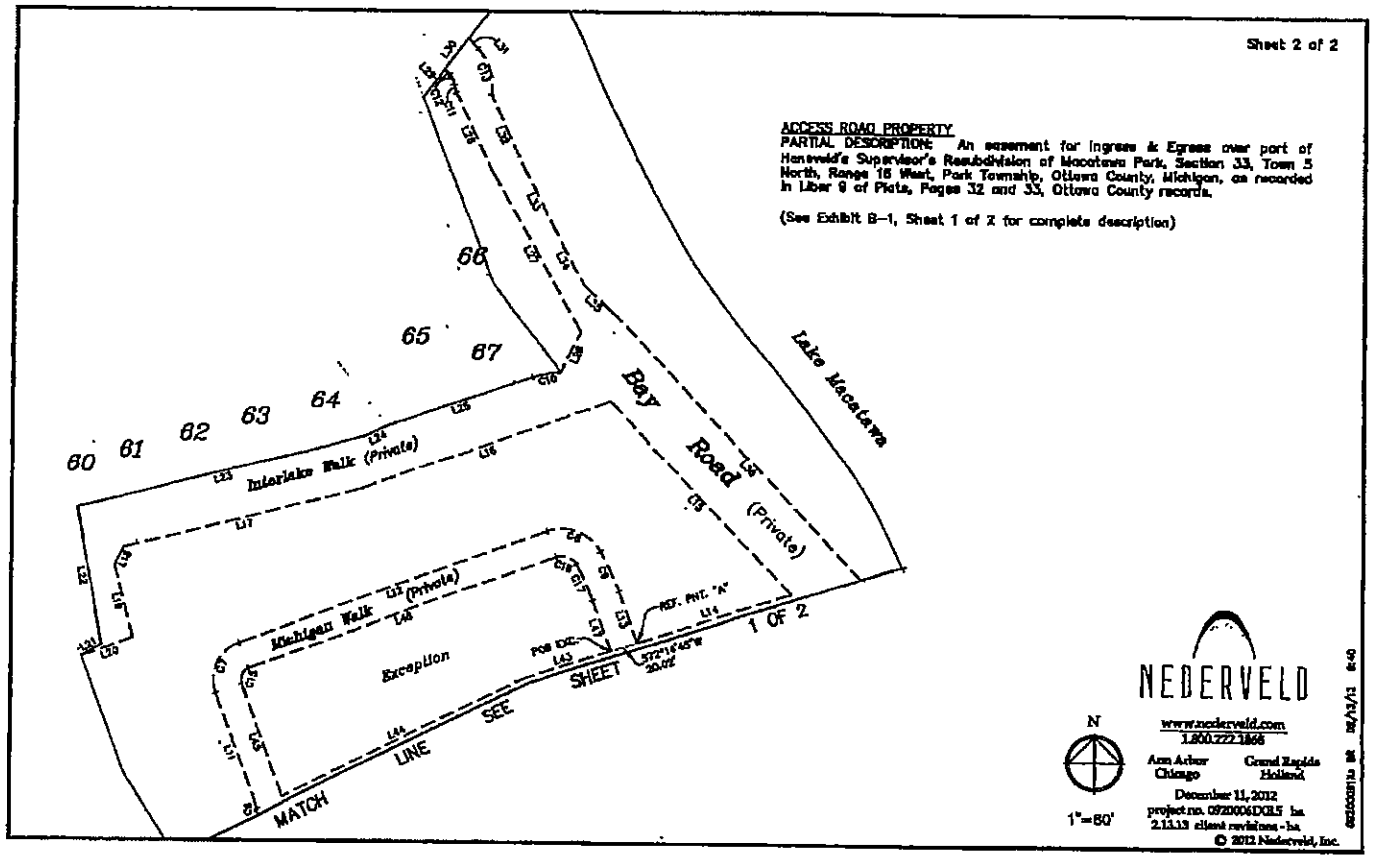

Sheet 2 of 2
ACCESS ROAD PROPERTY
PARTIAL DESCRIPTION: An easement for Ingress & Egress over part of Hansveld's Supervisor's Resubdivision of Macatawa Park, Section 33, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, Pages 32 and 33, Ottawa County records.
(See Exhibit B-1, Sheet 1 of 2 for complete description)
60
61
62
63
64
65
66
67
Interlake Walk (Private)
Michigan Walk (Private)
Exception
Bay Road (Private)
Lake Macatawa
REF. PNT. "A"
POB EXC.
MATCH LINE SEE SHEET 1 OF 2
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Ann Arbor Chicago
Grand Rapids Holland
December 11, 2012
project no. 0920006DG15 ha
2.13.13 client revisions - ha
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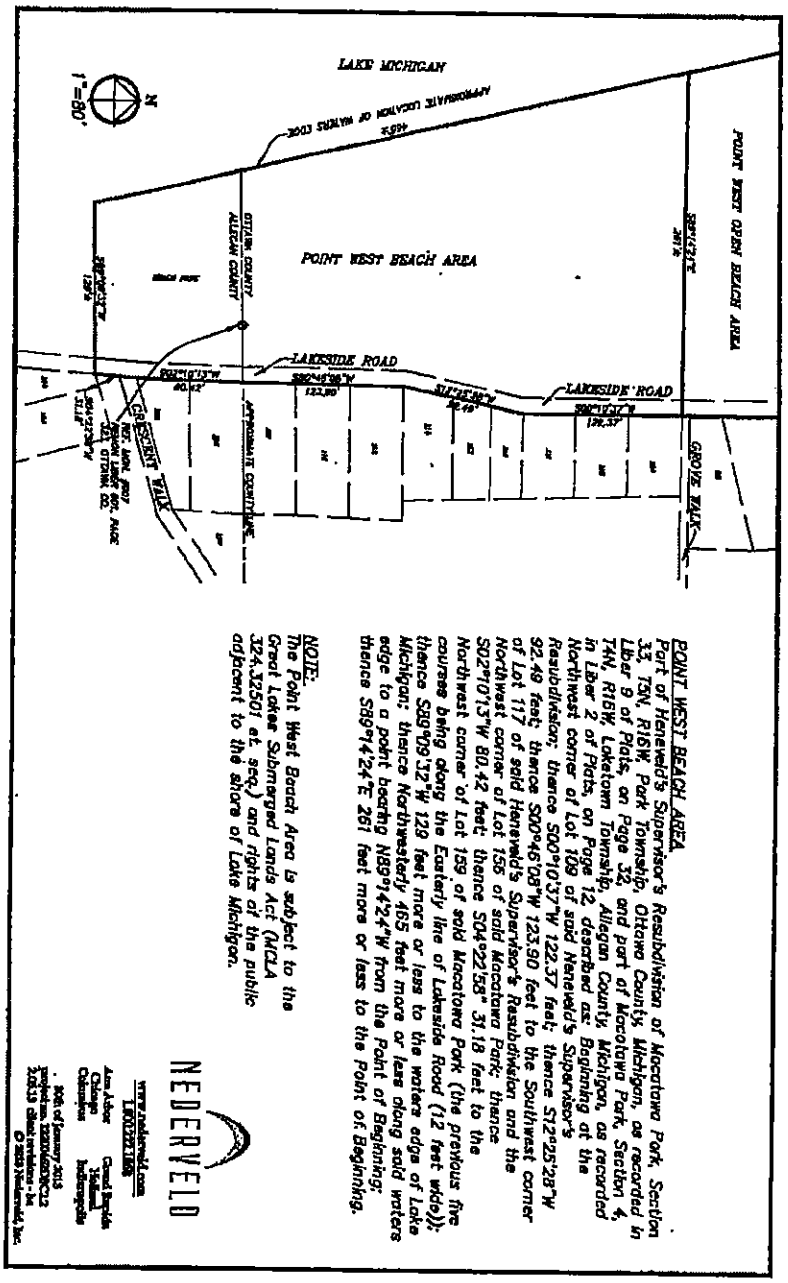
N
1"=60'

EXHIBIT C-1
POINT WEST BEACH AREA
LEGAL DESCRIPTION AND SITE PLAN OF POINT WEST BEACH AREA

EXHIBIT "C-1"



POINT WEST BEACH AREA

Part of Henewelt's Supervisor's Resubdivision of Macatawa Park, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, and part of Macatawa Park, Section 4, T4N, R16W, Laketown Township, Allegan County, Michigan, as recorded in Liber 2 of Plats, on Page 12, described as: Beginning at the Northwest corner of Lot 159 of said Henewelt's Supervisor's Resubdivision; thence S00°46'08"W 123.90 feet; thence S12°25'28"W 92.49 feet; thence S00°46'08"W 123.90 feet to the Southwest corner of Lot 117 of said Henewelt's Supervisor's Resubdivision and the Northwest corner of Lot 156 of said Macatawa Park; thence S02°10'13"W 80.42 feet; thence S04°22'58" 31.18 feet to the Northwest corner of Lot 159 of said Macatawa Park (the previous five courses being along the Easterly line of Lakeside Road (12 feet wide)); thence S89°09'32"W 129 feet more or less to the waters edge of Lake Michigan; thence Northwesterly 465 feet more or less along said waters edge to a point bearing N89°14'24"W from the Point of Beginning; thence S89°14'24"E 261 feet more or less to the Point of Beginning.

NOTE:
The Point West Beach Area is subject to the Great Lakes Submerged Lands Act (MCLA 324.32501 et. seq.) and rights of the public adjacent to the shore of Lake Michigan.

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EXHIBIT C-2
POINT WEST OPEN BEACH AREA
LEGAL DESCRIPTION AND SITE PLAN OF POINT WEST OPEN BEACH AREA

EXHIBIT "C-2"

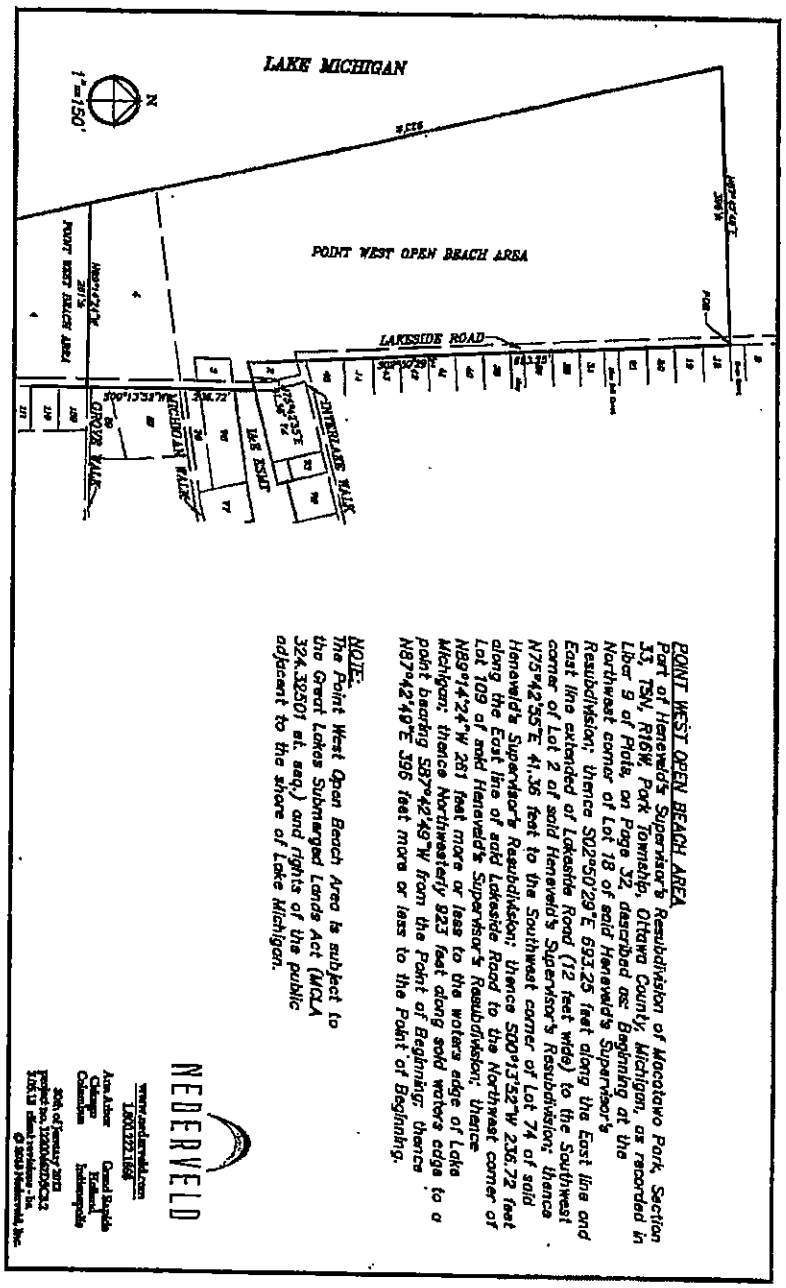
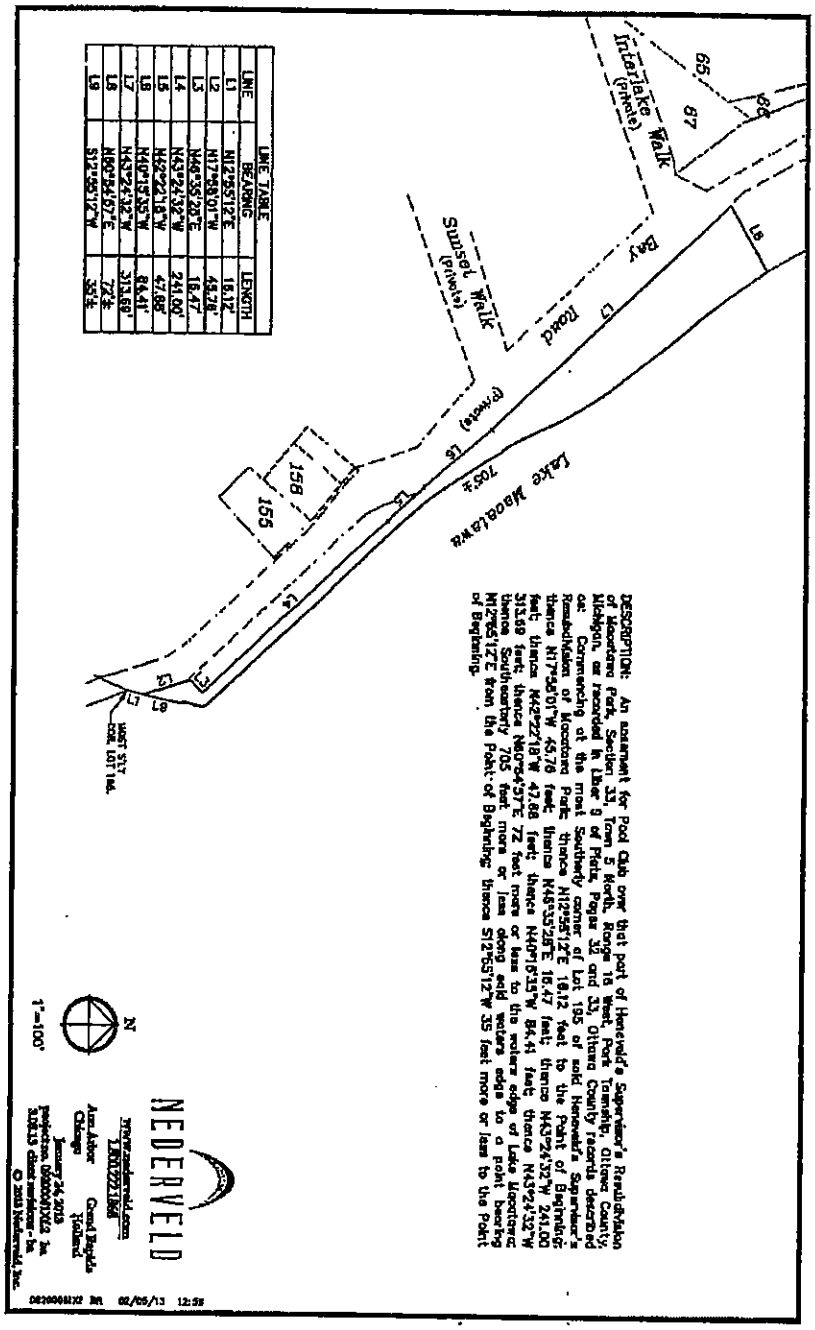


EXHIBIT D
LEGAL DESCRIPTION AND SITE PLAN OF POOL CLUB

EXHIBIT "D"



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8745426
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2018-0003103
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OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
01/26/2018 AT 11:46 AM
MISC AMENDMENT
30.00

POINT WEST AT MACATAWA PARK
FIRST AMENDMENT TO MASTER DECLARATION

THIS FIRST AMENDMENT TO MASTER DECLARATION ("**Declaration**") is executed as of this 8th day of January, 2018,, by POINT WEST I, L.L.C., a Michigan limited liability company, of 660 Ada Drive SE, Ada, Michigan 49301 ("**Developer**").

PRELIMINARY STATEMENTS

A. Developer recorded the Point West at Macatawa Park Master Declaration dated May 18, 2015, recorded May 26, 2015, as Instrument No. 2015-0018581, Ottawa County, Michigan records, as updated by Affidavit of Scrivener's Error dated May 29, 2015, recorded June 3, 2015, as Instrument No. 2015-0019959, Ottawa County, Michigan records, (the "Declaration") that established and encumbered the Point West Property and other such property, or portions thereof.

B. Developer has the power under Section 14 of the Declaration "to amend Exhibit A attached hereto ... to withdraw lands owned by Developer which may be designated as subject to this Declaration."

C. Developer desires to amend the Declaration to remove the Pool Club referenced in Sections 3, 3.1, 3.2 and 3.3 and Exhibit D in the Declaration.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. **Pool Club.** The Pool Club Easement is hereby terminated and Sections 3, 3.1, 3.2, and 3.3 and Exhibit D of the Declaration are deleted.

2. **Miscellaneous.**

2.1 Effect of Amendment. All provisions of the Declaration shall remain in full force and effect, except as amended herein.

2.2 Exemption from Transfer Tax. This instrument is exempt from state and county transfer tax as the consideration is less than $100.00. MCLA 207.505(a); MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Master Declaration on the date above first written.

POINT WEST I, L.L.C., a Michigan limited liability company

By: _____
James Rosloniec
Its Manager

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 12th day of October, 2017, by James Rosloniec, the Manager of Point West I, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires 03-11-2022
Acting in the County of Kent

CONSENT AND JOINDER

The undersigned Condominium Associations, Michigan non-profit corporations whose addresses are 660 Ada Drive, Suite 301, Ada, Michigan 49301, hereby consent to and join in the above Master Declaration.

The Cottages at Point West Association and
Duneside Villas at Point West Association

By: _____
Charles Hoyt, Their President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 12th day of October, 2017, by Charles Hoyt, the President of The Cottages at Point West Association and Duneside Villas at Point West Association, Michigan non-profit corporations, on behalf of the corporations.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires 03-11-2022
Acting in the County of Kent

495057_2

EXHIBIT A-1
LEGAL DESCRIPTION OF POINT WEST PROPERTY

EXHIBIT "A-1"

OVERALL DESCRIPTION

SHEET 1 OF 2

Also, excepting the property on Exhibit A-3

EXHIBIT A-2
SITE PLAN OF POINT WEST PROPERTY

EXHIBIT "A-2"

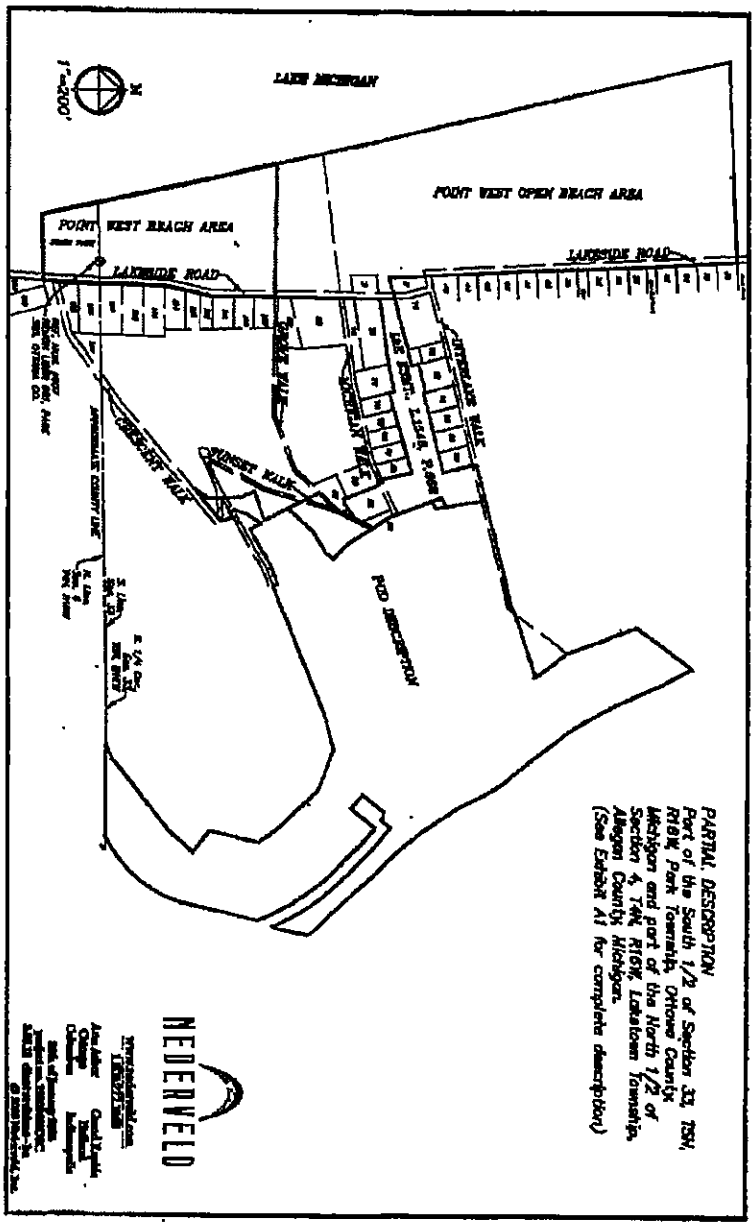

EXHIBIT A-3
Exception from A-1 and A-2

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Beginning at the most Southerly corner of Lot 195 of said Resubdivision; thence N12°55'12"E 16.12 feet; thence N17°58'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N19°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.60 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N29°53'15"W 18.18 feet; thence N40°15'35"W 84.41 feet; thence N43°24'32"W 271.95 feet; thence N36°42'57"E 68 feet, more or less, to the water's edge of Lake Macatawa; thence Southeasterly 398 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 18 feet, more or less, to the Point of Beginning. Contains 0.36 acres. Subject to declarations, easements, restrictions and rights-of-way of record.

RULES AND REGULATIONS

OF

POINT WEST BEACH CLUB

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ARTICLE 1
DEFINITIONS

"**Club**" means Point West Beach Club as defined in the Master Declaration.

"**Club Manager**" means the person designated by the Developer to operate the Club.

"**Club Privileges**" means the rights and privileges of use of the Beach Club area and facilities pursuant to the Master Declaration and the Rules. Club Privileges are non-transferrable.

"**Club Property**" means all personal property owned by the Club and any real or personal property for which the Club has use rights pursuant to any easement, license or use agreement, including without limitation, the property and amenities subject to the Master Declaration.

"**Day Guest**" means those Guests having Club Privileges on a daily basis on terms and conditions as determined by the Developer from time to time. "Day Guest" is also known as a "member for a day."

"**Developer**" means Point West I, L.L.C., a Michigan limited liability company.

"**Dock Member**" means a Member described in Section 2.1.2, who is not a Resident.

"**Effective Date**" means February 26, 2013, the effective date of these Rules and Regulations.

"**Guests**" means the Resident Guests, Non-resident Guests, Rental Guests and Day Guests. Guests shall not be Members.

"**Immediate Family**" means a Member's spouse or significant other and their children.

"**Initiation Fee**" shall have the meaning set forth in **Section 6.2**.

"**Master Declaration**" means the Point West Master Declaration dated February 13, 2013, and recorded February 26, 2013, as Instrument No. 2013-0009283, in the Ottawa County, Michigan, records.

"**Members**" and "**Memberships**" means the Resident Members, Dock Members and Non-resident Members, together with the membership rights and privileges attendant thereto.

"**Membership Obligation**" means all of the payment obligations of a Member or former Member to the Club as set forth in **Article 6**.

"**Non-resident Guest**" means those Guests that are staying at the residence of a Non-resident Member as a personal guest of such Non-resident Member and not through the rental of such residence via a rental program or other similar arrangement.

"**Non-resident Member**" means a Member described in **Section 2.1.3** who is not a Resident.

"Rental Guests" means those Guests accepted by the Developer as Rental Guests in connection with the rental of a Unit via a rental program or other similar arrangement authorized by the Developer from time to time.

"Resident Guests" means those Guests that are staying at a Resident Member's Unit as a personal guest of such Resident Member and not through the rental of the Unit.

"Resident Member" means the owners of Condominium Units in the Condominium Projects as defined in the Master Declaration, including The Cottages at Macatawa Park, who shall automatically and mandatorily be a Resident Member as provided for in the Master Declaration.

"Rules" means these Rules and Regulations and any other rules or regulations regarding any of the Club facilities adopted, supplemented and/or amended by the Developer from time to time.

"Schedule of Memberships" means the schedule maintained by the Developer showing the names and Membership category of each Member.

"Unit" means a condominium unit in a Condominium Projects as defined in the Master Declaration, including The Cottages at Macatawa Park.

ARTICLE 2
MEMBERS AND GUESTS

2.1 Categories of Memberships. The Club shall have three categories of Memberships.

2.1.1 Resident Memberships. The Resident(s) of Units from time to time are automatically Resident Member(s).

2.1.2 Dock Memberships. Any boat owner with a boat properly docked in the Point West docks with the permission of the Developer.

2.1.3 Non-resident Memberships. Any individual accepted for Membership as provided for below and who is not a Resident Member or a Dock Member shall be a Non-resident Member. The maximum number of Non-Resident Memberships shall be as determined by the Developer from time to time.

2.2 Guests. There are four categories of Guests entitled to use the Club facilities - Resident Guests, Non-resident Guests, Rental Guests and Day Guests (Day Guests are also known as "members for a day"). A Guest is not a Member.

2.3 Application Process for Membership.

2.3.1 Resident Members. Subject to **Section 2.3.4** and in accordance with **Article 7**, each Owner of a Unit is automatically a Resident Member; provided, however, that each Owner, upon acquisition of a Unit must complete a membership application as required by the Developer from time to time prior to use of Club Property.

2.3.2 **Dock Members.** Subject to **Section 2.3.4** and in accordance with **Article 7**, each boat owner with a boat properly docked in the Point West docks with the permission of the Developer is automatically a Dock Member; provided, however, that each such boat owner must complete a membership application as required by the Developer from time to time.

2.3.3 **Non-Resident Members**. Any individual who desires to become a Non-Resident Member must complete an application, which shall be considered in accordance with the provisions of **Section 2.3.4**, subject to the Developer's discretion as to the maximum number of Non-Resident Memberships pursuant to **Section 2.1.3**.

2.3.4 **General Standards for Membership.**

(a) Each Member shall be a natural person at least 21 years of age or older. In the case of a married couple or multiple owners of a Unit or boat, only one person shall be deemed to be the Member as designated on the membership application. In the case of a Resident that is an entity (i.e., a corporation, limited liability company or other entity), such Resident must designate a natural person at least 21 years of age or older to hold the Membership on its behalf on the membership application.

(b) Understanding that all Residents are automatically Members as provided in the Master Declaration and elsewhere in the Rules, other candidates for Membership shall be identified, evaluated and approved by the Developer in such manner as it considers appropriate from time to time. In determining whether to extend a Non-resident Membership invitation or to approve a candidate for Non-resident Membership, the Developer shall act in its sole discretion and shall not be bound to act in a manner consistent with the past invitation or approval practices, procedures or standards applied by the Developer. All or any part of the power, authority and duties of the Developer under this **Section 2.3.1** may be delegated from time to time to the Club Manager.

ARTICLE 3
USE RIGHTS AND PRIVILEGES

3.1 **Generally**. The rights and privileges of Members and Guests shall be limited to those expressly set forth in the Master Declaration and the Rules. The respective rights and privileges of the Members and the Guests to use the Club facilities shall be determined by the Developer and set forth in the Rules and/or other requirements as the Developer may adopt in its sole discretion from time to time. The Developer shall have the power and authority to expand, amend, modify, limit, restrict or eliminate from time to time any right or privilege granted to the Members or Guests.

3.2 **Members**. Subject to this **Section 3.2**, all categories of Members shall have the same rights to access the Club's facilities. All Members shall have the Membership

Obligations described in **Article 6** and shall be subject to the transfer restrictions in **Article 7.**

3.3 Guests.

3.3.1 Resident Guests. Resident Guests of Resident Members may use the Club facilities unaccompanied, provided that the sponsoring Resident Member or any member of such Resident Member's Immediate Family must be in residence at such Resident Member's Unit during the period of the Resident Guest(s)' use of the Club facilities, and provided further that the aggregate number of the Resident Member and his or her Resident Guests and Immediate Family using the Club facilities at any given time shall not exceed the maximum number allowed from time to time by the Rules. Resident Guests shall be entitled to enjoy the same rights and privileges with respect to use of the Club facilities as such Resident Guest's sponsoring Resident Member, subject to the limitations of this **Section 3.3.1**, and further subject to any conditions or limitations which the Developer may impose from time to time. Fees and charges applicable to a Resident Guest's use of the Club facilities, the circumstances under which Resident Guests may use the Club facilities and rights and limitations with respect to such Resident Guests' use of the Club facilities, including without limitation, rights and limitations with respect to preferred reservation privileges, shall be established by the Developer from time to time. Notwithstanding any contrary provisions of this **Section 3.3.1**, the Developer may grant waivers or modifications with respect to the limitations on the maximum number of Resident Guests of a sponsoring Resident Member using the Club facilities at any given time. Resident Guests shall be subject to the Rules. The sponsoring Resident Member of Resident Guests shall at all times be responsible for the conduct, charges attributable to and actions of such Resident Member's Resident Guests.

3.3.2 Non-resident Guests. Non-resident Guests shall be welcome at the Club when accompanied by a sponsoring Non-resident Member, provided that such Non-resident Member may, in the sole discretion of the Developer as set forth in the Rules, be limited as to the number of Non-residents Guests permitted to use the Club facilities at any given time, provided further that the Club may grant waivers or modifications with respect to such limitation on the maximum number of Non-resident Guests of a sponsoring Non-resident Member using the Club facilities at any given time. Fees and charges applicable to a Non-resident Guest's use of the Club facilities and the circumstances under which Non-resident Guests may use the Club facilities shall be established by the Developer from time to time. Non-resident Guests shall be subject to the Rules. The sponsoring Non-resident Member of a Non-resident Guest shall at all times be responsible for the conduct, charges attributable to and actions of such Non-resident Member's Non-resident Guests. The sponsoring Non-resident Member of Non-resident Guests shall at all times be responsible for the conduct, charges attributable to and actions of such Non-resident Member's Non-resident Guests.

3.3.3 **Rental Guests.** Rental Guests shall have the use of the Club facilities or applicable portions thereof as established by the applicable Rules adopted by the Developer from time to time and need not be accompanied by a Member. Fees and charges applicable to a Rental Guest's use of the Club facilities and the circumstances under which Rental Guests may use the Club facilities shall be established by the Developer from time to time. Rental Guests shall be subject to the Rules. Rights and privileges of Rental Guests shall otherwise be on such terms as the Developer shall determine from time to time. The landlord Resident Member of Rental Guests shall at all times be responsible for the conduct, charges attributable to and actions of such Resident Member's Rental Guests.

3.3.4 **Day Guests.** Day Guests ("members for a day") shall have the use of the Club facilities or applicable portions thereof as established by the applicable Rules adopted by the Developer from time to time and need not be accompanied by a Member. Fees and charges applicable to a Day Guest's use of applicable Club facilities and the circumstances under which Day Guest may use the Club facilities shall be established by the Developer from time to time. Day Guests shall be subject to the Rules. Rights and privileges of Day Guests shall otherwise be on such terms as the Developer shall determine from time to time.

3.4 **Immediate Family.** Unless the Club Manager is otherwise instructed by written notice from the applicable Member, the Immediate Family of a Member shall be entitled to enjoy the same rights and privileges with respect to use of the Club facilities as the Member without the payment of additional Membership Obligations, as applicable, subject, however, to any conditions or limitations which the Developer may impose from time to time. The Member shall at all times be responsible for the conduct, charges attributable to and actions of such Member's Immediate Family.

ARTICLE 4
SUSPENSION OF RIGHTS AND PRIVILEGES AND EXPULSION

4.1 **Delinquent Accounts.** If a Member does not pay the amount of his or her statement for amounts due (in addition to Dues payable under the Master Declaration) within 30 calendar days after it is mailed, the credit privileges of such Member shall be suspended as the Club Manager may determine. The Club shall send notice of such suspension to the Member, who shall not be considered to be in good standing until the delinquency is cured. If the Member fails to pay all delinquent charges within 20 calendar days after such notice is mailed, the Developer, in its sole discretion, may suspend the Member's rights and privileges in **Article 3.**

4.2 **Repeated Delinquencies.** If a Dock Member or Non-resident Member is given notice of a delinquent account by the Club more than once in any six-month period, or if the Dock Member or Non-resident Member incurs any additional charges during the time that privileges are suspended in accordance with **Section 4.1** above, the Developer may decide, in its sole discretion, to expel the Dock Member or Non-resident Member from the Club.

4.3 **Other Violations.** Any Member who is found by the Developer to have violated any provision of the Rules may result in the suspension of such Member's rights and privileges in **Article 3** or, except with respect to Resident Members, may result in the expulsion from Membership as the Developer may decide. Before the Developer takes any action concerning an alleged violation, a written complaint detailing the alleged violation must be provided to the Member. The Developer shall send a copy of the complaint to the Member, together with a notice of a place and time set within 10 days for a special meeting with the Club Manager or other representative of the Developer called to consider this complaint. The Member shall have the right to appear at such meeting and to be heard regarding such matter. Any decision by the Club Manager or other representative of the Developer shall be final and conclusive.

4.4 **Effect of Expulsion.** A Dock Member or Non-resident Member who is expelled shall immediately forfeit his or her Membership. The expelled Dock Member or Non-resident Member shall remain liable for Membership Obligations (as applicable), damages and other charges accrued and unpaid up to the date of expulsion.

4.5 **Violations by Guests or Immediate Family.** Any Guest or Immediate Family who is found by the Developer to have violated any provision of the Rules may be denied the use of the Club facilities temporarily or permanently, as the Developer, in its sole discretion, may decide. Neither Guests nor Immediate Family shall have any right to appear and be heard by the Developer.

ARTICLE 5
PROPERTY RIGHTS

5.1 **Use of Club Property.** Club Property shall be held and used in promoting the general purposes of the Club declared in the Master Declaration and the Rules.

5.2 **Property Rights of Members.** No Member or Guest shall have any right in the property, assets, amenities or facilities of the Club, but shall have only the privilege to use and enjoy the property, assets, amenities and facilities owed or allocated to the use of the Club as set forth in and limited by the Master Declaration, the Rules and other requirements of the Club as adopted by the Developer from time to time.

ARTICLE 6
MEMBERSHIP AND CLUB OBLIGATIONS

6.1 **General.** The continuing status of a Member in good standing shall be subject to the timely payment of all Membership Obligations of such Member to the Club.

6.2 **Initiation Fees.** Except as provided for below, each Dock Member and Non-resident Member shall be obligated to pay a non-refundable "**Initiation Fee**" as a condition to becoming a Dock Member and Non-resident Member. The amount of the Initiation Fee shall be established by the Developer from time to time, and the amount of the Initiation Fee may vary between categories of Dock Member and Non-resident Members. In no

event shall the Resident Members be obligated to pay an Initiation Fee as a condition to their Membership.

6.3 **Fees, Dues, Assessments, Charges and Other Obligations.** Dues are payable by Resident Members as provided in the Master Declaration. The Developer shall establish the other fees, assessments and other charges required from the Members for the operation of the Club, as well as billing and payment procedures. The Developer shall determine the appropriate late charges and interest for all monetary obligations not paid when due.

6.4 **Liability for Property Damage.** Each Member shall be liable for and promptly reimburse the Club for all damage to Club Property which is negligently or willfully caused by such Member or the Member's Immediate Family or Guests. Each Member also be liable for any personal injuries or damage to adjacent property such individual causes while on or using Club Property. The Club shall not, under any circumstances, be responsible for property of Members, Guests, Immediate Family, visitors or other persons brought onto the Club Property for any purpose whatsoever.

6.5 **Suspension of Obligation for Payments.** The Developer may suspend or waive the obligation to pay dues, assessments or other charges otherwise owed to the Club for such time and subject to such terms and conditions as the Developer may deem advisable. In determining whether to suspend or waive the obligation to pay dues, assessments or other charges otherwise owed to the Club, the Developer shall act in its sole discretion and shall not be bound to act in a manner consistent with the past practices, procedures or standards applied by the Developer. The Developer shall have the power to establish fines or other appropriate charges for infractions of the Rules and other requirements adopted by the Developer from time to time.

ARTICLE 7
MEMBERSHIP TRANSFERS AND RESIGNATIONS

7.1 **Generally.** Except as expressly provided in this **Article 7**, Memberships shall not be transferable and any such transfer or resignation shall be void and of no effect. No Resident Member may resign from the Club. Any Dock Member or Non-resident Member may resign upon thirty (30) days written notice to the Club Manager.

7.2 **Resident Membership Transfer.** A Resident Member who ceases being the Owner of a Unit shall notify the Club in writing of the conveyance by such Resident Member's Unit. Effective as of the conveyance of the Unit, the Resident Membership shall be automatically resigned and the grantee of such Unit shall be a Resident Member, subject to such Owner's fulfillment of the requirements of **Section 2.3.**

ARTICLE 8
DEVELOPER

8.1 **Powers and Duties.** The Developer shall have full power and authority to do any and all things that it deems to be proper and in the best interests of the Club. Decisions of

the Developer with respect to matters within the Developer's authority shall be final. Without limiting the generality of the foregoing, the Developer's power includes, but is not limited to, the following matters:

8.1.1 From time to time to make and change Rules for the management and control of the Club and its affairs, and its Members, Guests, Immediate Family, officers, employees and agents.

8.1.2 To set and adjust hours of Club use and modification of services or facilities without notice or liability for any loss or inconvenience thereby resulting.

8.1.3 To fix, from time to time, the amount of the Initiation Fees for all classes of Dock and Non-resident Memberships, the amount of dues, assessments and any other charges which may be levied by the Club.

8.1.4 To lease, purchase, or otherwise acquire a right to use, in any lawful manner, for and in the Club's name, any and all real and personal property, rights and privileges whatsoever, which are deemed necessary or convenient for the conduct of the Club's operations.

8.1.5 To sell or otherwise dispose of any personal property, rights, or privileges belonging to the Club.

8.1.6 To enter into agreements and contracts for any lawful purpose, including specifically, agreements or contracts for managing and operating the Club facilities and other facilities made available to the Members, Guests and Immediate Family.

8.1.7 To amend, alter and repeal the Rules or any part thereof.

ARTICLE 9
MISCELLANEOUS

9.1 **Amendments.** The Rules may be amended, altered, or repealed by the Developer and new Rules may be adopted by the Developer.

9.2 **Interpretation.** The Rules are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the Club. The Rules shall never be construed in any such way as to impair the efficient operation of the Club. The interpretation of the Rules shall rest with the Developer.

9.3 **Notices.** The Club shall keep records of the addresses of all Members, and each Member shall promptly notify the Club of any change of address. Whenever any notice is required or permitted to be given to a Member pursuant to law or the Rules, that notice shall be deemed properly given upon deposit in the United States mail, postage prepaid, addressed to such Member at his or her last address shown on the Club's records, or upon transmission of any e-mail message to his or her of last known e-mail address known to the Club.

9.4 **Severability**. The severability of any provision of the Rules shall not affect the other provisions herein, and in such event the Rules shall be construed in all respects as if such invalid provision were omitted.

The foregoing Rules and Regulations constitute the initial Rules of the Club duly adopted by the Developer.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 18th day of May, 2015.

POINT WEST I, L.L.C., a Michigan limited liability company

By:_____
James Posloniec
Its Manager

318579_8

THE COTTAGES AT POINT WEST
ESCROW AGREEMENT

THIS AGREEMENT made this 13th day of February, 2013, by and between MACATAWA POINTE DEVELOPMENT, INC., a Michigan company with principal offices at 660 Ada Drive, SE, Ada, Michigan 49301 (the "**Developer**") and First American Title Insurance Company, a California corporation, with offices at 5730 Eagle Drive, Grand Rapids, Michigan 49512 (the "**Escrow Agent**").

PRELIMINARY STATEMENTS:

A. The Developer is engaged in the development of a condominium project known as The Cottages at Point West in Park Township, Ottawa County, Michigan (the "**Project**");

B. Developer intends to enter into Preliminary Reservation Agreements and/or Purchase Agreements (the "**Purchase Agreements**") with various Purchasers (the "**Purchasers**") respecting the proposed purchase of condominium units in the Project (the "**Units**"); and

C. The Purchase Agreements will require that all deposits made thereunder by Purchasers shall be held in escrow for the period specified in this Agreement.

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

1. **Deposits into Escrow.** Upon the execution of a Purchase Agreement for the purchase of a Unit, the Purchaser shall pay a down payment toward the purchase price of the Unit. The down payment shall be deposited by the Developer with the Escrow Agent, or at the Developer's election, may be paid by the Purchaser to the Escrow Agent. At the time of closing of the purchase of a Unit, funds due to the Developer from the Purchaser (i) shall be deposited with the Escrow Agent by the Developer to the extent required to assure substantial completion of those portions of the phase of the Project in which the Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" or (ii) shall be deposited with the Escrow Agent by the Developer if so required by the terms and provisions of any release agreement between the Developer and the mortgagee of any mortgage which may be a lien against the property or (iii) may be deposited with the Escrow Agent at the option of the Developer. The Escrow Agent shall be provided with a copy of the fully executed Purchase Agreement to which each deposit relates. The Developer shall be the depositor of all amounts deposited with the Escrow Agent hereunder.

2. **Investment of Escrow Funds.** All monies deposited with the Escrow Agent hereunder shall be deposited with a bank or banks designated by the Developer (or, in the absence of such designation, as selected by the Escrow Agent), or in such other manner as may be mutually agreed upon by the Developer and the Escrow Agent, including investment in interest bearing accounts or certificates of deposit which may require paying the Escrow Agent an agreed fee or fees. Any interest upon such sums shall be separately accounted for by the Escrow Agent and shall be paid to the Developer at such times as requested by Developer or, in any event, upon the termination of this Escrow Agreement.

3. **Release of Purchase Agreement Escrow Funds.** No part of the escrowed funds relating to a Unit and Purchaser received by the Escrow Agent under the terms of this Agreement shall be released to either the Developer or to the Purchaser on or before conveyance of legal or equitable title except upon the following conditions:

(a) Upon conveyance of legal or equitable title to any Unit, the Escrow Agent shall pay to the Developer all sums deposited with it relating to that Unit and that Purchaser; provided, (i) a certificate of occupancy, if required by local ordinance, has been issued for the Unit and (ii) if there are portions of the phase of the Project in which the Unit is located which on the Condominium Subdivision Plan are labeled "must be built," the Escrow Agent is furnished with a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof (the "certificate of substantial completion"). Those portions of the phase of the Project in which the Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" shall be substantially complete only after (i) all utility mains and leads, (ii) all major structural components of buildings, (iii) all building exteriors and (iv) all sidewalks, driveways, landscaping, and access roads, to the extent such items are designated on the Condominium Subdivision Plan as "must be built", are substantially complete in accordance with the pertinent plans therefor. A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification under this Agreement, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the Project. If there are portions of the phase of the Project in which the Unit is located which on the Condominium Subdivision Plan are labeled "must be built" and there was no certificate of substantial completion presented to the Escrow Agent upon conveyance of legal or equitable title to a Unit, or if the certificate identified an amount necessary for substantial completion of those portions of the phase of the Project in which the Unit is located and which on the Condominium Subdivision Plan are labeled "must be built", the escrowed funds relating to that Unit and that Purchaser shall be released only in accordance with Section 4 hereof.

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

(c) In the event that the Developer determines that a Purchaser does not meet credit requirements for participation in the Project, or a Purchaser fails to obtain a conventional mortgage as provided by the Purchase Agreement with that Purchaser, the Developer shall so notify the Escrow Agent in writing and all sums deposited with the Escrow Agent relating to that Unit and that Purchaser shall be returned to that Purchaser.

(d) In the event the Developer determines not to construct any Unit subject to a Purchase Agreement which is in a building labeled "need not be built" on the Condominium Subdivision Plan, and the Developer so notifies the Escrow Agent in writing, all sums paid to the Escrow Agent relating to that Unit and a Purchaser of that Unit shall be paid to that Purchaser.

(e) In the event any Purchaser defaults in his obligations prior to the time his Purchase Agreement becomes a binding Purchase Agreement, and the Developer terminates that Purchaser's rights under the Purchase Agreement with that Purchaser and so notifies the Escrow Agent in writing, all sums deposited with the Escrow Agent relating to that Unit and that Purchaser shall be paid to that Purchaser.

(f) In the event that, subsequent to the time that any Purchaser's Purchase Agreement becomes a binding Purchase Agreement, the Purchaser shall default in making any payments required by the Purchase Agreement or in performing any of the obligations contained in the Purchase Agreement to be performed by Purchaser and the Developer so certifies to the Escrow Agent in writing, the Escrow Agent shall release to the Developer all sums deposited with the Escrow Agent relating to that Unit and that Purchaser not exceeding the amount of liquidated damages provided in the Purchase Agreement, and the Escrow Agent shall release to the Purchaser the balance of all sums relating to that Unit and that Purchaser.

4. **Release of Completion Escrow Funds.** All funds relating to a Unit which were not released on conveyance of legal or equitable title to that Unit because there was no certificate of substantial completion presented to the Escrow Agent or because the certificate of substantial completion presented to the Escrow Agent determined an amount necessary for substantial completion of those portions of the phase of the Project in which that Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" shall be retained in escrow, upon the following conditions:

(a) The Escrow Agent shall release to the Developer all funds in escrow in excess of the amounts determined by the issuer of the most recent certificate of substantial completion presented to the Escrow Agent to be necessary for substantial completion of those portions of the phase of the Project in which that Unit is located and which on the Condominium Subdivision Plan are labeled "must be built". In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow relating to the phase of the Project in which that Unit is located after such partial release would be insufficient in the opinion of the issuer of such certificate for substantial completion of any remaining incomplete items of that phase of the Project for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete those portions of the phase of the Project in which that Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrowed funds that is authorized or required by this Section 4, the Escrow Agent may refuse to release funds from escrow if the Escrow Agent, in its judgment, has sufficient cause to believe the certificate confirming the substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis. If the Escrow Agent shall make such a determination, the Escrow Agent shall give written notice to the Developer and the issuer of such certificate of the basis for the Escrow Agent concluding such certificate is fraudulent or without factual basis.

(b) Not earlier than nine months after closing the sale of the first Unit in a phase of the Project for which escrowed funds have been retained as necessary for substantial completion of those portions of the Phase which on the Condominium Subdivision Plan are labeled "must be built", the Escrow Agent, upon the request of The Cottages at Point West Condominium Association or any Co-owner of any Unit in that phase of the Project, shall notify the Developer of the amount of funds so deposited or security provided pursuant to Section 5 for such purpose that remains, and of the date determined under this Subsection 4(b) upon which those funds can be released. Three months after receipt of a request pertaining to funds retained in escrow pursuant to this Section 4, funds that have not yet been released to the Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between The Cottages at Point West Condominium Association and the Developer entered into after the transitional control date (as defined in the Master Deed of the Project). The agreement may specify that issues relating to the use of the funds be submitted to arbitration. The Escrow Agent may release funds in the manner provided in such an agreement or may initiate an interpleader action and deposit retained funds with the Circuit Court of Ottawa County, Michigan. In any interpleader action, the Circuit Court of Ottawa County, Michigan shall be empowered, in its discretion, to appoint a receiver to administer the application of the funds.

5. **Alternative Security.** Notwithstanding the provisions of Sections 3 and 4, in the event that the Developer furnishes the Escrow Agent with evidence of adequate security, including, without limitation, an irrevocable letter of credit, lending commitment, indemnification agreement, or other resource having a value, in the judgment of the Escrow Agent, of not less than the amount then retained in escrow sought by the Developer to be released, the Escrow Agent shall release to the Developer an amount of escrowed funds on deposit with it equivalent to the value of such security.

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

7. **Proof of Occurrence.** The Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it under this Agreement to a Purchaser or to the Developer.

8. **Release.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any of the Purchase Agreements and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreement and in this Escrow Agreement, and that by acceptance of this Escrow Agreement, Escrow Agent is acting in the capacity of a depository and is not as such

responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other agreement. It is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

9. Indemnity. The Developer hereby indemnifies and holds harmless the Escrow Agent from any loss or damage sustained by Escrow Agent, including, but not limited to, attorneys fees, resulting from any litigation arising from the performance of the Escrow Agent's obligations and services, provided such litigation is not a result of the Escrow Agent's wrongful act or negligence.

10. Notices. All notices required or permitted under this Escrow Agreement and all notices of change of address shall be in writing and shall be deemed received on the day following the day on which such notice is deposited in the United States mail, first class or certified mail, return receipt requested, postage prepaid, addressed to Escrow Agent, or to Developer, at their respective addresses given herein, or said written notices and requests may be made by personal delivery to either party.

11. Compensation. The Escrow Agent shall receive no compensation or payment for serving as Escrow Agent pursuant to this Escrow Agreement.

12. Amendment. Any change in the terms or conditions hereof may only be made in writing and signed by the parties or their duly authorized representatives.

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

MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation

By: _____
James L. Rosloniec
Its: President

DEVELOPER

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Gary Wadsworth
Its: Escrow Officer

ESCROW AGENT

309364_4

MICHELLE H. ANTHES
WILLIAM H. BOWIE
CHRISTOPHER J. BREAY
JAMES R. BRUINSMA
WAYNE P. BRYAN
DAN M. CHALLA
J. TERRANCE DILLON
JOHN R. GRANT
NORMAN D. HAWKINS
BRIAN E. KERSEY
TODD M. NECKERS
ROBERT L. NELSON
STEPHEN M. PRICE
ANDREW C. SHIER
RUTH A. SKIDMORE
AARON M. SMITH
DAVID L. SMITH
WILLIAM R. VANDERSLUIS
KEITH P. WALKER

JENNIFER B. BROUGHAM
KATHLEEN L. BRUINSMA
THOMAS J. HILLEGONDS
NATHAN J. PESTKA

McSHANE & BOWIE P.L.C.

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Grand Rapids, MI 49503
www.msblaw.com

TELEPHONE (616) 732-5000

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T. GERALD McSHANE
(1902-1982)

JACK M. BOWIE
(1924-2016)

PAULA M. LEWISON, PARALEGAL
Email address: pml@msblaw.com
Direct Dial: (616) 732-5017

March 7, 2018
Via First Class Mail and Email

Ms. Kathryn Donelson
Macatawa Pointe Development, Inc.
660 Ada Drive, SE, Ste. 301
Ada, Michigan 49301

Mr. Charles Hoyt
Macatawa Pointe Development, Inc.
660 Ada Drive, SE, Ste. 301
Ada, Michigan 49301

Re: Fourth Amendment to The Cottages at Point West Master Deed

Dear Katie and Chuck:

Please find enclosed the Fourth Amendment to The Cottages at Point West Master Deed which creates three (3) Units from Unit 14, together with a copy of the Exhibit B Condominium Subdivision Plan.

Please have Jim Rosloniec sign the Fourth Amendment in front of a notary public and return it to our office for recording. The notary's name needs to be typed or printed underneath their signature. This amendment will need to be recorded prior to the two closings scheduled next Friday, March 16, 2018. If you have any questions, please contact me.

Very truly yours,



Paula M. Lewison
Paralegal

Encl.
cc: Jim Rosloniec w/encl. via email
Keith P. Walker w/encl.
David L. Smith w/encl.

515708.docx

FOURTH AMENDMENT TO MASTER DEED
OF
THE COTTAGES AT POINT WEST

This Fourth Amendment to Master Deed of The Cottages at Point West is made and executed as of this ____ day of March, 2018, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated May 18, 2015, recorded February 26, 2015 as Instrument No. 2015-0018582, Ottawa County, Michigan records, as amended by the First Amendment to Master Deed of the Cottages at Point West dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163; as further amended by the Second Amendment to Master Deed dated August 25, 2017, recorded August 29, 2017, as Instrument No. 2017-0031661, as clarified by the Affidavit dated September 6, 2017, recorded September 7, 2017, as Instrument No. 2017-0032976, Ottawa County, Michigan records; and Third Amendment to Master Deed, dated January 8, 2018, recorded January 26, 2018, as Instrument No. 2018-0003104, Ottawa County, Michigan records (collectively, the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act");

B. The Developer has the unilateral right under without the consent of any Co-owner or other person to amend the Master Deed to adjust boundary lines to create additional Units from Units owned by Developer; and

C. The Developer desires to amend the Master Deed as stated in this Fourth Amendment to Master Deed create new Units 19 and 20.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. Condominium Subdivision Plan. The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended and restated to be as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 2A, 3, 5 and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this Fourth Amendment, amend Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

2. **Continuing Effect.** Except as amended and modified by this Fourth Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Fourth Amendment to Master Deed as of the day and year first above written.

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this _____ day of March, 2018, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____

Notary Public, Kent County, MI
My Commission Expires: _____
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

REPLAT NO. 4 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED FEBRUARY 16, 2018. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 4.

EXHIBIT B

DESCRIPTION

Part of Henewald's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Henewald's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 58.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S38°18'01"W 8.93 feet; thence N53°09'02"W 86.86 feet; thence N89°42'32"W 41.11 feet; thence S78°21'22"W 130.83 feet; thence N28°25'09"W 35.69 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'06", and a chord bearing N65°43'01"E 28.88 feet; thence N68°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).
ALSO
Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S83°42'22"W 0.42 feet; thence S83°39'47"W 152.87 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N83°52'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).
ALSO
Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.48 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 30.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N68°41'19"W 41.67 feet; thence S69°41'04"W 238.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.83 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°15'05", and a chord bearing S04°48'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the right, said curve having a central angle of 86°46'36", and a chord bearing S13°28'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'48"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°58'52"W 38.54 feet; thence N32°58'05"W 97.74 feet; thence N20°34'00"W 88.00 feet; thence N69°41'04"E 40.30 feet; thence N15°08'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.89 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'18"E 191.98 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning.
ALSO
Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 67.97 feet; thence S63°39'35"W 185.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.08 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 238.83 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 28.00 feet along a 180.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).
ALSO
Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S83°42'22"W 0.42 feet; thence S83°39'47"W 152.87 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N26°25'09"W 85.00 feet to the Point of Beginning.
ALSO
Part of Henewald's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Commencing at the most Southerly corner of Lot 185 of said Resubdivision; thence N12°55'12"E 16.12 feet; thence N17°56'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N19°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.80 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N28°53'15"W 18.18 feet; thence N40°15'35"W 84.41 feet; thence N43°24'32"W 271.95 feet; thence N38°42'57"E 88 feet, more or less, to the water's edge of Lake Macatawa; thence Southeasterly 398 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 18 feet, more or less, to the Point of Beginning.

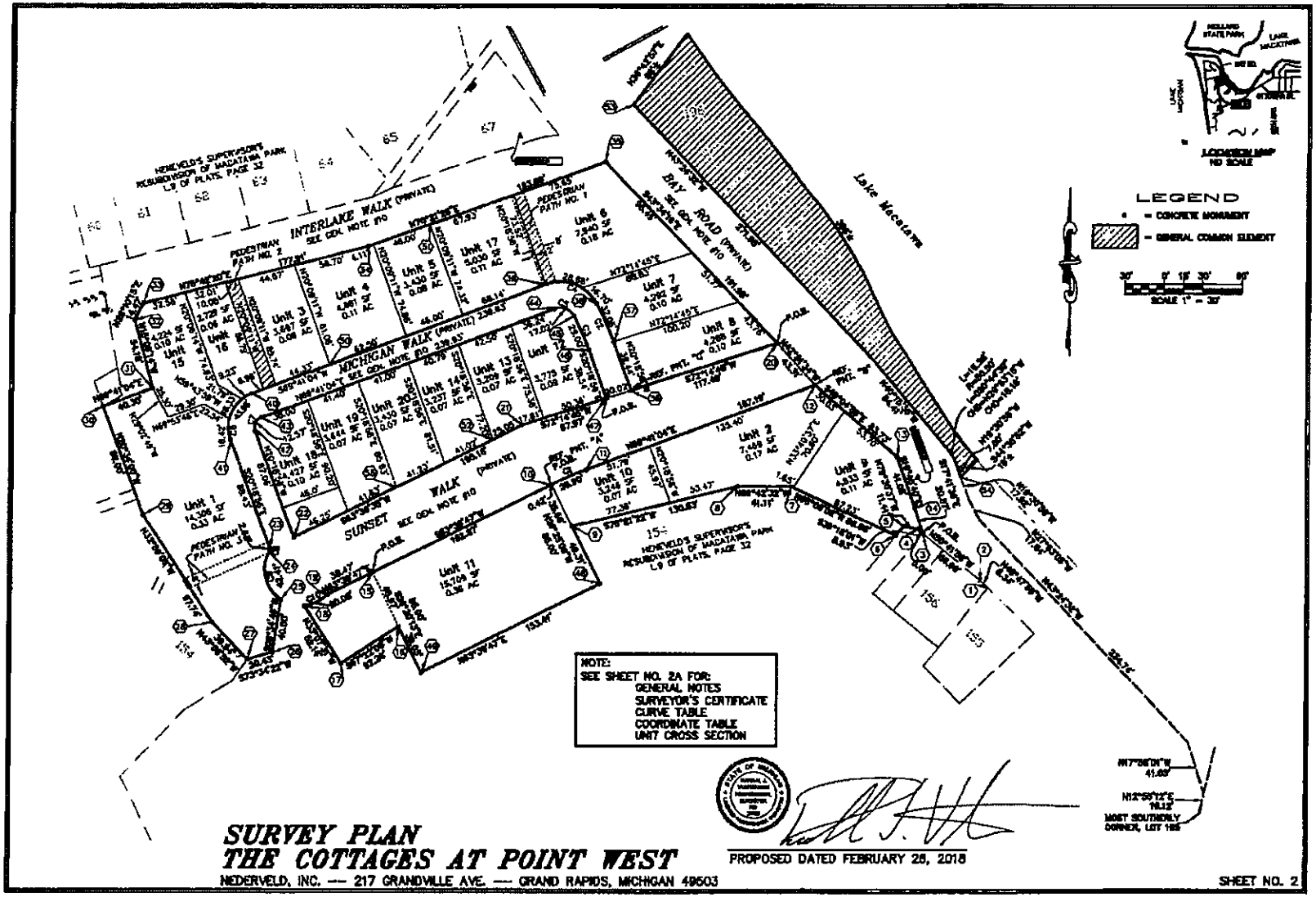
Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019956, as amended. ("DECLARATION")

NOTE:
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

SHEET INDEX

* 1. COVER SHEET
* 2. SURVEY PLAN
* 2A NOTES PLAN
* 3. SITE PLAN
4. PUD REFERENCE PLAN
* 5. EASEMENT PLAN
* 6. UTILITY PLAN

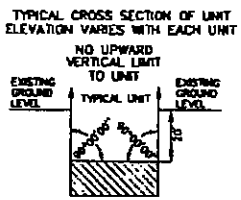
PROPOSED DATED FEBRUARY 26, 2018

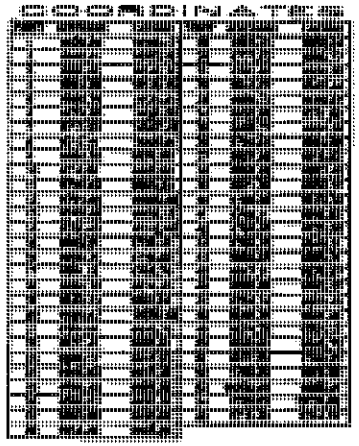

INTERLAKE WALK (PRIVATE)
MICHIGAN WALK (PRIVATE)
SUNSET WALK (PRIVATE)
BAY ROAD (PRIVATE)
Lake Macatawa
HENEVELD'S SUPERVISOR'S RESUBDIVISION OF MACATAWA PARK L.9 OF PLATS, PAGE 32
LEGEND
= CONCRETE MONUMENT
= GENERAL COMMON ELEMENT
SCALE 1" = 30'
NOTE:
SEE SHEET NO. 2A FOR:
GENERAL NOTES
SURVEYOR'S CERTIFICATE
CURVE TABLE
COORDINATE TABLE
UNIT CROSS SECTION
SURVEY PLAN
THE COTTAGES AT POINT WEST
PROPOSED DATED FEBRUARY 26, 2018
NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503
SHEET NO. 2

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHD. LENGTH
C1	29.36'	275.00'	6°07'17"	N86°47'47"W	29.34'
C2	32.05'	210.00'	8°44'57"	N82°41'19"W	32.02'
C3	39.65'	160.00'	14°12'07"	N84°47'13"W	39.55'
C4	46.36'	240.00'	11°04'01"	N85°41'31"W	46.29'
C5	17.08'	12.00'	81°32'13"	S66°46'10"W	15.67'
C6	43.68'	240.00'	10°25'39"	S80°31'04"W	43.62'
C7	13.57'	8.00'	97°12'00"	N34°53'02"W	11.98'
C8	2.26'	3.00'	43°10'00"	S69°48'58"W	2.21'
C9	42.41'	240.00'	10°07'39"	S79°57'03"E	42.35'
C10	39.69'	288.00'	7°53'51"	N84°50'34"E	39.66'

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT





GENERAL NOTES

1. BENCH MARK (A) ELEVATION 592.00 (NAVD88) PK CAP FLANGE BOLT OF HYDRANT (UNDER "A" OF SIGNLINE) 57 FEET WEST AND 30 FEET NORTH OF COORDINATE POINT 30. BENCH MARK (B) ELEVATION 589.15 (NAVD88) PK SECTION FLANGE BOLT OF HYDRANT (UNDER "A" OF SIGNLINE) 98 FEET EAST AND 18 FEET SOUTH OF COORDINATE POINT 13.
2. BEARINGS AS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF "NEDERVELD'S SUPERVISOR'S RESUBDIVISION OF MACATAWA PARK" AS RECORDED IN LIBER 9 OF PLATS, PAGE 3.
3. IRON BARS 1/2 INCH IN DIAMETER AND 18 INCHES IN LENGTH WILL BE PLACED AT ALL UNIT CORNERS.
4. ALL DIMENSIONS ARE IN FEET.
5. ALL CURVE DIMENSIONS ARE ARC DISTANCES.
6. FLOOD PLAIN NOTE: THE AREA IS MAPPED BY THE NATIONAL FLOOD INSURANCE PROGRAM DATE MAPS BUT THIS PARCEL DOES NOT LIE WITHIN THE BOUNDARY OF THE 100 YEAR FLOOD PLAIN AS DEFINED BY THESE MAPS.
7. THE TOTAL AREA OF THE CONDOMINIUM IS 3.88 ACRES.
8. EACH STRUCTURE SHALL BE LOCATED IN STRICT COMPLIANCE WITH THE ORDINANCES OF THE PARK TOWNSHIP, OTTAWA COUNTY, AND THE STATE OF MICHIGAN.
9. ALL IMPROVEMENTS AND UTILITIES "NEED NOT BE BUILT".
10. SHARING A BRIDGE OVER BAY ROAD, RIVERLANE WALK, MICHIGAN WALK, AND SUNSET WALK AS DEPICTED ON THIS SHEET IS DESCRIBED IN THE "DECLARATION".

SURVEYOR'S CERTIFICATE

I, RANDAL J. VUURENSEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 284, AS SHOWN ON THE ACCOMPANYING DRAWING, 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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.

FEBRUARY 26, 2018

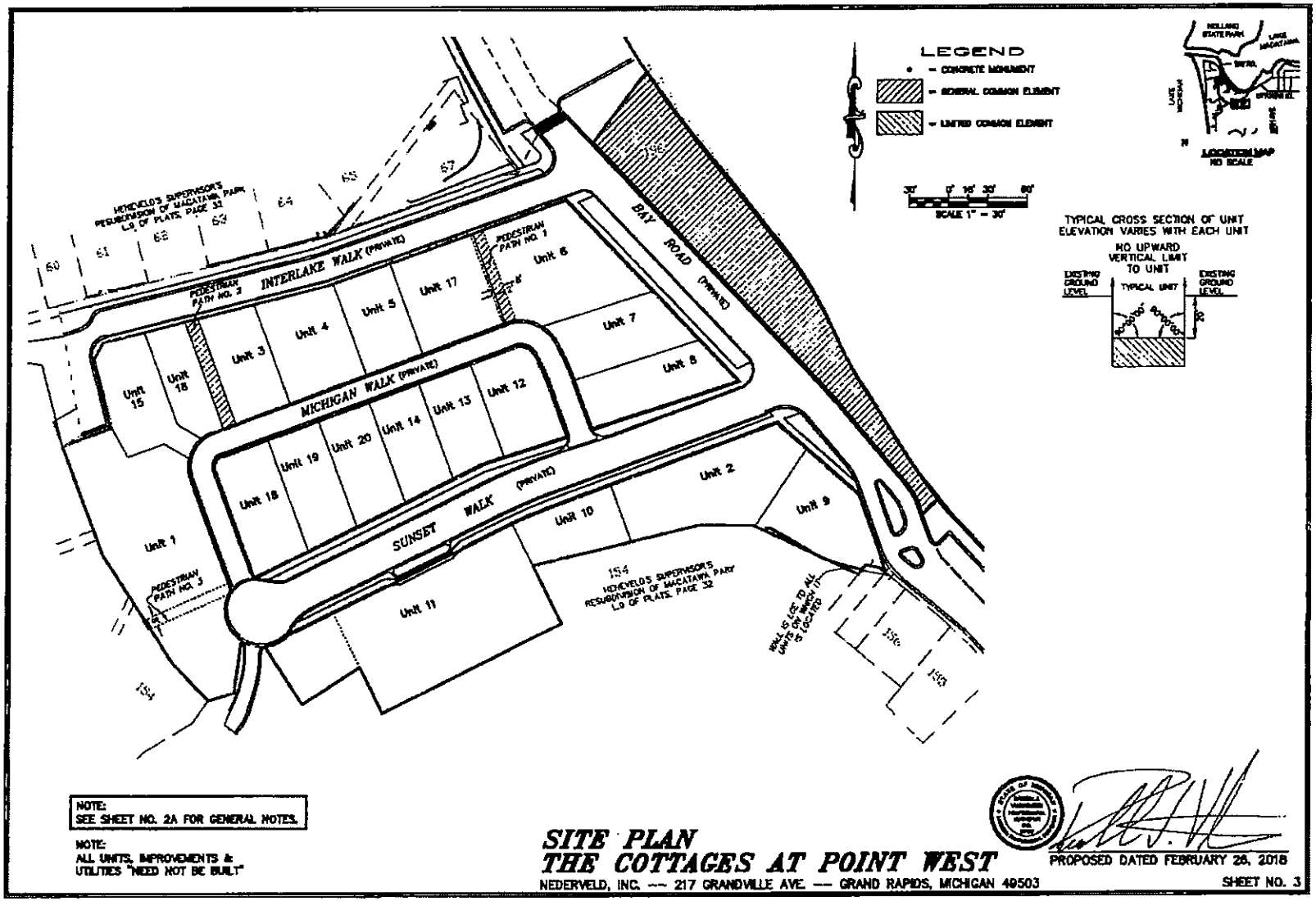
RANDAL J. VUURENSEN
PROFESSIONAL SURVEYOR NO. 29489
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

NOTES PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED FEBRUARY 26, 2018

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 2A



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

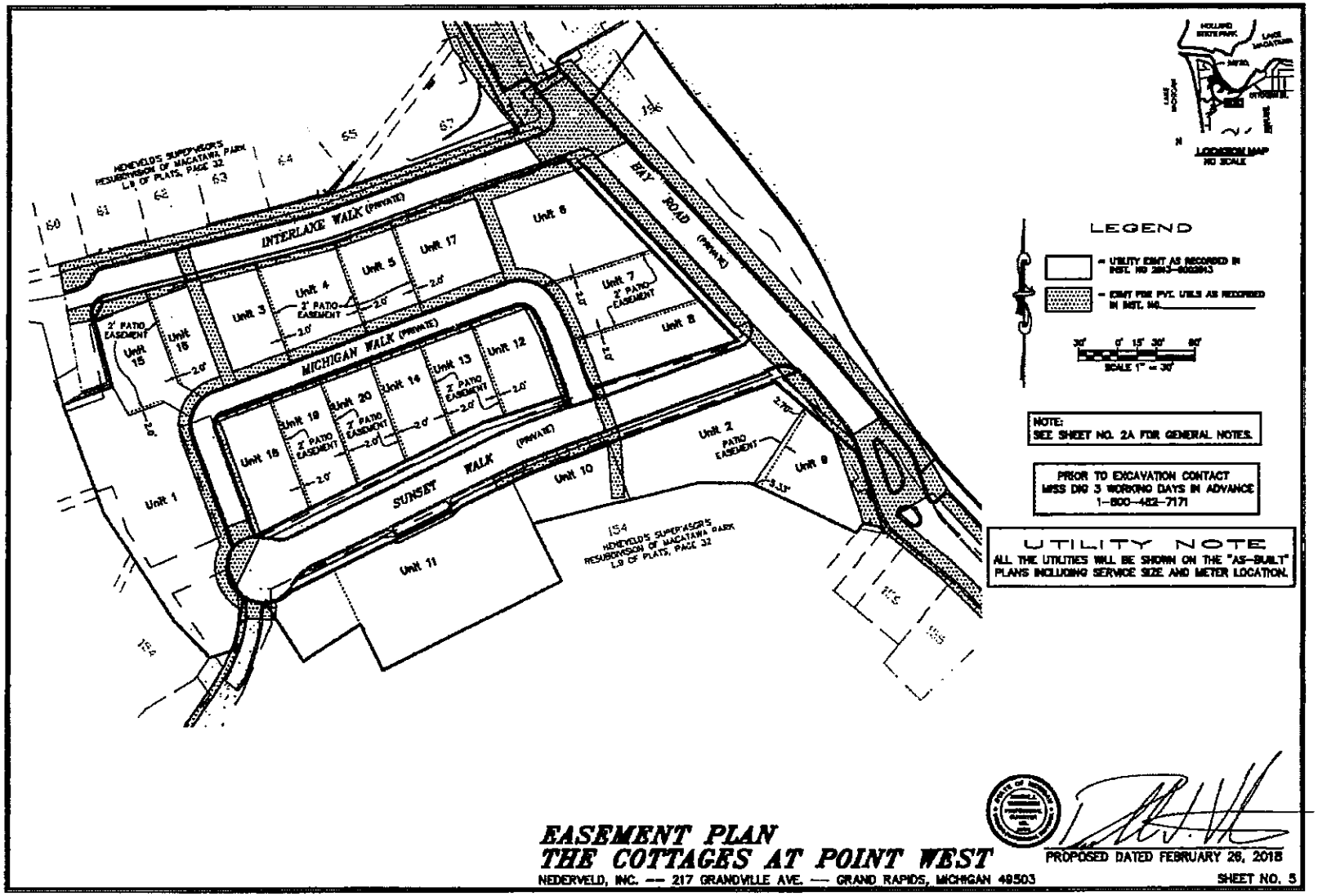
NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

SITE PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED FEBRUARY 28, 2018

SHEET NO. 3

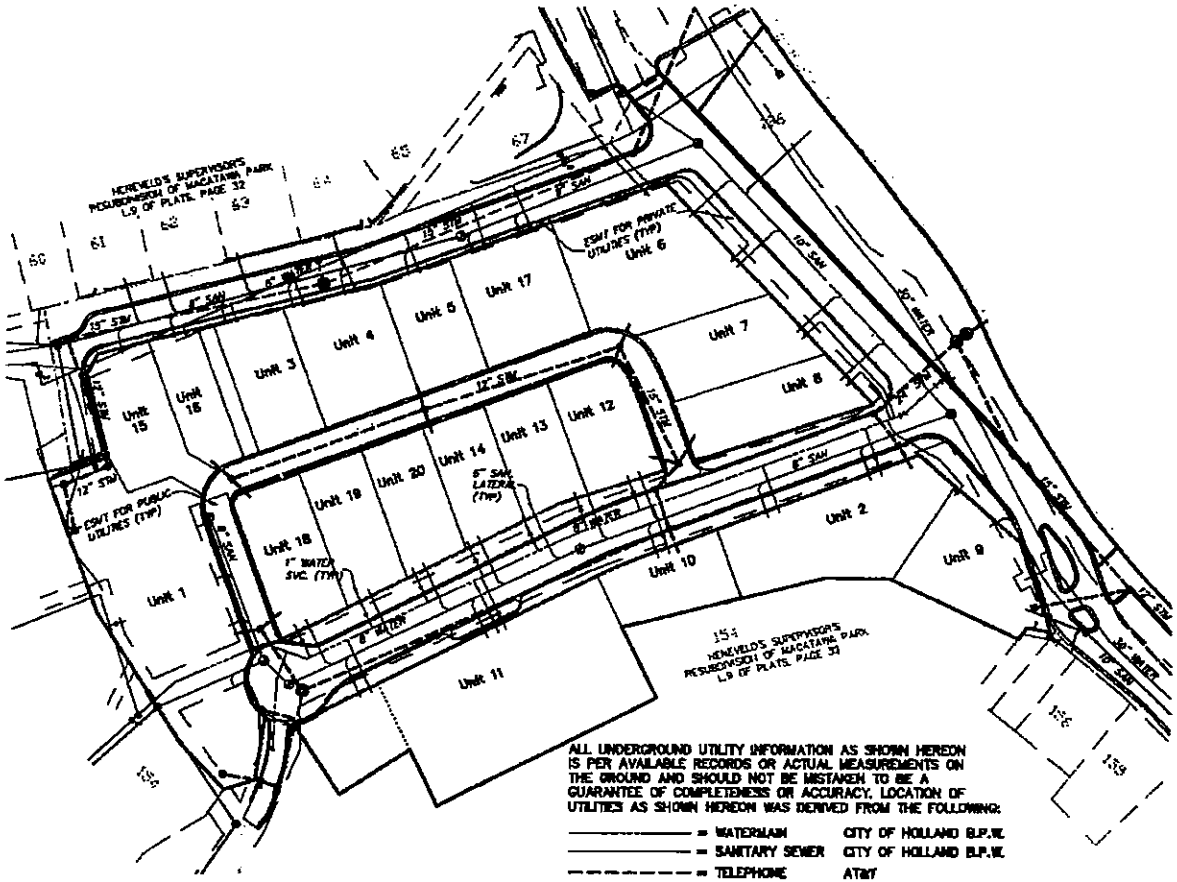


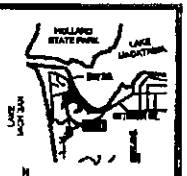
EASEMENT PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED FEBRUARY 26, 2018

SHEET NO. 5





LEGEND

- ⊗ = WATER VALVE
- ⊕ = DRAIN MANHOLE
- □ = CATCH BASIN
- ⊙ = SANITARY MANHOLE

30' 0' 15' 30' 60'
SCALE 1" = 30'

NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

——— = WATER MAIN	CITY OF HOLLAND B.P.W.
——— = SANITARY SEWER	CITY OF HOLLAND B.P.W.
- - - - - = TELEPHONE	AT&T
—— – —— = ELECTRIC	CONSUMERS ENERGY
· - · - · = CABLE TV	CHARTER COMMUNICATIONS

NOTE:
ALL UTILITIES "NEED NOT BE BUILT"

UTILITY PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED FEBRUARY 26, 2018

SHEET NO. 6

8781610
Tx:4394687
9/26/2018 4:50:00 PM
2018-0034439
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
09/26/2018 AT 04:51 PM
AMEND TO MASTER DEED
30.00

FIFTH AMENDMENT TO MASTER DEED OF THE COTTAGES AT POINT WEST

This Fifth Amendment to Master Deed of The Cottages at Point West is made and executed as of this 25th day of September, 2018, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301 (the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated May 18, 2015, recorded February 26, 2015 as Instrument No. 2015-0018582, Ottawa County, Michigan records, as amended by the First Amendment to Master Deed of the Cottages at Point West dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163; as further amended by the Second Amendment to Master Deed dated August 25, 2017, recorded August 29, 2017, as Instrument No. 2017-0031661, as clarified by the Affidavit dated September 6, 2017, recorded September 7, 2017, as Instrument No. 2017-0032976, Ottawa County, Michigan records; Third Amendment to Master Deed, dated January 8, 2018, recorded January 26, 2018, as Instrument No. 2018-0003104, and Fourth Amendment to Master Deed, dated March 13, 2018, recorded March 15, 2018, as Instrument No. 2018-0008792 Ottawa County, Michigan records (collectively, the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act");

B. The Developer has the unilateral right under without the consent of any Co-owner or other person to amend the Master Deed to adjust boundary lines to create additional Units from Units owned by Developer; and

C. The Developer desires to amend the Master Deed as stated in this Fourth Amendment to Master Deed create new Units 21 and 22 from Unit 1.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended and restated to be as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 2A, 3, 5 and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this Fifth Amendment, amend Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

2. **Continuing Effect.** Except as amended and modified by this Fifth Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Fifth Amendment to Master Deed as of the day and year first above written.

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 25th day of September, 2018, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires: 03-11-2022
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

537054.docx

REPLAT NO. 5 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED SEPTEMBER 26, 2018. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 5.

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

EXHIBIT "B"

DESCRIPTION

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Heneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 58.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S38°18'01"W 8.93 feet; thence N85°08'02"W 88.88 feet; thence N86°42'32"W 41.11 feet; thence S78°21'22"W 130.83 feet; thence N28°25'08"W 35.89 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'06", and a chord bearing N86°43'01"E 28.89 feet; thence N89°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).
ALSO
Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S83°42'22"W 0.42 feet; thence S83°39'47"W 152.67 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S28°20'13"E 45.87 feet; thence S57°22'08"W 32.28 feet; thence N33°07'31"W 32.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N83°52'32"E 19.65 feet; thence N83°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).
ALSO
Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'58"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.36 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S69°41'04"W 236.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.63 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°16'08", and a chord bearing S04°49'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'39", and a chord bearing S13°28'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S06°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°56'52"W 38.54 feet; thence N32°59'05"W 87.74 feet; thence N20°34'00"W 89.00 feet; thence N88°41'04"E 40.30 feet; thence N15°06'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.89 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'16"E 191.98 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning.
ALSO
Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 67.87 feet; thence S83°39'35"W 125.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'58"W 87.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 28.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'58"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).
ALSO
Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S83°42'22"W 0.42 feet; thence S83°39'47"W 152.67 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S28°20'13"E 85.00 feet; thence N83°39'47"E 153.41 feet; thence N28°25'08"W 85.00 feet to the Point of Beginning.
ALSO
Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Commencing at the most Southerly corner of Lot 195 of said Resubdivision; thence N12°55'12"E 18.12 feet; thence N17°55'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N19°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.60 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N29°53'15"W 18.18 feet; thence N40°15'35"W 84.41 feet; thence N43°24'32"W 271.95 feet; thence N38°42'57"E 68 feet, more or less, to the water's edge of Lake Macatawa; thence Southeasterly 368 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 16 feet, more or less, to the Point of Beginning.

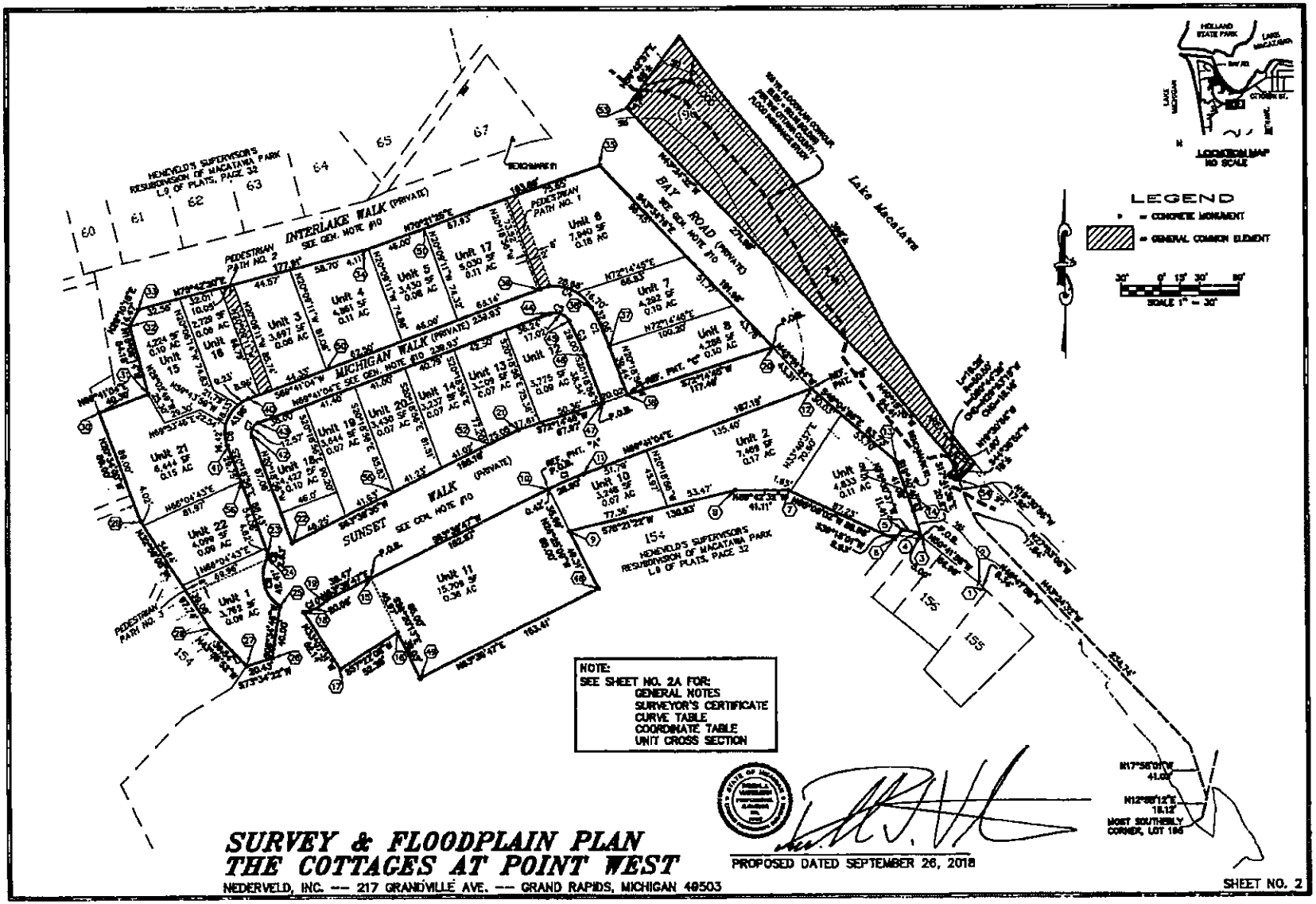
Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019959, as amended. ("DECLARATION")

NOTE:
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

SHEET INDEX

- * 1. COVER SHEET
- * 2. SURVEY & FLOODPLAIN PLAN
- * 2A NOTES PLAN
- * 3. SITE PLAN
- 4. PUD REFERENCE PLAN
- * 5. EASEMENT PLAN
- * 6. UTILITY PLAN

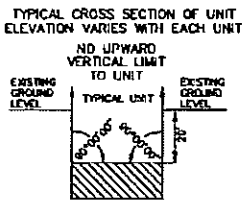
PROPOSED DATED SEPTEMBER 26, 2018

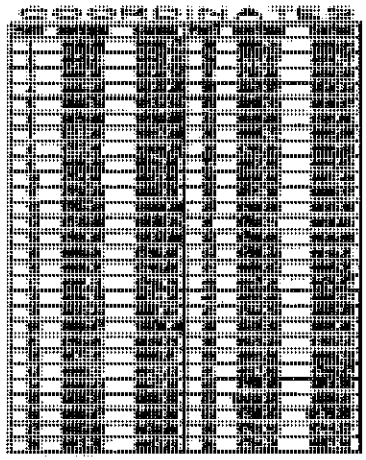

INTERLAKE WALK (PRIVATE)
SEE GEN. NOTE #10
MICHIGAN WALK (PRIVATE)
SEE GEN. NOTE #10
SUNSET WALK (PRIVATE)
SEE GEN. NOTE #10
BAY ROAD (PRIVATE)
SEE GEN. NOTE #10
Lake Macatawa
HENEVELD'S SUPERVISOR'S RESUBDIVISION OF MACATAWA PARK L.9 OF PLATS, PAGE 32
LOCATION MAP
NO SCALE
LEGEND
= CONCRETE MONUMENT
= GENERAL COMMON ELEMENT
SCALE 1" = 30'
NOTE:
SEE SHEET NO. 2A FOR:
GENERAL NOTES
SURVEYOR'S CERTIFICATE
CURVE TABLE
COORDINATE TABLE
UNIT CROSS SECTION
PROPOSED DATED SEPTEMBER 26, 2018
SURVEY & FLOODPLAIN PLAN
THE COTTAGES AT POINT WEST
NEDERVELD, INC. --- 217 GRANDVILLE AVE. --- GRAND RAPIDS, MICHIGAN 49503
SHEET NO. 2

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	39.34'	225.00'	9°58'17"	N89°45'52"W	39.29'
C2	32.05'	248.00'	7°24'47"	N90°58'39"W	32.03'
C3	39.66'	169.00'	13°44'47"	N84°41'16"W	39.58'
C4	48.38'	33.00'	83°57'13"	N89°58'39"W	44.17'
C5	17.08'	11.00'	89°01'31"	S89°30'45"W	15.41'
C6	43.98'	28.00'	90°00'00"	S44°41'54"W	39.60'
C7	13.51'	8.00'	96°46'09"	N54°41'54"E	11.96'
C8	2.61'	3.00'	50°01'39"	S24°58'05"W	2.53'
C9	46.41'	28.00'	95°01'39"	S72°58'07"E	38.47'
C10	20.08'	28.00'	41°05'21"	N65°29'04"E	19.65'

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT





GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]

SURVEYOR'S CERTIFICATE

I, RANDAL J. VASTEVEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 394, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO CERTAIN ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED; THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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 ARE 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.

Sept 26, 2018

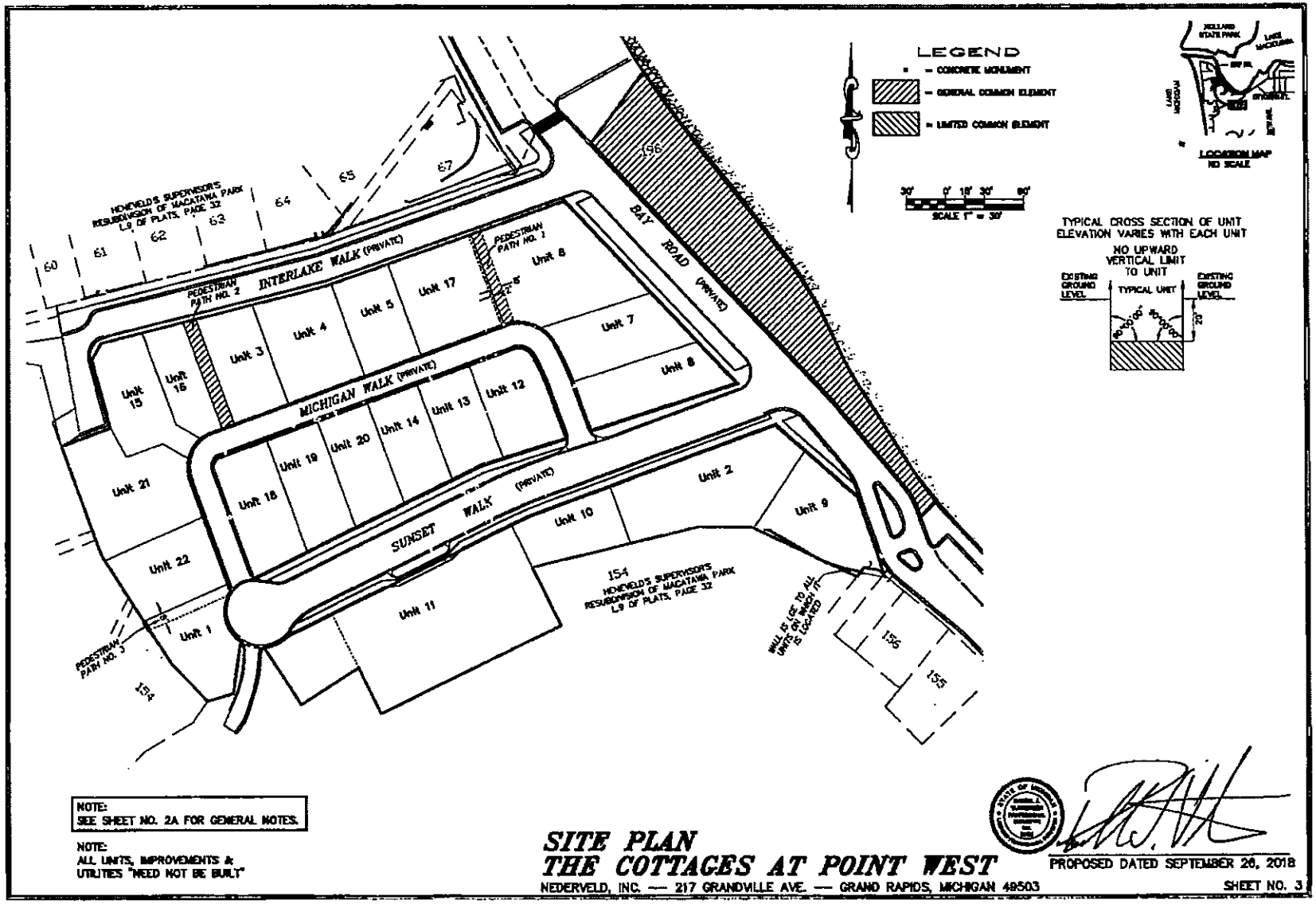
RANDAL J. VASTEVEEN
PROFESSIONAL SURVEYOR NO. 29488
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

NOTES PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED SEPTEMBER 28, 2018

NEDERVELD, INC. -- 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 2A



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

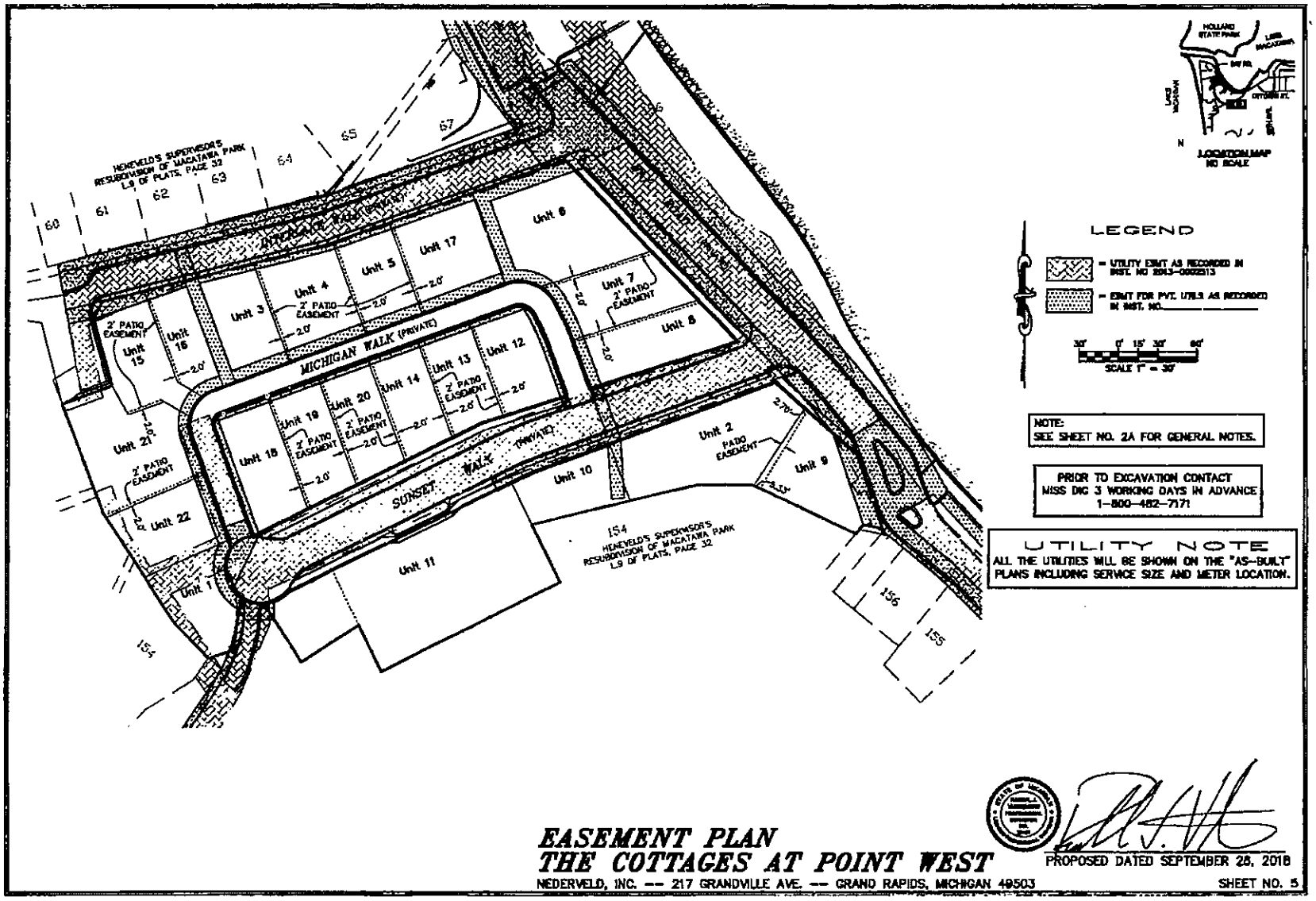
NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

SITE PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. — 217 GRANDVILLE AVE. — GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED SEPTEMBER 26, 2018

SHEET NO. 3

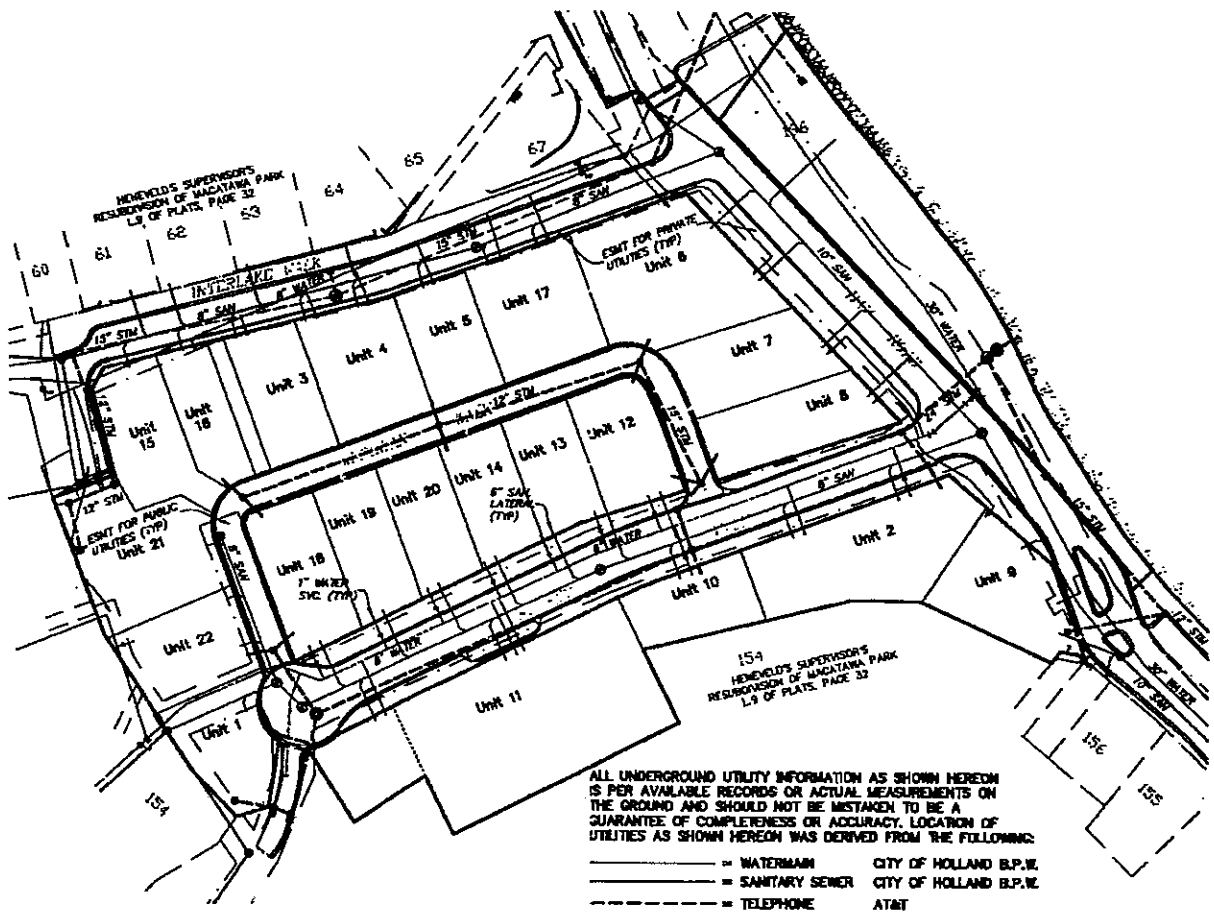


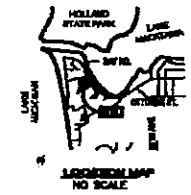
EASEMENT PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED SEPTEMBER 28, 2018

SHEET NO. 5





LEGEND

- ⊗ = WATER VALVE
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SCALE 1" = 30'

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PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

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————	= WATERMAIN	CITY OF HOLLAND B.P.W.
————	= SANITARY SEWER	CITY OF HOLLAND B.P.W.
- - - - - -	= TELEPHONE	AT&T
—— — ——	= ELECTRIC	CONSUMERS ENERGY
- · - · - · -	= CABLE TV	CHARTER COMMUNICATIONS

NOTE:
ALL UTILITIES "NEED NOT BE BUILT"

UTILITY PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED SEPTEMBER 26, 2018

SHEET NO. 6

12
2MB

8808316
Tx:4413901
4/17/2019 9:36:00 AM

2019-0012020
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
04/17/2019 AT 09:39 AM
AMEND TO MASTER DEED
30.00

SIXTH AMENDMENT TO MASTER DEED
OF
THE COTTAGES AT POINT WEST
(Act 59, Public Acts of 1978, as amended)

Ottawa
[redacted] County Condominium Subdivision Plan No. 594

(1) Sixth Amendment to Master Deed of The Cottages at Point West, a Condominium Project

(2) **Exhibit B** to Sixth Amendment to Master Deed: Condominium Subdivision Plan for The Cottages at Point West

(3) **Exhibit C-1** Consent to Sixth Amendment – Stephen M. Sisson and Lauri M Sisson, Co-Trustees of the Stephen M. Sisson Trust, u/a/d September 1, 2015, Unit 19 Owner

(4) **Exhibit C-2** Consent to Sixth Amendment – James M. Pribble and Amy Longcore, Unit 14 Owner

(5) **Exhibit C-3** Consent to Sixth Amendment – Macatawa Pointe Development, Inc., Unit 20 Owner

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

This Master Deed Drafted By:

Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave., N.W. – Suite 1100
Grand Rapids, MI 49505

Return to after recording:

Paula M. Lewison
McSHANE & BOWIE, P.L.C.
99 Monroe Ave., N.W. – Suite 1100
Grand Rapids, MI 49503

556860.docx

SIXTH AMENDMENT TO MASTER DEED
OF
THE COTTAGES AT POINT WEST

This Sixth Amendment to Master Deed of The Cottages at Point West is made and executed as of this 31st day of January, 2019, by THE COTTAGES AT POINT WEST CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Association").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated May 18, 2015, recorded February 26, 2015 as Instrument No. 2015-0018582, Ottawa County, Michigan records, as amended by the First Amendment to Master Deed of the Cottages at Point West dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163; as further amended by the Second Amendment to Master Deed dated August 25, 2017, recorded August 29, 2017, as Instrument No. 2017-0031661, as clarified by the Affidavit dated September 6, 2017, recorded September 7, 2017, as Instrument No. 2017-0032976, Ottawa County, Michigan records; Third Amendment to Master Deed, dated January 8, 2018, recorded January 26, 2018, as Instrument No. 2018-0003104; Fourth Amendment to Master Deed, dated March 13, 2018, recorded March 15, 2018, as Instrument No. 2018-0008792; and Fifth Amendment to Master Deed dated September 25, 2018, recorded September 26, 2018, as Instrument No. 2018-0034439, Ottawa County, Michigan records (collectively, the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act");

B. The Association has the power under Article 11, Unit Boundary Relocations, of the Master Deed to relocate the boundaries of Units upon the request and with the consent of the affected Unit Co-owners upon written application of the affected Unit owners.

C. MCLA Section 559.90a(9) provides that mortgagees need not be notified of or participate in this Amendment.

D. The Association desires to amend the Master Deed as stated in this Sixth Amendment to Master Deed to combine the approximate one-half (1/2) of Unit 20 that is adjacent to Unit 19 with Unit 19 and combine the approximate one-half (1/2) of Unit 20 that is adjacent to Unit 14 with Unit 14, as requested by the Unit co-owners of Units 14, 19, and 20, thereby eliminating Unit 20.

70-15-33-394-024

NOW, THEREFORE, the Association does hereby amend the Master Deed as follows:

Ottawa County Treasurer's Office 4/17/19 The records in my office show no unpaid taxes or special assessments for the five tax years of 2018 & prior involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgements.
Amanda Price, Treasurer KS

1. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended and restated to be as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 2A, 3, 5 and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this Sixth Amendment, amend Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

2. **Continuing Effect.** Except as amended and modified by this Sixth Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has duly executed this Sixth Amendment to Master Deed as of the day and year first above written.

THE COTTAGES AT POINT WEST
CONDOMINIUM ASSOCIATION

By: _____
Charles B. Hoyt
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 31st day of January, 2019, before me, a Notary Public in and for said County, appeared Charles B. Hoyt, to me personally known, who being by me duly sworn, did say that he is the President of The Cottages at Point West Condominium Association, which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____
CYNTHIA M. GRIMALDI
Notary Public, Kent County, MI
My Commission Expires: 03.11.2022
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

539485.docx

REPLAT NO. 6 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED JANUARY 28, 2019. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 6.

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

EXHIBIT B

DESCRIPTION

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Heneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 56.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S39°18'01"W 8.93 feet; thence N65°09'02"W 88.88 feet; thence N89°42'32"W 41.11 feet; thence S76°21'22"W 130.83 feet; thence N26°25'09"W 35.69 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'06", and a chord bearing N66°43'01"E 28.89 feet; thence N69°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).

ALSO

Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N63°52'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).

ALSO

Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S69°41'04"W 239.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.63 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°16'08", and a chord bearing S04°49'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'39", and a chord bearing S13°26'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°56'52"W 39.54 feet; thence N32°59'05"W 97.74 feet; thence N20°34'00"W 89.00 feet; thence N69°41'04"E 40.30 feet; thence N15°06'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.69 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'16"E 191.98 feet along the Southwesterly line of Bay Road, a variable width privote right of way, to the Point of Beginning.

ALSO

Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 67.97 feet; thence S63°39'35"W 195.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a centrol of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).

ALSO

Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N26°25'09"W 85.00 feet to the Point of Beginning.

ALSO

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Commencing at the most Southerly corner of Lot 195 of said Resubdivision; thence N12°55'12"E 16.12 feet; thence N17°58'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N19°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.60 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N29°53'15"W 18.18 feet; thence N40°15'35"W 84.41 feet; thence N43°24'32"W 271.95 feet; thence N36°42'57"E 68 feet, more or less, to the water's edge of Lake Macatawa; thence Southeosterly 398 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 18 feet, more or less, to the Point of Beginning.

Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019959, as amended. ("DECLARATION")

NOTE:
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the stote construction code in the relevant governmentol subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

SHEET INDEX

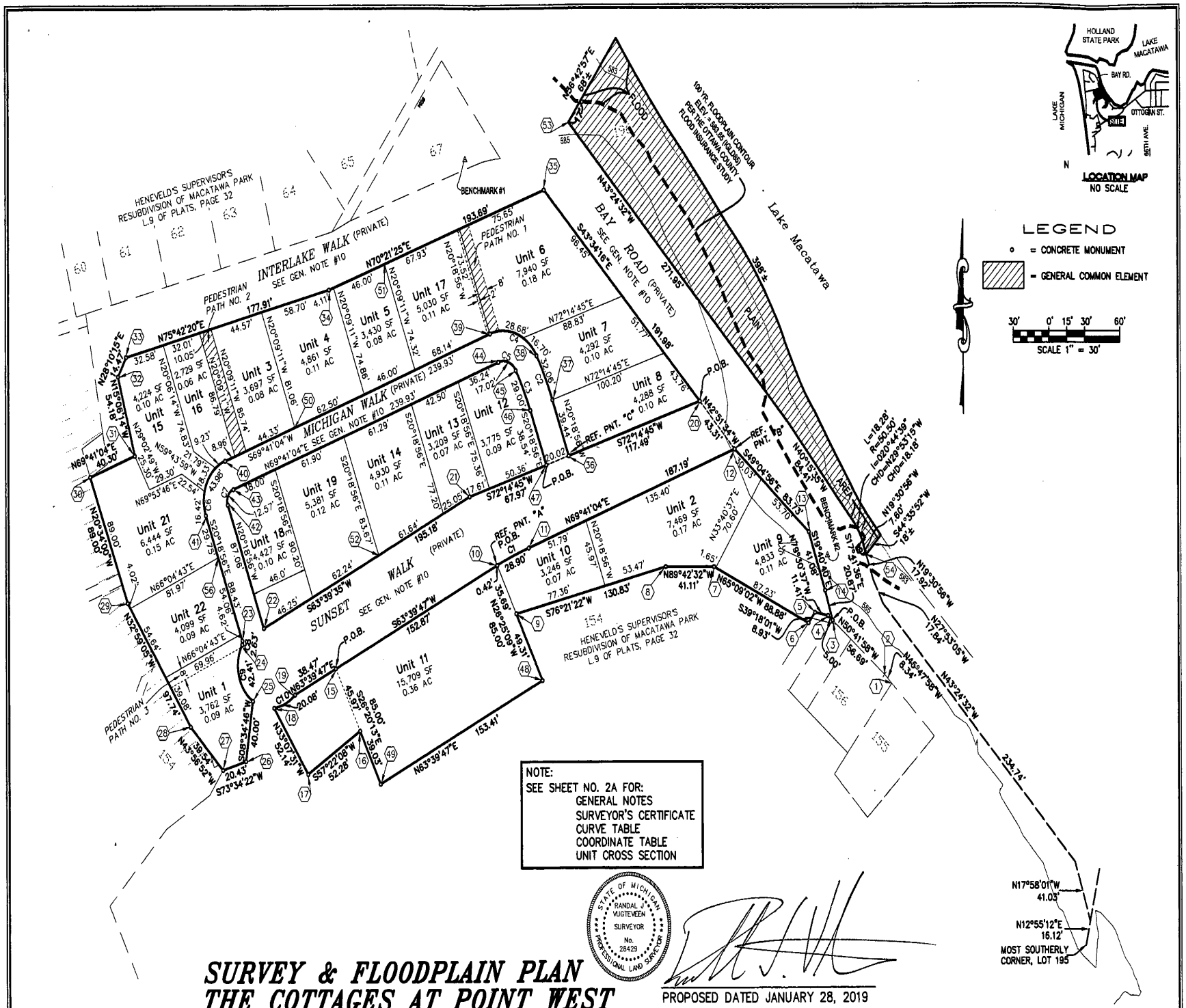
* 1. COVER SHEET
* 2. SURVEY & FLOODPLAIN PLAN
* 2A NOTES PLAN
* 3. SITE PLAN
  4. PUD REFERENCE PLAN
* 5. EASEMENT PLAN
* 6. UTILITY PLAN

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

PROPOSED DATED JANUARY 28, 2019

COVER SHEET
SHEET NO. 1

OCROD PG 4 OF 12



SURVEY & FLOODPLAIN PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 28, 2019

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

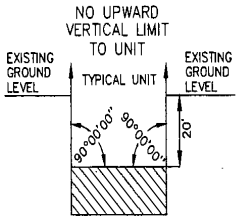
SHEET NO. 2

OCROD PG 5 OF 12

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	29.32'	279.00'	6°01'17"	N66°40'26"E	29.31'
C2	32.06'	210.00'	8°44'47"	N24°41'19"W	32.03'
C3	29.00'	190.00'	8°44'47"	S24°41'19"E	28.98'
C4	45.38'	32.00'	81°15'13"	N69°41'19"W	41.67'
C5	17.02'	12.00'	81°15'13"	S69°41'19"E	15.63'
C6	43.98'	28.00'	90°00'00"	S24°41'04"W	39.60'
C7	12.57'	8.00'	90°00'00"	N24°41'04"E	11.31'
C8	2.63'	3.00'	50°16'08"	S04°49'08"W	2.55'
C9	42.41'	28.00'	86°46'39"	S13°26'07"E	38.47'
C10	20.08'	28.00'	41°05'21"	N63°52'32"E	19.65'

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT



COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	9639.80	10199.17	29	9694.34	9550.04
2	9645.61	10193.19	30	9777.67	9518.77
3	9681.52	10149.32	31	9791.66	9556.56
4	9684.68	10145.45	32	9843.97	9542.44
5	9686.76	10134.24	33	9856.73	9549.27
6	9679.85	10128.58	34	9900.66	9721.68
7	9717.20	10047.92	35	9965.77	9904.09
8	9717.41	10006.81	36	9790.84	9924.52
9	9686.55	9879.68	37	9827.82	9910.83
10	9718.51	9863.80	38	9856.92	9897.45
11	9729.93	9890.33	39	9871.39	9858.37
12	9794.92	10065.88	40	9788.09	9633.36
13	9740.08	10129.15	41	9752.11	9616.83
14	9701.40	10142.98	42	9759.05	9635.58
15	9650.51	9726.42	43	9769.33	9640.31
16	9609.31	9746.82	44	9852.63	9865.31
17	9581.12	9702.79	45	9847.21	9879.97
18	9624.79	9674.30	46	9820.88	9892.07
19	9633.44	9691.94	47	9784.74	9905.45
20	9826.67	10036.42	48	9642.32	9901.48
21	9764.01	9840.72	49	9574.33	9764.13
22	9677.41	9665.81	50	9810.06	9692.72
23	9669.17	9647.53	51	9917.50	9768.87
24	9666.63	9647.32	52	9725.55	9763.04
25	9629.22	9656.25	53	10009.93	9925.01
26	9589.67	9650.29	54	9725.03	10178.05
27	9583.89	9630.69	55	NOT USED	
28	9612.36	9603.25	56	9724.21	9627.16

GENERAL NOTES

1. BENCH MARK #1 ELEVATION 592.00 (IGLD85) NW CAP FLANGE BOLT OF HYDRANT (UNDER "A" OF DARLING) 67 FEET WEST AND 20 FEET NORTH OF COORDINATE POINT 35. BENCH MARK #2 ELEVATION 585.15 (IGLD85) NE BOTTOM FLANGE BOLT OF HYDRANT (UNDER "A" OF DARLING) 16 FEET EAST AND 15 FEET SOUTH OF COORDINATE POINT 13.
2. BEARINGS AS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF "HENEVELD'S SUPERVISOR'S RESUBDIVISION OF MACATAWA PARK" AS RECORDED IN LIBER 9 OF PLATS, PAGE 3.
3. IRON BARS 1/2 INCH IN DIAMETER AND 18 INCHES IN LENGTH WILL BE PLACED AT ALL UNIT CORNERS.
4. ALL DIMENSIONS ARE IN FEET.
5. ALL CURVE DIMENSIONS ARE ARC DISTANCES.
6. FLOOD PLAIN NOTE: THERE IS A 100 YEAR FLOODPLAIN ELEVATION FOR LAKE MACATAWA OF 583.85 FEET (IGLD85) PER THE OTTAWA COUNTY FLOOD INSURANCE STUDY, FEMA FLOOD INSURANCE STUDY NUMBER 26139CV001B AND 26139CV002B, AND IS SHOWN HEREON.
7. THE TOTAL AREA OF THE CONDOMINIUM IS 2.85 ACRES.
8. EACH STRUCTURE SHALL BE LOCATED IN STRICT COMPLIANCE WITH THE ORDINANCES OF THE PARK TOWNSHIP, OTTAWA COUNTY, AND THE STATE OF MICHIGAN.
9. ALL IMPROVEMENTS AND UTILITIES "NEED NOT BE BUILT".
10. INGRESS & EGRESS OVER BAY ROAD, INTERLAKE WALK, MICHIGAN WALK, AND SUNSET WALK AS DEPICTED ON THIS SHEET IS DESCRIBED IN THE "DECLARATION".

SURVEYOR'S CERTIFICATE

I, RANDAL J. VUGTEVEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594, 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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.

JAN 28 2019

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

RANDAL J. VUGTEVEEN
PROFESSIONAL SURVEYOR NO. 28429
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

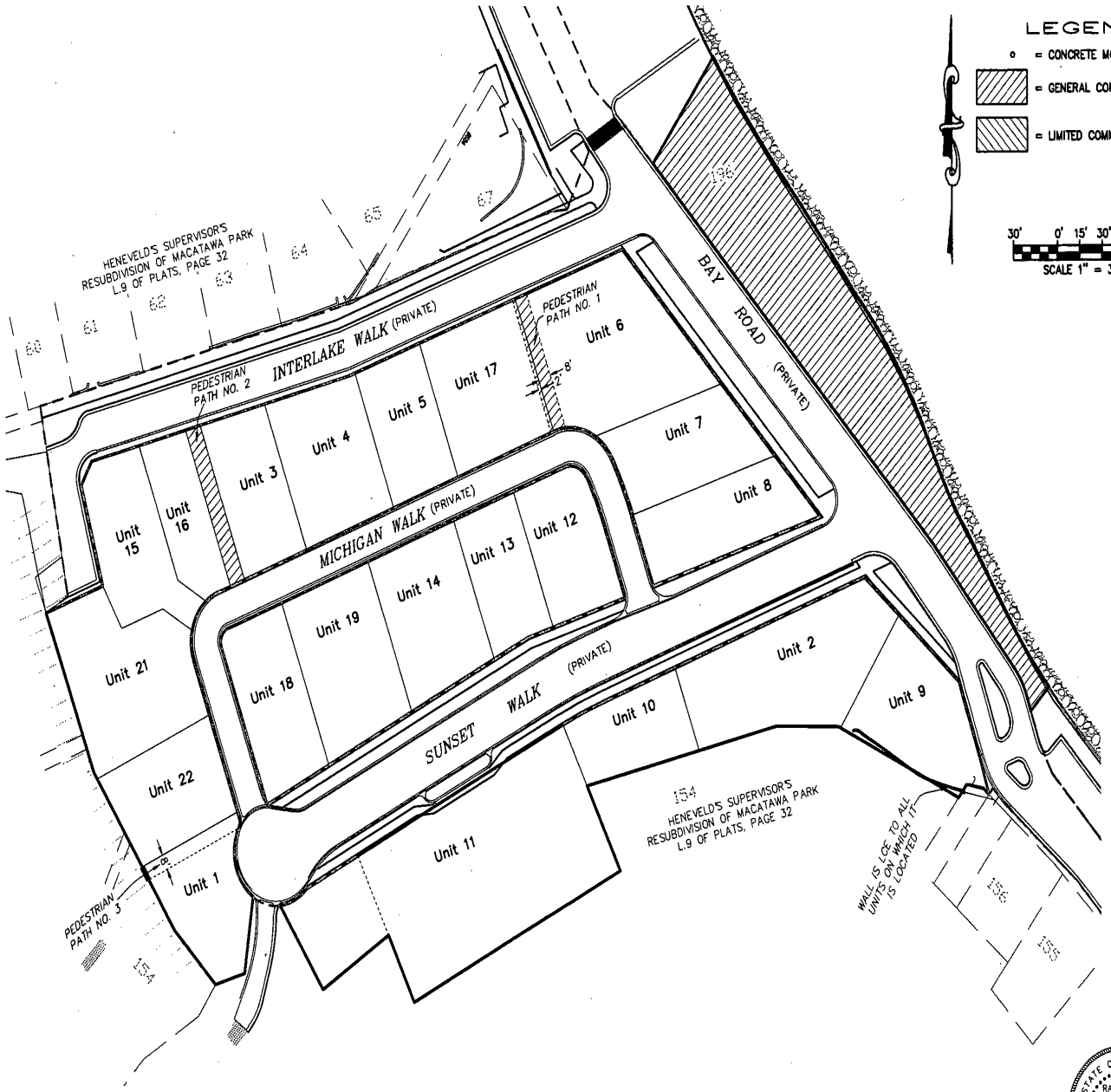
NOTES PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 28, 2019

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 2A

OCRQD PG 6 OF 12



LEGEND

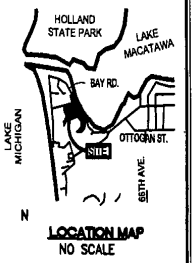
o = CONCRETE MONUMENT

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

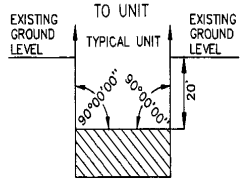
30' 0' 15' 30' 60'

SCALE 1" = 30'



LOCATION MAP
NO SCALE

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

STATE OF MICHIGAN
RANDAL VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

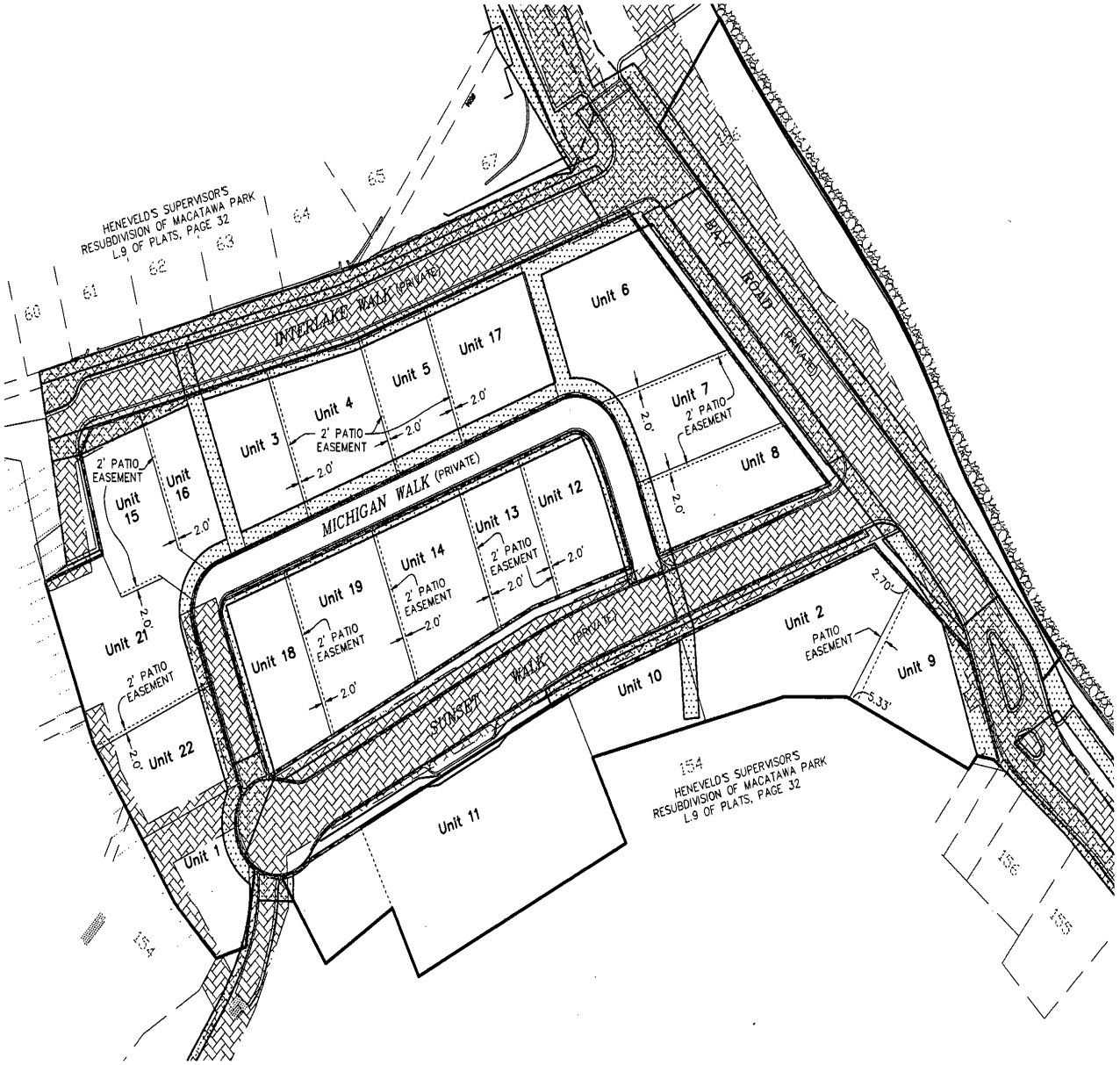
SITE PLAN
THE COTTAGES AT POINT WEST

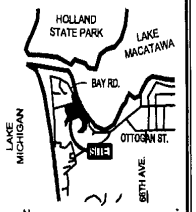
NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED JANUARY 28, 2019

SHEET NO. 3

OCROD PG 7 OF 12





LOCATION MAP
NO SCALE

LEGEND

= UTILITY ESMT AS RECORDED IN INST. NO 2013-0002513

= ESMT FOR PVT. UTILS AS RECORDED IN INST. NO._____

30' 0' 15' 30' 60'
SCALE 1" = 30'

NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE

ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

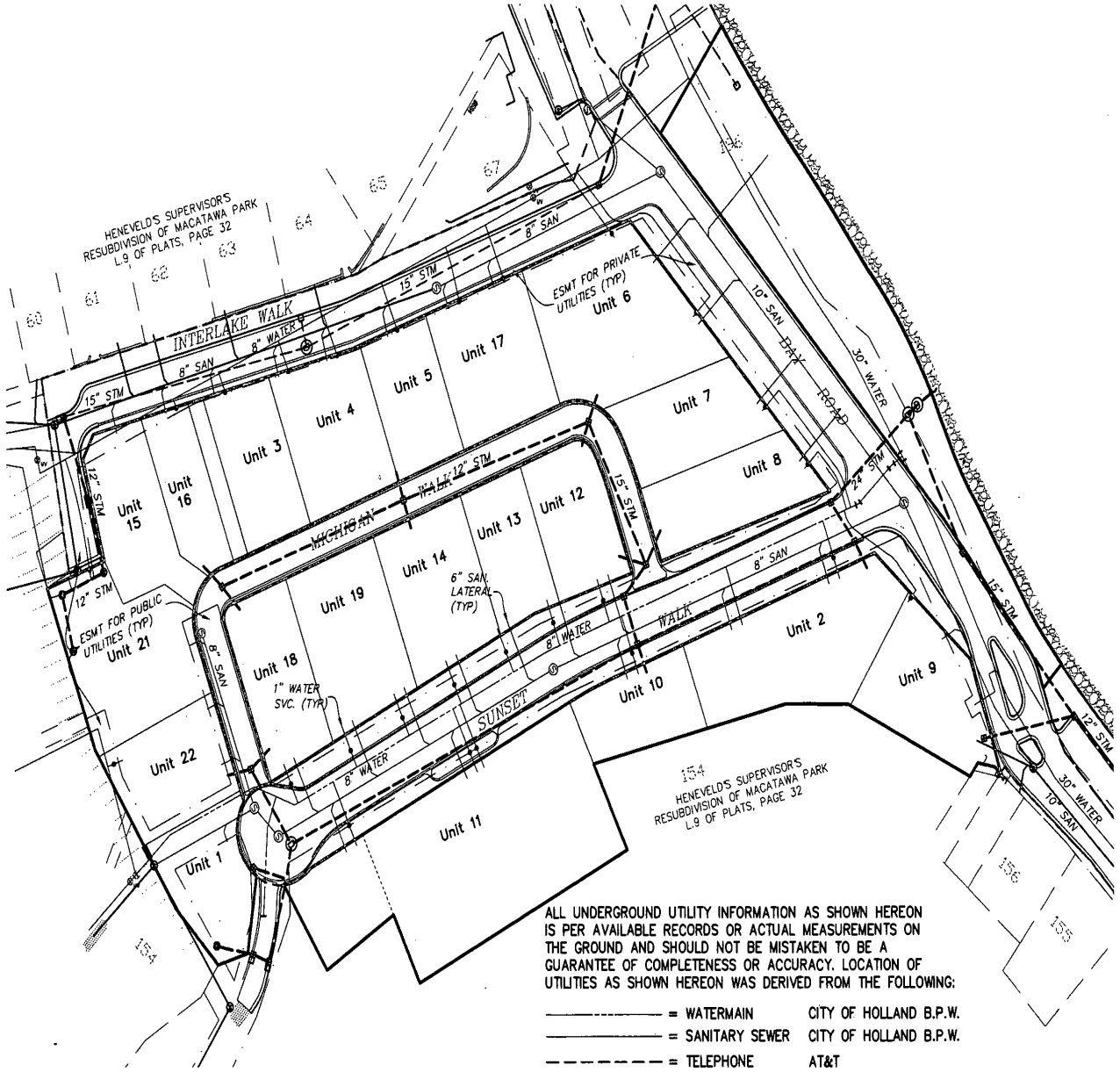
STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

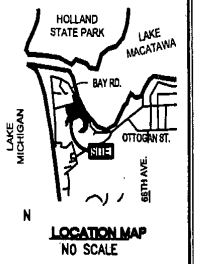
EASEMENT PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 28, 2019

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 5





LOCATION MAP
NO SCALE

LEGEND

- ⊗ = WATER VALVE
- Ⓓ = DRAIN MANHOLE
- □ = CATCH BASIN
- Ⓢ = SANITARY MANHOLE

30' 0' 15' 30' 60'
SCALE 1" = 30'

NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE

ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

————	= WATERMAIN	CITY OF HOLLAND B.P.W.
————	= SANITARY SEWER	CITY OF HOLLAND B.P.W.
– – – – –	= TELEPHONE	AT&T
—— – ——	= ELECTRIC	CONSUMERS ENERGY
-·-·-·-·-	= CABLE TV	CHARTER COMMUNICATIONS

NOTE:
ALL UTILITIES "NEED NOT BE BUILT"

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

UTILITY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED JANUARY 28, 2019

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

SHEET NO. 6

EXHIBIT C-1

APPLICATION AND CONSENT TO SIXTH AMENDMENT TO THE COTTAGES AT POINT WEST

Stephen M. Sisson and Lauri Sisson, Co-Trustees of the Stephen M. Sisson Trust, u/a/d September 1, 2015 of 2018 Wendy Way, Holland, Michigan 49424 as the Co-owners of Condominium Unit No. 19, The Cottages at Point West and at the application and consent of the undersigned request that Unit 19 boundary be relocated to include approximately one-half of Unit 20 as depicted in the Exhibit B, Condominium Subdivision Plan to the Sixth Amendment to The Cottages at Point West to which this Application and Consent is attached.

Stephen M. Sisson and Lauri M. Sisson, Co-Trustees of the Stephen M. Sisson Trust, u/a/d September 1, 2015, hereby consent recording of the Sixth Amendment to Master Deed of The Cottages at Point West in the office of the Register of Deeds for Ottawa County, Michigan.

Stephen M. Sisson, Co-Trustee of the Stephen M. Sisson Trust, under u/a/d September 1, 2015

Lauri M. Sisson, Co-Trustee of the Stephen M. Sisson Trust, under u/a/d September 1, 2015

STATE OF MICHIGAN)
) ss.
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 15th day of April, 2019 by Stephen M. Sisson and Lauri M. Sisson, Co-Trustees of the Stephen M. Sisson Trust, u/a/d September 1, 2015, on behalf of the Trust.

Notary Public, Kent County, MI
My Commission Expires: 5/10/19
Acting in the County of Kent

Drafted by and return to:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Avenue NW, Suite 1100
Grand Rapids, Michigan 49503
(616) 732-5000

556867_2

LISA GONZALEZ
Notary Public - Michigan
Ottawa County
My Commission Expires May 10, 2019
Acting in the County of Ottawa

EXHIBIT C-2

APPLICATION AND CONSENT TO SIXTH AMENDMENT TO THE COTTAGES AT POINT WEST

Amy Longcore and James M. Pribble, husband and wife, of 4655 Boxwood Court, Ann Arbor, Michigan 48108 as the Co-owners of Condominium Unit No. 14, The Cottages at Point West hereby request that the Unit 14 boundary be relocated to include one-half (1/2) of Unit 20 adjacent to Unit 14 as depicted in the Exhibit B Condominium Subdivision Plan included in the Sixth Amendment to Master Deed to which this Application and Consent is attached.

Amy Longcore and James M. Pribble hereby consent to the recording of the Sixth Amendment to Master Deed of The Cottages of Point West in the office of the Register of Deeds for Ottawa County, Michigan.

Amy Longcore

Amy Longcore

James M. Pribble

STATE OF MICHIGAN)
) ss.
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this 15 day of ~~January~~ April, 2019 by Amy Longcore and James M. Pribble, as their free act and deed.

Notary Public, Washtenaw County, MI
My Commission Expires: 5-18-19
Acting in the County of Washtenaw

STACY C. FUQUA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES May 18, 2019
ACTING IN COUNTY OF Washtenaw

Drafted by and return to:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Avenue NW, Suite 1100
Grand Rapids, Michigan 49503
(616) 732-5000

556872_2

EXHIBIT C-3

APPLICATION AND CONSENT TO SIXTH AMENDMENT TO THE COTTAGES AT POINT WEST

Macatawa Pointe Development, Inc., a Michigan corporation, of 660 Ada Drive, NE, Ada, Michigan 49301 is the Developer of the Project of legal record titleholder of Condominium Unit No. 20, The Cottages at Point West and at the application and consent of the undersigned requests that Unit 20 be eliminated and the land contained therein boundary be relocated to include approximately one-half (1/2) adjacent to Unit 14 and 19 to become part of Unit 14 and include approximately one-half adjacent to Unit 19 to become part of Unit 19 as depicted in the Exhibit B Condominium Subdivision Plan included in the Sixth Amendment to Master Deed to which this consent is attached.

NOW, THEREFORE, Macatawa Pointe Development, Inc. hereby consents to the recording of the Sixth Amendment to Master Deed of The Cottages of Point West in the office of the Register of Deeds for Ottawa County, Michigan.

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 31st day of January, 2019 by James J. Rosloniec, President of Macatawa Pointe Development, Inc., a Michigan corporation on behalf of the corporation.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires: 03-11-2022
Acting in the County of Kent

Drafted by and return to:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Avenue NW, Suite 1100
Grand Rapids, Michigan 49503
(616) 732-5000
557039.docx

ERECORDING
2019-0048767
FILED & SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
12/27/2019 AT 03:15 PM
30.00

SEVENTH AMENDMENT TO MASTER DEED OF THE COTTAGES AT POINT WEST

This Seventh Amendment to Master Deed of The Cottages at Point West is made and executed as of this 17th day of December, 2019, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated May 18, 2015, recorded February 26, 2015 as Instrument No. 2015-0018582, Ottawa County, Michigan records, as amended by the First Amendment to Master Deed of the Cottages at Point West dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163; as further amended by the Second Amendment to Master Deed dated August 25, 2017, recorded August 29, 2017, as Instrument No. 2017-0031661, as clarified by the Affidavit dated September 6, 2017, recorded September 7, 2017, as Instrument No. 2017-0032976, Ottawa County, Michigan records; Third Amendment to Master Deed, dated January 8, 2018, recorded January 26, 2018, as Instrument No. 2018-0003104; Fourth Amendment to Master Deed, dated March 13, 2018, recorded March 15, 2018, as Instrument No. 2018-0008792; Fifth Amendment to Master Deed dated September 25, 2018, recorded September 26, 2018, as Instrument No. 2018-0034439; and Sixth Amendment to Master Deed dated January 31, 2019, recorded April 17, 2019, as Instrument No. 2019-0012020; Ottawa County, Michigan records (collectively, the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act");

B. The Developer has the unilateral right under without the consent of any Co-owner or other person to amend and restate Section 3.1(l) of the Master Deed.

C. The Developer desires to amend the Master Deed as stated in this Seventh Amendment to Master Deed.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Article III, Definitions, Section 3.1(l).** Section 3.1(l) is amended and restated as follows:

> **"(l) Development Period.** "Development Period" means the period commencing with the recording of the Master Deed and continuing as long

Order: QuickView_
Doc: 2019-48767 REC

Requested By: , Printed: 9/14/2026 2:27:48 PM

as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VI hereof, whichever is longer, provided the period will in no event exceed twenty-five (25) years or, if sooner, when the Developer records a Declaration declaring the Development Period ended, which Declaration can be for all purposes under the Condominium Documents or declaring the Development Period is ended for some purposes but not other purposes."

3. Continuing Effect. Except as amended and modified by this Seventh Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Seventh Amendment to Master Deed as of the day and year first above written.

Signature is on the next page

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 17th day of December, 2019, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____
Cynthia M. Grimaldi
Notary Public, Kent County, MI
My Commission Expires: 03-11-2022
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

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OCROD PG 3 OF 3

Order: QuickView_
Doc: 2019-48767 REC

Page 3 of 3

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10/9/20
11:05am

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Tx:4492198
10/9/2020 11:05:00 AM

2020-0044482
FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
10/09/2020 AT 12:02 PM
30.00

EIGHTH AMENDMENT TO MASTER DEED OF THE COTTAGES AT POINT WEST

This Eighth Amendment to Master Deed of The Cottages at Point West is made and executed as of this 2nd day of October, 2020, by MACATAWA POINTE DEVELOPMENT, INC., a Michigan corporation of 660 Ada Drive, NE, Ada, Michigan 49301(the "Developer").

PRELIMINARY STATEMENTS:

A. The Cottages at Point West (the "Project") was established by recording the Master Deed of The Cottages at Point West dated May 18, 2015, recorded February 26, 2015 as Instrument No. 2015-0018582, Ottawa County, Michigan records, as amended by the First Amendment to Master Deed of the Cottages at Point West dated September 28, 2016, recorded October 3, 2016, as Instrument No. 2016-0037163; as further amended by the Second Amendment to Master Deed dated August 25, 2017, recorded August 29, 2017, as Instrument No. 2017-0031661, as clarified by the Affidavit dated September 6, 2017, recorded September 7, 2017, as Instrument No. 2017-0032976, Ottawa County, Michigan records; Third Amendment to Master Deed, dated January 8, 2018, recorded January 26, 2018, as Instrument No. 2018-0003104; Fourth Amendment to Master Deed, dated March 13, 2018, recorded March 15, 2018, as Instrument No. 2018-0008792; Fifth Amendment to Master Deed dated September 25, 2018, recorded September 26, 2018, as Instrument No. 2018-0034439; Sixth Amendment to Master Deed dated January 31, 2019, recorded April 17, 2019, as Instrument No. 2019-0012020; and Seventh Amendment to Master Deed dated December 17, 2019, recorded December 27, 2020, as Instrument No. 2019-0048767 Ottawa County, Michigan records (collectively, the "Master Deed") establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act");

B. The Developer has the unilateral right without the consent of any Co-owner or other person to amend the Master Deed to adjust boundary lines to create additional Units from Units owned by Developer;

C. The Developer desires to amend the Master Deed as stated in this Fourth Amendment to Master Deed create new Units 20, 23, 24, and 25; and

D. The Developer desires to address the common walls between Units 20 and 23 and Units 24 and 25.

Order: 701280974WTA Page 1 of 9 Requested By: CHIMIVCXML , Printed: 9/14/2026 2:22:19 PM
Doc: 2020-44482 MDEAMD 10-09-2020

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. Condominium Subdivision Plan. The Condominium Subdivision Plan attached to the Master Deed as **Exhibit B** is hereby amended to be as shown on the attached **Exhibit B** Condominium Subdivision Plan, which supersedes and replaces sheet numbers 1, 2, 2A, 3, 5 and 6, and shall upon recordation in the office of the Ottawa County Register of Deeds of this Eighth Amendment, amend Ottawa County Condominium Subdivision Plan No. 594, as recorded in the Ottawa County, Michigan records.

2. The following new Section 4.3(e) is hereby added to the end of Section 4.3 in the Master Deed:

> "(e) **Common Wall.** When the residences on two Units share a common wall on the Unit boundary, the Co-owner of each will be individually responsible for all costs of maintenance, repair and replacement of their respective residences including one-half (1/2) of all costs of maintenance, repair and replacement of the common wall and any foundation, roofing or other part of the structure benefitting both. The Co-owners of adjoining Units with a common driveway will likewise each be responsible for one-half (1/2) of all costs of maintenance, repair and replacement of the common driveway. The Co-owners shall mutually agree on the nature and extent of such common maintenance, repair and replacement as well as other maintenance of the exteriors of the building, or, in the absence of mutual agreement, will be bound by the decision of the Association if either asks for such a decision. The Association may establish procedures for making such decisions as it shall determine."

3. Continuing Effect. Except as amended and modified by this Eighth Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Eighth Amendment to Master Deed as of the day and year first above written.

Order: 701280974WTA Page 2 of 9 Requested By: CHIMIVCXML , Printed: 9/14/2026 2:22:20 PM
Doc: 2020-44482 MDEAMD 10-09-2020

MACATAWA POINTE DEVELOPMENT, INC.

By: _____
James J. Rosloniec
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

On this 2ND day of OCTOBER, 2020, before me, a Notary Public in and for said County, appeared James J. Rosloniec, to me personally known, who being by me duly sworn, did say that he is the President of Macatawa Pointe Development, Inc., which executed the within instrument; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument to be the free act and deed of said corporation.

_____
JENNIFER R. BROM
Notary Public, Kent County, MI
My Commission Expires: 11/09/2025
Acting in the County of Kent

This Instrument Drafted By:
Keith P. Walker
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

After Recording Return To:
Paula M. Lewison
McSHANE & BOWIE, P.L.C.
99 Monroe Ave NW, Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

600863_3

REPLAT NO. 7 OF
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594
EXHIBIT "B" TO THE MASTER DEED OF :

THE COTTAGES AT POINT WEST

PART OF SECTION 33, T5N, R16W, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN

DEVELOPER :
MACATAWA POINTE DEVELOPMENT, INC.
600 ADA DRIVE, SE, SUITE 301
ADA, MICHIGAN 49301

SURVEYOR :
NEDERVELD, INC.
217 GRANDVILLE AVE., SUITE 302
GRAND RAPIDS, MICHIGAN 49503

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT THE SHEETS ARE AMENDED OR ARE NEW SHEETS WHICH ARE DATED SEPTEMBER 18, 2020. ALL CORRESPONDING SHEETS OF THE PREVIOUSLY RECORDED EXHIBIT "B" PLANS SHALL BE SUPERCEDED BY THIS REPLAT NO. 7.

EXHIBIT "B"

DESCRIPTION

70-15-33-387-025 pt

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, Section 33, T5N, R16W, Park Township, Ottawa County, Michigan, as recorded in Liber 9 of Plats, on Page 32, described as: Commencing at the most Northeasterly corner of Lot 156 of said Heneveld's Supervisor's Resubdivision of Macatawa Park; thence N45°47'58"W 8.34 feet along the Northerly line of said Lot 156; thence N50°41'58"W 56.69 feet along the Northerly line of said Lot 156 and its Westerly extension to the Point of Beginning; thence N50°41'58"W 5.00 feet; thence N79°30'37"W 11.41 feet; thence S39°18'01"W 8.93 feet; thence N65°09'02"W 88.88 feet; thence N89°42'32"W 41.11 feet; thence S76°21'22"W 130.83 feet; thence N26°25'09"W 35.69 feet to Reference Point "A"; thence Northeasterly 28.90 feet along a 279.00 foot radius curve to the right, said curve having a central angle of 5°56'06", and a chord bearing N66°43'01"E 28.89 feet; thence N69°41'04"E 187.19 feet to Reference Point "B" (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way); thence S49°04'56"E 83.73 feet; thence S19°40'40"E 41.08 feet; thence S17°41'36"E 20.87 feet to the Point of Beginning (the previous three courses being along the Southwesterly line of Bay Road, a variable width private right of way).

ALSO

70-15-33-387-025 pt

Commencing at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet to the Point of Beginning (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 45.97 feet; thence S57°22'08"W 52.28 feet; thence N33°07'31"W 52.14 feet; thence Northeasterly 20.08 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 41°05'21", and a chord bearing N63°52'32"E 19.65 feet; thence N63°39'47"E 38.47 feet to the Point of Beginning (the previous two courses being along the Southerly line of Sunset Walk, a variable width private right of way).

ALSO

70-15-33-387-023 pt

Commencing at said Reference Point "B"; thence N42°51'34"W 43.31 feet to the Point of Beginning; thence S72°14'45"W 117.49 feet along the Northerly side of Sunset Walk, a variable width private right of way, to Reference Point "C"; thence N20°18'56"W 39.44 feet; thence Northwesterly 32.06 feet along a 210.00 foot radius curve to the left, said curve having a central angle of 8°44'47", and a chord bearing N24°41'19"W 32.03 feet; thence Northwesterly 45.38 feet along a 32.00 foot radius curve to the left, said curve having a central angle of 81°15'13", and a chord bearing N69°41'19"W 41.67 feet; thence S69°41'04"W 239.93 feet; thence Southwesterly 43.98 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 90°00'00", and a chord bearing S24°41'04"W 39.60 feet; thence S20°18'56"E 88.43 feet; thence Southerly 2.63 feet along a 3.00 foot radius curve to the right, said curve having a central angle of 50°16'08", and a chord bearing S04°49'08"W 2.55 feet; thence Southerly 42.41 feet along a 28.00 foot radius curve to the left, said curve having a central angle of 86°46'39", and a chord bearing S13°26'07"E 38.47 feet (the previous eight courses being along the Easterly, Northerly and Westerly sides of Michigan Walk, a 20.00 foot wide private right of way, and the Westerly side of said Sunset Walk); thence S08°34'46"W 40.00 feet; thence S73°34'22"W 20.43 feet; thence N43°56'52"W 39.54 feet; thence N32°59'05"W 97.74 feet; thence N20°34'00"W 89.00 feet; thence N69°41'04"E 40.30 feet; thence N15°06'14"W 54.18 feet; thence N28°10'15"E 14.47 feet; thence N75°42'20"E 177.91 feet; thence N70°21'25"E 193.69 feet (the previous five courses being along the Easterly and Southerly line of Interlake Walk, a variable width private right of way); thence S43°34'16"E 191.98 feet along the Southwesterly line of Bay Road, a variable width private right of way, to the Point of Beginning.

ALSO

70-15-33-387-024

Commencing at said Reference Point "C"; thence S72°14'45"W 20.02 feet to the Point of Beginning; thence S72°14'45"W 67.97 feet; thence S63°39'35"W 195.18 feet (the previous three courses being along the Northerly side of said Sunset Walk); thence N20°18'56"W 87.06 feet; thence Northeasterly 12.57 feet along a 8.00 foot radius curve to the right, said curve having a central angle of 90°00'00", and a chord bearing N24°41'04"E 11.31 feet; thence N69°41'04"E 239.93 feet; thence Southeasterly 17.02 feet along a 12.00 foot radius curve to the right, said curve having a central of 81°15'13", and a chord bearing S69°41'19"E 15.63 feet; thence Southeasterly 29.00 feet along a 190.00 foot radius curve to the right, said curve having a central angle of 8°44'47", and a chord bearing S24°41'19"E 28.98 feet; thence S20°18'56"E 38.54 feet to the Point of Beginning (the previous six courses being along the Easterly, Northerly and Westerly sides of said Michigan Walk).

ALSO

70-15-33-387-025 pt

Beginning at said Reference Point "A"; thence Southwesterly 0.42 feet along a 279.00 foot radius curve to the left, said curve having a central angle of 00°05'11", and a chord bearing S63°42'22"W 0.42 feet; thence S63°39'47"W 152.87 feet (the previous two courses being along the Southerly line of said Sunset Walk); thence S26°20'13"E 85.00 feet; thence N63°39'47"E 153.41 feet; thence N26°25'09"W 85.00 feet to the Point of Beginning.

ALSO

Part of Heneveld's Supervisor's Resubdivision of Macatawa Park, as recorded in Liber 9 of Plats, Page 32, described as: Commencing at the most Southerly corner of Lot 195 of said Resubdivision; thence N12°55'12"E 16.12 feet; thence N17°58'01"W 41.03 feet; thence N43°24'32"W 234.74 feet; thence N27°53'05"W 17.84 feet; thence N19°30'56"W 17.92 feet to the Point of Beginning; thence N19°30'56"W 7.60 feet; thence Northwesterly 18.28 feet along the arc of a 50.50 foot radius curve to the left, said curve having a central angle of 20°44'39", and the chord of which bears N29°53'15"W 18.18 feet; thence N40°15'35"W 84.41 feet; thence N43°24'32"W 271.95 feet; thence N36°42'57"E 68 feet, more or less, to the water's edge of Lake Macatawa; thence Southeasterly 398 feet, more or less, along said water's edge to a line bearing N44°35'52"E from the Point of Beginning; thence S44°35'52"W 18 feet, more or less, to the Point of Beginning.

70-15-33-394-029

Together with and subject to the rights and restrictions set forth in POINT WEST AT MACATAWA PARK MASTER DECLARATION as recorded in Instrument No. 2015-0019959, as amended. ("DECLARATION")

NOTE:
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

SHEET INDEX

* 1. COVER SHEET
* 2. SURVEY & FLOODPLAIN PLAN
* 2A NOTES PLAN
* 3. SITE PLAN
4. PUD REFERENCE PLAN
* 5. EASEMENT PLAN
* 6. UTILITY PLAN

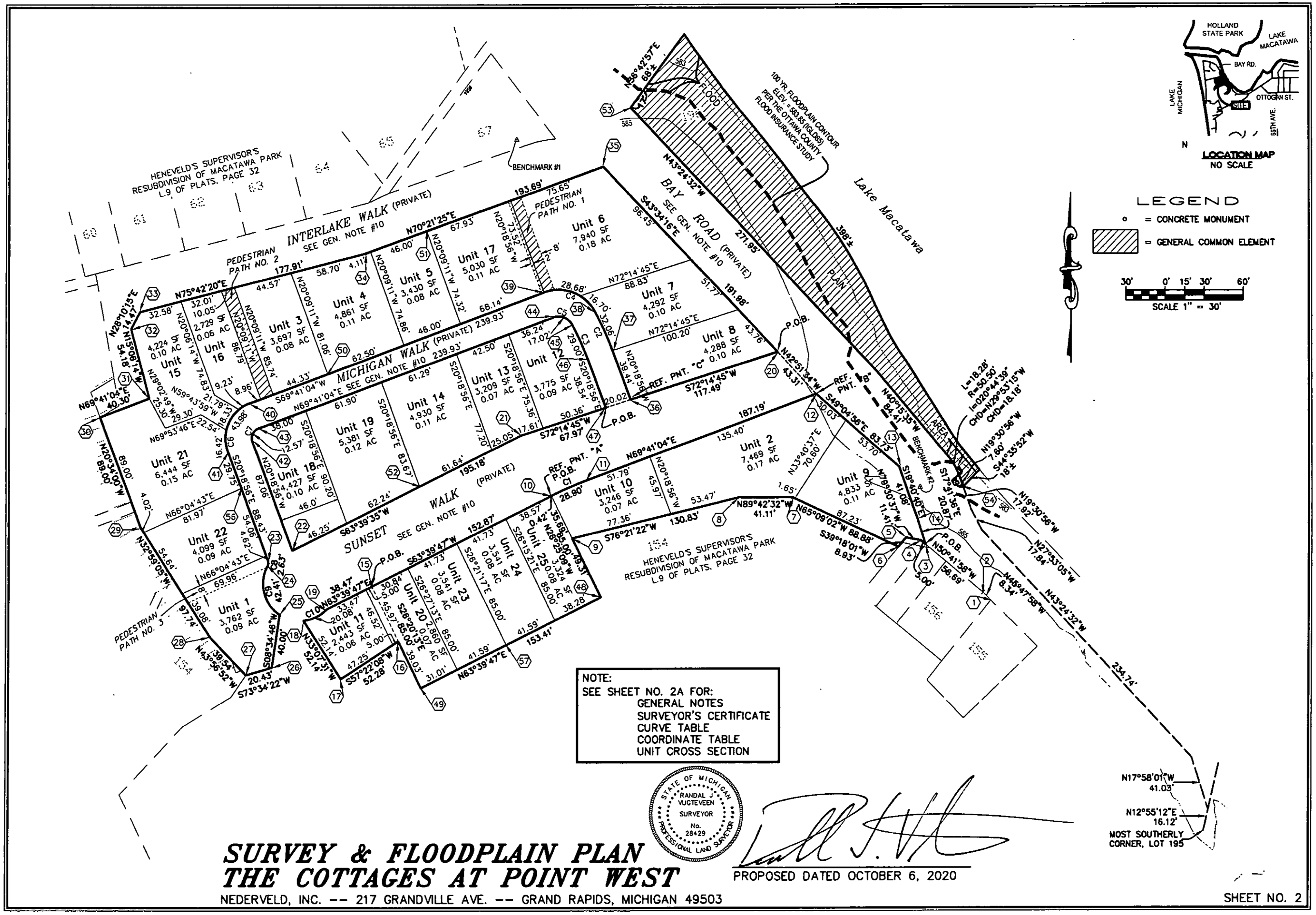
STATE OF MICHIGAN
RANDAL J. VUCTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

PROPOSED DATED OCTOBER 6, 2020

Ottawa County Treasurer's Office 10/01/2020. The records in my office show no unpaid taxes or special assessments for the five tax years of 2019 & prior involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgements.
Amanda Price, Treasurer

COVER SHEET
SHEET NO. 1

Page 4 of 9 Requested By: CHIMIVCXML , Printed: 9/14/2026 2:22:20 PM
OCROD PG 4 OF 9
Order: 701280974WTA
Doc: 2020-44482 MDEAMD 10-09-2020

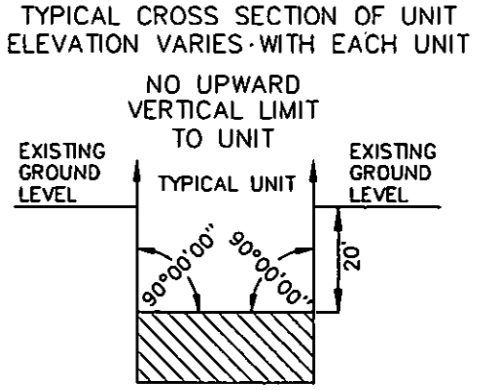


Page 5 of 9 Requested By: CHIMIVCXML , Printed: 9/14/2026 2:22:20 PM
OCROD PG 5 OF 9
Order: 701280974WTA
Doc: 2020-44482 MDEAMD 10-09-2020

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BRNG.	CHD. LENGTH
C1	29.32'	279.00'	6°01'17"	N66°40'26"E	29.31'
C2	32.06'	210.00'	8°44'47"	N24°41'19"W	32.03'
C3	29.00'	190.00'	8°44'47"	S24°41'19"E	28.98'
C4	45.38'	32.00'	81°15'13"	N69°41'19"W	41.67'
C5	17.02'	12.00'	81°15'13"	S69°41'19"E	15.63'
C6	43.98'	28.00'	90°00'00"	S24°41'04"W	39.60'
C7	12.57'	8.00'	90°00'00"	N24°41'04"E	11.31'
C8	2.83'	3.00'	50°16'08"	S04°49'08"W	2.55'
C9	42.41'	28.00'	86°46'39"	S13°26'07"E	38.47'
C10	20.08'	28.00'	41°05'21"	N63°52'32"E	19.65'

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT



COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	9639.80	10199.17	29	9694.34	9550.04
2	9645.61	10193.19	30	9777.67	9518.77
3	9681.52	10149.32	31	9791.66	9556.56
4	9684.68	10145.45	32	9843.97	9542.44
5	9686.76	10134.24	33	9856.73	9549.27
6	9679.85	10128.58	34	9900.66	9721.68
7	9717.20	10047.92	35	9965.77	9904.09
8	9717.41	10006.81	36	9790.84	9924.52
9	9686.55	9879.68	37	9827.82	9910.83
10	9718.51	9863.80	38	9856.92	9897.45
11	9729.93	9890.33	39	9871.39	9858.37
12	9794.92	10065.88	40	9788.09	9633.36
13	9740.08	10129.15	41	9752.11	9616.83
14	9701.40	10142.98	42	9759.05	9635.58
15	9650.51	9726.42	43	9769.33	9640.31
16	9609.31	9746.82	44	9852.63	9885.31
17	9581.12	9702.79	45	9847.21	9879.97
18	9624.79	9674.30	46	9820.88	9892.07
19	9633.44	9691.94	47	9784.74	9905.45
20	9826.67	10036.42	48	9642.32	9901.48
21	9764.01	9840.72	49	9574.33	9764.13
22	9677.41	9665.81	50	9810.06	9692.72
23	9669.17	9647.53	51	9917.50	9768.87
24	9666.63	9647.32	52	9725.55	9763.04
25	9629.22	9656.25	53	10009.93	9925.01
26	9589.67	9650.29	54	9725.03	10178.05
27	9583.89	9630.69	55	NOT USED	
28	9612.36	9603.25	56	9724.21	9627.16
			57	9606.54	9829.19

GENERAL NOTES

1. BENCH MARK #1 ELEVATION 592.00 (IGLD85) NW CAP FLANGE BOLT OF HYDRANT (UNDER "A" OF DARLING) 67 FEET WEST AND 20 FEET NORTH OF COORDINATE POINT 35. BENCH MARK #2 ELEVATION 585.15 (IGLD85) NE BOTTOM FLANGE BOLT OF HYDRANT (UNDER "A" OF DARLING) 16 FEET EAST AND 15 FEET SOUTH OF COORDINATE POINT 13.
2. BEARINGS AS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF "HENEVELD'S SUPERVISOR'S RESUBDIVISION OF MACATAWA PARK" AS RECORDED IN LIBER 9 OF PLATS, PAGE 3.
3. IRON BARS 1/2 INCH IN DIAMETER AND 18 INCHES IN LENGTH WILL BE PLACED AT ALL UNIT CORNERS.
4. ALL DIMENSIONS ARE IN FEET.
5. ALL CURVE DIMENSIONS ARE ARC DISTANCES.
6. FLOOD PLAIN NOTE: THERE IS A 100 YEAR FLOODPLAIN ELEVATION FOR LAKE MACATAWA OF 583.85 FEET (IGLD85) PER THE OTTAWA COUNTY FLOOD INSURANCE STUDY, FEMA FLOOD INSURANCE STUDY NUMBER 26139CV001B AND 26139CV002B, AND IS SHOWN HEREON.
7. THE TOTAL AREA OF THE CONDOMINIUM IS 2.85 ACRES.
8. EACH STRUCTURE SHALL BE LOCATED IN STRICT COMPLIANCE WITH THE ORDINANCES OF THE PARK TOWNSHIP, OTTAWA COUNTY, AND THE STATE OF MICHIGAN.
9. ALL IMPROVEMENTS AND UTILITIES "NEED NOT BE BUILT".
10. INGRESS & EGRESS OVER BAY ROAD, INTERLAKE WALK, MICHIGAN WALK, AND SUNSET WALK AS DEPICTED ON THIS SHEET IS DESCRIBED IN THE "DECLARATION".

SURVEYOR'S CERTIFICATE

I, RANDAL J. VUGTEVEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 594, 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 WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN 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 6, 2020

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

RANDAL J. VUGTEVEEN
PROFESSIONAL SURVEYOR NO. 28429
NEDERVELD, INC.
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503

NOTES PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED OCTOBER 6, 2020

SHEET NO. 2A

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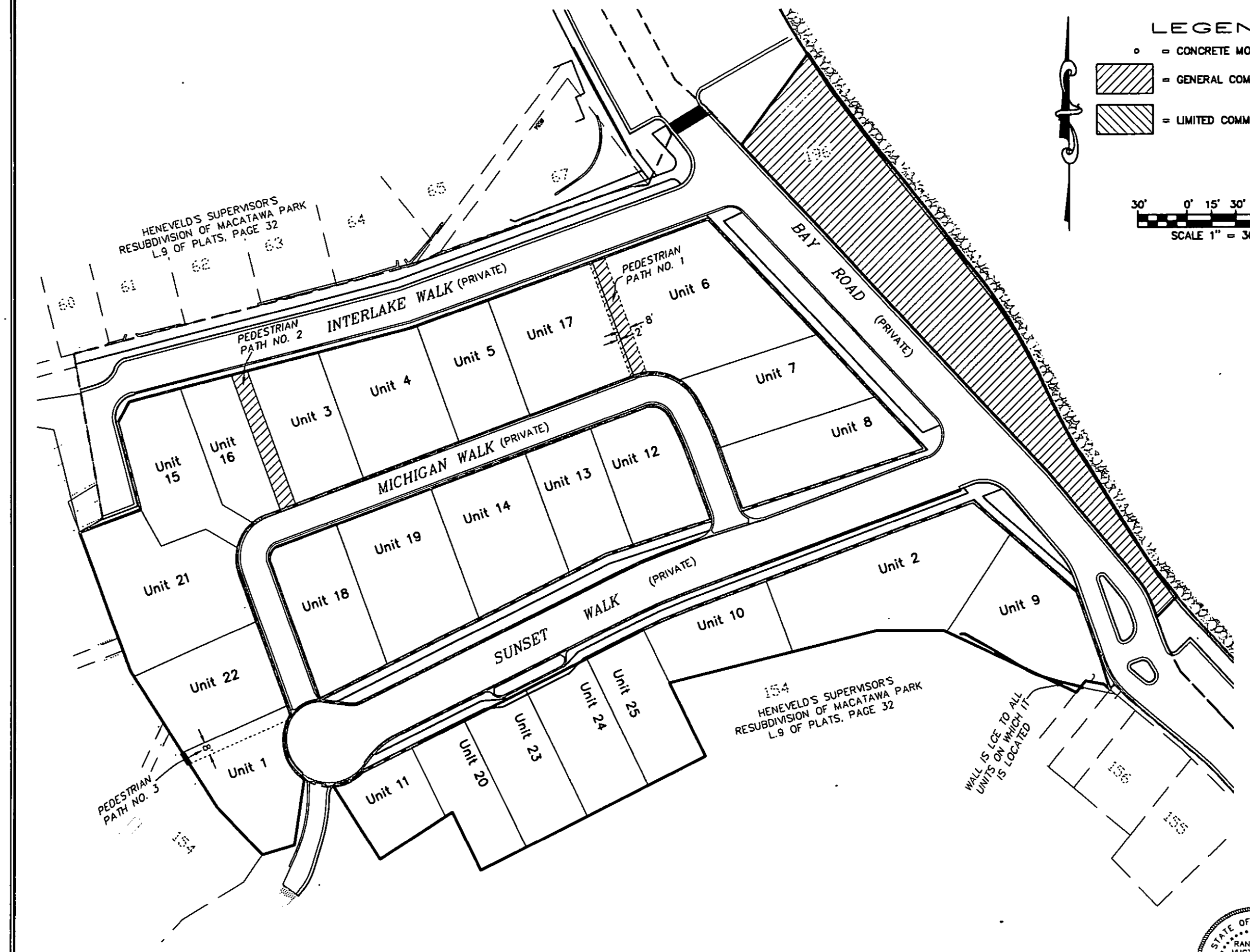
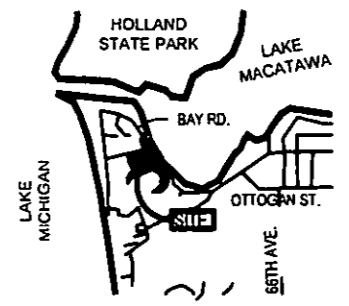


LEGEND

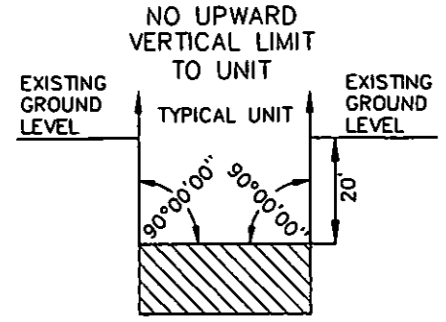
- ○ = CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT

30' 0' 15' 30' 60'
SCALE 1" = 30'



LOCATION MAP
NO SCALE

TYPICAL CROSS SECTION OF UNIT
ELEVATION VARIES WITH EACH UNIT



NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

NOTE:
ALL UNITS, IMPROVEMENTS & UTILITIES "NEED NOT BE BUILT"

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

SITE PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED OCTOBER 6, 2020

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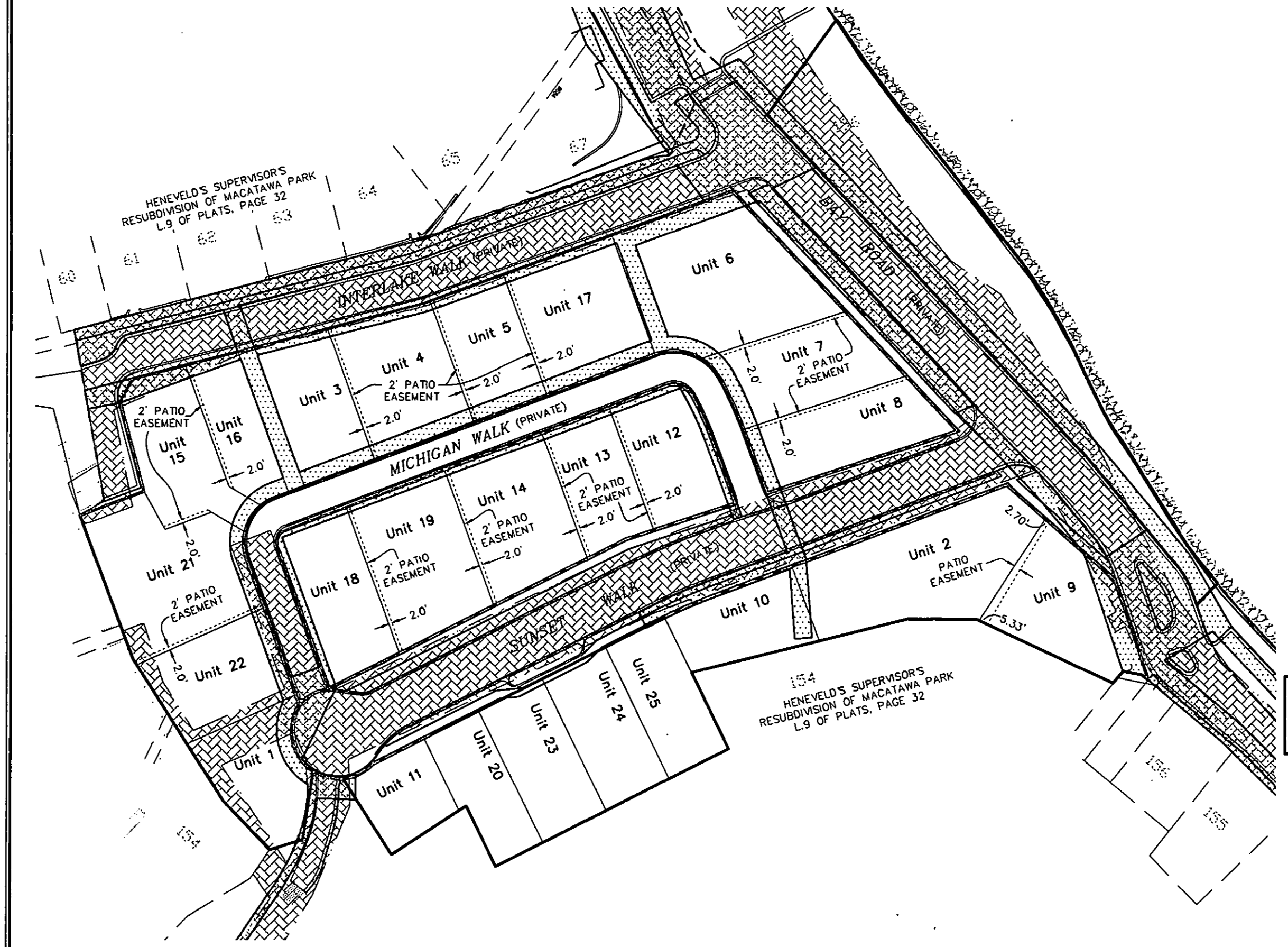

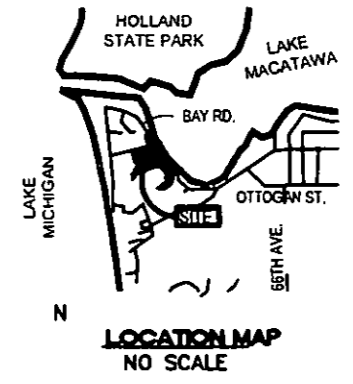

LOCATION MAP
NO SCALE

LEGEND

= UTILITY ESMT AS RECORDED IN INST. NO 2013-0002513

= ESMT FOR PVT. UTILS AS RECORDED IN INST. NO._____

30' 0' 15' 30' 60'
SCALE 1" = 30'

NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE
ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

PROPOSED DATED OCTOBER 6, 2020

EASEMENT PLAN
THE COTTAGES AT POINT WEST

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

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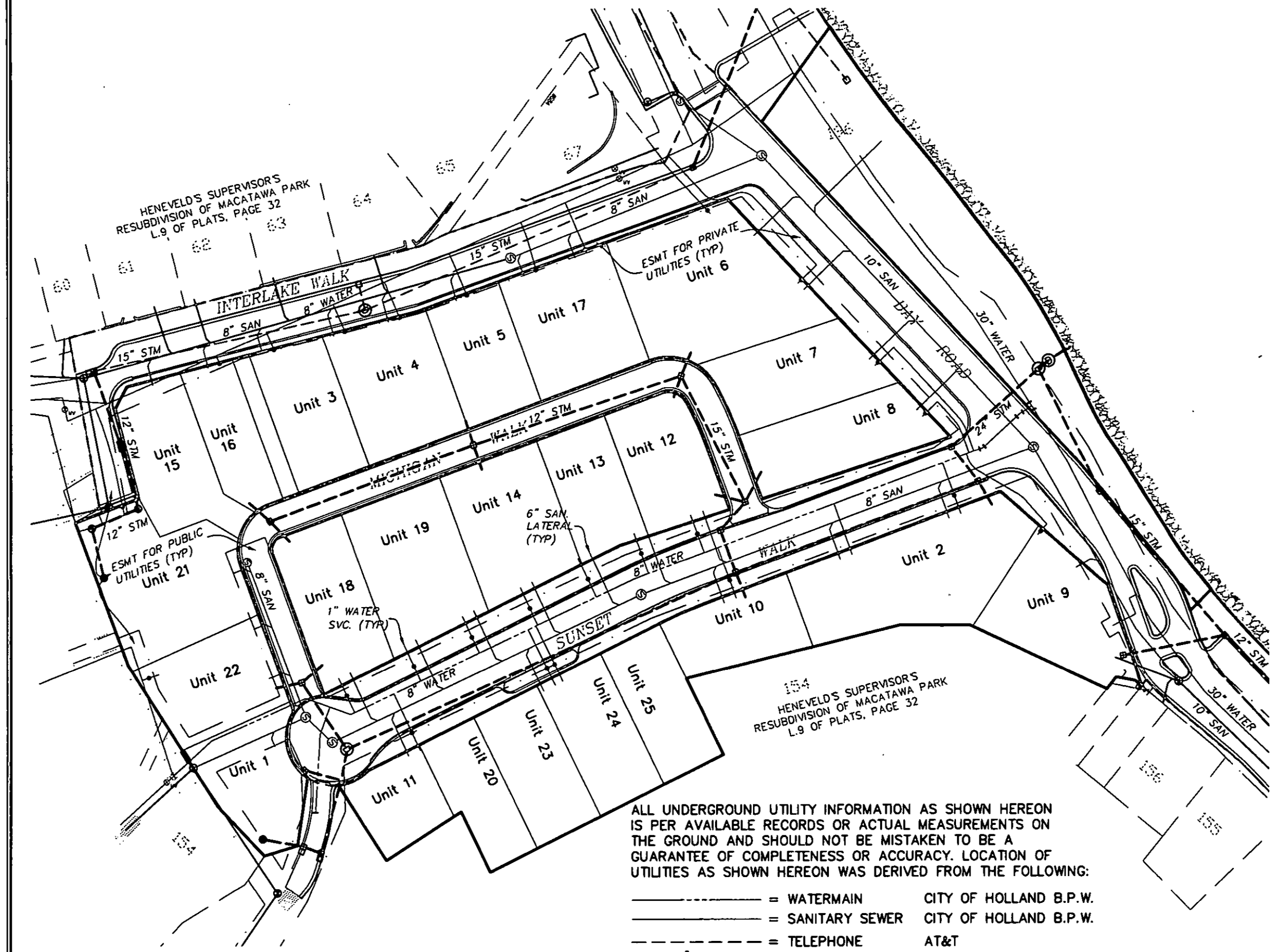

NOTE:
SEE SHEET NO. 2A FOR GENERAL NOTES.

PRIOR TO EXCAVATION CONTACT
MISS DIG 3 WORKING DAYS IN ADVANCE
1-800-482-7171

UTILITY NOTE

ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION.

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

———---———	= WATERMAIN	CITY OF HOLLAND B.P.W.
———————	= SANITARY SEWER	CITY OF HOLLAND B.P.W.
— — — — —	= TELEPHONE	AT&T
——— – ———	= ELECTRIC	CONSUMERS ENERGY
- - - - - -	= CABLE TV	CHARTER COMMUNICATIONS

NOTE:
ALL UTILITIES "NEED NOT BE BUILT"

STATE OF MICHIGAN
RANDAL J. VUGTEVEEN
SURVEYOR
No. 28429
PROFESSIONAL LAND SURVEYOR

UTILITY PLAN
THE COTTAGES AT POINT WEST

PROPOSED DATED OCTOBER 6, 2020

NEDERVELD, INC. -- 217 GRANDVILLE AVE. -- GRAND RAPIDS, MICHIGAN 49503

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