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D. J. ...
REGISTER OF DEEDS
OTTAWA COUNTY, MI

MASTER DEED

ROOSEVELT RIDGE CONDOMINIUM

(Act 59, Public Acts of 1978)
as amended

Ottawa County Condominium Subdivision Plan No. 155

- (1) Master Deed establishing Roosevelt Ridge Condominium, a Condominium Project.
- (2) Exhibit A to Master Deed: Condominium By-Laws of Roosevelt Ridge Condominium.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Roosevelt Ridge Condominium.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

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

This Instrument Drafted by: William K. Van't Hof
/ Varnum, Riddering, Schmidt & Howlett
Suite 800, 171 Monroe Ave. N.W.
Grand Rapids, Michigan 49503

MASTER DEED

ROOSEVELT RIDGE CONDOMINIUM

(Act 59, Public Acts of 1978)
as amended

This Master Deed is made and executed on this 25th day of February, 1993, by Danny Lam, a Michigan resident (the "Developer"), of 4175 Bud Drive, Comstock Park, Michigan.

W I T N E S S E T H:

WHEREAS, the Developer is engaged in the construction of an Expandable Condominium Project to be known as Roosevelt Ridge Condominium (the "Project"), pursuant to architectural plans approved by the City of Ferrysburg on a parcel of land described in Article II hereof; and

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Roosevelt Ridge Condominium as a Condominium Project under the Act and does declare that said Project shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, his successors and assigns, and to any persons acquiring or owning an interest in said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

The Project is a residential condominium which may be expanded by an amendment or series of successive amendments to the Master Deed, each adding land to the Project as then constituted

so as to comprise a maximum of 96 residential living units, although the Developer is not obligated to expand the Project beyond the segment established by this Master Deed on land described in Article II(A). The Developer and his successors specifically reserve the right to elect, on or before the expiration of six years after the recording of a Master Deed for Phase I of the Project, to add to the Project all or any portion of the lands described in Article II(B) hereof (as the same may be amended), without the consent of any Co-owner, mortgagee or other person. Other than as set forth herein, no restrictions or limitations on such election exist as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and assignment of limited common elements thereon. All added lands shall be dedicated exclusively to residential use and all structures located thereon shall be architecturally compatible, in the reasonable judgment of the Developer or his architect, with the structures on the land included in this original Master Deed. At the conclusion of any such expansion, a Consolidating Master Deed shall be prepared and recorded by the Developer in accordance with the provisions of the Act.

The 48 Condominium Units which comprise the first phase of the Project, including the number, boundaries, dimensions and area thereof, are set forth completely in the Condominium Subdivision Plan, and each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and to the limited common elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the general common elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

That part of the East 1/2 of the Southwest 1/4 of Section 9, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the South line of said Section 9 that is 44.08 feet South 87 degrees 59 minutes 44 seconds West from the South 1/4 corner of said Section 9; thence South 87 degrees 59 minutes 44 seconds West, along said South line 535.92 feet; thence North 00 degrees 00 minutes 00 seconds East 460.00 feet; thence South 87 degrees 59 minutes 44 seconds West 162.50 feet; thence North 00

degrees 00 minutes 00 seconds East 200.00 feet; thence North 87 degrees 59 minutes 44 seconds East 706.37 feet to the West line of the C & O Railroad right-of-way; thence South 00 degrees 41 minutes 23 seconds West, along said West right-of-way line, 630.33 feet to the point of beginning. Except any part taken, used, or deeded for road purposes.

Together with and subject to an easement for ingress and egress over and across that part of the East 1/2 of the Southwest 1/4 of Section 9, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the South line of Section 9 that is 555.23 feet South 87 degrees 59 minutes 44 seconds West of the South 1/4 corner of Section 9; thence South 87 degrees 59 minutes 44 seconds West 24.77 feet along the South line of Section 9, thence North 00 degrees 00 minutes East 350.52 feet, thence South 04 degrees 02 minutes 57 seconds East 350.53 feet to the point of beginning.

Also subject to any other easements of record.

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

That part of the Southwest 1/4 of Section 9, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the West right-of-way line of the Pere Marquette Railway that is 44.08 feet West and 660.33 feet North from the South 1/4 corner of said Section 9; thence West 706.37 feet; thence South 292.87 feet, thence West 493.5 feet; thence North 200 feet; thence West 150 feet to the East right-of-way line of Old Grand Haven Road; thence North, along said right-of-way line, 125.18 feet; thence East 100 feet; thence North 130 feet; thence West 100 feet to said East right-of-way line; thence North, along said right-of-way line, 831.82 feet; thence East 614 feet; thence North 204 feet to a creek; thence Southeasterly along said creek, 738 feet to the West right-of-way line of the Pere Marquette Railway; thence South 818.5 feet to the point of beginning.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association By-laws and Rules and Regulations of the Roosevelt

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Ottawa County } 63
Treasurer's Office } 3-4-93
I hereby certify that there are no tax liens or taxes owed by the State or individuals on lands described in this instrument and that all taxes for the year preceding date of instrument are paid according to records of this office. This certificate does not apply to taxes levied or now in process of collection by local unit collecting officers. And does not apply to Act 225, P.A. 1976 or Act 360, P.A. 1978 Defined Spec. Assessments.
MARY RICHARDSON Treasurer

Ridge 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" or "Condominium Act" means Act 59 of the Public Acts of 1978, as amended.

(b) "Arbitration Association" means the American Arbitration Association or its successor.

(c) "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

(e) "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV hereof.

(f) "Condominium By-laws" means Exhibit "A" hereto, being the By-laws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

(g) "Condominium Documents" means and includes this Master Deed and all exhibits thereto recorded pursuant to the Act, and any other instrument referred to herein which affects the rights and obligations of a Co-owner in the Condominium.

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

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

(j) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default thereunder. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

(k) "Developer" means Danny Lam, a Michigan resident, who has made and executed this Master Deed, his heirs, successors and assigns.

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

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

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

(o) "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the common elements of the Project.

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

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

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

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

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

(2) The access drives, walkways, lawns, yards, trees, shrubs and other plantings;

(3) The street lighting system, and 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;

(4) The natural gas line network and distribution system throughout the common areas of the Project, including that contained within common walls, floors and ceilings;

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

(6) The water distribution system, underground sprinkling system (including well and pump), sanitary sewer system and storm drainage system serving the Project;

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

(8) The common storage building and common attic spaces, and the portions of any driveway or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan; and

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

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

B. The Limited Common Elements are:

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

(2) The deck, patio and/or stoop appurtenant to each Unit in the Project;

(3) The driveway leading to the garage and the walkway leading to the stoop, which shall be appurtenant to the unit or units serviced thereby;

(4) The fireplace combustion chamber and chimney, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;

(5) The garage door and opening mechanism and the windows, sliders and/or screens located within or adjacent to any Unit perimeter wall; and

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

The garage and storage room located on the lower level of each unit are contained within the unit itself. No garage or storage room shall be converted for use as an additional living area, however, without the prior written consent of the Association and compliance with all pertinent building codes and ordinance requirements of the City of Ferrysburg.

C. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the common elements will be as follows:

(1) The costs of maintenance, repair and replacement of the limited common elements described in Article IV.B(1), IV.B(4), IV.B(5) and IV.B(6) and the routine cleaning, sweeping and decoration (but not repair and replacement) of the limited common elements described in Article IV.B(2) and IV.B(3) shall be borne by the Co-

owner(s) of the unit or units to which such common elements are appurtenant. Individual Co-owners shall also be responsible for the snow plowing and/or shoveling of walkways and stoops leading to the front door of the Unit.

(2) The appearance of the driveways, walkways, decks, patios and stoops shall at all times be subject to the approval of the Association. In the event that cleaning and maintenance of such common elements by the Co-owner shall not conform to reasonable aesthetic and maintenance standards established by the Association, the Association shall have the right to take such action as may be necessary to bring said elements up to required standards and to charge the cost thereof to the owner responsible for cleaning, decoration and maintenance.

(3) The costs of cleaning, decoration, maintenance, repair and replacement of all general and limited common elements other than as described above (including the painting and/or staining of decks, the mowing of lawns and the plowing of driveways) shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

(4) If any unit owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the common elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

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

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in Phase I of the Project, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Joiner Engineering, Inc., consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with the City of Ferrysburg. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plan and as delineated by detailed dimensional descriptions of the same contained by said outline, less any Common Elements contained therein. The lower level basement, garage and storage room shall also be included as a part of the unit. In determining dimensions, each Condominium Unit shall be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

B. The total value of the Project is 100, and the percentage thereof assigned to each of the 48 Condominium Units in Phase I of the Project shall be equal. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative size (based upon square footage), market value, location and allocable expenses of maintenance for each Unit in Phase I of the Project and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. Except as otherwise provided in this Master Deed, such Percentages of Value shall be changed only in the manner provided by Article VIII expressed in an amendment to the Master Deed, duly executed and recorded; provided, that the Developer reserves the exclusive right to adjust such percentages pro-rata as subsequent Phases are added to the Project in the event that Units in such Phases differ in size, type or market value, by amendment or amendments to the Master Deed without the consent of any Co-owner, mortgagee or other interested person.

C. The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B hereof may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or his successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without

the consent of the Co-owner or Purchaser and Mortgagee thereof. Unless prior approval has been obtained from the Title Insurance Company issuing policies to Purchasers, no Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and irrevocably appoint Developer and his successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI

EASEMENTS

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

Until final completion of the Project as described in Article I of this Master Deed or of any other project developed by the Developer or his successors on the property described in Article II.B hereof, the Developer reserves non-exclusive easements for the benefit of himself, his successors and assigns which may be utilized at any time or times without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) for the unrestricted use of all roads, drive-ways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article II.B; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.A.

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

ARTICLE VII

CONTRACTION OF PROJECT

The Developer and his successors specifically reserve the right to elect, on or before the expiration of six years after the initial recording of a Master Deed for Phase I of the Project, to contract the Project by withdrawal of all or any portion of the lands described in Article II.A hereof by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee or other person; provided that no Unit which has been sold by the Developer or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner and mortgagee of such Unit.

Other than as set forth herein, no restrictions or limitations on such election exist as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of units and/or common elements which may be withdrawn; provided, however, that the number of remaining units in the Project shall not be reduced to less than twelve nor the lands constituting the Project to less than that necessary to accommodate Buildings A, B, C & D with reasonable access and utility service therefor. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and irrevocably appoint Developer or his 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 in conjunction therewith.

ARTICLE VIII

AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the

Project. All documents reflecting such amendment or termination shall be recorded in the public records of Ottawa County, Michigan.

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

(1) The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the types and sizes of unsold condominium units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(2) The amendment may be made, 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 of the Co-owners and mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine percentages of value for Phase I of the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer herein, including without limitation rights to amend for purposes of expansion, contraction and/or modification of units in the course of construction, shall not be amended without the written consent of the Developer so long as the Developer or his successors continue to own or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.

(3) A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. Until the completion and sale of all Units described in Article I hereof, such rights reserved to the Developer may not be further amended except by or with the written consent of the Developer, his successors or assigns.

(4) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs

and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners and mortgagees of record shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

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

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

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

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

(4) Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the administrator.

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

Witnesses:

W.K. Van't Hof
W. K. Van't Hof
Vicki L. Uren
Vicki L. Uren

By Danny Lam
Danny Lam (formerly Man-Kui Lam)
And Sue Lam
Sue Lam (formerly Soc Yen Lam)

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 25TH day of February, 1993, before me, a Notary Public in and for said County, appeared Danny Lam and Sue Lam, husband and wife, to me personally known, who being by me duly sworn, did say that they are the persons named in and who executed the within instrument, and that such action was taken by them as their free act and deed.

Vicki L. Uren
Vicki L. Uren
Notary Public, Kent County, MI
My commission expires: 11/12/96

W02024.068

EXHIBIT A

CONDOMINIUM BY-LAWS

ROOSEVELT RIDGE CONDOMINIUM

ARTICLE I

CONDOMINIUM PROJECT

Section 1. Organization. Roosevelt Ridge Condominium, a residential condominium project located in the City of Ferrysburg, Ottawa County, Michigan (the "Project") is being constructed in successive segments so as to comprise a maximum of 96 living units (the "Units"). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association").

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

ARTICLE II

MEMBERSHIP AND VOTING

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

Section 2. Voting Rights. Except as limited in the Master Deed and in these By-Laws, each Co-owner shall be entitled to one

vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

Section 3. Members Entitled to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project, nor shall he be entitled to vote (except for elections held pursuant to Article III, Section 4 hereof) prior to the Initial Meeting of Members. The Developer shall be entitled to vote only those Units to which he still holds title and for which he is paying the monthly assessment then in effect at the date on which the vote is cast.

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

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

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

ARTICLE III

MEETINGS AND QUORUM

Section 1. Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after 50% or more of the Units in Phase I of the Project have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total number of Units that may be created or

54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to such initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

Section 2. Annual Meeting of Members. Thereafter, an annual meeting of the members shall be held in each year at the time and place specified in the Association By-Laws. At least 10 days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 20 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

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

Section 4. Composition of Board. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for

sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established herein. Application of this provision does not require a change in the size of the Board as set forth in the corporate by-laws.

If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect hereunder, or if the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners shall have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided herein.

Section 5. Quorum of Members. The presence in person or by proxy of twenty-five (25%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

ARTICLE IV

ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a Board of Directors to be elected in the manner set forth in the Association By-Laws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the initial

meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the initial meeting or at any subsequent meeting, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause.

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

- (a) Care, upkeep and maintenance of the common elements;
- (b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium property;
- (c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium property;
- (d) Adoption and amendment of rules and regulations covering the details of the use of Condominium property;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;
- (f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;
- (g) Leasing or purchasing premises suitable for use by a managing agent and/or custodial personnel, upon such terms as the Board may approve;
- (h) Granting concessions and licenses for the use of portions of the common elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- (i) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real

or personal property of the Condominium on behalf of the Co-owners;

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

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

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents.

Section 3. Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts affecting the administration of the Condominium, which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and its Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-owners at least once per year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

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

All maintenance of, repair to and replacement of the general common elements, whether located inside or outside the Units, and to limited common elements to the extent set forth in the Master Deed, shall be made by the Association and be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense shall be charged to such Co-owner. The Association or its

agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the common elements or both.

Section 5. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by Section 105 of the Act. Such fund shall be established in the minimum amount hereinafter set forth on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board shall carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

Section 6. Construction Liens. A construction lien arising as a result of work performed upon a Condominium Unit or limited common element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the general common elements not contracted by the Association or the Developer.

Section 7. Managing Agent. The Board may employ for the Association a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties listed in Section 2 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed.

Section 8. Officers. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent herewith. Officers may be compensated, but only upon the affirmative vote of more than sixty-seven (67%) per cent of all Co-owners.

Section 9. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than wilful or

wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

Section 1. Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the common elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration thereof shall be receipts of administration.

Section 2. Determination of Assessments. The Board shall from time to time, and at least annually, adopt a budget for the Condominium which shall include the estimated funds required to defray common expenses for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and shall allocate and assess such common charges against all Co-owners according to their respective common interests on a monthly basis. Absent Co-owner approval as herein provided, such assessment shall be increased only in accordance with the following:

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

(b) To provide for the repair or replacement of existing common elements;

(c) To provide for the purchase of additions to the common elements in an amount not exceeding \$2,000 or \$50 per unit annually, whichever is less; or

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

Any increase in assessments other than or in addition to the foregoing shall be considered as a special assessment requiring approval by a vote of 67% or more of the Co-owners.

Section 3. Levy of Assessments. All assessments levied against the Units to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, in advance and without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto.

The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting thereof. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-owners.

Section 4. Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied with regard to his Unit during the time that he is the Owner thereof, and no Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements, or by the abandonment of his Unit. In the event of default by any Co-owner in paying the assessed charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessment from the due date thereof. Unpaid assessments shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection thereof by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge

except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the Seller or Grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys fees incurred in the collection thereof.

The Association may also enter upon the common elements, limited or general, to remove and abate any condition, or may discontinue the furnishing of any services to a Co-owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit.

All payments on account of installments of assessments in default shall be applied in the following manner: 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.

Section 5. Obligations of the Developer. Until such time as twenty-five (25%) per cent of the Units in Phase I of the Project have been sold, the Developer shall supplement the monthly assessments received from Owners as necessary to meet administrative costs on a current basis. Such payments shall be made on account of the units owned by the Developer, whether constructed or not, and shall be in lieu of all other assessment liabilities.

After the time at which twenty-five (25%) per cent of the Units have been sold, the Developer shall be assessed by the Association only for actual costs, if any, incurred by the Association which are directly attributable to the Units being constructed by the Developer, together with a reasonable share of costs of administration which indirectly benefit the Developer (other than costs attributable to the maintenance of dwellings), based upon the ratio of completed units owned by the Developer from time-to-time to the total number of completed units in the Project. For purposes of this paragraph, a "completed" unit shall mean a Unit which meets all requirements for "substantial completion" under Section 103b(4) of the Act and which is eligible for the issuance of a Certificate of Occupancy or its equivalent by the local

governmental authority. Provided, that if a Unit owned by the Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

In no event shall the Developer be responsible for the payment of any assessment for or with respect to deferred maintenance, reserves, capital improvements or additions, whether general or special, except with respect to occupied units owned by him, nor for any assessment levied in whole or in part to purchase a unit from the Developer or to finance litigation or other claims against the Developer, any cost of investigation and preparing such litigation or claim or any similar related cost.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

Section 1. Taxes. Subsequent to the year in which construction of the building containing a Unit is completed, all special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project, or any phase thereof, was established subsequent to the tax day. Taxes and special assessments which become a lien against the property 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 real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

Section 2. Insurance. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or appropriate, casualty insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance (including directors and officers liability coverage if deemed appropriate) and worker's compensation insurance pertinent to the ownership, use and maintenance of the common elements of the Project. All such insurance shall be purchased by

the Board of Directors for the benefit of the Association, the Co-owners, their mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his Unit, including wall coverings, floor coverings, sliders, windows and screens, and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Condominium, for personal liability for occurrences within his Unit or upon limited common elements appurtenant to his 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.

(b) All common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, 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 in accordance with plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the costs of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include 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.

(c) The Association may maintain, if desired, 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.

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

(e) 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.

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

Section 3. Reconstruction and Repair. If 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, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(a) 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, provision for reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners voting 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. At any such meeting, the Board or its representative shall present to the Co-owners 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.

(b) 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 voting 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 the 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 percentages 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.

(c) 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.

(d) 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.

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

(a) In the event of any taking of all or any portion of a Unit or any limited common element appurtenant thereto, the award for such taking shall be paid to the Co-owner of the Unit and the mortgagee thereof, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.

(b) In the event of any taking of all or any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and the mortgagees in proportion to their respective interests in the common elements and the affirmative vote of two-thirds or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

(e) To the extent not inconsistent with the foregoing provisions Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or any common element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto. No building intended for business use, and no apartment house, rooming house, day care facility, foster care residence or other commercial and/or multiple family dwelling of any kind shall be erected, placed or permitted on any Unit. Professional and business owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate traffic by members of the general public.

Section 2. Common Areas. The common elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any parking areas, storage facilities or other common elements 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.

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

(a) No more than six (6) persons shall permanently occupy or reside in any three-bedroom Unit, without the express prior written approval of the Association. In the event that a violation of this restriction by a family in occupancy of a Unit results from the birth or adoption of a child, or the marriage or re-marriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time in which to cure such violation or otherwise dispose of the Unit.

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

(c) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his Unit or limited common elements without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his 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.

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

(e) 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 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.

(f) No sign or other advertising devices (other than professionally made signs, or signs of substantially the same quality and/or appearance advertising a unit for sale which are not larger than four (4) square feet in size), shall be displayed which are visible from the exterior of any unit or upon the common elements without written permission from the Association or its Managing Agent.

(g) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his Unit, or

install any CB, short wave, satellite dish or other radio 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 Board or the written permission of the Managing Agent. 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 stoop which is a limited common element appurtenant to his Unit; provided, that no furniture or other personal property shall be stored on any open patio, deck or stoop which is visible from the common elements of the Project during the winter season.

(h) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his 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.

(i) No animal, including household pets, shall be kept without the prior written consent of the Association which consent, if given, shall be revocable at any time by the Board of Directors thereof. No exotic, savage or dangerous animal shall be kept on the Condominium Premises and no animal may be kept or bred for commercial purposes. Common household pets permitted by the Association shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge any Co-owner maintaining animals a reasonable additional assessment to be collected in the manner provided in these bylaws if the Association determines such assessment to be necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner thereof, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section or which otherwise proves to be an annoyance to other residents. Any person who causes or permits any animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(j) 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, 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 except in areas designated for such storage by the Association, and no snowmobile, all-terrain vehicle 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.

(k) 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.

(l) The common elements shall not be used for the storage of supplies 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(s), and Owners and residents shall not use or obstruct any guest parking areas abutting such drives without the prior consent of the Association. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoil the appearance of the Condominium.

(m) Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in the Condominium Project.

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

date, and may be revoked any time by the affirmative vote of more than 66% of all Co-owners in number.

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

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include the levy of fines, imposition of liens, action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board of Directors is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, any or all of the remedies available for the collection of unpaid assessments under the provisions of Article V, Section 4 hereof. All such remedies shall be deemed to be cumulative and shall not constitute an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such actual attorneys fees as may be determined by the court.

(c) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

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

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

ARTICLE VIII

MORTGAGES

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

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

Section 3. Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Condominium Unit:

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

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

(c) The holder of any first mortgage which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder

comes into possession thereof (except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments charged to all Units including the mortgaged unit).

Section 4. Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE IX

LEASES

Section 1. Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. No Unit shall be rented or leased for a period of less than six (6) months without the prior written consent of the Association. A Developer proposing to rent condominium Units before the Transitional Control Date, shall notify either the Advisory Committee or each Co-owner in writing.

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

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

(a) The Association shall notify the Co-owner by certified mail, addressed to him at his last known residence address, advising of the alleged violation by the tenant.

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

(c) If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated,

it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

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

ARTICLE X

TRANSFER OF UNITS

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

Section 2. Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, said Co-owner shall give notice to the Association within five (5) days after consummating such transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents effecting the transfer.

ARTICLE XI

ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration 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.

Section 2. Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) At the exclusive option of a Purchaser, Co-owner or person occupying a restricted 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.

(b) 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.

Section 3. 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. Provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XII

MISCELLANEOUS PROVISIONS

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

Section 2. Notices. Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association at 4175 Bud Drive, Comstock Park, Michigan 49321, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

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

Section 3. Response by Association. In all cases in which action by, consent of or response from the Association is requested or required, the Association shall be given thirty (30) days to respond unless the matter is of an emergency nature. The declaration of an emergency shall be within the reasonable discretion of the Board of Directors of the Association.

Section 4. Amendment. These By-Laws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Roosevelt Ridge Condominium.

W02029.068

OTTAWA COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 155

EXHIBIT B TO THE MASTER DEED OF

ROOSEVELT RIDGE CONDOMINIUM
CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN

DEVELOPER:
DANNY LAM
4175 BUD DRIVE
COMSTOCK PARK, MI 49321

SURVEYOR AND ENGINEER:
JOINER ENGINEERING, INC.
113 W. SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

ARCHITECT:
KINGSLEY HOME - ART KINGSLEY
6617 WEST RIVER DRIVE
BELMONT, MICHIGAN 49306

PROPERTY DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 8 NORTH, RANGE 16 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 9 THAT IS 44.08 FEET SOUTH 87 DEGREES 59 MINUTES 44 SECONDS WEST FROM THE SOUTH 1/4 CORNER OF SAID SECTION 9, THENCE SOUTH 87 DEGREES 59 MINUTES 44 SECONDS WEST, ALONG SAID SOUTH LINE 333.92 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 460.00 FEET, THENCE SOUTH 87 DEGREES 59 MINUTES 44 SECONDS WEST 102.50 FEET, THENCE NORTH 87 DEGREES 59 MINUTES 44 SECONDS EAST 200.00 FEET, THENCE NORTH 87 DEGREES 59 MINUTES 44 SECONDS EAST 706.37 FEET TO THE WEST LINE OF THE C & O RAILROAD RIGHT-OF-WAY, THENCE SOUTH 00 DEGREES 41 MINUTES 23 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 630.23 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROAD PURPOSES,

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

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

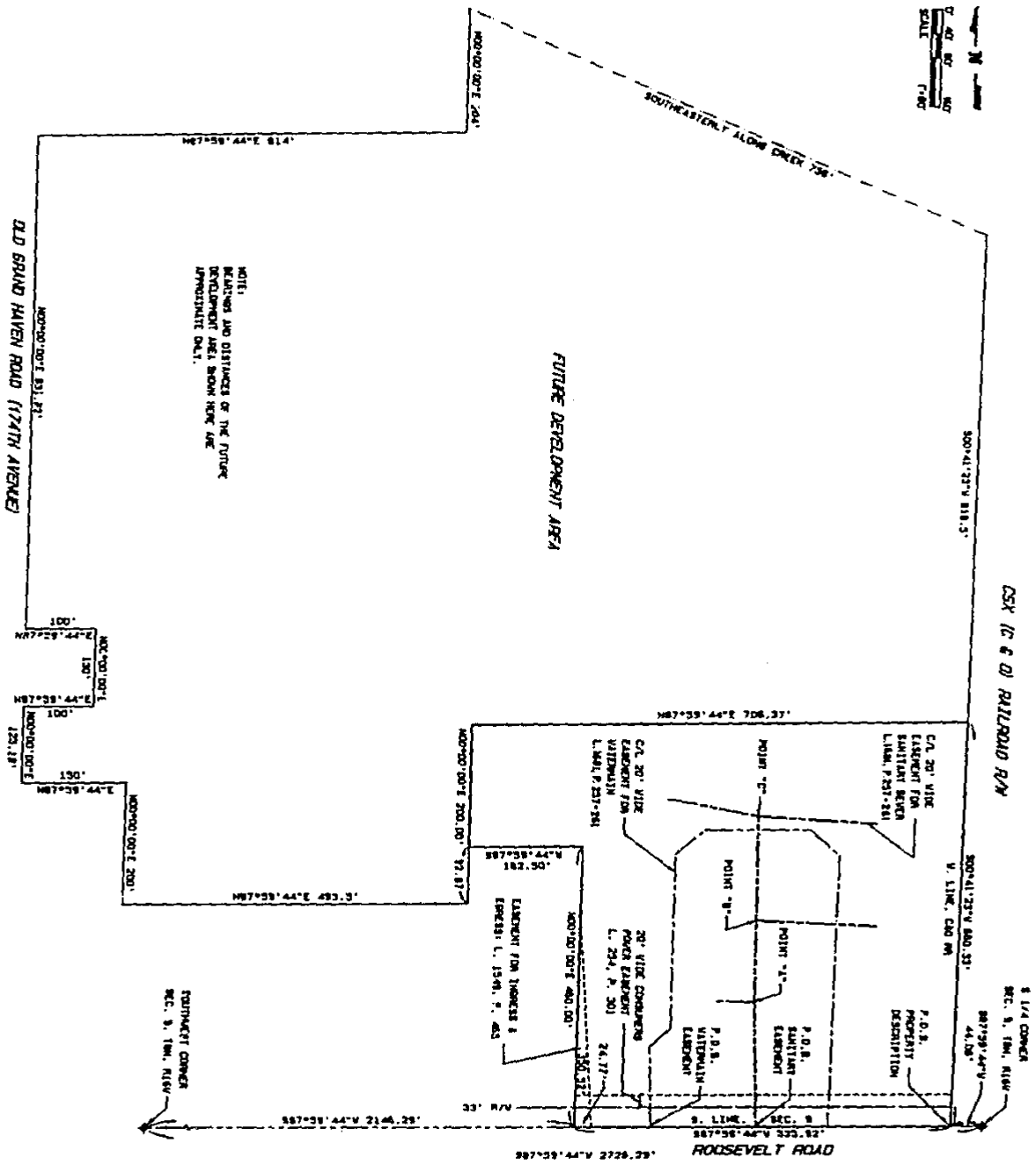
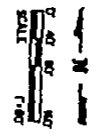
SHEET INDEX

- 1. COVER SHEET
- 2. SURVEY PLAN
- 3. SITE PLAN
- 4. UTILITY PLAN
- 5. DUPLEX FLOOR PLANS
- 6. FOUR-PLEX FLOOR PLANS
- 7. BUILDING SECTIONS



Thomas C. Joiner
THOMAS C. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 16435
JOINER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

REMARKS INFORMATION
 ON P. 1 - ELEVATION 351.44
 ON P. 2 - ELEVATION 351.44
 POINTS IN SOUTH SIDE OF
 POWER POLE NEAR SW CORNER
 CORNER.



NOTE:
 BEARINGS AND DISTANCES OF THE FUTURE
 DEVELOPMENT ARE SHOWN HERE FOR
 APPROXIMATE ONLY.

FUTURE DEVELOPMENT AREA

CSX (C & D) RAILROAD R/W

OLD GRAND HAVEN ROAD (174TH AVENUE)

ROOSEVELT ROAD

SURVEY PLAN

SUBMITTER'S CERTIFICATE

I, THOMAS E. JONES, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, (LICENSE NO. 10717),
 THAT THE SUBDIVISION PLAN SHOWN AS STATED COUNTY OF CRAWFORD, MICHIGAN, PLAN NO. 1690, AS SHOWN ON THE ACCOMPANYING SUBDIVISION PLAN NO. 1690, IS SHOWN ON THE RECORD MAPS UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, EXCEPT AS NOTED.
 THAT THE RELATED EASEMENTS AND OTHER MATTERS HAVE BEEN LOCATED IN THE RECORD AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 36 OF THE PUBLIC ACTS OF 1978.
 THAT THE LOCATION OF THIS SURVEY IS WITHIN THE LIMITS OF ACT NO. 36 OF THE PUBLIC ACTS OF 1978.
 THAT THE RELATIONS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 36 OF THE PUBLIC ACTS OF 1978.



THOMAS E. JONES
 REGISTERED LAND SURVEYOR
 MICHIGAN LICENSE NO. 10717
 119 WEST BAYVIEW STREET
 BIRMINGHAM, MICHIGAN 48404

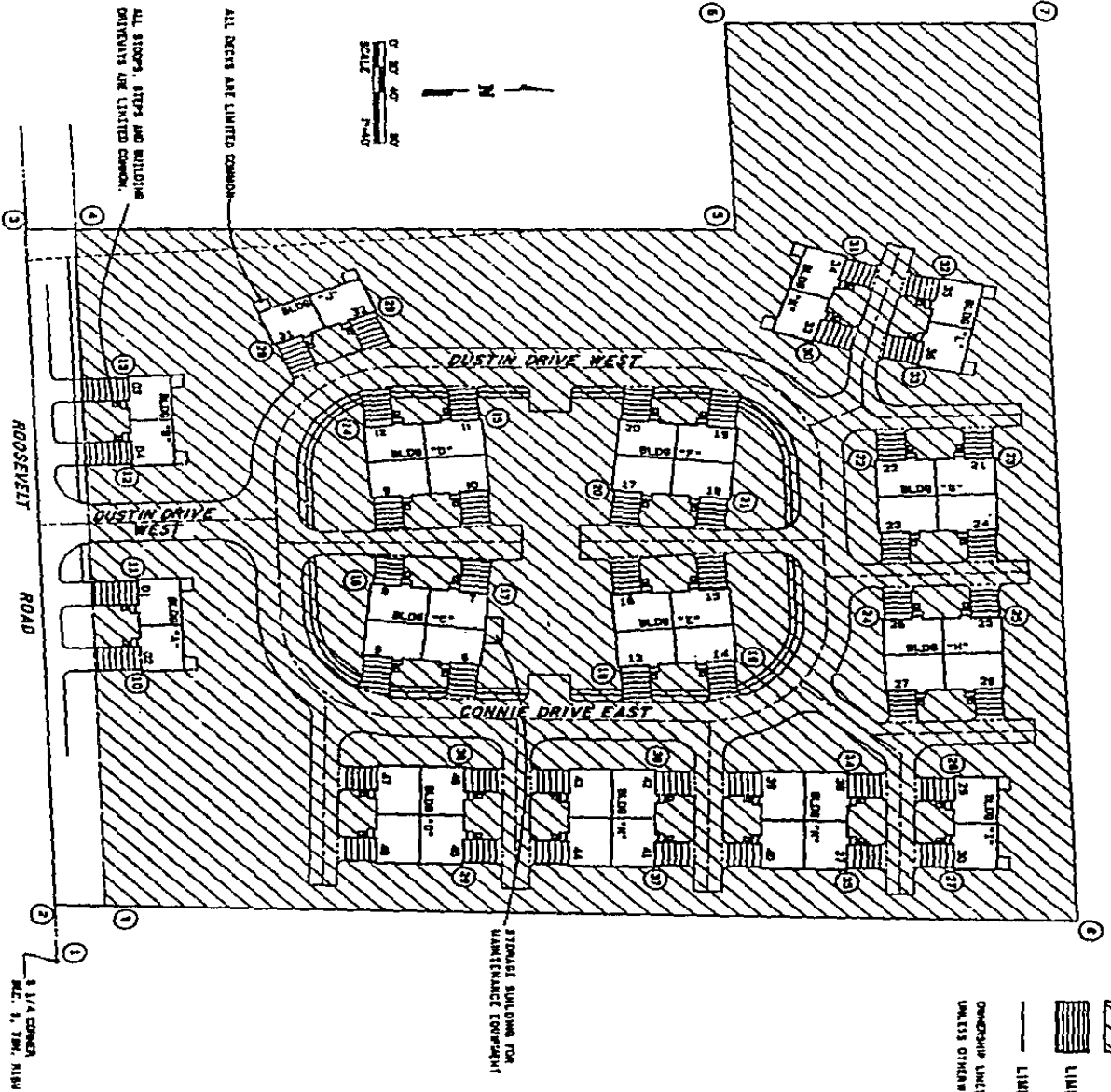
APPROVED DATED: 1-8-93
 THIS SHEET PREPARED BY:



JAMES C. BOUDREAU
 REGISTERED PROFESSIONAL ENGINEER
 MICHIGAN LICENSE NO. 10717
 119 WEST BAYVIEW STREET
 BIRMINGHAM, MICHIGAN 48404

ROOSEVELT BRIDGE
 CRAWFORD COUNTY
 CITY OF PORTLAND, OTTAWA COUNTY
 1-4-93 DMB RMB 3-7

MECHANICAL INFORMATION
 ON P. 71 - ELEVATION 353.44
 ON SHEET 16 SOUTH SIDE OF
 POUCH FILE WITH AN INDICATIVE
 COMMENT.



LEGEND

- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
- OWNERSHIP LINES ARE NOT TO EACH OTHER UNLESS OTHERWISE NOTED.

NO.	WESTING	EASTING	NO.	WESTING	EASTING
1	5000.000	5000.000	21	5425.695	4534.281
2	4996.456	4855.547	22	5320.000	4504.531
3	4978.212	4620.265	23	5404.622	4491.975
4	5013.234	4608.265	24	5354.425	4729.455
5	5429.212	4620.265	25	5410.278	4729.292
6	5424.000	4257.004	26	5378.096	4620.290
7	5424.000	4257.004	27	5378.132	4620.291
8	5326.726	4620.265	28	5142.512	4620.292
9	5326.726	4620.265	29	5300.224	4493.797
10	5325.022	4711.818	30	5300.224	4500.895
11	5325.022	4711.818	31	5312.725	4441.529
12	5048.246	4507.912	32	5312.464	4428.540
13	5048.246	4517.629	33	5312.260	4528.540
14	5189.421	4519.804	34	5313.026	4648.118
15	5275.242	4572.181	35	5311.115	4624.112
16	5204.246	4702.186	36	5296.027	4648.625
17	5280.022	4709.202	37	5287.122	4622.620
18	5283.046	4704.204	38	5284.046	4648.122
19	5283.046	4709.202	39	5283.121	4621.121
20	5283.046	4621.121			

POINT NUMBER 1 IS THE BARE POINT FOR THE CORNER OF SECTION 9 WITH AN ASSIGNED VALUE OF 5000 NORTH AND 5000 EAST.

NOTES:
 THE FOLLOWING ITEMS ARE LIMITED COMMON ELEMENTS:-
 ALL DECKS, STOPS, SIDEWALKS TO BUILDING ENTRANCES,
 AND BUILDING DRIVEWAYS.

THE STORAGE BUILDING ATTACHED TO THE SIDE OF BUILDING "C" AND BRANDED WELL, PUMP AND RELATED EQUIPMENT ARE GENERAL COMMON ELEMENTS.

THE STORAGE BUILDING AND ALL APPURTENANT PARKING AREAS, DRIVEWAYS, DRIVEWAYS AND SERVICE ROADS "WEST" OF BUILDING 1, BUILDINGS 1 AND 5

THE FOLLOWING BUILDINGS AND ALL APPURTENANT PARKING AREAS, SIDEWALKS, DRIVEWAYS AND SERVICE ROADS "EAST" OF BUILDING 1 AND ARE CONTRACTIBLE UNLESS IF NOT BUILT, BUILDINGS C THRU D

THOMAS E. JOHNSON
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOHNSON ENGINEERING, INC.
 112 WEST BAYVIEW STREET
 SPRING LAKE, MICHIGAN 49456



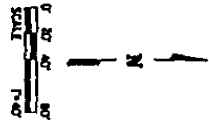
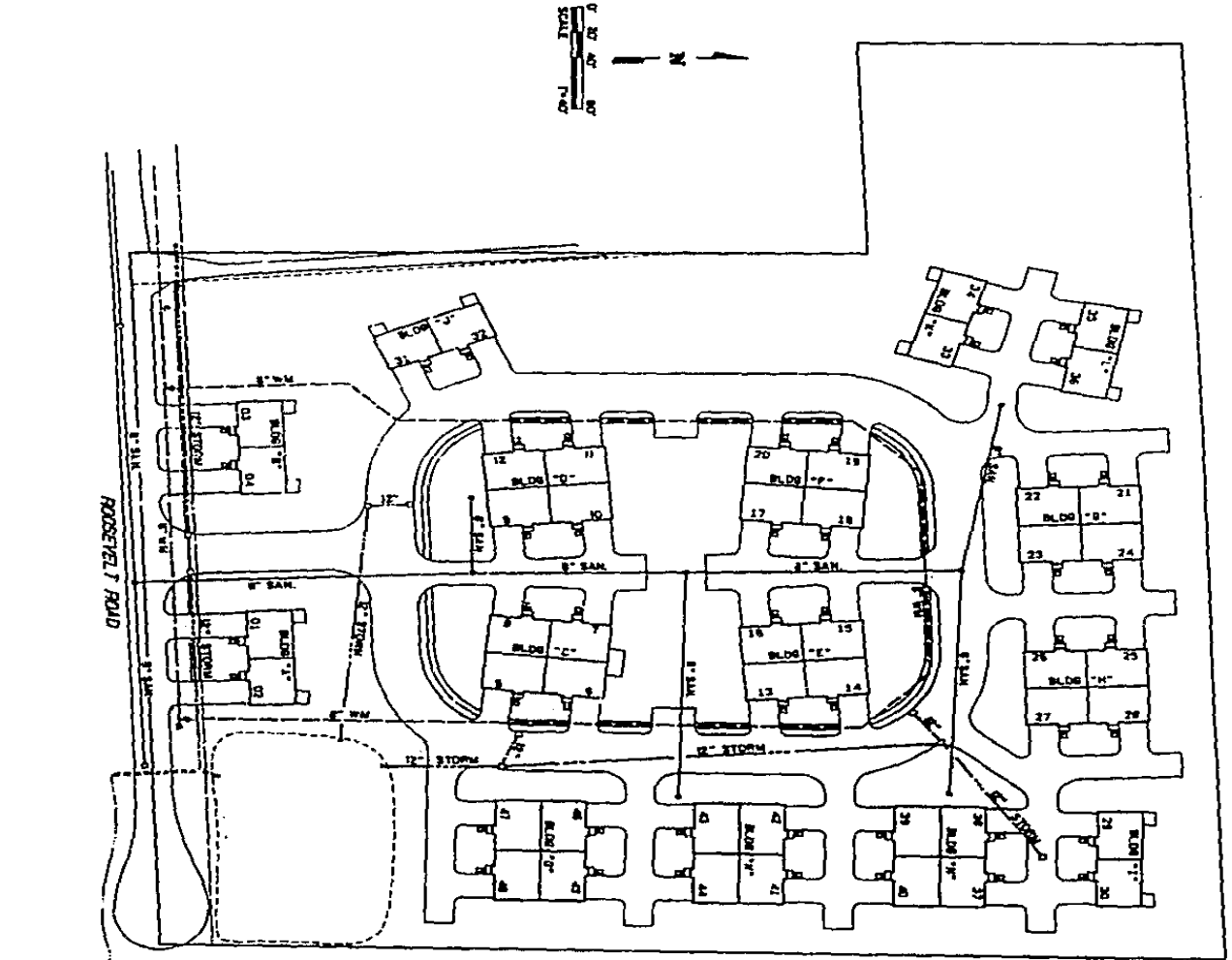
PROPOSED DATED: 1-6-83

THIS SHEET PREPARED BY

 JOHNSON ENGINEERING, INC.
 112 WEST BAYVIEW STREET
 SPRING LAKE, MICHIGAN 49456

SITE PLAN

ROOSEVELT RIDGE
 CONDOMINIUM
 CITY OF GREENSBORO, OTTAWA COUNTY
 1-1-83 048 7 0901 507



CSX (C & D) RAILROAD RIGHT-OF-WAY

UTILITY - SOURCE OF LOCATION
 SANITARY SEWER - JENSEN ENGINEERING
 STORM SEWER - JENSEN ENGINEERING
 PUBLIC WATER - JENSEN ENGINEERING
 GAS - MIDLAND GAS UTILITIES CO.
 ELECTRIC - CHRYSLER POWER CO.
 TELEPHONE - NICHOLSON BELL
 CABLE TELEVISION - WESTBANK CABLE TV


NOTES
 THE SHOWN BUILDING ATTACHED TO THE SIZE OF BUILDING "C" AND PERIMETER WALL, POPE AND RELATED EQUIPMENT ARE FEDERAL COMMON ELEMENTS.
 THE FOLLOWING BUILDINGS AND UTILITIES SERVING THEM "WAS" BE BUILT: BUILDING 1 AND 2
 THE FOLLOWING BUILDINGS AND UTILITIES SERVING THEM "WAS" NOT BE BUILT: BUILDING 3 THRU 9
 THE LOCATION OF THE GAS, ELECTRIC, TELEPHONE AND CABLE TV SERVICE LINES IS NOT KNOWN AT THIS TIME AND WILL BE SHOWN ON THE AS-BUILT PLAN UPDATE.
 UTILITIES AS SHOWN INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY AS DISCLOSED BY THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETION OR OCCUPANCY THEREOF.
 UTILITY ELEMENTS ARE SHOWN ON THE SANITARY PLAN.
 ALL UTILITIES SHALL HAVE SEPARATE WRITING AND SERVICE RECORDS. ONLY SANITARY SEWER SERVICE LATERALS WILL BE SHOWN BY DATE.

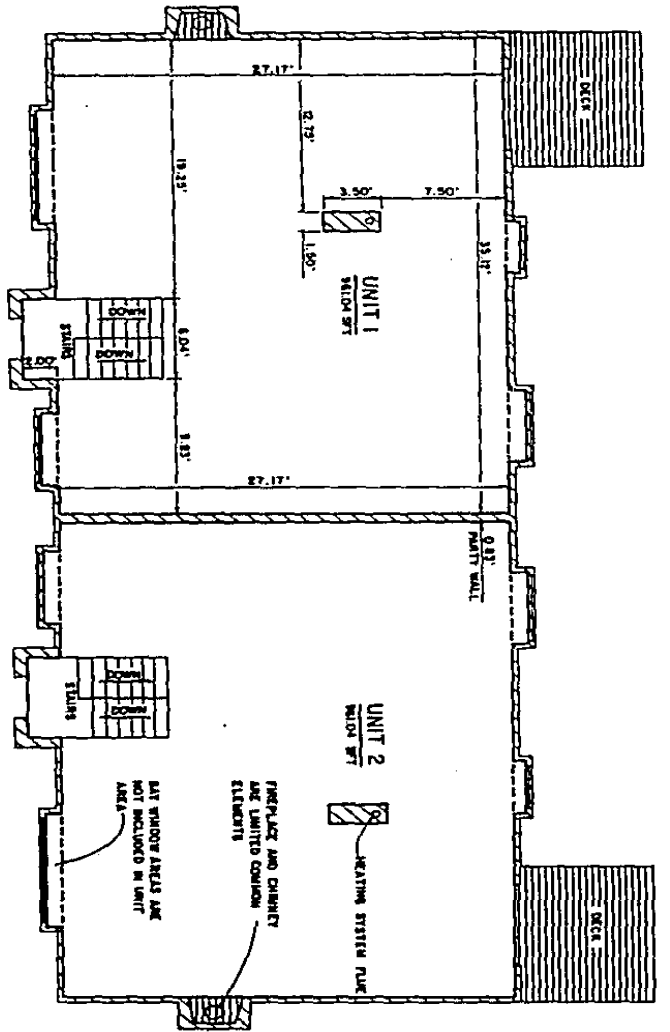
- LEGEND**
- SANITARY SEWER
 - STORM SEWER
 - WATERMAIN
 - GAS MAIN
 - UNDERGROUND ELECTRIC TELEPHONE CABLE
 - TV (ALL SHALL HAVE THROUGH LATERALS NOTED)
 - ONE INCH OR SMALLER VALVE
 - MANHOLE
 - CATCHBASIN
 - ELECTRIC METERS
 - GAS METERS
 - WATER METERS - LOCATED IN UNIT
 - WATER VALVE



THOMAS E. JENSEN
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18495
 JENSEN ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 48506

UTILITY PLAN

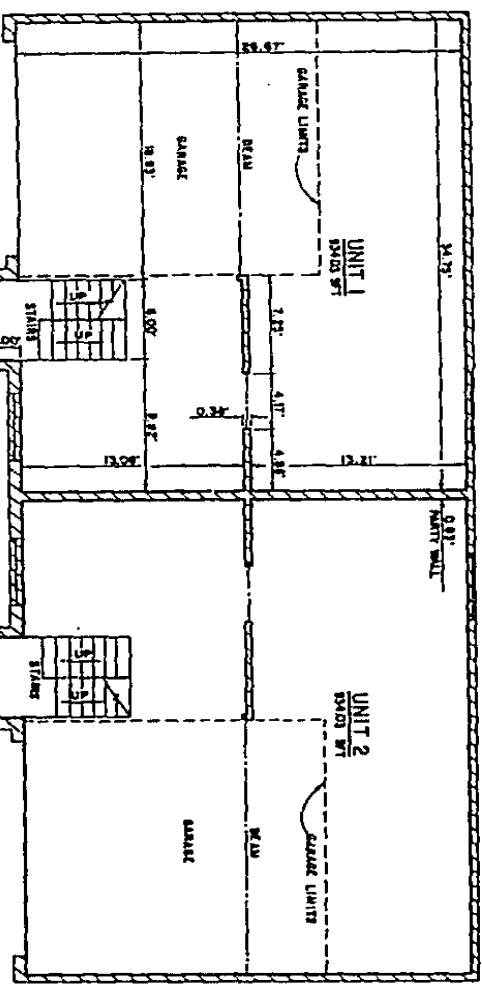
PREPARED DATED 1-6-83
 THIS SHEET PREPARED BY

 JENSEN ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 48506
 ROOSEVELT RIDGE
 CONDOMINIUM
 CITY OF FERRISBURGH, OTTAWA COUNTY
 1-6-83 SHEET 1 OF 7 4-7



UNIT 1	UNIT 2	UNIT 1	UNIT 2
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- OWNERSHIP LINES ARE SHOWN TO EACH OTHER UNLESS OTHERWISE NOTED.
- LOAD BEARING BEAMS AND WALLS ARE GENERAL COMMON ELEMENTS.
- ALL DUPLEX UNIT AREAS AND DIMENSIONS ARE TYPICAL UNLESS OTHERWISE NOTED.
- SUBDIVISIONS/UNITS THAT "MIGHT BE BUILT" OR "MAY NOT BE BUILT" ARE INDICATED ON THE SITE PLAN SHEET.



SCALE
1" = 4'



THOMAS E. JOHNSON
REGISTERED LAND SURVEYOR
RESTRICTION NUMBER 18425
JOHNSON ENGINEERING, INC.
113 WEST SAYLOR STREET
SPRING LAKE, MICHIGAN 49456

DUPLEX FLOOR PLANS

PROPOSED DATED: 1-8-83
THIS SHEET PREPARED BY:
JOHN J. JOHNSON ENGINEERING, INC.
113 WEST SAYLOR STREET
SPRING LAKE, MICHIGAN 49456
ROOSEVELT RIDGE
CONDOMINIUM
CITY OF ROOSEVELT, OTTAWA COUNTY
1-8-83 DWS 5-1

