

EXHIBIT A

CONDOMINIUM BY-LAWS

WINDCREST MANOR HOMES

ARTICLE I

CONDOMINIUM PROJECT

Section 1. Organization. Windcrest Manor Homes, a residential condominium project located in the Township of Grand Rapids and in the City of Grand Rapids, Kent County, Michigan (the "Project") is being constructed in successive segments so as to comprise a maximum of 144 living units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association").

Section 2. Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Act"), the 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 of conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

ARTICLE II

MEMBERSHIP AND VOTING

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

Section 2. Voting Rights. Except as limited in the Master Deed and in these By-Laws, each Co-owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the

value of which shall equal the total of the percentages assigned to the Unit or Units owned by him as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

Section 3. Members Entitled to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project, nor shall he be entitled to vote (except for elections held pursuant to Article III, Section 4 hereof) prior to the Initial Meeting of Members. The Developer shall be entitled to vote only those Units to which it still holds title and for which it is paying the monthly assessment then in effect 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 any adjournment thereof, 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 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 may be convened only by the Developer and may be called at any time after more than 50% of the Phase I units have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner

of a Unit in the Project, 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 informational or other appropriate purposes prior to such initial meeting, but no such informational 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 or delivered to each member entitled to vote at the meeting; provided, that not less than 20 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. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three persons shall be selected by the Developer from among the non-developer Co-owners to serve as 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 and to aid in the ultimate transition of control to the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

Section 4. Composition of Board. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, at least 1 Director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all Directors on the Board except that the Developer shall have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established herein. Application of this provision does not require a change in the size of the Board as set forth in the corporate by-laws.

If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect hereunder, or if the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners shall have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided herein.

Section 5. Quorum of Members. The presence in person or by proxy of thirty-five (35%) percent 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 the initial meeting of members. All actions of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the initial meeting or at any subsequent meeting, so long as such

actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause.

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

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

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

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

(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 of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium 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 once per year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be reviewed annually and audited every third year by qualified independent auditors (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Each review or audit shall be completed prior to the date on which a new budget for the Association is adopted.

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 to a common element or structural modifications to his Unit must first obtain the written consent of the Association, and shall be responsible for all damages to any other Units or to the common elements resulting from such repairs or from his failure to effect such maintenance and repairs.

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

making emergency repairs necessary to prevent damage to other Units, the common elements or both.

Section 5. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by Section 105 of the Act. Such fund shall be established in the minimum amount hereinafter set forth on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then 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 general common elements not contracted by the Association or the Developer.

Section 7. Managing Agent. The Board may employ for the Association a Management Company or 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 wilful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to

the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

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

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

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

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

(c) To provide for the purchase of additions to the common elements in an amount not exceeding \$3,500 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 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 Units to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, in

advance and 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.

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 charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In addition, 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 utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit.

All payments on account of installments of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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. Such payments shall be in lieu of all other assessment liabilities.

After the time as which the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the costs of administration (excluding reserves), the Developer shall be assessed by the Association only for actual costs, if any, incurred by the Association which are directly attributable to the Units being constructed by the Developer, together with a reasonable share of costs of administration which indirectly benefit the Developer, based upon the ratio of completed units owned by the Developer from time-to-time to the total number of completed units in the Project. Provided, that if a Unit owned by the 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.

In no event shall the Developer be responsible for the payment of any assessment for or with respect to deferred maintenance, reserves, capital improvements or additions, whether general or special, except with respect to occupied units owned by it, nor for any assessment levied in whole or in part to purchase a unit from the Developer or to finance litigation or other claims

against the Developer, any cost of investigation and preparing such litigation or claim or any similar related cost.

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, or any phase thereof, was established subsequent to the tax day. Taxes and special assessments which become a lien against the property of the Condominium in any such year shall be expenses of administration and shall be assessed against the Units in proportion to the percentage of value assigned 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 appropriate, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance and worker's compensation insurance pertinent to the ownership, use and maintenance of the common elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, their mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his Unit, including wall coverings, floor coverings, sliders, windows and screens, and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Condominium, for personal liability for occurrences within his Unit or upon limited

common elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit. 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, landscaping, blacktopping, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all appliances, 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 owner improvements 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 cancelled 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) Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owners Unit or appurtenant limited common elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(f) 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 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, provision for reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners voting at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after

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

(b) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners voting at a meeting called for such purpose. Any such meeting shall be held within 30 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 with-

drawal 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 material 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 such Unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the Co-owners of a Unit shall be

re-allocated among the other Units in the Project in proportion to their respective undivided interests in the common elements. A Unit partially taken shall receive the re-allocation in proportion to its undivided interest as reduced by court order under this subsection. The court shall enter a decree reflecting the re-allocation of undivided interest produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the common elements divested from the Co-owner and not re-vested in the Co-owner pursuant to subsection (d), as well as for that portion of the Unit taken by eminent domain.

(d) If the taking of the portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the common elements appertaining to that Unit shall thenceforth appertain to the remaining Units in the Project, being allocated to them in proportion to their 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 reallocation 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 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 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 or 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 three (3) persons shall permanently occupy or reside in any two-bedroom one-bath unit, nor more than four (4) persons in any two-bedroom two-bath unit, nor more than five (5) persons in any three-bedroom two-bath unit, without the express 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 general common element, nor make changes to the exterior appearance or structural members of his Unit or limited common elements 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, banners or 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 the blinds furnished with his Unit or replacement blinds and/or shades of the same type and appearance as those furnished with the unit, which shall be lined or colored in a neutral shade facing the exterior), or paint or decorate or adorn the outside of his Unit, or install any CB, short wave, satellite dish or other radio or television antenna, window air-conditioning unit, snap-in window dividers, 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 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 deck which is a limited common element appurtenant to his Unit; provided, that no fireplace logs or personal property other than customary furniture and foliage shall be placed or stored on any patio or deck which is visible from the common elements of the Project at any time, or on the grounds around or in the rear of any building.

(h) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles or devices anywhere on or about the condominium premises.

(i) No animal, including household pets, shall be kept without the prior written consent of the Association which consent, if given, shall be revocable at any time by the Board of Directors thereof. Pets permitted by the Association shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge any Co-owner maintaining animals a reasonable additional assessment to be collected in the manner provided in these bylaws if the Association determines such assessment to be necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner thereof, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section. 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.

(j) No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, motorcycles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on the Condominium property for more than 24 hours without the written approval of the Association, and no snowmobile or other motorized recreational vehicle other than a motorcycle shall be operated on the Condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(k) No more than one (1) automobile or other vehicle customarily used for transportation purposes

shall be kept outside a closed garage on the Condominium property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. Vehicles kept outside the garage shall be parked only on the limited common element driveways designated for such purpose and not on the general common element parking areas reserved for guests. 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.

(l) The common elements shall not be used for the storage of supplies or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drive(s), and Owners and residents shall not use or obstruct any guest parking areas abutting such drives without the prior consent of the Association. 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.

(m) Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in the Condominium Project.

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

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

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

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

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

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

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

Section 6. Use by Developer. During the period of sale by the Developer of any Units, the Developer and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of said sale of Units. Until all Units in the entire Project have been sold by the Developer, and until each Unit sold by it is occupied by the purchasers thereof, the Developer shall have the right to maintain a sales office and/or model dwellings, a business office, a construction office and such trucks and other construction equipment, 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 "Mortgagees 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 for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, 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 six (6) months 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 certified mail, addressed to him at his last known residence address, advising of the alleged violation by the tenant.

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

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

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 by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

Section 2. Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) At the exclusive option of a Purchaser, Co-owner or person occupying a restricted Unit in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

Section 3. 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 except as otherwise set forth in this Article, 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 60 Monroe Center, N.W., 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 IX of the Master Deed of Windcrest Manor Homes.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1720

EXHIBIT "B" TO THE MASTER DEED OF:

WINDCREST MANOR HOMES

CITY OF GRAND RAPIDS AND GRAND RAPIDS TOWNSHIP,
KENT COUNTY, MICHIGAN

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 IN THE TITLE AND THE
VARIOUS CERTIFICATES ON THIS SHEET.

OWNER - DEVELOPER

UNITED DEVELOPMENT
REAL ESTATE CORP / WINDCREST
60 MOHRE CENTER N.W.
GRAND RAPIDS, MICHIGAN 49503

ENGINEERING - SURVEYING

PREIN & NEWHOF, P.C.
3000 EAST BELTLINE N.E.
GRAND RAPIDS, MICHIGAN 49505

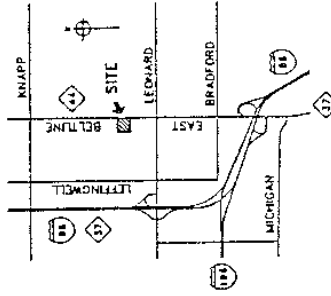
LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 15, T2N, R17W,
BEING WITH IN GRAND RAPIDS TOWNSHIP AND THE CITY OF
GRAND RAPIDS, MICHIGAN, COMMENCING AT THE
SOUTHWEST CORNER OF SECTION 15,
THENCE PROCEEDING NORTHWISSE 1500.00 FEET ALONG
THE WEST LINE OF SAID SECTION 15 TO THE POINT OF
1000 FEET TO THE WEST LINE OF EAST BELTLINE AVENUE
(1000 FEET WIDE) AND THE POINT OF BEGINNING, THENCE
N89°47'48" E 813.38 FEET ALONG THE NORTH LINE OF THE
ABOVE-THAT STABLO FEEL ALONG THE EAST LINE OF THE
WEST 8000 FEET OF THE EAST 1/2 OF SAID SOUTHWEST
CORNER OF SECTION 15 TO THE POINT OF BEGINNING,
THENCE S89°47'48" E 813.38 FEET ALONG THE NORTH LINE OF
SAID SOUTHWEST 1/4 TO THE WEST LINE OF EAST BELTLINE
AVENUE (1000 FEET WIDE) AND THE POINT OF BEGINNING,
THENCE EAST BELTLINE AVENUE TO THE POINT OF BEGINNING
SAB FEEL TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY
OF RECORD, IF ANY EXIST.

CONTAINING 8.03+ ACRES

SHEET INDEX

- 1 COVER SHEET
- 2 PROPOSED FUTURE DEVELOPMENT
- 3 SITE, SURVEY AND UTILITIES PLAN
- 4 SITE, SURVEY AND UTILITIES PLAN
- 5 BUILDING A (UNITS 1-14) FLOOR PLANS AND SECTIONS
- 6 BUILDING B (UNITS 15-24) FLOOR PLANS AND SECTIONS
- 7 BUILDING C (UNITS 25-34) FLOOR PLANS AND SECTIONS
- 8 BUILDING D (UNITS 35-44) FLOOR PLANS AND SECTIONS
- 9 BUILDING E (UNITS 45-54) FLOOR PLANS AND SECTIONS
- 10 BUILDING F (UNITS 55-64) FLOOR PLANS AND SECTIONS
- 11 BUILDING G (UNITS 65-74) FLOOR PLANS AND SECTIONS
- 12 BUILDING H (UNITS 75-84) FLOOR PLANS AND SECTIONS



LOCATION MAP



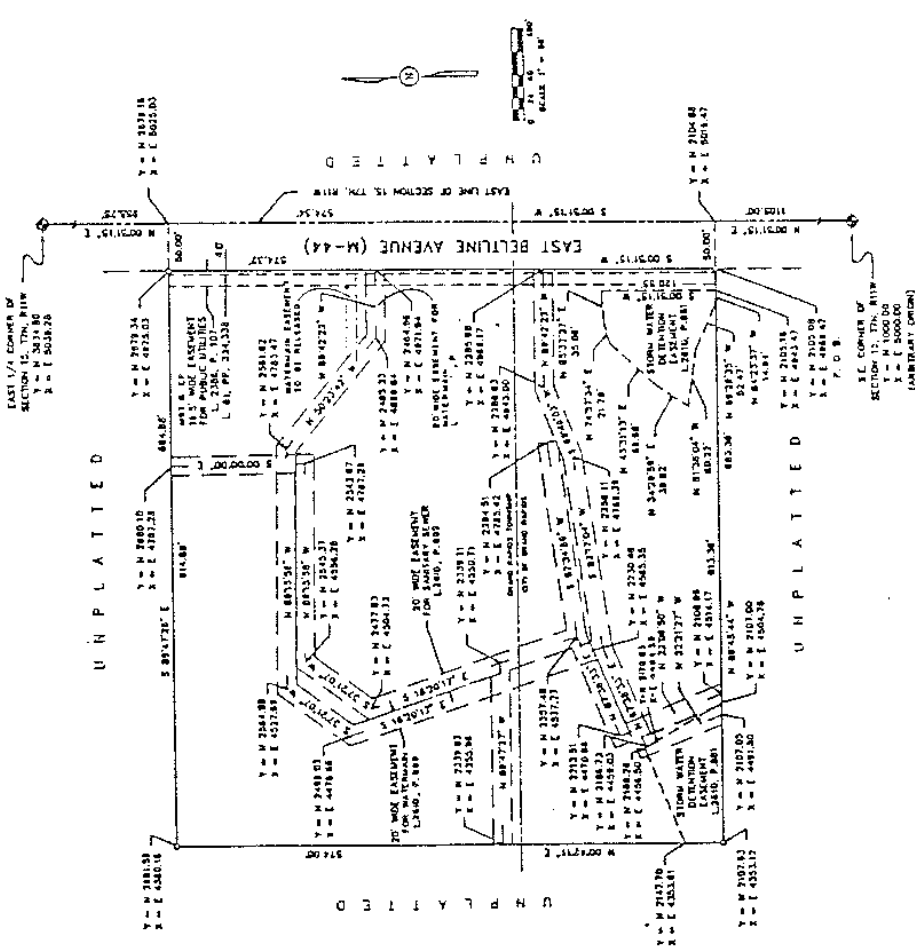
Prein & Newhof
 PREIN & NEWHOF
 LICENSED LAND SURVEYOR NO 10407

PROPOSED: J-11-11
 AS-BUILT: _____
 SHEET NO.: _____

19842604 PC 537

EXHIBIT B

INDEX 2654 FC 550



REPORTER'S CERTIFICATE

I, ARTHUR W. BENTHALL, A LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN ABOVE AS INDICATED MAJOR HOMES BEING KING KENT COUNTY CONGRESSIONAL PLAN NO. 2722 AS SHOWN ON THE ACCOMPANYING PLANS, REPRESENTS A SURVEY OF THE ABOVE LAND UNDER DIRECTION AND SUPERVISION OF THE BOARD OF HEALTH AND PROPERTY AS REQUIRED BY ACT 319 OF 1919 AND THE PROVISIONS THEREOF, AND THAT THE REQUIRED IMPROVEMENTS AND OTHER SURVEY DATA HAVE BEEN LOCATED IN THE ORDINANCE AS REQUIRED BY SAID ACT AND THAT THE SURVEY IS WITHIN THE LIMITS REQUIRED BY THE SAID ACT AND THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE SAID ACT UNDER SECTION 141 OF ACT 319 OF PUBLIC ACTS OF 1919.

THAT THE RECORDS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 141 OF ACT 319 OF PUBLIC ACTS OF 1919.

DATE: 1925

Arthur W. Benthall
ARTHUR W. BENTHALL
LICENSED LAND SURVEYOR NO. 21407
1000 EAST BELLUNE AVE.
GRAND RAPIDS, MICHIGAN 49503



MUNICIPALITY ELEVATION: 828.84 USGS DATUM
HEAD OF MAIN IN EAST SIDE OF 27' LIP LOCATED 230.50 FEET NORTH AND 12.37 FEET EAST OF THE NORTHEAST CORNER OF WINDCREST MANOR HOMES

BRUSHY WARE ELEVATION: 828.42 USGS DATUM
HEAD OF MAIN IN NORTH SIDE OF 14' WARE LOCATED 30 FEET SOUTH AND OF THE SOUTHWEST CORNER OF BUILDING 310, WINDCREST MANOR HOMES

BRUSHY WARE ELEVATION: 827.80 USGS DATUM
HEAD OF MAIN IN EAST SIDE OF POWER POLE LOCATED NEAR THE SOUTHWEST CORNER OF WINDCREST MANOR HOMES, ALONG THE WEST SIDE OF THE (L&I) BELTUNE AVENUE AT HOUSE 1311

GENERAL NOTES

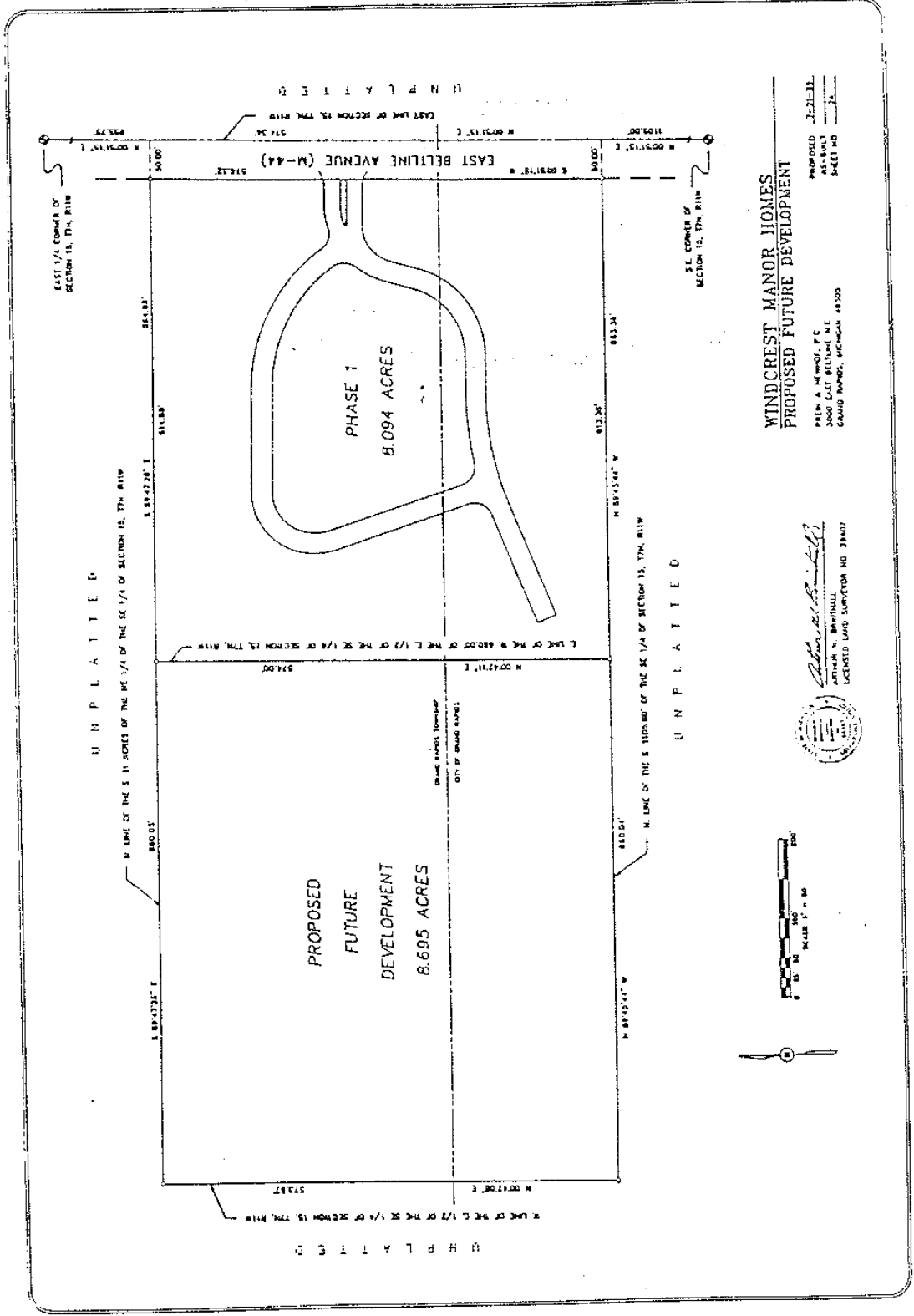
1. RECORDS ARE REFERRED TO IN RELATION TO A PREVIOUSLY ESTABLISHED RECORD ON A SURVEY OF THIS PROPERTY BY ESTEL FROHMAN & CO.
2. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR COMMERCIAL POWER COMPANY AS RECORDED IN BOOK 81 OF DEEDS, PAGES 311 & 338.
3. THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR MICHIGAN WELL TELEPHONE CO. AS RECORDED IN BOOK 2346 OF DEEDS, PAGE 103.

WINDCREST MANOR HOMES
SURVEY PLAN

PREPARED BY: ARTHUR W. BENTHALL
1000 EAST BELLUNE AVE.
GRAND RAPIDS, MICHIGAN 49503

PROPOSED: J-11-21
45-B-1
SHEET NO. 1

2854 PC 537

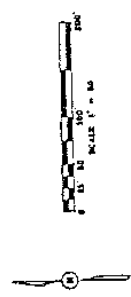


**WINDCREST MANOR HOMES
PROPOSED FUTURE DEVELOPMENT**

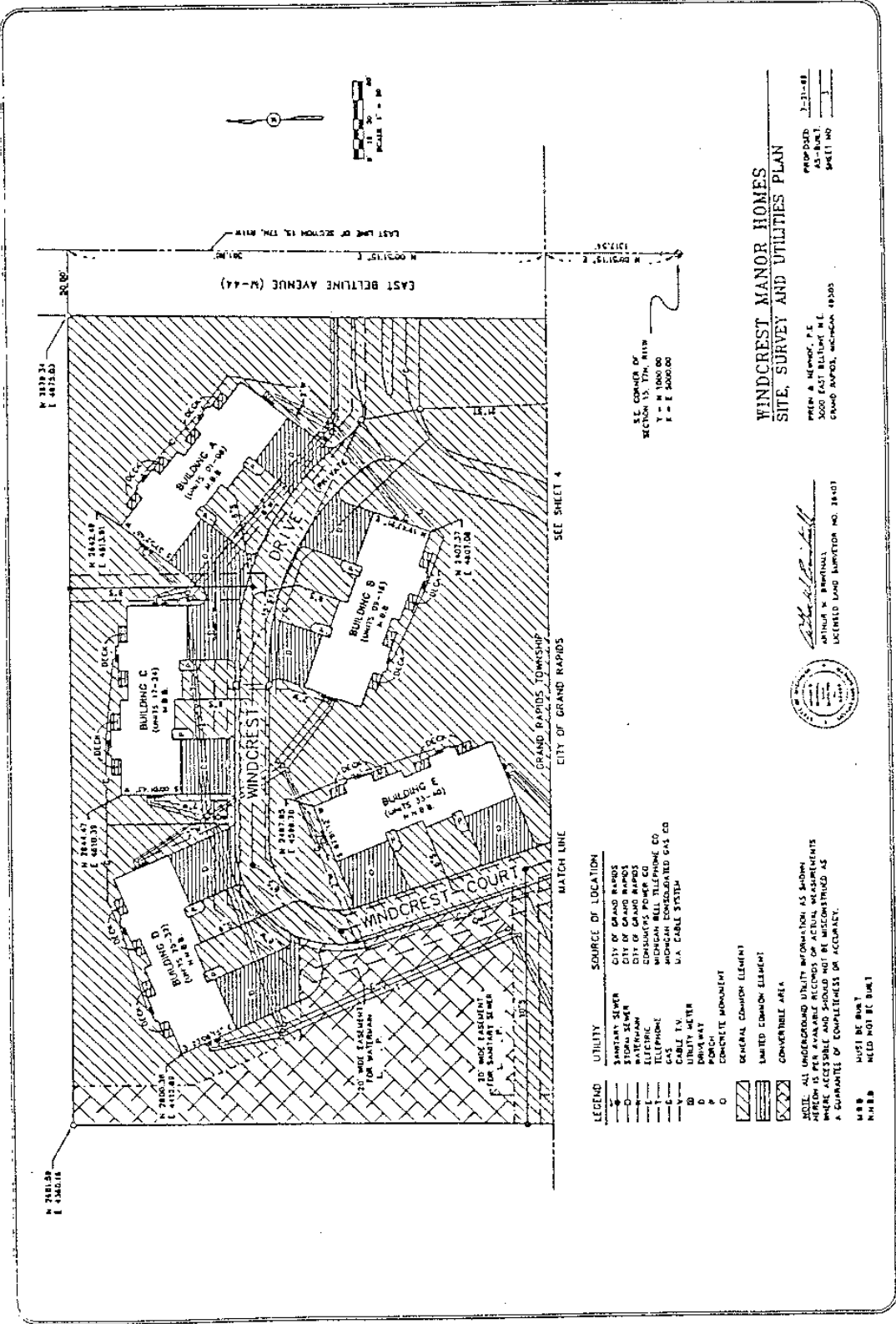
PREPARED BY
ARTHUR W. BRITTON
REGISTERED LAND SURVEYOR NO. 31807

DATE
SHEET NO.

PROPOSED BY
PRESH A. MEMOZ, P.C.
3000 EAST BELLINE, N.E.
GRAND RAPIDS, MICHIGAN 49503



106E 2054 PC 538



UTILITY	SOURCE OF LOCATION
SEWER	CITY OF GRAND RAPIDS
WATER	CITY OF GRAND RAPIDS
ELECTRIC	EDISONVILLE POWER CO
TELEPHONE	MICHIGAN BELL TELEPHONE CO
GAS	EDISONVILLE GAS CO
UTILITY METER	U.S. CABLE SYSTEM
DRIVEWAY	
POBCH	
CONCRETE MONUMENT	
GENERAL COMMON ELEMENT	
LIMITED COMMON ELEMENT	
CONVERTIBLE AREA	

NOTE: ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS FOR INFORMATION ONLY AND SHOULD NOT BE MISCONSTRUED AS A GUARANTEE OF COMPLETENESS OR ACCURACY.

M.B.B. MUST BE BUILT
M.B.B. NEED NOT BE BUILT

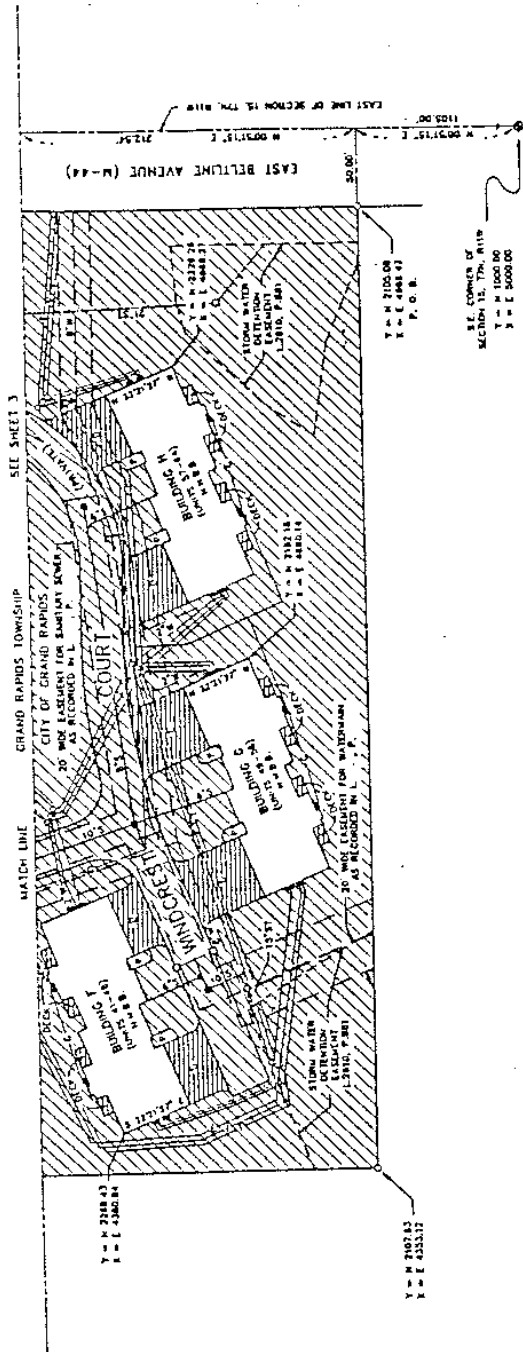
SEE CONCORD OF SECTION 13, 17th, 18th
T - N 1000.00
E - E 2000.00

**WINDCREST MANOR HOMES
SITE, SURVEY AND UTILITIES PLAN**

PREPARED BY
ARTHUR W. BARNHART, P.E.
3000 EAST BELLINE W.E.
GRAND RAPIDS, MICHIGAN 49503



ARTHUR W. BARNHART
LICENSED LAND SURVEYOR NO. 18403



UTILITY	SOURCE OF LOCATION
SEWER	CITY OF GRAND RAPIDS
WATER	CITY OF GRAND RAPIDS
ELECTRIC	CONSOLIDATED POWER CO
TELEPHONE	MICHIGAN BELL TELEPHONE CO
GAS	MICHIGAN GAS COMPANY
DRIVEWAY	U.S. CARBIDE SYSTEM
CONCRETE MONUMENT	
GENERAL COMMON ELEMENT	
LIMITED COMMON ELEMENT	
CONVERTIBLE AREA	

NOTE: ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS FOR AVAILABLE RECORDS OR ACTUAL MEASUREMENTS WHERE ACCESSIBLE AND SHOULD NOT BE INTERPRETED AS A GUARANTEE OF COMPLETENESS OR ACCURACY.

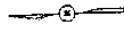
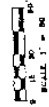
M.B.B. MUST BE PAID
P.H.B. WOULD NOT BE PAID

**KINDCREST MANOR HOMES
SITE, SURVEY AND UTILITIES PLAN**

PROPOSED 1-21-88
AS-BUILT 1
SHEET NO. 1

PREPARED BY
MCKEN & KENNEDY, P.C.
3000 EAST BELMONT, N.E.
GRAND RAPIDS, MICHIGAN 49503

APPROVED BY
Arthur W. Brinkman
ARTHUR W. BRINKMAN
LICENSED LAND SURVEYOR NO. 28407



S.E. CORNER OF
SECTION 12, Twp. 41N
Y = N 1000.00
X = E 3000.00
P. O. B.

Y = N 2402.83
X = E 4333.17

SEE SHEET 3

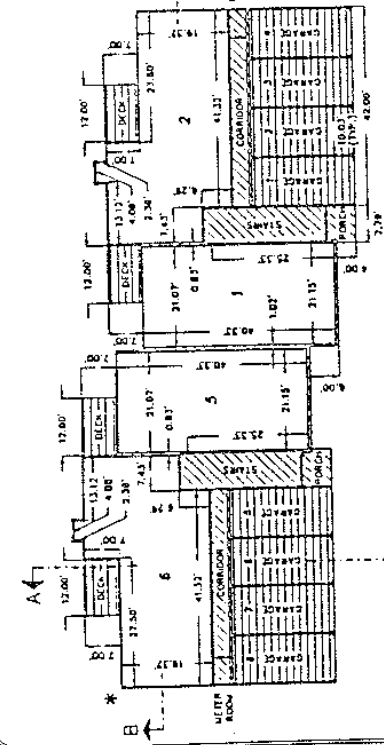
GRAND RAPIDS TOWNSHIP

CITY OF GRAND RAPIDS

WINDCREST COURT

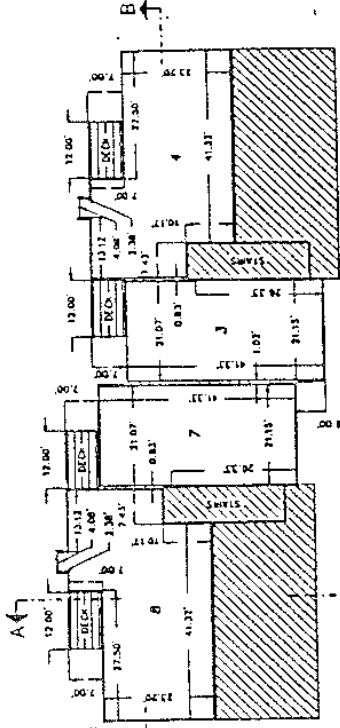
EAST BELMONT AVENUE (M-44)

1387 2054 PC 380



FIRST FLOOR PLAN

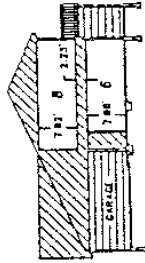
FOUNDATION WALLS - 0.87'
FRONT EXTERIOR WALLS - 0.87'
OTHER EXTERIOR WALLS - 0.33'



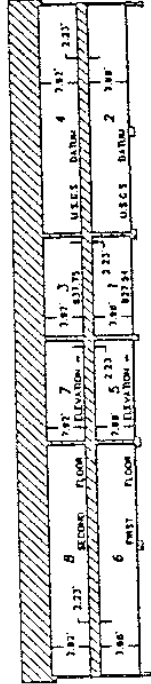
SECOND FLOOR PLAN

FOUNDATION WALLS - 0.87'
ALL EXTERIOR WALLS - 0.33'

UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
1	848.85	4223.81
2	1042.77	5213.32
3	848.85	4223.81
4	1042.77	5213.32
5	1042.77	5213.32
6	1042.77	5213.32
7	1042.77	5213.32
8	1042.77	5213.32
9	1042.77	5213.32
TOTAL	10427.70	52133.20



SECTION A-A



SECTION B-B

NOTE: ALL DIMENSION LINES ARE AT RIGHT ANGLES TO EACH OTHER.

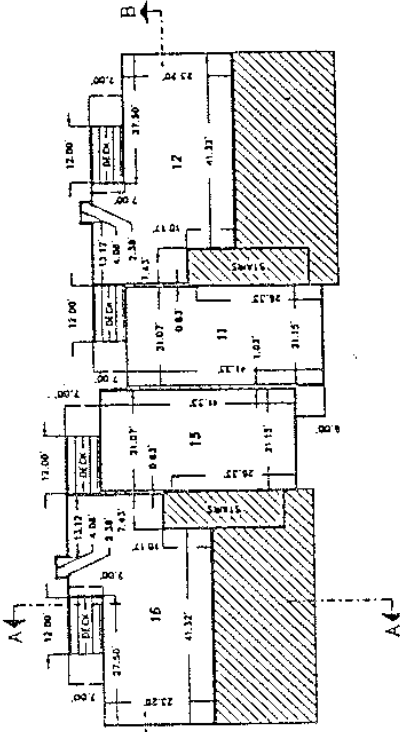
- LEGEND
- LIMITS OF DIMENSION
 - ▨ GENERAL COMMON ELEMENT
 - ▤ LIMITED COMMON ELEMENT
 - * COORDINATE CORNER



Arthur A. Benthall
LICENSED LAND SURVEYOR NO. 21407

WINDCREST MANOR HOMES
BUILDING A
FLOOR PLAN & SECTIONS

DESIGNED BY: J. J. BENTHALL
DRAWN BY: J. J. BENTHALL
CHECKED BY: J. J. BENTHALL
DATE: 1-2-51
SHEET NO. 3

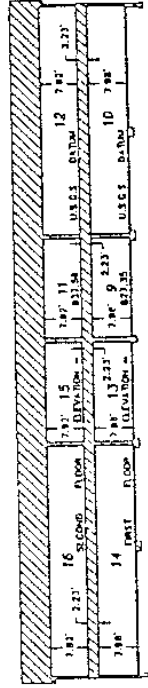
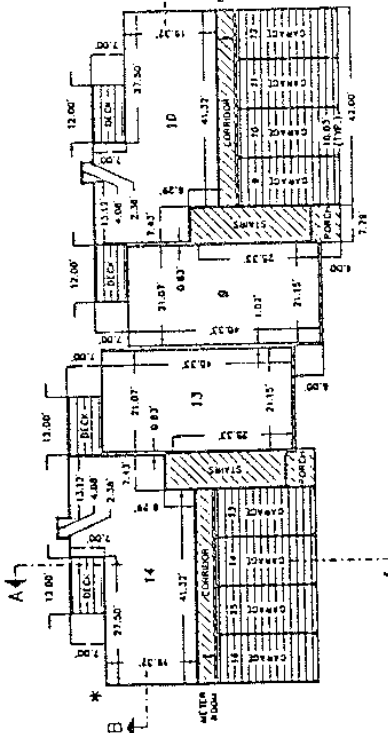


SECOND FLOOR PLAN

UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
9	8,412.85	47,574.87
10	10,677.71	60,813.31
11	8,858.00	50,734.44
12	12,048.30	69,277.74
13	8,444.85	48,653.43
14	10,477.71	60,813.31
15	8,858.00	50,734.44
16	12,048.30	69,277.74

FIRST FLOOR PLAN

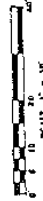
FOUNDATION WALLS = 0.87'
FRONT EXTERIOR WALLS = 0.87'
OTHER EXTERIOR WALLS = 0.33'



SECTION A-A

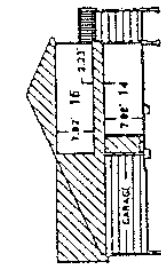
NOTE: ALL DIMENSION LINES ARE AT RIGHT ANGLES TO EACH OTHER

- LEGEND
- LIMITS OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - COORDINATE CORNER



Arthur W. Benthall
LICENSED PROFESSIONAL ENGINEER
LICENSED LICENSE NUMBER NO. 18407

SECTION B-B

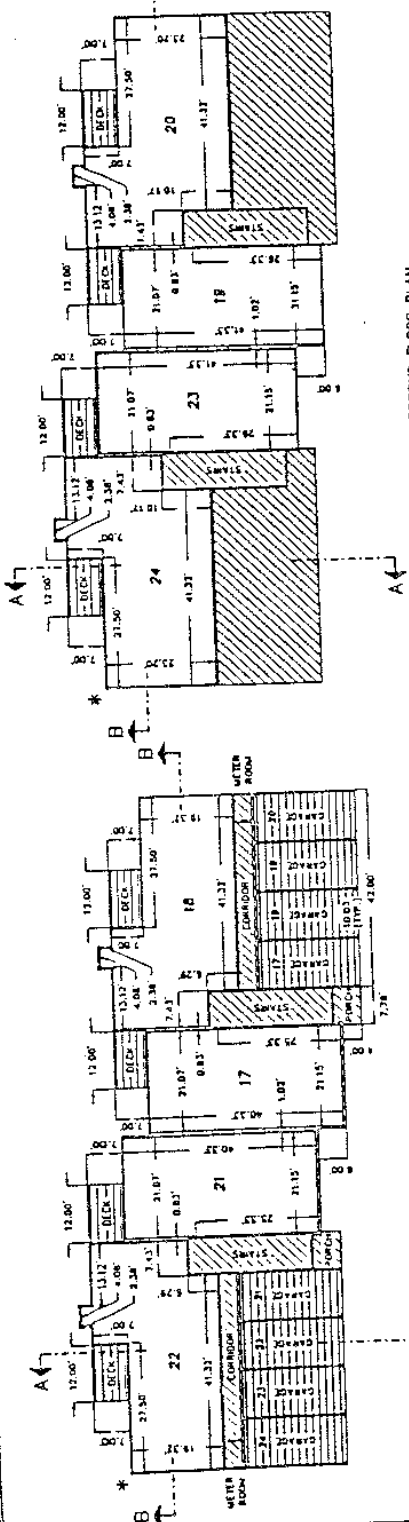


WINDCREST MANOR HOMES
BUILDING B
FLOOR PLAN & SECTIONS

UNIT 9-16
PREPARED BY: P. C.
3000 EAST BETHLEHEM BLVD.
DUMFRIES, MICHIGAN 49620

PROPOSED 2-21-81
AS-BUILT 5-4-81
SHEET NO. 8

LIBR 2654 PC 502



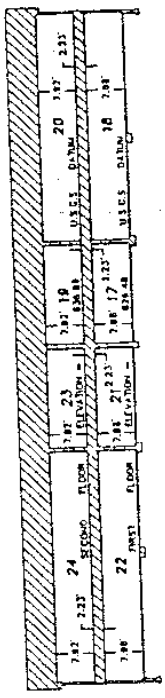
SECOND FLOOR PLAN

FOUNDATION WALLS = 0.87
ALL EXTERIOR WALLS = 0.75

UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
17	848.65	6757.87
18	1048.77	8542.77
19	848.00	6914.53
20	1708.80	13924.48
21	848.65	6972.87
22	1048.77	8542.77
23	848.00	6914.53
24	1708.80	13924.48

FIRST FLOOR PLAN

FOUNDATION WALLS = 0.87
FRONT EXTERIOR WALLS = 0.67
OTHER EXTERIOR WALLS = 0.37



SECTION B-B

SECTION A-A

NOTE: ALL DIMENSION UNITS ARE AT RIGHT ANGLES TO EACH OTHER

WINDCREST MANOR HOMES
BUILDING C
FLOOR PLAN & SECTIONS

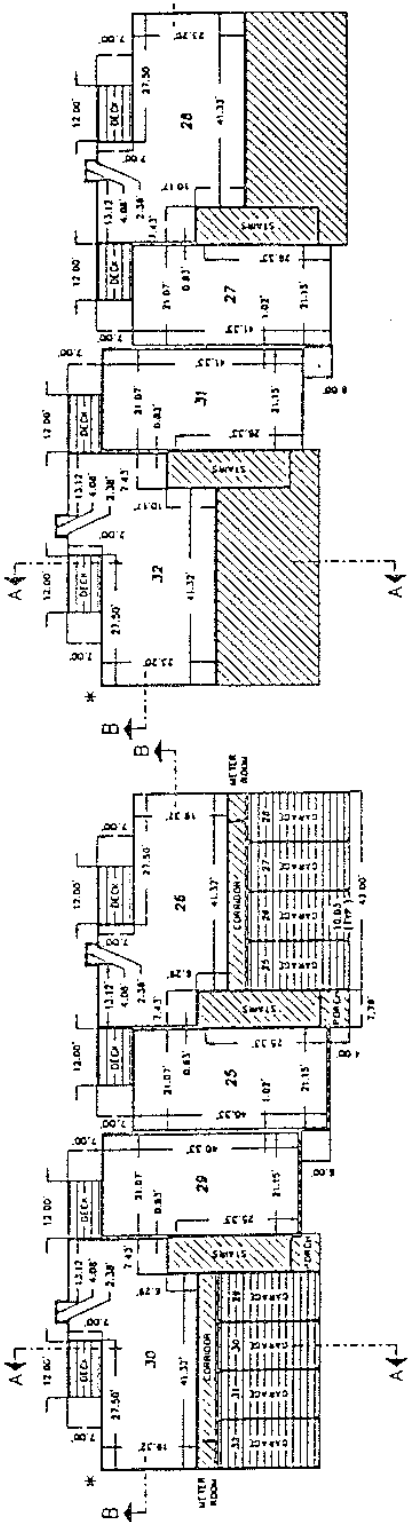
PROPOSED - 1-21-61
AS-BUILT - 1-21-61
SHEET NO. 1

PREP & CHECKED BY
3500 EAST BIRCH AVE., S.W.
DUMFRIES, VIRGINIA 22025



LEGEND
LIMITS OF OWNERSHIP
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
COORDINATE EDWYER





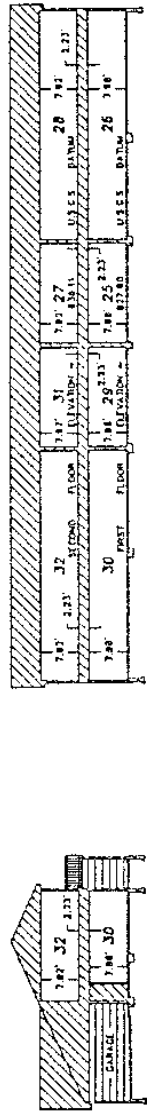
SECOND FLOOR PLAN

FOUNDATION WALLS = 0.37
 ALL EXTERIOR WALLS = 0.37

UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
25	842.85	8752.87
26	1048.77	10842.73
27	842.85	8752.87
28	1208.90	12514.48
29	842.85	8752.87
30	1048.77	10842.73
31	842.85	8752.87
32	1208.90	12514.48

FIRST FLOOR PLAN

FOUNDATION WALLS = 0.47
 FRONT EXTERIOR WALLS = 0.67
 OTHER EXTERIOR WALLS = 0.37

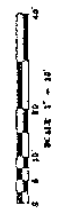


SECTION B-B

SECTION A-A

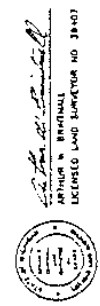
NOTE: ALL OVERCROP LINES ARE AT RIGHT ANGLES TO EACH OTHER.

- LEGEND
- LIMITS OF OVERCROP
 - GENERAL EXTERIOR ELEVATION
 - LIMITED EXTERIOR ELEVATION
 - COORDINATE CORNER

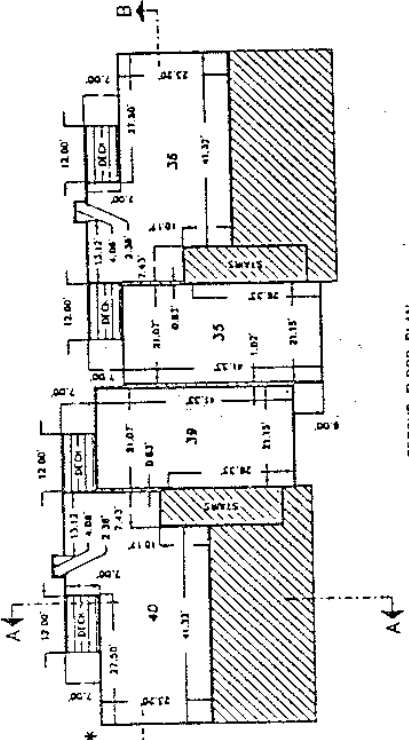


WINDCREST MANOR HOMES
 BUILDING D FLOOR PLAN & SECTIONS

DATE: 12-21-51
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO. 4420



LIBER 2654 PC 504



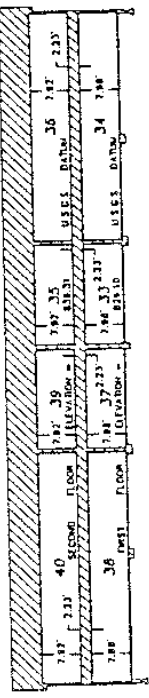
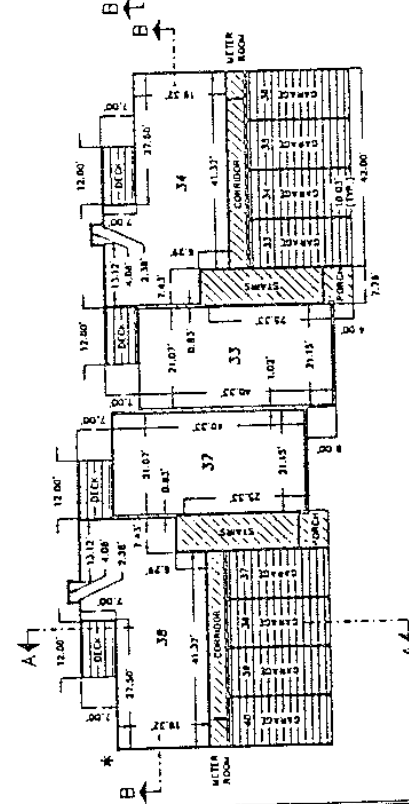
FIRST FLOOR PLAN

FOUNDATION WALLS = 0'67"
 FRONT EXTERIOR WALLS = 0'47"
 OTHER EXTERIOR WALLS = 0'37"

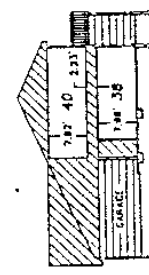
UNIT	AREA(SQ. FT.)	VOLUME(CU. FT.)
33	844.85	8752.87
34	1043.77	10842.27
35	861.00	8914.53
36	1208.80	12514.48
37	814.85	8512.87
38	1043.77	10842.27
39	841.00	8714.53
40	1208.80	12514.48

SECOND FLOOR PLAN

FOUNDATION WALLS = 0'87"
 ALL EXTERIOR WALLS = 0'37"



SECTION A-A



SECTION B-B

NOTE: ALL DIMENSION LINES ARE AT RIGHT ANGLES TO EACH OTHER.

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENT
- * CORNER/VAULT CORNER

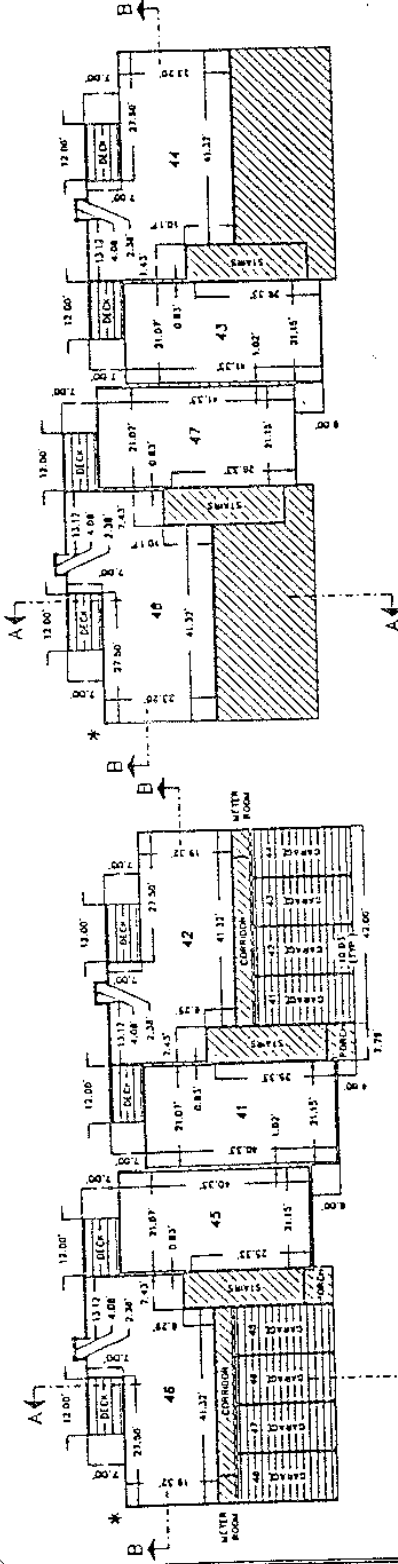


Robert W. Smith
 LAND SURVEYOR
 LICENSED LAND SURVEYOR NO. 21407

WINDCREST MANOR HOMES
 BUILDING E
 FLOOR PLAN & SECTIONS

PREPARED BY: WINDCREST HOMES, INC.
 11111 WINDCREST DRIVE, WINDCREST, MICHIGAN 48093
 PROJECT NO. 1-21-88
 ALL-SHEET NO. 3

LIB# 2054 PC 505



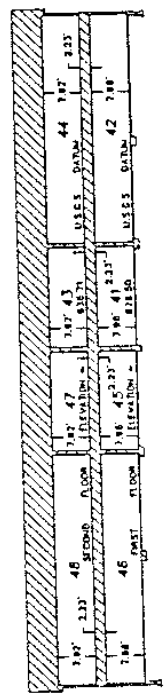
SECOND FLOOR PLAN

FOUNDATION WALLS = 0.87
 FRONT EXTERIOR WALLS = 0.87
 DINER EXTERIOR WALLS = 0.33

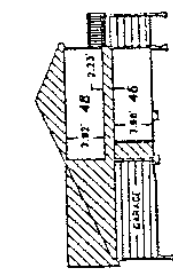
UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
41	849.85	8352.83
42	1010.77	8368.22
43	848.00	8774.53
44	1208.00	8374.48
45	848.85	8352.87
46	1048.17	8388.27
47	848.00	8774.53
48	1208.00	8374.48

FIRST FLOOR PLAN

FOUNDATION WALLS = 0.87
 FRONT EXTERIOR WALLS = 0.87
 DINER EXTERIOR WALLS = 0.33



SECTION A-A

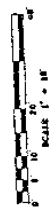


SECTION B-B

NOTE: ALL OVERLAP LINES ARE AT RIGHT ANGLES TO EACH OTHER

LEGEND

- LIMITS OF OVERLAP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COORDINATE CORNER

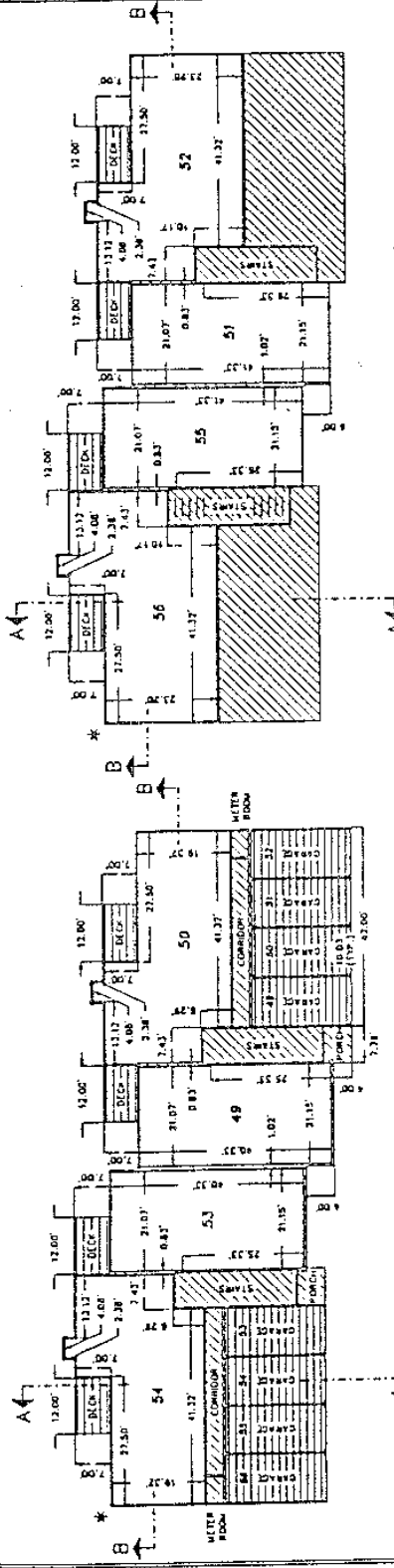


WINDCREST MANOR HOMES
 BUILDING F
 FLOOR PLAN & SECTIONS

(UNITS 41-48)
 PREP. A. HENRY, P.E.
 3000 EAST BELLE ME
 STAMPAWASH, MICHIGAN 48105

PROPOSED 2-21-51
 AS-BUILT 10
 SHEET NO. 10

REGISTERED PROFESSIONAL ARCHITECT
 LICENSE NO. 10000



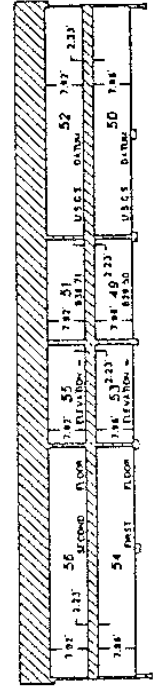
SECOND FLOOR PLAN

FOUNDATION WALLS = 0.87
 FRONT EXTERIOR WALLS = 0.87
 OTHER EXTERIOR WALLS = 0.37

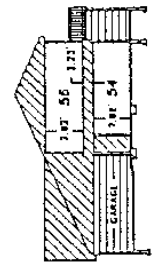
FIRST FLOOR PLAN

FOUNDATION WALLS = 0.87
 FRONT EXTERIOR WALLS = 0.87
 OTHER EXTERIOR WALLS = 0.37

UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
41	844.83	4,324.83
50	1047.77	5,442.23
51	841.00	4,312.50
52	1208.80	6,214.40
53	844.83	4,324.83
54	1047.77	5,442.23
55	841.00	4,312.50
56	1208.80	6,214.40



SECTION B-B



SECTION A-A

NOTE: ALL DIMENSION LINES ARE AT RIGHT ANGLES TO EACH OTHER

LEGEND

- LIMITS OF DWG/SHOP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- COMMON/AT CORNER

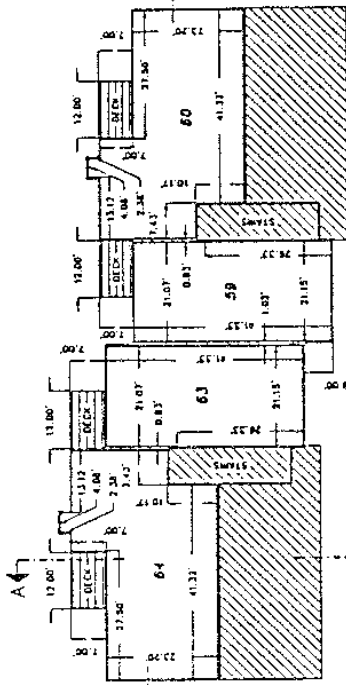


WINDCREST MANOR HOMES
 BUILDING G FLOOR PLAN & SECTIONS

PREPARED BY: J.E. BL
 DATE: 11-1-61
 SHEET NO. 11

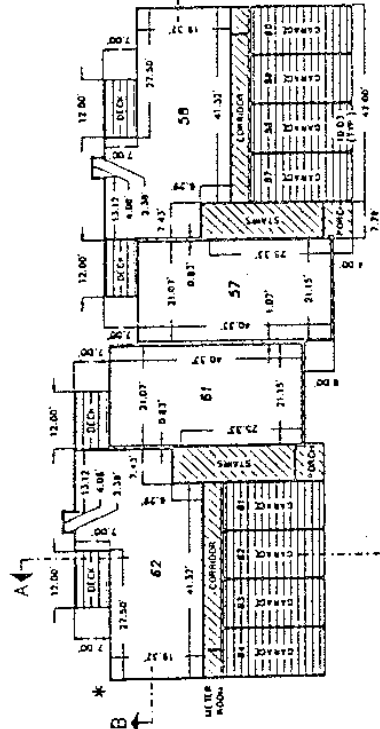
PREPARED BY: J.E. BL
 DATE: 11-1-61
 SHEET NO. 11

APPROVED AND AUTHORIZED
 LICENSED LAND SURVEYOR NO. 36407



SECOND FLOOR PLAN

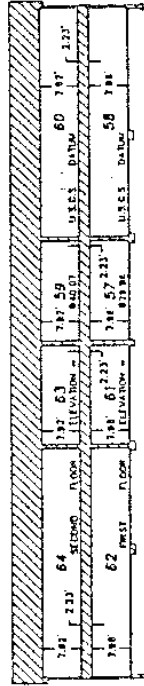
FOUNDATION WALLS = 0.87
ALL EXTERIOR WALLS = 0.33'



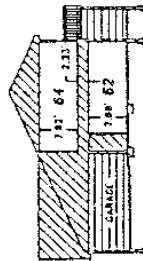
FIRST FLOOR PLAN

FOUNDATION WALLS = 0.87
FRONT EXTERIOR WALLS = 0.87
OTHER EXTERIOR WALLS = 0.33'

UNIT	AREA (sq. ft.)	VOLUME (cu. ft.)
57	441.85	5233.37
58	1048.77	8363.37
59	818.00	8874.33
60	1200.00	1578.45
61	816.85	7123.87
62	1013.37	1289.21
63	481.00	6174.33
64	1708.00	8374.48



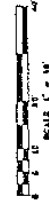
SECTION B-B



SECTION A-A

NOTE: ALL OVERSHP DIMS ARE AT RIGHT ANGLES TO EACH OTHER.

- LEGEND
- UNITS OF OVERSHP
 - GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - DOORWAY CORNER



WINDCREST MANOR HOMES
BUILDING H FLOOR PLAN & SECTIONS

(UNITS 57-64)
PREP. & DRAWING P.C.
3000 EAST BELTLINE RD.
GRAND RAPIDS, MICHIGAN 49503

APPROVED: *[Signature]*
ARCHITECT: SHAW-WALL
LICENSED LAND SURVEYOR NO. 21407

PROPOSED 2-1-81
A-J-B-W-L
SHEET NO. _____

EXHIBIT C

WINDCREST MANOR HOMES

CONSENT TO SUBMISSION OF REAL PROPERTY

TO CONDOMINIUM PROJECT

WHEREAS, United Development Real Estate Corp/Windcrest, a Michigan corporation, as Developer, intends to establish Windcrest Manor Homes as a condominium project by recordation in the Office of the Kent County Register of Deeds of a Master Deed of Windcrest Manor Homes, submitting to condominium ownership the real property in the City of Grand Rapids and in the Township of Grand Rapids, Kent County, Michigan, described therein; and

WHEREAS, Old Kent Bank & Trust Company, a Michigan banking corporation, is interested in the above-described premises as Mortgagee under a certain Mortgage dated February 21, 1989, and recorded in Liber 2601, Page 1022 and in Liber 2605, Page 229 of Kent County Records;

NOW, THEREFORE, Old Kent Bank & Trust Company, as Mortgagee, hereby consents to the submission of the aforesaid property to the condominium project described and set forth in said Master Deed, and consents to the recordation of said Master Deed in the Office of the Register of Deeds for Kent County, Michigan.

Dated: August 5, 1989

OLD KENT BANK & TRUST COMPANY

Witnesses:

By

Becky S. Swaney
Becky S. Swaney
Linda L. Davis
Linda L. Davis

Lawrence C. Proehl
Lawrence C. Proehl
Its Corporate Banking Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 5th day of August, 1989, by Lawrence C. Proehl, the Corporate Banking Officer of Old Kent Bank & Trust Company, on behalf of said corporation by authority of its Board of Directors.

Becky S. Swaney
Notary Public, Kent County, Michigan
My commission expires:

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

EXHIBIT D

AFFIDAVIT OF MAILING

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 Windcrest Manor Homes Condominium Project.

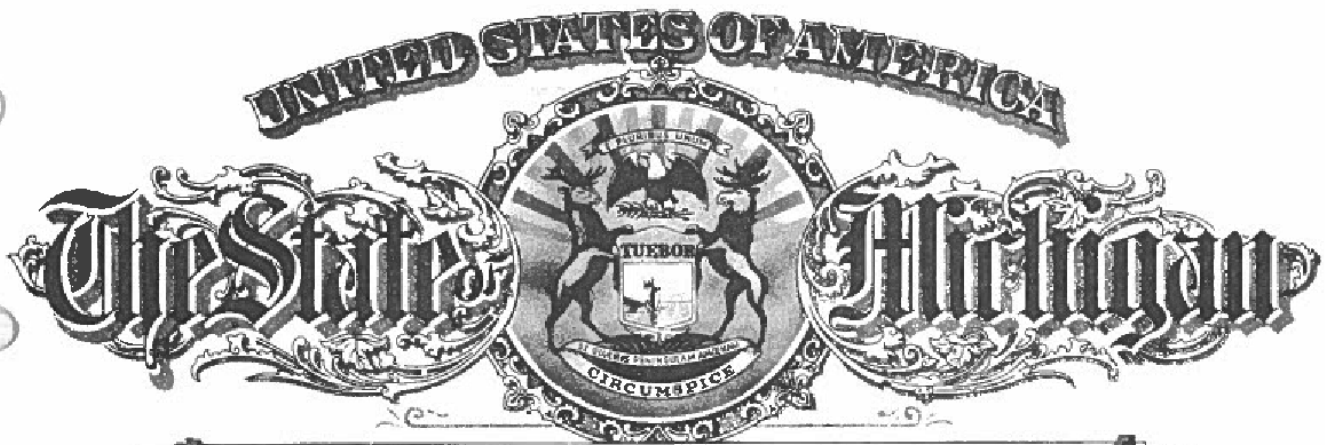
2. On November 4, 1988, notices were sent to all Co-owners and mortgagees of record in the Windcrest Manor Homes Condominium Project as required by Section 90(5), pursuant to a list of owners and mortgages supplied by the developer of the project. Such notices were sent by first class mail, postage prepaid.

Further deponent saith not.

Handwritten signature of Joan R. Niven over a horizontal line, with the printed name 'Joan R. Niven' below it.

Subscribed and sworn to before me this 7th day of November, 1988.

Handwritten signature of Virginia S. Griffin over a horizontal line, with the printed name 'Virginia S. Griffin', title 'Notary Public, Kent County, MI', and commission expiration date 'My commission expires: 6-13-89' below it.



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That Articles of Incorporation of

WINDCREST MANOR HOMES CONDOMINIUM ASSOCIATION

were duly filed in this office on the 31ST day of MARCH, 19 89,
in conformity with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 31ST day
of MARCH, 19 89.*

Doug Ross Director

MICHIGAN DEPARTMENT OF COMMERCE-CORPORATION AND SECURITIES BUREAU	
<p>FILED</p> <p>MAR 31 1989</p> <p>Administrator MICHIGAN DEPT. OF COMMERCE Corporation & Securities Bureau</p>	Date Received MAR 30 1989
CORPORATION IDENTIFICATION NUMBER	757 496

ARTICLES OF INCORPORATION

OF

WINDCREST MANOR HOMES CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a corporation not-for-profit under the provisions of Act 162 of the Public Acts of 1982 known as the Michigan Nonprofit Corporation Act (the "Act"), as follows:

ARTICLE I.

The name of the corporation is:

WINDCREST MANOR HOMES CONDOMINIUM ASSOCIATION ✓

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

To provide an entity pursuant to Act No. 59 of the Public Acts of 1978, as amended, hereinafter called the "Michigan Condominium Act," for the operation of condominium properties in Kent County, Michigan, and, in furtherance thereof:

- (a) To maintain, operate and manage the condominium buildings and improvements;
- (b) To levy and collect assessments from members to defray the costs, expenses and losses of the condominium;

12

- (c) To employ personnel and to contract for the maintenance, administration and management of the condominium, and to delegate to said persons such powers and duties as are necessary therefor;
- (d) To purchase insurance upon the common elements of the condominium and to collect and allocate the proceeds thereof;
- (e) To make and enforce reasonable rules and regulations concerning the use of the condominium property in furtherance of the Master Deed and By-laws;
- (f) To authorize and approve the execution of contracts, deeds and/or easements affecting the common elements; and
- (g) In general, to carry on any other business in connection with and incident to the foregoing purposes not forbidden, and with all the powers conferred upon non-profit corporations by the laws of the State of Michigan.

All funds and the titles to all properties acquired by the corporation and proceeds thereof shall be held in trust for the members in accordance with the provisions of the by-laws of the Association.

ARTICLE III.

The address of the registered office is:

Suite 800, 171 Monroe Avenue N.W.
Grand Rapids, Michigan 49503

The mailing address of the registered office is:

Suite 800, 171 Monroe Avenue N.W.
Grand Rapids, Michigan 49503

The name of the resident agent at the registered office is:

William K. Van't Hof

ARTICLE IV.

The corporation is organized on a non-stock membership basis.

The description and value of all assets which the corporation possesses at the time of its incorporation are: Real Property: None; Personal Property: None.

The corporation is to be financed under the following general plan: by assessment of members to defray the costs, expenses and losses of the condominium.

ARTICLE V.

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Residence or Business Address</u>
William K. Van't Hof	3160 Hall Street S.E. Grand Rapids, Michigan 49506

ARTICLE VI.

The names and addresses of the first Board of Directors are as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Edward F. Havlik	60 Monroe Center, N.W. Grand Rapids, MI 49503
Bruce C. Brown	60 Monroe Center, N.W. Grand Rapids, MI 49503
Carolyn J. Barthel	60 Monroe Center, N.W. Grand Rapids, MI 49503

ARTICLE VII.

The term of the corporation shall be perpetual.

ARTICLE VIII.

The corporation is organized on a membership basis and each Co-owner of record of a Unit in the condominium, including the Developer thereof until all such units have been sold, shall be a

member of the corporation. Such membership shall not be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to such Unit. The directors named herein shall also be members of the corporation until such time as their successors shall have been elected and qualified.

Each member of the corporation shall be entitled to one vote, the value of which and the manner of exercise of which are to be determined in accordance with the By-Laws of the corporation.

ARTICLE IX.

Any action required or permitted by the Act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the taking of corporate action without a meeting by less than unanimous consent shall be given to members who have not consented in writing.

ARTICLE X.

No contract or other transaction between this corporation and any other corporation, firm or association shall be subject to cancellation (other than as provided by Act 59, P.A. 1978, as amended) by the fact that any one or more of the directors or officers of the corporation are interested in or are directors or officers of such other corporation, firm or association, and any director or officer individually may be a party to or may be

interested in any contract or transaction of the corporation; provided, that the contract or other transaction is fair and reasonable to the corporation when it is authorized, approved or ratified and that the material facts as to such relationship or interest are disclosed or known to the board or committee at the time it authorized, approved or ratified the contract or transaction by a vote sufficient for the purpose without counting the vote of such interested director or officer, and each and every person who may become a director or officer of the corporation is hereby relieved from any liability which might otherwise exist from contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be otherwise interested as set forth herein.

ARTICLE XI.

The members of the Board shall be volunteer directors within the meaning of Act 170 of the Public Acts of 1987. A volunteer director shall not be personally liable to the corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

(a) a breach of the director's duty of loyalty to the corporation or its members;

(b) acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;

(c) a violation of Section 551(1) of the Michigan Nonprofit Corporation Act;

(d) a transaction from which the director derived an improper personal benefit;

(e) an act or omission that is grossly negligent;
or

(f) an act or omission occurring before the date on which this document is filed.

A volunteer director shall only be personally liable for monetary damages for a breach of fiduciary duty as a director to the corporation and its members to the extent set forth in this Article XI. Any repeal or modification of this Article shall not adversely affect any right or protection of any volunteer director existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

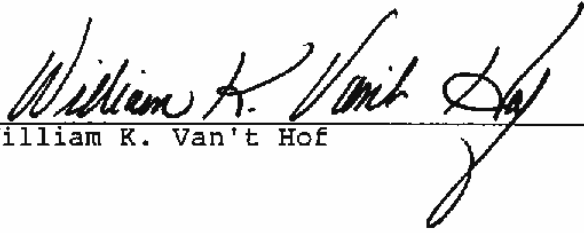
ARTICLE XII.

These Articles may be amended only by the affirmative vote of not less than two-thirds of the entire membership of the corporation; provided, that in no event shall any amendment make changes in the qualifications for membership nor the voting rights of members without the unanimous consent of the membership.

ARTICLE XIII.

In the event the existence of the corporation shall be terminated for any reason, all assets of the corporation remaining after payment of obligations imposed by applicable law shall be distributed along the members of the corporation in the same proportion to which each member's interest in the common elements of the Project bears to the total of such interests.

I, the incorporator, sign my name this 27th day of March, 1989.



William K. Van't Hof

WINDCREST MANOR HOMES CONDOMINIUM ASSOCIATION
CONDOMINIUM RULES & REGULATIONS

Annual Meeting Schedule - Rule No. 09112301.

At its November 23, 2009 meeting, the Board of Directors adopted Rule No. 09112301, which states that the Annual Meeting of the Members shall be held in November of each year, beginning with the 2010 meeting.

1. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios and porches shall not be obstructed in any way; nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, chairs, benches, or toys may be left unattended on or about the Common Elements. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 2).

2. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest, or member of his family, of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similarly dangerous weapons, projectiles or devices anywhere on or about the Condominium project. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 h).

3. No co-owner shall perform or permit any landscaping or plant any trees or shrubs or place any ornamental objects upon the Common Elements without prior written permission of the Association. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 c).

4. The Association's duly authorized agent(s) shall have access to each unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice of the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association's agent shall have access to each Unit and any limited Common Elements appurtenant thereto at all times without notice to make emergency repairs to prevent damage to Common Elements or another Unit. It shall be the responsibility of each co-owner to provide the Association's agent(s) means of access to the co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association's agent(s) may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to any Unit or any limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. (Condominium By-laws, Article V, Section 4, Paragraph 3).

5. A co-owner or renter may place and maintain outdoor furniture and decorative foliage of a customary nature and appearance on the patio/deck which is limited Common Element appurtenant to each unit. However, the Windcrest Manor Homes Condominium Association's Board of Directors

reserves the right to monitor and/or control storage and/or use of those items on the patios/decks which could create a hazard or negatively impact the appearance or aesthetics of the building(s) and overall project. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 g).

6. No antennas, wires or item(s) of any nature may be attached to the building exterior without prior written approval of the Association. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 g).

7. For the safety and security of all residents, the common entry door(s) to each building may not be left "propped" open or the locking mechanism circumvented or disabled in any manner. Residents should not admit any individual(s) into the building who are not their personal guests. Garage doors should not be left open when you are not in your garage. Strangers could enter the common area hallway via your garage, thus compromising the safety of your neighbors and the building.

8. Smoking is strictly prohibited in the common area interior spaces of the buildings.

9. Containers holding refuse and materials for recycling may not be placed outside a co-owner's garage until the scheduled day of collection. Loose trash must be enclosed in a plastic bag and securely sealed to prevent any items from spilling onto the common grounds should the container be overturned or upset. Business and/or commercial refuse shall not be brought onto the condominium property for disposal. Trash containers must be returned from street side to co-owner's garage before midnight the day of trash collection.

10. Co-owners and/or residents may not dispose of trash, litter, cigarette butts, or other types of refuse directly onto the common grounds or property of the Condominium.

11. No Co-owner shall remove carpeting within their unit and replace the same with any hard surface flooring of any kind without the prior written approval of the Association.

12. No animal, including household pets, shall be kept without the prior written consent of the Association. This consent, if given, shall be revocable at any time by the Board of Directors. If you desire to obtain a pet, contact REALICO, Inc., managing agent, at 942-7055, to inquire about the required procedures. A completed and Board approved pet permit is required for each pet.

Pets must be on a leash and attended to at all times when outside of the co-owner's condominium. **NO PET IS ALLOWED TO RUN LOOSE.** Pets may not be tied or tethered outside unattended. Pets must be walked in the natural areas and not allowed to relieve themselves on any landscaped areas, shrubbery, ornamental trees, fire hydrants, lamp posts, etc. Pet droppings must be removed immediately and disposed of in a sanitary manner. Residents are responsible for their pets and any damage caused by them. Barking, howling or other pet noises or odors that are disturbing to other residents will not be permitted. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 i).

13. Parking of motor vehicles, recreational vehicles, boats or any other conveyance on the Condominium property is subject to the Windcrest Manor Homes Condominium By-laws (Article

VII, Use and Occupancy Restrictions, Section 3 k):

A. Co-owners may allow guests to park in their limited common drive accessing their garage provided that no vehicles extend into the street and/or pose a potential traffic hazard; intrude upon or obstruct the drive and/or garage of other co-owners; in any way impede safe access to pedestrians entering the front door of the building.

B. Vehicles of co-owners which bear signage or advertising of any kind must be kept within the confines of the co-owners garage at all times while on the Condominium property.

C. Overflow parking of guest's vehicles is permitted on the side of the street next to the oval between the hours of 11 AM and 2 AM the following morning. However, the tires of such vehicles must never be on the grass or other landscaped surfaces, but must be within 12 (twelve) inches of the edge of the pavement in order to maintain safe access for fire, police and other emergency vehicle traffic. Co-owners will be responsible for any damage to Condominium property caused by their guests' vehicles.

D. Parking is strictly prohibited around the perimeter of the oval between the hours of 12 AM and noon, from November 1 of each year through April 1 of the following year, to permit access for snow removal equipment.

E. Parking of all vehicles is prohibited directly in front of any building or on the street across from the oval in order to maintain safe access for fire, police and other emergency vehicles and personnel.

F. Fire hydrants may not be obstructed at any time by parked vehicles.

14. Disturbing noises are not permitted anywhere on the Condominium property which could interfere with the right to "quiet enjoyment" of other co-owners/residents. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 c).

15. No noxious or offensive activity shall be permitted in any Condominium, garage or other Limited and Common Elements that either willfully or negligently is an annoyance, nuisance, or health hazard to other co-owners, residents or their guests. No co-owner/resident shall do or permit anything to be done on the Condominium property (Limited and Common Elements) by family, guests, contractors, or other invitees that interfere with the rights, comfort, health and well-being of other Co-owners. (Condominium By-laws, Article VII Use and Occupancy Restrictions, Section 3 c).

16. A late fee of ten dollars (\$10.00) per month cumulative shall be charged to any co-owner who shall fail to make the monthly association fee payment or other assessment due by the tenth of each month in which payment is due. In addition to a late fee, any delinquent association fee payment that exceeds one month's fee shall be charged seven percent (7%) per annum until paid in full. Also, a delinquent co-owner shall be responsible for all collection costs, including but not limited to actual attorney fees.

17. **Guest Parking. Rule No. 98113098.**

Only guests may park in any of the paved, off street, common element parking areas on a first-come, first serve basis. No vehicle may be left unmoved for a period of more than 36 hours without the prior written consent of the Board of Directors. The guest parking is for guests only and not co-owners.

18. **Association Initiation Fee. Rule No. 97072801.**

The Association Initiation Fee shall be \$50.00. This shall be a one-time, non-refundable fee that will be charged to each co-owner buying a condominium at Windcrest Manor effective September 1, 1997. This charge will cover the cost to the association in providing the new co-owners with copies of condominium documents, indoctrination material and new file set-up. It shall be the responsibility of the selling co-owner to make the purchaser aware of this charge prior to closing.

19. **Trash Toter Rule. (Rule No. 05071801).**

No co-owner may place their trash container outside any earlier than Sunday night and leave out any later than Monday night. Any co-owner violating this Rule is subject to the following penalties;

1. A Warning Letter will be issued to the co-owner advising them of the violation and, if applicable, a finite time period within which, if not corrected, would constitute second offense;
2. If the violation is not corrected or occurs again, a \$25.00 fine will be levied.
3. A continuing infraction will result in a \$50.00 fine, and if a violation occurs in the future, will result in a \$100.00 fine.
4. All fines shall be considered an additional assessment and collected as such in accordance with the Condominium By-laws.

20. **Hallway Adornments. Rule No. 04072601.**

A seasonal wreath of standard size and in good taste and condition shall be allowed to be placed on a unit's door. No other adornments, attachments shall be installed on a unit's door. Further, one standard size door mat shall be permissible. No other adornments, statue, figurines personal property, etc. shall be placed or kept in the hallway as is consistent with the Condominium By-laws.

21. **Flag Rule. Rule No. March 11, 2002**

Flags may be displayed with permission and must not exceed 11 x 14.

22. **Estate Sale Rule. Rule No. 01102201.**

Estate sales are permitted under certain conditions:

1. An estate sale permit form must be completed.
2. A fifty dollar (\$50.00) permit fee is made to Windcrest Manor Condominium Association.
3. A one hundred dollar (\$100.00) deposit is made to cover the costs of any damage to the commons during the sale.
4. A person licensed in handling estate sales is in charge.
5. The estate sale must be arranged through the management company.

23. **Open House Signage. Rule No. 01031201.**

An open house sign is permissible no more than two (2) times per week only during a four (4) hour period. Standard professional looking signage only.

PENALTIES FOR RULE VIOLATIONS

Co-owners who are in non-compliance with the Rules and Regulations or violate the Windcrest Manor Homes By-laws are subject to the following penalties:

- (a) A warning letter will be issued to the co-owner advising them of the violation and, if applicable, a finite time period within which if not corrected would constitute a second offense.
- (b) If the violation is not corrected within the prescribed time frame, a \$25.00 fine will be levied.
- (c) A continuing infraction will result in a \$50.00 fine, and if not corrected, will result in a \$100.00 fine.

All fines are cumulative. Continued violation will result in legal action to remedy the infraction(s). A co-owner shall be responsible for all costs, including but not limited to attorney fees in the event of breach of the Condominium By-laws or the Rules and Regulations.

JOINT DRIVE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on September 25th, 1995, between WINDCREST MANOR HOMES CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is c/o Realico, Inc., 2025 East Beltline, S.E., Grand Rapids, Michigan 49546 (the "Continuing Association"), and WINDCREST CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is Suite 1700, 333 Bridge Street, N.W., P.O. Box 352, Grand Rapids, Michigan 49501-0352 (the "New Association").

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Acknowledgement of Easement. The parties acknowledge and agree that United Development Real Estate Corp/Windcrest, the original Developer of Windcrest Manor Homes, reserved in Article VI of the Master Deed of Windcrest Manor Homes a non-exclusive easement over the existing roads of the Windcrest Manor Homes condominium project for ingress and egress to and from the property now being developed as Windcrest Condominiums, and that the New Association is the successor to such Developer rights and reserved easement. The property of Windcrest Manor which is burdened by the easement (the "Easement Premises") is shown on the drawing attached as Exhibit A and is described as follows:

An 80 foot wide easement for ingress-egress in part of the SE 1/4 of Section 15, T7N, R11W, Grand Rapids Township, Kent County, Michigan, the centerline being described as: Commencing at the SE corner of Section 15; thence N00°51'15"E 1437.37 feet along the East line of said Section 15; thence N89°08'45"W 50.00 feet to the West line of East Beltline Avenue (100 feet wide) and the POINT OF BEGINNING; thence continuing N89°08'45"W 110 feet to the Point of Ending.

Also, a 30 foot easement for ingress-egress in said SE 1/4 of Section 15, the centerline being described as: Commencing at the SE corner of Section 15; thence N00°51'15"E 1437.37 feet along the East line of said Section 15; thence N89°08'45"W 97.00 feet to the POINT OF BEGINNING; thence Southwesterly 97.83 feet along a 75.00 foot radius curve to the left the long chord of which bears S53°29'06"W 91.04 feet; thence S16°06'56"W 39.67 feet; thence Southwesterly 129.57 feet along a 100.00 foot radius curve to the right the long chord of which bears S53°14'06"W 120.70 feet; thence N89°38'45"W 46.00 feet; thence Southwesterly 121.26 feet along a 385.60 foot radius curve to the left the long chord of which bears S81°20'43"W 120.76 feet; thence N18°20'17"W 214.34 feet; thence Northeasterly 123.74 feet along a 65.00 foot radius curve to the right the long chord of which bears N36°11'53"E 105.88 feet; thence S89°15'58"E 135.01 feet; thence Southeasterly 219.26 feet along a 204.00 foot radius curve to the right the long chord of which bears S58°28'31"E 208.86 feet; thence S27°41'03"E 4.67 feet to the Point of Ending.

Also, an easement for ingress-egress in said SE 1/4 of Section 15, described as: Commencing at the SE corner of Section 15; thence N00°51'15"E 1447.32 feet; thence N89°08'45"W 525.13 feet to the West line of Windcrest Manor and the Westerly line of said 30 foot easement and POINT OF BEGINNING; thence N18°20'17"W 12.80 feet along the West line of Windcrest Manor; thence N40°38'14"W 31.38 feet along the West line of Windcrest Manor; thence N45°34'06"E 46.35 feet to a point on the Northwesterly line of said 30 foot wide easement; thence Southwesterly 71.29 feet along an 80 foot radius curve to the left the long chord of which bears S07°11'29"W 68.96 feet and along the Westerly line of said 30' wide easement to the Point of Beginning.

2. Dominant Tenement. The premises served by the easement described in Paragraph 1 of this Agreement (the "Dominant Tenement") is are legally described on Exhibit B attached hereto. The parties understand and agree that the Dominant Tenement described herein is to be developed as a residential condominium project known as Windcrest Condominiums and that the owners of Condominium Units in Windcrest Condominiums will be entitled to utilize the easement for ingress and egress to and from the Windcrest Condominium Project and East Beltline Avenue.

3. Easement to Run With Land. This easement shall run with the land of Windcrest Condominiums, shall be appurtenant to the Dominant Tenement, and shall bind and inure to the benefit of the parties to this Agreement, their respective heirs, successors and assigns.

4. Maintenance of Roadway. The two Associations will share equally in the expenses of maintaining the roadway improvements within the Easement Premises in a neat and clean appearance and safe condition. The equal sharing of expenses is based upon such factors as volume and nature of traffic generated by the respective parties' use of the roadway, seasonal maintenance or repair requirements, including snow removal, and any other factors which affect the condition or maintenance of the roadway.

The Continuing Association shall prepare, in advance of each calendar year, an annual budget showing a separate item for routine street maintenance and the amount to be assessed to each Association for such expenses, and shall furnish a copy to the New Association. All "major" (ie. non-routine) maintenance expenses such as resurfacing, sealing, etc., shall require a two-thirds vote of the Board of Directors of each Association for approval.

5. Maintenance of Other Improvements. The costs of maintaining the joint entry sign, the landscaped area immediately surrounding the joint entry sign and the fees for electricity consumed by the lighting system for the Easement Premises shall all be shared by the parties on the same ratios established for sharing of maintenance costs for the joint driveway. Other than as provided in this Agreement, the Continuing Association shall be solely responsible for all expenses of landscape maintenance and

any other improvements on the Easement Premises and surrounding Windcrest Manor property and the New Association shall be solely responsible for all expenses of landscape maintenance and roadway repair for the improvements adjoining the Easement Premises which are located on the property of Windcrest Condominiums.

6. Indemnity. The parties each agree to indemnify and hold the other harmless from and against any liability for personal injury or property damage arising or resulting from either party's use or maintenance of the roadway and Easement Premises.

7. Notices. Any notice permitted or required by this Agreement shall be in writing and shall be delivered in person or by first class mail to the recipient of the notice, at its address set forth in this Agreement or to such other address as either party may direct in writing delivered as provided in this paragraph.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties within respect to the operation and/or maintenance of the roadway easement. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except as expressly incorporated in this Agreement.

9. Modification. Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be binding only if made in writing and signed by the party or an authorized representative of the party against whom enforcement of any such modification or additional obligation is sought.

Witnesses:

WINDCREST MANOR HOMES CONDOMINIUM
ASSOCIATION

William A. Hegeword
Laura G. Gestr

By Janice B. Thomas

And Mike Probst

WINDCREST CONDOMINIUM ASSOCIATION

By Bruce C. Brown
Bruce C. Brown, President

And William K. Van't Hof
William K. Van't Hof, Secretary

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of September, 1995, by _____ and _____, the _____ and _____ of Windcrest Manor Homes Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Deborah J. Hegeword

Notary Public, Kent County, MI
My commission expires 03/21/96

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ___ day of September, 1995, by Bruce C. Brown and William K. Van't Hof, the President and Secretary of Windcrest Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Deborah J. Heglund
Notary Public, Kent County, MI
My commission expires 12/31/98

DRAFTED BY AND WHEN
RECORDED RETURN TO:

William K. Van't Hof
Varnum, Riddering, Schmidt & Howlett LLP
Bridgewater Place - P.O. Box 352
Grand Rapids, MI 49501-0352