

2014-0039227

FILED/SEALED FOR RECORD IN

OTTAWA COUNTY, MI

JUSTIN F. ROEBUCK

COUNTY CLERK/REGISTER OF DEEDS

11/06/2014 AT 9:04 AM

MASTER DEED 177.00

MASTER DEED

for

COPPER RIDGE

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

Ottawa County Condominium Subdivision Plan No. 582

- (1) Master Deed for Copper Ridge, a condominium project.
- (2) Exhibit A to Master Deed: Bylaws of Copper Ridge, as required by Act 59, Public Acts of 1978, as amended.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Copper Ridge, as required by Act 59, P.A. 1978, as amended.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (5) Exhibit D to Master Deed: Consent to Submission of Real Property to Condominium Project.

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

THIS MASTER DEED WAS PREPARED BY:

BUCKMAN MacDONALD BAUER & BROWN PC 217 East 24th Street, Suite 201 Holland, Michigan 49423 (616) 394-4276

MASTER DEED

for

COPPER RIDGE

ACE BUILDERS, INC., a Michigan corporation, of 549 Jasmine Drive, Holland, Michigan 49423 (the "Developer"), has executed this MASTER DEED as of November 4, 2014, pursuant to the provisions of the Michigan Condominium Act, as amended.

Recitals:

- A. The Developer desires to establish the real property described in Article IV below, and all appurtenances to it, together with all improvements at any time located upon that property, as a condominium project under the Act.
- B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, to accomplish this purpose.

ARTICLE I

DEFINITIONS

When used in any of the Condominium Documents, or in any other instrument pertaining to the Condominium Project or the creation or transfer of any interest in it, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

- 1.1 "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- 1.2 "Association" means the Copper Ridge Association, a nonprofit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.
 - 1.3 "Board of Directors" or "Board" means the board of directors of the Association.
- 1.4 "Condominium Bylaws", "Bylaws" and "Exhibit A" mean the bylaws for the Condominium Project and the Association that are attached to this Master Deed, which (i) set forth the rights and obligations of the Co-owners and are required by the Act to be recorded as part of this Master Deed, and (ii) govern the operation of the Association.

- 1.5 "Common elements," where used without modification, means both the general and limited common elements, as defined in Article V hereof.
- 1.6 "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
- 1.7 "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium Project as described below.
- 1.8 "Condominium Project," "Condominium," or "Project" means Copper Ridge, which is a condominium project established pursuant to the Act.
 - 1.9 "Condominium Subdivision Plan" means Exhibit B hereto.
- 1.10 "Condominium unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Article VI hereof and on Exhibit B hereto.
- 1.11 "Co-owner," "owner" or "member" each means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns legal or equitable title to a condominium unit (including land contract vendees not in default under the terms of their land contracts) within the Condominium Project, and is, therefore, a member of the Association.
- 1.12 "Developer" means Ace Builders, Inc., a Michigan corporation, and its successors and assigns.
 - 1.13 "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are incorporated by reference and made a part hereof.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, it shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE II

DEDICATION

By executing and recording this Master Deed, the Developer establishes Copper Ridge as a condominium project under the Act. Once established, the Condominium Project shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized, subject to (i) the provisions of this Master Deed, and (ii) the Act. The provisions of this Master Deed shall run with the land included in the Condominium Project and bind the Developer, and all persons acquiring or owning an interest in the Condominium Project, or in the real estate dedicated to the

Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives. The remainder of this Master Deed has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE III

TITLE AND NATURE

The Condominium Project shall be known as Copper Ridge, Ottawa County Condominium Subdivision Plan No. Such architectural plans and specifications as may exist for the Condominium Project will be filed with Zeeland Township, Ottawa County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each unit, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and is intended for separate ownership and use, as evidenced by individual entrances from and exits to either (a) a common element of the Condominium Project, or (b) public rights-of-way or property connecting with public rights-of-way. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the general common elements.

ARTICLE IV

LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established hereby is legally described as follows:

That part of the SW 1/4 of Section 25, T5N, R14W, Zeeland Township, Ottawa County, Michigan, described as: Beginning at the Southwest corner of said Section; thence N0°28'00"E 509.50 feet along the West line of the SW 1/4 of said Section; thence S67°44'58"E 297.25 feet; thence N89°32'00"E 353.35 feet; thence S56°31'13"E 123.97 feet; thence S18°30'42"E 169.75 feet; thence N88°34'49"W 138.59 feet; thence S0°28'00"W 190.00 feet; thence N88°34'49" 650.00 feet along the South line of the SW 1/4 of said Section to the place of beginning. Subject to highway right of way for Byron Road and 72nd Avenue.

The Developer submits this land to the Condominium Project together with and subject to easements, restrictions, and governmental limitations of record, and easements set forth on the Condominium Subdivision Plan attached as Exhibit B or as declared and reserved in Article VII, below.

Ottawa County Treasurer's Office 16.04
The records in my office show no unpaid taxes or special assessments for the five years preceding 2013 involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE denials or tax tribunal judgements.

Bradley J. Slagh, Treasurer

ARTICLE V

COMMON ELEMENTS

- 5.1 <u>General Common Elements</u>. The general common elements are:
- (a) The land, yards, lawns, and landscaping throughout the Condominium Project.
- (b) The building foundations, supporting columns, bearing walls, joists, beams, girders, trusses, rafters, roofs, unit perimeter walls (excluding doors and windows therein) and other building structural members depicted upon the Condominium Subdivision Plan;
- (c) The airspace between the underside of the roof and the ceiling (except any limited common elements contained therein);
- (d) The main electrical distribution system throughout the Condominium Project (excluding facilities which serve individual units);
- (e) The telephone wiring system throughout the Condominium Project (excluding facilities which serve individual units);
 - (f) The storm water sewer system throughout the Condominium Project;
- (g) The sanitary sewer system throughout the Condominium Project (excluding facilities which serve individual units);
- (h) The municipal water system throughout the Project (excluding facilities which serve individual units);
- (i) The gas distribution network throughout the Condominium Project (excluding facilities which serve individual units);
- (j) Any cable television wiring throughout the Condominium Project (excluding facilities which serve individual units);
- (k) The road, parking areas, and sidewalks shown on the Condominium Subdivision Plan as general common elements;
- (l) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium Project as a whole.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be general common elements only to the extent of the co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest.

- 5.2 <u>Limited Common Elements</u>. The limited common elements, which, except as otherwise provided in this Section 5.2, shall be appurtenant to the unit or units to which they are attached or adjacent or which they service (or which they are considered by Exhibit B to benefit) and limited in use to the owners of such unit or units, or their designees, are:
 - (a) The deck, patio, porch, balcony, and/or stoop appurtenant to each unit;
- (b) The interior surfaces (including drywall and plaster, as applicable) of (i) perimeter walls (including doors and windows therein), (ii) ceilings, and (iii) floors contained within a unit or limited common element;
- (c) Ceiling components, subfloors, and doors and windows in unit and limited common element perimeter walls;
 - (d) Garage interior spaces;
- (e) The driveway leading to the garage and the sidewalk leading to the porch, which are appurtenant to the unit(s) they service;
- (f) The portion of the interior wall of each unit containing the furnace and hot water heater flues and plumbing and other lines and equipment, and the portion of the perimeter walls which contain fire place flues, which areas are restricted in use to the co-owner of the unit which benefits therefrom:
- (g) Any separate heating and/or air conditioning unit (including ducts), water heater, compressor and similar or related facilities located within or serving only an individual unit;
- (h) All electrical service conductors, service equipment, devices and branch circuits that serve only an individual unit, up to the point of connection with electrical fixtures within such unit;
- (i) All telephone wiring serving only an individual unit, up to the point of connection with telephones and other devices within such unit;
- (j) All portions of the sanitary sewer system serving only an individual unit, up to the point of connection with fixtures within such unit;
- (k) All portions of the water distributing system serving only an individual unit, up to the point of connection with plumbing fixtures within the unit;
- (l) All gas lines serving only an individual unit, up to the point of connection with gas fixtures or appliances within such unit;

- (m) All portions of the cable communications network, if any, serving only an individual unit, up to the point of connection with cable communications outlets within such unit:
 - (n) The mailbox servicing each unit; and
- (o) In the event that a co-owner or Developer incorporates materials or improvements other than those offered in the Developer's standard unit plan into his or her unit's perimeter walls or in areas that are common elements under this Article V (subject to all limitations and restrictions and only in accordance with all applicable provisions contained in this Master Deed, the Condominium Bylaws, and the Rules and Regulations, if any, adopted by the Association), then in either of such events, such materials or improvements, as the case may be, shall be limited common elements limited in use to the co-owner of the unit to which such limited common elements appertain.

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

- 5.3 <u>Upkeep of Common Elements</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements, of certain appliances and for the payment of utility bills are as follows:
- (a) The cost of decorating, maintaining, cleaning, repairing, and replacing all limited common elements shall be borne by the co-owner of the unit to which such limited common elements appertain, except that the painting and/or staining of the decks, patios, porches and/or balconies identified in Section 5.2(a) above, and the structural repair and replacement of the driveways and sidewalks identified in Section 5.2(e) above, shall be the responsibility of the Association.
- (b) The cost of maintaining, decorating, cleaning, repairing, and replacing all general common elements shall be borne by the Association, unless the need for maintenance, repair, or replacement is due to the act or neglect of a co-owner or his agent, guest, invitee, or employee, or animals kept by any of them, for which such co-owner shall be wholly responsible and shall reimburse the Association upon demand. The Association may assess any such unpaid charges against the co-owner and collect them in accordance with the Condominium Bylaws. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association or by the general common elements shall be repaired at the expense of the Association.
- (c) The cost of decorating, maintaining, cleaning, repairing, and replacing the internal unit fixtures and other items of personal property within a unit, as applicable, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

- (d) Each co-owner shall be responsible for payment of the utilities attributable to his unit.
- (e) Any required decorating, maintenance, repair, or replacement (the cost of which is to be borne by the co-owner), if not performed by the co-owner, may be performed by or under the direction of the Association, and the cost may be assessed against the responsible co-owner and collected by the Association in accordance with the Condominium Bylaws.

5.4 Use of Units and Common Elements.

- (a) No co-owner shall use his unit or the common elements in any manner (i) inconsistent with the purposes of the Condominium Project or (ii) which will unreasonably interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.
- (b) No co-owner shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his unit by reason of non-use or waiver of use of the common elements or by the abandonment of his unit.
- 5.5 <u>Environmental Control Committee</u>. The decoration and maintenance of all common elements, except the decoration of those common elements located solely within a unit (but this exception shall not include windows or other portions visible from the exterior), are subject to such written standards as may be established by the Board of Directors of the Association or its Environmental Control Committee, if the Board determines to appoint such a Committee.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGES OF VALUE

- 6.1 <u>Description</u>. A description of each unit is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space contained within the interior surface of the finished, unpainted, perimeter walls and ceilings and from the unfinished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines, but not any common elements contained therein.
- 6.2 Formula for Percentages of Value. The total value of the Project is one hundred percent (100%). All units are hereby assigned an equal percentage of value, because all units are expected to have equal allocable expenses of maintenance. This percentage of value shall be determinative of the proportionate share of each unit in the proceeds and Expenses of Administration, the value of each unit's vote at meetings of the Association, and of such unit's individual interest in the common elements.

ARTICLE VII

EASEMENTS

7.1 Easements for Maintenance and Related Matters. If all or any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of a building, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, then reciprocal easements, respectively benefiting and burdening each such unit, shall exist for maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. In addition, reciprocal easements shall exist for a change of boundaries due to shifting, settling, or moving of the building. However, this Section 7.1 shall not be construed to allow or permit any encroachment upon, or an easement for encroachment upon, units (if any) described in this Master Deed as being comprised of land and/or air space above and/or below such land, without the consent of the co-owner of the unit to be burdened by the encroachment or easement. There shall also be permanent easements to, through, over, under, and across the Condominium Premises, including all units and interior walls, (1) for the maintenance and repair (including replacement) of common elements, which easements shall be administered by the Association, and (2) as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project including, but not necessarily limited to, light, heat, power, sewer, water, and communications. Every portion of a 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. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any common element of the Condominium Project for utility, roadway, construction or safety purposes.

7.2 Easements Retained by Developer.

- (a) <u>Ingress and Egress</u>. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises and the Expansion Land, in furtherance of construction and development of the Condominium Project and the Expansion Land (regardless of whether it is added to the Condominium Project) or any purpose described in this Section 7.2.
- (b) <u>Use of Facilities</u>. The Developer, and its duly authorized agents, representatives and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.
- (c) <u>Easements to be Clear</u>. No structures will be erected within any general or limited common element which will interfere with the rights of ingress and egress provided above. Any fences, paving, or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, or drains, and neither Developer nor Developer's agents will have liability for such removal.

- (d) <u>Drainage</u>. No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.
- (e) <u>Repair and Replacement</u>. The Developer retains for the benefit of itself and representatives of Zeeland Township, and any utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, maintain, repair, replace, or inspect facilities within the purview of their responsibilities.
- (f) <u>Hook-Up of Utilities</u>. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors, and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or in the future located on the property described in Article IV of this Master Deed to service all or any portion of the Condominium Project, and all real estate in the vicinity of the Condominium Project now owned or in the future acquired by Developer, regardless of whether such utilization is in connection with the Condominium Project. If Developer or its successors or assigns utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall pay all expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such activities.
- (g) <u>Utility Lines</u>. All electrical, cable, telephone and other utility lines or services shall be placed underground.
- 7.3 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. No easement for a utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.
- 7.4 <u>Financial Support of Easements</u>. The Association shall financially support all easements set forth in this Article VII or otherwise pertinent to the Condominium Project, regardless of the rights of others to utilize such easements.

ARTICLE VIII

AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B, or any other

Condominium Document, be amended, except as follows, or as provided in the Condominium Document sought to be amended.

8.1 Methods and Conditions.

- (a) The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners (and the Board, to the extent permitted by the Condominium or Association Bylaws), hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments which do not materially alter or change the rights of a co-owner or mortgagee include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance for such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.
- (b) This Master Deed, the Condominium Bylaws (subject to the restrictions set forth in Article X thereof), and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, either pursuant to Subsection 8.1(g) below or by an affirmative vote of two-thirds (2/3) of the votes of the co-owners and two thirds (2/3) of the first mortgagees. A co-owner will have one vote for each unit owned, including, as to the Developer, all units created by the Master Deed but not yet conveyed. A mortgagee shall have one vote for each unit against which it holds a duly recorded first mortgage or a duly recorded assignment of a first mortgage. The required votes may be achieved by written consents or by votes at any regular annual meeting or a special meeting called for such purpose, or a combination of votes and consents; provided, however, that the vote of mortgagees shall be obtained in the manner set forth in Section 90a of the Act, as amended from time to time, or any similar, successor provision of law.
- (c) The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements, if any, may not be modified without the co-owner's consent.
- (d) In no case, unless (i) all mortgagees entitled to vote, (ii) all co-owners (other than the Developer), and (iii) the Developer (if at the time it owns any units) have given their prior written approval, shall the Association be entitled by any act or omission to seek to abandon or terminate the Condominium Project.
- (e) The restrictions contained in this Article VIII on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.
- (f) Co-owners shall be notified in writing, at their addresses reflected on the Condominium records, of proposed amendments not less than ten (10) days before the amendment is recorded.

- (g) Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:
- (i) amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- (ii) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;
- (iii) To clarify or explain the provisions of this Master Deed or its exhibits;
- (iv) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium;
- (v) To create, grant, make, define or limit easements affecting the Condominium Premises;
- (vi) To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act; and
- (vii) To terminate or eliminate reference to any right which Developer has reserved to itself herein; and
- (viii) To make alterations described in Article IX below, or to contract the Condominium Project pursuant to Article X below, even if the number of units in the Project would be reduced by such alteration or contraction.

Amendments of the type described in this subsection may be made by the Developer without the consent of co-owners or mortgagees, and any co-owner or mortgagee having an interest in a unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(h) The rights reserved to Developer in this Master Deed or in the Condominium Bylaws attached hereto as Exhibit A may not be amended except by or with the consent of the Developer.

8.2 Recording.

- (a) An amendment to this Master Deed shall not be effective until the amendment is recorded.
 - (b) A copy of the recorded amendment shall be delivered to each co-owner.

8.3 <u>Costs.</u> A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners and mortgagees, based upon the Advisory Committee's decision, or based upon Section 6.3 of the Condominium Bylaws, the cost of which shall be considered Expenses of Administration.

ARTICLE IX

ALTERATIONS; CONVERTIBLE AREA

- Alterations. Until the Developer has sold all of the units in the Condominium 9.1 Project, it may, in its discretion, (1) modify the dimensions of unsold units, the general common elements and limited common elements appurtenant to any unit, by enlargement, combination, division or reduction in size or relocation of boundaries between units, and (2) make such structural alterations as it considers necessary or appropriate to any unsold units or common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. All space in the Condominium Project, since it is or could be affected by such a modification or structural alteration, is hereby designated as "convertible area," whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefore may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person. No unit altered or modified in accordance with the provisions of this Article shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust percentages of value for all units in a manner which gives recognition to such unit or common element modifications and the method of determination of percentages of value for the Condominium Project described in Section 6.2 above.
- 9.2 <u>Consent; Amendment.</u> All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be considered to have unanimously consented to an amendment or amendments to this Master Deed to effectuate the foregoing, including, subject to the limitations set forth herein, the proportionate reallocation of the percentages of value assigned to each unit as a consequence. All such interested persons irrevocably appoint Developer or its successors or assigns as their agent and attorney for the purpose of executing such amendment or amendments to the Condominium Documents necessary to effectuate the foregoing.

ARTICLE X

ENLARGEMENT OF CONDOMINIUM

The Condominium is not expandable, except as permitted by Section 67 of the Act.

ARTICLE XI

CONVERTIBLE AREA

The Condominium is not convertible, except to the extent provided in Article IX, Section 9.1, above.

ARTICLE XII

CONTRACTION OF CONDOMINIUM

The Condominium is not contractible, except as permitted by Section 67 of the Act.

ARTICLE XIII

LIMITATION OF LIABILITY

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

ARTICLE XIV

CONTROLLING LAW

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

ACE BUILDERS, INC.

By: Wy / ph

STATE OF MICHIGAN) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me on November 4, 2014, by Jerry Overbeek, the President of Ace Builders, Inc., a Michigan corporation, on behalf of the corporation.

Notary Public, Offawa County, Michigan My Commission expires: March 15, 2015

Acting in Offawa County, Michigan

THIS MASTER DEED WAS PREPARED BY:

Kurt S. Bauer BUCKMAN MacDONALD BAUER & BROWN PC 217 East 24th Street, Suite 201 Holland, Michigan 49423 (616) 394-4276

EXHIBIT C TO MASTER DEED

AFFIDAVIT OF MAILING

STATE OF MICHIGAN))ss.		
COUNTY OF OTTAWA)		
Andrea Vanderleest, being duly sworn, deposes and says that:		
1. She is employed by the law firm of Buckman MacDonald Bauer & Brown PC,		
and acts as secretary to Kurt S. Bauer, attorney for the Developer of Copper Ridge.		
2. On August 25, 2014, notices were mailed to five (5) governmental agencies as		
required by Section 71 of the Michigan Condominium Act.		
Further deponent saith not. Andrea C. Vanderleest		
The foregoing instrument was acknowledged before me this 25th day of August, 2014, by Andrea C. Vanderleest.		
Ottawa County, Michigan My Commission Expires: March 15, 2015 Acting in Ottawa County, Michigan		

EXHIBIT D TO MASTER DEED

CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM PROJECT

ACE BUILDERS, INC., a Michigan corporation, as Developer, intends to establish a condominium project by recording the Master Deed of Copper Ridge in the office of the Ottawa County Register of Deeds, submitting to condominium ownership the real property in the Township of Zeeland, Ottawa County, Michigan, described therein (the "Property"). THE BANK OF HOLLAND, a Michigan State Chartered Bank, is interested in the Property as Mortgagee under a certain Mortgage recorded on October 9th, 2014 and recorded in Instrument Number: 2014 - 0035534 of Ottawa County Records.

Accordingly, THE BANK OF HOLLAND, as Mortgagee, hereby consents to the submission of the Property to the condominium project described and set forth in said Master Deed; acknowledges that a program has been agreed upon with the Developer for the release of individual condominium units at the time of closing on sale; and consents to the recordation of said Master Deed in the Office of the Register of Deeds for Ottawa County, Michigan.

Dated: November 4th, 2014	THE BANK OF HOLLAND a Michigan State Chartered Bank
	By: Nichael Eling Its: Business Banker
STATE OF MICHIGAN) ss.	
COUNTY OF OTTAWA)	
The foregoing instrument was acknowledge by Michael Elina, the Winess State Chartered Bank, on behalf of said bank by authors.	Ganker of The Bank of Holland, a Michigan
Drafted by: Kurt S. Bauer BUCKMAN MACDONALD BAUER & BROWN 217 East 24 th Street, Suite 201 Holland, MI 49423 (616) 394-4276	Notary Public O Tour County, Michigan My Commission expires: Acting in O Tour County

BETH A VANDERWEG
Notary Public, State of Michigan
County of Ottawa
My Commission Expires Sept. 29, 2020
Acting in the County of