

ARTICLE VII

AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. Such amendment or termination shall be approved by the administrator, and a copy thereof recorded in the public records of Kent, County, Michigan.

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

(1) The amendment may be made without the consent of any Co-owner, mortgagee or other interested party as long as the administrator determines that the amendment does not materially alter or change the rights of the Co-owners, mortgagees or other interested parties, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(2) The amendment may be made, even if it will materially alter or change the rights of the Co-owners, mortgagees or other interested parties, upon approval of the administrator and the consent of two-thirds of the votes of the Co-owners; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, and provided, further, that the provisions of Article VI and this Article VII shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project. Co-owners and mortgagees of record shall be notified of proposed amendments under this sub-section before filing with the administrator.

(3) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

C. If there is a Co-owner other than the Developer, the Project shall be terminated only by agreement of the Developer and unaffiliated Co-owners to which 80% of the votes of the Association appertain, as follows:

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

(2) Upon recordation of an instrument terminating the Project, the property constituting the condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the common

elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

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

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

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

Witness

Arlyn L. Gort  
Arlyn L. Gort  
W.K. Van't Hof  
W.K. Van't Hof

By Donald J. Snip  
Donald J. Snip  
And Mary J. Snip  
Mary J. Snip

STATE OF MICHIGAN )  
COUNTY OF KENT ) ss.

On this 13th day of October, 1981, before me, a Notary Public in and for said County, appeared Donald J. Snip and Mary J. Snip, to me personally known, who being by me duly sworn, did say that they are the persons named in and who executed the within instrument; and the said persons further acknowledged said instrument to be their free act and deed.

Arlyn L. Gort  
Arlyn L. Gort  
Notary Public St. Clair County, Michigan  
My commission expires: December 8, 1981

EXHIBIT A

CONDOMINIUM BY-LAWS

ALPINE ESTATES CONDOMINIUMS

ARTICLE I

CONDOMINIUM PROJECT

Section 1. Organization. Alpine Estates Condominiums, a residential condominium project located in the City of Walker, Kent County, Michigan (the "Project") is being converted in successive segments so as to comprise a maximum of 30 living units. The management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association").

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

ARTICLE II

MEMBERSHIP AND VOTING

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

Section 2. Voting Rights. Except as limited in the Master Deed and in these By-Laws, each Co-Owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

Section 3. Members Entitled to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented written evidence of

TOTAL  
144 UNITS

ownership of a Condominium Unit in the Project, nor shall he be entitled to vote prior to the Initial Meeting of Members held in accordance with Section 1 of Article III hereof. The Developer shall be entitled to vote only those Units for which it is paying the monthly assessments as provided in Article V, Section 5 hereof.

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

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

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

#### ARTICLE III

##### MEETINGS AND QUORUM

Section 1. Initial Meeting of Members. The initial meeting of the members of the Association shall be convened within one hundred twenty (120) days after eighty (80%) percent of the Units in the Condominium (determined with reference to the Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association, or within twelve (12) months after the date on which a Master Deed for the Project has first been recorded, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of Directors of the Association. The Developer may call meetings of members of the Association for information or other appropriate purposes prior to the initial meeting of members, but no such meeting shall be construed as the initial meeting of members.

Section 2. Annual Meeting of Members. Thereafter, an annual meeting of the members shall be held in each year at the time and place specified in the Association By-Laws. At least 10 days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be mailed to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

Section 3. Advisory Committee. If for any reason the initial meeting of members has not occurred within twelve months after recording of the Master Deed, three persons shall be selected from among the non-developer Co-Owners to serve on an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee shall be to facilitate communication between the Board of Directors and the non-developer Co-Owners until the initial meeting has been held. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of directors at the first annual meeting of members. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than three such meetings every year unless both parties agree.

Section 4. Quorum of Members. The presence in person or by proxy of forty (40%) percent in number and value of the Co-Owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

#### ARTICLE IV

##### ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a Board of Directors to be elected in the manner set forth in the Association By-Laws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at a meeting of members called and held for such purpose. All actions of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the initial meeting or at any subsequent meeting, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause.

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

- (a) Care, upkeep and maintenance of the common elements;

(b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium;

(c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium;

(d) Adoption and amendment of rules and regulations covering the details of the use of Condominium property;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;

(g) Leasing or purchasing premises suitable for use by a managing agent and/or custodial personnel, upon such terms as the Board may approve;

(h) Granting concessions and licenses for the use of portions of the common elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(i) Authorizing the execution of contracts, deeds and easements affecting the Common Elements on behalf of the Co-Owners;

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

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

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

Section 3. Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts affecting the administration of the Condominium, which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and its Co-Owners. Such accounts shall be open for inspection by the Co-Owners during reasonable working hours at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-Owners at least 2 times per year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be audited annually by qualified independent auditors (who need not be certified public accountants), and the cost of such audit shall be an expense of administration.

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

All maintenance of and repair to the general common elements, whether located inside or outside the Units, and to limited common elements to the extent set forth in the Master Deed, shall be made by the Association and be charged to all the Co-Owners as a common expense unless necessitated by the negligence, misuse or neglect of a Co-Owner, in which case such expense shall be charged to such Co-Owner. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the common elements located therein or accessible therefrom. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the common elements or both.

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

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

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

**Section 8. Officers.** The Association By-Laws shall provide the designation, number, terms of office, quali-



fications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent herewith. Officers may be compensated, but only upon the affirmative vote of more than sixty (60%) per cent of all Co-Owners in number and in value.

Section 9. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than wilful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-Owners, in the manner and to the extent provided by Article V of the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-Owners vote to procure such an opinion.

## ARTICLE V

### ASSESSMENTS

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

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

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

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

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

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



Any increase in assessments other than or in addition to the foregoing, including assessments for the purchase or lease of a Unit for use of a resident manager shall be considered as a special assessment requiring approval by a vote of 60% or more of the Co-Owners in number and in value.

**Section 3. Levy of Assessments.** All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit by the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting thereof. The Board shall advise each Co-Owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-Owners and mortgagees.

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

Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the Seller or Grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement. Unless the purchaser or grantee requests a written

statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys fees incurred in the collection thereof.

The Association may also enter upon the common elements, limited or general, to remove and abate any condition, or may discontinue the furnishing of any services to a Co-Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 5. Obligations of the Developer. During the period of development and sale, which shall be defined as a thirty (30) day period following the issuance of a Permit to Sell, the Developer, even though a member of the Association, shall not be responsible for the payment of regular monthly assessments with respect to such Unit. In the event that a Unit has not been sold within thirty (30) days after issuance of a Permit to Sell with respect thereto:

(a) If the initial meeting of members has not occurred, the Developer shall pay a proportionate share of the current charges for maintenance and utilities actually incurred from time to time based upon the ratio of Units owned by the Developer at the time the expense is incurred to the total number of Units in the Project; and

(b) after the initial meeting of members has been held, the Developer shall pay the regular monthly assessment attributable to such Unit as Co-owner thereof.

Provided, that if such Unit is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit irrespective of whether the Transitional Control Date has yet occurred.

#### ARTICLE VI

#### TAXES, INSURANCE AND REPAIR

Section 1. Taxes. All special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project, or any phase thereof, was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration and shall be assessed against the Units in proportion to the number of votes in the Association appertaining to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made.

nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

**Section 2. Insurance.** The Association shall be appointed as Attorney-in-Fact for each Co-Owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or applicable, fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance pertinent to the ownership, use and maintenance of the common elements of the Project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-Owners, the mortgagees and the Developer, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to all mortgagees. Each Co-Owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his Unit, including interior walls, wall coverings, floor coverings, sliders, windows and screens, and it shall be each Co-Owner's responsibility to obtain insurance coverage for the fixtures and personal property located within his Unit or elsewhere in the Project and for personal liability for occurrences within his Unit or upon limited common elements appurtenant to his Unit, and the Association shall have no responsibility for obtaining such coverages. If the Association policy covers interior walls and/or limited common elements appurtenant to a Unit, then the reconstruction thereof shall be the responsibility of the Association. If insurance shall be held by the Association for the benefit of individual Co-Owners, then such Co-Owners shall be entitled to receive the proceeds thereof. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

(b) All common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage may also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and may further include the fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with plans and specifications thereof on file with the Association (or such replacements thereof as do not exceed the costs of such standard items). Any improvements made by a Co-Owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that, if the Association elects to include interior walls, fixtures, improvements and/or limited common elements under its insurance coverage, any additional premium cost to the Association attributable

thereto shall be assessed to and borne solely by said Co-Owner and collected as a part of the assessments against said Co-owner as provided herein.

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

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

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

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

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

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

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

**Section 3. Reconstruction and Repair.** If the Condominium Project or any of its general common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(a) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and fewer than 50% of the Units in any building are rendered uninhabitable by such fire or other disaster, provision for reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-Owners voting at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any,

or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to the Co-owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(b) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-Owners voting at a meeting called for such purpose. Any such meeting shall be held within 60 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board. Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(c) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for either reconstruction nor withdrawal is made pursuant to

subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

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

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

(a) If any portion of the common elements is taken by eminent domain, the award therefore shall be allocated to the Co-Owners in proportion to their respective undivided interests in the common elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any taking of common elements and any negotiated settlement approved by more than two-thirds of Co-Owners based upon assigned voting rights shall be binding on all Co-Owners.

(b) If a Unit is taken by eminent domain, the undivided interest in the common elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the re-allocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-Owner of the Unit taken for his undivided interest in the common elements, as well as for the Units.

(c) If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest for each Unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the Co-Owners of a Unit shall be re-allocated among the other Units in the Project in proportion to their respective undivided interests in the common elements. A Unit partially taken shall receive the re-allocation in proportion to its undivided interest as reduced by court order under this subsection. The court shall enter a decree reflecting the re-allocation of undivided interest produced thereby, and the award shall include just compensation to the Co-Owner of the Unit partially taken for that portion of the undivided interest in the common elements divested from the Co-Owner and not re-vested in the Co-Owner pursuant to subsection (d), as well as for that portion of the Unit taken by eminent domain.

(d) If the taking of the portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the common elements appertaining to that Unit shall thenceforth appertain to the remaining Units in the Project, being allocated to them in proportion to their respective undivided interest in the common elements. The remaining portion shall thenceforth be a common element. The court shall enter an order



reflecting re-allocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Unit for the Co-Owners entire undivided interest in the common elements and for the entire condominium unit.

(e) Votes in the Association and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to the relative voting strength in the Association. A Unit partially taken shall receive a re-allocation as though the voting strength in the Association was reduced in proportion to the deduction in the undivided interests in the common elements.

## ARTICLE VII

### USE AND OCCUPANCY RESTRICTIONS

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or any common element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that professional and quasi-professional Co-Owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate unreasonable traffic by members of the general public. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.

Section 2. Common Areas. The common elements shall be used only by the Co-Owners of Units in the condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any recreational facilities, storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any Co-Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of all of said common elements.

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

- (a) No more than four (4) persons shall permanently occupy or reside in any two-bedroom Unit, nor more than six (6) persons in any three-bedroom Unit, without the express prior written approval of the Association. In the event that a violation of this restriction by a family in

occupancy of a Unit results from the birth or adoption of a child, or the marriage or re-marriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time in which to cure such violation or otherwise dispose of the Unit.

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

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

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

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

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

(g) No Co-Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any CB, short wave or other radio or television antenna, window air-conditioning unit, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Co-Owner from placing and maintaining outdoor furniture and decora-

tive foliage of a customary nature and appearance on a deck or porch which is a limited common element appurtenant to his Unit.

(h) No animal, including household pets, shall be kept without the prior written consent of the Association which consent, if given, shall be revocable at any time by the Board of Directors thereof. Pets permitted by the Association shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time-to-time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common elements, limited or general, and any person who causes or permits any animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(i) No structure of a temporary character, trailer, tent, shack, garage, accessory building or outbuilding shall be used at any time as a residence, either temporary or permanent. No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto without the written approval of the Association, and no more than two

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

(j) The common elements shall not be used for the storage of supplies, personal property, trash or refuse of any kind except in assigned garage and attic spaces and in common trash receptacles placed at the discretion of the Board of Directors. In general, no activity shall be carried on nor condition maintained by any Co-Owner either in his Unit or upon the Common Elements which despoil the appearance of the Condominium.

**Section 4. Rules of Conduct.** Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-Owner at least 10 days prior to their effective date, and may be revoked any time by the affirmative vote of more than 66% of all Co-Owners in number and in value.

**Section 5. Remedies on Breach.** A default by a Co-Owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy appropriate to the nature of the breach as may

be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon 7 days notice, the levying of fines against Co-Owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

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

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

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

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

#### ARTICLE VIII

##### MORTGAGES

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

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

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

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

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

(c) The holder of any first mortgage which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession thereof (except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments charged to all Units including the mortgaged unit).

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

## ARTICLE IX

### LEASES

**Section 1. Notice of Lease.** A Co-Owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least twenty-one (21) days before leasing the Unit, and shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. A Developer proposing to rent condominium Units before the Transitional Control Date, shall notify either the advisory committee or each Co-Owner in writing.

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

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

(a) The Association shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant.

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

(c) If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-Owner and tenant or non Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages caused by the Co-Owner or tenant in connection with the Condominium Unit.

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

## ARTICLE X

### ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-Owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the Arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to such arbitration.

Section 2. Preservation of Rights. Election by any Co-Owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts. Provided, however, that no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.



ARTICLE XI

MISCELLANEOUS PROVISIONS

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

Section 2. Notices. Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association at 0-2050 Chicago Drive, Jenison Michigan 49428, or to any Co-Owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

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

Section 3. Amendment. These By-Laws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VII of the Master Deed of Alpine Estates Condominiums.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 82  
EXHIBIT "B" TO THE MASTER DEED OF:

# ALPINE ESTATES CONDOMINIUMS

CITY OF WALKER, KENT COUNTY, MICHIGAN.

ENGINEER: EXCEL ENGINEERING INC. 3959 CLAY AVE. SW. GRAND RAPIDS MI. 49508

DEVELOPER: DONALD J. & MARY J. SNIP, HUSBAND & WIFE, 0-2050 CHICAGO DR. JENISON MI. 49428

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

Description - Parcel 1  
Part of Lot 205, Alpine Estates No. 7, M<sup>c</sup> 1/4, Section 11, 17N, 81W, City of Walker, Kent County, Michigan, described as: 166'x116' along the North line of said Lot 205, thence S89°54'E 111.95 feet along the West line of the East 71.42 feet of said Lot 205, thence S89°53'W 103.97 feet, thence N41°11'W 116.14 feet to the place of beginning. This parcel contains 12,687 square feet. Subject to easements and restrictions of record.

Description - Parcel 2  
Lots 203 and part of Lot 204, Alpine Estates No. 7, M<sup>c</sup> 1/4, Section 11, 17N, 81W, City of Walker, Kent County, Michigan, described as: 866'x116' at a point which is N89°54'E 55.81 feet from the NE corner of said Lot 205, thence N89°54'E 136.40 feet along the North line of said Lot 204, thence S41°2'E 202.43 feet along the East line of Lot 204 and 203 to the SE corner of Lot 203, thence S89°53'W 135.34 feet to the SE corner of Lot 203, thence N41°12'W 121.01 feet along the East line of Cornelia Avenue, thence Northwesterly 88.97 feet along a 68 foot radius curve to the center of which bears N47°09'30"W 85.55 feet, thence S89°07'W 117.77 feet to the place of beginning. This parcel contains 48,360 square feet. Subject to easements and restrictions of record.

Description of Parcel 3  
Lots 208, 209 and part of Lot 210, Alpine Estates No. 7, M<sup>c</sup> 1/4, Section 11, 17N, 81W, City of Walker, Kent County, Michigan, described as: 866'x116' at a point on the South line of Lot 210, which is S89°53'W 134.82 feet from the SE corner of Lot 210, thence S89°53'W 433.02 feet along the South line of Lots 210, 209 and 208 to the SE corner of Lot 208, thence N41°10'W 10.0 feet along the West line of Lot 208, thence N41°40'E 178.64 feet along the Northwesterly line of Lot 208, thence Easterly 74.88 feet along a 50 foot radius curve to the center of which bears S41°04'W 107.83 feet, thence S89°53'W 28.54 feet, thence N41°12'W 25.15 feet, thence S89°53'E 216.0 feet along the South line of Mc Carthy Street, thence S89°07'E 116.0 feet to the place of beginning. This parcel contains 45,160 square feet. Subject to easements and restrictions of record.

- SHEET INDEX
1. FACE SHEET
  2. SITE, SURVEY & UTILITY PLAN
  3. BUILDING 1
  4. BUILDING 2
  5. BUILDING 3
  6. BUILDING 4
  7. BUILDING 5
  8. BUILDING 6
  9. BUILDING 7

APPROVED

JAN 20 1982

MICHIGAN DEPARTMENT  
OF COMMERCE  
CORPORATION & SECURITIES DIVISION

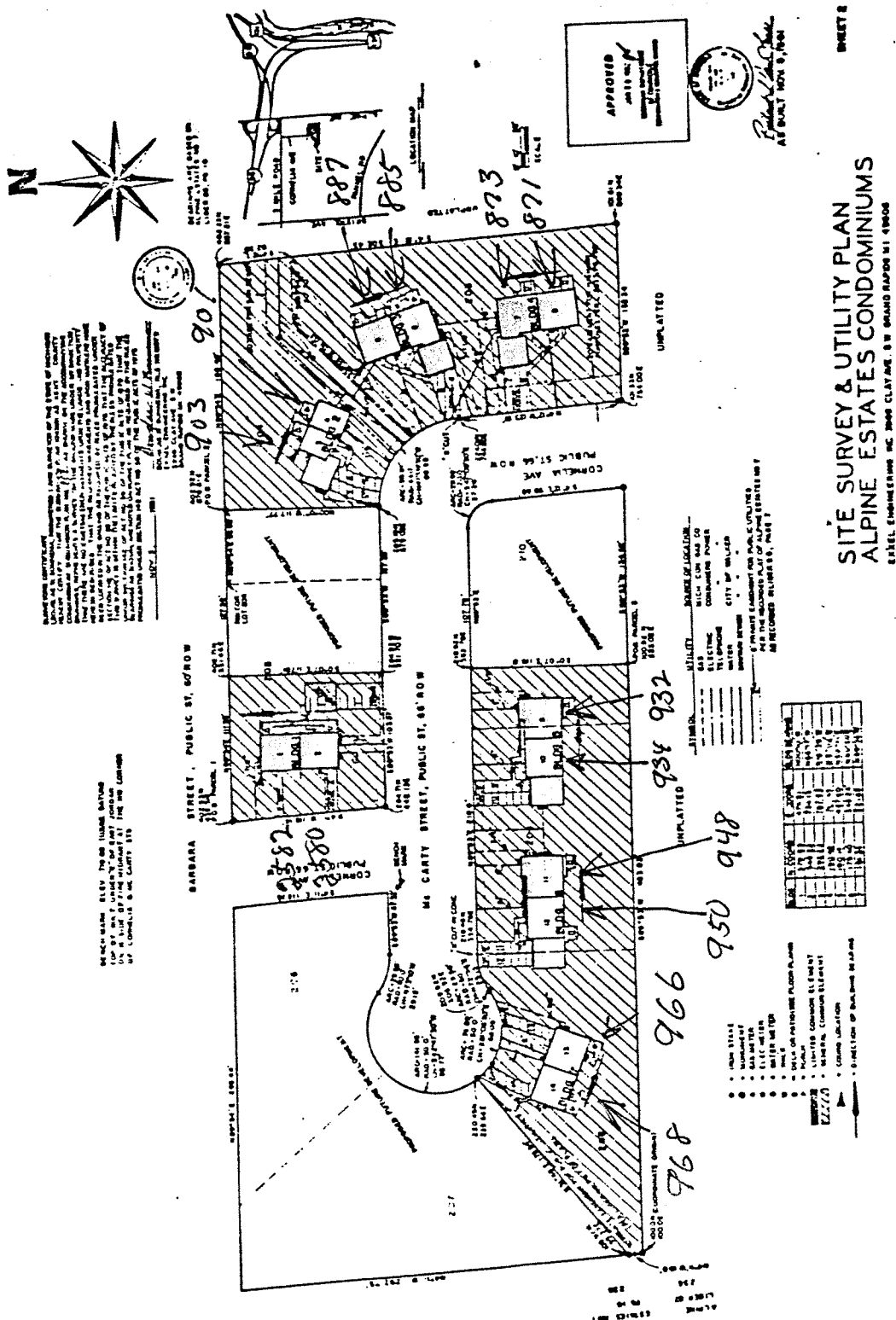


*John J. Snip*  
AS-BUILT NOV. 5, 1981

SHEET 1

EXHIBIT B

LIBRARY 2371 PAGE 532



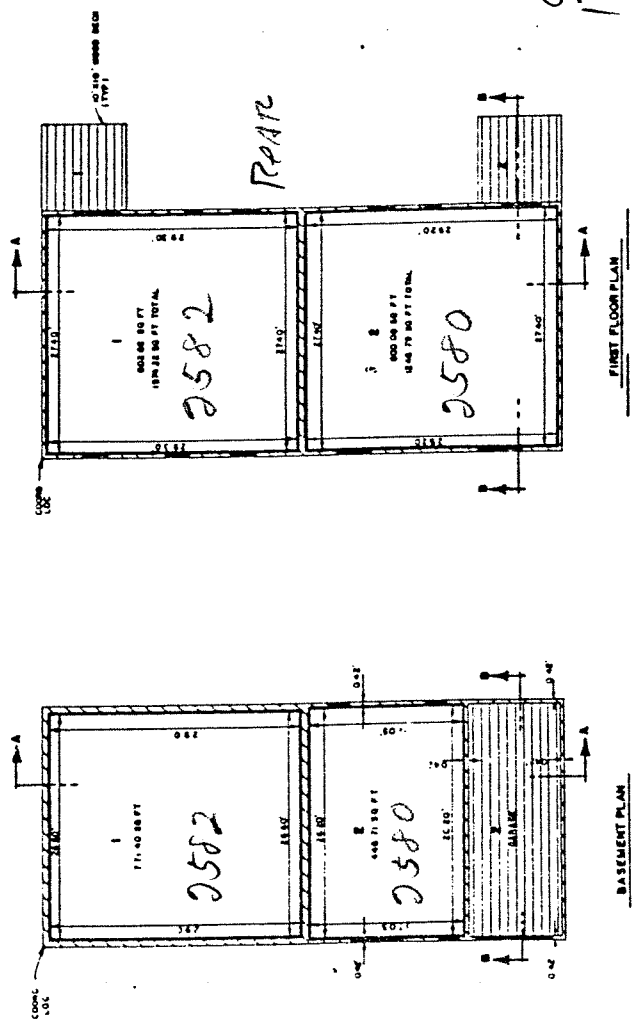
**SITE SURVEY & UTILITY PLAN**  
**ALPINE ESTATES CONDOMINIUMS**  
RACHEL ENGINEERING INC. 2006 CLAY AVE. S.W. GRAND RAPIDS MI 49508

**QUEST 1**

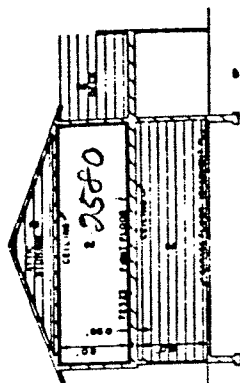
*Robert L. L. L.*

03A0064V

CORNELIA UNITS



LIBER 2371 PAGE 534



SECTION "B-B"

Garage

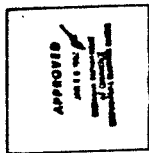
BASEMENT WALLS ARE 8" x 8" CONCRETE  
FIRST FLOOR PARTY WALLS ARE 8" x 8"  
FIRST FLOOR EXTERIOR WALLS ARE 8" x 8"  
ALL UNITS: COMMON ELEMENTS  
COMMON ELEMENTS  
LIMITS OF COMMON  
ALL COMMON AREAS ARE AT RIGHT ANGLES TO  
EACH OTHER UNLESS OTHERWISE NOTED

SCALE

ASSOC.

Build.

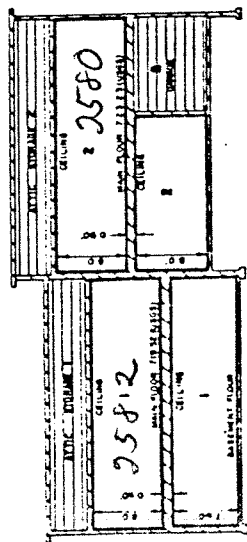
2582



AS BUILT NOV. 9, 1961

**BUILDING 1**  
**ALPINE ESTATES CONDOMINIUMS**  
REAL ENGINEERING INC. 3000 CLAY AVE. S.W. GRAND RAPIDS MI 49508

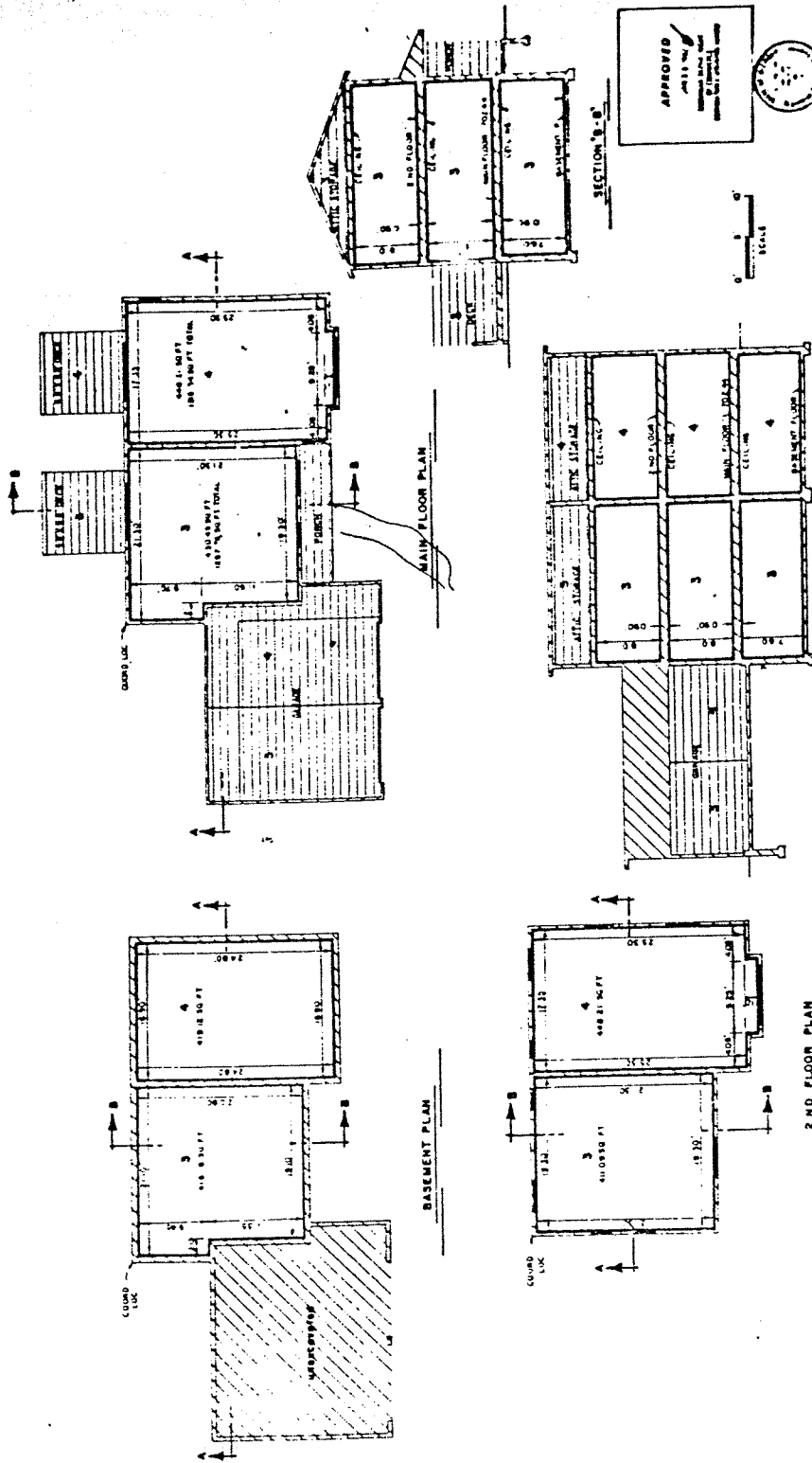
SHEETS



SECTION "B-B"

NO →  
Garage  
ATT.

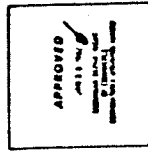
Garage  
in REAR Detached



# **BUILDING 2 ALPINE ESTATES CONDOMINIUMS**

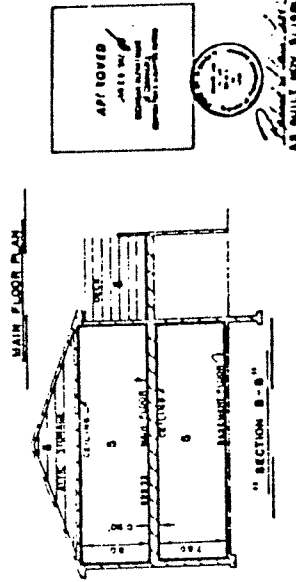
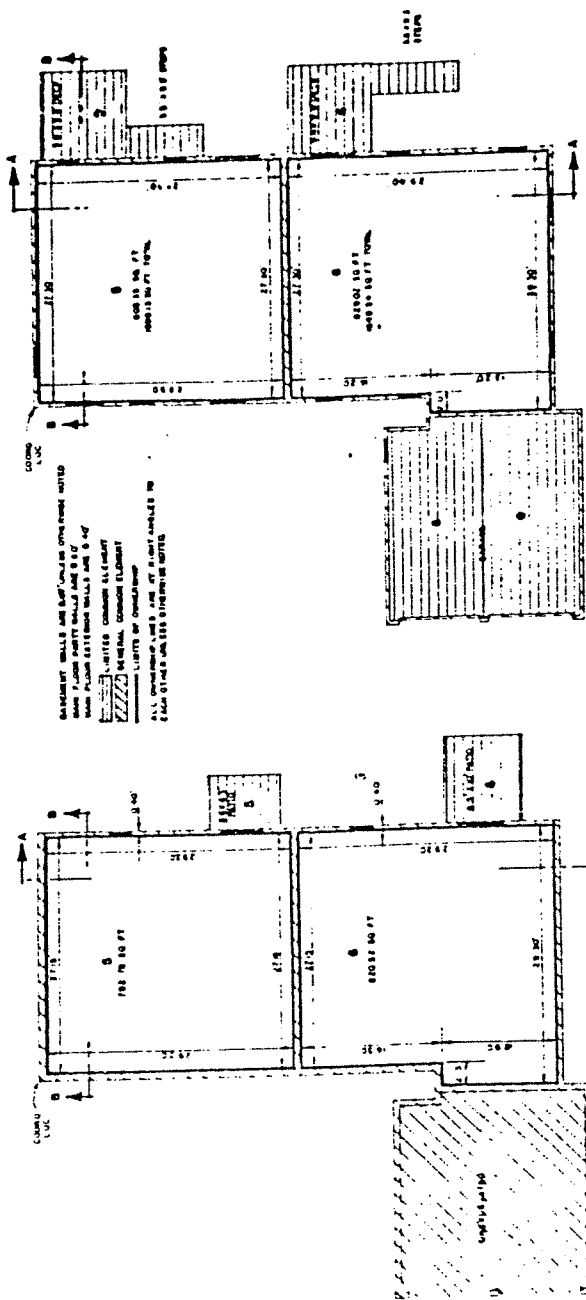
EXCEL ENGINEERING INC 3030 CLAY AVE S D GRAND RAPIDS MI 49508

SHEET 4



AS BUILT NOV 3, 1998

BASINMENT WALLS ARE 8" THICK  
BASE FLOOR PARTY WALLS ARE 8" THICK  
BASE FLOOR INTERIOR WALLS ARE 8" THICK  
UNITED STATES GOVERNMENT  
DEPARTMENT OF COMMERCE  
BUREAU OF REVENUE  
ALL DIMENSIONS ARE IN FEET AND INCHES  
FOR OTHER DIMENSIONS SEE NOTES



**BUILDING 3**  
**ALPINE ESTATES CONDOMINIUMS**  
 PIXEL ENGINEERING INC 3888 CLAY AVE SW GRAND RAPIDS MI 49508

SHEET 3

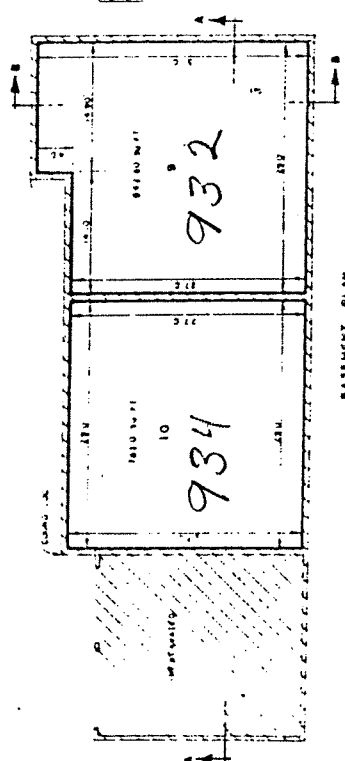
APPROVED  
 JAMES M. JONES  
 JAMES M. JONES & ASSOCIATES  
 ARCHITECTS



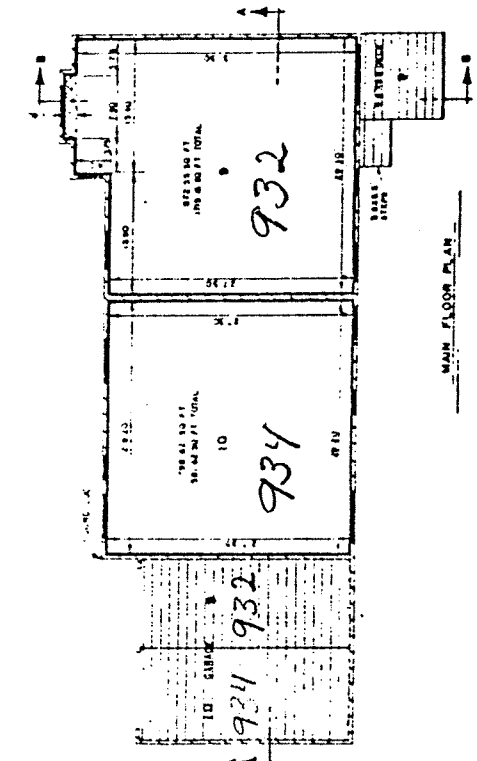
AS BUILT NOV 8, 1986



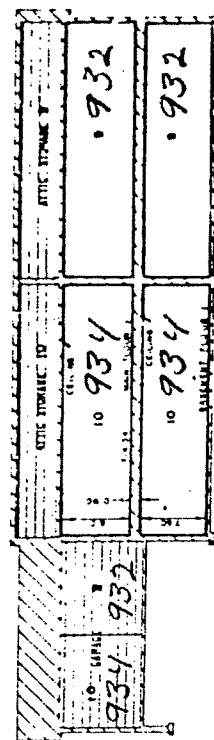




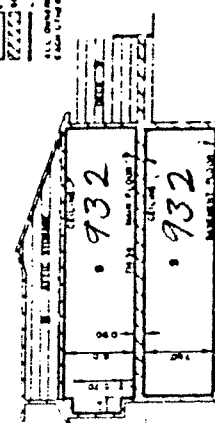
BASEMENT PLAN



MAIN FLOOR PLAN

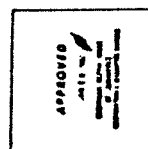


SECTION "A-A"



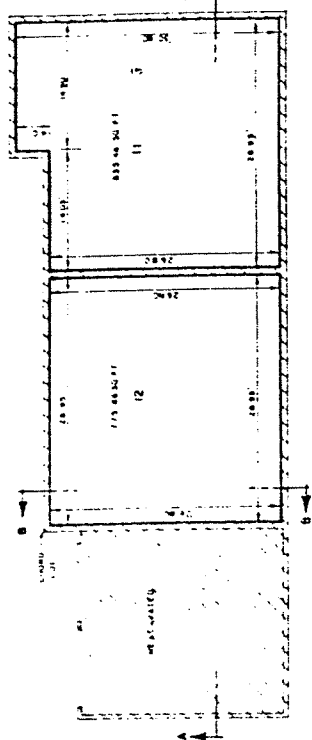
SECTION "B-B"

NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

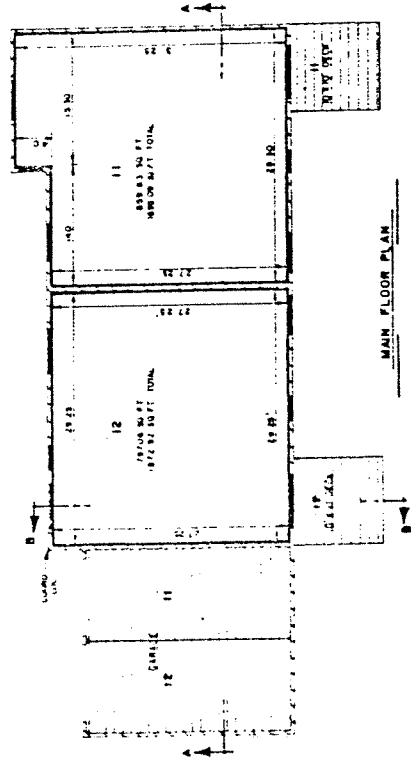


BUILDING 5,  
ALPINE ESTATES CONDOMINIUMS  
ENGINEERING INC 3000 CLAY AVE SE GRAND RAPIDS MI 49508

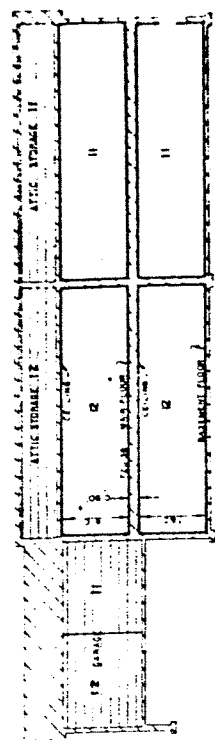
12371 539



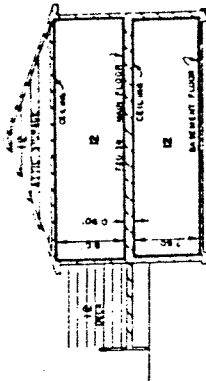
BASEMENT PLAN



MAIN FLOOR PLAN

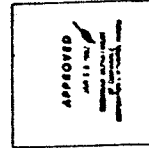


SECTION "A-A"

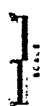


SECTION "B-B"

BASEMENT WALLS AND JOIST  
MAIN FLOOR PARTS WALLS AND JOIST  
MAIN FLOOR PARTS OF WALLS AND JOIST  
ALL OTHER PARTS OF WALLS AND JOIST  
ALL OTHER PARTS OF WALLS AND JOIST  
ALL OTHER PARTS OF WALLS AND JOIST  
ALL OTHER PARTS OF WALLS AND JOIST



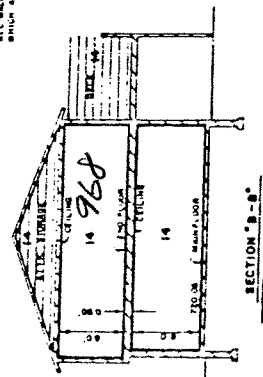
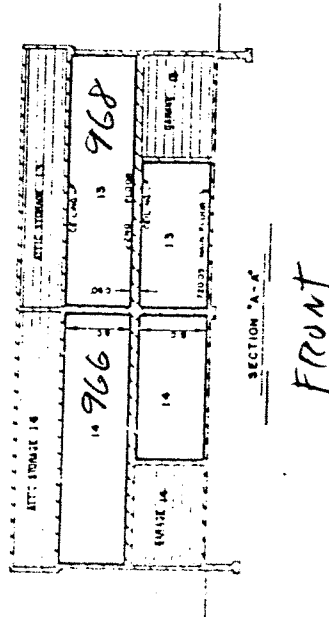
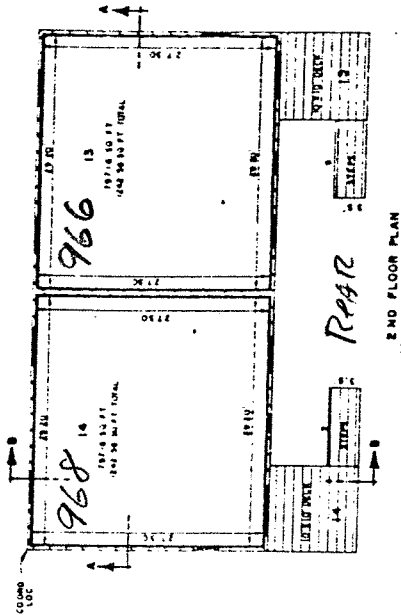
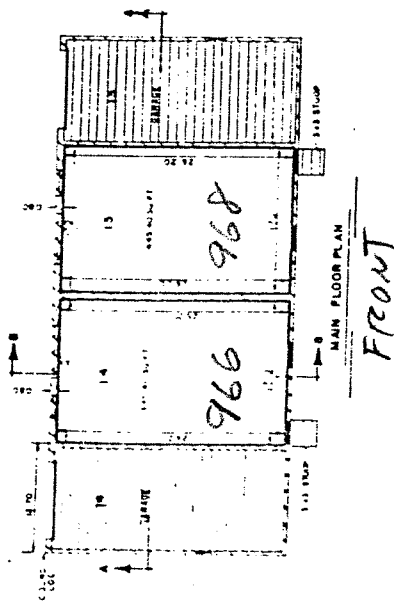
AS BUILT NOV 19, 1960



BUILDING 6  
ALPINE ESTATES CONDOMINIUMS  
EXCEL ENGINEERING INC. 3005 CLAY AVE NW GRAND RAPIDS MI 49508

SHEET 8

13-2371 PAGE 540



ALL WALLS ARE 6" O.C. EXCEPT PARTY WALLS  
WHICH ARE 8" O.C. & EXCEPT ADJACENT  
LIMITED COMMON ELEMENTS  
GENERAL COMMON ELEMENTS  
LIMITS OF JOINTS  
ALL DIMENSIONS ARE AT RIGHT ANGLES UNLESS  
OTHERWISE SPECIFIED OTHERWISE NOTED

APPROVED  
DATE 10/1/81  
BY [Signature]  
PROJECT ENGINEER



AS BUILT NOV. 3, 1981

SHEET 9

BUILDING 7  
ALPINE ESTATES CONDOMINIUMS  
CARTEL ENGINEERING INC 3809 CLAY AVE 3RD GRAND RAPIDS MI 49508