

MASTER DEED

OLD FARM VILLAGE CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

This Master Deed is made and executed on this 16th day of December, 1988, by Eastbrook Development Company, a Michigan corporation (the "Developer"), whose principal office is situated at 2130 Enterprise Drive, S.E., Kentwood, Michigan, represented herein by its Chairman and President, who are fully empowered and qualified to act on behalf of said corporation.

W I T N E S S E T H:

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

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Old Farm Village Condominiums 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 may be expanded by an amendment or series of successive amendments to the Master Deed, each adding land to the Project as then constituted so as to comprise a maximum of 96 residential living units, although the Developer is not obligated to expand the Project beyond the segment established by this Master Deed on land described in Article II(A). The Developer and its successors specifically reserve the right to elect, on or before the expiration of six years after the recording of a Master Deed for Phase I of the Project, to add to the Project all or any portion of the lands described in Article II(B) hereof (as the same may be amended), without the consent of any Co-owner, mortgagee or other person. Other than as set forth herein, no restrictions or limitations on such election exist as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and assignment of limited common elements thereon. All added lands shall be dedicated exclusively to residential use and

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COUNTY OF KENT
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Kent County Condominium Subdivision Plan No. 160

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

P.P. No. 41-18-27-301-017

Verified by PD & M GM '88
FROM 301-016 '87-88
301-002
183-87

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

I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.

Date 12/20 1987
James J. Jank
Deputy, Kent County Treasurer, Grand Rapids, Michigan

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

all structures located thereon shall be architecturally compatible, in the reasonable judgment of the Developer or its architect, with the structures on the land included in this original Master Deed. At the conclusion of any such expansion, a Consolidating Master Deed shall be prepared and recorded by the Developer in accordance with the provisions of the Act.

The 64 Condominium Units which comprise the first phase of the Project, including the number, boundaries, dimensions and area thereof, are set forth completely in the Condominium Subdivision Plan, and each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit and to the limited common elements appurtenant thereto, and shall have an undivided and inseparable right to share with other Co-owners the general common elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

That part of the SW 1/4, Section 27, T6N, R11W, City of Kentwood, Kent County, Michigan, described as: BEGINNING at a point on the North line of said SW 1/4, which is S88°59'E 436.00 feet from the W 1/4 corner of Section 27; thence S88°59'E 763.06 feet along said North line; thence Southeasterly 243.40 feet along the Southwesterly line of Breton Avenue (80 feet wide) on a 6586.05 foot radius curve to the left, the chord of which bears S49°40'22"E 243.39 feet; thence S50°43'53"E 10.86 feet along said Southwesterly line; thence S17°00'W 113.40 feet; thence S41°30'W 204.26 feet; thence S71°00'W 681.06 feet; thence S41°00'W 200.56 feet to the most Easterly corner of Lot 274 Old Farm Estates No. 10 (Liber 86, Page 33); thence N49°00'W 85.26 feet; thence N01°01'E 129.92 feet along the East line of Lot 273, Old Farm Estates No. 10; thence S88°59'E 66.00 feet; thence N01°32'W 628.00 feet parallel with the West line of said SW 1/4 to the place of beginning. This parcel contains 496,897 square feet (11.407 Acres).

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

The North 628.0 feet of the West 436.0 feet of the Southwest one-quarter of Section 27, T6N, R11W, City of Kentwood, Kent County, Michigan. Also Lot 238 of Old Farm Estates No. 8, Section 28, T6N, R11W, City of Kentwood, Kent County, Michigan.

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 Old Farm Village Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

(a) "Act" or "Condominium Act" means Act 59 of the Public Acts of 1978, as amended.

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

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

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

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

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

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

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

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

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

(k) "Developer" means Eastbrook Development Company, 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) hereof which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

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

(n) "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments

thereof, by which the Project is submitted to condominium ownership.

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

(p) "Project" or "Condominium" means Old Farm Village Condominiums, a condominium development established in conformity with the provisions of the Act.

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

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

ARTICLE IV

COMMON ELEMENTS

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

A. The General Common Elements are:

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

(2) The private road, walkways, lawns, yards, trees, shrubs and other plantings;

(3) The street lighting system, and the electrical, telephone and/or cable television wiring networks throughout the common areas of the Project, including those contained within common walls, floors and ceilings;

(4) The 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 and ceilings;

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

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

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

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

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

B. The Limited Common Elements are:

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

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

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

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

(5) The automatic garage door opening mechanism and 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 walls, ceilings and floors; and

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

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

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

(1) The costs of maintenance, repair and replacement of the limited common elements described in Article IV(B)(1), IV(B)(4), IV(B)(5), IV(B)(6) and IV(B)(7) and the routine cleaning, decoration and maintenance (but not repair and replacement) of the limited common elements described in Article IV(B)(2) shall be borne by the Co-owner of the unit or units to which such common elements are appurtenant. Each Unit owner shall also be responsible for snow removal of the sidewalk leading to the porch as described in Article IV(B)(3).

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

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

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

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

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

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

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

B. The total value of the Project is 100, and the percentage thereof assigned to each Condominium Unit shall be as set forth in Paragraph C of this Article. Said Percentage of Value has been determined under a formula by which a weight of 85% is assigned to

the size of the Unit based on first floor square footage, 10% to size of garage and 5% to other factors including location and allocable expenses of maintenance. Except as otherwise provided in this Master Deed, such Percentage of Value shall be changed only in the manner provided by Article VIII expressed in an amendment to the Master Deed, duly executed and recorded; provided, that the Developer reserves the exclusive right to adjust such percentages pro-rata by application of the formula set forth above as subsequent phases are added by amendment without the consent of any Co-owner, mortgagee or other interested person.

C. The number of each Condominium Unit in the Project as it appears on the Condominium Subdivision Plan and the Percentage of Value assigned to each such Unit are as follows:

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
<u>Building No. 1</u>		<u>Building No. 2</u>		<u>Building No. 3</u>	
1	1.633	5	1.633	9	1.633
2	1.492	6	1.492	10	1.492
3	1.492	7	1.492	11	1.492
4	1.633	8	1.633	12	1.633
<u>Building No. 4</u>		<u>Building No. 5</u>		<u>Building No. 6</u>	
13	1.633	17	1.633	21	1.633
14	1.492	18	1.492	22	1.492
15	1.492	19	1.492	23	1.492
16	1.633	20	1.633	24	1.633
<u>Building No. 7</u>		<u>Building No. 8</u>		<u>Building No. 9</u>	
25	1.633	29	1.633	33	1.633
26	1.492	30	1.492	34	1.492
27	1.492	31	1.492	35	1.492
28	1.633	32	1.633	36	1.633
<u>Building No. 10</u>		<u>Building No. 11</u>		<u>Building No. 12</u>	
37	1.633	41	1.633	45	1.633
38	1.492	42	1.492	46	1.492
39	1.492	43	1.492	47	1.492
40	1.633	44	1.633	48	1.633
<u>Building No. 13</u>		<u>Building No. 14</u>		<u>Building No. 15</u>	
49	1.633	53	1.633	57	1.633
50	1.492	54	1.492	58	1.492
51	1.492	55	1.492	59	1.492
52	1.633	56	1.633	60	1.633
<u>Building No. 16</u>					
61 1.633					
62 1.492					
63 1.492					
64 1.633					

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

subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and Mortgagee thereof. 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 material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth herein, the proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine to be necessary in conjunction therewith. All such interested persons irrevocably appoint Developer and 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 in favor of the Association for the maintenance and repair of Common Elements for which the Association may from time to time be responsible, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws.

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

(a) for the unrestricted use of all roads, 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(B); and

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

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

ARTICLE VII

CONTRACTION OF PROJECT

The Developer and its successors specifically reserve the right to elect, on or before the expiration of six years after the initial recording of a Master Deed for Phase I of the Project, to contract the Project by withdrawal of all or any portion of the lands described in Article II (A) hereof by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee or other person; provided that no Unit which has been sold by the Developer or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner and mortgagee of such Unit. 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 the number of remaining Units in the Project, based upon the method of original determination of Percentages of Value for the Project. Other than as set forth herein, no restrictions or limitations on such election exist as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of units and/or common elements which may be withdrawn; provided, however, that the number of remaining units in the Project shall not be reduced to less than 16 nor the lands constituting the Project to less than that necessary to accommodate Buildings 1-4 with reasonable access and utility service therefor. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth herein, the proportionate reallocation of percentages of value of remaining 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 in conjunction therewith.

ARTICLE VIII

AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of 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 or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the types and sizes of unsold condominium units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(2) The amendment may be made, even if it will materially alter or change the rights of the Co-owners or

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

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

(4) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners and mortgagees of record shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

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

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

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

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

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

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

Witnesses:

EASTBROOK DEVELOPMENT COMPANY

Theresa Cariano
Theresa Cariano

By John J. Bouma
John J. Bouma, Chairman

Carole Schad
Carole Schad

And Michael A. McGraw
Michael A. McGraw, President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 16th day of December, 1988, before me, a Notary Public in and for said County, appeared John J. Bouma and Michael A. McGraw, to me personally known, who being by me duly sworn, did say that they are respectively the Chairman and President of Eastbrook Development Company, 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.

Theresa Cariano
Theresa Cariano
Notary Public, Kent County, Michigan
My commission expires: Oct. 9, 1988