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Mary Hollinrake T20040032340
Kent County MI Register SEAL

GU 21

MASTER DEED

Ledgestone

**(Act 59, Public Acts of 1978)
as amended**

I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State of Michigan against the certain parcels of land on which said are paid for by the State of Michigan of this instrument, as appears by the records of my office. This certificate does not apply to current taxes, if any now in process of collection.
Date 10/28/04

[Signature]
Deputy, Kent County Treasurer, Grand Rapids, Michigan

Kent County Condominium Subdivision Plan No. 091

- (1) Master Deed establishing Ledgestone, a Condominium Project
- (2) Exhibit A to Master Deed: Condominium Bylaws of Ledgestone
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Ledgestone
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act
- (5) Exhibit D to Master Deed: Mortgagee Consent to Master Deed

No interest in real estate being conveyed by this Master Deed, no revenue stamps are required.

PPN 41-14-15-426-052 '04

VERIFIED BY PD&M AB

From 41-14-15-426-027 '78


**DRAFTED BY AND AFTER
RECORDING RETURN TO:**

David W. Charron
Charron & Hanisch, P.L.C.
5242 Plainfield Avenue, NE
Grand Rapids, MI 49525

TAX CERTIFICATE AS REQUIRED BY
SEC. 135, ACT NO. 154 PUBLIC
ACTS OF 1895 DULY PRESENTED
MARY HOLLINRAKE, REGISTER

MASTER DEED

Ledgestone


20041028-0142891 10/28/2004
P:2 of 79 F:\$248 00 4:31PM
Mary Hollinrake T20040032340
Kent County MI Register SEAL

THIS MASTER DEED is made and executed on this 27th day of October, 2004, by Ledgestone Place Development Company, LLC, a Michigan limited liability company, whose principal office is located at 2562 Breton Creek Drive, SE, Kentwood, MI 49512 ("Developer").

RECITALS

A. The Developer is engaged in the development of a residential condominium project to be known as Ledgestone ("Project"), pursuant to development plans approved by the Township of Grand Rapids, Kent County, Michigan, on a parcel of land described in Section 2.1 of this Master Deed.

B. The Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Section 2.1, together with the improvements (and all appurtenances) located and to be located on such property, as a condominium project under the provisions of the Michigan Condominium Act, as amended ("Act");

C. Upon the recording of this Master Deed, Ledgestone shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators, and assigns.

PROVISIONS

In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I **NATURE OF PROJECT**

1.1 Project Description. The first phase of the Project consists of thirty two (32) residential condominium units ("Units"). The numbers, boundaries, dimensions, and areas of the Units are set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by reason of having its own entrance from and exit to a Common Element of the Project. This project may be expanded, by the exercise of reserved rights of the Developer to include no more than one hundred (100) condominium units.

1.2 Exclusive Right. Each Co-owner in the Project shall have a particular and exclusive property right to his or her Unit and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided interest in, and an inseparable right to share with other Co-owners, the General Common Elements of the Project as described in this Master Deed.

ARTICLE II LEGAL DESCRIPTION

2.1 The Land. The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in Grand Rapids Township, Kent County, Michigan, and legally described as follows:

Part of the Northeast One-Quarter of the Southeast One-Quarter of Section 15, Town 7 North, Range 11 West, Grand Rapids Township, Kent County, Michigan, described as follows: Commencing at the East 1/4 corner of said Section 15; thence South 00 degrees 41 minutes 00 seconds West 539.00 feet along the East line said Southeast 1/4; thence North 90°00' 00" West 50.00 feet parallel with the North line of said Southeast 1/4 to a point on the West right of way line of East Beltline (M-44); thence continuing North 90° 00' 00" West 265.00 feet; thence South 00°41' 00" West 22.00 feet; thence North 90°00'00" West 243.69 feet to the true place of beginning; thence South 00°21'12" West 102.49 feet; thence South 48°55'19" East 145.34 feet; thence South 90°00'00" West 878.25 feet; thence North 00°31'00" seconds East 198.00 feet along the West line of said Northeast one-quarter of the Southeast one-quarter; thence North 90°00' 00" East 767.53 feet to the place of beginning. Parcel contains 3.62 acres.

2.2 Future Development Area. The land upon which the Project may be expanded, by one or more amendments to the Master Deed in the manner provided by Section 7.1 below is described as follows:

FUTURE EXPANSION AREA "A"

Part of the Northeast one-quarter of the Southeast one-quarter of Section 15, Town 8 North, Range 11 West, Grand Rapids Township, Kent County, Michigan, described as follows: Commencing at the East one-quarter corner of said Section 15; thence South 00°41'00" West 539.00 feet along the East line of said Southeast one-quarter; thence North 90°00'00" West 50.00 feet parallel with the North line of said Southeast one-quarter to a point on the West right of way line of East Beltline (M-44) and the true place of beginning; thence South 00°41'00" West 200.00 feet along said West right of way line; thence North 90°00'00" West 397.39 feet; thence North 48°55'19" West 145.34 feet; thence North 00°21'12" East 102.49 feet; thence South 90°00'00" East 243.69 feet; thence N 00°41'00" East 22.00 feet; thence S 90°00'00' East 265.00 feet to the place of beginning. Parcel contains 2.32 acres.

FUTURE EXPANSION AREA "B"

Part of the Northeast one-quarter of the Southeast one-quarter of Section 15, Town 7 North, Range 11 West, Grand Rapids Township, Kent County, Michigan, described as follows: commencing at the East one-quarter corner of said Section 15; thence South 00°41'00" West 539.00 feet along the East line of said Southeast one-quarter; thence North 90°00'00" West 50.00 feet parallel with the North line of said Southeast one-quarter to a point on the West right of way line of East Beltline (M-44); thence South 00°41'00" West 220.00 feet along said right of way line to the true place of beginning; thence continuing South 00°41'00" West 198.15 feet along said West right of way line; thence

North 89°58'49" West 623.09 feet; thence North 00°31'15" East 197.93 feet along the East line of Windcrest Condominiums, Kent County Subdivision Plan No. 308, Replat No. 2 as recorded in Liber 4589, Page 160 Kent County records; thence South 90°00'00" East 623.65 feet to the place of beginning. Parcel contains 2.83 acres.

2.2 Other Interests. The property submitted to condominium ownership by this Master Deed and by any future amendment to this Master Deed is subject to local zoning, building and use ordinances, to easements, restrictions and agreements of record, to the rights of the public, and of any governmental unit in any part of the property taken, used, or deeded for street or highway uses.

ARTICLE III **DEFINITIONS**

3.1 Definitions. Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Ledgestone as a condominium project. As used in such documents, unless the context otherwise requires:

- a.** "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- b.** "Arbitration Association" means the American Arbitration Association or its successor.
- c.** "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. The entity created by the Developer for this purpose is identified as Ledgestone Condominium Association, a Michigan non-profit corporation. Any action required of or permitted to the Association shall be exercisable by its Board of Directors ("Board of Directors" or "Board") unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- d.** "Association Bylaws" means the corporate bylaws of the Association.
- e.** "Common Elements," where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV of this Master Deed.
- f.** "Condominium Bylaws" means Exhibit A to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners with respect to the Project.
- g.** "Condominium Documents" means and includes this Master Deed and all of its exhibits, the Articles of Incorporation, and Bylaws of the Association, the Rules and Regulations of the Association, and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Condominium.

h. "Condominium Subdivision Plan," "Subdivision Plan" or "Plan" means Exhibit B to this Master Deed, which is the set of the site, survey, floor plans, and other drawings depicting the real property and existing and proposed improvements to be included in the Project.

i. "Condominium Unit" or "Unit" means that portion of the Project which is designed and intended for separate ownership and use by a Co-owner, as described in this Master Deed.

j. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Ledgestone as a completed Project, and shall reflect all Units added to the Project from time to time or taken from the Project and all Common Elements, and shall express a percentage of value pertinent to each Unit as finally readjusted. When recorded in the office of the Kent County Register of Deeds, the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed.

k. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of those entities who or which owns a Condominium Unit in the Project, including the vendee of any executory land contract. A land contract vendor and vendee shall be jointly and severally liable for the payment of condominium assessments to the Association and for no other purposes under the Condominium Documents. The term "Owner", wherever used, shall be synonymous with the term "Co-owner."

l. "Developer" means Ledgestone Place Development Company, LLC, a Michigan limited liability company which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

m. "Development and Sales Period," for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of the Master Deed and shall be deemed to continue for as long as the Developer continues to own or offer for sale any Unit in the Project, or for as long as the Developer owns any possible future development area which may be added to the Project without the Developer's having to obtain the consent of any Co-owner or the Association.

n. "General Common Elements" means those Common Elements of the Project described in Section 4.1 of this Master Deed which are for the use and enjoyment of all Co-owners of the Project.

o. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 of this Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified Unit or Units.

p. "Master Deed" means this document, together with the exhibits attached to it and all amendments to this document which may be adopted in the future.

q. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner's undivided interest in the Common Elements of the Project.

r. "Project" or "Condominium" means Ledgestone, a residential condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on the land, and all easements, appurtenances, and other rights belonging to Ledgestone.

s. "Township" means the Township of Grand Rapids, or its successor. When approval or other action of the Township is required by the Condominium Documents, the approval or action shall be by the governing body of the Township or by a committee, commission, or person designated by the governing body.

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

3.2 Gender and Number. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate.

ARTICLE IV COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

a. **Land.** The land (including air space) described in Section 2.1 of this Master Deed (except for any land which is part of a Condominium Unit and any portion designated in Exhibit B as a Limited Common Element). The General Common Elements also include easement interests for the benefit of the Condominium Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under and across the Units and/or Common Elements and/or areas located outside of the Project;

a. **Wiring Networks.** The electrical, telephone, cable television, and other telecommunications and service wiring networks throughout the Common Elements of the Project (including those contained within common walls, floors and ceilings) up to, but not including, the point of intersection with a Unit perimeter wall;

b. **Plantings.** The lawns, trees, shrubs, and other plantings located within the Common Elements of the Project, and any common irrigation network, if any;

c. **Gas.** The gas distribution system, if any, throughout the Common Elements of the Project (including those contained within the common walls, floors, and ceilings) up to, but not including, the point of intersection with a Unit perimeter wall;

d. **Access.** The private roadways and trails, if any, of the Project, and any sidewalks which do not lead to specific Unit(s), all traffic signs, gates, fencing, and other equipment used in association with such means of access;

- e. **Stormwater Drainage System.** The stormwater drainage system within the Project, including drainage ditches, culverts, pipes, and stormwater detention ponds or retaining basins associated with the system;
- f. **Entry Improvements.** The entry signage and other improvements, if any, located at or near the entry or entries to the Project;
- g. **Recreational Areas.** The recreational areas, if any, designated on the Condominium Subdivision Plan for common use and any equipment or structures associated with the recreational areas, including without limitation, any playground, building or structure if constructed within the project;
- h. **Water.** The underground sprinkling system, including wells, pumps and/or treatment systems, if any, and any public or private water distribution system throughout the Common Elements of the Project (including those contained within common walls, floors, and ceilings) and water meters and submeters, up to, but not including, the point of intersection with a Unit perimeter wall;
- i. **Sanitary Sewer.** Any sanitary sewer system throughout the Common Elements of the Project (including those contained within common walls, floors, and ceilings), up to, but not including, the point of intersection with a Unit perimeter wall;
- j. **Heating and Air-Conditioning.** The heating and/or air-conditioning conduits and ducts throughout the Common Elements of the Project (including those contained within common walls, floors, and ceilings) up to, but not including, the point of intersection with a Unit perimeter wall;
- k. **Building Elements.** The foundations, roofs, perimeter walls and other walls as shown on Exhibit B (excluding doors), ceilings and floors, entrances and exits of the Project;
- l. **Common Spaces.** The common attic spaces, and the portions of any garage, other building, or parking area not otherwise designated as a Unit or Limited Common Element on the Condominium Subdivision Plan;
- m. **Retaining Walls.** The concrete, block, boulder, and/or wood retaining walls, if any, in the Project;
- n. **Common Lighting.** Any system of lighting intended to illuminate the common access paths for the Project, if any, but excluding the joint sensor attached to the exterior rights on a garage and excluding any other lighting designated as a Limited Common Element;
- o. **Three- or Four-Season Porches.** The foundations or pads, perimeter walls (excluding doors), ceilings, and floors of any three- or four-season porch;
- p. **Sump Pump.** The sump pump(s) and related equipment and piping located in each building; and
- q. **Miscellaneous.** All other Common Elements of the Project which are not designated as Limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

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

4.2 Limited Common Elements. The Limited Common Elements are:

- a. **Cable and Utility Service Lines.** The pipes, ducts, wiring, cable, and conduits supplying service for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a Condominium Unit and supplying service to that Unit alone;
- b. **Decks, Patios and Porches.** Each deck, patio, front or back porch (and the interior of any enclosed three- or four-season porch, which porch shall be a Limited Common Element appurtenant to the Unit to which it is attached) and/or stoop appurtenant to a Unit or specific Units;
- c. **Driveways and Sidewalks.** The driveway leading to the garage and the sidewalk leading to the porch, which are appurtenant to the Unit(s) which they service;
- d. **Heating and Cooling Appliances.** The fireplace combustion chamber and flue, and the separate furnace, water heater, humidifier, air conditioner and/or compressor located within or adjacent to a Unit or cluster of Units and serving only that Unit or cluster of Units;
- e. **Windows and Sliders.** The doors, garage doors, garage door hardware, automatic garage opening mechanism, and the windows, sliders and/or screens located within or adjacent to any Unit perimeter wall, or to any three- or four-season porch perimeter wall;
- f. **Garage Interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings, and floors;
- g. **Interior Unit Surfaces.** The interior surfaces of perimeter walls, ceilings, and floors located within a Condominium Unit;
- h. **Courtyard or Garden Area.** Any courtyard or garden area which may be designated as Limited Common Elements in the Condominium Subdivision Plan, if any
- i. **Exterior Light Fixture.** Any light fixture affixed to a Common Element, including exterior lighting on the front of a garage and its sensor, and any lighting designated or intended to illuminate exterior Common Element areas which primarily benefit a specific Unit or Units; and
- j. **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed.

If no specific assignment of all of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales

Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

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

a. Limited Common Elements. Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to his or her Unit, except for the following (which shall be the Association's responsibility): the painting and/or staining and structural repair and replacement of the decks, patios, porches, and stoops described in subparagraph 4.2b; the structural repair and replacement of the driveways and sidewalks described in subparagraph 4.2c, and of the garage and Unit interior surfaces described in subparagraphs 4.2f and g; snow removal and sweeping of the driveways described in subparagraph 4.2c (except the two (2) feet closest to the garage, which shall be the responsibility of the Co-owner of the Unit to which the driveway is appurtenant); and snow removal, cleaning, maintenance, repair, and replacement of any designated parking areas unless otherwise provided by the Association in a written rule or regulation.

b. Unit Improvements. If any Unit Owner shall elect to construct or install any improvement to the interior of his or her Unit, or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit, which increases the costs of cleaning, decoration, maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units. This includes, without limitation, any Three or Four Season Porches which may be constructed by a party other than the Developer.

c. Foundations. The cost of repairing, maintaining and/or replacing (including waterproofing and/or radon gas proofing measures) any basement foundation wall, floor, footings or tiles, shall be borne equally between the Association and the Co-owner(s) of the unit(s) benefitted by the work. The cost of cleaning, repairing, maintaining, restoring or replacing any personal property, carpeting, flooring, walls, wall coverings, fixtures or improvements located within the lower level of the Unit and damaged by water shall be borne exclusively by the Co-owner of the Unit. Each Co-owner is encouraged to obtain insurance to protect against this risk.

d. Association Oversight. While it is intended that each Co-owner will be solely responsible for the performance and cost of the decoration, maintenance, repair, renovating, restoration, and replacement of certain of the aforementioned items, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain such areas, in particular, the outdoor Limited Common Element areas, in a proper manner and in accordance with the standards set forth by the Association. In the event a Co-owner fails, as required by this Master Deed, the Bylaws, or any Rules or Regulations promulgated by the Association, to properly and adequately decorate, repair, renovate, restore, replace, or otherwise maintain his or her Unit or any improvement or appurtenance located in the Unit or any Limited Common Element appurtenant to the Unit, the Association (and/or the Developer during the Development and Sales Period), shall have the right, but not the obligation, to undertake such obligation of the Co-owner. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association (or the Developer) in performing any

responsibilities which are required in the first instance to be borne by a Co-owner shall be specially assessed to the affected Unit(s) and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

e. Other Common Elements. The cost of cleaning, decoration, maintenance, repair, and replacement of all Common Elements other than as described above shall be the responsibility of the Association. To the extent that any governmental entity, public authority, utility company, or other service provider does not properly maintain, repair, or replace any equipment or other property located within the Project and which services the Project, the Association may do so.

f. Co-owner Neglect. Notwithstanding any provision in this Section 4.3 to the contrary, to the extent that cleaning, repair, or replacement of any Common Element is needed due to the act or neglect of a Co-owner or his or her agent, invitee or family member, such Co-owner shall be liable for such costs.

g. Appliances. Notwithstanding anything in this Master Deed to the contrary, the Co-owner of a Unit shall be exclusively responsible for all costs of repairing, maintaining and/or replacing all appliances and plumbing fixtures located within a Unit and for any injury or damages caused to the Unit, the Common Elements or the contents or occupants of a Unit caused by the leaking or bursting of any water supply or waste water discharge line or pipe leading to or from an appliance or other piece of equipment appurtenant to the Unit, including but not limited to dishwashers, refrigerators, sinks, hot water heaters, and washing machines. The cost of cleaning, repairing, maintaining, restoring or replacing any personal property, carpeting, flooring, walls, wall coverings, fixtures or improvements damaged by leaking water or waste water shall be borne exclusively by the Co-owner of the Unit and not by the Association. Each Co-owner is encouraged to obtain insurance to protect against this risk.

4.4 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance, all Co-owners, mortgagees, and other interested parties shall be deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests in, and/or to convey title to, the land and/or improvements constituting the General Common Elements, or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.5 Assignment and Reassignment. A Limited Common Element may be assigned and reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed (re)assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected

upon payment by them of all reasonable costs for the preparation and approval of the amendment. If any directly affected Co-owner objects in writing to a proposed (re)assignment of a Limited Common Element, the Limited Common Element shall not be (re)assigned.

4.6 No Separation. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit nor a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or appurtenant Common Elements.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Driesenga & Associates, Inc. Detailed plans and specifications have been filed with Township of Grand Rapids. Each Unit shall include the airspace located within Unit boundaries from the surfaces of the walls, ceilings, and subfloors, as shown on Exhibit B and delineated with heavy outlines (but not including any Common Element that may be located within that description).

5.2 Percentage of Value. The total value of the Project is one hundred (100), and the percentage of such value assigned to each of the Condominium Units of the Project shall be equal. The determination that Percentages of Value for all Units shall be equal was made after reviewing the comparative characteristics of each Unit and the allocable expenses of maintenance for each Unit and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. Except as otherwise provided in this Master Deed, such Percentages of Value shall be changed only in the manner provided by Article VIII expressed in an amendment to the Master Deed, duly executed and recorded.

5.3 Unit Modification. The number, style, size, and/or location of Units or of any Limited Common Element may be modified from time to time, in the Developer's sole discretion, by amendment effected solely by the Developer without the consent of any Co-owner, mortgagee, or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and the mortgagee of such Unit. The Developer's (and, with the prior written approval of the Developer prior to the Transitional Control Date and of the Association thereafter, a Co-owner's) enclosing a Limited Common Element deck or patio or otherwise creating a three- or four-season porch as part of a Unit shall not be deemed to be a modification which unreasonably impairs or diminishes the appearance of the Project or the view, privacy, or other significant attribute or amenity of any other Unit. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentage of Value for the Project. Unless prior written approval has been obtained from the title insurance company issuing policies to purchasers of Units, no Unit modified in accordance with this Section 5.3 shall be conveyed until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units, and other

persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendments and to have granted a power of attorney to the Developer for such purpose which is similar in nature and effect to the power of attorney described in Section 4.4 of this Master Deed.

ARTICLE VI **EASEMENTS**

6.1 Maintenance of Encroachments. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or the Developer) may from time to time be responsible or for which it may elect to assume responsibility.

6.2 Utility Easements. The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under, and across those portions of the Project designated on the Condominium Subdivision Plan as private or public roadways or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company and/or service provider engaged in supplying one or more utility services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining, and removing all and every type of line, pipe, or main with all necessary equipment and appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement, or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing, or otherwise working on any Common Element of the Project to install, repair, maintain, improve, or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.

6.3 Storm Water Management. The Developer grants and reserves for the benefit of itself, the Association, and the Co-owners of the Project, and their successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described in Section 2.1 of this Master Deed, and appurtenant to any land adjacent to the Project which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including, or any other permanent structure that may interfere with storm water drainage. The Developer (and the Association after the Development and Sales Period) shall have the right to determine if any obstruction exists and to determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair, and replacement of the

drainage system located within the Project, and all costs incurred in connection shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that if the maintenance, repair, or replacement is caused by any action or inaction of a Co-owner or the family member, guest, pet, invitee, or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association, for such costs).

6.4 Emergency Services, Mail and Delivery Access. There shall exist for the benefit of the Township, any emergency service agency, the United States Postal Service, package and document delivery services, and other persons and entities invited to a Unit by a Co-owner for a legitimate purpose, an easement over all roads in the Project and other areas, if any, designated on the Subdivision Plan for such specific use. This easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental and private services to the Condominium Project and the Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

6.5 Ingress and Egress. The Developer reserves a perpetual easement appurtenant for utility and pedestrian and vehicular ingress and egress purposes over, across, under and through those portions of the land designated on the Condominium Subdivision Plan as private roadways or utility easements, to show Units and the Project to prospective purchasers, tenants, and invitees. This easement may be used by the Developer and by the guests and invitees of the Developer.

6.6 Dedication of Roadways and Conveyance of Utilities. The Developer reserves the right and power to convey and dedicate the private roadway(s), and sidewalk(s) (if any), in the Project to the public for all public road and sidewalk purposes. Any dedication of the private roadway shall be subject to approval of the Township in accordance with the Township's procedures for granting such approval. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by the Township or the Kent County Road Commission. The Developer also reserves the right to grant specific easements for utilities over, under, and across the Project to appropriate governmental agencies and/or public utility companies and to transfer title of utilities to governmental agencies, utility companies, and/or other third parties. Private rights of the Developer, Co-owners, mortgagees, and Association in any road right-of-way or utility, conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate public road agency for public road purposes, or to the appropriate utility company or governmental agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the office of the Kent County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such dedication or conveyance, and to any amendment or amendments to effectuate the dedication or conveyance.

6.7 Right to Grant Future Easements. The Developer reserves the right, for a period of twenty-five (25) years, commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements over, under, and across the Common Elements of the Project for the benefit of all lands adjoining or proximate to the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed, and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, replace, and enlarge all utility mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer, and storm mains, and any drainage areas and retention ponds, and perpetual

non-exclusive easements to use the roadways of the Project for ingress and egress. Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person, and shall be evidenced by an appropriate written instrument recorded with the Kent County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed as may be required to effectuate the foregoing grants of easement. In the event the Developer utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities as outlined above, the Developer agrees to pay a proportionate share of the maintenance, repair, and replacement of any such utilities, sharing the cost of same with the Association, based upon the ratio of the relative use of the utilities by the Developer and the members of the Association as determined by a professional engineer chosen by the Developer and the Association (or if the parties don't appoint an engineer, by an engineer appointed by a court of competent jurisdiction). The Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 6.7.

6.8 Grant of Easements by Association.

a. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through, and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate, including, without limitation, contracts for sharing of any installation of periodic subscriber services for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services; subject, however, to the consent of the Developer so long as the Development and Sales Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by the Developer.

b. Except as may be provided to the contrary in this Master Deed, no easement created under the Condominium Documents may be modified, nor may any of the obligations with respect to the easement be varied, without the consent of each person directly benefitted by the easement.

c. Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water, and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project.

6.9 Power of Attorney. The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney-in-fact for each Co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VI.

ARTICLE VII

CONTRACTION AND CONVERSION OF PROJECT

7.1 Expansion. The Developer reserves the right to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the Project, to add to the Project, by an amendment or series of amendments to this Master Deed, all or any portion of the lands described in Section 2.2 (as the same may be amended), without the consent of any Co-owner, mortgagee, or other person. Other than as set forth in this Master Deed, no restriction or limitation on the election exists as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and assignment of limited common elements. All added land shall be dedicated exclusively to residential and appurtenant uses. The Developer reserves the right to create easements within the Project for the benefit of the Possible Future Development Area described below. At the conclusion of all such expansion (if any), a Consolidating Master Deed shall be prepared and recorded by the Developer in accordance with the provisions of the Act.

7.2 Contraction. The Developer reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed for the Project, to contract the Project by withdrawal of all or any portion of the lands described from time to time in Section 2.1 by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee, or other person, provided that no Unit which has been sold or which is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser, and/or mortgagee of such Unit. Other than as provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Addition After Contraction. The Developer reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording of this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

7.4 Conversion. The Developer reserves the right, to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the Project, to convert any General Common Element, unsold Limited Common Element or unsold Condominium Unit into one or more additional Condominium Units and/or into General Common Elements, and/or Limited Common Element(s) appurtenant to one or more Units, by an amendment or series of amendments to this Master Deed, without the consent of any Co-owner, mortgagee, or other person. The Developer reserves the right, on behalf of the Association, after the Development and Sales Period, to convert General Common Elements into Limited Common Elements(s). All exercises of the conversion rights described in this Section 7.4 shall be reflected by an appropriate amendment(s) to the Master Deed. In connection with exercise of such reserved rights, the Developer or the Association, as the case may be, shall also have

the right with the consent of the affected Co-owner, to relocate the boundaries of a Unit and to convert any Unit or Limited Common Element area into a General Common Element.

7.5 Expansion, Contraction, Conversion Not Mandatory. There is no obligation on the part of the Developer to expand, contract, or convert the Condominium Project, nor is there any obligation to add or withdraw portions of the Project in any particular order, nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project or shown as Possible Future Development Area as a separate condominium project (or projects) or as any other form of development. There shall be no negative reciprocal easement which arises against any adjacent lands as a result of the creation or operation of this Project.

7.6 Adjustment of Percentages of Value. In connection with any amendment which alters the number or size of units in the Project, the Developer may also readjust the Percentages of Value for all Units in a manner which gives reasonable recognition to the number of Units in the Project, based upon the method of original determination of Percentages of Value.

7.7 Consent. All Co-owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the expansion, contraction and conversion rights set forth in this Article, and, subject to the limitations set forth in this Article, the proportionate reallocation of Percentages of Value of remaining Units which the Developer may determine to be necessary in conjunction with the amendment(s). All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendment(s) to the Master Deed and all other Condominium Documents as may be necessary to effectuate the rights set forth in this Article.

7.8 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to expand, contract or convert as set forth in this Article may also contain such provisions as the Developer may determine necessary or desirable, including, but not limited to, provisions: (i) to create easements burdening or benefitting any portion of the Project affected by the amendment(s); and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting any portion of the Project affected by the amendment(s), as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Project.

ARTICLE VIII **UTILITIES AND OTHER SERVICE PROVIDERS**

8.1 Designation of Common Trash Service or Utility Carrier. The Association shall have the right to designate the utility carrier(s) who shall furnish gas, electric, local telephone, cable television services and other utilities for the Condominium Project and/or to contract directly with utility providers on behalf of all Units of the Condominium. The Association shall also have the right to designate and/or contract with trash removal service(s) for the Project on behalf of all Units in the Project. Any decision made by the Board of Directors of the Association for these purposes shall be binding upon all Co-owners of the Project, and all Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have appointed the Association as their attorney in fact for these purposes.

8.2. Allocation of Cost. The Board of Directors of the Association shall include any trash removal or utility expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per unit basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors of the Association), in which case it shall be treated as a special expense which shall be specially assessed against each Unit by the Association, based upon such Units' relative utility consumption or selection of utility services. The Association may also determine a base level of utility service which shall be enjoyed by all co-owners, such as for cable television services, and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project; any level of service beyond such basic level, such as premium cable television stations, may be specially assessed the affected Units who choose the additional service.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B), or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the office of the Kent County Register of Deeds.

9.2 Post-Conveyance. If there is a Co-owner other than the Developer, the Master Deed may be amended for a proper purpose only as follows:

a. Non-Material Changes. The amendment may be made and recorded by the Developer or the Association without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee. An amendment which does not materially change the rights of a Co-owner or mortgagee (a "non-material amendment") includes, without limitation any amendment which modifies the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements.

- (1) By Developer.** A non-material amendment may be made and recorded by the Developer, without the consent of the Association, Co-owners or the mortgagees of the Project.
- (2) By Association.** Any non-material amendment made by the Association must be approved by a majority vote of the Co-owners eligible to vote on the amendment; provided, however, that the Board of Directors shall have the power, acting on behalf of the Association and without need for vote by the Co-owners, to reassign Limited Common Elements under Article IV, to adjust the Condominium Subdivision Plan to reflect the granting of easements for certain permitted purposes under Article VI, and, after the Development and Sales Period, to exercise any powers expressly reserved under Article VII.

b. Developer Changes for Specific Purposes- No Consent Needed. An amendment may be made and recorded by the Developer without the consent of the Co-owners or mortgagees:

- (1) To redefine Common Elements, to redefine any added, converted, or contracted area, to allocate the Association's expenses among the Co-owners, to reallocate or adjust Percentages of Value in connection with any amendment made pursuant to this subsection (1), and to make any other amendment specifically described and permitted to the Developer in any provision of this Master Deed;
- (2) To modify the General Common Elements in the area of unsold Units;
- (3) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction, or any similar errors in the Master Deed, or to correct errors in the boundaries or locations of improvements;
- (4) To clarify or explain the provisions of the Master Deed;
- (5) To comply with the Act, or rules promulgated under the Act, or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;
- (6) To make, define, or limit easements affecting the Condominium Project;
- (7) To record a Consolidating Master Deed or an amendment with an "as built" Subdivision Plan attached and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act;
- (8) To exercise any right which the Developer has reserved to itself in this Master Deed;
- (9) To terminate or eliminate reference to or assign any right which the Developer has reserved to itself;
- (10) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the Federal Government or the State of Michigan.

Some of the types of amendments described above, such as those described in subsections (3), (4) and (10), are presumptively non-material in nature, but even to the extent they may be deemed to be material in nature, no Co-owner or mortgagee consent is required for any amendment made by the Developer and described in this subsection b.

c. Material Amendments - Consent Needed. Except as provided below or as provided by applicable law, amendments may be made to the Master Deed, even if they will

materially alter or change the rights of Co-owners or mortgagees, but except as provided in subsection b above, any amendment which will materially alter or change the rights of Co-owners or mortgagees can be adopted only with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. Only Co-owners who are entitled to vote as of the record date for such vote shall be considered for purposes of determining the two-thirds (2/3rds) requirement of this paragraph. A mortgagee shall have one vote for each Condominium Unit in the project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit. The consent of any mortgagee which is required to effectuate an amendment shall be solicited by written ballot and mortgagees are not required to appear at any meeting of Co-owners. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval of the proposed amendment.

d. Developer Consent - Necessary. During the Development and Sales Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer.

9.3. Restrictions on Amendment. Until the Transitional Control Date, the rights of a Co-owner, including the Developer, to rent any number of Condominium Units shall be controlled by the provisions of the Condominium Documents as recorded by the Developer and shall not be changed without the Developer's approval. Any amendment to the rental provisions of the Master Deed shall not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, provided the lease is otherwise in compliance with the Condominium Documents and the Act; nor shall any such amendment affect the rental rights associated with any Condominium Unit(s) as long as the Unit(s) is/are owned or leased by the Developer. Notwithstanding any other provision of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium Project, as described in Article V of this Master Deed may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

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

a. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.

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

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

d. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Consumer and Industry Services or its successor.

9.5 Costs of Amendments. The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners. Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted amendment. Co-owners and mortgagees of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

ARTICLE X
ASSIGNMENT OF DEVELOPER RIGHTS

10.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including, without limitation, the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the Kent County Register of Deeds.

ARTICLE XI
LIMITATION OF LIABILITY

11.1 Limitation. The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

LEDGESTONE

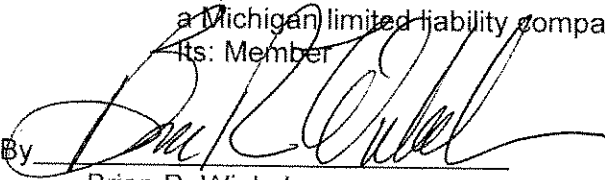
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Mary Hollinrake T20040032340
Kent County MI Register SEAL

The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

LEDGESTONE PLACE DEVELOPMENT COMPANY, LLC,
a Michigan limited liability company

By: **BRW, LLC,**
a Michigan limited liability company
Its: Member

By: Rampart Properties, LLC
a Michigan limited liability company
Its: Member

By 

Brian R. Winkelmann
Its: Member

STATE OF MICHIGAN)
COUNTY OF KENT) ss.
)

The foregoing instrument was acknowledged before me this 26th day of October, 2004, by Brian R. Winkelmann, Member, Rampart Properties, LLC, a Michigan limited liability company and member of BRW, LLC, a Michigan limited liability company, member, Ledgestone Place Development Company, LLC, a Michigan liability company, for the company.



Notary Public, Kent County, MI
My Commission Expires:

KATHLEEN L. RODEWALD
Notary Public, Kent Co., MI
My Comm. Expires Mar. 30, 2008

Acting in Kent County, MI

S:\DWC\BRW LLC\Master Deed.revised2.wpd