GRANDMARK
PROPERTY MANAGEMENT

To: Cannon Place North Condominium Association Co-Owners
From: Board of Directors / Grandmark Property Management
Date: April 13, 2022
Re: Adopted Fine Policy

Hello Cannon Place North Co-Owners:

In order to establish consistency and clarity of the process when a bylaw violation happens, the following fine policy has been adopted for Cannon Place North.

Per the Cannon Place North Bylaws, Article XVII, Section D, “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 Article IX of these Bylaws.” The Board of Directors has adopted a fine policy for Cannon Place North. **This policy will go into effect on June 1, 2022.**

The violation by any Co-owner, occupants, or guest of any of the provisions of the Condominium Documents (Master Deed, Bylaws, Articles of Incorporation of the Association, Association Bylaws, or Rules and Regulations of the Association) shall be grounds for assessment by the Association, after the 1st notice and the opportunity to appear before the Board if the Co-owner shall request it. Upon any such violation being alleged by the Board, the following procedures will be followed:

1. Notice of violation, including the Condominium provision violated, together with the description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner(s) on notice as to the violation, shall be sent by **mail, email or personally delivered** to the representative of said Co-owner at the address shown (or email address on record) in the notice required to be filed with the Association.
2. The offending Co-owner shall notify the Board of Directors within 7 business days (by mail, email or calling the Management company) if

they disagree with the findings and would like a hearing before the Board so they may offer defense of the alleged violation. The appearance before the Board shall be at a scheduled date, time, and place.

3. Failure to respond to the notice of violation or appear at the hearing constitutes a default.
4. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall by majority vote for a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

SCHEDULE OF FINES

Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above; the following fines shall be levied:

1. First violation: Warning letter to Co-owner regarding violation and specific rule/regulation/bylaw being violated. Co-owner is given 7 days to correct. If not corrected within 7 days, a fine of $25.00 will be assessed.
2. Second violation of same offense: Letter to the Co-owner regarding the violation and fine of an additional $50.00 will be assessed. Co-owner is given 7 days to correct. If not corrected within 7 days, additional fines may be levied.
3. Third violation of same offense: Letter to Co-owner regarding violation and fine of an additional $100.00 will be assessed. Co-owner is given 7 days to correct. If not corrected within 7 days, additional fines may be levied.

Co-owners should note that once a first violation is issued, it will stay on record for an indefinite period. If at any time the co-owner has a second violation of the same offense, the second violation of the same offense letter and fine will be issued.

Lack of correction of a violation may necessitate legal action to insure conformity to these rules and regulations. In addition to being liable for the accumulated fine, the Co-owner will be liable for all legal fees incurred by the Association.

COMMON BYLAW VIOLATIONS:

These are the most common bylaw violations recorded at Cannon Place North:

- Dog waste not picked up immediately
- Dogs not leashed
- Dog tie outs not attended to at all times
- Parking along the main drive
- Garbage cans being left out longer than 24 hours

Grandmark Property Management
C/O: Cannon Place North Board of Directors

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I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.
Date 3/2/ 2004
Kent County Treasurer, Grand Rapids, Michigan

THE CURRENT ... NOT AVAILABLE FOR ... SECT 135 P.A. 1893

MASTER DEED

CANNON PLACE NORTH

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

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 649

(1) Master Deed for Cannon Place North, a Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium Bylaws of Cannon Place North.

(3) Exhibit "B" to Master Deed: Kent County Condominium Subdivision Plan No. 649.

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

(5) Exhibit "D" to Master Deed: Mortgagee's Consent to Submission of Property to Condominium Ownership.

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

This Master Deed Drafted By:

TODD A. HENDRICKS
RHOADES McKEE
161 Ottawa Avenue, N.W., Suite 600
Grand Rapids, MI 49503

Return to Draftsman After Recording.

PPN 41-11-09-326-016 '95

VERIFIED BY PD&M AB

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MASTER DEED

CANNON PLACE NORTH

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

This Master Deed is made and executed on this 4th day of January, 2004, by CANNON PLACE NORTH ASSOCIATES, L.L.C., a Michigan limited liability company, of 32 Market, Suite 500, Grand Rapids, Michigan 49503 (the "Developer").

WITNESSETH:

WHEREAS, 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 thereon and the appurtenances thereto, as a conversion condominium project under the provisions of the Michigan Condominium Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, 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 Project, 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

As the Developer of Cannon Place North, and as the owner of all of the Units in the Project, Cannon Place North Associates, L.L.C., a Michigan limited liability company, has established this Master Deed to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Cannon Place North. An integral part of the development plan is the creation of the Cannon Place North Condominium Association, a Michigan non-profit corporation, to operate and/or maintain various common elements and common areas and to ultimately administer and enforce this Master Deed and the other Condominium Documents referenced in this Master Deed.

Each Unit in Cannon Place North has been designed, constructed and intended for separate ownership and use for residential purposes, as set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit in the Project is capable of individual utilization by having its own access to the Common Elements of the Project. All Units and improvements shown on the Condominium Subdivision Plan attached hereto as Exhibit B are must-be-built items, the construction of which has been completed by the Developer.

The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit hereof may be modified from time to time, in the Developer's sole discretion, by amendment affected solely by the Developer or its successors without the consent of any Co-owner, mortgagee or other person,

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so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and mortgagee thereof. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to this Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment to amendments necessary to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

Each Co-owner in the Project will have a particular and exclusive property right to the Co-owner's 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

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

Part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the most Easterly corner of Lot 16 of Bella Vista Gardens No. 1; thence Northeasterly 61.9 feet along a 333 foot radius curve to the right, the long chord of which bears N67°07'30"E, 61.81 feet; thence N72°27'E, 576.27 feet; thence N07°33'W, 598.48 feet to the beginning of this description, said point being the SW corner of Lot 64 of East Bella Vista Shores No. 1; thence S07°33'E, 598.48 feet; thence N72°27'E, 48.72 feet; thence S17°33'00"E, 66.00 feet; thence N72°27'E, 23.99 feet; thence S11°21'E, 350.44 feet to point on the South 1/8 line 630.0 feet N89°46'E along the South 1/8 line from the SE corner of Lot 15 of Bella Vista Gardens No. 1; thence N89°46'E along the South 1/8 line to West line of Myers Lake Avenue (100 feet wide); thence Northerly along the West line of said Avenue to the South line of East Bella Vista Shores No. 1; thence West along the South line of said Plat to the beginning. Except the South 100 feet of the North 506 feet of the West 90 feet of the East 590 feet of the SW 1/4, of Section 9, T8N, R10W.
EXCEPT:
Part of the Southwest 1/4 of Section 9, T8N, R10W, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said section: thence N00°16'50"W, 1327.52 feet along the North-South 1/4 line of said section to the South line of the Northeast 1/4 of the Southwest 1/4 of said section; thence S89°46'00"W, 50.0 feet along the South line to the West line of Myers Lake Avenue and the point of beginning; thence S89°46'00"W, 567.99 feet along said South line to a point which is N89°46'00"E, 630.00 feet from the Southeast corner of Lot 15, Bella Vista Gardens Number 1; thence N11°21'00"W, 350.44 feet along the East line of Bella Vista Bay Condominium according to recorded Subdivision Plan No. 185 Replat No. 2 Kent County Records, thence S72°27'00"W, 23.99 feet along the North line of said Bella Vista Bay Condominiums; thence N17°33'00"W, 66.00 feet; thence N72°27'00"E, 38.18 feet; thence Easterly 356.84 feet along a 933.00 foot radius curve to the right, the chord of which bears N83°24'23"E, 354.67; thence Easterly 87.08 feet along a 267.00 foot radius curve to the left, the chord of which bears N85°01'11"E, 86.70 feet; thence Easterly 83.25 feet along a 333.00 foot radius curve to the right, the chord of which bears N82°50'17"E, 83.03 feet; thence N90°00'00"E,

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119.84 feet; thence S00°16'50"E, 467.10 feet along the West line of said Myers Lake Avenue to the point of beginning.

MORE PARTICULARLY DESCRIBED AS:
That part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 9; thence N00°16'50"W 1794.40 feet along the North and South 1/4 line of said Section 9; thence S90°00'00"W 50.00 feet to the West right of way line of Myers Lake Avenue (100' wide) and the Point of Beginning of this description; thence continuing S90°00'00"W, 119.84 feet; thence Westerly 83.25 feet along a 333.00 foot radius curve to the left, the chord of which bears S82°50'17"W, 83.03 feet; thence Westerly 87.09 feet along a 267.00 foot radius curve to the right, the chord of which bears S85°01'11"W, 86.70 feet; thence Westerly 356.84 feet along a 933.00 foot radius curve to the left, the chord of which bears S83°24'23"W, 354.67; thence S72°27'00"W, 86.91 feet; thence N07°33'00"W, 598.48 feet, said point being the SW corner of lot 64 of East Bella Vista Shores No. 1; thence N89°35'10"E, 799.92 feet along the South line of East Bella Vista Shores No. 1 to the West right of way line of said Myers Lake Avenue said point being 50.00 feet West of the North and South 1/4 line of Section 9; thence S00°16'50"E, 514.27 feet to the Point of Beginning. Subject to all easements, restrictions, and right of way of record.
EXCEPT:
That part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 9; thence N00°16'50"W 2309.03 feet along the North and South 1/4 line of said Section 9; thence S89°35'10"W, 500.00 feet along the South line of East Bella Vista Shores No. 1; thence S00°16'50"E 59.96 feet parallel with the North and South 1/4 line of said Section 9 to the Point of Beginning of this description: thence continuing S00°16'50"E 100.00 feet parallel with the North and South 1/4 line of said Section 9; thence S89°35'10"W, 90.00 feet parallel with the South line of East Bella Vista Shores No. 1; thence N00°16'50"W 100.00 feet parallel with the North and South 1/4 line of said Section 9; thence thence N89°35'10"E, 90.00 feet parallel with the South line of East Bella Vista Shores No. 1 to the Point of Beginning. Contains 9.31 acres.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B attached hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of Cannon Place North Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in 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 Consumer and Industry Services, designated to serve in such capacity by the Act.

(c) Association. "Association" means Cannon Place North Condominium Association, a Michigan non-profit 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 shall be exercisable by its Board of

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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.

(d) Bylaws and Exhibit A. "Bylaws" and "Exhibit A" means the Bylaws for the Condominium Association attached to this Master Deed which set forth the rights and obligations of the Co-owners and are required by the Act to be recorded as part of this Master Deed and 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 Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV.

(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.

(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, limited liability company 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 Cannon Place North Associates, L.L.C., a Michigan limited liability company, 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.

(m) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Article IV, Part A, below, which are for the use and enjoyment of all Co-owners.

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

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

(p) 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 and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(q) Project. "Project" or "Condominium" means Cannon Place North, which is a condominium development established in accordance with the provisions of the Act.

(r) 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 number of votes which may be cast by the Developer.

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

A. General Common Elements.

The General Common Elements are:

(1) The real property described in Article II of this Master Deed, excluding those portions within the boundaries of any Unit or designated as Limited Common Elements in Part B below, but including any appurtenances thereto, such as beneficial easements, and any improvements to the real property, such as trees, lawns, yards, shrubs, entrance area improvements, and other plantings, outside street lighting, and signs;

(2) Common access drives, utility rights-of-way and parking spaces, as indicated on the attached Exhibit B;

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

(4) The plumbing and gas line networks throughout the common areas of the Project, including those contained within common walls, floors and ceilings, up to the point of passage through Unit perimeter walls;

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

(6) The water distribution system, sprinkling system, sanitary sewer system, and storm water management system serving the Project;

(7) The structural components (including foundations and structural columns) of all building construction depicted on Exhibit B, the roofs, ceilings, skylights, if any, located in a building, Unit and garage perimeter walls, and any attic space;

(8) Those portions of any garage or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan;

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

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment 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.

B. 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:

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

(2) The deck, patio, three season porch and/or balcony appurtenant to each Unit in the Project;

(3) The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;

(4) Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors, and the automatic garage door opening mechanism;

(5) The driveway leading to the garage or Unit and the sidewalk leading to the porch, which is appurtenant to the Unit or Units which they service;

(6) The portion of the interior wall of each Unit containing furnace and hot water heater flues and plumbing and other lines and equipment, and the portion of the perimeter walls which contain fire place flues, which areas are restricted in use to the Co-owner of the Unit which benefits there from;

(7) The mailbox serving each Unit: and

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(8) The interior surfaces of Unit and Limited Common Element perimeter walls, the interior surfaces of the ceilings and floors contained within a Condominium Unit or the appurtenant Limited Common Elements, and exterior doors, windows, sliders and/or screens.

In the event no specific assignments of the common elements described herein have been made in the Condominium Subdivision Plan, the Developer reserves the right, in its discretion, to designate each such space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units and all other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments, and hereby irrevocably appoint the Developer or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

C. Maintenance.

Responsibility for the maintenance, cleaning, decoration, repair and replacement of the Common Elements and for the payment of utility bills is allocated as follows:

(1) The costs of maintenance, cleaning, decorating, repairing and replacement of all improvements within a Unit will be borne by the Co-owner of the Unit. All exterior glass cleaning and replacement shall be the responsibility of the Unit Co-owner.

(2) The costs of maintenance, cleaning, decorating, repairing and replacement of all General Common Elements shall be borne by the Association, except to the extent of maintenance, repair, or replacement due to the act or neglect of a Co-owner or his or her agent, family member, invited or uninvited guest or invitee, or animals kept by any of them, for which such Co-owner shall reimburse the Association upon demand. Any such unpaid charges may be assessed against the Co-owner and collected by the Association in accordance with the Bylaws attached hereto as Exhibit A.

(3) The costs of maintenance, cleaning, decorating, repairing and replacement of all Limited Common Elements, for which responsibility is not otherwise herein specifically assigned, shall be borne by the Co-owner(s) of the Unit to which such Limited Common Elements appertain, except that the structural repair and replacement of the driveways and sidewalks identified in B5 above, shall be the responsibility of the Association.

(4) Each Co-owner shall be responsible for payment of the utilities attributable to his or her Unit.

(5) A Co-owner may make improvements or modifications to the Co-owner's Unit, at his or her expense, if the purpose or modification is to facilitate access or movement within the unit for persons with disabilities who reside in or regularly visit the unit, in accordance with the provisions of Section 47a of the Act. No such improvement shall be made until the plans and specifications therefor have first been approved by the Association.

D. Assignment and Reassignments of Limited Common Elements.

A Limited Common Element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or 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 recording thereof.

E. 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 or her Unit or the Common Elements appurtenant thereto. Co-Owners shall not tamper with, cut off, and otherwise disturb utility facilities located within Common Elements without the prior written approval of the Association. The decoration and maintenance of all Common Elements is subject to the provisions of the Bylaws and to such written standards as may be established in accordance with the Condominium Documents.

ARTICLE V
DESCRIPTION AND PERCENTAGE OF VALUE

A. 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 prepared by Fleis & Vandenbrink Engineering, Inc. Each Unit shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, excluding any Common Elements contained therein, all as depicted on the floor plans and sections shown on Sheets 5, 6 and 7 of the attached Exhibit B. In the event that the dimensions on the measured foundation plan of any Unit differs from the dimensions on the typical foundation plan for such Unit shown on Exhibit B, then the typical floor plan for such Unit or Units shall be deemed to be automatically revised for such specific Unit in the same matter and to the same extent as the measured as-built foundation plan.

B. Percentage of Value.

The percentage of value assigned to each unit will be equal. The determination that percentages of value should be equal is made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs 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 Percent (100%).

ARTICLE VI
EASEMENTS

A. General Easements. Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon

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another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for emergency maintenance and repair of Common Elements, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws. The Developer, the Association and all public and private utilities providing service to the Project shall have perpetual, non-exclusive easements on, over, through, across and under the Project as may be necessary or appropriate for (a) carrying out their duties under the Condominium Documents, (b) for inspecting a Unit and Common Elements to confirm their compliance with the Condominium Documents, (c) for enforcing the terms and conditions of the Condominium Documents, and (d) as may be reasonable for the installation, inspection, maintenance, repair and replacement of all utilities in the Project. Any costs incurred in opening and repairing any wall, floor, or ceiling to undertake such installation, repair, replacement or maintenance shall be an expense of administration of the Association assessed against all Co-owners in accordance with the Bylaws.

B. Easements Reserved by Developer. In addition to all other rights reserved to it hereunder, the Developer, during the period in which the Developer offers any Unit for sale, reserves non-exclusive easements rights for the benefit of itself, its successors and assigns:

(1) for the unrestricted use of all roads, driveways or walkways now or hereafter located in the Project for the purpose of (a) ingress to and egress from all or any portion of the Project, (b) installation, maintenance, repair and replacement of utilities over, under and across all roads, driveways and walkways, (c) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on Exhibit B, or (d) for any other lawful purpose.

(2) to lay pipes and cables and do all things reasonably necessary to utilize, tap, tie into, construct, extend and/or enlarge, all utility services or systems, now or hereafter located within the Project.

(3) to maintain a sales office(s), a model dwelling(s), a business office, and to engage in any act(s) reasonably necessary to facilitate the sale of Units in the Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

(4) to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility 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 shall be effected by the recordation of an appropriate amendment to this Master Deed.

C. Lake Bella Vista Improvement Association. Sheet 2 of the Condominium Subdivision Plan attached hereto as Exhibit B, being the Project's survey plan, depicts that portion of the Project which is encumbered by an "Isolation Area Easement and Deed Restrictions" document which benefits the Lake Bella Vista Improvement Association, a Michigan non-profit corporation. The Isolation Area Easement and

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Deed Restrictions was recorded in Liber 2612, Page 100-103, in the Office of the Kent County Register of Deeds.

D. License Agreement. On or about September 8, 2000, Bella Vista Cove Condominiums Association ("Cove Condominiums") and the Developer entered into a certain License Agreement (the "License Agreement") whereby Cove Condominiums granted the Developer the right to discharge storm water from storm water facilities located on the Project through the stream located at the north end of the property which has been developed as Bella Vista Cove Condominiums. The Developer will assign its rights and obligations under the License Agreement to the Association. The License Agreement, which is revocable by Cove Condominiums, is fully incorporated herein by reference.

ARTICLE VII
AMENDMENT

A. 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:

(1) 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) 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.

(2) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it 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 first mortgagees. A Co-owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A first mortgagee will have one (1) 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 non-Developer Co-owners, by consent established by the vote of the Co-owner by any voting method described in the Bylaws. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change. For purposes of this section, the affirmative vote of 2/3 of co-owners is considered 2/3 of all co-owners entitled to vote as of the record date for such votes. To the extent the Act or the Condominium Documents require a vote of mortgagees of units on amendment of the Condominium Documents, the procedures described in section 90a of the Act shall govern, as follows.

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(a) To the extent the Act or the Condominium Documents require a vote of mortgagees of units on amendment of the Condominium Documents, the procedure described in this section applies.

(b) The date on which the proposed amendment is approved by the requisite majority of co-owners is considered the "control date."

(c) Only those mortgagees who hold a duly recorded first mortgage or a duly recorded assignment of a first mortgage against one (1) or more condominium units in the Project on the control date is entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular condominium unit.

(d) The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

(i) A copy of the amendment or amendments as passed by the co-owners.

(ii) A statement of the date that the amendment was approved by the requisite majority of co-owners.

(iii) An envelope addressed to the entity authorized by the board of directors for tabulating mortgagee votes.

(iv) A statement containing language in substantially the form described in subsection (e).

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

(vi) A statement of the number of units subject to the mortgage or mortgages of the mortgagee.

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

(e) The notice provided by subsection (d) shall contain a statement in substantially the following form:

> "A review of the association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more units in Cannon Place North. The co-owners of the condominium adopted the attached amendment to the condominium documents on *(control date)*. Pursuant to the terms of the condominium documents and/or the Michigan Condemnation Act, you are entitled to vote on the amendment. You have one (1) vote for each unit that is subject to your mortgage or mortgages.

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The amendment will be considered approved by first mortgagees if it is approved by 66-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than ninety (90) days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(f) The association of co-owners shall mail the notice required by subsection (d) to the first mortgagee at the address provided in the mortgage or assignment for notices.

(g) The amendment is considered to be approved by the first mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are considered to be received, in accordance with section 90(2), by the entity authorized by the board of directors to tabulate mortgagee votes.

(h) The association of co-owners shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

(i) Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(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 condominium unit, its appurtenant limited common elements, or the general common elements from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

(iv) Elimination of a requirement for the association of co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the association of co-owners to the condominium unit subject to the mortgagee's mortgage.

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

(vi) The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

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

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(3) 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.

(4) 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.

(5) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

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

(7) 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.

(8) Recording. All amendments will be effective upon recording in the office of the Kent County Register of Deeds.

(9) 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.

(10) Reservation. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes: (a) to amend the Bylaws, subject to any restrictions on amendments stated therein, (b) to correct inconsistencies, errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or errors in the locations of improvements, (c) to eliminate reference to any right or reservation which Developer has reserved to itself herein, and (d) to provide for minor architectural variances and modifications to a Unit or Units.

ARTICLE VIII
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 the 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 Kent County Register of Deeds.

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ARTICLE IX
CONVERTIBLE AREA

The Project contains area surrounding each unit that constitutes "convertible area." The space located between the ceiling and the roof of a Unit, may constitute "convertible area." No additional units may be created within such convertible areas, but any existing units to which the convertible area is adjacent may be expanded into the convertible area at the sole option of the Developer. Any convertible area may be converted, in the Developer's sole discretion, into portions of a residential Unit, General Common Elements or Limited Common Elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefore may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person.

ARTICLE X
LIMITATION OF LIABILITY

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

ARTICLE XI
CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

The Developer has duly executed this Master Deed on the day and year which appear on Page Two.

CANNON PLACE NORTH ASSOCIATES, L.L.C.,
a Michigan limited liability company

By: ______________________
Kurt D. Hassberger, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

This instrument was acknowledged before me the 4th day of January, 2004, by Kurt D. Hassberger, a Member of Cannon Place North Associates, L.L.C., a Michigan limited liability company, on behalf of the Company.

____
Sally A. Garvin
Notary Public, Newaygo County, Michigan
(Acting in Kent County)
My Commission Expires: January 14, 2007

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CANNON PLACE NORTH

EXHIBIT A

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

A. Association of Co-owners. Cannon Place North, a Residential Conversion Condominium Project located in the Township of Cannon, Kent County, Michigan, will be administered by an Association of Co-owners which has been established as 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 General 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:

A. Assessments for General Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements, 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 General 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.

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

(1) 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 must be funded by regular monthly payments as

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set forth in Article II below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this paragraph 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 that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars ($5,000.00) 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 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.

(2) Special Assessments. Special assessments, in addition to those required in subsection (1) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements exceeding Five Thousand Dollars ($5,000.00) annually for the entire Condominium Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in this Article II, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (2) (but not including those assessments referred to in subsection (1) above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) 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.

C. 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 THE ABOVE WILL BE PAYABLE BY CO-OWNERS IN TWELVE (12) EQUAL MONTHLY INSTALLMENTS, 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.

The Project is served by water utilities that provide water sprinkling for the common element lawns. Expenses associated with such irrigation service shall be deemed an expense of administration. Water and sanitary sewer charges are also expenses of administration, and are estimated in the Association's annual budget identified in Paragraph B(1) above.

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Each installment in default for ten (10) or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article XVII 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. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments 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 on such installments; and third, to installments in default in order of their due dates.

D. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself 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.

E. Enforcement.

(1) Remedies/Liens. 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. Sums assessed to a Co-owner by the Association that are unpaid together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the condominium documents, constitute a lien upon the unit or units in the Project owned by the Co-owner at the time of the assessment before other liens except tax liens on the units in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth herein, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association will have the right to declare 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 services to a Co-owner in default upon seven (7) days, written notice to such Co-owner of its intention to do so. A Co-owner in default 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 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. 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.

(2) 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. 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, except that the Association is entitled to reasonable 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 was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(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 (10) 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 installments of the annual 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 (10) 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 Kent 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 (10) 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 that he may request a judicial hearing by bringing suit against the Association.

(4) 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.

(5) Liabilities Prior to Expiration of Redemption Period. The Co-owner of a condominium unit subject to foreclosure pursuant to this section, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the condominium unit, is liable for assessments by the Association of Co-owners chargeable to the condominium unit that become due before expiration of the period of redemption together with interest, advances made by the Association of Co-owners for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

(6) Mortgagee Notice to Association of Foreclosure. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of Co-owners 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 of Co-owners by certified mail, return receipt requested, addressed to the resident agent of the Association of Co-owners 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

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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 condominium unit shall give notice to the Association of Co-owners 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, if any; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage upon the Association of Co-owners by certified mail return receipt requested addressed to the resident agent of the Association of Co-owners 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.

F. 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 or 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.

G. Developer's Responsibility for Assessments. The Developer of the Condominium will be responsible for payment of the monthly Association assessments with respect to Units which it owns, provided, however, under no circumstances will the Developer be responsible for payment of any assessments (or portion of any assessment) for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, nor to finance litigation or other claims against the Developer, any costs of investigating and preparing such litigation or claim or any similar or related costs.

H. Property Taxes and Special Assessments. All special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property of the Condominium in any such year shall be expenses of administration and shall be assessed against the Units in proportion to the percentage of value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

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

I. 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

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or possessed in common by the Co-owners, and personal property taxes based thereon will be treated as expenses of administration.

J. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, being MCL 570.1101 to 570.1305, will be subject to Section 132 of the Act.

K. 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, and interest, late charges, fines, costs, and attorney fees relating thereto. 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, interest, late charges, fines, costs, and attorney fees as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit 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, as provided herein.

ARTICLE III
ARBITRATION

A. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association shall be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

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

(1) Pursuant to the Condominium Act, at the exclusive option of a Purchaser, Co-owner or person occupying a Unit in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than $2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(2) Pursuant to the Condominium Act, at the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is $10,000.00 or less.

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C. Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

A. Extent of Coverage. The Association, or any Insurance Trustee designated by the Association, shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or appropriate, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance with coverage of $1,000,000 or more for bodily injury, pertinent to the ownership, use and maintenance of the common elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, their mortgagees and the Developer, as their interests may appear.

(1) Each Co-owner shall be responsible for obtaining insurance coverage at his or her own expense for the interior of the Co-owner's Unit, including wall coverings, floor coverings and screens, and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Condominium, for personal liability for occurrences within his or her Unit or upon limited common elements appurtenant to his or her Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(2) All common elements of the Project, building service equipment and supplies, and other common personal property belonging to the Association shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all appliances, fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items and/or which have been financed with mortgage proceeds in accordance with plans and specifications thereof on file with the Association (or such standard items). Other improvements made by a Co-owner within his or her Unit shall be covered by insurance obtained by and at the expense of said Co-owners; provided that, if the Association elects to include other owner improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner as provided herein.

(3) The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

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

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

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

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

(4) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of all documents; and the performance of all other acts necessary to accomplish such purpose. All insurance proceeds shall be held in trust for the Co-owners and mortgagees of Units as their interests may appear.

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

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

(7) Notwithstanding any of the foregoing provisions and requirements relating to property and/or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

ARTICLE V
RECONSTRUCTION OR REPAIR

A. Reconstruction or Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster in accordance with the Master Deed and the original plans and specifications, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(1) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to

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reconstruct the same, provision for reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such propose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to all parties present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(2) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall be reduced accordingly, upon the basis of diminution in market value of such Unit, as determined by the Board.

Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all Unit Owners in proportion to their relative percentage of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(3) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(4) Prompt written notice of any and all material damage or destruction to a Unit or any part of the common elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

B. Eminent Domain. Section 133 of the Act will control upon any taking by eminent domain.

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C. 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) 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).

D. 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 VI
RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions:

A. Lake Bella Vista Improvement Association. Each Unit Co-owner in the Condominium is a member of the Lake Bella Vista Improvement Association. The Lake Bella Vista Improvement Association is a non-profit corporation established for purposes of maintaining and preserving various aspects of all of the lands and waters within the boundaries of Lake Bella Vista. The Condominium shall be subject to the Lake Bella Vista Improvement Association's Bylaws, Declaration of Covenants, Conditions and Restrictions, and Rules and Regulations adopted by such association.

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

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

D. Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

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(1) No portion of a Unit or common element may be rented and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of an entire Unit for residential purposes or of a limited common element appurtenant to such Unit in the manner set forth in this Article VI.

(2) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his or her Unit or limited common elements without the prior written approval of the Association, unless otherwise specifically permitted under the Act. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his or her Unit without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the common elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

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

(4) No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Board. No Co-owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

(5) No signs, flags, banners or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including "for sale" signs, without written permission from the Developer or the Association.

(6) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of his or her Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his or her Unit, or install any CB, short wave or other radio, satellite dish or similar device, or television antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Developer during the Development Period, and thereafter the Association. All exterior drapes and window coverings shall be white or neutral in color, as viewed from the exterior of the Unit. The foregoing restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony which is a limited common element appurtenant to his or her Unit, provided, that no such furniture or other personal property shall be stored off season on any open deck, patio or porch which is visible form another Unit or from the Common Elements of the Project during the winter season.

(7) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles or devices anywhere on or about the condominium premises.

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(8) No animal, including household pets, shall be kept without the prior written consent of the Association. The Association has adopted the following guidelines regarding pets:

(a) Not more than two (2) household pets are permitted per condominium unit.

(b) Outside the condominium unit, pets must be attended at all times by a responsible person and may not roam free.

(c) Pet owners must collect and dispose of pet feces.

(d) Any damage to general or limited common elements by pets will be the responsibility of the pet owner to repair. The Association reserves the right to repair such damages and assess the Co-owner for all costs involved.

(e) Pets permitted by the Association shall be kept under care and restraint by the Co-owner. Issues of noise, odor, unsanitary conditions, or obnoxious behavior may result in the expulsion of the pet from the property. No savage or dangerous animals are allowed.

(f) The Association has the exclusive and absolute authority as it relates to pets on the property. Appeal from a decision of the Association shall result in the immediate expulsion of the pet from the property during the appeal period.

(9) No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, motor homes, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on the Condominium property for more than 24 hours without the written approval of the Association, and no snowmobile or other motorized recreational vehicle shall be operated on the Condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(10) No more than one (1) automobile or other vehicle customarily used for transportation purposes shall be kept outside a closed garage on the Condominium property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about the Condominium except for the making of deliveries or pick-ups in the normal course of business.

(11) The common elements shall not be used for the storage of supplies, vehicles, or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drive without the prior consent of the Association. No yard ornaments or structures may be placed in the common areas. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his or her Unit or upon the Common Elements which despoil the appearance of the Condominium.

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E. Leasing and Rental.

(1) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) 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 lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least **six (6) months** unless specifically approved in writing by the Association. 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. After the Transitional Control Date, the Association may amend the Condominium Documents as to the rental of units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or units as long as they are owned or leased by the Developer.

(2) Leasing Procedures. Except for leases by the Developer pertaining to Units owned by the Developer, the leasing of Units in the Project will conform to the following provisions:

(a) A Co-owner 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 to a potential lessees or occupants 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. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the co-owner or Developer shall supply the Association with the names and addresses of the lessee or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the terms of the proposed arrangement.

(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

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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 Association, then the Association may do the following: (a) 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, (b) Initiate proceedings pursuant to subsection (c) above.

F 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.

G. Right of Access to Association. The Association or its duly authorized agents will have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto 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 and any improvements thereon and Limited Common Elements appurtenant thereto 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 thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances and will not be liable to such Co-owner for any necessary damage appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

H. Reserved Rights of Developer.

(1) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI 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 utilize the temporary sales office/future community building as a sale or business office and to use a reasonable number of parking spaces incident thereto. The Developer shall have access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of the sale of Units.

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(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, 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.

ARTICLE VII
MORTGAGES

A. 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.

B. 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.

C. 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.

ARTICLE VIII
VOTING

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

B. Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in this Article VIII and Article IX 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 Article IX. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in this Article VIII 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 which the Developer owns.

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C. 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.

D. Quorum. The presence in person or by proxy of fifty-one percent (51%) 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.

E. 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.

F. Majority. A majority, except where otherwise provided herein, will consist of more than fifty-one percent (51%) 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 IX
MEETINGS

A. 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.

B. First Annual Meeting. The First Annual Meeting may be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project. 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 (10) days, written notice thereof will be given to each Co-owner.

C. Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. 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.

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D. 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 two-thirds (2/3) 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.

E. 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 (10) days but not more than thirty (30) 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 this Article IX 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.

F. 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 forty-eight (48) hours from the time the original meeting was called.

G. 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) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Article, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

H. 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 this Article 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.

I. 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.

J. 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

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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 X
ADVISORY COMMITTEE

Within one (1) 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 in the Project, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer 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 non-developer 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 non-developer 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 non-developer 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 thereto by the Co-owners.

ARTICLE XI
BOARD OF DIRECTORS

A. Number and Qualification of Directors. The Board of Directors will be comprised of at least three (3), but not more than five (5), members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors will serve without compensation.

B. Election of Directors.

(1) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided for below.

(2) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units in the Project, at least 1 director, and not less than 25% of the board of directors of the Association shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the non-developer 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 is removed pursuant to Article XI, Paragraph G or he or she resigns or becomes incapacitated.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the units in the Project, not less than 33-1/3% of the board of directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-

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developer Co-owners of 75% of the Units in the Project, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of all Units 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 Meeting has already occurred.

(b) 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 non-developer Co-owner of a Unit in the Project, the non-developer 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 (a). Application of this subsection does not require a change in the size of the Board of Directors.

(c) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (2) results in a right of non-developer 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 non-developer 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 1 member as provided in subsection (a).

(d) Each Director shall serve for one (1) year or until his/her successor is elected.

(e) 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 provisions of Article IX.

C. 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.

D. 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:

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

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

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

(4) To rebuild improvements after casualty.

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

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

(7) To borrow money and issue evidences of indebtedness in furtherance of any 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.

(8) To make rules and regulations in accordance with these Bylaws.

(9) 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.

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

(11) To do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

E. 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 Article XI, 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 one (1) year or which is not terminable by the Association upon thirty (30) days, written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

F. 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

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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 non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 112(b).

G. 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 fifty-one percent (51%). 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 non-developer 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.

H. First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) 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.

I. 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 (10) days prior to the date named for such meeting.

J. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days, notice to each Director, given personally, by mail, telephone or telegraph, which notice 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.

K. 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 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.

L. 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.

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M. 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.

N. 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 XII
OFFICERS

A. 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.

(1) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He 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 may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(2) 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. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(3) 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 will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(4) 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 will be responsible for the deposit of all moneys 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.

B. 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.

C. 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.

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D. 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 XIII
FINANCE

A. Records/Assessment of Tangible Personal Property. The Developer, or the project manager which has been appointed by the Developer, if any, will administer the affairs of the project and will 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 of the project, until such time as the Board of Directors of the Association is transferred to non-developer co-owners. After the Association is controlled by non-developer Board of Directors, the Treasurer of the Association shall have such responsibility, unless the Board has engaged the services of a project manager for such purposes. 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 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. The person designated to administer the affairs of the project shall be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based on that tangible personal property shall be treated as expenses of administration.

B. 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.

C. 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 XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willfil 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

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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 (10) 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 XV
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 XVI
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 XVII
REMEDIES FOR DEFAULT

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

A. 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.

B. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the 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.

C. Removal and Abatement. The violation of any of the provisions of the Condominium Documents will also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit 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.

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D. 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 Article IX of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

E. 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.

F. 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.

G. 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. In such a proceeding, the Association shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. In no event will any co-owner be entitled to recover such attorney fees. 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 XVIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers 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. 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 created and

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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 XIX
MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 32 Market, Suite 500, Grand Rapids, Michigan 49503, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

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

D. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed.

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

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

(2) these Bylaws;

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

(4) the Rules and Regulations of the Association.

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Kent County MI Register SEAL

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 649
EXHIBIT "B" TO THE MASTER DEED OF:

CANNON PLACE NORTH

CANNON TOWNSHIP, KENT COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS-
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON PAGE 2.

LEGAL DESCRIPTION
Part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the most Easterly corner of Lot 16 of Bella Vista Gardens No. 1; thence Northeasterly 61.9 feet along a 333 foot radius curve to the right, the long chord of which bears N67°07'30"E, 61.81 feet; thence N72°27'E, 576.27 feet; thence N07°33'W, 598.48 feet to the beginning of this description, said point being the SW corner of Lot 64 of East Bella Vista Shores No.1; thence S07°33'E, 598.48 feet; thence N72°27'E, 48.72 feet; thence S17°33'00"E, 66.00 feet; thence N72°27'E, 23.99 feet; thence S11°21'E, 350.44 feet to point on the South 1/8 line 630.0 feet N89°46'E along the South 1/8 line from the SE corner of Lot 15 of Bella Vista Gardens No.1; thence N89°46'E along the South 1/8 line to West line of Myers Lake Avenue (100 feet wide); thence Northerly along the West line of said Avenue to the South line of East Bella Vista Shores No.1; thence West along the South line of said Plat to the beginning. Except the South 100 feet of the North 506 feet of the West 90 feet of the East 590 feet of the SW 1/4, of Section 9, T8N, R10W.
EXCEPT:
Part of the Southwest 1/4 of Section 9, T8N, R10W, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said section: thence N00°16'50"W, 1327.52 feet along the North-South 1/4 line of said section to the South line of the Northeast 1/4 of the Southwest 1/4 of said section; thence S89°46'00"W, 50.0 feet along the South line to the West line of Myers Lake Avenue and the point of beginning; thence S89°46'00"W, 567.99 feet along said South line to a point which is N89°46'00"E, 630.00 feet from the Southeast corner of Lot 15, Bella Vista Gardens Number 1; thence N11°21'00"W, 350.44 feet along the East line of Bella Vista Bay Condominium according to recorded Subdivision Plan No.185 Replat No.2 Kent County Records, thence S72°27'00"W, 23.99 feet along the North line of said Bella Vista Bay Condominiums; thence N17°33'00"W, 66.00 feet; thence N72°27'00"E, 38.18 feet; thence Easterly 356.84 feet along a 933.00 foot radius curve to the right, the chord of which bears N83°24'23"E, 354.67; thence Easterly 87.08 feet along a 267.00 foot radius curve to the left, the chord of which bears N85°01'11"E, 86.70 feet; thence Easterly 83.25 feet along a 333.00 foot radius curve to the right, the chord of which bears N82°50'17"E, 83.03 feet; thence N90°00'00"E, 119.84 feet; thence S00°16'50"E, 467.10 feet along the West line of said Myers Lake Avenue to the point of beginning.

MORE PARTICULARLY DESCRIBED AS:
That part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 9; thence N00°16'50"W 1794.40 feet along the North and South 1/4 line of said Section 9; thence S90°00'00"W 50.00 feet to the West right of way line of Myers Lake Avenue(100' wide) and the Point of Beginning of this description; thence continuing S90°00'00"W, 119.84 feet; thence Westerly 83.25 feet along a 333.00 foot radius curve to the left, the chord of which bears S82°50'17"W, 83.03 feet; thence Westerly 87.09 feet along a 267.00 foot radius curve to the right, the chord of which bears S85°01'11"W, 86.70 feet; thence Westerly 356.84 feet along a 933.00 foot radius curve to the left, the chord of which bears S83°24'23"W, 354.67; thence S72°27'00"W, 86.91 feet; thence N07°33'00"W, 598.48 feet, said point being the SW corner of lot 64 of East Bella Vista Shores No.1; thence N89°35'10"E, 799.92 feet along the South line of East Bella Vista Shores No. 1 to the West right of way line of said Myers Lake Avenue said point being 50.00 feet West of the North and South 1/4 line of Section 9; thence S00°16'50"E, 514.27 feet to the Point of Beginning. Subject to all easements, restrictions, and right of way of record.
EXCEPT:
That part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 9; thence N00°16'50"W 2309.03 feet along the North and South 1/4 line of said Section 9; thence S89°35'10"W, 500.00 feet along the South line of East Bella Vista Shores No.1; thence S00°16'50"E 59.96 feet parallel with the North and South 1/4 line of said Section 9 to the Point of Beginning of this description: thence continuing S00°16'50"E 100.00 feet parallel with the North and South 1/4 line of said Section 9; thence S89°35'10"W, 90.00 feet parallel with the South line of East Bella Vista Shores No.1; thence N00°16'50"W 100.00 feet parallel with the North and South 1/4 line of said Section 9; thence thence N89°35'10"E, 90.00 feet parallel with South line of East Bella Vista Shores 1 to the Point of Beginning.
itains 9.31 arces.

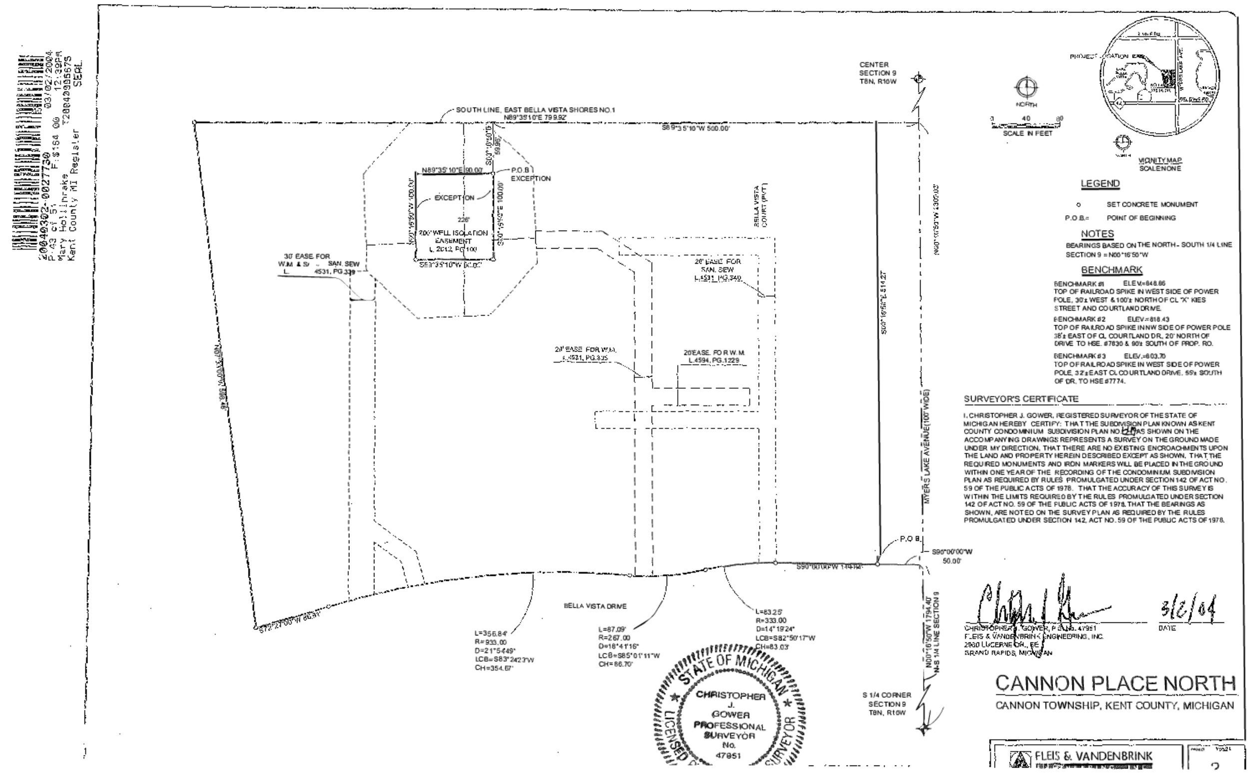
DEVELOPER / OWNER:
CANNON PLACE NORTH ASSOCIATES, L.L.C.
32 MARKET AVENUE SW
GRAND RAPIDS, MICHIGAN 49503

SURVEYOR / ENGINEER:
FLEIS & VANDENBRINK ENGINEERING, INC.
2960 LUCERNE DRIVE, S.E.
GRAND RAPIDS, MICHIGAN 49546

CHRISTOPHER J. GOWER
PROFESSIONAL SURVEYOR NO. 47951

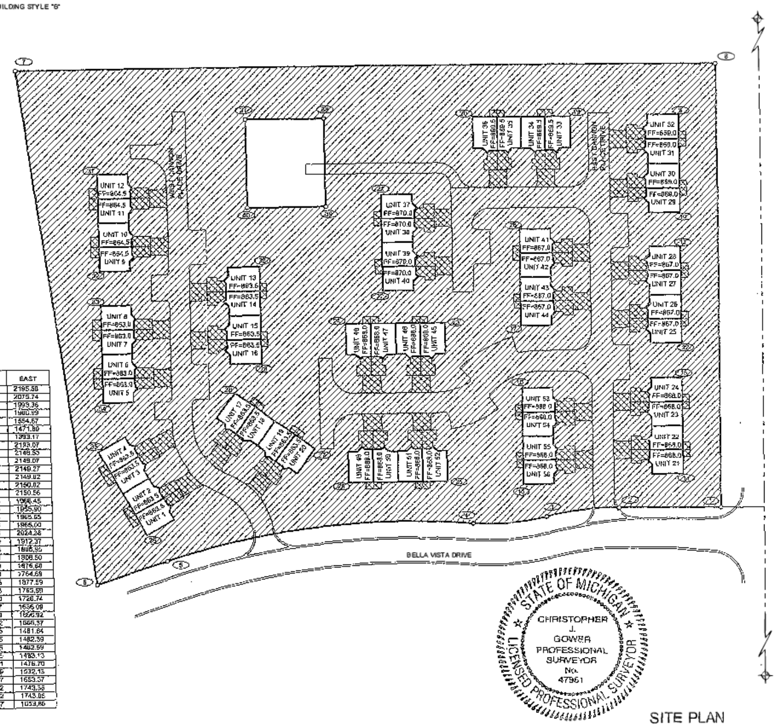
STATE OF MICHIGAN
CHRISTOPHER J. GOWER PROFESSIONAL SURVEYOR No. 47951
LICENSED PROFESSIONAL SURVEYOR

FLEIS & VANDENBRINK
ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, MI 49546
Phone: (616) 977-1000 Fax: (616) 977-1005

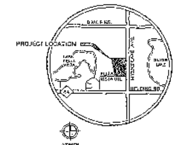


SOUTH LINE, EAST BELLA VISTA SHORES NO.1
N89°35'10"E 799.92'
S89°35'10"W 500.00'
CENTER
SECTION 9
T8N, R10W
N89°35'10"E 90.00'
P.O.B.
EXCEPTION
EXCEPTION
200' WELL ISOLATION
EASEMENT
L. 2012, PG.100
30' EASE. FOR
W.M. & SAN. SEW
4531, PG.339
20' EASE. FOR
SAN. SEW
L.4531, PG.340
20' EASE. FOR W.M.
L.4531, PG.335
20'EASE. FOR W.M.
L.4594, PG.1229
BELLA VISTA
COURT (PVT)
MYERS LAKE AVENUE (100' WIDE)
P.O.B.
S90°00'00"W
50.00'
BELLA VISTA DRIVE
L=356.84'
R=933.00
D=21°54'49"
LCB=S83°24'23"W
CH=354.67'
L=87.09'
R=267.00
D=18°41'16"
LCB=S85°01'11"W
CH=86.70'
L=83.25'
R=333.00
D=14°19'24"
LCB=S82°50'17"W
CH=83.03'
N00°16'50"W 1794.40'
N-S 1/4 LINE SECTION 9
S 1/4 CORNER
SECTION 9
T8N, R10W
STATE OF MICHIGAN
CHRISTOPHER
J.
GOWER
PROFESSIONAL
SURVEYOR
No.
47951
LICENSED
SURVEYOR
NORTH
SCALE IN FEET
VICINITY MAP
SCALE NONE
LEGEND
SET CONCRETE MONUMENT
P.O.B.= POINT OF BEGINNING
NOTES
BEARINGS BASED ON THE NORTH - SOUTH 1/4 LINE
SECTION 9 = N00°16'50"W
BENCHMARK
BENCHMARK #1 ELEV.=848.86
TOP OF RAILROAD SPIKE IN WEST SIDE OF POWER POLE, 30'± WEST & 100'± NORTH OF CL "X" KIES STREET AND COURTLAND DRIVE.
BENCHMARK #2 ELEV.=818.43
TOP OF RAILROAD SPIKE IN NW SIDE OF POWER POLE 38'± EAST OF CL COURTLAND DR., 20' NORTH OF DRIVE TO HSE. #7830 & 90'± SOUTH OF PROP. RD.
BENCHMARK #3 ELEV.=803.70
TOP OF RAILROAD SPIKE IN WEST SIDE OF POWER POLE, 32'± EAST CL COURTLAND DRIVE, 55'± SOUTH OF DR. TO HSE #7774.
SURVEYOR'S CERTIFICATE
I, CHRISTOPHER J. GOWER, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 4 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LAND AND PROPERTY HEREIN DESCRIBED EXCEPT AS SHOWN, THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING 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, ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
3/2/04
CHRISTOPHER J. GOWER, P.S. No. 47951
FLEIS & VANDENBRINK ENGINEERING, INC.
2960 LUCERNE DR., SE
GRAND RAPIDS, MICHIGAN
DATE
CANNON PLACE NORTH
CANNON TOWNSHIP, KENT COUNTY, MICHIGAN
FLEIS & VANDENBRINK

NOTES:
ALL THE IMPROVEMENTS SHOWN HEREON ARE "AS-BUILT"
UNITS 12-56 ARE BUILDING STYLE "A"
UNITS 1-12 ARE BUILDING STYLE "B"



POINT #	NORTH	EAST
1	1471.97	2195.50
2	1471.97	2075.74
3	1461.62	1993.36
4	1454.09	1900.99
5	1413.37	1554.67
6	1387.16	1471.80
7	1930.45	1393.17
8	1962.25	2193.07
9	1926.95	2148.55
10	1814.95	2149.07
11	1774.95	2149.27
12	1662.95	2149.82
13	1622.95	2150.02
14	1510.95	2150.56
15	1499.38	1966.45
16	1611.35	1955.90
17	1683.46	1965.65
18	1795.46	1966.00
19	1924.75	2024.26
20	1924.20	1912.37
21	1836.63	1806.55
22	1724.64	1808.50
23	1886.98	1876.60
24	1606.43	1764.69
25	1502.96	1877.59
26	1502.43	1765.59
27	1547.30	1726.74
28	1606.07	1656.09
29	1641.03	1606.92
30	1753.62	1666.37
31	1852.05	1481.64
32	1750.05	1482.39
33	1710.05	1482.59
34	1599.05	1483.13
35	1540.51	1476.70
36	1443.19	1532.15
37	1922.67	1653.57
38	1923.02	1743.56
39	1823.02	1743.05
40	1822.37	1653.86



NORTH

0 40 80
SCALE IN FEET

LEGEND

SET CONCRETE MONUMENT
COORDINATE POINT NUMBER
GENERAL COMMON ELEMENT AREA
LIMITED COMMON ELEMENT AREA
LIMITS OF OWNERSHIP

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER J. GOWER, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO.___ AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LAND AND PROPERTY HEREIN DESCRIBED EXCEPT AS SHOWN. THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING 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, ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Christopher J. Gower 3/2/04

CHRISTOPHER J. GOWER, P.S. No. 47961 DATE
FLEIS & VANDENBRINK ENGINEERING, INC.
2960 LUCERNE DR., SE
GRAND RAPIDS, MICHIGAN

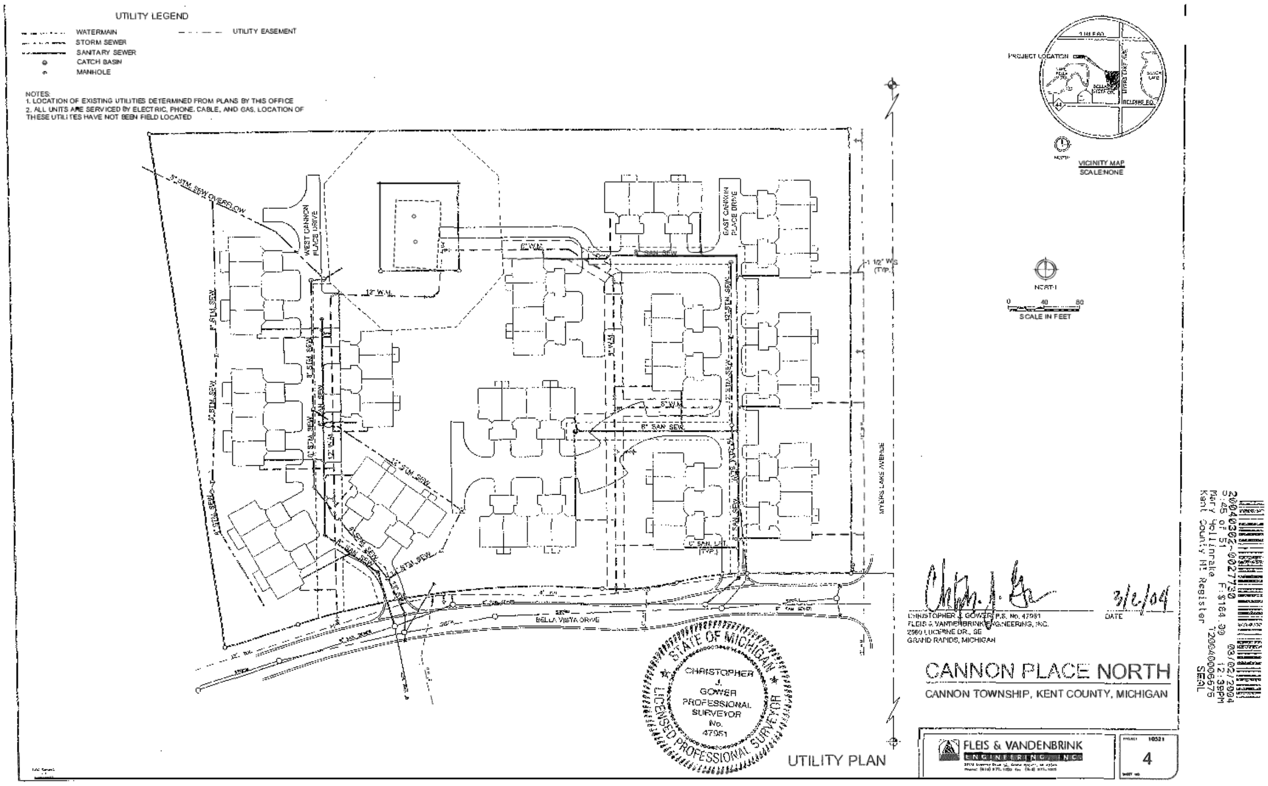
CANNON PLACE NORTH

CANNON TOWNSHIP, KENT COUNTY, MICHIGAN

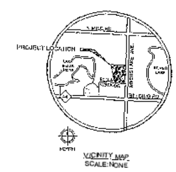
SITE PLAN

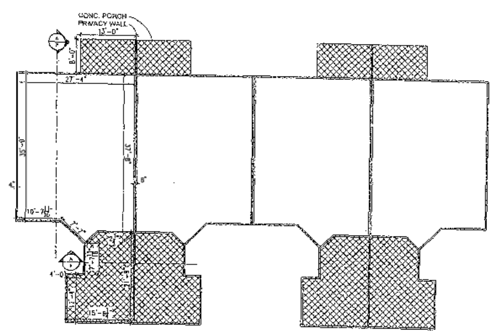
FLEIS & VANDENBRINK ENGINEERING, INC.

3


UTILITY LEGEND
WATERMAIN
STORM SEWER
SANITARY SEWER
CATCH BASIN
MANHOLE
UTILITY EASEMENT
NOTES:
1. LOCATION OF EXISTING UTILITIES DETERMINED FROM PLANS BY THIS OFFICE
2. ALL UNITS ARE SERVICED BY ELECTRIC, PHONE, CABLE, AND GAS. LOCATION OF THESE UTILITIES HAVE NOT BEEN FIELD LOCATED
WEST CANNON PLACE DRIVE
EAST CANNON PLACE DRIVE
MYERS LAKE AVENUE
BELLA VISTA DRIVE
VICINITY MAP
SCALE:NONE
PROJECT LOCATION
NORTH
SCALE IN FEET
CHRISTOPHER J. GOWER P.S. No. 47951
FLEIS & VANDENBRINK ENGINEERING, INC.
2960 LUCERNE DR., SE
GRAND RAPIDS, MICHIGAN
3/2/04
DATE
STATE OF MICHIGAN
CHRISTOPHER J. GOWER
PROFESSIONAL SURVEYOR
No. 47951
LICENSED PROFESSIONAL SURVEYOR
CANNON PLACE NORTH
CANNON TOWNSHIP, KENT COUNTY, MICHIGAN
UTILITY PLAN
FLEIS & VANDENBRINK
ENGINEERING, INC.
4
Kent County MI Register
SEAL

NOTES:
1. ALL WALL ARE CONSTRUCTED 90° TO FLOORS AND CEILINGS, UNLESS OTHERWISE NOTED
2. EXTERIOR WALLS ARE 8", UNLESS OTHERWISE NOTED.
3. THESE FLOOR PLANS ARE TYPICAL OF ALL UNITS.





BUILDING "A" MAIN FLOOR

LEGEND

COORDINATE POINT NUMBER
GENERAL COMMON ELEMENT AREA
LIMITED COMMON ELEMENT AREA
LIMITS OF OWNERSHIP

STATE OF MICHIGAN
CHRISTOPHER J. GOWER
PROFESSIONAL SURVEYOR
No. 47951
LICENSED PROFESSIONAL SURVEYOR

3/2/04
DATE

CHRISTOPHER J. GOWER, P.S. No. 47951
FLEIS & VANDENBRINK ENGINEERING, INC.
2960 LUCERNE DR., SE
GRAND RAPIDS, MICHIGAN

CANNON PLACE NORTH

CANNON TOWNSHIP, KENT COUNTY, MICHIGAN

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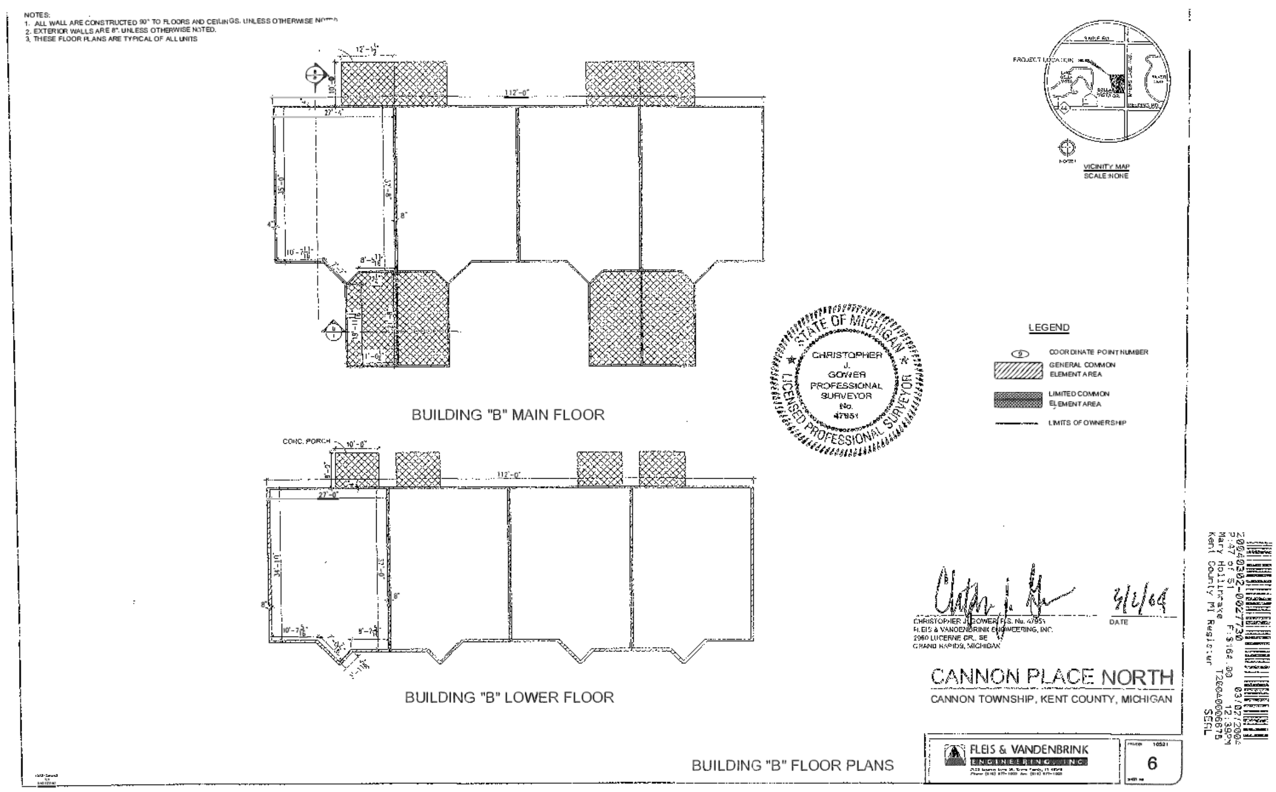
Kent County MI Register SEAL

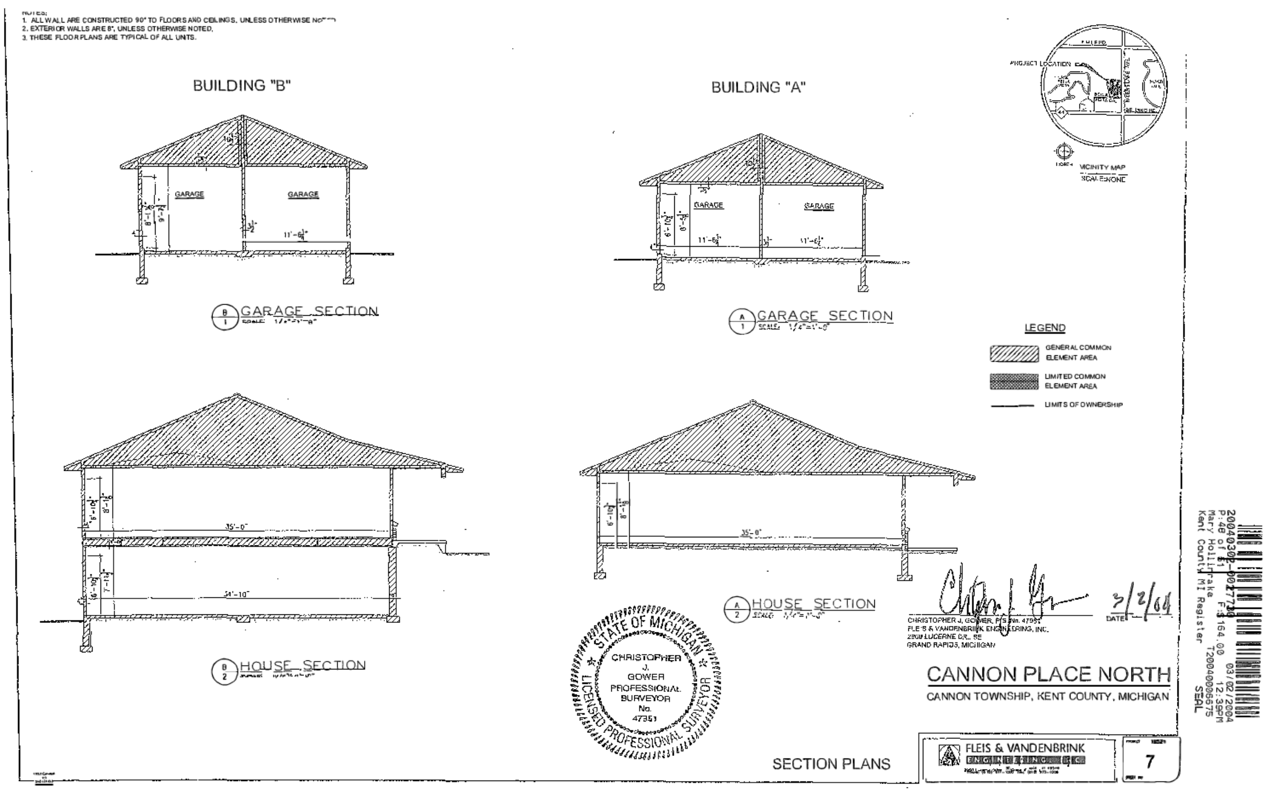
BUILDING "A" FLOOR PLAN

FLEIS & VANDENBRINK ENGINEERING, INC.

16521

5


NOTES:
1. ALL WALL ARE CONSTRUCTED 90° TO FLOORS AND CEILINGS, UNLESS OTHERWISE NOTED.
2. EXTERIOR WALLS ARE 8" UNLESS OTHERWISE NOTED.
3. THESE FLOOR PLANS ARE TYPICAL OF ALL UNITS
112'-0"
BUILDING "B" MAIN FLOOR
CONC. PORCH
BUILDING "B" LOWER FLOOR
VICINITY MAP
SCALE NONE
LEGEND
COORDINATE POINT NUMBER
GENERAL COMMON ELEMENT AREA
LIMITED COMMON ELEMENT AREA
LIMITS OF OWNERSHIP
STATE OF MICHIGAN
CHRISTOPHER J. GOWER PROFESSIONAL SURVEYOR No. 47951
LICENSED PROFESSIONAL SURVEYOR
CHRISTOPHER J. GOWER P.S. No. 47951
FLEIS & VANDENBRINK ENGINEERING, INC.
2960 LUCERNE DR., SE
GRAND RAPIDS, MICHIGAN
DATE
CANNON PLACE NORTH
CANNON TOWNSHIP, KENT COUNTY, MICHIGAN
BUILDING "B" FLOOR PLANS
FLEIS & VANDENBRINK ENGINEERING, INC.
6
Mary Hollinrake
Kent County MI Register


NOTES:
1. ALL WALL ARE CONSTRUCTED 90° TO FLOORS AND CEILINGS, UNLESS OTHERWISE NOTED
2. EXTERIOR WALLS ARE 8", UNLESS OTHERWISE NOTED.
3. THESE FLOOR PLANS ARE TYPICAL OF ALL UNITS.
BUILDING "B"
BUILDING "A"
GARAGE
GARAGE
GARAGE SECTION
HOUSE SECTION
VICINITY MAP
LEGEND
GENERAL COMMON ELEMENT AREA
LIMITED COMMON ELEMENT AREA
LIMITS OF OWNERSHIP
STATE OF MICHIGAN
CHRISTOPHER J. GOWER
PROFESSIONAL SURVEYOR
No. 47351
LICENSED PROFESSIONAL SURVEYOR
3/2/04
DATE
CHRISTOPHER J. GOWER, P.S. No. 47951
FLEIS & VANDENBRINK ENGINEERING, INC.
GRAND RAPIDS, MICHIGAN
CANNON PLACE NORTH
CANNON TOWNSHIP, KENT COUNTY, MICHIGAN
SECTION PLANS
FLEIS & VANDENBRINK
7
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SEAL

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P:49 of 51 F:$164.00 12:39PM
Mary Hollinrake T20040006675
Kent County MI Register SEAL

EXHIBIT C

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

Lisa B. Rietman, being duly sworn, deposes and says that:

1. She is employed by the law firm of Rhoades McKee and acts as legal assistant to Todd A. Hendricks, attorney for the developer of Cannon Place North.

2. On December 16, 2003, notices were sent to all of the governmental agencies as required by Section 71 of the Michigan Condominium Act. Such notices were sent by certified mail, return receipt requested, and appropriate receipts from all agencies have subsequently been received.

Further affiant saith not.

Lisa B. Rietman
Lisa B. Rietman

Subscribed and sworn to before me this 26th day of February, 2004.

Carol A Przybylski
Carol A. Przybylski, Notary Public
Ottawa County, Michigan
My commission expires: 2/09/06
Acting in the County of Kent

DRAFTED BY:
Todd A. Hendricks
Rhoades McKee
161 Ottawa Avenue, N.W., Suite 600
Grand Rapids, MI 49503

U:\33\33374\049\agr\affidavit2.doc lbr

Exhibit D to Master Deed

CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM OWNERSHIP

WHEREAS, CANNON PLACE NORTH ASSOCIATES, L.L.C., a Michigan limited liability company, of 32 Market, Suite 500, Grand Rapids, Michigan 49503, as Developer, intends to establish Cannon Place North Condominiums as a conversion condominium project by recording in the office of the Kent County Register of Deeds a Master Deed of Cannon Place North Condominiums covering real property in Cannon Township, Kent County, Michigan, described on Exhibit A attached hereto.

WHEREAS, NATIONAL CITY BANK OF INDIANA, a national banking association, and its successors and assigns, whose address is One National City Center, Indianapolis, Indiana 46255 (the "Bank") is the holder of record of a mortgage interest in the real property described on Exhibit A.

NOW, THEREFORE, The Bank hereby consents to the submission of the real property described on Exhibit A to the condominium project described and set forth in the Master Deed and consents to the recording of the Master Deed of Cannon Place North Condominiums in the Office of the Register of Deeds for Kent County, Michigan.

WITNESSES:

[signature]

Janis L. Levi

NATIONAL CITY BANK OF INDIANA, and its successors and assigns

By: [signature]
John R. Jewett, Jr.
Its: Senor Vice President

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Mary Hollinrake T20040006675
Kent County MI Register SEAL

STATE OF INDIANA)
)ss
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 25th day of ~~January,~~ February 2004, by John R. Jewett, Jr. of National City Bank of Indiana, its Senior Vice President, on its behalf.

Dawn Stricker

Notary Public, Marion County, Indiana
My Commission Expires: Aug. 29, 2009

DAWN STRICKER
Marion County
My Commission Expires
August 29, 2009

Prepared by:
Todd A. Hendricks
RHOADES McKEE
161 Ottawa, N.W., Suite 600
Grand Rapids, MI 49503

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Mary Hollinrake T20040006675
Kent County MI Register SEAL

Exhibit A to Exhibit D of Master Deed

Part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the most Easterly corner of Lot 16 of Bella Vista Gardens No. 1; thence Northeasterly 61.9 feet along a 333 foot radius curve to the right, the long chord of which bears N67°07'30"E, 61.81 feet; thence N72°27'E, 576.27 feet; thence N07°33'W, 598.48 feet to the beginning of this description, said point being the SW corner of Lot 64 of East Bella Vista Shores No. 1; thence S07°33'E, 598.48 feet; thence N72°27'E, 48.72 feet; thence S17°33'00"E, 66.00 feet; thence N72°27'E, 23.99 feet; thence S11°21'E, 350.44 feet to point on the South 1/8 line 630.0 feet N89°46'E along the South 1/8 line from the SE corner of Lot 15 of Bella Vista Gardens No. 1; thence N89°46'E along the South 1/8 line to West line of Myers Lake Avenue (100 feet wide); thence Northerly along the West line of said Avenue to the South line of East Bella Vista Shores No. 1; thence West along the South line of said Plat to the beginning. Except the South 100 feet of the North 506 feet of the West 90 feet of the East 590 feet of the SW 1/4, of Section 9, T8N, R10W.

EXCEPT:

Part of the Southwest 1/4 of Section 9, T8N, R10W, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said section: thence N00°16'50"W, 1327.52 feet along the North-South 1/4 line of said section to the South line of the Northeast 1/4 of the Southwest 1/4 of said section; thence S89°46'00"W, 50.0 feet along the South line to the West line of Myers Lake Avenue and the point of beginning; thence S89°46'00"W, 567.99 feet along said South line to a point which is N89°46'00"E, 630.00 feet from the Southeast corner of Lot 15, Bella Vista Gardens Number 1; thence N11°21'00"W, 350.44 feet along the East line of Bella Vista Bay Condominium according to recorded Subdivision Plan No. 185 Replat No. 2 Kent County Records, thence S72°27'00"W, 23.99 feet along the North line of said Bella Vista Bay Condominiums; thence N17°33'00"W, 66.00 feet; thence N72°27'00"E, 38.18 feet; thence Easterly 356.84 feet along a 933.00 foot radius curve to the right, the chord of which bears N83°24'23"E, 354.67; thence Easterly 87.08 feet along a 267.00 foot radius curve to the left, the chord of which bears N85°01'11"E, 86.70 feet; thence Easterly 83.25 feet along a 333.00 foot radius curve to the right, the chord of which bears N82°50'17"E, 83.03 feet; thence N90°00'00"E, 119.84 feet; thence S00°16'50"E, 467.10 feet along the West line of said Myers Lake Avenue to the point of beginning.

MORE PARTICULARLY DESCRIBED AS:

That part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 9; thence N00°16'50"W 1794.40 feet along the North and South 1/4 line of said Section 9; thence S90°00'00"W 50.00 feet to the West right of way line of Myers Lake Avenue (100' wide) and the Point of Beginning of this description; thence continuing S90°00'00"W, 119.84 feet; thence Westerly 83.25 feet along a 333.00 foot radius curve to the left, the chord of which bears S82°50'17"W, 83.03 feet; thence Westerly 87.09 feet along a 267.00 foot radius curve to the right, the chord of which bears S85°01'11"W, 86.70 feet; thence Westerly 356.84 feet along a 933.00 foot radius curve to the left, the chord of which bears S83°24'23"W, 354.67; thence S72°27'00"W, 86.91 feet; thence N07°33'00"W, 598.48 feet, said point being the SW corner of lot 64 of East Bella Vista Shores No. 1; thence N89°35'10"E, 799.92 feet along the South line of East Bella Vista Shores No. 1 to the West right of way line of said Myers Lake Avenue said point being 50.00 feet West of the North and South 1/4 line of Section 9; thence S00°16'50"E, 514.27 feet to the Point of Beginning. Subject to all easements, restrictions, and right of way of record.

EXCEPT:

That part of the SW 1/4 of Section 9, Town 8 North, Range 10 West, Cannon Township, Kent County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 9; thence N00°16'50"W 2309.03 feet along the North and South 1/4 line of said Section 9; thence S89°35'10"W, 500.00 feet along the South line of East Bella Vista Shores No. 1; thence S00°16'50"E 59.96 feet parallel with the North and South 1/4 line of said Section 9 to the Point of Beginning of this description: thence continuing S00°16'50"E 100.00 feet parallel with the North and South 1/4 line of said Section 9; thence S89°35'10"W, 90.00 feet parallel with the South line of East Bella Vista Shores No. 1; thence N00°16'50"W 100.00 feet parallel with the North and South 1/4 line of said Section 9; thence thence N89°35'10"E, 90.00 feet parallel with the South line of East Bella Vista Shores No. 1 to the Point of Beginning. Contains 9.31 acres.

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GRANDMARK PROPERTY MANAGEMENT

To: Cannon Place North Co-owners

From: Board of Directors/Grandmark Property Management

RE: Buy In Policy

Date: 6/16/2021

As authorized by the Board of Directors of the Cannon Place North Condominium Association, Grandmark Property Management would like to inform you that effective June 3rd, 2021 the Board impletemented a one-time buy-in fee in the amount equal to two months HOA dues. This one-time buy-in fee will be assessed to all new Co-owners who purchase a home in Cannon Place North. This does not effect current Co-owners.

The purpose of the buy-in fee is to help increase the reserves for future capital expenditures as well as any emergency maintenance situations that may arrise at any time. In implementing this buy-in fee, we hope to keep the cost of living at Cannon Place North stable. The cost of materials and labor is increaseing each year and we are hopeful that the buy-in fee will help offset those ever rising cost to maintain the Association. Please see the new policy below.

Buy-in fee: At the closing of the sale and purchase of a Unit by a Co-owner, the buyer is obligated to pay to the Association a "buy in fee" equal in amount to two-times the monthly assessment in effect on the date of the closing. If the buy-in fee is not paid to the Association by the buyer at closing, the Association is entitled to collect the buy-in fee from the purchaser and enforce payment utilizing any and all remedies available to the Association under applicable of law and the Condominium Documents, including the remedies available for unpaid assessments. The buy-in fee is owed only for transations where money or other consideration is paid for the Unit (excluding any foreclosures). By rules and regulations, the Board may change the amount of the buy-in fee.

Grandmark Property Management
C/O: Cannon Place North Board of Directors

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