

**DELIVERED**

**JAN 23 2008**

**KALAMAZOO COUNTY REGISTER OF DEEDS**



**2008-002289**  
Page: 1 of 51  
01/23/2008 01:40P

51

**MASTER DEED OF HUNTINGTON HILLS**  
**(Pursuant to the Condominium Act, MCL 559.101 et seq.)**

Kalamazoo Condominium Subdivision Plan No. 229 containing

1. Master Deed establishing Huntington Hills, a Condominium Project;
2. form A to Master Deed: Condominium Bylaws of Huntington Hills;
3. form B to Master Deed: Condominium Subdivision Plan for Huntington Hills;
4. form C to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership;  
and
5. form D to Master Deed: Affidavit of Mailing for Notices required by MCL 559.171.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(s).

This document drafted by and after recording return to:

Michael J. Hutchinson (P54820)  
MICHAEL J. HUTCHINSON, PLC  
P.O. Box 237  
Oshtemo, MI 49077  
269-381-0803

cert 226500  
cert 4639.07.08.350.012

MASTER DEED of HUNTINGTON HILLS, a Condominium Project

This Master Deed is signed and delivered on Jan. 16, 2008, by MPDV, LLC, a Michigan limited liability company, of 3245 South 8<sup>th</sup> Street, Kalamazoo, Michigan (the "Developer"), on the terms and conditions set forth below.

**Section 1. ESTABLISHMENT OF CONDOMINIUM**

**1.1 Project.** Developer is engaged in the development of a condominium project to be known as HUNTINGTON HILLS (the "Project"), pursuant to development plans approved by Texas Township, Kalamazoo County, Michigan, on a parcel of land as described in section 2 of this Master Deed (the "Real Property").

**1.2 Establishment of Condominium.** Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as form A and the Condominium Subdivision Plan attached as form B (both of which are hereby incorporated by reference and made a part hereof) to establish the Real Property described in section 2, together with the improvements located and to be located on the Property, as a condominium project (the "Condominium") under the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

**1.3 Project Description.** The Project is an open space residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (the "Units"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road and/or common element of the Project.

**1.4 Owner Rights.** Each owner of a Unit (the "Owner") in the Project shall have an exclusive and particular property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

**Section 2. LEGAL DESCRIPTION OF THE PROPERTY**

**2.1 Condominium Property.** The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is situated in Texas Township, Kalamazoo County, Michigan, and is described as follows:

Land situated in the East half of the Southwest quarter and in the West half of the Southeast quarter of Section 8, Town 03 South, Range 12 West, Texas Township, Kalamazoo County, Michigan more particularly described as:

Beginning at a point on the South line of said Section 8, South 89 degrees 46 minutes 35 seconds East 2218.32 feet from the Southwest corner of said Section; thence Northerly at a right angle to said South line, North 00 degrees 13 minutes 25 seconds East 435.60 feet; thence parallel to the South line of the Southwest ¼ of said Section, North 89 degrees 46 minutes 35 seconds West 400.00 feet; thence at a right angle to aforesaid line, South 00 degrees 13 minutes 25 seconds West 140.43 feet; thence at a right angle to aforesaid line, North 89 degrees 46 minutes 35 seconds West 295.17 feet; thence a right angle to aforesaid line, North 00 degrees 13 minutes 25 seconds East 135.24 feet; thence



parallel to the South line of the Southwest ¼ of said Section, North 89 degrees 46 minutes 35 seconds West 203.82 feet to the West line of the East ½ of the Southwest ¼ of said Section 8; thence along said West line, North 00 degrees 09 minutes 05 seconds West 2219.81 feet to the East and West ¼ line of the Southwest ¼ of said Section; thence along said East and West ¼ line, South 89 degrees 48 minutes 37 seconds East 1327.74 feet to the Center ¼ corner of said Section 8; thence along the East and West ¼ line of the Southeast ¼ of said Section, South 89 degrees 49 minutes 42 seconds East 164.31 feet to the East line of the West 10 acres of the Southeast ¼ of said section 8; thence along said East line, South 00 degrees 01 minutes 50 seconds East 2215.71 feet; thence North 89 degrees 42 minutes 40 seconds West 197.56 feet; thence South 00 degrees 11 minutes 24 seconds West 0.04 feet, thence parallel with the South line of the Southwest ¼ of said Section 8, North 89 degrees 46 minutes 35 seconds West 200.00 feet; thence South 00 degrees 11 minutes 24 seconds West 435.60 feet to the South line of said Section; thence along said South line, North 89 degrees 46 minutes 35 seconds West 191.06 feet to the point of beginning.

Said parcel contains 78.638 acres (3,425,456 square feet) more or less.

Subject to easements and restrictions apparent and of record

**2.2 Beneficial Easements.** Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on form B.

### Section 3. DEFINITIONS

**3.1 Definitions.** Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Huntington Hills Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

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

b. *Affiliate of the Developer* means any person who controls, is controlled by, or is under common control with the Developer. A person is controlled by another person if the person is a general partner, officer, member, director, or employee of the person, directly or indirectly, individually or with one (1) or more persons or subsidiaries owns, controls, or holds power to vote more than twenty percent (20%) of the person, controls in any manner the election of a majority of directors of the person, or has contributed more than twenty percent (20%) of the capital of the person.

c. *Arbitration Association* means the American Arbitration Association or its successor.

d. *Association or Association of Owners* means the Huntington Hills Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project. Any action required 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.



e. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.

f. *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 section 4 of this Master Deed.

g. *Condominium Bylaws* means form A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners, which form a part of this recorded document.

h. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

i. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

j. *Condominium Subdivision Plan* or *Subdivision Plan* means form B to this Master Deed, which is the site survey and other drawings depicting the real property and improvements to be included in the Project.

k. *Condominium Unit*, *Site Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

l. *Consolidating Master Deed* means the final amended Master Deed which shall describe Huntington Hills, a Condominium, as a completed Condominium Project and shall reflect all Units and Common Elements therein, which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Kalamazoo County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Huntington Hills, a Condominium.

m. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

n. *Developer* means MPDV, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

o. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

p. *General Common Elements* means the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project, subject to such charges as may be assessed to defray the cost of operation thereof.

q. *Limited Common Elements* means the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

r. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.



s. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Owner in the Common Elements of the Project.

t. *Project or Condominium* means Huntington Hills, a residential site condominium development of thirty-two (32) Units established under the provisions of the Act.

u. *Residential Builder* is a person licensed as a residential builder under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412, as amended.

v. *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 Owners unaffiliated with Developer exceed the votes that Developer may cast.

**3.2 Applicability.** Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

#### Section 4. COMMON ELEMENTS

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

**4.1 General Common Elements.** The General Common Elements are

a. **Real Estate.** The Property referenced in section 2 of this Master Deed (except for that portion of the Property described in section 5.1 constituting a part of a Unit and any portion of the Property designated in form B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** The private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located on Limited Common Elements or within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** The underground sprinkling system for the Common Elements and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

f. **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;



g. **Storm Drainage.** The storm drainage and water retention system throughout the Project;

h. **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project; and

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

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

**4.2 Limited Common Elements.** The Limited Common Elements are

a. **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. **Subterranean Land.** The subterranean land located within Unit boundaries, from and below the surface thereof, as shown on form B, including all utility and supporting lines located on or beneath that land;

c. **Subsurface Improvements.** The portion of any footing or foundation extending below the surface of the surrounding grade level;

d. **Water Wells.** The water well (including well shafts, pumps, and distribution lines) shall be located within or beneath Unit boundaries and serve only the residence constructed on that Unit. Water wells shall be drilled to a depth that provides 70 feet of screen submergence with penetration through 10 feet of continuous clay or in the absence of 10 feet of continuous clay, to a depth that provides 100 feet of screen submergence. This restriction is effective in perpetuity, and can only be amended with the consent of the Kalamazoo County Health and Community Services Department.

e. **Septic Systems.** The septic tank and drain field (including distribution lines) shall be located within or beneath Unit boundaries and serve only the residence constructed on that Unit. Sewage disposal systems will consist of septic tanks and tile trenches. The maximum allowable slope below the sewer tile will be 6 inches. The sewage disposal system design and location for all units will be as shown on the plans date stamped received by the Kalamazoo County Health and Community Services Department on August 14, 2007. This restriction is effective in perpetuity, and can only be amended with the consent of the Kalamazoo County Health and Community Services Department.



f. **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

g. **Delivery Boxes.** The mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

h. **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

i. **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

**4.3 Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk and bike path (if any) crossing the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements other than that described above (including the mowing of all lawn areas accessible to large mowing equipment and the snow plowing of all drives and driveways accessible to truck-mounted equipment) shall be the responsibility of the Association, except for repair or replacement due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet. Notwithstanding any other provision of the Master Deed or the Bylaws, the Association shall be obligated to maintain the roads until such time as they have been dedicated as public roads, including proper snow removal, which directly services all Units upon which dwellings are constructed so that such roads shall be readily accessible to emergency vehicles.

e. **Maintenance by the Association.** While it is intended that each Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the



residence and all other appurtenances and improvements constructed or otherwise located within a Unit, it is nevertheless a matter of concern that an Owner may fail to properly maintain the exterior of his residence or any Limited Common Element appurtenant thereto in a proper manner and in accordance with the standards set forth by the Association.

If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

**4.4 Assignment of Limited Common Elements.** A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

**4.5 Power of Attorney.** By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

**4.6 Boundary Relocation.** The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

Notwithstanding the foregoing, no changes shall be made except in compliance with the requirements of the ordinances of the Charter Township of Texas as they now exist or are hereafter amended.





**4.7 Utilities Connections.** Each Owner will be entirely responsible for arranging for and paying all costs in connection with extension of telephone, electric, gas, sewer, water, and other utility lines by laterals from the mains (if any) to any structures and fixtures located within the Units and their respective Limited Common Elements. In the event that, in the future, it shall be required by a public authority or public authorities to install public sewer and/or public water mains to serve the Condominium and the Units, then the collective costs assessable to the Condominium Premises as a whole for installation of such mains shall be borne by all Owners in proportion to their respective Percentages of Value.

**4.9 Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## Section 5. UNITS

**5.1 Description of Units.** A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above the surface of the land as shown on form B, together with all appurtenances to the Unit.

**5.2 Percentage of Value.** The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The Percentages of Value for each Unit shall be determinative of the undivided interest of an Owner in the Common Elements and of the proportionate share of each Owner's vote at meetings of the Association of Owners. The Percentage of Value assigned to each Unit shall be changed only with the unanimous consent of each institutional holder of a first mortgage and all of the Owners expressed in an amendment to this Master Deed, duly approved and recorded. The percentages of value were determined on a formula based on an allocation of expenses of maintenance which are equal.

**5.3 Unit Modification.** The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit as described in form B to this Master Deed may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. 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 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, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction therewith. All such persons irrevocably grant a Power of Attorney to Developer and its successors for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.



Notwithstanding the foregoing, no changes shall be made except in compliance with the requirements of the ordinances of the Charter Township of Texas as they now exist or are hereafter amended.

### **Section 6. NONEXPANDABILITY OF THE CONDOMINIUM**

The Project is not an expandable project under the Michigan Condominium Act.

### **Section 7. NONCONTRACTIBILITY OF CONDOMINIUM**

The Project is not a contractible project under the Michigan Condominium Act.

### **Section 8. EASEMENTS**

**8.1 Easements for Maintenance and Repair.** If any portion of a Unit or Common Element encroaches on 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 the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) 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 reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

**8.2 Easements Reserved by Developer.** Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in section 6 and

b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

### **Section 9. AMENDMENT, TERMINATION, AND WITHDRAWAL**

**9.1 Preconveyance Amendments.** If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

**9.2 Postconveyance Amendments.** If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:



a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and forms A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** 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 on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

**9.3 Project Termination.** If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than eighty percent (80%) of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the 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 Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective



undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

**9.4 Withdrawal of Property.** Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

#### **Section 10. ASSIGNMENT OF DEVELOPER RIGHTS**

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

#### **Section 11. COMPLIANCE WITH LOCAL ORDINANCES**

The development and use of the land within the Real Property constituting the Project is subject to the ordinances of the Charter Township of Texas as they now exist or are hereafter amended.

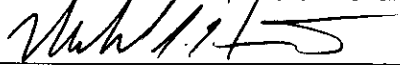
This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

MPDV, LLC

By   
Bradley Roche  
Its President

STATE OF MICHIGAN     )  
KALAMAZOO COUNTY    )

Acknowledged before me in Kalamazoo County, Michigan on Jan. 16, 2008, by Bradley Roche, the President of MPDV, LLC on behalf of the company.

/s/   
Michael J. Hutchinson

Notary public, State of Michigan, County of Kalamazoo.

My commission expires October 4, 2008.

Acting in the County of Kalamazoo.



Form A

# Huntington Hills Condominium Bylaws

 2008-002289  
Page: 14 of 51  
01/23/2008 01:40P  
MICHAEL HUTCHINSON MSDE-Kalamazoo ROD

# HUNTINGTON HILLS CONDOMINIUM BYLAWS

## Section 1. THE CONDOMINIUM

**1.1 Organization.** HUNTINGTON HILLS is a residential site condominium project located in Texas Township, Kalamazoo County, Michigan (the "Condominium"), and shall be administered by an association of Owners (the "Association") which shall be organized as a nonprofit corporation under the laws of the State of Michigan. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in the Association in accordance with the Master Deed, these Condominium Bylaws, the Association's Articles of Incorporation, Association Bylaws, Rules and Regulations of the Association, and all applicable local ordinances and the laws of the State of Michigan, including the Michigan Condominium Act (the "Act"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

**1.2 Compliance.** All present and future Owners (who shall be "Members" of the Association as provided in Section 2.1 below; the terms "Member" and "Owner" are used interchangeably herein), 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 the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the taking of a mortgage, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

**1.3 Definitions.** All terms used herein shall have any special meaning attributed to such terms in the Master Deed or set forth in the Act.

## Section 2. MEMBERSHIP AND VOTING

**2.1 Membership.** Each Owner of a Unit in the Project, present and future, shall be a Member of the Association during the period of ownership, and no other person or entity will be entitled to membership. Neither Association Membership nor the share of a Member in the Association funds and assets shall be assigned, pledged, or transferred in any manner, except as an appurtenance to a Condominium Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

**2.2 Voting Rights.** Except as limited in the Master Deed and in these Bylaws, the Members owning each Unit shall collectively 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 in the Master Deed, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

**2.3 Eligibility to Vote.** No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.1) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

**2.4 Designation of Voting Representative.** The person entitled to cast the vote for each 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 a Unit and filed with the secretary of the



Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

**2.5 Proxies.** Votes may be cast in person, via telecommunications equipment as provided in the Association Bylaws, or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

**2.6 Majority.** At any meeting of members at which a quorum is present, a majority shall consist of the vote of more than fifty (50%) percent of the Owners voting whether in person, by telecommunications or by proxy on any particular matter presented to the meeting, except when these Bylaws, the Master Deed, or law requires a majority exceeding a simple majority.

**2.7 Quorum.** The presence in person, by telecommunications or by proxy of at least fifty (50%) in value of the Members qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**2.8 Other provisions.** Other provisions as to voting by Members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

### Section 3. ADMINISTRATION

**3.1 Board of Directors: Appointment and Election by Members.** The business, property and affairs of the Association shall be governed by a Board of Directors consisting of three (3) persons, all of whom shall serve without compensation; provided, however, until new directors are elected at the first annual meeting of Members held pursuant to Section 4.1, the directors designated in the Articles of Incorporation of the Association, and any successors thereto appointed by the Developer, shall serve as the Board of Directors.

At the initial meeting of the Members and thereafter, for as long as the Developer has the right to designate any Member of the Board of Directors of the Association as provided below, the election of the Board of Directors by the Owners shall be accomplished as follows:

(a) Not later than 120 days after the conveyance of legal or equitable title to nondeveloper Owners of twenty-five (25%) percent of the total number of Units that may be conveyed, at least one (1) Director and not less than twenty-five (25%) percent of the Board of Directors shall be elected by the nondeveloper Owners.

(b) Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of fifty (50%) percent of the total number of Units that may be conveyed, not less than thirty-three and one-third (33-1/3%) percent of the Board of Directors shall be elected by the nondeveloper Owners.

(c) Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of seventy-five (75%) percent of the Units that may be conveyed, and before conveyance of ninety (90%) percent of such Units, the nondeveloper Owners shall elect all of the Directors of the Board, except that the Developer shall have the right to designate at least one (1) Director for as long as the Developer owns and offers for sale at least ten (10%) of the Units in the Project, or as long as ten (10%) of the Units remain that may be created.

Page



2008-002289  
Page: 16 of 51  
01/23/2008 01:40P



(d) Notwithstanding the above, in the event that 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit in the Project, if title to less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the nondeveloper Owners shall have the right to elect the number of Members of the Board of Directors equal to the percentage of Units they hold, and the Developer shall have the right to elect the number of Members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer; provided, however, that this paragraph may increase but shall not reduce the minimum election and designation rights otherwise established in this Section. Application of this paragraph shall not be interpreted to require a change in the size of the Board of Directors as otherwise set forth in these Bylaws, the Master Deed or the Association's Articles of Incorporation.

(e) If the calculation of the percentage of Members of the Board of Directors that the nondeveloper Owners have the right to elect under paragraphs (a) through (c) above, or if the product of the number of Members of the Board multiplied by the percentage of Units held by nondeveloper Owners under paragraph (d) above results in the right of nondeveloper 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 nondeveloper Owners shall have the right to elect. After application of the formula contained in this subsection, the Developer shall have the right to appoint the remaining Members of the Board; provided, however, that the application of this sub-section shall not eliminate the right of the Developer to designate one (1) Member of the Board as provided in paragraph (c) above, or the right of nondeveloper Owners to elect at least one (1) Director to the Board of Directors.

(f) For purposes of calculating the timing of events described in this Section, conveyance by the Developer to a Residential Builder, even though not an Affiliate of the Developer, is not considered a sale to a nondeveloper Owner until such time as the Residential Builder conveys that Unit with a completed residence on it or until it contains a completed residence which is occupied.

The terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with these Condominium Bylaws, shall be provided by the Association Bylaws.

**3.2 Advisory Committee.** Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, the Board of Directors shall establish an Advisory Committee of nondeveloper Owners (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) nondeveloper Members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the 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 the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree. Reasonable notice of such meetings shall be provided to all Members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

**3.3 Powers and Duties.** The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:



- a. To manage and administer the affairs of and to the Condominium, all appurtenances thereto, and the Common Elements, property and easements thereof, including, without limitation, the right to construct and establish fees for the use of any improvements included within the General Common Elements;
- b. To levy and collect assessments against and from the Members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate;
- c. To carry insurance and to collect and allocate proceeds thereof;
- d. To restore, repair or rebuild the Condominium, or any portion thereof, after the occurrence of a casualty, and to negotiate on behalf of all Members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;
- e. To contract for and employ, and to dismiss, persons or business entities as necessary for the efficient management, maintenance, operation and administration of the Condominium Property;
- f. To adopt and amend reasonable rules and regulations governing the use and enjoyment of the Condominium Property by Members and their tenants, guests, employees, invitees, families and pets not inconsistent with these Bylaws and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- g. To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, and Condominium Unit, General Common Elements, easements, rights-of-way, licenses or any other real or personal property, whether or not contiguous to the Condominium, to benefit the Members of the Association and to further any of the purposes of the Association;
- h. To open bank accounts and designate signatories required for those purposes;
- i. To borrow money, and issue evidences of indebtedness in furtherance of the purposes of the Association, and to secure the same by mortgage, pledge or other lien on Association property; provided, however, that any such action shall first be approved by the affirmative vote of more than three-fourths (3/4) of the Association Members in number and in value at a meeting of the Members duly called;
- j. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, to administer the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;
- k. To obtain insurance for the Common Elements, the premiums of which shall be an expense of administration;
- l. To grant licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- m. To authorize 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 Owners;



n. To assert, defend, or settle claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, institute actions on behalf of and against the Owners in the name of the Association

o. To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for Members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government, the State of Michigan, the County of Kalamazoo, Texas Township, or any other agency or unit of government;

p. To enforce the provisions of the Master Deed and Bylaws of the Condominium, and the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;

q. To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act, as amended;

r. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any of them, unless at least two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned) and two-thirds (2/3) of the Members in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer for these purposes.

**3.4 Managing Agent.** The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in section 3.3. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Condominium Unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into a contract with a professional management agent, or a contract providing services by the Developer or its Affiliates, which is not terminable by the Association upon the Transitional Control Date or within ninety (90) days thereafter and upon thirty (30) days written notice for cause. Upon the Transitional Control Date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its Affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the Transitional Control Date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

**3.5 Officers.** The Association Bylaws shall provide for 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 with these Bylaws. Officers may be compensated, but only on the affirmative vote of three-fourths (3/4) or more of all Members.



**3.6 Actions Prior to First Meeting.** Subject to the provisions of Section 3.3, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, and Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in the Articles of Incorporation, or their appointed successors, before the first 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 Association's Members at the first or any subsequent meeting of Members, so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

**3.7 Indemnification.** The Association shall indemnify every Association director and officer against all costs, expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a result of his being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of or otherwise found to have engaged in willful or wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members request it, such approval is based on the opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

#### **Section 4. MEMBERSHIP MEETINGS**

**4.1 First Annual Meeting of Members.** The first annual meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days written notice to all Members. In no event, however, shall the first annual meeting be held later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Members of twenty-five (25%) percent of the Units that may be conveyed, or 54 months from the conveyance of any Unit to a nondeveloper Member, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational or other appropriate purposes prior to the first annual meeting of Members, but no such meeting shall be construed as the first annual meeting of Members.

**4.2 Annual Meeting of Members.** After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be sent by first-class mail, postage prepaid or otherwise delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

**4.3 Special Meetings of Members.** It shall be the duty of the President to call a special meeting of the Members upon a petition signed by three (3) of the Owners and presented to the Secretary of the Association, upon the direction of a majority of the Board of Directors, or as required for the election of directors under Section 3.1. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. Notice of any special meeting shall be sent by



first-class mail, postage prepaid or otherwise delivered to each member entitled to vote at the meeting.

## Section 5. OPERATION OF THE CONDOMINIUM

**5.1 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, and personal property taxes levied on such property 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 covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it 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. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

**5.2 Books of Account.** The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours on normal working days at a place the Association designates. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

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

a. **Initial Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the maintenance, repair or replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.



c. **Special Assessments.** The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.4, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of three-fourths (3/4) or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

**5.3 Apportionment of Assessments.** All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

**5.4 Collection of Assessments.** Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the annual rate of seven (7%) percent on assessments from and after the due date. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Condominium Unit may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, 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 on a mortgage of record recorded before the recording of any notice of lien by the Association.

The Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. Each Member, and every other person, except for a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or



by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Each Member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

EACH MEMBER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLEGETLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Member at his last known address, of a written notice that an assessment, or any part thereof, levied against his Unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. An affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject Unit, and (e) the name of the Member of record, shall accompany such written notice. Such affidavit shall be recorded in the office of the Kalamazoo County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured with the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative of the delinquent Member designated in Section 2.4, above, and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be secured by the lien on his Unit. If any Member defaults in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, the court may appoint a receiver to collect reasonable rental for the Unit from the Member owning it or any persons claiming under him, and each Member hereby consents to the appointment of such a receiver. The Association may also stop furnishing any services to a Member in default upon seven (7) days written notice to such member of its intent to do so. A Member in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.



If the holder of a first mortgage on a Condominium Unit obtains title to the Unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Unit which become due prior to the acquisition of title to the Unit by such person.

The Owner of a Unit subject to foreclosure pursuant to this Section, and any purchaser, grantee, successor, or assignee of the Owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that became due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108(9) of the Act.

When a Member is in arrears to the Association for assessments, the Association may give written notice of arrearage to any person occupying his Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Member the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a Unit at any foreclosure sale hereunder. The redemption period is six (6) months from the date of sale unless the property is abandoned in which event the redemption period is one (1) month from the date of sale.

**b. Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

**c. Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use 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 the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

**d. Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.





**5.5 Financial Responsibility of Developer.** The Developer shall be a Member of the Association with respect to each Unit owned by the Developer, but shall not be responsible for the payment of assessments.

**5.6 Maintenance, Repair, and Replacement.** The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. 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 or the Common Elements.

c. The Open Space within the property must be maintained and preserved in accordance with the ordinances of the Charter Township of Texas, for which the Association shall be responsible. Failure by the Association to maintain, repair, or preserve the Open Space within the Development as required constitutes a violation of the ordinances of the Township, which may be enforced in accordance with the law.

**5.7 Reserve Fund.** The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a non-cumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

**5.8 Construction Liens.** A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the 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 for by the Association or Developer.

## Section 6. TAXES, INSURANCE, AND REPAIR

**6.1 Real Property Taxes.** Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall



be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

**6.2 Insurance Coverage.** The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another 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 on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's 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 Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

**6.3 Reconstruction and Repair.** If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

**6.4 Eminent Domain.** The following provisions will control on any taking by eminent domain:

a. **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. **Amendment to the Master Deed.** If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed



amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. **Notice to Mortgagees.** If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

## Section 7. CONSTRUCTION REQUIREMENTS

**7.1 Design Standards.** Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

**7.2 Developer Approvals.** During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

**7.3 Review Committee.** Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

**7.4 Architectural Review.** Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.



**7.5 Approval of Contractor.** All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

**7.6 Specific Requirements.** All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick), or vinyl exterior, including windows of exterior white color and clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick, stone, or vinyl; and exposed concrete masonry on all other visible improvements shall also be finished with brick, stone, or vinyl. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways may be of asphalt, brick, or cement. Any children's play areas and decorative fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home – 2000 sq. ft.
- Multi-story home – 2400 sq. ft., with a minimum of 1600 sq. ft. on the first floor.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached garage of not less than 2 stalls and not more than 4 stalls, and outside parking for a minimum of 4 vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.

e. **Driveways.** Driveways on any unit shall be made of brick, asphalt, or concrete material, unless otherwise approved by the Review Committee. All driveways shall be installed within six (6) months of occupancy.

f. **Landscaping.** Units shall be finish-graded, seeded or sodded and suitably landscaped within six (6) months from the time a residential structure is constructed on the Unit. All landscaping shall be aesthetically pleasing and well maintained. The front yards of all Units shall be sodded and the side and back yards of all Units shall be seeded or sodded.

**7.7 Codes and Ordinances.** In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical,

and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

**7.8 Time for Construction.** At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

**7.9 Reserved Developer Rights.** The purpose of section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

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

**7.11 Review Committee Appointment.** Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

**7.12 Permitted Variance.** The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

**7.13 Setback Lines.** No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1<sup>1</sup>/<sub>2</sub> or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

**7.14 Building Height.** The height of any building shall not be more than 2<sup>1</sup>/<sub>2</sub> stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

**7.15 Improvements Adjoining Roadway.** No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

**7.16 Soil from Excavation.** All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be



placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

## Section 8. KALAMAZOO COUNTY HEALTH & COMMUNITY SERVICES REQUIREMENTS

**8.1 Septic Systems.** The septic tank and drain field (including distribution lines) shall be located within or beneath Unit boundaries and serve only the residence constructed on that Unit. Sewage disposal systems will consist of septic tanks and tile trenches. The maximum allowable slope below the sewer tile will be 6 inches. The sewage disposal system design and location for all units will be as shown on the plans date stamped received by the Kalamazoo County Health and Community Services Department on August 14, 2007.

**8.2 Water Wells.** The water well (including well shafts, pumps, and distribution lines) shall be located within or beneath Unit boundaries and serve only the residence constructed on that Unit. Water wells shall be drilled to a depth that provides 70 feet of screen submergence with penetration through 10 feet of continuous clay or in the absence of 10 feet of continuous clay, to a depth that provides 100 feet of screen submergence.

**8.3 Restrictions in Perpetuity.** These restrictions set forth in this Section 8 are effective in perpetuity, and can only be amended with the consent of the Kalamazoo County Health and Community Services Department.

---

Deborah Cardiff, R.S.  
Director, Environmental Health Bureau

## Section 9. USE AND OCCUPANCY RESTRICTIONS

**9.1 Residential Use.** Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

**9.2 Home Occupations.** To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

**9.3 Common Areas.** The Common Elements shall be used only by the Owners of Units in the Condominium and 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. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.



**9.4 Use and Occupancy Restrictions.** In addition to the general requirements of sections 9.1–9.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change is included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

f. **Personal Property.** No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

g. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

h. **Pets and Animals.** Owners may keep up to 4 domestic animals as pets on any unit without the prior written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection 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 care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be





permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

i. **Recreational Vehicles.** No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

j. **Lawn Care and Landscaping.** Each Unit owner may leave portions of the Unit in a natural state. Each Owner shall mow all grass outside of natural areas at least two times each month during the growing season.

k. **Recreational Facilities.** No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Review Committee before installation.

l. **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. **Occupancy Limitations.** No one other than an Owner's Immediate Family shall permanently occupy or reside in any dwelling constructed within a Unit without the express prior written approval of the Association. For purposes of this sub-section only, "Owner's Immediate Family" shall mean the Owner, the Owner's spouse, and the Owner's dependent children. If 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 of a family member, this restriction shall be suspended for the family for one year to provide the family a reasonable time in which to cure the violation or otherwise dispose of the Unit.

n. **Exterior Lighting.** No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

o. **Solar Panels and Satellite Dishes.** No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of a satellite dish.

p. **Fences.** Except with the prior written approval of the Association, no fence or hedgerow shall be located, erected or planted on any Unit forward of a point designated by the rearmost corner of the building structure, be that house or garage; all such fencing or hedgerow to be aesthetically attractive. Further, no fence of any kind shall be constructed on any Unit which runs in a perpendicular manner between the residence and sideline of the Unit without the prior written consent of the Association.

q. **Prohibited Structures.** Trailers, tents, shacks, barns, whether permanent or temporary, and any other temporary building of any description whatsoever, are expressly prohibited within the Condominium.

r. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No



vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

s. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

**9.5 Zoning Compliance.** In addition to the restrictions in section 9, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

**9.6 Rules of Conduct.** Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

**9.7 Enforcement by Developer.** The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

**9.8 Owner Enforcement.** An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

**9.9 Remedies on Breach.** In addition to the remedies granted by section 5.4 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 9, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

**9.10 Reserved Rights of Developer.** The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.



**9.11 Assignment and Succession.** Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

## Section 10. MORTGAGES

**10.1 Notice to the Association.** Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

**10.2 Insurance.** The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

**10.3 Rights of Mortgagees.** Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

**10.4 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 their participation.

## Section 11. LEASES

**11.1 Notice of Lease.** An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

**11.2 Terms of Lease.** All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

Page



MICHAEL HUTCHINSON

MSDE-Kalamazoo ROD

2008-002289

Page: 35 of 51  
01/23/2008 01:40P

**11.3 Remedies of the Association.** If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** 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 non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

**11.4 Liability for Assessments.** If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

## Section 12 TRANSFER OF UNITS

**12.1 Unrestricted Transfers.** An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

**12.2 Notice to Association.** Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

## Section 13. ARBITRATION

**13.1 Submission to Arbitration.** Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

**13.2 Disputes Involving Developer.** A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.



b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

**13.3 Preservation of Rights.** Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

#### **Section 14. COVENANT TO BUILD AND OPTION TO PURCHASE**

**14.1 Covenant to Build.** Each Owner of a Unit in the Condominium, by acceptance of a deed of conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner's Unit, in conformity with the restrictions in the Condominium Documents, not later than 36 months from the date on which the deed or contract is delivered to the Owner. Owner may extend the period to commence construction only with the written approval of the Association.

**14.2 Modification of Terms.** The provisions of this section 14 maybe waived in writing by Developer or may be modified by a written agreement between the Owner and Developer.

#### **Section 15. OTHER PROVISIONS**

**15.1 Definitions.** All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

**15.2 Severability.** If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

**15.3 Notices.** Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

**15.4 Amendment.** These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 9 of the Master Deed.

**15.5 Conflicting Provisions.** In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association



4. the Association Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement

Page :



MICHAEL HUTCHINSON

MSDE-Kalamazoo ROD

**2008-002289**

Page: 38 of 51  
01/23/2008 01:40P

Form B

# Huntington Hills Condominium Subdivision Plan



**2008-002289**

Page: 39 of 51  
01/23/2008 01:40P

MICHAEL HUTCHINSON

MSOE-Kalamazoo ROD

COVER SHEET

KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. **229**  
EXHIBIT "B" TO THE MASTER DEED OF:

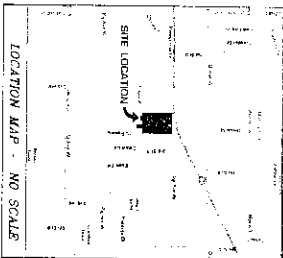
# HUNTINGTON HILLS

A RESIDENTIAL SITE CONDOMINIUM DEVELOPMENT  
TEXAS TOWNSHIP,  
KALAMAZOO COUNTY, MICHIGAN

DEVELOPER: MPDV, L.L.C.  
3245 SOUTH 8TH STREET  
KALAMAZOO, MICHIGAN 49009

SURVEYOR & ENGINEER: DRIESENKA & ASSOCIATES, INC.  
552 SOUTH 8TH STREET,  
KALAMAZOO, MICHIGAN 49009

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



### HUNTINGTON HILLS DESCRIPTION

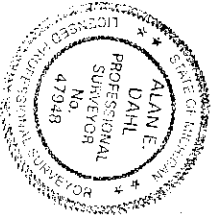
Land situated in the East half of the Southwest quarter and in the West half of the Southeast quarter of Section 8, Town 03 South, Range 12 West, Texas Township, Kalamazoo County, Michigan more particularly described as:

Beginning at a point on the South line of said Section 8, South 89 degrees 46 minutes 35 seconds East 2218.32 feet from the Southwest corner of said Section; thence Northerly at a right angle to said South line, North 00 degrees 13 minutes 25 seconds East 435.60 feet; thence parallel to the South line of the Southwest 1/4 of said Section, North 89 degrees 46 minutes 35 seconds West 400.00 feet; thence at a right angle to aforesaid line, South 00 degrees 13 minutes 25 seconds West 140.43 feet; thence at a right angle to aforesaid line, North 89 degrees 46 minutes 35 seconds West 295.17 feet; thence a right angle to aforesaid line, North 00 degrees 13 minutes 25 seconds East 135.24 feet; thence parallel to the South line of the Southwest 1/4 of said Section, North 89 degrees 46 minutes 35 seconds West 203.82 feet to the West line of the East 1/4 of the Southwest 1/4 of said Section 8, thence along said West line, North 00 degrees 09 minutes 05 seconds West 2219.81 feet to the East and West 1/4 line of the Southwest 1/4 of said Section; thence along said East and West 1/4 line, South 89 degrees 48 minutes 37 seconds East 1327.74 feet to the Center 1/4 corner of said Section 8; thence along the East and West 1/4 line of the Southwest 1/4 of said Section, South 89 degrees 49 minutes 42 seconds East 164.31 feet to the East line of the West 1/4 of the Southwest 1/4 of said Section 8; thence along said East line, South 00 degrees 01 minutes 50 seconds East 2215.71 feet; thence North 89 degrees 42 minutes 40 seconds West 197.56 feet; thence South 00 degrees 11 minutes 24 seconds West 0.04 feet; thence parallel with the South line of the Southwest 1/4 of said Section 8, North 89 degrees 46 minutes 35 seconds West 200.00 feet; thence South 00 degrees 11 minutes 24 seconds West 435.60 feet to the South line of said Section 8, North 89 degrees 46 minutes 35 seconds West 191.06 feet to the point of beginning.

Said parcel contains 78.838 acres (3,425,456 square feet) more or less.

Subject to easements and restrictions apparent and of record.

- SHEET INDEX
- 1. COVER SHEET
  - 2. SURVEY PLAN OVERVIEW
  - 3. SURVEY PLAN (SOUTH)
  - 4. SURVEY PLAN (CENTER)
  - 5. SURVEY PLAN (NORTH)
  - 6. SITE PLAN
  - 7. UTILITY PLAN



Alan E. Dahl 1-17-08  
ALAN E. DAHL PROFESSIONAL SURVEYOR #47948  
DRIESENKA & ASSOCIATES, INC.  
3245 SOUTH 8TH STREET  
KALAMAZOO, MICHIGAN 49009

15 of 40 Page  
6827200-8002  
Kalamazoo ROD MSDE  
MICHAEL J. HUNTER

**DRIESENKA & ASSOCIATES, INC.**  
Engineering  
Surveying  
Testing

Contract: Ft. Belvoir Ft. Belvoir, TX  
Columbus, OH - 614-366-0733  
Dallas, TX - 972-241-2000  
Detroit, MI - 313-846-1800  
Houston, TX - 281-541-4200  
Indianapolis, IN - 317-571-7120

www.driesengagps.com

**HUNTINGTON HILLS**  
SECTION 8, T3S, R12W, T3S, TEXAS TOWNSHIP, KALAMAZOO COUNTY  
BRAD ROCHER, MPDV, LLC  
3245 SOUTH 8TH STREET  
KALAMAZOO, MI 49009

COVER SHEET

REVISIONS	DATE	BY	DESCRIPTION
1			

Drawn By: [ ]  
Checked By: [ ]  
Scale: [ ]  
Date: 03/27/08  
Sheet No. 1 of 7

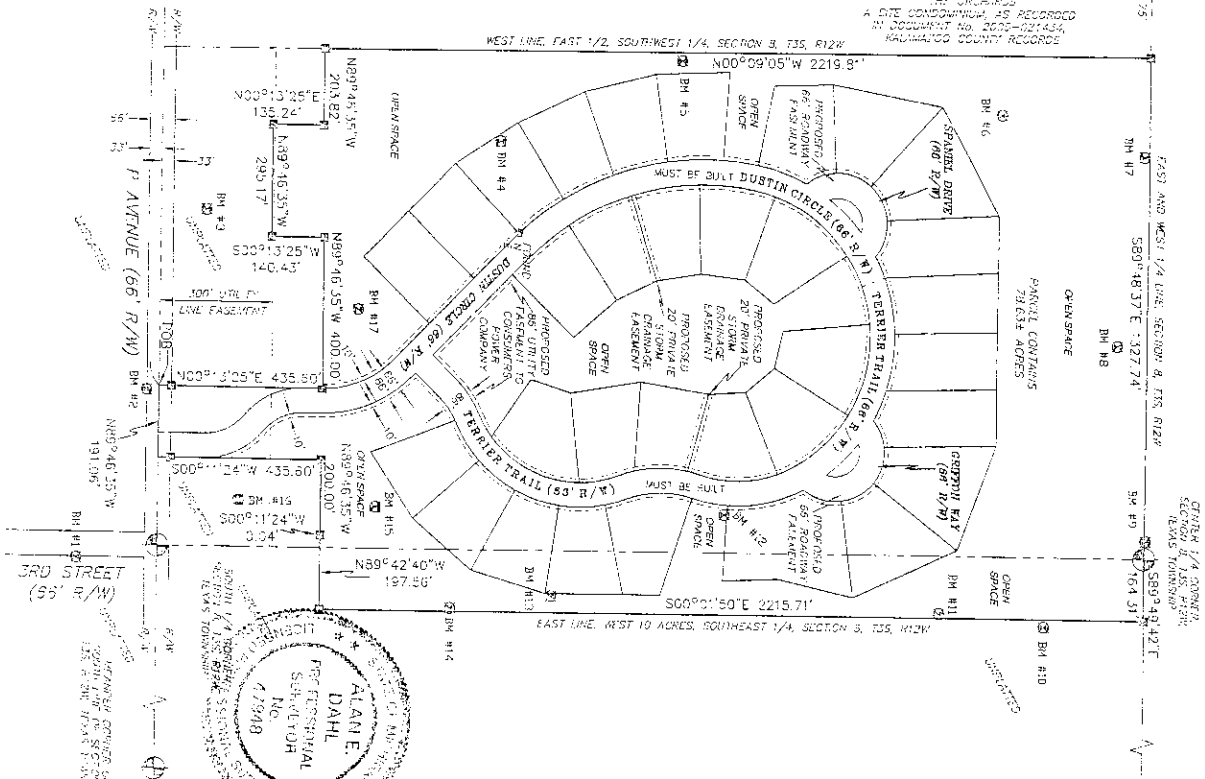


**SURVEY PLAN (OVERVIEW)**

SECTION 8, T35, R12W  
 EAST 1/4 CORNER  
 SCHOOL & 135<sup>TH</sup> STREET  
 BEASLY TOWNSHIP  
 KALAMAZOO COUNTY, MICHIGAN

**BENCHMARK DATA:**

- ELEVATIONS BASED ON NAVD 2011 REFERENCE U.S.G.S BENCH MARK 2007R
- BM 101 - LOCAL END 222 SOUTH OF THE CENTERLINE OF P AVENUE AND 35+ NORTH OF THE CENTERLINE OF 3RD STREET AND HAVING AN ELEVATION OF 927.65
- BM 42 - EL = 927.97 SET 1/4" IRON SPIKE IN THE NORTH FACE OF A UTILITY POLE 27' SOUTH OF THE CENTERLINE OF P AVENUE & 418' WEST OF THE CENTERLINE OF 3RD STREET.
- BM 43 - EL = 932.09 SET 1/4" IRON SPIKE IN THE NORTH FACE OF A UTILITY POLE 138' NORTH OF THE CENTERLINE OF P AVENUE & 800' WEST OF THE CENTERLINE OF 3RD STREET.
- BM 44 - EL = 910.30 SET 1/4" IRON SPIKE IN THE WEST FACE OF A 21" OAK 9003 NORTH OF THE CENTERLINE OF P AVENUE & 247' EAST OF THE WEST PROPERTY LINE.
- BM 45 - EL = 928.28 SET 1/4" IRON SPIKE IN THE EAST FACE OF A 3" OAK 1303 NORTH OF THE CENTERLINE OF P AVENUE & 22' EAST OF THE WEST PROPERTY LINE.
- BM 46 - EL = 940.73 SET 3/8" IRON SPIKE IN THE WEST FACE OF A 27" BENCH MARK SOUTH OF THE NORTH PROPERTY LINE & 158' EAST OF THE WEST PROPERTY LINE.
- BM 47 - EL = 949.47 SET 3/8" IRON SPIKE IN THE SOUTH FACE OF A 1 1/2" OAK 124 SOUTH OF THE NORTH PROPERTY LINE & 266' EAST OF THE WEST PROPERTY LINE.
- BM 48 - EL = 920.73 SET 3/8" IRON SPIKE IN THE EAST FACE OF A 10" OAK 492 SOUTH OF THE NORTH PROPERTY LINE & 785' EAST OF THE WEST PROPERTY LINE.
- BM 49 - EL = 949.34 SET 3/8" IRON SPIKE IN THE NORTH FACE OF A 3" OAK STUMP 24 NORTH OF THE NORTH PROPERTY LINE & 182' WEST OF THE EAST PROPERTY LINE.
- BM 410 - EL = 928.92 SET 1/4" IRON SPIKE IN THE WEST FACE OF A 1 1/2" OAK 280 SOUTH OF THE NORTH PROPERTY LINE & 20' EAST OF THE EAST PROPERTY LINE.
- BM 411 - EL = 909.51 SET 3/8" IRON SPIKE IN THE WEST FACE OF A 3" OAK 347 SOUTH OF THE NORTH PROPERTY LINE & 115' WEST OF THE EAST PROPERTY LINE.
- BM 412 - EL = 906.97 SET 3/8" IRON SPIKE IN THE NORTH FACE OF A 21" OAK 1732 NORTH OF THE CENTERLINE OF P AVENUE & 268' WEST OF THE EAST PROPERTY LINE.
- BM 413 - EL = 916.61 SET 3/8" IRON SPIKE IN THE WEST FACE OF A 1 1/2" OAK 1090 NORTH OF THE CENTERLINE OF P AVENUE & 435' WEST OF THE EAST PROPERTY LINE.
- BM 414 - EL = 921.60 SET 3/8" IRON SPIKE IN THE WEST FACE OF A 3" OAK 299 NORTH OF THE CENTERLINE OF P AVENUE & 15' WEST OF THE EAST PROPERTY LINE.
- BM 415 - EL = 925.37 SET 3/8" IRON SPIKE IN THE WEST FACE OF A UTILITY POLE 582' NORTH OF THE CENTERLINE OF P AVENUE & 274' WEST OF THE EAST PROPERTY LINE.
- BM 416 - EL = 916.97 SET 3/8" IRON SPIKE IN THE NORTHEAST CORNER OF A UTILITY POLE 484' NORTH OF THE CENTERLINE OF P AVENUE & 288' WEST OF THE EAST PROPERTY LINE.
- BM 417 - EL = 939.89 SET 3/8" IRON SPIKE IN THE SOUTH FACE OF A UTILITY POLE 484' NORTH OF THE CENTERLINE OF P AVENUE & 807' WEST OF THE EAST PROPERTY LINE.



**GENERAL NOTES:**

- BEARINGS BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 SECTION 8, T35, R12W, BEING SURVEYED AS SHOWN ON RECORD MAP 20080744, KALAMAZOO COUNTY RECORDS.
- CORNER 15 ARE BASED ON AN ASSUMED DATA USING THE SOUTHWEST CORNER OF SECTION 8, T35, R12W, TOWNSHIP 14, N, RANGE 12W, COUNTY OF KALAMAZOO, MICHIGAN AS NORTH POINT OF REFERENCE.
- ALL POINTS ARE REPROCESSED TO BE PRIVATE AND UNMANTAINED BY THE COOPERATIVE ASSOCIATION.
- ALL POINTS AND PUBLIC UTILITIES WITHIN PROJECT MUST BE DUNE 1'.
- 5' BURNING SETBACKS.
- 1/4" IRON SPIKE.
- 1/4" IRON SPIKE ZONED "X" (CONCRETE CURB) HAS BEEN PLACED AT ALL CORNERS EXCEPT THE "X" MARK.

**SURVEYOR'S CERTIFICATE:**

I, ALAN E. DAHL, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREON AS DETERMINED BY THIS KALAMAZOO COUNTY SUBDIVISION PLAN NO. 25 SHOWS ON THE RECORD MAP 20080744, KALAMAZOO COUNTY RECORDS, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE PROPERTY THEREON.

I, ALAN E. DAHL, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREON AS DETERMINED BY THIS KALAMAZOO COUNTY SUBDIVISION PLAN NO. 25 SHOWS ON THE RECORD MAP 20080744, KALAMAZOO COUNTY RECORDS, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE PROPERTY THEREON.

DATE: 11-17-08  
 ALAN E. DAHL, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN  
 11-17-08

01/23/2008 01:40P  
 MSDE-Kalamazoo ROD  
 MICHAEL HUTCHINSON

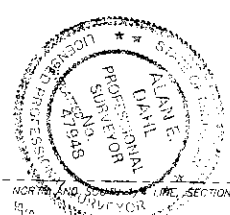
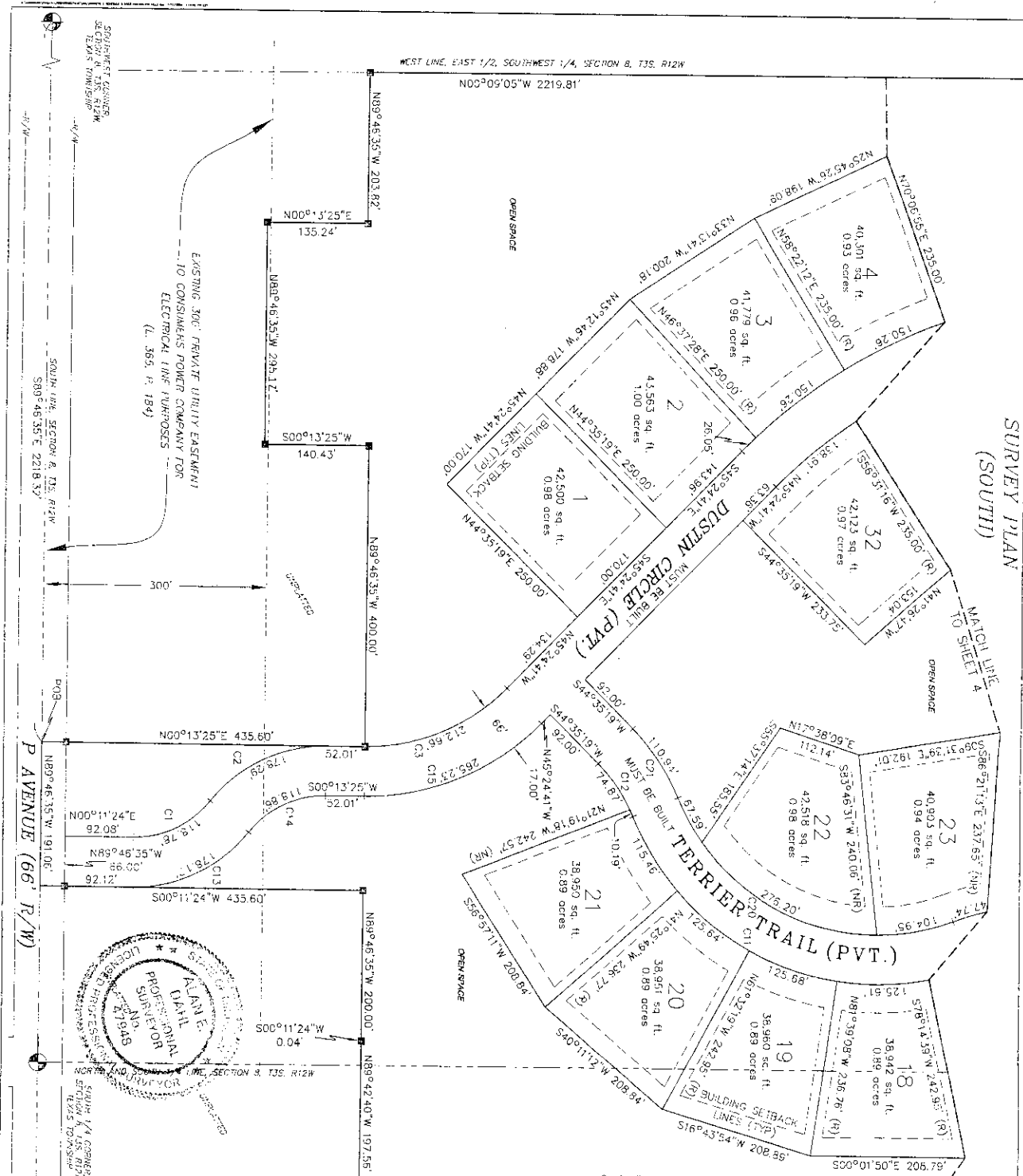


6827200-0002  
 Page: 41 of 51

**DRIESENKA & ASSOCIATES, INC.**  
 2540 E. Spring St. Ann Arbor, MI 48106  
 313-961-8800  
 313-961-8801  
 313-961-8802

**HUNTINGTON HILLS**  
 1324 W. TEXAS TOWNSHIP, KALAMAZOO COUNTY  
 BRAD ROCHE - MFDW, LLC  
 3245 SOUTH 6TH STREET  
 KALAMAZOO, MI 49000

NO.	DATE	DESCRIPTION
1	11/17/08	AS SHOWN
2	11/17/08	AS SHOWN



**SURVEYOR'S CERTIFICATE:**  
 I, ALAN E. DAULT, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS HUNTINGTON HILLS, KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 11708, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND AND THEREFORE, THE PROPERTY HEREIN DESCRIBED THEREON, IS NOT AN EXISTING ENCROACHMENT UPON THE LAND OF ANY OTHER PARTY. THE PROPERTY HEREIN DESCRIBED HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROLOGATED UNDER SECTION 142 OF ACT NO. 88 OF THE PUBLIC ACTS OF 1978 THAT THE BEARINGS, AS SHOWN ARE NOTED ON THE SURVEY PLANS REQUIRED BY THE RULES PROLOGATED UNDER SECTION 143 OF ACT NO. 88 OF THE PUBLIC ACTS OF 1978.

Alan E. Dault  
 1-17-08  
 ALAN E. DAULT, PROFESSIONAL SURVEYOR #11708  
 DRIESENKA & ASSOCIATES, INC.  
 3245 SOUTH 8TH STREET  
 KALAMAZOO, MICHIGAN 49009

- GENERAL NOTES:**
1. BEARINGS BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4, SECTION 8, T35, R12W, BEING SUBDIVIDED INTO LOTS 1-4, 19-26, 20-23, 21-24, 31-32, 33-34, 35-36, 37-38, 39-40, 41-42, 43-44, 45-46, 47-48, 49-50, 51-52, 53-54, 55-56, 57-58, 59-60, 61-62, 63-64, 65-66, 67-68, 69-70, 71-72, 73-74, 75-76, 77-78, 79-80, 81-82, 83-84, 85-86, 87-88, 89-90, 91-92, 93-94, 95-96, 97-98, 99-100, AS SHOWN ON THE ACCOMPANYING RECORDS IN DOCUMENT NO. 209-071434 KALAMAZOO COUNTY RECORDS.
  2. COORDINATES ARE BASED ON AN ASSUMED DATUM USING THE SOUTHWEST CORNER OF SECTION 8, T35, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN AS NORTH 10913200 AND EAST 1857122.
  3. ALL ROADS ARE PROPOSED TO BE PRIVATE AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION, TRUST BE BUILT.
  4. ALL ROADS AND PUBLIC UTILITIES WITHIN PROJECT TRUST BE BUILT.
  5. BUILDING SETBACKS:  
 37' SETBACK  
 25' REAR YARD
  6. PARCEL IS CURRENTLY ZONED R (AGRICULTURAL)
  7. A 2" X 3" IRON ENCASED IN A 4" CONCRETE TUBE HAS BEEN PLACED AT ALL POINTS MARKED TUBES.

**LEGEND**  
 (R) - RADIAL LINE  
 (NR) - NON RADIAL LINE  
 C19 - CURVE REFERENCE NUMBER

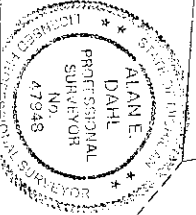
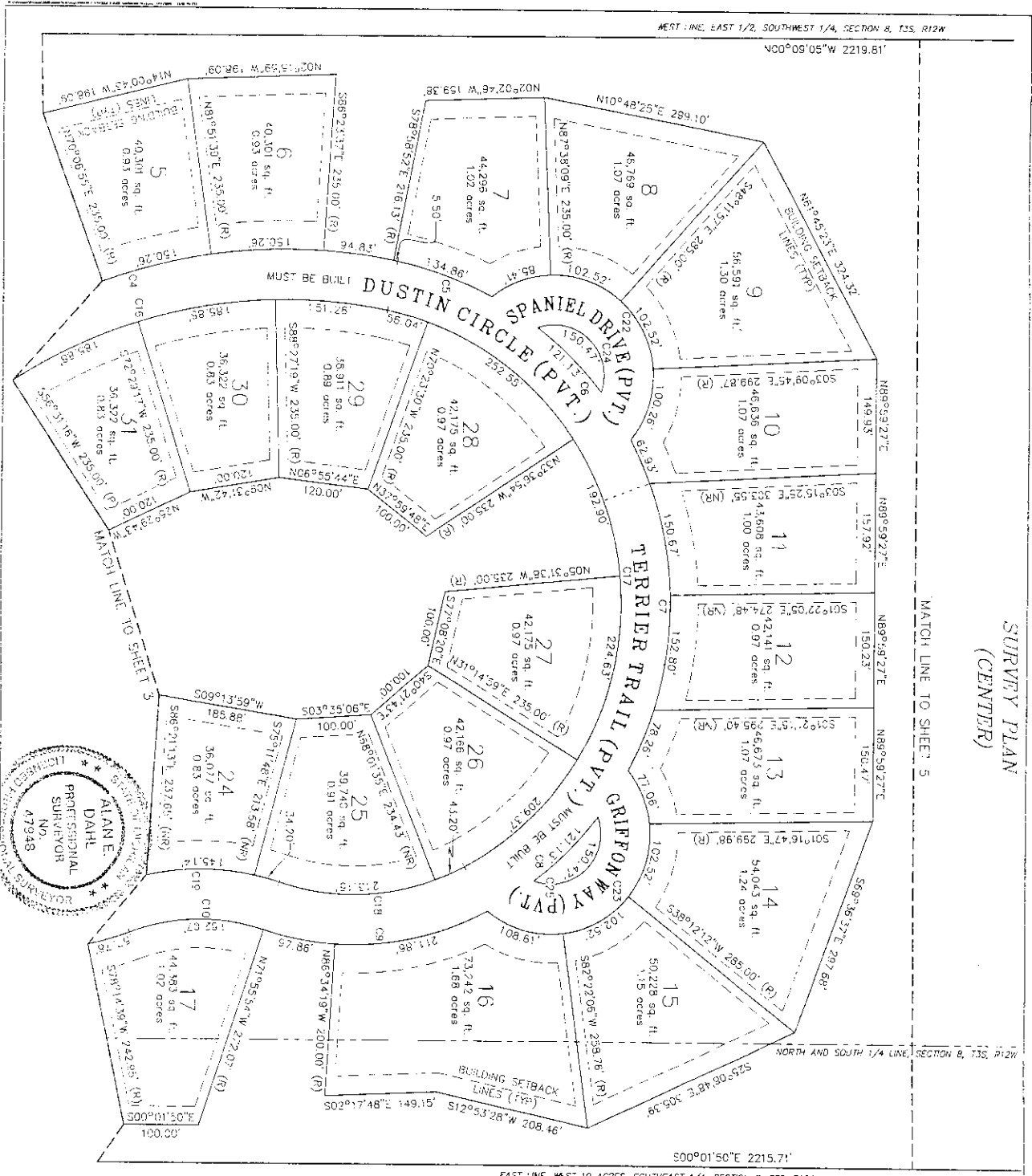
**LOCATION MAP - NO SCALE**

**SCALE**  
 1" = 20'

**HUNTINGTON HILLS**  
 SECTION 8, T35, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY  
 BRAD ROCHE - MPDV, LLC  
 3245 SOUTH 8TH STREET  
 KALAMAZOO, MI 49009

**SURVEY PLAN (SOUTH)**

**DRIESENKA & ASSOCIATES, INC.**  
 Engineering, Surveying, Testing  
 3245 South 8th Street, Kalamazoo, MI 49009  
 Phone: 268-2255, Fax: 268-2256, Email: info@driesenka.com  
 1000 West 1st Street, Grand Rapids, MI 49503  
 Phone: 261-3300, Fax: 261-3301, Email: info@driesenka.com



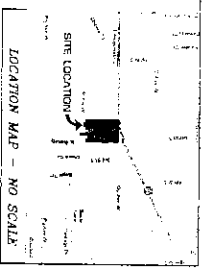
EAST LINE, WEST 10 ACRES, SOUTHEAST 1/4, SECTION 8, T35, R12W

**LEGEND**  
 (R) = RADIAL LINE  
 (NR) = NON RADIAL LINE  
 C/R = CURVE REFERENCE NUMBER

**GENERAL NOTES:**  
 1 BEARINGS BASED ON THE SOUTH LINE OF THE SOUTH-EAST 1/4, SECTION 8, T35, R12W BEING 89° 43' 58" AS SHOWN ON THE RECORDS. A SITE CONDOMINIUM, AS RECORDED IN DOCUMENT NO. 2004-02144, KALAMAZOO COUNTY RECORDS.  
 2 COORDINATES ARE BASED ON AN ASSUMED DATUM USING THE NAD 83 DATUM. THE DATUM POINT IS LOCATED AT THE INTERSECTION OF TOWNSHIP 35 NORTH AND EAST 7365.7120.  
 3 ALL ROADS ARE PROPOSED TO BE PRIVATE AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION.  
 4 ALL EROSION AND PUBLIC UTILITIES WITHIN PROJECT MUST BE BUILT.  
 5 BUILDING SETBACKS:  
 31' FRONT  
 31' SIDE YARD  
 20' REAR  
 6 PARCEL IS CURRENTLY ZONED Y (AGRICULTURE, URBAN).  
 7 A 1/2" X 3/8" IRON ENCLASER IN A 4" CONCRETE C-CHANNEL HAS BEEN PLACED AT ALL POINTS MARKED 'HLS'.  
 8 PARCEL IS CURRENTLY ZONED Y (AGRICULTURE, URBAN).

**SURVEYORS CERTIFICATE:**  
 I, ALAN E. DAHL, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY:  
 THAT THE SUBDIVISION PLAN KNOWN AS HUNTINGTON HILLS 5 KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2008-002289, AS SHOWN ON THE ACCOMPANYING DRAWINGS, IS A SURVEY ON THE GROUND MADE UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS AND RULES OF THE BOARD OF LANDS AND THE PROPERTY RIGHTS DESCRIBED.  
 THAT THE REQUIRED MEASUREMENTS AND IRON MARKERS HAVE BEEN PLACED AND THE RECORDS REQUIRED BY RULES 421.01 THROUGH 421.04 OF THE PUBLIC ACTS OF 1978, HAVE BEEN PLACED UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS AND RULES OF THE BOARD OF LANDS AND THE PROPERTY RIGHTS DESCRIBED.  
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PRODUCE/CONTROLLED UNDER SECTION 421.01 THROUGH 421.04 OF THE PUBLIC ACTS OF 1978.  
 THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PRODUCE/CONTROLLED UNDER SECTION 421.01 THROUGH 421.04 OF THE PUBLIC ACTS OF 1978.

ALAN E. DAHL, PROFESSIONAL SURVEYOR #47948  
 1-17-08  
 STATE OF MICHIGAN



HUNTINGTON HILLS  
 SECTION 8, T35, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY  
 BRAD ROCHE - MPOW, LLC  
 3245 SOUTH 8TH STREET  
 KALAMAZOO, MI 49009

**SURVEY PLAN (CENTER)**

4  
 6, 7

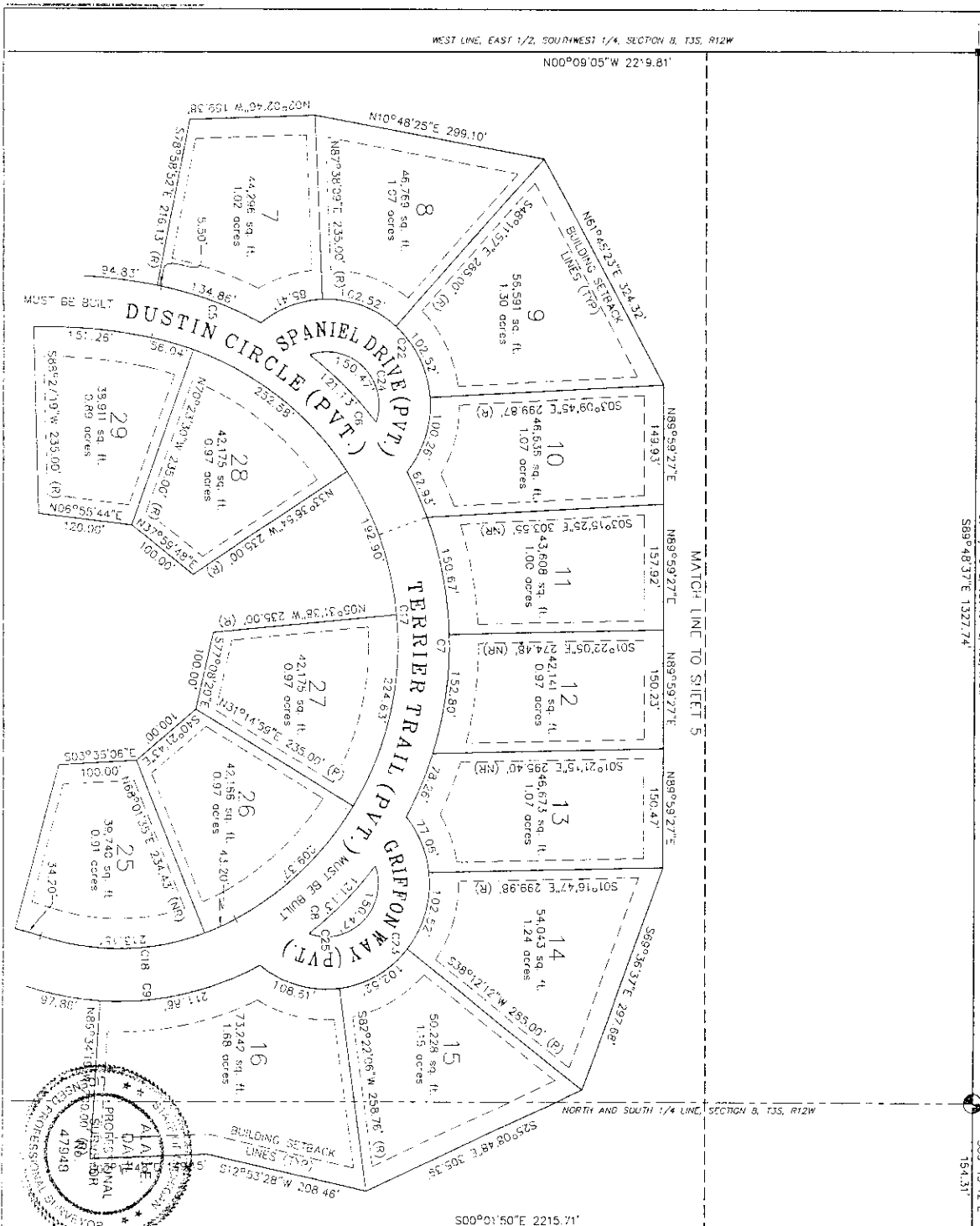
**DRIESENKA & ASSOCIATES, INC.**  
 Engineering  
 Surveying  
 Testing

Grandville, MI - 616-866-0200  
 Holland, MI - 616-866-1100  
 Spring Lake, MI - 616-866-1100  
 Zeeland, MI - 227-272-7100  
 5000 Park W. - 616-294-3800  
 Holland, MI - 294-244-1100  
 Holland, MI - 294-244-1100  
 Zeeland, MI - 227-272-7100  
 Holland, MI - 227-272-7100

SURVEY PLAN  
(NORTH)

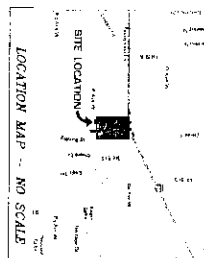
EAST AND WEST 1/4 LINE, SECTION 8, T35, R12W  
S89°48'37"E 1327.74'

CENTER 1/4 CORNER  
SECTION 8,  
T35, R12W  
S89°43'42"E  
154.31'



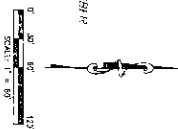
EAST LINE, WEST 10 ACRES, SOUTHEAST 1/4, SECTION 8, T35, R12W

S00°01'50"E 2215.71'



LOCATION MAP - NO SCALE

LEGEND  
(R) = RADIAL LINE  
(NR) = NON RADIAL LINE  
C19 = CURVE REFERENCE NUMBER



GENERAL NOTES:

1. RECORDS FILED ON THE SOUTH LINE OF THE SUBDIVISION ARE SHOWN ON THE PLAN BEING AS SHOWN ON THE RECORDS. A SITE CONDOMINIUM AS RECORDED IN DOCUMENT NO. 2005-02434, KALAMAZOO COUNTY RECORDS.
2. COORDINATES ARE BASED ON AN ASSUMED SECTION CORNER AT THE POINT OF BEGINNING, KALAMAZOO COUNTY, MICHIGAN AS NORTH 09°10'30" AND EAST 7355.7120'.
3. ALL ROADS ARE PROPOSED TO BE PRIVATE AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
4. ALL ROADS AND PUBLIC UTILITIES WITHIN PROJECT MUST BE BUILT.
5. BUILDING SETBACKS:  
12' SIDE YARD  
25' REAR
6. PARCEL IS CURRENTLY ZONED A\* (AGRICULTURAL).
7. A 12" X 36" IRON ENCASED IN A 4" CONCRETE CURBULE HAS BEEN PLACED AT ALL POINTS MARKED THUS.

SURVEYOR'S CERTIFICATE:

I, ALAN E. DALL, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS HUNTINGTON HILLS, KALAMAZOO COUNTY, CONDOMINIUM SUBDIVISION, DRAWINGS, REPRESENTS A SURVEY ON THE GROUND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THE PROPERTY THEREIN DESCRIBED THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 50 OF 1978 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 50 OF THE PUBLIC ACTS OF 1978 THAT THE DRAWINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 50 OF THE PUBLIC ACTS OF 1978.

ALAN E. DALL  
PROFESSIONAL SURVEYOR  
NO. 47949

1-17-24

ALAN E. DALL, BEING A SURVEYOR IN KALAMAZOO COUNTY, MICHIGAN, HAS SURVEYED AND PLACED HIS MARKERS IN THE FOLLOWING MANNER:

HUNTINGTON HILLS  
SECTION 8, T35, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY  
BRAD ROCHE - MPDY, LLC  
3245 SOUTH 6TH STREET  
KALAMAZOO, MI 49008  
SURVEY PLAN (NORTH)

**DRIESENGA & ASSOCIATES, INC.** Engineering, Surveying, Testing  
Cynthia M. Dillman, P.E., Director  
John W. Driesenga, P.E., Surveyor  
Driesenga & Associates, Inc.  
1000 N. State St., Suite 100, Kalamazoo, MI 49001  
Phone: 268-2800 Fax: 268-2800  
www.driesenga.com

Sheet No.	5
of	7

2008-002289  
Page: 44 of 51  
01/23/2008 01:40P  
MSDE-Kalamazoo ROD  
MICHAEL HUTCHINSON



SECTION 8, T3S, R12W  
 TEXAS TOWNSHIP  
 KALAMAZOO COUNTY  
 P. = 1000.0000  
 F. = 244.1406

SECTION 8, T3S, R12W  
 TEXAS TOWNSHIP  
 KALAMAZOO COUNTY  
 P. = 1000.0000  
 F. = 244.1406

SECTION 8, T3S, R12W  
 TEXAS TOWNSHIP  
 KALAMAZOO COUNTY  
 P. = 1000.0000  
 F. = 244.1406

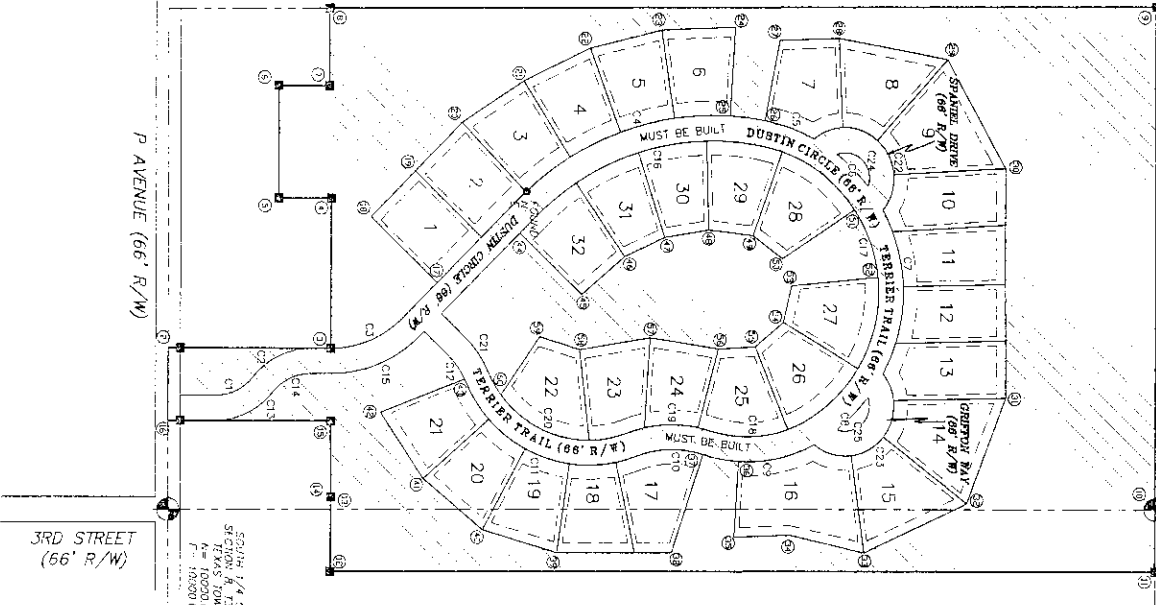
SECTION 8, T3S, R12W  
 TEXAS TOWNSHIP  
 KALAMAZOO COUNTY  
 P. = 1000.0000  
 F. = 244.1406

SECTION 8, T3S, R12W  
 TEXAS TOWNSHIP  
 KALAMAZOO COUNTY  
 P. = 1000.0000  
 F. = 244.1406

SECTION 8, T3S, R12W  
 TEXAS TOWNSHIP  
 KALAMAZOO COUNTY  
 P. = 1000.0000  
 F. = 244.1406

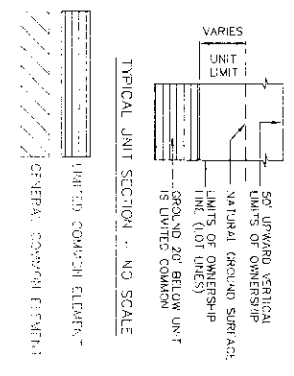
CURVE DATA TABLE

CURVE #	ANGLE	RADIUS	DELTA	CHORD
C1	118.72	132.00	50.33	102.53
C2	118.72	132.00	50.33	102.53
C3	118.72	132.00	50.33	102.53
C4	118.72	132.00	50.33	102.53
C5	118.72	132.00	50.33	102.53
C6	118.72	132.00	50.33	102.53
C7	118.72	132.00	50.33	102.53
C8	118.72	132.00	50.33	102.53
C9	118.72	132.00	50.33	102.53
C10	118.72	132.00	50.33	102.53
C11	118.72	132.00	50.33	102.53
C12	118.72	132.00	50.33	102.53
C13	118.72	132.00	50.33	102.53
C14	118.72	132.00	50.33	102.53
C15	118.72	132.00	50.33	102.53
C16	118.72	132.00	50.33	102.53
C17	118.72	132.00	50.33	102.53
C18	118.72	132.00	50.33	102.53
C19	118.72	132.00	50.33	102.53
C20	118.72	132.00	50.33	102.53
C21	118.72	132.00	50.33	102.53
C22	118.72	132.00	50.33	102.53
C23	118.72	132.00	50.33	102.53
C24	118.72	132.00	50.33	102.53
C25	118.72	132.00	50.33	102.53



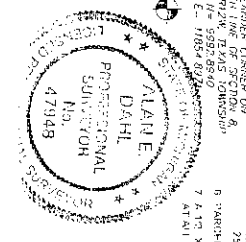
COORDINATE TABLE

#	NORTHING	EASTING
1	10001.6220	9244.0235
2	10017.2592	9244.0235
3	10438.2033	9175.2725
4	10229.9113	9175.2725
5	10229.9113	9175.2725
6	10229.9113	9175.2725
7	10229.9113	9175.2725
8	10229.9113	9175.2725
9	10229.9113	9175.2725
10	10229.9113	9175.2725
11	10229.9113	9175.2725
12	10229.9113	9175.2725
13	10229.9113	9175.2725
14	10229.9113	9175.2725
15	10229.9113	9175.2725
16	10229.9113	9175.2725
17	10229.9113	9175.2725
18	10229.9113	9175.2725
19	10229.9113	9175.2725
20	10229.9113	9175.2725
21	10229.9113	9175.2725
22	10229.9113	9175.2725
23	10229.9113	9175.2725
24	10229.9113	9175.2725
25	10229.9113	9175.2725
26	10229.9113	9175.2725
27	10229.9113	9175.2725
28	10229.9113	9175.2725
29	10229.9113	9175.2725
30	10229.9113	9175.2725
31	10229.9113	9175.2725
32	10229.9113	9175.2725



LEGEND  
 (C) = CORNER/POINT  
 (C-13) = CURVE REFERENCE POINT

GENERAL NOTES:  
 1. BEARINGS BASED ON THE SOUTHWEST 1/4 SECTION 8, T3S, R12W, BEING SUPERSEDED AS SHOWN ON THE ORDINANCE A SITE RECORD AS RECORDED IN DOCUMENT NO. 2008-02143 KALAMAZOO COUNTY RECORDS.  
 2. LOCUMPLACES ARE BASED ON AN ASSUMED DATUM USING THE SOUTHWEST CORNER OF SECTION 8, T3S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN AS THE POINT OF BEGINNING.  
 3. ALL ROADS ARE PROPOSED TO BE PRIVATE AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.  
 4. ALL ROADS AND PUBLIC UTILITIES WITHIN PROJECT MUST BE BUILT TO THE FOLLOWING SPECIFICATIONS:  
 5. BUILDING SETBACKS:  
 3.75 FEET FRONT  
 2 FEET SIDE  
 6. PARCEL IS CURRENTLY ZONED R-1 (AGRICULTURAL).  
 7. A 10' X 50' STRIP ENCLOSED IN A 4' CONCRETE CURB/PAVEMENT BEHIND ROAD AT ALL TURNS IS PARKED TRUCK BAY.



Alan E. Dahle  
 1-17-08  
 DATE



MICHAEL HUTCHINSON  
 MSOE-Kalamazoo ROD

HUNTINGTON HILLS  
 SECTION 8, T3S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY  
 BRAD ROCHE - MPD, LLC  
 3245 SOUTH 8TH STREET  
 KALAMAZOO, MI 49009

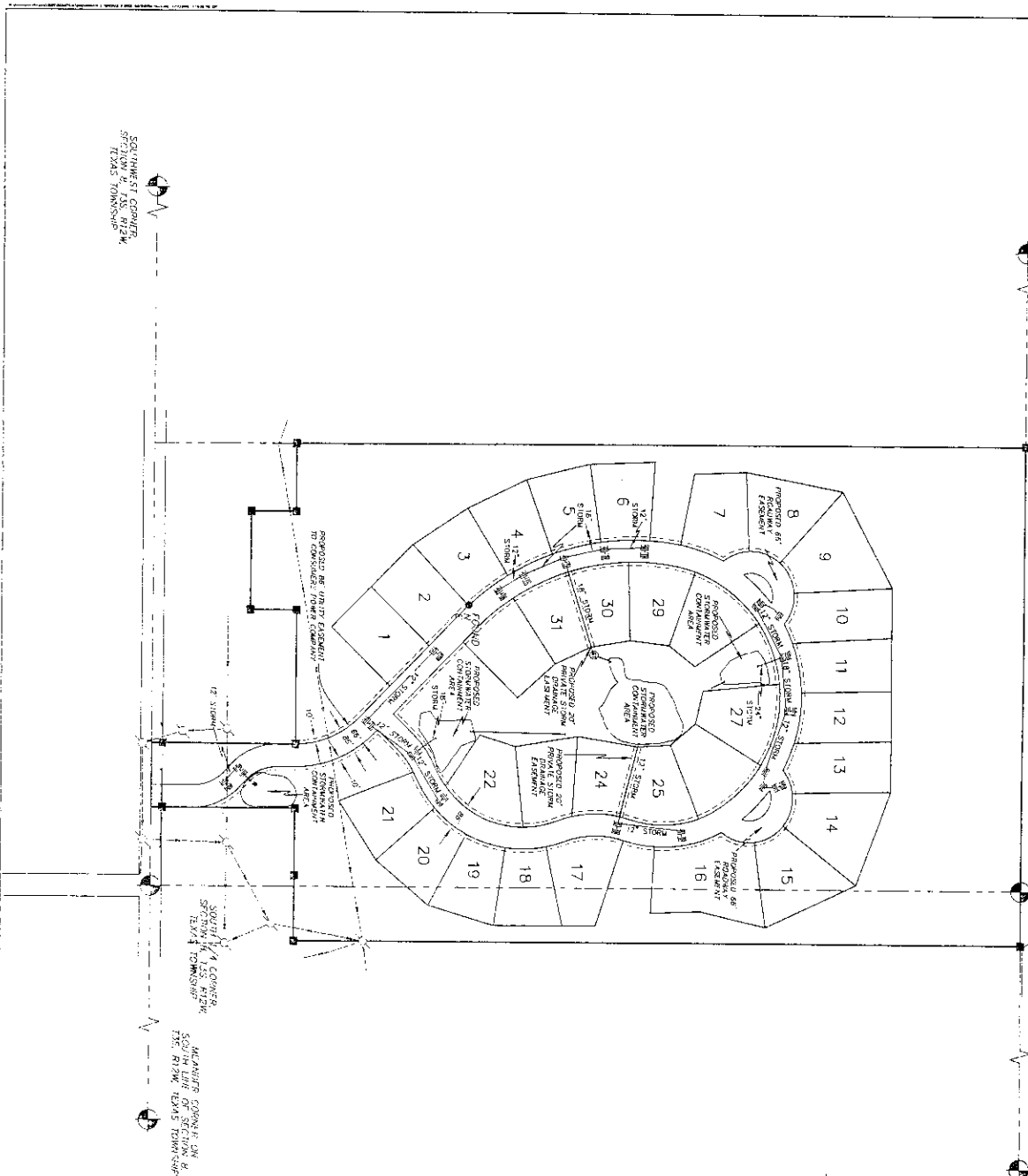
DRIESENKA & ASSOCIATES, INC.  
 Engineering  
 Surveying  
 Testing

UTILITY PLAN

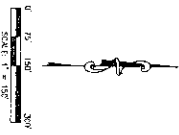
WEST 1/4 CORNER  
SECTION 8, T3S, R12W  
TEXAS TOWNSHIP

CENTER 1/4 CORNER  
SECTION 8, T3S, R12W  
TEXAS TOWNSHIP

EAST 1/4 CORNER  
SECTION 8, T3S, R12W  
TEXAS TOWNSHIP



- LEGEND**
- ☉ CATCH BASIN
  - ⊙ STORM MANHOLE
  - ⊕ FLARED END SECTION
  - PROPOSED STORM LINE
  - - - PROPOSED EASEMENT

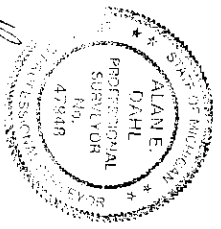


**GENERAL NOTES:**

1. BEARINGS BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 SECTION 8, T3S, R12W, AS RECORDED IN DOCUMENT NO. 200510143, KALAMAZOO COUNTY RECORDS.
2. CORNER MARKS ARE BASED ON AN ASSUMED DATUM USING THE SOUTHWEST CORNER OF SECTION 8, T3S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN AS NORTH 10010 3100 AND EAST 7395 7120.
3. ALL ROADS ARE PROPOSED TO BE PRIVATE AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
4. ALL ROADS AND PUBLIC UTILITIES WITHIN PROPOSED LOTS BE BUILT:

  1. ALL SIDING SETBACKS: 37' S FRONT, 17' SIDE YARD, 25' REAR

5. PARCEL IS CURRENTLY ZONED "A" (AGRICULTURAL).
6. A 12" X 36" IRON ENCASED IN 4" CONCRETE CYLINDER HAS BEEN PLACED AT ALL POINTS MARKED WITH "M".
7. UNITS WILL BE SERVED BY ON-SITE WATER VEILS.
8. UNITS WILL BE SERVED BY ON-SITE SEPTIC SYSTEMS.
9. STORM WATER RUNOFF SHALL BE DIRECTED TO CONDUIT DRAINAGE AREAS AS INDICATED. BASINS SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION. MAIN SIDE SLOPES SHALL BE 1 ON 4 OR FLATTER AND SHALL BE UNREINFORCED BUILT BERMINGS.
10. ALL DRAINAGE UTILITIES NOT SHOWN & OTHER LOCATIONS TO BE SHOWN ON AS BUILT DRAWINGS.
11. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM AVAILABLE RECORD AND ACTUAL FIELD MEASUREMENTS. THIS PLAN IS NOT INTENDED TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR AT ALL DIMENSIONS IN THE AREA BUILT BERMINGS.
12. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM AVAILABLE RECORD AND ACTUAL FIELD MEASUREMENTS. THIS PLAN IS NOT INTENDED TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR AT ALL DIMENSIONS IN THE AREA BUILT BERMINGS.



*Alan E. Dahl*  
DATE: 1-17-08  
STATE SOIL PROTECTION SUPERVISOR #41948  
DRIESENGA & ASSOCIATES, INC.  
552 SOUTH 6TH STREET  
KALAMAZOO, MICHIGAN 49008

<p><b>HUNTINGTON HILLS</b> SECTION 8, T3S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY BRAD ROCHE - UPDY, LLC 3245 SOUTH 6TH STREET KALAMAZOO, MI 49008</p> <p>UTILITY PLAN</p>		<p>DATE: 1/17/08 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: 1" = 100'</p>	<p>SECTION 8, T3S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY BRAD ROCHE - UPDY, LLC 3245 SOUTH 6TH STREET KALAMAZOO, MI 49008</p>	<p><b>DRIESENGA &amp; ASSOCIATES, INC.</b> Engineering Surveying Testing</p> <p>Michigan, MI - 616-366-0200 Toll Free, MI - 800-368-1818 Fax, MI - 616-366-0200</p> <p>Michigan, MI - 231-776-1000 Toll Free, MI - 800-368-1818 www.driesenga.com</p>
--	--	---	--	---

Form C

Mortgagee's Consent to Submission to Condominium  
Ownership



**2008-002289**

Page: 47 of 51  
01/23/2008 01:40P

MICHAEL HUTCHINSON

MSDE-Kalamazoo ROD

**MORTGAGEE'S CONSENT TO SUBMISSION OF REAL PROPERTY  
TO CONDOMINIUM PROJECT**

MPDV, LLC, a Michigan limited liability company, as Developer, is establishing HUNTINGTON HILLS (the Condominium) as a condominium project by recordation in the office of the Kalamazoo County Register of Deeds of the master deed (the Master Deed) of HUNTINGTON HILLS, to which this consent is attached, submitting to condominium ownership the real property in Texas Township, Kalamazoo County, Michigan, (the Premises), described in the Master Deed as

Land situated in the East half of the Southwest quarter and in the West half of the Southeast quarter of Section 8, Town 03 South, Range 12 West, Texas Township, Kalamazoo County, Michigan more particularly described as:

Beginning at a point on the South line of said Section 8, South 89 degrees 46 minutes 35 seconds East 2218.32 feet from the Southwest corner of said Section; thence Northerly at a right angle to said South line, North 00 degrees 13 minutes 25 seconds East 435.60 feet; thence parallel to the South line of the Southwest ¼ of said Section, North 89 degrees 46 minutes 35 seconds West 400.00 feet; thence at a right angle to aforesaid line, South 00 degrees 13 minutes 25 seconds West 140.43 feet; thence at a right angle to aforesaid line, North 89 degrees 46 minutes 35 seconds West 295.17 feet; thence a right angle to aforesaid line, North 00 degrees 13 minutes 25 seconds East 135.24 feet; thence parallel to the South line of the Southwest ¼ of said Section, North 89 degrees 46 minutes 35 seconds West 203.82 feet to the West line of the East ½ of the Southwest ¼ of said Section 8; thence along said West line, North 00 degrees 09 minutes 05 seconds West 2219.81 feet to the East and West ¼ line of the Southwest ¼ of said Section; thence along said East and West ¼ line, South 89 degrees 48 minutes 37 seconds East 1327.74 feet to the Center ¼ corner of said Section 8; thence along the East and West ¼ line of the Southeast ¼ of said Section, South 89 degrees 49 minutes 42 seconds East 164.31 feet to the East line of the West 10 acres of the Southeast ¼ of said section 8; thence along said East line, South 00 degrees 01 minutes 50 seconds East 2215.71 feet; thence North 89 degrees 42 minutes 40 seconds West 197.56 feet; thence South 00 degrees 11 minutes 24 seconds West 0.04 feet, thence parallel with the South line of the Southwest ¼ of said Section 8, North 89 degrees 46 minutes 35 seconds West 200.00 feet; thence South 00 degrees 11 minutes 24 seconds West 435.60 feet to the South line of said Section; thence along said South line, North 89 degrees 46 minutes 35 seconds West 191.06 feet to the point of beginning.

Said parcel contains 78.638 acres (3,425,456 square feet) more or less.

Subject to easements and restrictions apparent and of record.

Consumers Credit Union, a Michigan credit union, holds an interest in the Premises as mortgagee under a mortgage dated December 21, 2007, and recorded with the Kalamazoo County Register of Deeds as document number 2008-000414; consents to the submission of the Premises to the Condominium described and set forth in the Master Deed; and consents to the recordation of the Master Deed in the office of the Register of Deeds for Kalamazoo County, Michigan.

MORTGAGEE  
CONSUMERS CREDIT UNION

Dated: 1/27/08

By: /s/ Matthew L. Lahman  
Matthew Lahman  
Its: Vice President of Lending



**2008-002289**  
Page: 48 of 51  
01/23/2008 01:40P



STATE OF MICHIGAN )  
KALAMAZOO COUNTY )

Acknowledged before me in Kalamazoo County, Michigan, on Jan 22, 2007 by  
Matthew Lahman, authorized representative of Consumers Credit Union.

/s/ Heather L. Korpolos

Notary public, State of Michigan, County of Kalamazoo

My commission expires 04-12-2011

Acting in the County of \_\_\_\_\_

Drafted by and when recorded return to:  
Michael J. Hutchinson (P54820)  
MICHAEL J. HUTCHINSON, PLC  
P.O. Box 237  
Oshtemo, MI 49077  
Tel: 269-381-0803

HEATHER L. KORPOLOS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF KALAMAZOO  
MY COMMISSION EXPIRES 04-12-2011  
2008-002289



2008-002289

Page: 49 of 51  
01/23/2008 01:40P

Form D

Affidavit of Mailing Notices



**2008-002289**

Page: 50 of 51  
01/23/2008 01:40P

MICHAEL HUTCHINSON MSDE-Kalamazoo ROD

**AFFIDAVIT OF MAILING NOTICE OF INTENT TO ESTABLISH  
CONDOMINIUM PROJECT**

STATE OF MICHIGAN     )  
KALAMAZOO COUNTY    )

Michael J. Hutchinson, being duly sworn, states that on April 25, 2007, he served copies of a notice of intent with regard to Huntington Hills, a condominium project, on the following persons at the addresses listed below by mailing them the notice of intent by U.S. mail, certified mail, return receipt requested, first-class postage fully prepaid:

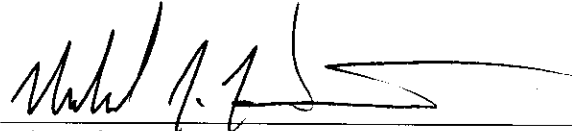
Michigan Department of Environmental  
Quality  
Water Bureau  
PO Box 30273  
Lansing, MI 48909-7773

Kalamazoo County Drain Commissioner  
201 West Kalamazoo Ave.  
Room 107  
Kalamazoo, MI 49007

Michigan Department of Transportation  
425 W. Ottawa St.  
PO Box 30050  
Lansing, MI 48909

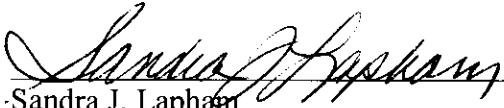
Kalamazoo County Road Commission  
3801 East Kilgore Road  
Kalamazoo, MI 49001

Texas Township  
7110 West Q Ave  
Kalamazoo, MI 49009



Michael J. Hutchinson

Signed and sworn to before me in Kalamazoo County, Michigan on October 30, 2007.



Sandra J. Lapham  
Notary Public, Allegan County, Michigan  
Acting in Kalamazoo County  
My commission expires: November 20, 2012

SANDRA J. LAPHAM  
Notary Public, State of Michigan  
County of Allegan  
My Commission Expires: Nov. 20, 2012  
Acting in the County of Kalamazoo



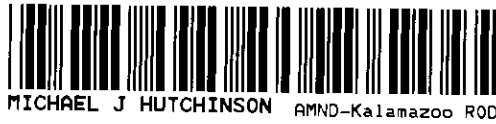
2008-002289

Page: 51 of 51  
01/23/2008 01:40P

DELIVERED

SEP 15 2008

KALAMAZOO COUNTY REGISTER OF DEEDS



2008-030625

Page: 1 of 1  
09/15/2008 01:19P

**FIRST AMENDMENT TO MASTER DEED OF HUNTINGTON HILLS  
(Pursuant to the Condominium Act, MCL 559.101 et seq.)**

This First Amendment to the Master Deed of Huntington Hills, Kalamazoo Condominium Subdivision Plan No. 229 recorded with the Kalamazoo County Register of Deeds at Document No. 2008-002289, is signed and delivered on September 15, 2008, by MPDV, LLC, a Michigan limited liability company, of 3245 South 8<sup>th</sup> Street, Kalamazoo, Michigan.

The Master Deed of Huntington Hills is amended as follows:

**FORM A TO MASTER DEED: CONDOMINIUM BYLAWS OF HUNTINGTON HILLS:**

Pursuant to Section 15.4 of the Condominium Bylaws of Huntington Hills and Section 9.1 of the Master Deed of Huntington Hills, Section 7.6b of the Condominium Bylaws of Huntington Hills is amended as follows:

**7.6 Specific Requirements.** All approvals required by this section shall comply with the following requirements:

- a. **Construction Materials.** [No amendment to subsection a of Condominium Bylaws]
- b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimension), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):
  - One-story home – 2250 sq. ft.
  - Multi-story home – 2800 sq. ft.

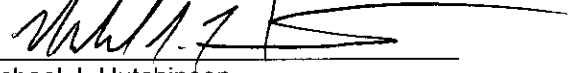
This First Amendment to Master Deed of Huntington Hills has been signed by Developer and shall be effective as of the date stated above.

MPDV, LLC

By:   
Bradley Roche  
Its President

State of Michigan )  
Kalamazoo County )

Acknowledged before me in Kalamazoo County, Michigan on September 15, 2008, by Bradley Roche, President of MPDV, LLC on behalf of the company.

/s/   
Michael J. Hutchinson  
Notary Public, State of Michigan, County of Kalamazoo.  
My Commission expires October 4, 2008.

*Drafted by and return to  
Michael J. Hutchinson (P54820)  
P.O. Box 237  
OSHTEMO MI 49077*

DELIVERED

SEP 15 2008

KALAMAZOO COUNTY REGISTER OF DEEDS



2008-030625

Page: 1 of 1  
09/15/2008 01:19P

**FIRST AMENDMENT TO MASTER DEED OF HUNTINGTON HILLS  
(Pursuant to the Condominium Act, MCL 559.101 et seq.)**

This First Amendment to the Master Deed of Huntington Hills, Kalamazoo Condominium Subdivision Plan No. 229 recorded with the Kalamazoo County Register of Deeds at Document No. 2008-002289, is signed and delivered on September 15, 2008, by MPDV, LLC, a Michigan limited liability company, of 3245 South 8<sup>th</sup> Street, Kalamazoo, Michigan.

The Master Deed of Huntington Hills is amended as follows:

**FORM A TO MASTER DEED: CONDOMINIUM BYLAWS OF HUNTINGTON HILLS:**

Pursuant to Section 15.4 of the Condominium Bylaws of Huntington Hills and Section 9.1 of the Master Deed of Huntington Hills, Section 7.6b of the Condominium Bylaws of Huntington Hills is amended as follows:

**7.6 Specific Requirements.** All approvals required by this section shall comply with the following requirements:

- a. **Construction Materials.** [No amendment to subsection a of Condominium Bylaws]
- b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimension), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):
  - One-story home – 2250 sq. ft.
  - Multi-story home – 2800 sq. ft.

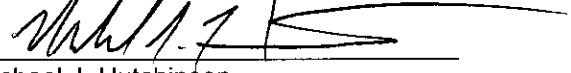
This First Amendment to Master Deed of Huntington Hills has been signed by Developer and shall be effective as of the date stated above.

MPDV, LLC

By:   
Bradley Roche  
Its President

State of Michigan     )  
Kalamazoo County    )

Acknowledged before me in Kalamazoo County, Michigan on September 15, 2008, by Bradley Roche, President of MPDV, LLC on behalf of the company.

/s/   
Michael J. Hutchinson  
Notary Public, State of Michigan, County of Kalamazoo.  
My Commission expires October 4, 2008.

*Drafted by and return to  
Michael J. Hutchinson (P54820)  
P.O. Box 237  
OSHTEMO MI 49077*