

LIBER 2374 REG 1010

STATE OF MICHIGAN  
COUNTY OF KENT  
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MAR 25 4 01 PM '82

*Maurice J. de Jongh*

REG. OF DEEDS

MASTER DEED  
ARROWHEAD ARMS

(Act 59, Public Acts of 1978)  
as amended

Kent County Condominium Subdivision Plan No. 85

- (1) Master Deed establishing Arrowhead Arms, a Condominium Project.
- (2) Exhibit A to Master Deed: Condominium By-Laws of Arrowhead Arms.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Arrowhead Arms.
- (4) Exhibit C to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership.
- (5) Certificate of Approval of Master Deed by Michigan Department of Commerce. <sup>2</sup>

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

This Instrument Drafted by:

William K. Van't Hof  
700 Frey Building  
Union Bank Plaza  
Grand Rapids, Michigan 49503

## MASTER DEED

## ARROWHEAD ARMS

(Act 59, Public Acts of 1978)  
as amended

This Master Deed is made and executed on this 6<sup>th</sup> day of October 1981, by VK & B Developers, Inc. a Michigan corporation (the "Developer"), whose principal office is situated at 700 Frey Building, Grand Rapids, Michigan, is represented herein by its President and Secretary, who are fully empowered and qualified to act on behalf of said corporation.

W I T N E S S E I H:

WHEREAS, the Developer is engaged in the construction of a Condominium Project to be known as Arrowhead Arms (the "Project"), pursuant to plans approved by the City of Grandville on a parcel of land described in Article II hereof; and

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

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

ARTICLE I

NATURE OF PROJECT

The Project is a residential condominium which is being constructed in a single phase so as to comprise a maximum of 44 residential living Units. The four buildings which comprise the Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in the Condominium Subdivision Plans and each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and the

limited common elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the general common elements of the Project as designated by this Master Deed.

## ARTICLE II

LEGAL DESCRIPTION

The land upon which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in the City of Grandville, Kent County, Michigan, and is described as follows:

That part of Lot 6, Closterhouse & Wilson Plat of Hamilton Park, Section 17, T6N, R12W, City of Grandville, Kent County, Michigan, described as BEGINNING at a point on the South line of Lot 6 which is N89°31'W 7.0 feet from the SE corner of Lot 6; thence N89°31'W 726.3 feet along the South line of Lot 6; thence N00°00'E 93.0 feet along the East line of Lot 6; thence N00°00'E 135.40 feet; thence S89°31'W 688.43 feet along the North line of Lot 6; thence S00°00'W 228.40 feet along the West line of Ivanres Avenue to the place of beginning. This parcel contains 3.69 Acres.

P.P. No. 41-17-17 - 276-014

Verified by P D &amp; M 50

## ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association By-laws and Rules and Regulations of the Arrowhead Arms Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

- (a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Act of 1978, as amended.
- (b) "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

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

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

(e) "Common Elements", where used without modification, means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article IV. A Common Element shall

TAX CERTIFICATES AS REQUIRED BY  
SEC. 135, ACT NO. 124, PUBLIC  
ACTS OF 1995 MUST PRESENTED  
MAURICE I. DE JONGE, REGISTER

Individual against the within description, and all taxes on same are paid in my office. This certificate does not apply to current taxes, if any.

Security, Kent County Treasurer, Grand Haven, Michigan

not be separable from the Condominium Unit or Units to which it is appurtenant.

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

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

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

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

(j) "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

(k) "Developer" means VK & B Developers, Inc., a Michigan corporation, which has made and executed this Master Deed, its successors and assigns.

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

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

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

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

(p) "Project" or "Condominium" means Arrowhead Arms, an approved condominium development established in conformity with the provisions of the Act.

(q) "Transitional Control Date" means the date on which the Association shall assume control of the Project.



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

## ARTICLE IV

COMMON ELEMENTS

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

## A. The General Common Elements are:

- (1) The land described in Article II hereof, including easement interests of the Condominium in the land provided to it for ingress and egress, if any;
- (2) The parking areas, drives, sidewalks, yards, trees, shrubs and other plantings;
- (3) The electrical, telephone and/or television wiring networks throughout the common areas of the Project, including those contained within common walls; floors and ceilings;
- (4) The plumbing and gas line networks throughout the common areas of the Project, including those contained within common walls; floors and ceilings;
- (5) The heating and/or air-conditioning ductworks and conduits throughout the common areas of the Project, including those contained within common walls, floors or ceilings;
- (6) The water distribution system, sanitary sewer system and storm drainage system serving the Project;
- (7) The foundations, roofs, ceilings and floors (including doors and chimneys therein), entrances and exits of the Project, and perimeter walls and other walls designated as General Common Elements on the Subdivision Plans;
- (8) The common attic spaces, and the portions of any garage not otherwise designated as a Limited Common Element in the Condominium Subdivision Plans; and
- (9) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

## B. The Limited Common Elements are:

- (1) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;
- (2) The patio appurtenant to each lower level Unit, and the deck appurtenant to upper level Units;
- (3) The secured storage area assigned to each Unit and the automatic garage door opening mechanism assigned to any Unit;

- (4) The separate furnace, water heater, air-conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;
- (5) The windows, sliders and/or screens located within or adjacent to any Unit perimeter wall;
- (6) Garage interior spaces;
- (7) The interior surfaces of perimeter walls, doors, ceilings and floors contained within a Condominium Unit; and
- (8) Vestibules, stairwells and/or landings which shall be limited in use to the Co-owners residing in the building in which such Common Elements are located.

In the event no specific assignments of the Limited Common Elements described in subparagraphs (B)(3) and (6) have been made in the Condominium Subdivision Plan, the Developer reserves the right to designate each such space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units and all other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments as the same may be approved by the Michigan Department of Commerce, and hereby irrevocably appoint Developer or successor as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

C. The costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV(B)(1), IV(B)(4) and IV(B)(5), and the decoration and interior maintenance of the Limited Common Elements described in Article IV(B)(3), IV(B)(6) and IV(B)(7) shall be borne by the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant. The costs of maintenance, repair and replacement of all other General and Limited Common Elements described above shall be borne by the Association except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet; provided, that if any Unit owner shall elect to construct or install, with the approval of the Association, any improvements to his Unit or to the common elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such unusual costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

D. A Limited Common Element may be re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected owners must consent to such reassignment of a Limited Common Element.

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

## ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan as surveyed by Exxel Engineering, Inc. consulting engineers and surveyors. The architectural plans are shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the condominium Subdivision Plans and as delineated by detailed dimensional descriptions of the same contained by said outline, less any Common Elements contained therein. In determining dimensions, each Condominium Unit shall be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

B. The total value of the Project is 100, and the percentage thereof assigned to each Condominium Unit shall be as set forth in paragraph C of this Article. Said percentage value has been determined under a formula by which a weight of 95% is assigned to market value and 5% to other factors including the size of the Unit based on square footage, location and allocable expenses of maintenance. Except as provided in this Article, such percentage of value shall be changes only in the manner provided by Article VII(B)(2) expressed in an amendment to this Master Deed, duly approved and recorded.

C. The number of each Condominium Unit in the Project as it appears on the Condominium Subdivision Plans and the percentage of value assigned to each such unit are as follows:

Percentage of Value Assigned		Percentage of Value Assigned	
Unit No.	Unit No.	Unit No.	Unit No.
<u>Building No. 1</u>		<u>Building No. 2</u>	
1.	2.595	9.	2.595
2.	2.170	10.	2.170
3.	2.170	11.	2.170
4.	2.595	12.	2.170
5.	2.450	13.	2.170
6.	2.090	14.	2.595
7.	2.090	15.	2.450
8.	2.450	16.	2.090
		17.	2.090
		18.	2.090
		19.	2.090
		20.	2.450
		21.	2.595
		22.	2.170
		23.	2.170
		24.	2.170
		25.	2.170
		26.	2.595
		27.	2.450
		28.	2.090
		29.	2.090
		30.	2.090
		31.	2.090
		32.	2.450



Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
33.	2,595	41.	2,090
34.	2,170	42.	2,090
35.	2,170	43.	2,090
36.	2,170	44.	2,450

D. The number, size, style and/or location of a Unit or of any Limited Common Element appurtenant to a Unit as described in Exhibit "B" hereof may be modified from time to time, in Developer's sole discretion, by amendment effectuated solely by the Developer or its successors with the approval of the Michigan Department of Commerce but without the consent of any other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of the Unit which adjoins or is proximate to the modified Unit or Limited Common Element. The Developer may also, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of percentages of value for the Project. No Unit modified in accordance with this paragraph shall be constructed, however, until an amendment to the master Deed duly reflecting all such changes shall have been approved by the Administrators and recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth herein, the proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine to be necessary in conjunction therewith. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI

EASEMENTS

Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements for the maintenance and repair of Common Elements, which easements shall be administered by the Association of Co-owners, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the project. Public utilities



for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-Laws.

Until final completion of the Project as described in Article I of this Master Deed the Developer reserves for the benefit of itself, its successors and assigns:

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

(b) easements to utilize, tap and tie into all utility mains located on the land described in Article II.

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

#### 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 permitted by Article V(D) and 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.

Witnesses:

Joan R. Niven  
Joan R. Niven

By Lloyd A. Botsford  
Lloyd A. Botsford,  
President

VK & B DEVELOPERS, INC.,

W.K. Van't Hof  
W.K. Van't Hof

And William VanderKodde  
William VanderKodde,  
Secretary

STATE OF MICHIGAN )  
                          ) )  
COUNTY OF KENT      ) )  
                          ) )

ss.

On this 6th day of Oct. 1981, before me, a Notary Public in and for said County, appeared Lloyd A. Botsford and William VanderKodde, to me personally known, who being by me duly sworn, did say that they are respectively the President and Secretary of VK & B Developers, Inc., the Corporation named in and which executed the within instrument; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and the said persons further acknowledged said instrument to be the free act and deed of said Corporation.



Joan R. Niven  
Notary Public, Kent County, Michigan  
My commission expires: June 6, 1984

CONDOMINIUM BY-LAWS

ARROWHEAD ARMS

ARTICLE I

CONDOMINIUM PROJECT

Section 1. Organization. Arrowhead Arms, a residential condominium project located in the City of Grandville, Kent County, Michigan (the "Project") is being constructed in a single phase so as to comprise a maximum of 44 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, leasees of 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 value, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of vote 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



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 has obtained a certificate of occupancy, and which it still owns at the date on which the vote is cast.

The person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association 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 have been sold and the purchasers thereof qualified as members of the Association, or within twenty-four (24) 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 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 twenty (20%) 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 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

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 herein-after 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, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent herewith. Officers may be compensated, but only upon the affirmative vote of more than sixty (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 willful 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 and reserves, and shall allocate to their respective common interests all Co-Owners according to 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. Until such time as the regular monthly assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the units owned by it, whether constructed or not.

After the time at which the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association which are directly attributable to the Units being constructed by the Developer, together with a pro-rata share of costs of administration other than costs attributable to the maintenance of dwellings, such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives and walks. Provided, that if a Unit owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

#### ARTICLE VI

#### TAXES, INSURANCE AND REPAIR

Section 1. Taxes. Subsequent to the year in which construction of the building containing a Unit is completed, all special assessments and property taxes shall be assessed against the individual Units and not against the total property of the Project or any part thereof, except for the year in which the Project 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 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 neither reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(d) Prompt written notice of any and all 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 reverted 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 respected 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, 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 decorative foliage of a customary nature and appearance on a patio or balcony which is a limited common element appurtenant to his Unit.

(h) No animal, other than one dog of a weight of 20 pounds or less or not more than one cat, shall be kept by the owners/and residents of any Unit in the project without the prior written consent of the Association acting through 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 on the Condominium property 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 for storage in assigned areas designated as limited common elements 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

(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 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. No Unit shall be rented or leased for a period of less than ninety (90) days without the prior written consent of the Association. A Developer proposing to rent condominium Units before the Transitional Control Date, shall notify either the advisory committee or each Co-Owner in writing.

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

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

(a) The Association shall notify the Co-Owner by the 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) for the Co-Owner and tenant or non Co-Owner occupant against 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 700 Frey Building, Grand Rapids, Michigan 49503, or to any Co-Owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-Owners. Any Co-Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above 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 Arrowhead Arms.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 85

EXHIBIT "B" TO THE MASTER DEED OF:

# ARROWHEAD ARMS

CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

DEVELOPER: V, K & B DEVELOPERS, INC. 700 FREY BUILDING, GRAND RAPIDS, MI. 49503  
ENGINEER: EXXEL ENGINEERING INC. 3959 CLAY AVE. GRAND RAPIDS MI. 49508

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

### SHEET INDEX

1. FACE SHEET
2. SITE, SURVEY & UTILITY PLAN
3. BUILDING 1 FLOOR PLANS & SECTIONS
4. BUILDING 2 FLOOR PLANS & SECTIONS
5. BUILDING 3 FLOOR PLANS & SECTIONS
6. BUILDING 4 FLOOR PLANS & SECTIONS

#### Description of Arrowhead Arms Condominium:

That part of Lot 6, Clostarhouse & Wilson Plat of Hamilton Park, Section 17, T6N, R12W, City of Grandville, Kent County, Michigan, described as: BEGINNING at a point on the South line of Lot 6 which is N89°31'W 7.0 feet from the SE corner of Lot 6; thence N89°31'W 726.3 feet along the South line of Lot 6; thence N00°00'E 93.0 feet along the East line of the West 160.0 feet of Lot 6; thence S89°31'E 37.87 feet; thence N00°00'E 135.40 feet; thence S89°31'E 688.43 feet along the North line of Lot 6; thence S00°00'W 228.40 feet along the West line of Ivanrest Avenue to the place of beginning. This parcel contains 3.69 Acres.

LIBER 2374 PAGE 1040

EXHIBIT B

APPROVED

MAR 03 1982

MICHIGAN DEPARTMENT  
OF COMMERCE  
CORPORATION & SECURITIES BUREAU



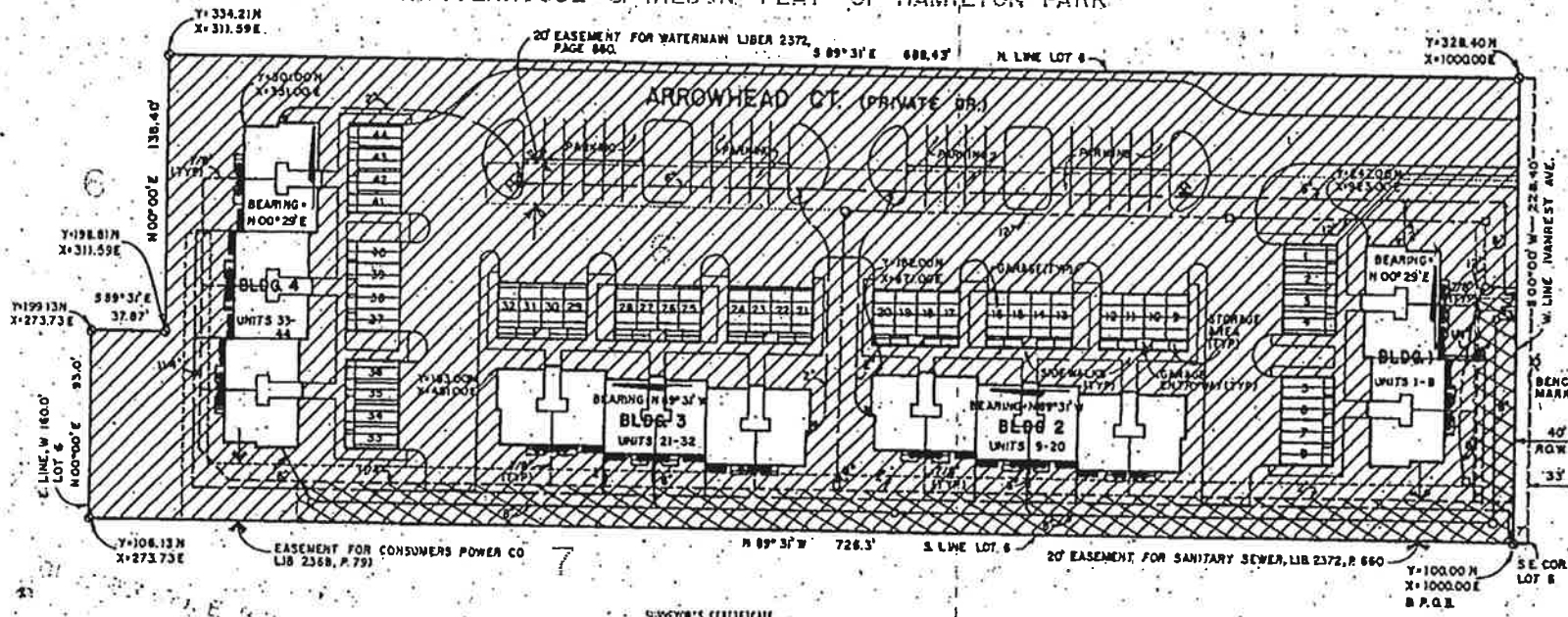
*Richard L. Van Saan*  
PROPOSED OCT. 4, 1981

SHEET 1



CLOSTERHOUSE & WILSON PLAT OF HAMILTON PARK

LIBER 2374 PAGE 1041



IVANREST AVENUE PUBLIC STREET



CLOSTERHOUSE & WILSON PLAT OF HAMILTON PARK



**SURVEYOR'S CERTIFICATE**

I, **ROBERT W. WILSON**, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY PLAN AS FILED IN MY OFFICE ON **SEPTEMBER 14, 1981** IN ACCORDANCE WITH SECTION 145 OF THE PUBLIC ACTS OF 1971.

**ROBERT W. WILSON**  
 REGISTERED LAND SURVEYOR NO. 12573  
 6000 1/2 MI. N. 100' W. 100' E.

BENCH MARK ELEV. 821.73 (U.S.G.S. DATUM)  
 TOP FLANGE BOLT NW SIDE OF HYDRANT UNDER "C" OF E.L.K. 90' X AND 10' E. OF S.E. PROPERTY CORNER.

GARAGE NUMBERS ARE FOR IDENTIFICATION PURPOSES ONLY & DO NOT REPRESENT UNIT NUMBERS.

BEARINGS BASED ON CLOSTERHOUSE & WILSON PLAT OF HAMILTON PARK, LIB. 17, P. 3.

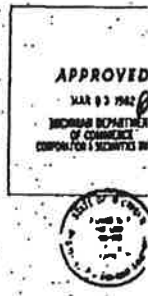
STORAGE AREAS CARRY THE SAME IDENTIFICATION NUMBER AS ADJOINING CARPORTS.



- MONUMENT
- ▲ WATER METER
- GAS METER
- ◐ ELECTRIC METER
- MANHOLE
- CATCH BASIN
- HYDRANT
- BUILDING BEARING & WALL APPLICABLE TO

UTILITY	SOURCE OF LOCATION
— GAS	MICH. CONS. GAS CO.
— ELECTRIC	CONSUMERS POWER CO.
— TELEPHONE	MICH. BELL TEL. CO.
— WATER	EXCEL ENGINEERING INC.
— STORM SEWER	EXCEL ENGINEERING INC.
— SANITARY SEW.	EXCEL ENGINEERING INC.

ALL SANITARY LATERALS ARE 6"  
 ALL WATER SERVICES ARE 2"



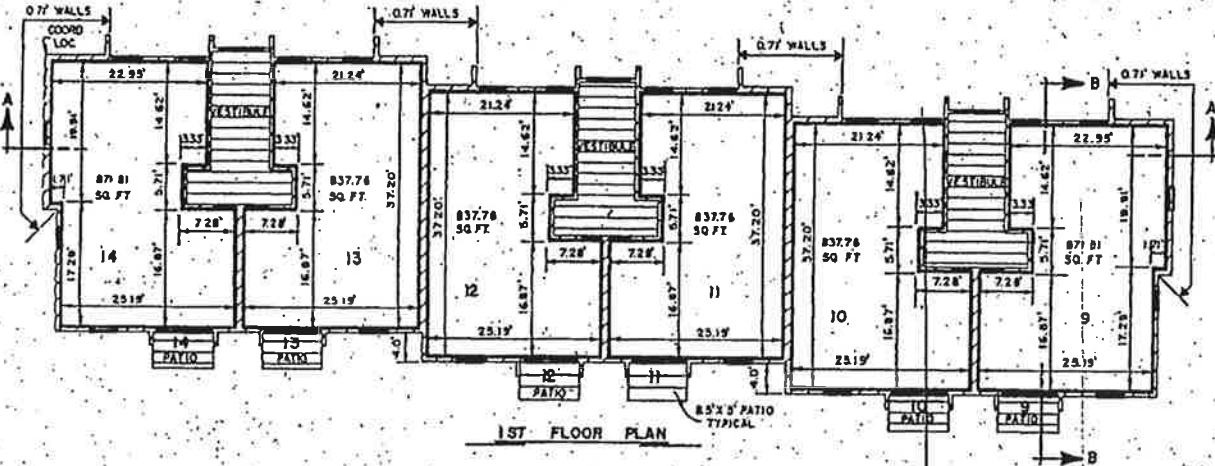
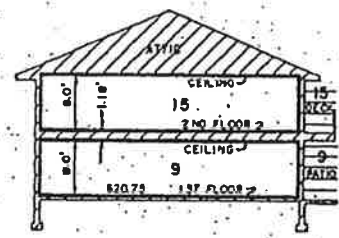
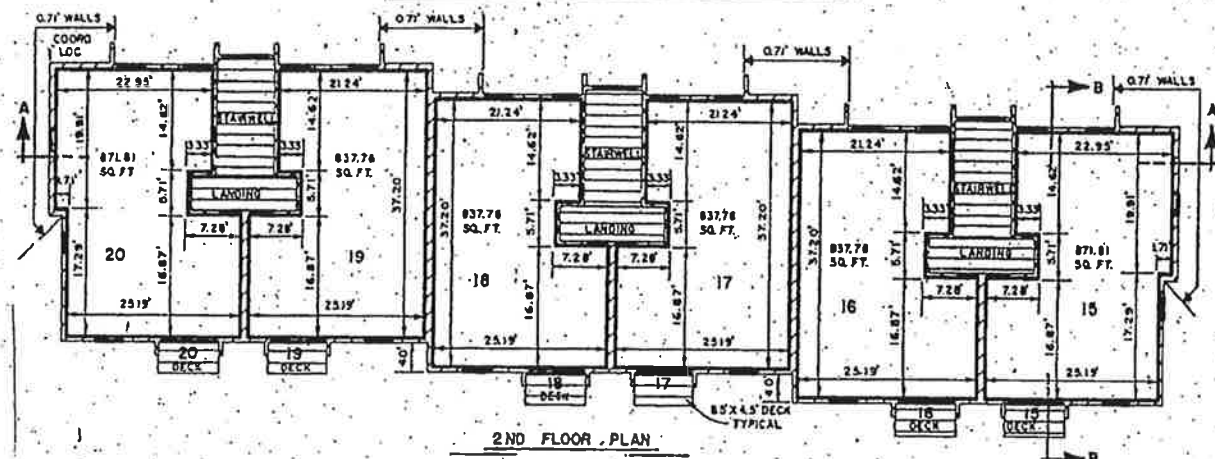
PROPOSED OCT 14, 1981

**SITE, SURVEY & UTILITY PLAN**  
**ARROWHEAD ARMS**

EXCEL ENGINEERING INC. 3959 CLAY AVE. S.W. GRAND RAPIDS MI 49508  
 LIMITED COMMON ELEMENT GENERAL COMMON ELEMENT



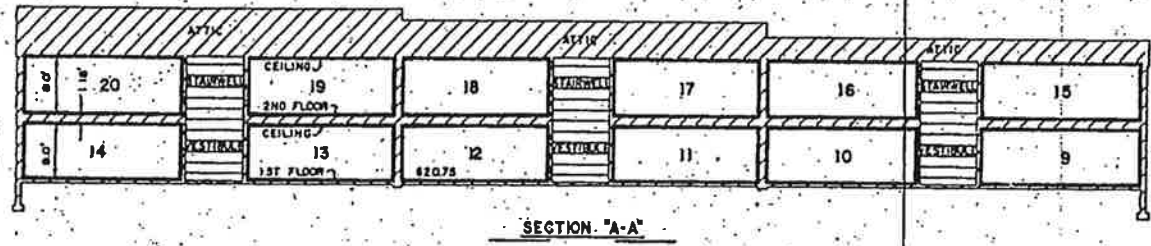
LIBER 2374 PAGE 1043



ALL 1ST & 2ND FLOOR EXTERIOR WALLS ARE 0.42' UNLESS OTHERWISE NOTED  
 ALL PARTY WALLS ARE 0.77'  
 ALL VESTIBULE & STAIRWELL WALLS ARE 0.33'  
 ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED.

— LIMITS OF OWNERSHIP

0' 5' 10' SCALE



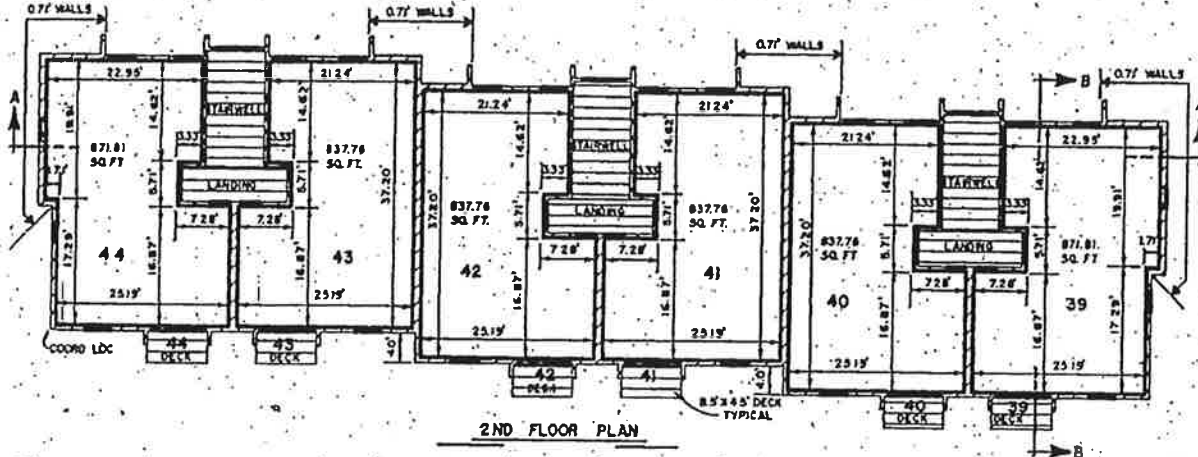
PROPOSED OCT. 14, 1981  
 SHEET 4

**BUILDING 2 FLOOR PLANS & SECTIONS  
 ARROWHEAD ARMS**  
 EXCEL ENGINEERING INC. 3959 CLAY AVE. S.W. GRAND RAPIDS MI. 49508  
 LIMITED COMMON ELEMENT GENERAL COMMON ELEMENT

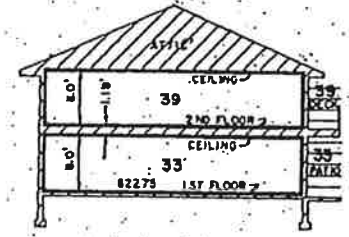




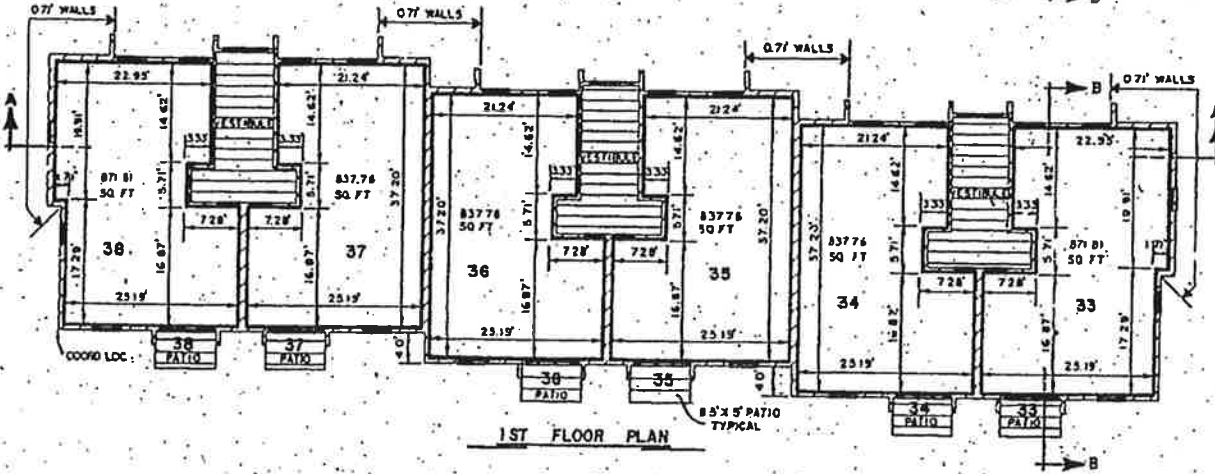




2ND FLOOR PLAN

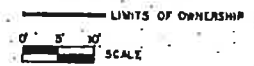


SECTION "B-B"



1ST FLOOR PLAN

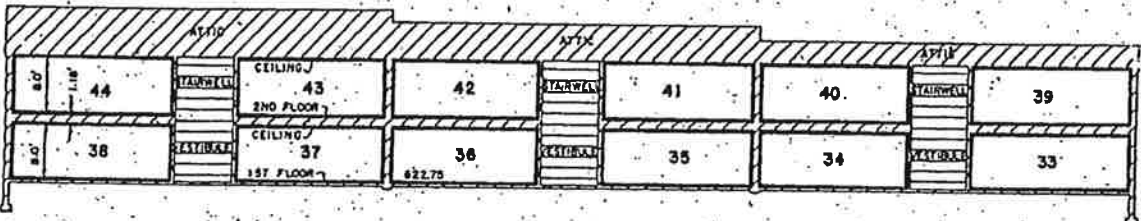
ALL 1ST & 2ND FLOOR EXTERIOR WALLS ARE 0.42' UNLESS OTHERWISE NOTED.  
 ALL PARTY WALLS ARE 0.77'  
 ALL VESTIBULE & STAIRWELL WALLS ARE 0.33'.  
 ALL OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED.



**APPROVED**  
 XIA 81742  
 HONORARY DEPARTMENT  
 OF COMMERCIAL  
 CONSTRUCTION INSPECTOR GENERAL

*Richard L. ...*

PROPOSED, OCT. 14, 1981  
 SHEET 6



SECTION "A-A"

**BUILDING 4 FLOOR PLANS & SECTIONS**  
**ARROWHEAD ARMS**  
 EXCEL ENGINEERING INC 3959 CLAY AVE. SW GRAND RAPIDS MI 49508  
 LIMITED COMMON ELEMENT    GENERAL COMMON ELEMENT





LIBER 2374 PAGE 1047

STATE OF MICHIGAN

DEPARTMENT OF COMMERCE  
CORPORATION & SECURITIES BUREAU

RECEIVED

MAR 23 1982

SHVS&V  
File No. 81-89

In the Matter of:

V K & B Developers, Inc.  
700 Fre Building  
Grand Rapids, MI 49503

(Developer)

ARROWHEAD ARMS  
3041 Ivanrest, S.W.  
Grandville, Kent County, MI

(Project)

CERTIFICATE OF APPROVAL OF MASTER DEED

A Certificate of Approval of Master Deed for the above referenced condominium project is hereby given to the developer, pursuant to the Michigan Condominium Act, 1978 P.A. 59, as amended.

This Certificate of Approval of Master Deed may not be recorded in the County Register of Deeds Office until all conditions for recordation in the Michigan Condominium Act have been satisfied.

MICHIGAN DEPARTMENT OF COMMERCE

*EC Mackey*

E. C. Mackey, Director  
Corporation & Securities Bureau  
6546 Mercantile Way  
P. O. Box 30222  
Lansing, Michigan 48909

DEPT. OF COMMERCE  
Dated: March 16, 1982  
Lansing, Michigan

FIRST AMENDMENT TO MASTER DEED OF  
ARROWHEAD ARMS

(Act 59, Public Acts of 1978)  
as amended

Amendment No. 1 to Kent County Subdivision Plan No. 85

- (1) First Amendment to Master Deed of Arrowhead Arms.
- (2) Exhibit A to Amended Master Deed: Affidavit of Mailing as to notices required by Section 90(5).
- (3) Exhibit B to Amended Master Deed: Replat No. 1 to Subdivision Plan of Arrowhead Arms.
- (4) Exhibit C to Amended Master Deed: Mortgagees Consent to Submission to Condominium Ownership.

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

STATE OF MICHIGAN  
COUNTY OF KENT  
RECEIVED  
JUN 26 11 49 AM '85  
*Maurice J. [Signature]*  
REG. OF DEEDS



FIRST AMENDMENT TO MASTER DEED OF

ARROWHEAD ARMS

(Act 59, Public Acts of 1978)  
as amended

V K & B DEVELOPERS, INC., a Michigan corporation, the Developer of Arrowhead Arms, a condominium project established pursuant to Master Deed dated October 6, 1981, and recorded at Liber 2374, Pages 1010-1047 inclusive, Kent County Records, hereby amends said Master Deed pursuant to the authority reserved in Article V.D thereof for the purpose of reflecting changes in the number, size, style and location of units proposed for construction and reallocating the percentages of value as set forth in said Master Deed. Said Master Deed is hereby amended in the following manner:

1. Article I of said Master Deed is hereby amended to read as follows:

"The Project is a residential condominium which is being constructed in a single phase so as to comprise a maximum of 42 residential living Units. The five buildings which comprise the Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in the Condominium Subdivision Plan and each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and the limited common elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the general common elements of the Project as designated by this Master Deed."

2. Article IV.B of said Master Deed is hereby amended to read as follows:

"B. The Limited Common Elements are:

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

- (3) The secured storage area assigned to Units 1-8, and the walkway leading from the garages and driveways leading to the garages assigned to Units 9-42;
- (4) The automatic garage door opening mechanisms, if any, and the separate furnace, water-heater, air conditioner and/or compressor located within or adjacent to a unit and serving only such unit exclusively;
- (5) The windows, sliders and/or screens located within or adjacent to any Unit perimeter wall;
- (6) Garage interior spaces, and the interior surfaces of garage ceilings, walls and floors;
- (7) The interior surfaces of perimeter walls, doors, ceilings and floors contained within a Condominium Unit; and
- (8) Vestibules, stairwells and/or landings which shall be limited in use to the Co-owners of Units 1-8."

3. Article IV.C of said Master Deed is hereby amended to read as follows:

C. The costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV.B (1), IV.B(4), IV.B(5) and IV.B(8), and the decoration, routine cleaning and interior maintenance of the Limited Common Elements described in Article IV.B(3), IV.B(6) and IV.B(7) shall be borne by the Co-owner of the Unit or Units to which such Common Elements are appurtenant. The costs of maintenance, repair and replacement of all other General and Limited Common Elements described above shall be borne by the Association except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet; provided, that if any Unit owner shall elect to construct or install, with the approval of the Association, any improvements to his Unit or to the common elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such unusual costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units."

4. Article V.A of said Master Deed is hereby amended to read as follows:

"A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an





successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon 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 such changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimsly consented to any amendment or amendments necessary to effectuate the foregoing, and, subject to the limitations set forth herein, the proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine to be necessary in conjunction therewith. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing."

7. Article VII of said Master Deed is hereby amended to delete all references to the necessity for approvals of and/or determinations by the Administrator as to sufficiency of documents reflecting the amendment of any Condominium Document or the termination of the Project.

8. The Condominium Subdivision Plan attached as Exhibit B to the Master Deed of Arrowhead Arms is hereby amended by substituting for Sheet No. 1 thereof Amended Sheet No. 1 attached as Exhibit B to this Amendment.

9. Amended Sheets 1-2 & 4-6, and new Sheets 7-8 of the Condominium Subdivision Plan attached hereto as Exhibit B shall also, upon recordation in the office of the Kent County Register of Deeds, supplement and be incorporated in the Condominium Subdivision Plan of Arrowhead Arms.

10. In all other respects, the provisions of the Master Deed of Arrowhead Arms dated October 6, 1981, and recorded in the office of the Register of Deeds for Kent County, Michigan as Condominium Subdivision Plan No. 85 are hereby ratified and

IN WITNESS WHEREOF, the Developer has duly executed this

First Amendment to Master Deed this 27<sup>th</sup> day of March, 1985.

Witnesses:

V K & B DEVELOPERS, INC.

Janice Van Dam  
Janice Van Dam

By William VanderKodde  
William VanderKodde, Treasurer

Lawrence Bareman  
Lawrence Bareman

And Henry Koetje  
Henry Koetje, Secretary

STATE OF MICHIGAN )

COUNTY OF KENT )

ss.

On this 27<sup>th</sup> day of March, 1985, before me, a Notary Public in and for said County, appeared William VanderKodde and Henry Koetje, to me personally known, who being by me duly sworn, did say that they are the treasurer and secretary of V K & B Developers, Inc., the corporation named in and which executed the within instrument; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said persons further acknowledged said instrument to be the free act and deed of said corporation.

Robert C. Eggerding  
Robert C. Eggerding  
Notary Public, Kent County, MI  
My commission expires Jan 24, 1987

EXHIBIT A  
AFFIDAVIT OF MAILING

LIBER 2463 PC 42A

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF KENT )

Joan R. Niven, being duly sworn, deposes and says that:

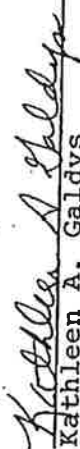
1. She is employed by the legal firm of Varnum, Riddering, Schmidt & Howlett, and acts as secretary to William K. Van't Hof, attorney for the developer of the Arrowhead Arms Condominium Project.

2. On June 14, 1985, notices were sent to all co-owners and mortgagees of record in the Arrowhead Arms Condominium Project as required by Section 90(5), pursuant to a list of owners and mortgagees supplied by the developer of the project. Such notices were sent by first class mail, postage prepaid.

Further deponent saith not.

  
Joan R. Niven

Subscribed and sworn to before me this 14<sup>th</sup> day of June,  
1985.

  
Kathleen A. Galdys  
Notary Public, Kent County, MI  
My commission expires: 9/19/88



LIBER 2463 PG 425

REPLAT NO. 1 OF  
KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 85  
EXHIBIT "B" TO THE AMENDED MASTER DEED OF  
**ARROWHEAD ARMS**  
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

DEVELOPER: V, K & B DEVELOPERS, INC. 441 - 44th Street S.W , GRAND RAPIDS, MI. 49508  
ENGINEER: EXXEL ENGINEERING INC. 3959 CLAY AVE. GRAND RAPIDS MI. 49508

EXHIBIT B

Description of Arrowhead Arms:  
That part of Lot 6, Closterhouse & Wilson Plat of  
Hamilton Park, Section 17, 16N, R12W, City of Grandville,  
Kent County, Michigan, described as: BEGINNING at a point  
on the South line of Lot 6 which is N89°31'W 7.0 feet  
from the SE corner of Lot 6; thence N89°31'W 226.3 feet  
along the South line of Lot 6; thence N00°00'E 93.0 feet  
along the East line of the West 160.0 feet of Lot 6;  
thence S89°31'E 37.67 feet; thence N00°00'E 135.40 feet;  
thence S89°31'E 686.43 feet along the North line of Lot  
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contains 3.69 Acres.

SHEET INDEX

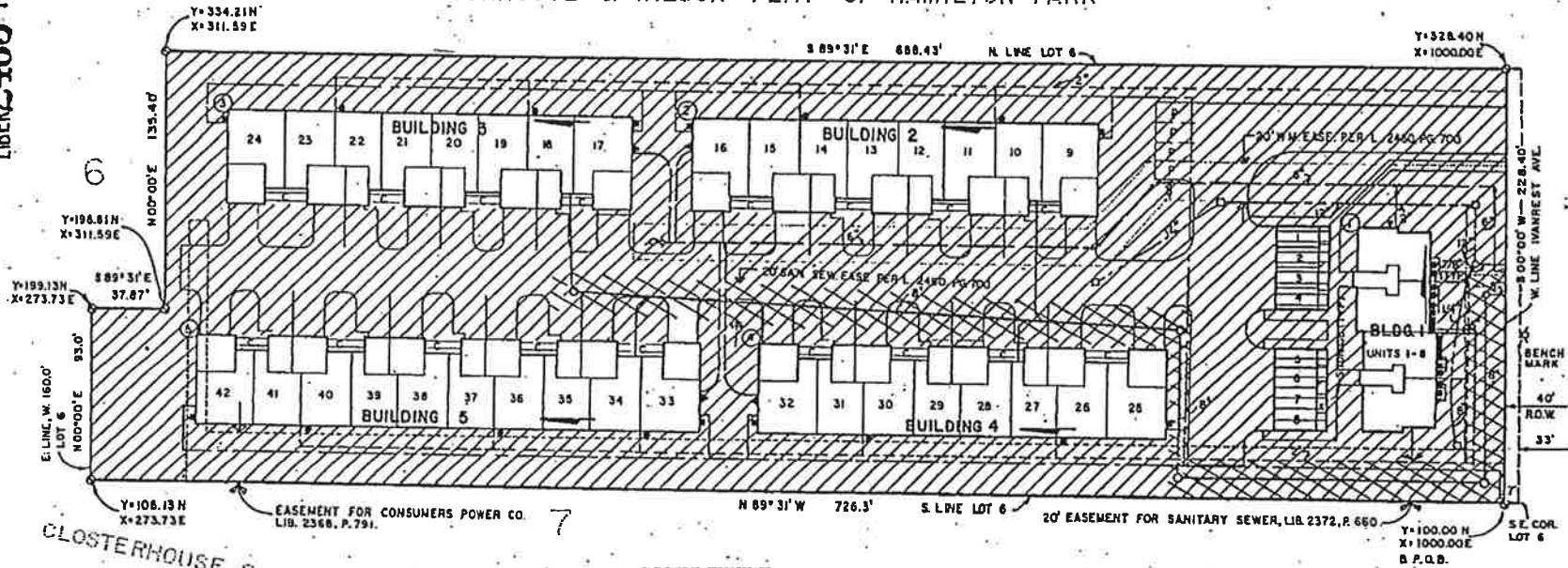
- \* 1. FACE SHEET
- \* 2. SITE, SURVEY & UTILITY PLAN
- 3. BUILDING 1
- \* 4. BUILDING 2
- \* 5. BUILDING 3
- \* 6. BUILDING 4
- \* 7. BUILDING 5 LEFT HALF
- \* 8. BUILDING 5 RIGHT HALF

NOTE:  
THE ASTERISK (\*) INDICATES AMENDED OR ARE  
NEW SHEETS WHICH ARE DATED MARCH 11, 1985  
THESE SHEETS WITH THIS SUBMISSION ARE TO  
REPLACE OR BE SUPPLEMENTAL TO THOSE PRE-  
VIOUSLY RECORDED.



*Richard L. ...*  
PROPOSED OCT. 14,  
AMENDED MARCH 11,  
SHEET 1

CLOSTERHOUSE & WILSON PLAT OF HAMILTON PARK



CLOSTERHOUSE & WILSON PLAT OF HAMILTON PARK



**SURVEYOR'S CERTIFICATE**  
 I, DOUGLAS V. BONNER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY PLAN AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF KENT, MICHIGAN, ON MARCH 11, 1985.  
 DOUGLAS V. BONNER  
 REGISTERED LAND SURVEYOR, NO. 12579  
 1000 W. WASHINGTON ST., GRAND RAPIDS, MI 49503

BENCH MARK ELEV. 621.73 (U.S.G.S. DATUM)  
 TOP FLANGE BOLT N.W. SIDE OF HYDRANT UNDER "E" OF E.A.L.W. 90' N. AND 10' E. OF S.E. PROPERTY CORNER.

GARAGE NUMBERS ARE FOR IDENTIFICATION PURPOSES ONLY & DO NOT REPRESENT UNIT NUMBERS.

BEARINGS BASED ON CLOSTERHOUSE & WILSON PLAT OF HAMILTON PARK, LIB. 17, P. 3.

STORAGE AREAS CARRY THE SAME IDENTIFICATION NUMBER AS ADJOINING CARPORTS.



- MONUMENT
- ▲ WATER METER
- GAS METERS
- ELECTRIC METERS
- MANHOLE
- CATCH BASIN
- △ HYDRANT
- BUILDING BEARING & WALL APPLICABLE TO
- DRIVEWAY
- COURTYARD
- P PARKING

POINT NO	N. COORD	E. COORD	BLDG BEARING
1	247.0	923.0	N00°29'E
2	302.0	503.0	N89°31'W
3	305.0	343.0	N89°31'W
4	183.0	618.0	N89°31'W
5	187.0	328.0	N89°31'W

UTILITY	SOURCE OF LOCATION
— GAS	MICH. CONS. GAS CO.
— ELECTRIC	CONSUMERS POWER CO.
— TELEPHONE	MICH. BELL TEL. CO.
— WATER	EXXEL ENGINEERING INC.
— STORM SEWER	EXXEL ENGINEERING INC.
— SANITARY SEW	EXXEL ENGINEERING INC.

ALL SANITARY LATERALS ARE 6".  
 ALL WATER SERVICES ARE 2".  
 INDIVIDUAL GAS SERVICES ARE 7/8"

NOTE: Building 2 and all appurtenant parking, driveways, service drives and utilities MUST BE BUILT.  
 Buildings 3, 4 & 5 and all appurtenant parking, driveways, service drives and utilities NEED NOT BE BUILT.

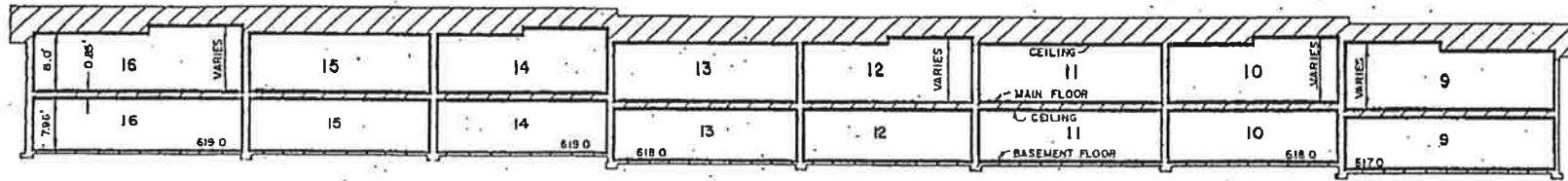
SITE, SURVEY & UTILITY PLAN  
 ARROWHEAD ARMS

EXXEL ENGINEERING INC. 3959 CLAY AVE. S.W. GRAND RAPIDS, MI 49508  
 LIMITED COMMON ELEMENT GENERAL COMMON ELEMENT

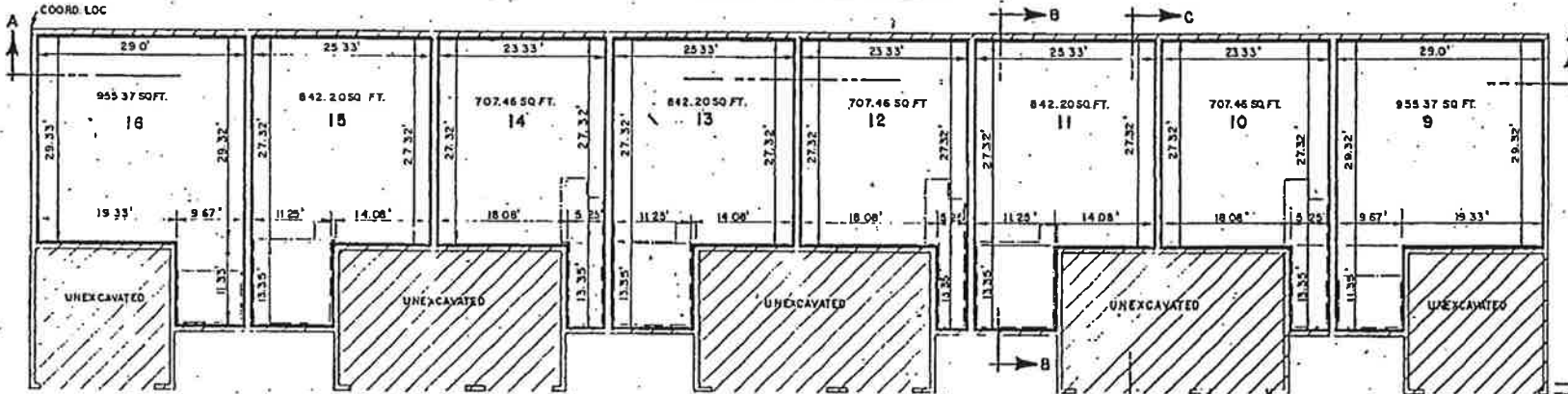
IVANREST AVENUE PUBLIC STREET

COORDINATE

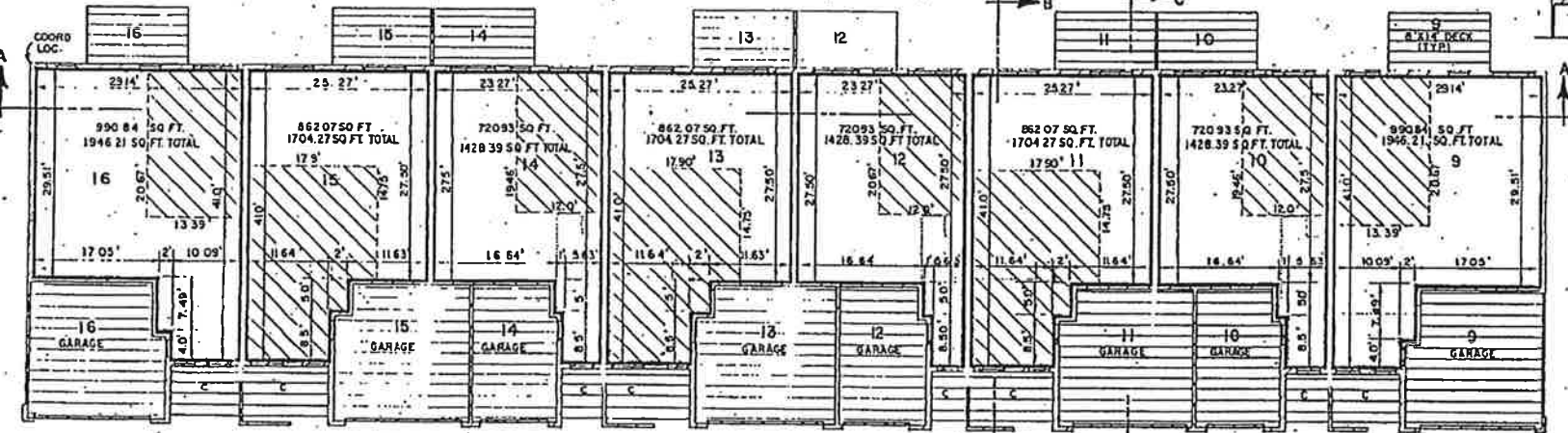
PROPOSED AMENDMENT SHEET



SECTION "A-A"



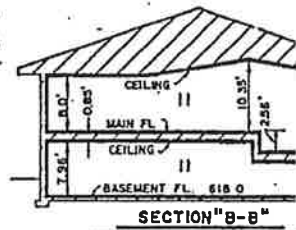
BASEMENT PLAN



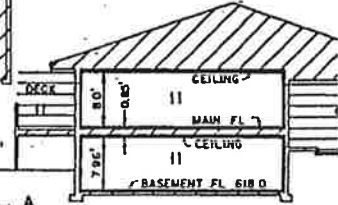
MAIN FLOOR PLAN

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF SLOPED CEILING
- LIMITS OF DROPPED FLOOR
- LIMITS OF DROPPED CEILING

C+ COURTYARD  
 EXTERIOR WALLS ARE 0.63'  
 PARTY WALLS ARE 0.73'  
 UNIT WALLS AT GARAGE ARE 0.39'  
 BASEMENT WALLS ARE 0.67'  
 ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER  
 UNLESS OTHERWISE NOTED  
 LIMITS OF OWNERSHIP



SECTION "B-B"



SECTION "C-C"

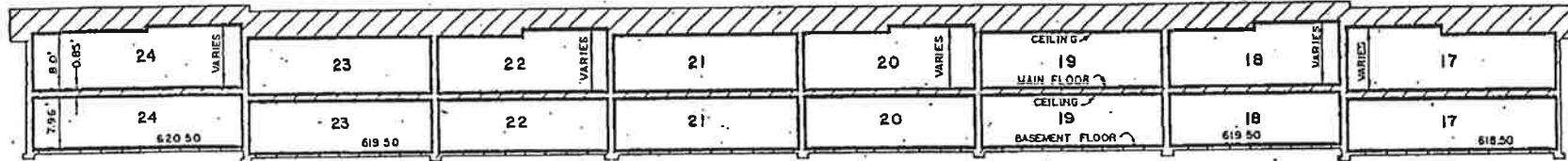
NOTE: COURTYARDS ARE APPURTENANT TO THE UNITS THAT THEY ADJOIN.

BUILDING 2 (MUST BE BUILT)  
 ARROWHEAD ARMS

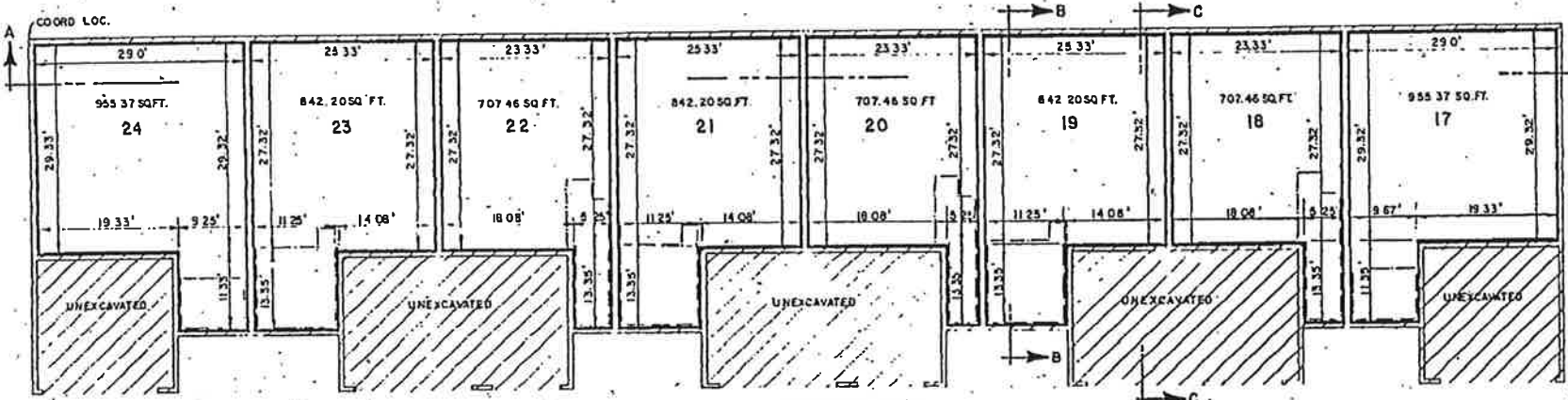
EXCEL ENGINEERING, INC. 3000 ALIANT BLVD. SUITE 1000, DALLAS, TX 75244

PROPOSED M...  
 P...  
 20...

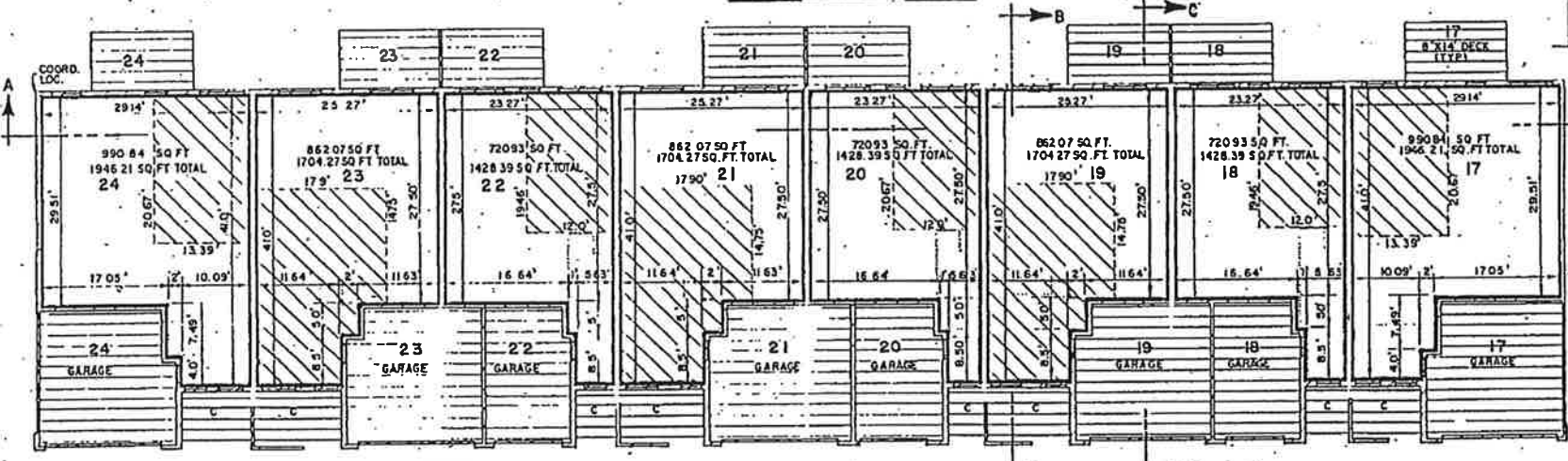
LIBER 2463 PG 428



SECTION "A-A"



BASEMENT PLAN



MAIN FLOOR PLAN

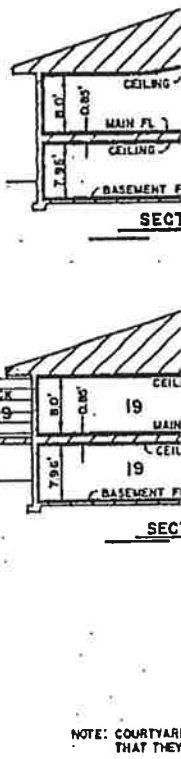
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF SLOPED CEILING
- LIMITS OF DROPPED FLOOR
- LIMITS OF DROPPED CEILING

C. COURTYARD  
 EXTERIOR WALLS ARE 0.63'  
 PARTY WALLS ARE 0.73'  
 UNIT WALLS AT GARAGE ARE 0.39'  
 BASEMENT WALLS ARE 0.67'  
 ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED



(BUILDING 3 NEED NOT BE BUILT)

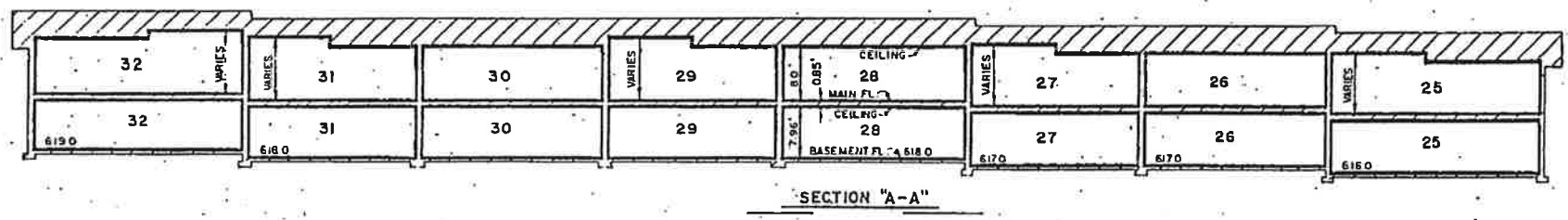
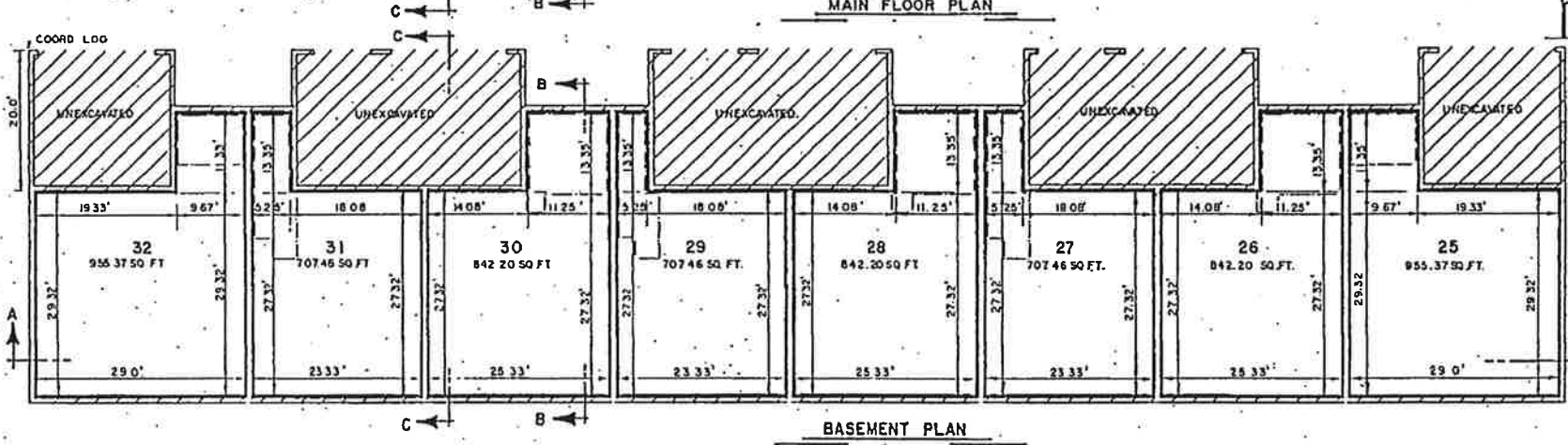
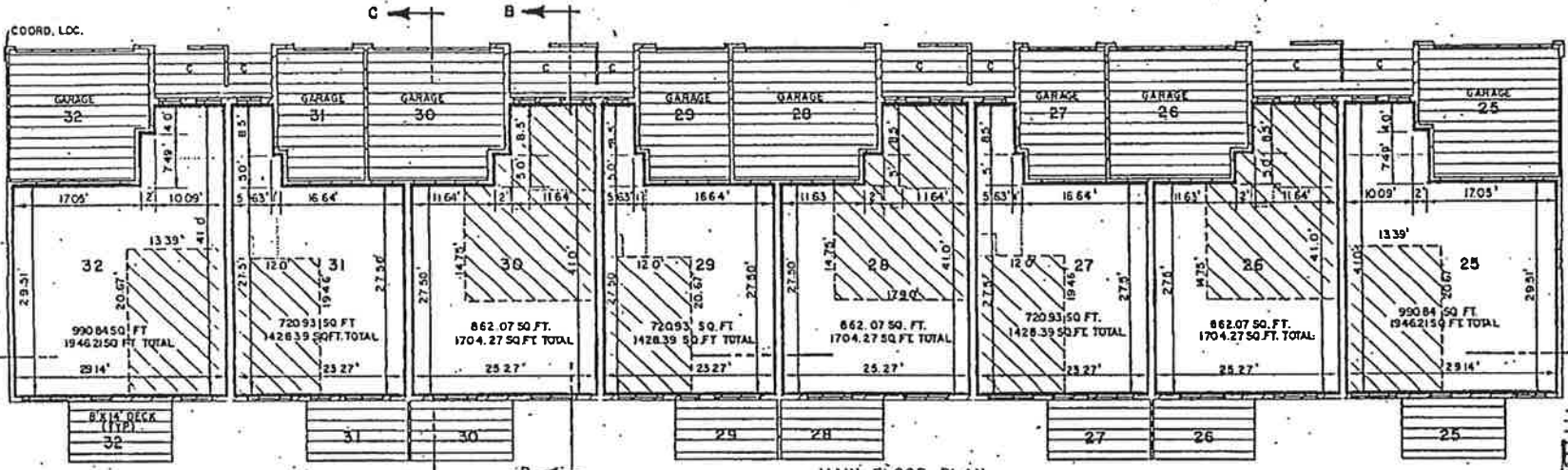
**BUILDING 3**  
**ARROWHEAD ARMS**  
 EXCEL ENGINEERING INC. 3959 CLAY AVE. S.W. GRAND RAPIDS



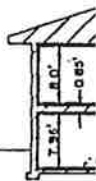
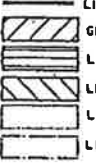
NOTE: COURTYARD THAT THEY



LIBER 2463 PG 429



C. COURTYARD  
EXTERIOR WALL  
PARTY WALLS  
UNIT WALLS  
BASEMENT WALLS  
ALL WALLS ARE  
UNLESS OTHERWISE

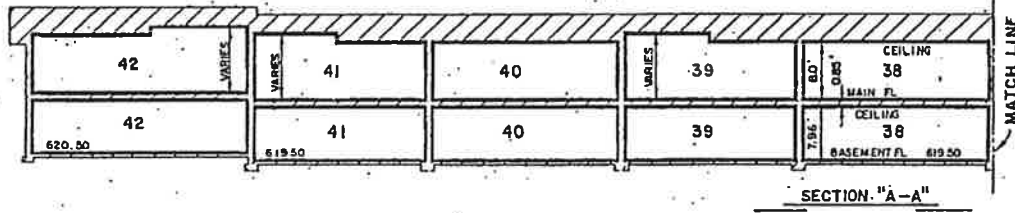
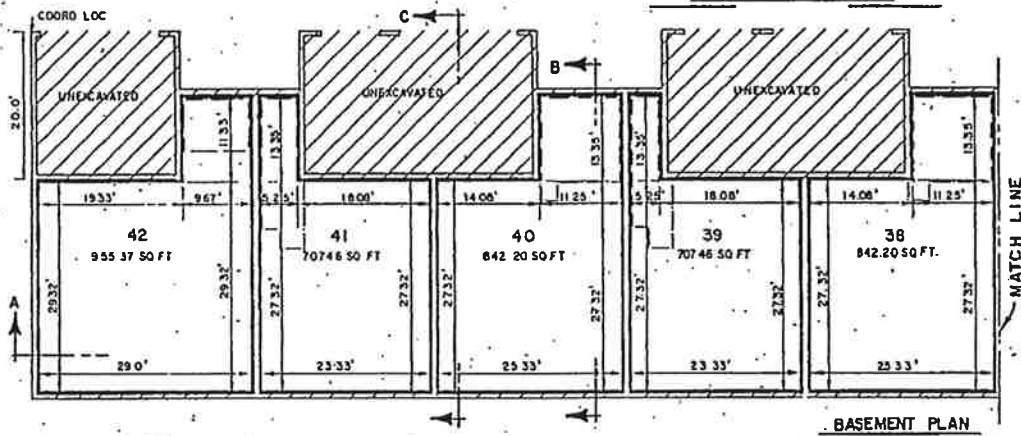
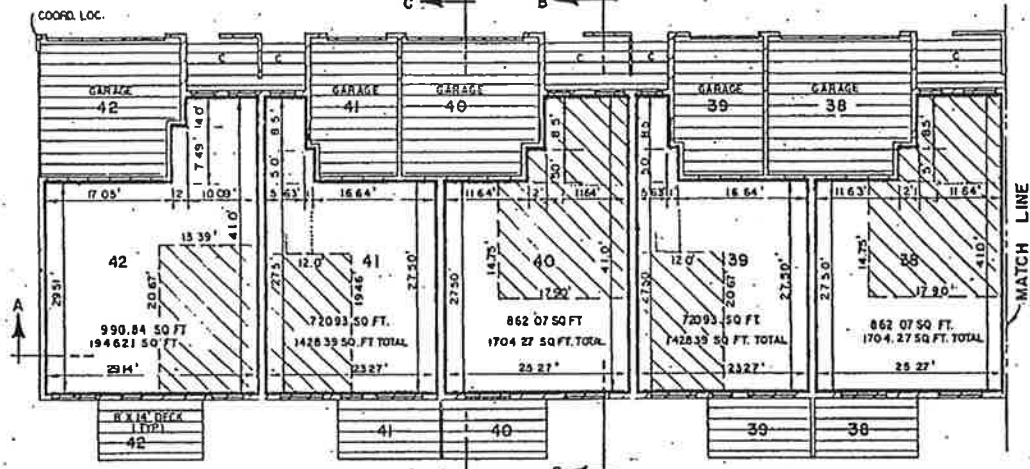


NOTE CO. UN.

(BUILDING 4 NEED NOT BE)

**BUILDING 4  
ARROWHEAD ARMS**  
EYEL ENGINEERING, INC. 3080 CLAY AVE. S.W. 200

LIBER 2463 PC 430



EXTERIOR WALLS ARE 0.63'  
 PARTY WALLS ARE 0.73'  
 UNIT WALLS AT GARAGE ARE 0.39'  
 BASEMENT WALLS ARE 0.67'  
 ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

— LIMITS OF OWNERSHIP

▨ GENERAL COMMON ELEMENT  
 ▨ LIMITED COMMON ELEMENT  
 ▨ LIMITS OF SLOPED CEILING  
 ▨ LIMITS OF DROPPED FLOOR  
 ▨ LIMITS OF DROPPED CEILING



C = COURTYARD

NOTE: COURTYARDS ARE APPURTENANT TO THE UNITS THAT THEY ADJOIN.

( NOTE: BUILDING 5' NEED NOT BE BUILT )

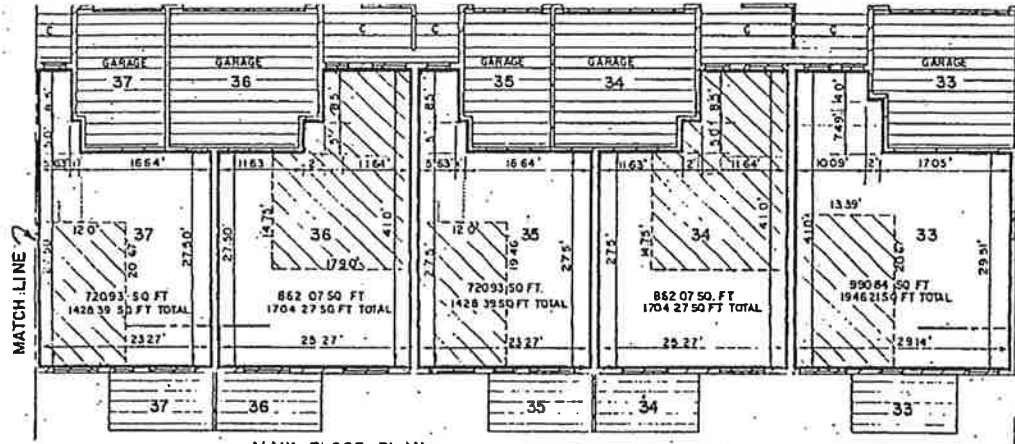


PROPOSED MARCH 11, 1985

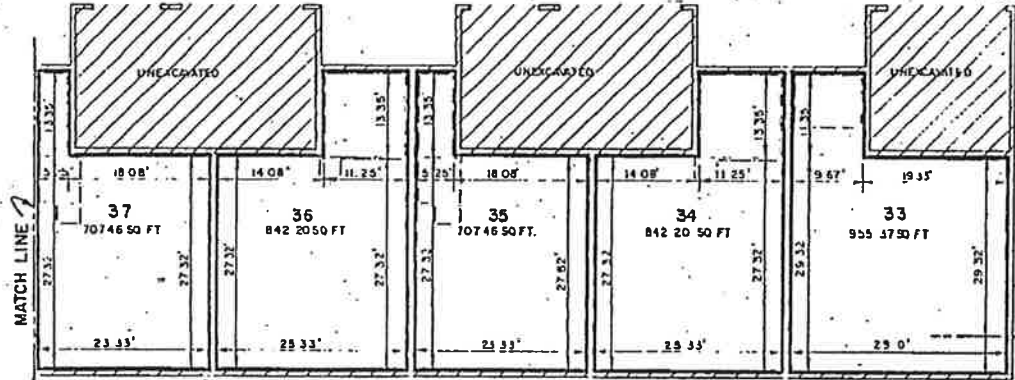
**BUILDING 5, LEFT HALF  
 ARROWHEAD ARMS**

EX XEL ENGINEERING INC. 3959 CLAY AVE. S.W. GRAND RAPIDS MI. 49508

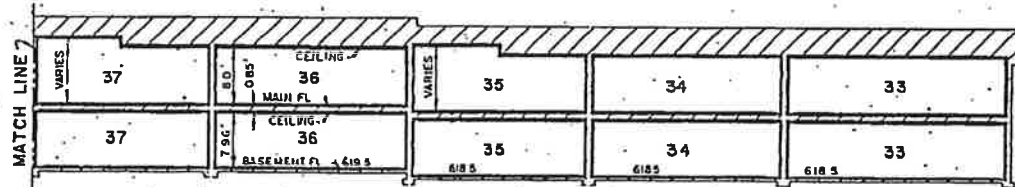
SHEET



MAIN FLOOR PLAN



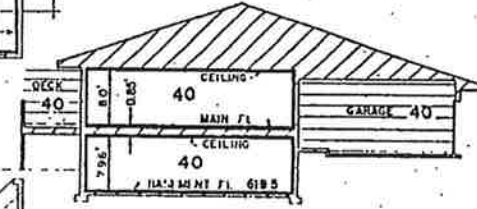
BASEMENT PLAN



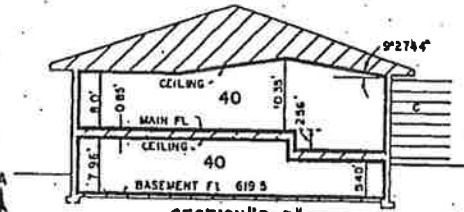
SECTION "A-A"

C • COURTYARD  
 EXTERIOR WALLS ARE 0.83'  
 PARTY WALLS ARE 0.73'  
 UNIT WALLS AT GARAGE ARE 0.39'  
 BASEMENT WALLS ARE 0.67'  
 ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER  
 UNLESS OTHERWISE NOTED

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF SLOPED CEILING
  - LIMITS OF DROPPED FLOOR
  - LIMITS OF DROPPED CEILING



SECTION "C-C"



SECTION "B-B"



NOTE: COURTYARDS ARE APPURTENANT TO THE UNITS THAT THEY ADJOIN

NOTE: BUILDING 5 NEED NOT BE BUILT

**BUILDING 5, RIGHT HALF  
 ARROWHEAD ARMS**

EXXEL ENGINEERING INC. 3959 CLAY AVE. S.W. GRAND RAPIDS MI. 49503

*Exxel*  
 PROPOSED

EXHIBIT C

CONSENT TO SUBMISSION OF REAL PROPERTY

TO CONDOMINIUM PROJECT

WHEREAS, V K & B Developers, Inc., a Michigan corporation, as Developer, intends to modify the development of Arrowhead Arms as a condominium project by recordation in the Office of the Kent County Register of Deeds of a First Amendment to Master Deed of Arrowhead Arms, covering the real property in the City of Grandville, Kent County, Michigan, described therein; and

WHEREAS, Ottawa Savings and Loan Association, a corporation organized and existing under the laws of the State of Michigan, is interested in the above-described premises as Mortgagee under a certain Mortgage dated April 9, 1985 and recorded in Liber 2148, Pages 1037-1041 of Kent County Records;

NOW, THEREFORE, Ottawa Savings and Loan Association, as Mortgagee, hereby acknowledges that a program has been agreed upon with the Developer for the release of individual condominium units at the time of closing on sale, and consents to the recordation of said First Amendment to Master Deed in the Office of the Register of Deeds for Kent County, Michigan.

Dated: June 14, 1985

OTTAWA SAVINGS AND LOAN ASSOCIATION

Witnesses:

Jane Uganaski  
Jane Uganaski

C. S. Carlson  
C. S. Carlson  
Executive Vice President

Lori Sackrison  
Lori Sackrison

Richard J. DeKraker  
Richard J. DeKraker  
Assistant Vice President

STATE OF MICHIGAN)

) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 14th day of June, 1985, by C. S. Carlson and Richard J. DeKraker the Executive Vice President and Assistant Vice President of Ottawa Savings and Loan Association, on behalf of said corporation by authority of its Board of Directors.

DRAFTED BY:  
William K. Van't Hof  
Suite 800  
171 Monroe Avenue, N.W.  
Grand Rapids, MI 49503

JANICE I. UGANASKI  
Notary Public, Ottawa County, MI  
My commission expires \_\_\_\_\_

JANICE I. UGANASKI  
Notary Public, Ottawa County, MI  
My commission expires Aug. 26, 1986