HUNTERS RUN NO. 4
RECEIPT OF PURCHASER INFORMATION BOOKLET AND EXPLANATION
OF SECTION 84a OF THE CONDOMINIUM ACT

Dear Potential Purchaser:

At this time, we are furnishing you with the Hunters Run No. 4 Purchaser Information Booklet which includes:

A. Disclosure Statement;
B. Recorded Master Deed, including Condominium Bylaws attached as Exhibit "A" and Condominium Subdivision Plan attached as Exhibit "B",
C. Unit Purchase Agreement;
D. Escrow Agreement;
E. Hunters Run No. 4 Condominium Association Articles of Incorporation;
F. Hunter's Run Association Articles of Incorporation, Bylaws and Declaration of General Covenants, Conditions and Restrictions, as amended; and
G. Condominium Buyer's Handbook

As provided in Section 84a of the Michigan Condominium Act, as amended, your Purchase Agreement, including all addenda, if any, (a copy of which you previously received or which is delivered herewith) cannot become binding until the elapse of nine (9) business days from today. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Project and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-Owners and the Developer. Please sign and return to us the additional copy of this Receipt to acknowledge that it and the above-described documents have been delivered to you.

Very truly yours,

By: ______________________________
Gregory P. Watts

RECEIPT OF DESCRIBED DOCUMENTS ACKNOWLEDGED BY:

______________________________ Unit No.: ____________

______________________________ Dated: ____________

(If more than one (1) purchaser, all must sign.)

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By: ______________________________
Gregory P. Watts

RECEIPT OF DESCRIBED DOCUMENTS ACKNOWLEDGED BY:

______________________________ Unit No.: __________

______________________________ Dated: __________

(If more than one (1) purchaser, all must sign.)

HUNTERS RUN NO. 4

DISCLOSURE STATEMENT

A 2-unit residential site condominium located in Comstock Township, Michigan, developed by Gregory P. Watts and Nichole K. Watts, husband and wife (collectively, the "Developer"), whose address is 5071 Gull Road, Kalamazoo, Michigan 49048.

The effective date of this Disclosure Statement is October 31, 2008.

THIS DISCLOSURE STATEMENT HAS NOT BEEN FILED WITH THE DEPARTMENT OF LABOR AND ECONOMIC GROWTH, COMMERCIAL SERVICES BUREAU, 6546 MERCANTILE WAY, LANSING, MICHIGAN 48910. THE DEPARTMENT HAS NOT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT NOR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THE PROJECT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

PREPARED BY:
John M. Novak
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

DISCLOSURE STATEMENT
HUNTERS RUN NO. 4

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. The Condominium Concept

A condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the Condominium Documents.

Each Co-Owner receives a deed to their individual condominium unit. Each Co-owner owns, in addition to their unit, an undivided interest in the common facilities ("common elements") which service the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each Co-Owner's proportionate share of the common elements is determined by the percentage of value assigned to their unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit Co-Owners. General common elements are all common elements other than limited common elements.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the Hunters Run No. 4 Purchaser Information Booklet as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult their own lawyer or professional advisor.

III. Description of the Condominium Project

A. General. Hunters Run No. 4 is a residential site condominium project located in the Township of Comstock, Kalamazoo County, Michigan. The project has a total of two (2) units

B. Master Deed. The Master Deed contains definitions of terms used in the Condominium Documents, sets forth the percentage of value assigned to each unit, generally describes the units, designates general and limited common elements and sets forth the relative responsibilities for maintaining them. The Master Deed also covers easements and sets forth the procedure for amending the Condominium Documents.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for paying the costs of operation of the condominium. The Condominium Bylaws contain restrictions upon the ownership, occupancy and use of the units and common elements of the condominium. They also contain provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

E. Declaration of Conditions, Covenants and Restrictions for Hunter's Run. All unit Co-Owners are subject to the Declarations of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development. These restrictions run for the benefit of other property located in the general geographical area and for the benefit of and to the detriment of the Condominium Co-Owners. These restrictions are recorded at the Kalamazoo County Register of Deeds Office and are included in the Purchaser's Information Booklet.

IV. The Developer.

A. Developer's Background and Experience. Gregory P. Watts and Nichole K. Watts have extensive experience in the development and construction business. The Watts, through an affiliate, Watts Construction Company, Inc., a Michigan corporation, have developed numerous residential projects, including Hunter's Place, Hunter's Run, Hunter's Run No. 2, Merrybrook, and Fleetwood, in Comstock, Michigan.

B. Legal Proceedings Involving the Condominium or the Developer. The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium or the Developer.

V. Operation and Management of the Condominium

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in Hunters Run No. 4 Condominium Association, a Michigan non-profit corporation (the "Association"). The Association consists of all the Co-Owners of the condominium.

The procedural operations of the Association are set forth in the Articles of Incorporation and Bylaws of the Association. The Association is governed by its Board of Directors which is elected by the Co-Owners at the annual meeting of members. The Directors then elect the officers for the Association. The Developer is entitled to cast votes for any unit held in their name.

B. Percentages of Value. The percentage of value assigned to each unit determines the value of each Co-Owner's vote, its proportionate share of regular and special Association assessments and the proceeds of administration of the project. The percentage of value for each unit is 50%. The total value of all of the units in the condominium, from time to time, is one hundred percent (100%).

C. Project Finances.

1. Budget. The Condominium Bylaws require the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and to include a reserve for replacement of major structural and other components of the project in the future. SINCE THERE ARE NO ANTICIPATED OPERATING EXPENSES AND DUE TO THE NATURE OF THE COMMON ELEMENTS AS DESCRIBED IN THE MASTER DEED, THE INITIAL BUDGET AND RESERVE IS ZERO. Inasmuch as the budget

must be prepared in advance, it reflects estimates of expenses made by the Developer based in part upon experience in similar projects and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included within this Disclosure Statement.

2. Assessments. Each Co-Owner must contribute to the Association in proportion to the percentage of value of the unit(s) assigned to the Co-Owner. The Developer must also contribute to the Association in accordance with the percentages of value assigned to completed units owned by it. The Developer is, of course, required to maintain, at its expense, all incomplete units owned by it. The Board of Directors may also levy special assessments in accordance with the Condominium Bylaws. AS DISCLOSED IN THE BUDGET, THERE ARE CURRENTLY NO COMMON EXPENSES AND THEREFORE NO REGULAR ASSESSMENTS ARE CURRENTLY REQUIRED.

3. Possible Additional Liability. Pursuant to Section 84a of the Condominium Act, each purchaser is advised of the possible liability of each Co-Owner under Section 58, as amended, of the Condominium Act:

> **"If the mortgagee of a first mortgage or record or the other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by such person, except for assessments that have priority over the first mortgage under Section 108 of the Condominium Act.**

D. Condominium Association Management Contracts. The Condominium Bylaws permit the Association to engage a management agent. No management agent has been selected as of the effective date of this document.

E. Insurance. The Condominium Documents require that the Association Board of Directors determine from time to time the need to carry appropriate fire and extended coverage, vandalism and malicious mischief and liability insurance, officers and directors liability insurance and workmen's compensation insurance if applicable, with respect to all of the common elements of the project. DUE TO THE NATURE AND LOCATION OF THE COMMON ELEMENTS OF THE PROJECT, THE ASSOCIATION HAS DETERMINED THAT IT WILL NOT BE OBTAINING INSURANCE COVERAGE ON THEM AT THIS TIME. AS SUCH, THERE IS CURRENTLY NO INSURANCE COMPANY OR INSURANCE AGENT THAT PROVIDES INSURANCE FOR THE CONDOMINIUM. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL RE-EVALUATE THE NEED FOR INSURANCE FROM TIME TO TIME AND THE CO-OWNERS MAY COMPEL THE ACQUISITION OF SUCH INSURANCE BY THE PROCEDURES OUTLINED IN THE BYLAWS.

F. Restrictions on Ownership, Occupancy and Use. The Condominium Bylaws set forth restrictions upon the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following are some of the more significant restrictions:

1. There are restrictions related to the conveyance or leasing of a unit;

2. There are substantial limitations upon physical changes which may be made to the Common Elements and the units in the condominium, and upon the use of Common Elements and units; and

3. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of Common Elements, without vote of Co-Owners.

None of the restrictions apply to the commercial activities or signs of the Developer and the Developer is also not subject to the restrictions upon the lease of any of the units it owns.

G. Real Estate Broker. Watts Realty, LLC shall serve as the real estate broker with regard to the initial sales of units by Developer. The agent is Gregory P. Watts whose address 5071 Gull Road, Kalamazoo, Michigan 49048 and whose telephone number is (269) 488-1530. Watts Realty, LLC has facilitated the residential transactions of Developer and Watts Construction, Inc. for several years and has represented sellers and buyers with regard to the sale of numerous homes, including many residential condominium units.

H. Improvement Contractor. Co-owners may enter construction agreements for any desired improvements to their respective Units. Developer affiliate Watts Construction, Inc. has been approved by Developer as the selected builder for the condominium and all construction work, if any, shall be performed by Watts Construction, Inc. The address of Watts Construction, Inc. is 5071 Gull Road, Kalamazoo, Michigan 49048 and the office telephone number is (269) 345-3859. Watts Construction, Inc. has been the improvement contractor for many developments and projects, including Hunter's Place, Hunter's Run, Hunter's Run No. 2, Merrybrook, and Fleetwood, in Comstock, Michigan.

I. Recreational Facilities. There are no recreational facilities related to the condominium project.

VI. Operation and Management of the Master Association.

A. Hunter's Run Association. Each Co-Owner in the condominium shall also be a member of the Hunter's Run Association ("Master Association"). The Master Association is responsible for the management and maintenance of certain common areas, which are not part of a specific development. The Articles of Incorporation and Declaration of General Covenants, Conditions and Restrictions for the Master Association are contained in the Purchaser's Information Booklet, and govern the Master Association. The Master Association is managed by a Board of Directors who are elected by the Co-Owners or property owners of the property that is governed by the Master Association.

B. Assessments. The Master Association will charge annual assessments and may levy special assessments. Each Co-Owner is responsible for paying the Master Association assessments directly. The amount of the annual assessment is recommended by the Board of Directors and must be approved at the annual meeting of the members of the Master Association. Presently, the annual assessment is Two Hundred Fifty Dollars ($250.00) per unit or lot.

C. Covenants, Conditions and Restrictions of the Master Association. All unit Co-Owners are subject to the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development which is recorded at the Kalamazoo County Register of Deeds Office, and which is included in the Purchaser's Information Booklet. The purchaser is bound by these restrictions and should carefully review them.

VII. Rights and Obligations as Between Developer and Co-Owners.

A. Before Closing. The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Both of those documents should be closely examined by all purchasers in order to ascertain the disposition of earnest money deposits advanced by purchaser at the time of closing and anticipated closing adjustments.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to the unit, subject to no liens or encumbrances other than the Condominium Documents and those other easements and restrictions as are specifically set forth in the Condominium Documents and title insurance commitment.

C. After Closing. Subsequent to the purchase of the unit, relations between the Developer and the Co-Owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

D. Escrow. The Developer shall place any deposits or funds it receives from a unit purchaser in escrow with an independent escrow agent. After the expiration of the unit purchaser's right to withdraw from the transaction, the Developer shall retain the amounts in escrow or provide other adequate security to assure completion of the uncompleted structures and improvements labeled under the terms of the Condominium Subdivision Plan as "Must be Built". The Escrow Agent will not release funds to Developer in connection with the purchase of a unit until issuance of a Certificate of Occupancy for the unit, conveyance of legal or equitable title of the unit to the purchaser and receipt by the Escrow Agent of a certificate from a licensed professional engineer or architect stating that those portions of the phase of the project in which the unit is located and which are labeled on the Condominium Subdivision Plan as "Must be Built" are substantially complete or stating the amount of work necessary for substantial completion. Such certificate shall confirm that recreational or other facilities which are labeled on the Condominium Subdivision Plan as "Must be Built", whether located within or outside of the phase of the project in which the condominium unit is located, and which are intended for common use are substantially complete or indicate the amount necessary for substantial completion thereof. Upon receipt of such certificate, Escrow Agent shall pay to Developer the sums from purchaser which were escrowed over and above the amount required to complete the "Must be Built" items mentioned above.

In the event the purchaser withdraws from the Purchase Agreement prior to the time the Purchase Agreement becomes binding, all sums paid to Escrow Agent by said purchaser shall be returned provided purchaser or Developer has timely notified Escrow Agent of the withdrawal.

VIII. Local Government, Taxes and Utility Service.

A. Local Government. The project is located in Comstock Township and the Comstock Public School District.

B. Real Property Taxes. Taxes upon the units in the condominium are assessed by the Township of Comstock, the County of Kalamazoo and the Comstock Public School District. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty percent of true cash value. Real property taxes incurred during the year in which the condominium is formed will be issued for the entire condominium and will be an expense of administration that is paid by the Association. The Association will charge the Co-Owners and Developer for the portion of the tax bill that is equal to their respective percentage of value of ownership in the condominium. In subsequent years, each Co-Owner will receive an individual tax bill attributable to their unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may either rise or fall.

C. Utilities. All utilities provided to units are individually metered. The following utility services are available to the condominium:

1. Water - City of Kalamazoo
2. Electricity - Consumers Energy
3. Telephone - Ameritech
4. Gas - Consumers Energy
5. Cable T.V. - Cablevision

IX. Warranties--None Given by Developer.

The Developer provides no warranties of any kind with regard to the condominium. Express warranties are not provided unless specifically stated. A portion of the Purchase Agreement is herein reprinted in full for your information and convenience.

ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO PURCHASER OR ANYONE ELSE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

X. Easements.

The project is subject to a number of easements. Prospective purchasers are advised to review the Master Deed, the Condominium Subdivision Plan which is attached as Exhibit B to the Master Deed, and the title insurance commitment provided to the purchaser regarding the specifics of the easements affecting the project.

XI. Conversion Information.

Pursuant to Section 84a of the Act, the following disclosure contains the information known to the Developer concerning the condition of the existing dwelling located on Unit 2 of the project as of the effective date of this Disclosure Statement:

A. **Roof - no known problems**

B. **Foundation - no known problems**

C. **Walls - no known problems**

D. **HVAC - no known problems**

E. **Electrical - no known problems**

F. **Plumbing - no known problems**

G. **Structural Components - no known problems**

The Township of Comstock has the records for any building inspections relating to the dwelling on Unit 2 since it was built. The dwelling on Unit 2 was constructed in 2007.

XII. Purpose of Disclosure Statement.

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project which it believes satisfy the requirements of the purchaser. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to the unit in the condominium project each purchaser shall be deemed to have waived any claim or right arising out of or relating to any material defect, omission or misstatement as contained within or omitted from this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Labor and Economic Growth - Commercial Services Department does not endorse the project nor pass upon the value or merit of the development nor make any recommendation with regard to the purchase of a unit and any representation to the contrary is improper. The Michigan Department of Labor and Economic Growth - Commercial Services Department publishes The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from the Condominium Buyer's Handbook.

The descriptions of the Master Deed and other instruments contained herein are summarized and may not completely and adequately express the content of the various Condominium Documents. Each purchaser is referred to in the original Master Deed and other original instruments as contained within the Purchaser Information Booklet. In accordance with the proposed rules of the Michigan Department of Labor and Economic Growth - Commercial Services Department legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Labor and Economic Growth - Commercial Services Department.

XIII. Budget and Assessments.

THERE ARE CURRENTLY NO REGULAR ASSESSMENTS IMPOSED AGAINST ANY UNIT. However, each Co-owner in the condominium may be required to pay monthly assessments for their share of the common expenses of the condominium. These amounts, if required, will be used to operate and maintain the condominium. Assessments must be paid in a timely manner, since operation of the condominium is dependent on the availability of funds. If required, assessments will be due by the first day of each month. In the event a Co-owner fails to pay their assessment in a timely manner, the Condominium Bylaws provide that the Condominium Association may impose a lien upon the delinquent Co-owner's unit, collect interest at the rate set forth therein, and impose other penalties. The Condominium Bylaws should be consulted for further details.

The amount of the assessment will be determined by the Co-owner's percentage of value in the condominium. THE CURRENT ASSESSMENT AMOUNT FOR ALL UNITS IS ZERO ($0). The anticipated budget for the first year of the condominium is attached hereto as Exhibit A. Like most expenses today, the expenses in the budget are subject to changes as a result of changing costs in the economy. The budget expenses contained herein represent the Developers best estimate of those expenses at this time. However, these expenses may increase from year to year due to cost increases, the need to repair, replace, maintain or improve the common elements.

Each Co-owner must pay other charges in connection with their ownership of a unit in the condominium. For example, each Co-owner is responsible for paying real estate taxes levied on their unit and their undivided interest in the common elements. The amount of the taxes will be determined by the assessor of the Township of Comstock. The Developer expects the assessor to base its tax on the estimated market value of the unit. The Condominium Association will pay no real estate taxes.

In addition, each Co-owner may be required to pay special assessments. Special assessments may be levied by the Board of Directors where the regular assessment proves inadequate, common elements need to be replaced or expanded, or for emergencies. The Condominium Bylaws should be examined for further details about special assessments.

There are no other fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration.

As noted above, notwithstanding the foregoing, each Co-Owner shall also pay an annual installment to the Master Association. Presently, the Master Association's annual fee is $250. The Master Association fees are subject to change.

XIV. Legal Matters.

John M. Novak, of Miller, Canfield, Paddock and Stone, P.L.C., 277 South Rose Street, Suite 5000, Kalamazoo, Michigan, 49007, served as legal counsel in connection with the preparation of this Disclosure Statement and related documents. Legal counsel has not passed upon the accuracy of the factual matters herein contained.

XV. Financial Arrangements.

The development of the condominium will be financed by N/A.

XVI. Unusual Circumstances.

The Developer is not aware of any unusual circumstances with regard to this condominium Project other than the following:

A. Every Co-Owner shall be a member of the Hunter's Run Association (the "Master Association") and the Hunters Run No. 4 Condominium Association. The Co-Owner's assessments to each Association are paid directly by the Co-Owner.

B. The road providing access to Hunters Run No. 4 is private and has not been accepted by any public body as a public road, street or thoroughfare. Maintenance of the road is performed by, and the responsibility of, the Master Association and no public body is responsible for such maintenance. The Co-Owners, as members of the Master Association, have the right to use all of the roads owned by the Master Association. In addition, the Co-Owners are entitled to the benefits of an easement that was granted by the Master Association for use of the Master Association's roadways and utility lines.

C. Unit 2 is a conversion of an existing property that contains a residential dwelling.

D. The only common elements currently established are the air space fifty feet above the surface of the land, which is a general common element, and the area fifteen feet or more below the surface of the land, which is a limited common element.

E. The Condominium is subject to, and benefited by, easements for drainage, storm water discharge and public utilities in the locations shown on the Subdivision Plan. The Condominium is also subject to a force main sanitary sewer easement in the location shown on Subdivision Plan. Currently, there are no written agreements relating to these easements, however, pipes, equipment and facilities relating to the drainage and force main sanitary sewer easements are in place in the locations shown on Subdivision Plan.

F. As of the date of recording the Master Deed, the Condominium is subject to a mortgage held by CitiMortgage, Inc. recorded in Document Number 2008-021348 of Kalamazoo County Records and a mortgage held by Keystone Community Bank recorded in Document Number 2008-014987 of Kalamazoo County Records. Developer will obtain releases of both mortgages upon the closing on the sale of Unit 2 in the Condominium.

EXHIBIT A

PROJECTED BUDGET

REVENUES

Association Fees:

Unit No. 1	$0.00 per month
Unit No. 2	$0.00 per month
TOTAL REVENUE	**$0.00 per year**

EXPENSES

Administrative Expenses		$0.00
Operating Expenses		$0.00
Maintenance Expenses		$0.00
Taxes and Insurance		$0.00
TOTAL EXPENSES	**$0.00**	
NET OPERATING INCOME		$ 0.00
LESS: Reserve Account		$ 0.00
NET INCOME		**$0.00**

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DELIVERED

NOV 05 2008

KALAMAZOO COUNTY REGISTER OF DEEDS

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Page: 1 of 46
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MILLER CANFIELD MSDE-Kalamazoo ROD

MASTER DEED

HUNTERS RUN NO. 4

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 240

(1) Master Deed establishing Hunters Run No. 4 a Condominium Project.

(2) Exhibit A to Master Deed: Condominium Bylaws of Hunters Run No. 4.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan for Hunters Run No. 4.

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

This Instrument Drafted by:

John M. Novak
Miller, Canfield, Paddock and Stone, PLC
277 S. Rose, Suite 5000
Kalamazoo, Michigan 49007

Cert 230535

2008
out of 39-07-08-205-086 + 39-07-08-205-087

2007
out of 39-07-08-205-081

MASTER DEED

Hunters Run No. 4

(Act 59, Public Acts of 1978)
as amended

This Master Deed is made and executed on this 31st day of October, 2008 by Gregory P. Watts and Nichole K. Watts, husband and wife, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (collectively, the "Developer"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

PREAMBLE

1. The Developer is engaged in the development of a site condominium to be known as Hunters Run No. 4 (the "Project"), pursuant to development plans approved by Comstock Township, Kalamazoo County, Michigan, on a parcel of land described in Article II of this Master Deed (the "Real Property"); and

2. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the Real Property, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of the Act;

3. The Developer does, upon the recording of this Master Deed, establish Hunters Run No. 4, a condominium project under the Act and does declare that the Project, after being so established, shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden on 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. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

The Project is a two (2) unit residential site condominium which may not be expanded. The Condominium Units which comprise this project, including the number, boundaries, and dimension and area thereof, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B, and each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a private road. Each Co-owner in the Project shall have a particular and exclusive property right to his Unit.

ARTICLE II

LEGAL DESCRIPTION

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

> THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE N 89°50'40"E ALONG THE NORTH LINE OF SAID SECTION 1314.35 FEET TO THE NORTHEAST CORNER OF SAID WEST 1/2; THENCE S 00°09'19"E ALONG THE EAST LINE OF SAID WEST 1/2 1650.25 FEET; THENCE N 73°51'40"W ALONG THE NORTHERLY BOUNDARY LINE OF HUNTERS CREEK CONDOMINIUM, AS RECORDED IN KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 118, 64.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 41°48'12"W ALONG SAID NORTHERLY LINE 193.08 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE 172.87 FEET ON THE ARC OF A 373.18 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 26°32'29" AND A CHORD BEARING N 34°55'34"W 171.33 FEET TO THE EASTERLY LINE OF HUNTERS RUN (PRIVATE - 66 FEET WIDE); THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.66 FEET ON THE ARC OF A 373.18 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 38°47'34" AND A CHORD BEARING N 02°15'32"W 247.87 FEET; THENCE N 17°08'15"E ALONG SAID EASTERLY LINE 53.78 FEET; THENCE S 80°00'00"E 197.26 FEET; THENCE S 00°19'15"E 250.41 FEET; THENCE S 73°51'40"E 60.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1.62 ACRES, SUBJECT TO EASEMENTS OF RECORD.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Bylaws and Rules and Regulations of Hunters Run No. 4 Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Hunters Run No. 4 as a Condominium. As used in such documents, unless the context otherwise requires, the terms set forth below shall be defined as follows:

a. “Act” or “Condominium Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

b. “Affiliate of the Developer” means any person or entity that controls, is controlled by, or is under common control with the Developer. A person is controlled by another person if the person is a general partner, officer, member, director, or employee of the person, directly or indirectly, individually or with 1 or more persons or subsidiaries owns, controls, or holds power to vote more than 20% of the person, controls in any manner the election of a majority of the directors of the person, or has contributed more than 20% of the capital of the person.

c. “Arbitration Association” means the American Arbitration Association or its successor.

d. “Association of Co-Owners” or “Association” means the Hunters Run No. 4 Condominium Association, a non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

e. “Association Bylaws” means the corporate Bylaws of the Association.

f. “Common Elements”, where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV hereof.

g. “Condominium Bylaws” means Exhibit A to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

h. “Condominium Documents” means and includes this Master Deed and all exhibits to this Master Deed recorded pursuant to the Act, and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-Owner in the Condominium.

i. “Condominium Premises” means the land described in Article II above, as the same may be amended, all improvements and structures located or to be located thereon, and all easements, appurtenances and other rights belonging to Hunters Run No. 4 as described in this Master Deed.

j. “Condominium Subdivision Plan” means Exhibit B to this Master Deed, being the site, survey and other drawings depicting the real property and improvements which form a part of this recorded instrument.

k. "Condominium Unit", "Site Unit" or "Unit" means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

l. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own a Condominium Unit in the Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

m. "Developer" means Gregory P. Watts and Nichole K. Watts, husband and wife, who has made and executed this Master Deed, its successors and assigns.

n. "Development and Sales Period," for purposes of the Condominium Documents and the rights reserved by the Developer and its successors thereunder, shall be deemed to continue for as long as the Developer continues to own any Unit in the Project.

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

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

q. "Master Deed" means this instrument, together with the exhibits attached to this Master Deed and all amendments of this Master Deed, by which the Project is submitted to condominium ownership.

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

s. "Project" or "Condominium" means Hunters Run No. 4, a condominium development established in conformity with the provisions of the Act.

t. "Residential Builder" is a person licensed as a residential builder under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412.

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

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

ARTICLE IV

COMMON ELEMENTS

A. The General Common Elements are:

1. The air space located within Unit boundaries and greater than 50 feet above the surface as shown on the Subdivision Plan attached as Exhibit B; and

2. All other Common Elements of the Project not designated in this Master Deed as Limited Common Elements, which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

B. The Limited Common Elements are:

1. The land located within Unit boundaries, from and below 15 feet from the surface thereof, as shown on the Subdivision Plan attached as Exhibit B; and

2. All other portions of the Project that are not within any Unit boundaries and are solely for the use or benefit of less than all of the Units of the Project.

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

1. The costs, if any, of maintenance, repair and replacement of the General Common Elements shall be borne by the Association with such costs assessable to the Co-owners in proportion to their respective Percentages of Value. Given the nature of the General Common Elements as of the date of recording this Master Deed, no such costs are anticipated. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to the Units, Limited Common Elements or any structures, dwellings or other improvements located therein

2. The costs of maintenance, repair and replacement of the Limited Common Elements described in Article IV.B shall be the responsibility of the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant.

3. Unit owners shall also be responsible for the maintenance, repair and replacement of all structures, improvements and landscaping erected, placed or located within the Unit and any appurtenant Limited Common Element, including any portions thereof which may extend beyond Unit boundaries, in accordance with the Condominium Bylaws.

4. While it is intended that each Co-owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the residence and all other appurtenances and improvements constructed or otherwise located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his residence or any Limited Common Element appurtenant thereto 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 Condominium Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit or any improvement or appurtenance located therein or any Limited Common Element appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period), shall have the right, but not the obligation, to undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to residences or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal and tree trimming).

Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or 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 charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

D. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of telephone, electric, gas, sewer, water, and other utility lines by laterals from the mains (if any) to any structures and fixtures located within the Units and their respective Limited Common Elements. In the event there is no public sewer and water, each Co-owner is entirely responsible for installing a septic system and well. If in the future it shall be required by a public authority or public authorities to install public sewer and/or public water mains to serve the Condominium and the Units, then the collective costs assessable to the Condominium Premises as a whole for installation of such mains shall be borne by all Co-owners in proportion to their respective Percentages of Value.

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

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as surveyed by Chettleburgh & Associates, Inc., consulting engineers and surveyors. The development plan has been filed with Comstock Township. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines and above a depth of 15 feet and extending upwards to a height of 50 feet above the surface as shown on Exhibit B. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, subject to the prior approval of the Township, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article VI below.

B. The total value of the Project is 100, and the percentage thereof assigned to each of the Condominium Units shall be equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of any assessments levied by the Association.

The percentage of value assigned to each Unit shall be determinative of the undivided interest of a Co-owner in the Common Elements and of the proportionate share of each of the respective Co-owners in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The percentage of value allocated to each Unit may be changed only with the unanimous consent of each institutional holder of a first mortgage and all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded.

C. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B to this Master Deed may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Co-Owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or purchaser and mortgagee thereof. The Developer may also, in connection with any such amendment, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this Paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments necessary to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction therewith. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI

EASEMENTS

A. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. This shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon a Unit without the consent of the Co-owner of said Unit to be burdened by the encroachment or easement. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements, if any, for which the Association (or Developer) may from time to time be responsible or which it may elect to assume, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, repair, enlargement of or tapping into public or private utility services furnished to the Project now or in the future, and for access to the Units for purposes of decoration, maintenance, repair or replacement as provided under Article IV.C of this Master Deed. Utility providers shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, maintenance, repair, enlargement of or tapping into utility services, and any costs relating thereto shall be paid by Co-owners and/or the Association and assessed to Co-owners as set forth in Section IV.D above.

B. The Association, both before or after the Transitional Control Date, shall be empowered and obligated to grant such easements under and across the Condominium Premises for utilities, access, and other lawful purposes as it determines to be reasonable and necessary, subject, however to the approval of the Developer during the Development and Sales Period.

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

1. for the unrestricted use of all roadways, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any Unit owned by it and to and from all or any portion of the land described in Article II; and

2. to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II. If Developer does so, it will create a permanent easement in favor of the Unit(s) benefited, and the Developer may amend the Master Deed to evidence such easement(s).

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

D. The Condominium Project is subject to the Hunter's Run Planned Unit Development General Covenants, Conditions and Restrictions, as amended from time to time, which covenants, conditions and restrictions have been recorded with the Kalamazoo County Register of Deeds in Liber 1272, Page 658, as amended and supplemented by the instruments recorded in Liber 1834, Page 1304, Liber 1548, Page 149 and Instrument No. 2004-032162. Each Co-Owner in the Condominium Project shall become a member of the Hunter's Run Association (the "Master Association"). The Condominium Bylaws and Disclosure Statement contain additional information regarding membership in the Master Association.

E. The road providing access to Hunters Run No. 4 is private and is owned and maintained by the Master Association. The Co-Owners of Units in the Condominium shall be members of the Master Association and shall have the right to use all of the roads owned by the Master Association. In addition, the Co-Owners are entitled to the benefits of an easement that was granted by the Master Association for use of the Master

Association's roadways and utility lines, which easement has been recorded with the Kalamazoo County Register of Deeds in Document Number ______________________.

F. The Condominium is additionally subject to, and benefited by, easements for drainage, storm water discharge and public utilities in the locations shown on Exhibit B. The Condominium is also subject to a force main sanitary sewer easement in the location shown on Exhibit B. Currently, there are no written agreements relating to these easements, however, pipes, equipment and facilities relating to the drainage and force main sanitary sewer easements are in place in the locations shown on Exhibit B.

ARTICLE VII

AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Kalamazoo County, Michigan.

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

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the dimensions of unsold condominium units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or of the State of Michigan.

2. The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and in some instances, two-thirds (2/3) of the mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project be modified without the consent of the Developer and each affected Co-owner. The provisions relating to the ability or terms under which a Unit may be rented may not be amended without the Developer's consent prior to the transitional control date. The affirmative vote of 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such votes. Rights reserved by the Developer herein shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each unit upon

which a mortgage or mortgages are held. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots as described in Section 90a of the Act. Any mortgagee ballot not returned within 90 days of mailing shall be counted as approval for the change.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer, its successors or assigns. Section 112 (1) of the Act shall control the passage of amendments affecting the rights of a co-owner and the Developer to lease units.

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

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

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

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

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

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

ARTICLE VIII

COMPLIANCE WITH TOWNSHIP ORDINANCES

Lands within the condominium are subject to the Comstock Township Zoning Ordinance which contains restrictions in addition to those found in the Master Deed and Bylaws.

ARTICLE IX

MORTGAGEE VOTES

To the extent that the Act or these Condominium Documents require a vote of mortgagees of Units on an amendment to the Condominium Documents, the procedures and provisions contained in Section 90a of the Act control. Only those mortgagees who hold a first recorded mortgage or a recorded assignment of a first mortgage against one or more units in the Project are entitled to vote on amendments to the Condominium Documents and only under the specific circumstances set forth in Section 90a of the Act.

ARTICLE X
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Sections 48 and 49 of the Act and this Article and subject to any and all ordinances and approval rights of Comstock Township. Any such changes in an affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

A. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

1. Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct any improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

2. Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

3. Relocate Boundaries. Relocate any boundaries between adjoining Units. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

4. Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative impact on the common elements and costs incurred by the Project as a result of such Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. 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 amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

B. By Co-owners. One or more Co-owners may undertake:

1. Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only

the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request; provided however, the sum of the percentages of the resulting Units shall equal the percentage of value previously assigned to the original Unit. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been approved by the local municipality and recorded in the office of the Kalamazoo County Register of Deeds. The Co-owner making such request shall be solely responsible for obtaining all municipal approvals and any other required approvals to accomplish the subdivision of the Co-owner's Unit.

2. Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (providing a total percentage of value for the resulting Unit or Units which shall be equal to the total percentages of the original Units) and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been approved by the local municipality and recorded in the office of the Kalamazoo County Register of Deeds. The Co-owners making such request shall be solely responsible for obtaining all municipal approvals and any other required approvals to accomplish the boundary relocation of the Co-owners' Units

3. Municipal and Association Approvals. By inclusion of this Article X, Developer does not represent or warrant that Comstock Township will or is required to approve the modification of any Unit whatsoever.

ARTICLE XI
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other person or entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Kalamazoo County Register of Deeds.

Signatures on following page

The Developer has duly executed this Master Deed on the day and year first above written.

By: ______________________
Gregory P. Watts

By: ______________________
Nichole K. Watts

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged Gregory P. Watts and Nichole K. Watts, husband and wife. They are personally known to me or have produced ______________________ as identification.

Sabrina Kathleen Cary, Notary Public
Kalamazoo County, Michigan
My commission expires: 2-21-2012
Acting in Kalamazoo County

KZLIB:590946.2\000000-00000

EXHIBIT A

CONDOMINIUM BYLAWS OF HUNTERS RUN NO. 4

ARTICLE I

THE CONDOMINIUM

Section 1. Organization. Hunters Run No. 4, a residential site condominium located in the Comstock Township, Kalamazoo County, Michigan (the "Condominium"), shall be administered by an association of Co-owners (the "Association") which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the affairs of the Condominium in accordance with the Master Deed, these Condominium Bylaws, the Association's Articles of Incorporation, Association Bylaws, Rules and Regulations of the Association, and all applicable local ordinances and the laws of the State of Michigan, including the Michigan Condominium Act (the "Act"). Each Co-Owner shall become a member of the Hunter's Run Association, Inc. and its rules and regulations and the Condominium shall be subject to the Hunter's Run Planned Unit Development General Covenants, Conditions and Restrictions, as amended from time to time, which covenants, conditions and restrictions have been recorded with the Kalamazoo County Register of Deeds in Liber 1272, Page 658, as amended and supplemented by the instruments recorded in Liber 1834, Page 1304, Liber 1548, Page 149 and Instrument No. 2004-032162. In the event the Association is not formed or dissolves, the Hunter's Run Association, Inc. may act in place of the Association to enforce or effectuate the provision of the Condominium Bylaws and the Master Deed.

Section 2. Compliance. All present and future Co-owners (who shall be "Members" of the Association as provided in Article II, Section 1, below; the terms "Member" and "Co-owner" are used interchangeably herein), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium Unit, shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Association's Articles of Incorporation and Bylaws, and all Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying the Unit or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

Section 3. Purpose of Condominium Bylaws. The Condominium Bylaws govern the general operation, maintenance, administration, use and occupancy of the

Condominium, and all such activities shall be performed in accordance with the provisions hereof.

Section 4. Definitions. All terms used herein shall have any special meaning attributed to such terms in the Master Deed or set forth in the Act.

ARTICLE II

MEMBERSHIP, VOTING AND QUORUM

Section 1. Membership. Each Co-owner of a Condominium Unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a Member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. Voting Rights. Except as limited in the Master Deed and in these Bylaws, the Members owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the total percentage value assigned to the Unit in Article V.B of the Master Deed, when voting by value. Voting, when required or permitted herein or elsewhere in the Condominium Documents, shall be by number, except in those instances where voting is specifically required to be by value, or both by number and by value, and no cumulation of votes shall be permitted.

Section 3. Persons Entitled to Vote. If one person owns a Unit, he shall establish his membership in the Association and his right to vote by presenting evidence of his ownership. If more than one person owns a Unit, or the Unit is leased, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from 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, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the co-owner thereof, and shall be signed and dated by all co-owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership by the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit he owns without submitting any proof of ownership.

Section 4. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written ballot or written proxy. Proxies and written ballots 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 the members at which a quorum is present, a majority shall consist of the vote of more than fifty (50%) percent in number of the Members voting whether in person, by telecommunications or by proxy, on any particular matter, except as otherwise required herein, by the Master Deed or by law.

Section 6. Quorum. The presence in person or by proxy of more than fifty (50%) percent in value of the Members qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7. Other Provisions. Other provisions as to voting by Members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 8. Co-Owners' Voting Deadlock. There will be two Co-Owners (as set forth above, each Unit designates one person to vote) of the Condominium. If, during an Association annual meeting or otherwise, a vote by the Co-Owners is deadlocked, and there are only two Co-Owner designees in the Condominium Project, then the deadlock shall be decided by mediation as set forth in Article III, Section 8 of these Condominium Bylaws.

Section 9. Failure of Co-Owners to Obtain a Majority Vote. If the Co-Owners' vote on an issue or question does not result in a majority vote because of, for example, an abstention by a Co-Owner designee and if the Co-Owner designees are unable to resolve the issue themselves, then the dispute shall be decided by mediation as set forth in Article III, Section 8.

ARTICLE III

ADMINISTRATION

Section 1. Board of Directors; Appointment and Election of Members. The business, property and affairs of the Association shall be governed by a Board of Directors consisting of two (2) persons, all of whom shall serve without compensation; provided, however, until new directors are elected at the first annual meeting of Members held pursuant to Section 1 of Article IV, the directors designated in the Articles of Incorporation of the Association, and any successors thereto appointed by the Developer, shall serve as the Board of Directors.

At the first meeting of Members and thereafter, for as long as the Developer has the right to designate any member of the Board of Directors of the Association as provided below, the election of the Board of Directors by the Co-owners shall be accomplished as follows:

(a) 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 conveyed, at least one (1) Director and not less than 25% of the Board of Directors shall be elected by the non-Developer Co-owners.

(b) 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 33-1/3% of the Board of Directors shall be elected by the non-Developer Co-owners.

(c) 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 of the Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director for 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.

(d) Notwithstanding the above, in the event that 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 the number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer shall have the right to elect the number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer; provided, however, that this paragraph may increase but shall not reduce the minimum election and designation rights otherwise established in this Article. Application of this paragraph shall not be interpreted to require a change in the size of the Board of Directors as otherwise set forth in these Bylaws, the Master Deed or the Association's Articles of Incorporation.

(e) If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under paragraphs (a) through (c) above, 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 under paragraph (d) above 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 the formula contained in this Section, the Developer shall have the right to appoint the remaining members of the Board; provided, however, that the application of this paragraph shall not eliminate the right of the Developer to designate one (1) member of the Board as provided in paragraph (c) above, or the right of non-Developer Co-owners to elect at least one (1) Director to the Board of Directors.

(f) For purposes of calculating the timing of events described in this Article, conveyance by the Developer to a Residential Builder, even though not an affiliate of the Developer, is not considered a sale to a nondeveloper co-owner until such time as the Residential Builder conveys that Unit with a completed residence on it or until it contains a completed residence which is occupied.

The terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with these Condominium Bylaws, shall be as provided by the Association Bylaws.

Section 2. Advisory Committee. The Board of Directors shall establish an Advisory Committee of non-Developer Members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3rd) of the Condominium units that may be created have been conveyed to non-Developer Owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Condominium unit to a non-Developer Co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer Members and to aid in transferring control from the Developer to non-Developer Members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer Members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors are elected by non-Developer Members. The Advisory Committee shall meet with the Board of Directors not more often than quarterly. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the power and duty:

(a) To manage and administer the affairs of and to the Condominium, all appurtenances thereto, and the Common Elements, property and easements thereof, including, without limitation, the right to construct and establish fees for the use of any improvements included within the General Common Elements;

(b) To levy and collect assessments against and from the Members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where appropriate;

(c) To carry insurance, if necessary, and to collect and allocate the proceeds thereof;

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by Members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

(g) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium Unit, General Common Elements, easements, rights-of-way, licenses or any other real or personal property, whether or not contiguous to the Condominium, to benefit the Members of the Association and to further any of the purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on Association property; provided, however, that any such action shall first be approved by the affirmative vote of more than three-fourths (3/4) of the Association Members in number and in value at a meeting of the Members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, to administer the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

(j) To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for members which is acceptable for purchase by the Federal Home Loan Mortgage

Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government, the State of Michigan, the County of Kalamazoo, Comstock Township, or any other agency or unit of government;

(k) To enforce the provisions of the Master Deed and Bylaws of the Condominium, and of the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;

(l) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act, as amended.

(m) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any of them, unless at least two-thirds (2/3) of the mortgagees (based upon one vote for each mortgage owned) and two-thirds (2/3) of the Members in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium, shall not be deemed a transfer for these purposes.

Section 4. Managing Agent. The Board of Directors may employ, at a compensation established by it, a Managing Agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 3 of this Article. Any director, the Developer, or any related person or entity, may serve as Managing Agent if so appointed. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Condominium Unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into a contract with a professional management agent, or a contract providing for services by the Developer or its affiliates, which is not terminable by the Association upon the Transitional Control Date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the Transitional Control Date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one

(1) year after the Transitional Control Date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

Section 5. Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to Association officers not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of three-fourths (3/4) of the Members.

Section 6. Actions Prior to First Meeting. Subject to the provisions of Section 3 of this Article III, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors, before the first 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 Association Members at the first or any subsequent meeting of members, so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

Section 7. Indemnification of Officers and Directors. The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

Section 8. Board of Directors Voting Deadlock. If there is a deadlock on any Board of Directors' vote, the following process to resolve the deadlock shall apply:

(i) Within ten (10) days from the date of the meeting at which the deadlocked vote occurred, the parties shall agree upon a mediator. If the parties are unable to agree upon a mediator within this ten (10) day time period, then each party shall select a mediator.

(ii) Each mediator shall be at least thirty (30) years old and have at least ten (10) years experience in the real estate field, which may include experience as a real estate broker, builder, attorney or developer, by way of example. The mediator shall not have any interest in the Condominium Project nor have any business or financial association or involvement of any kind (including as a client, business partner, or associate, etc.) with the Director (although the mediator and Director may be referral sources of business to each other).

(iii) Each party shall notify the other of its selection of its mediator within twenty (20) days from the date of the meeting at which the deadlocked vote occurred. If only one of the parties appoints a mediator within this twenty (20) day time period, then that sole mediator shall be the sole mediator to break the deadlock and shall do so within ten (10) days if reasonably practical

(iv) If two mediators are appointed, they shall jointly agree upon a resolution to the deadlock. If the mediators cannot reach an agreement on a resolution of the deadlock within ten (10) days from the date of their appointment, or such longer time if the Directors agree, then the two mediators shall choose an independent mediator to help break the deadlock. This third, independent mediator shall be chosen within twenty (20) days of the two mediators' appointment. Within ten (10) days after the third mediator is appointed, the mediators shall break all deadlocked issues, by voting on each issue, and a majority of the mediators shall decide the issues. If the two (2) mediators cannot chose a third, independent mediator within the twenty (20) day period, then they shall notify the Board of Directors, and, in that case, any Co-Owner in the Condominium shall have the right to seek a resolution of the deadlock in the Kalamazoo County Circuit Court by filing an appeal within twenty-one (21) days after the mediators' written notice of their inability to chose a third mediator.

(v) If the three mediators cannot reach an agreement on a resolution of any deadlock and issue within ten (10) days from the date of the appointment of the third mediator, then they shall notice the Board of Directors in writing, and any Co-Owner may seek a resolution of the deadlock in the Kalamazoo County Circuit Court by filing an appeal within twenty-one (21) days after the mediators' written notice of their inability to reach an agreement on the deadlocked matter.

(vi) Notwithstanding the above, either party may at any time seek a court interpretation of the Condominium Documents and resolution of deadlock, which action shall include serving a copy of the complaint on all co-owners and mortgagees of record.

Section 9. Failure of Board of Directors to Obtain a Majority Vote. In addition to the possibility of a Board of Directors' vote being deadlocked, it is also possible for a Board of Directors' vote to not be deadlocked (i.e., 50% for, and 50% against, an agenda item) but for a majority decision to not be reached. For example, and not by way of limitation, one or more of the Directors might abstain from a vote, or the Co-Owners of a Unit may be in default of the Condominium Documents and thereby the Unit shall not be entitled to vote; if the Co-Owners of a Unit are in default of the Condominium Documents, then the Unit and its designee may not participate in voting, the dispute resolution process, or other activities as discussed herein. As a consequence, there may not be a majority vote reached on a question or issue. In all such instances, the affirmative vote of one Co-owner shall be sufficient to authorize Board action.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 1. First Annual Meeting of Members. The first annual meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all Members. In no event, however, shall the first annual meeting be held later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Members of twenty-five percent (25%) of the units that may be conveyed, or 54 months from the conveyance of any Unit to a non-Developer member, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational or other appropriate purposes prior to the first annual meeting of Members, but no such meeting shall be construed as the first annual meeting of Members.

Section 2. Regular Annual Meetings of Members. Following the first annual meeting of Members, subsequent annual meetings of the Members shall be held in each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 3. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the Members upon a petition signed by one (1) of the Co-owners and presented to the Secretary of the Association, upon the direction of a majority of the Board of Directors, or as required for the election of directors under Section 1 of Article III. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least ten (10) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

ARTICLE V

OPERATION OF THE CONDOMINIUM

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession for tangible personal property of the Condominium owned or possessed in common by the Co-owners, if any, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Costs and Receipts to Be Common. All costs incurred by the Association to satisfy any liability arising within, or caused by or in connection with the Common Elements, or caused by or in connection with the administration of the Condominium, if any, shall be expenses of administration, and all sums received as proceeds of, or pursuant to, the use and/or operation of the Common Elements or any insurance policy carried by the Association securing the interests of the Members against liabilities or losses arising within, caused by or connected with, the Common Elements or the administration of the Condominium, if any, shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting the Condominium and its administration of the Condominium and which specify the operating expenses of the Condominium. Such books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred on behalf of the Association and Members. The Members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. Because no expenditures or receipts are anticipated, unless and until the nature of the Common Elements or the obligations and undertakings of the Association change such that there are expenditures and receipts, no such books shall be kept. To the extent books of account are required hereunder, the same shall be reviewed at least annually by qualified independent auditors, but such review need not be a certified audit, nor must the auditors be certified public accountants. The cost of such review, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Condominium Unit who so requests shall be given a copy of the report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. Regular Monthly Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year, as those items are defined by these Bylaws, and all other common expenses. The budget also shall allocate and assess all such common charges against all members in accordance with the percentage of value allocated to each Unit by the Master Deed, without increase or decrease for the existence of any rights to the use of

Limited Common Elements appurtenant thereto. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management 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 fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The budget shall establish an adequate reserve fund for maintenance, repair and replacement of the General and Limited Common Elements, which fund shall be financed by regular monthly payments rather than by special assessments. The Board shall advise each Member 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 Members, although failure to deliver a copy of the budget to each Member shall not affect any Member's liability for any existing or future assessments. DUE TO THE FACT THAT THERE ARE NO ANTICIPATED EXPENSES OF THE ASSOCIATION, THE CURRENT ESTIMATED REGULAR ASSESSMENT FOR THE CONDOMINIUM IS ZERO.

Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (a) to pay the operation and management costs of the Condominium, (b) to provide for the maintenance, repair or replacement of existing Common Elements, (c) to provide additions to the Common Elements not exceeding $2,000 annually, or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment or assessments, and apportion them, as it deems necessary. Members shall pay all assessments levied in accordance with this Section 4 in installments as determined by the Board of Directors. Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board of Directors from time to time, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the Common Elements at a cost exceeding $2,000.00 per year; (b) assessments to purchase a Unit upon foreclosure of a lien for assessments, as described in Section 6 of this Article; or (c) assessments for any other appropriate purpose not elsewhere herein described.

Section 6. Collection of Assessments. All assessments levied against the Co-owners to cover the expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit. Each Member, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his Unit during the time that he is the owner thereof, and no Member 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.

If any member defaults in paying the assessed common charges, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Condominium Unit may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments , together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents, shall constitute a lien upon the Unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record.

The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Member, and every other person, except for a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Each Member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

EACH MEMBER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Member of his last known address, of a written notice that an assessment, or any part thereof, levied against his Unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written default of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject Unit, and (e) the name of the Member of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kalamazoo County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative of the delinquent Member designated in Article II, Section 3, above, and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorney fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be secured by the lien on his Unit. If any Member defaults in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the Unit from the Member owning it or any persons claiming under him, and each Member hereby covenants to the appointment of such a receiver. The Association may also stop furnishing any services to a Member in default upon seven (7) days' written notice to such Member of its intent to do so. A Member in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.

If the holder of a first mortgage on a Condominium Unit obtains title to the Unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Unit which became due prior to the acquisition of title to the Unit by such person.

The Co-owner of a Unit subject to foreclosure pursuant to this Section, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that became due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108 (9) of the Act.

When a Member is in arrears to the Association for assessments, the Association may give written notice of arrearage to any person occupying his Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Member the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a Unit at any foreclosure sale hereunder. The redemption period is 6 months from the date of sale unless the property is abandoned in which event the redemption period is 1 month from the date of sale.

Section 7. Obligations of Developer for Assessments. The Developer shall be a Member of the Association with respect to each Unit owned by the Developer, but shall not be responsible for the payment of assessments.

Section 8. Maintenance and Repair Expenses. As provided in the Master Deed, the Association shall maintain and repair the General Common Elements, if any such maintenance or repair is required. The costs thereof shall be charged to all the Members as a common expense, unless necessitated by the negligence, misuse or neglect of a Member, in which case such expense shall be charged to such Member. Given the nature of the General Common Elements as of the date of the recording of the Master Deed, no such costs are anticipated. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to the Units, Limited Common Elements or any structures, dwellings or other improvements located therein.

All other maintenance and repair obligations shall, as provided in the Master Deed, be the responsibility of the individual Member. Each Member shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each member shall also use due care to avoid damaging any of the Common Elements or the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other facilities in any Unit which may affect any other Unit. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, his family, guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Member shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are herein or elsewhere in the Condominium Documents assigned to the individual Member may be assessed to and collected from the responsible Member in the manner provided for regular assessments in Article V, Section 4, hereof.

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 9. Taxes. Subsequent to the year in which the Condominium is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 131 of the Act) shall be expenses of administration and shall be paid by the Association. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the Members owning those Units shall reimburse the Association for their Unit's share of such bill within ten (10) days after they have been tendered a statement therefor.

Section 10. Documents to be Kept. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by Members, prospective purchasers and prospective mortgagees of Condominium Units.

Section 11. Reserve for Major Repairs and Replacement. The Association shall maintain a reserve fund for major repairs and replacement of Common Elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Monies in the reserve fund shall be used only for major repairs and replacement of Common Elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. DUE TO NATURE OF THE COMMON ELEMENTS AND THE FACT THAT REPAIRS OR REPLACEMENTS THEREOF ARE NOT ANTICIPATED, THE CURRENT RESERVE IS ZERO.

Section 12. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments, with interest, late charges, fines, costs and attorney fees thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and attorney fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, late charges, fines, costs and attorney fees and the lien securing the same fully enforceable against such purchaser and the Unit itself.

ARTICLE VI

INSURANCE, REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS

Section 1. Insurance. The Association, to the extent necessary and appropriate in light of the Common Elements of the Project, shall carry fire and extended coverage, vandalism, malicious mischief and liability insurance, workmen's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of General and Limited Common Elements of the Condominium and the administration of Condominium affairs. DUE TO THE LIMITED NATURE OF THE COMMON ELEMENTS OF THE CONDOMINIUM PROJECT, THE ASSOCIATION SHALL NOT CARRY INSURANCE THEREON AT THIS TIME. THE ASSOCIATION BOARD OF DIRECTORS SHALL RE-EVALUATE THE NEED FOR INSURING THE COMMON ELEMENTS FROM TIME TO TIME. Such insurance, to the extent carried at any time in the future, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and for everything related to the dwelling and other improvements located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all members shall use their best efforts to see that all property and liability insurance carried by the Association or any member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Member or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each Member hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member, and vice versa.

(b) As noted above, at this time, due to the nature of the Common Elements of the Project, the Association will not carry insurance thereon. The Board of Directors shall re-evaluate the need to insure the Common Elements from time-to-time and obtain such insurance coverages as are appropriate.

(c) Intentionally Deleted.

(d) All premiums upon insurance policies purchased by the Association pursuant to these Bylaws, if any, shall be expenses of administration, except as otherwise provided in subsection (b) above.

(e) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Except as provided in Section 3 of this Article, hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of mortgages on Units, and all members in the Condominium have given their prior written approval.

(f) All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

Section 2. Appointment of Association. Each Member, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the Common Elements appurtenant thereto. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Members and respective mortgagees, as their interest may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If a general common element is damaged, such property shall be rebuilt or repaired, unless the members and each holder of a mortgage lien on any Condominium unit shall unanimously agree to the contrary.

(b) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage, unless the members and each holder of a mortgage lien on any Condominium unit shall unanimously decide otherwise.

(c) Each member shall be responsible for the reconstruction and repair of any buildings, structures or improvements constructed, made or placed upon his Unit or any limited common element appurtenant to his Unit.

(d) Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage. Any insurance proceeds received, whether by the Association or a member, shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4, of these Bylaws. However, nothing in this Article VI, Section 3, shall require the replacement of mature trees and vegetation with equivalent trees or vegetation.

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

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all members for any taking of common elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the members in number and in value and shall thereupon be binding on all members.

(b) If all or part of a Unit or the limited common elements appurtenant to such Unit is taken, the member owning such Unit shall be solely responsible for representation of his interests in connection with such condemnation. The award for such taking shall be paid to the co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a co-owner's entire Unit is taken by eminent domain, such co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(c) If all or any portion of a common element is taken, the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(d) If the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining members based on a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owners.

(e) If any Condominium Unit, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a mortgage lien on any of the Condominium Units.

(f) If the taking of a portion of a Condominium Unit makes it impractical to build or rebuild a residential structure under the terms of these Bylaws on the partially taken Unit, then the entire undivided interest in the common elements appertaining to that Condominium Unit shall, with the consent of the member owning such Unit and any mortgagee, thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium Unit shall thenceforth be a common element. Votes in the Association of members and liability for future expenses of administration appertaining to a Condominium unit taken or partially taken (as provided in subsection (f) hereof) by eminent domain shall thenceforth appertain to the remaining Condominium Units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

(g) Except as otherwise provided under this Article VI, Section 4, any taking by eminent domain shall be governed by Section 133 of the Act.

Section 5. Construction Liens. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium Unit or upon a Limited Common Element may attach only to the Unit upon or for the benefit of which the work was performed or to which the limited common element is appurtenant.

(b) A construction lien for work authorized by the Developer, Residential Builder, or principal contractor and performed upon the Common Elements may attach only to Units owned by the Developer , Residential Builder, or principal contractor at the time of recording of the claim of lien.

(c) A construction lien for work authorized by the Association may attach to each Unit only to the proportional extent that the Co-owner owning the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer, Residential Builder, principal contractor or by the Association.

If a Member is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

Section 6. Notice to FHLMC. If any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then the Association shall give FHLMC written notice to such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium, if the loss of taking exceeds Ten Thousand Dollars ($10,000.00) in amount.

Section 7. Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units, Common Elements, or both.

ARTICLE VII

PUBLIC HEALTH REQUIREMENTS

The provisions hereinafter set forth have been required by the Michigan Department of Environmental Quality and the Kalamazoo County Health Department ("KCHD"). Permits for the installation of wells and sewage disposal systems shall be obtained from the KCHD prior to any construction on the individual building sites. Individual water supply systems will be permitted on a unit solely to provide water for domestic consumption at the residence on the unit and for irrigation purposes, swimming pools, or other nondomestic uses on the unit. It will be the responsibility of the co-owner to install and maintain the water supply system in good order and working condition and comply with all applicable governmental regulations and neither the Developer nor the association will have any responsibility with respect to same. All wells installed for private water supply must, except as set forth below, penetrate an adequate protective continuous clay overburden of at least ten feet (10') in thickness and have a total minimum depth of one hundred nine feet (109') below the ground surface and prospective building site owners are hereby advised of and agree to this requirement. When an adequate aquiclude cannot be demonstrated, additional safeguards in the form of increased distances and/or depth requirements may be required. All wells are to be grouted in accordance with the Michigan Department of Environmental Quality (Michigan Department of Public Health) water well grouting requirements. All wells shall be placed according to the site plan submitted by the Developer. Because of the elevated levels of hardness and iron that can occur in well water, co-owners may want to consider installation and utilization of water treatment devices to reduce the hardness and iron concentration.

All residential dwellings shall be served by an appropriate potable water supply system constructed in accordance with the Groundwater Quality Control provisions of the Michigan Public Health Code, Public Act 368 of 1978, as amended, and, in particular, with Part 127 thereof. All wells on individual sites shall be drilled by a well driller licensed by the State of Michigan to a depth sufficient to reach a protected aquifer and a complete well log form for each such potable water well shall be submitted to the KCHD within sixty (60) days following completion of such well. A well drilled in accordance with this provision shall be deemed to be an appropriate water supply system.

All residential dwellings shall be served by an adequate sewage disposal system. Each such sewage disposal system shall be utilized for disposition of human metabolic waste only and not for processed waste of any sort. Private septic tanks and drain fields constructed in compliance with the specifications set forth herein, the regulations of the KCHD and with applicable Michigan Department of Environmental Quality regulations may be installed and shall be deemed an adequate sewage disposal system. All toilet facilities must be located inside a residential dwelling. Each co-owner or other user of a sewage disposal system shall be limited to waste water flowage in accordance with the terms and conditions of the Sewage Disposal Regulations for Kalamazoo County, Michigan as may be amended or replaced from time to time. Garbage disposals and basement plumbing are prohibited without written permission of the KCHD. Water softeners, if installed, shall have their discharge water plumbed into a separate disposal system. Room shall be reserved next to and adjacent to the original system to provide future replacement.

Except as otherwise approved by the Developer and the KCHD, all septic systems and drainfields will be located on the unit not closer than ten (10) feet to the unit boundary line. It will be the responsibility of the co-owner to install and maintain the septic system in good order and working condition and comply with all applicable governmental regulations and neither the Developer nor the association will have any responsibility with respect to same. With the application to obtain a permit from the KCHD for a septic tank and drain field, the co-owner will submit to the KCHD a lot development plan drawn to scale which will locate the unit, private drives and right-of-ways, utilities, unit lines, building site and proposed well and septic location. As part of the application, the KCHD may require a topographical map showing existing and proposed contours. Contour intervals shall not exceed 2 feet. Application for sewage disposal permits on forms provided by the KCHD will be made for each lot prior to issuance of sewage disposal permits. Site modification in the area of the initial and replacement wastewater disposal systems (drainfields) may be required by the KCHD which would typically include soil removal and backfill with approved washed sand (2NS) or raised mound type systems. Utilities, buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the KCHD. All on-site sewage disposal systems must be installed with minimum isolation approved by the KCHD from any surface water or impounded water.

At some time subsequent to the initial development, it may become necessary to construct a community water supply and/or sewage disposal system. The construction of such public systems, or either of them, may be financed, in whole or in part, by the creation of a special assessment district or districts which may include all units in the Condominium. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser shall constitute the agreement by such Owner or purchaser, his heirs, executors, administrators and assigns, that such Owner or purchaser will execute any petition circulated for the purpose of creating such special assessment district. The Board of Directors of the Association shall be vested with full power and authority to obligate all co-owners to participate in a special assessment district or districts and to consider and act upon all other community water and sewer issues on behalf of the Association and all co-owners. Further, each Owner will pay such special assessments as may be levied against his unit by any such special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies and by the Association, acting through its Board of Directors, to connect, at his own expense, his water intake and sewage discharge facilities to such community water supply system and/or community sewage disposal system within ninety (90) days following the completion of said system or systems.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units, the use of the units and the Condominium shall be subject to the Hunter's Run Planned Unit Development General Covenants, Conditions and Restrictions, as amended from time to time, which covenants, conditions and restrictions have been recorded with the Kalamazoo County Register of Deeds in Liber 1272, Page 658, as amended and supplemented by the instruments recorded in Liber 1834, Page 1304, Liber 1548, Page 149 and Instrument No. 2004-032162.

Section 2. Enforcement. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws (including the Hunter's Run Planned Unit Development General Covenants, Conditions and Restrictions, as amended from time to time, pursuant to Section 1 of this Article VIII), the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

Section 3. Exclusive Builder. Watts Construction, Inc., an affiliate of Developer, shall be the exclusive builder for purposes of improvements to any Unit in the Condominium. All improvements or other construction work related to a Unit shall be performed by Watts Construction, Inc. pursuant to a separate construction agreement with Watts Construction, Inc.

ARTICLE IX

MORTGAGES

Section 1. Notice of Default. The Association shall, upon the written request of the holder of any mortgage covering any Unit, give written notification to such mortgage holder of any default in the performance of the obligations of the Member owning such Unit that is not cured within sixty (60) days.

Section 2. Notice of Meetings. Upon request submitted to the Association, any institutional holder of a mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

Section 3. Acquisition of Title by Mortgagee. As provided in Article V, Section 6, any first mortgagee or purchaser who obtains title to a Unit pursuant to the remedies provided in the mortgage, or a deed in lieu thereof, shall not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title by the first mortgagee or purchaser.

ARTICLE X

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by fifty (50%) percent or more in number of the Members by an instrument in writing signed by them.

Section 2. Meeting to be Held. If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3. Vote and Consent Required. These Condominium Bylaws may be amended pursuant to the provisions contained in the Master Deed.

Section 4. Effective Date. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in Kalamazoo County, Michigan.

Section 5. Costs of Amendments. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments pursuant to a decision of the Advisory Committee shall be expenses of administration.

ARTICLE XI

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In any such proceeding, the Association, or the Co-owner, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter, where reasonably necessary, upon the Limited or General Common Elements, or into any Unit, but not inside a residence, and summarily remove and abate, at the expense of the violating Member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(e) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article V of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed $25 for the second violation, $50 for the third violation or $100 for any subsequent violation.

<u>Section 2</u>. <u>Failure to Enforce</u>. Except as otherwise provided therein, the failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

<u>Section 3</u>. <u>Rights Cumulative</u>. All rights, remedies and privileges granted to the Association or any Member or Members pursuant to any terms, provisions, covenants

or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending Member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

ARTICLE XII

SEVERABILITY

If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents 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.

ARTICLE XIII

CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

(1) The Master Deed, including the Condominium Subdivision Plan;

(2) These Condominium Bylaws;

(3) The Articles of Incorporation of the Association;

(4) The Bylaws of the Association; and

(5) The Rules and Regulations of the Association.

ARTICLE XIV

CAPTIONS

The captions contained in these Condominium Bylaws are for convenient reference only, and do not add to or detract from nor in any way expand or limit the content of the Articles and Sections set forth herein.

ARTICLE XV

COMPLIANCE WITH TOWNSHIP ORDINANCES

Lands within the condominium are subject to the Comstock Township Zoning Ordinance which contains restrictions in addition to those found in the Master Deed and Bylaws.

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ATTENTION: COUNTY REGISTRAR OF

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 ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON THIS SHEET.

KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO.___

EXHIBIT B TO THE MASTER DEED OF

HUNTERS RUN NO. 4

SITE CONDOMINIUM, NE 1/4, SECTION 8, T. 2 S., R. 10 W., COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:
GREGORY P. WATTS
& NICOLE K. WATTS
5071 GULL ROAD
KALAMAZOO, MICHIGAN 49048

SURVEYOR:
CHETTLEBURGH & ASSOCIATES, INC.
1680 EAST PARIS AVENUE, SE
GRAND RAPIDS, MICHIGAN 49546

LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 2 SOUTH, RANGE 10 WEST, COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE N 89°50'40"E ALONG THE NORTH LINE OF SAID SECTION 1314.35 FEET TO THE NORTHEAST CORNER OF SAID WEST 1/2; THENCE S 00°09'19"E ALONG THE EAST LINE OF SAID WEST 1/2 1650.25 FEET; THENCE N 73°51'40"W ALONG THE NORTHERLY BOUNDARY LINE OF HUNTERS CREEK CONDOMINIUM, AS RECORDED IN KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 118, 64.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 41°48'12"W ALONG SAID NORTHERLY LINE 193.08 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE 172.87 FEET ON THE ARC OF A 373.18 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 26°32'29" AND A CHORD BEARING N 34°55'34"W 171.33 FEET TO THE EASTERLY LINE OF HUNTERS RUN (PRIVATE - 66 FEET WIDE); THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.66 FEET ON THE ARC OF A 373.18 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 38°47'34" AND A CHORD BEARING N 02°15'32"W 247.87 FEET; THENCE N 17°08'15"E ALONG SAID EASTERLY LINE 53.78 FEET; THENCE S 80°00'00"E 197.26 FEET; THENCE S 00°19'15"E 250.41 FEET; THENCE S 73°51'40"E 60.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1.62 ACRES, SUBJECT TO EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE

I, JASON M. JURAS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO._____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

October 21, 2008
DATE

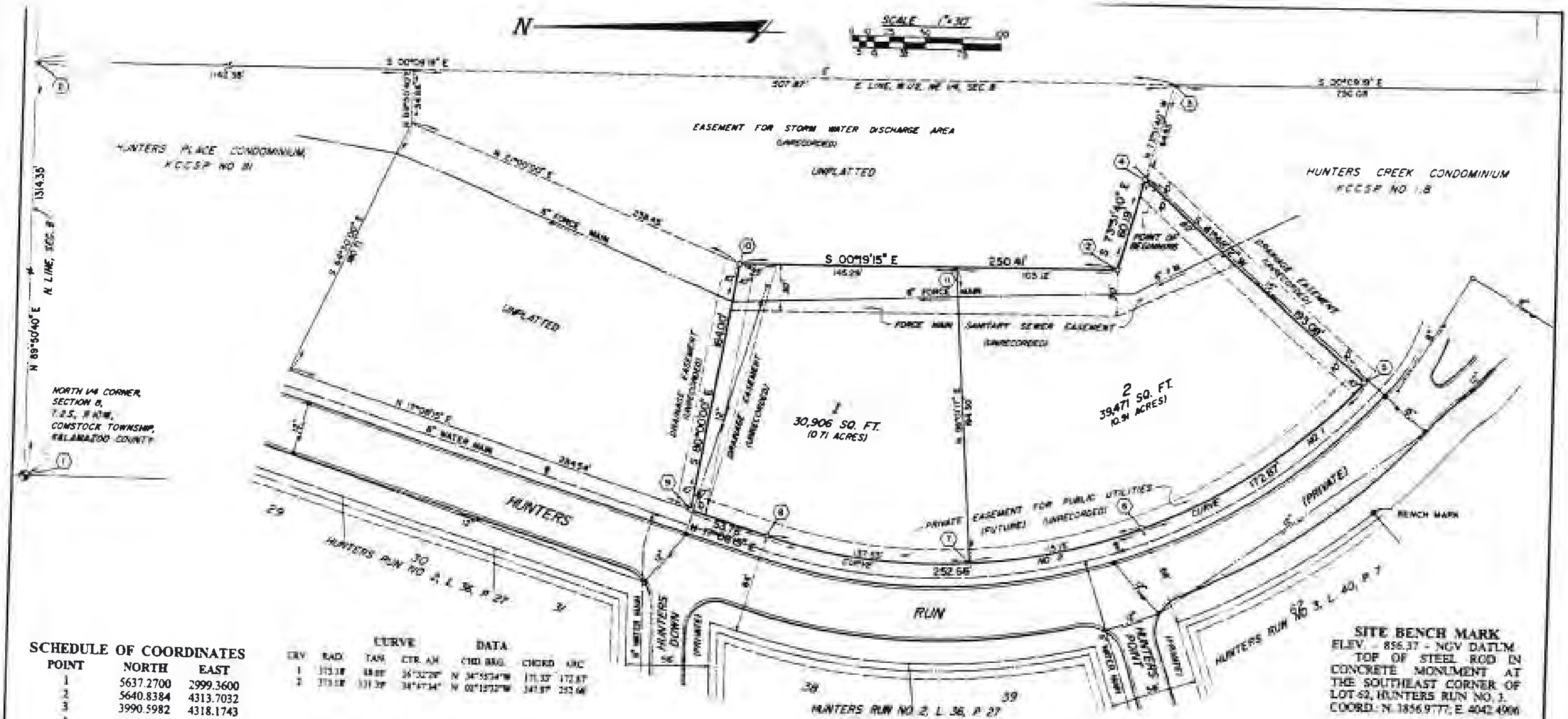
JASON M. JURAS, PRESIDENT
PROFESSIONAL SURVEYOR NO. 47958
CHETTLEBURGH & ASSOCIATES, INC.
1680 EAST PARIS AVENUE, SE
GRAND RAPIDS, MICHIGAN 49546

LOCATION MAP
NO SCALE

INDEX OF SHEETS

TITLE SHEET

SHEET 1 / 2



SITE BENCH MARK
ELEV. - 856.37 - NGV DATUM
TOP OF STEEL ROD IN CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 62, HUNTERS RUN NO. 3.
COORD.: N. 3856.9777, E. 4042.4906

SCHEDULE OF COORDINATES

POINT	NORTH	EAST
1	5637.2700	2999.3600
2	5640.8384	4313.7032
3	3990.5982	4318.1743
4	4008.6509	4255.7883
5	3864.7255	4127.0891
6	4005.1947	4029.0014
7	4117.0133	4003.5619
8	4252.8698	4019.2317
9	4304.2580	4035.0776
10	4275.7799	4196.5847
11	4130.4950	4197.3986
12	4025.3768	4197.9872

CURVE DATA

CRV	RAD.	TAN	CTR. AN	CHD. BRG.	CHORD	ARC
1	373.18'	88.89'	26°32'29"	N 34°55'34" W	171.33'	172.87'
2	373.18'	131.39'	38°47'34"	N 02°15'32" W	247.87'	252.66'

UTILITY INFORMATION

UTILITY	SOURCE OF INFORMATION
GAS MAIN	CONSUMERS ENERGY COMPANY
WATER MAIN	CITY OF KALAMAZOO
STORM SEWER	DCI ENGINEERING, P.C.
SANITARY SEWER	CITY OF KALAMAZOO
ELECTRIC CABLE	CONSUMERS ENERGY COMPANY
TELEPHONE CABLE	A.T. & T. MICHIGAN, INC.
TELEVISION CABLE	CABLEVISION OF MICHIGAN

LEGEND

- MANHOLE
- CATCH BASIN
- COORDINATE POINT
- EASEMENT LINE
- RIGHT OF WAY LINE
- UNIT DIVIDING LINE
- CONDO BOUNDARY LINE
- STORM SEWER LINE
- LIMITED COMMON ELEMENT
- HYDRANT
- WATER VALVE
- CONCRETE MONUMENT
- 2" GAS MAIN
- ELECTRIC CABLE
- TELEPHONE CABLE
- TELEVISION CABLE
- SANITARY SEWER LINE
- GENERAL COMMON ELEMENT

GENERAL NOTES

1. THE BEARING DATUM IS N 89°50'40"E ON THE N. LINE OF SEC. 8, T.2 S., R.10 W., FROM "HUNTERS RUN" PLAT, L. 33, P. 20.
2. THE COORDINATE BASIS IS ARBITRARY.
3. 5/8 INCH DIAMETER BY 18 INCH LONG STEEL BARS HAVE BEEN PLACED AT ALL UNIT CORNERS.
4. ALL IMPROVEMENTS SHOWN "HAVE BEEN BUILT".
5. THE UTILITY INFORMATION SHOWN IS FROM AVAILABLE RECORDS, AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
6. ALL UTILITIES SHOWN OR REFERENCED ON THIS SHEET "HAVE BEEN BUILT".
7. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES SHARE A COMMON TRENCH AND THUS ARE SHOWN AS ONE LINE.
8. SERVICE LINE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
   A. GAS SERVICES - 5/8"
   B. WATER SERVICES - 3/4"
9. THERE ARE NO FLOOD PLAIN LIMITS AFFECTING THIS CONDOMINIUM.

(FROM GROUND SURFACE UPWARDS 50 FEET)
LIMITS OF OWNERSHIP
UNIT NUMBER
GROUND SURFACE
LIMITED COMMON ELEMENT
(FROM 15 FEET BELOW GROUND SURFACE DOWNWARDS - NO VERTICAL DESCENDING LIMIT)

LS PREPARED OCT 01, 2008

SURVEY, SITE & UTILITY PLAN

HUNTERS RUN NO. 4
SITE CONDOMINIUM

SHEET 2 OF 2

CHETTLEBURGH & ASSOCIATES, INC.
LAND SURVEYORS

HUNTERS RUN NO. 4
PURCHASE AGREEMENT

Gregory P. Watts and Nichole K. Watts, husband and wife (collectively, "Developer"), whose address is 5071 Gull Road, Kalamazoo, Michigan 49048, hereby agrees to sell and ____ ("Purchaser"), hereby agrees to purchase, on the terms and subject to the conditions set forth in this Agreement, Unit Number _____ of Hunters Run No. 4, a site condominium located in the Township of Comstock, Kalamazoo County, Michigan ("Condominium"), together with an undivided interest as a tenant in common in the "common areas and facilities" being the common elements of the Condominium (hereafter, the "Unit").

1. DESCRIPTION OF REAL ESTATE. The site plan of the Condominium which includes the Unit has been delivered to Purchaser, who acknowledges receipt of the same. Developer reserves the right to make changes in the site plan, the Unit and the Condominium Documents as permitted by the Condominium Documents.

2. PURCHASE PRICE. The purchase price for the Unit, which Purchaser acknowledges he has examined, together with an undivided interest in the common elements appertaining thereto, shall be ____________________________ Dollars ($__________), payable in full upon execution and delivery of a Warranty Deed.

To evidence his good faith, Purchaser has deposited with the Developer the additional sum of _________________________ Dollars ($__________), which shall be held in escrow as provided in Paragraph 3 below and applied to the purchase price at closing. This amount is in addition to the __________________ Dollars ($__________) that was deposited with the Preliminary Reservation Agreement.

3. ESCROW. Developer and Purchaser hereby agree that all amounts received by Developer under this Agreement shall be deposited in an escrow account with PPR Title Agency ("Escrow Agent") in accordance with the Michigan Condominium Act, and pursuant to the terms of an Escrow Agreement between Developer and Escrow Agent, a copy of which is attached hereto and incorporated by reference herein. If Purchaser withdraws from this Agreement in accordance with Paragraph 5 below, all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser within three (3) business days in full satisfaction of all rights of Purchaser, and thereupon this Agreement, and all rights and liabilities of Purchaser and Developer hereunder, shall be terminated. After the expiration of the withdrawal period described in Paragraph 5 below, Developer is required to retain sufficient funds in escrow or other sufficient security to assure completion of only those uncompleted structures and improvements labeled in the Condominium Documents "must be built."

4. UNIT CO-OWNER'S ASSOCIATION. The Hunters Run No. 4 Condominium Association, a Michigan non-profit corporation (the "Association"), will be responsible for administering the affairs of the Condominium, for operating and maintaining the common elements of the Condominium, for enforcing the use and occupancy restrictions and any rules and regulations of the Association. Each co-owner shall be a member of the Association and

will be subject to the Bylaws and regulations thereof. A representative of the person or persons owning each unit will be entitled to one (1) vote in the affairs of the Association, the value of which shall equal the percentage allocated to the Unit owned by such co-owner in the Master Deed. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Bylaws, and Condominium Subdivision Plan of Hunters Run No. 4 and the Articles of Incorporation and Rules and Regulations, if any, of the Association (collectively referred to as the "Condominium Documents"), the contents of which are as Developer, in its sole discretion, has determined appropriate, but which are in compliance with the Michigan Condominium Act.

5. RECEIPT OF DOCUMENTS; WITHDRAWAL. On the date set forth in the Receipt which is attached hereto and incorporated by reference herein (the "Document Receipt Date"), Purchaser received from Developer:

(a) Copies of the Condominium Documents, including the recorded Master Deed with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B";

(b) A copy of this Agreement in a form which was complete and ready for signature by Purchaser together with a copy of the Escrow Agreement;

(c) A Condominium Buyers Handbook published by the Michigan Department of Consumer and Industry Services, containing in a prominent location and in boldface type, the telephone number and address designated by the Michigan Department of Consumer and Industry Services for responding to complaints;

(d) A receipt containing an explanation form pursuant to Section 84a of the Condominium Act; and

(e) A Disclosure Statement for Hunters Run No. 4.

Unless Purchaser waives the right to withdraw, Purchaser may withdraw from this Agreement without cause and without penalty if the withdrawal is made by written notice to Developer before the conveyance of title to the Unit and within nine (9) business days after the Document Receipt Date. If Purchaser does not withdraw, this Agreement shall become binding upon the expiration of nine (9) business days after the Document Receipt Date. The calculation of the nine (9) business day withdrawal period shall include the Document Receipt Date if such date is a business day. The term "business day" as used in this Agreement means a day other than a Sunday or legal holiday. After the expiration of the withdrawal period, the Developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of only those uncompleted structures and improvements labeled under the terms of the Condominium Documents, "must be built".

6. CLOSING. This sale shall be closed upon payment of the purchase price and delivery of a Warranty Deed as required by this Agreement. The closing shall be held at the offices of Escrow Agent or at such other place designated by Developer. The closing shall occur ____, but shall be extended to permit Developer to cure any matters it has the right to cure as set forth herein.

7. <u>CLOSING COSTS</u>. Purchaser shall pay for recording the deed to the Unit, mortgage costs (if any), a proportionate share of the insurance reserve contribution (if any), any other costs incurred at Purchaser's request, and other closing costs customarily paid by purchasers of comparable real estate in Kalamazoo County, Michigan.

8. <u>PROPERTY INSPECTIONS</u>. Purchaser shall have ten (10) days from the date of this Agreement to have the Unit, including all structures and improvements located thereon, inspected for any and all matters desired by Purchaser including wood destroying insects, structural integrity, condition of mechanical systems, environmental status and health and safety conditions by established inspector(s) and/or appropriately licensed individuals of Purchaser's choice. All such inspections shall be at Purchaser's expense. If such inspections reveal any evidence of unacceptable conditions (including, but not limited to, asbestos, radon, and toxic mold), Purchaser shall furnish Developer with a written statement of requested corrective action(s) along with a copy of the inspection report(s) and written estimate(s). These must be received by Developer no later than ten (10) days after the last dated acceptance of this Agreement. Developer shall respond in writing to Purchaser within five (5) days as to whether Developer will agree to pay for the requested corrective action and/or repair of the Unit in accordance with the inspection report(s) and estimate(s). If Developer does not agree to pay for repairs as requested or fails to respond, Purchaser shall have three (3) days from receipt of Developer's written refusal (if any), or from the expiration of Developer's allowed time, to terminate this Agreement by providing written notice to Developer.

9. <u>POSSESSION</u>. Developer agrees to deliver possession of the Unit at the time of closing, unless otherwise mutually agreed by Purchaser and Developer.

10. <u>TITLE INSURANCE</u>. At or prior to closing, the Developer shall provide Purchaser with a standard form commitment for issuance of a policy of title insurance by Escrow Agent showing title in Purchaser subject to (a) the standard exceptions contained in the policy and (b) all matters of record, all public laws and ordinances, all covenants, restrictions and rules and regulations of the Condominium, all easements presently existing or hereafter granted provided they do not unreasonably interfere with the use of the Unit and all service contracts affecting the Condominium presently existing or entered hereafter. Promptly after closing Developer shall cause to be issued and delivered to Purchaser an owner's policy of title insurance in the amount of the purchase price subject to the foregoing exceptions. The title policy or commitment therefore shall be conclusive evidence that a good and indefeasible title is being conveyed to Purchaser. If the owner's policy or commitment shows a defect in Developer's title such that Developer's title is no marketable, Developer shall have 120 days from date of delivery to cure said defect. If Developer fails to clear its title, then Purchaser may, as its exclusive option, terminate this Agreement.

11. <u>PRORATIONS</u>. General real estate taxes, rents, assessments, insurance, and any other items customarily prorated are to be adjusted to the date of closing using the customary method in Kalamazoo County, Michigan. General real estate taxes shall be prorated on the basis of the last ascertainable tax bill and taxes shall be deemed to cover the year in which they first become due and payable. If the last ascertainable tax bill is assessed on the entire Condominium, then the tax on the Unit shall be computed by multiplying the total tax bill by the percentage of value assigned to the Unit. In such case, Purchaser shall pay to Developer, upon receipt of a bill,

Purchaser's proportionate share of such taxes accruing after the closing, which shall be held in escrow. If Purchaser shall on the date of this contract have possession of the Unit as a tenant or as lessee under written lease, its possession shall continue on that basis and all rent payments shall be made when due until this sale is closed and at closing, Purchaser's interest as tenant or lessee shall be merged into its title as Co-Owner.

12. CANCELLATION RIGHTS OF PURCHASER. In the event that Purchaser notifies Developer in writing at any time prior to the time this Agreement becomes a binding purchase agreement as specified in Paragraph 5 above, that Purchaser wishes to withdraw from this Agreement for any reason, the amounts theretofore paid under this Agreement will be refunded in full satisfaction and termination of any rights of Purchaser and thereupon all rights and liabilities of Purchaser and Developer of any sort hereunder shall wholly cease and terminate.

13. CANCELLATION RIGHTS OF DEVELOPER. If Developer determines not to establish any portion of the Condominium or to make substantial changes in the site plan or other Condominium Documents, then Developer shall so notify Purchaser in writing. In any of such events, Developer reserves the right to return all sums received for the right to purchase the Unit to Purchaser or his successors, and thereupon, all rights of Purchaser shall cease and terminate without further liability on the part of the Developer.

14. DEFAULT. If the Purchaser shall default in any of the payments or obligations called for in this Agreement and such default shall continue for ten (10) days after written notice sent by the Developer to the Purchaser, then, forthwith at the option of the Developer all rights of Purchaser under this Agreement shall terminate. If Purchaser's rights are terminated subsequent to this Agreement becoming a binding purchase agreement as provided above, any amount paid toward the purchase price may, at the option of Developer, be retained by the Developer as liquidated damages; provided, however, that such liquidated damages shall in no event exceed twenty percent (20%) of the purchase price specified in this Agreement. In lieu of accepting such liquidated damages, Developer may pursue such other legal and equitable remedies as may be available to it, including the right (which is hereby granted) to have this Agreement specifically enforced. If Purchaser's rights terminate prior to the time this Agreement becomes binding, all sums paid by Purchaser shall be refunded and neither party shall have any further obligations.

15. ADVERTISING. For the purpose of completing the sales promotion of this condominium development, Developer, its agents, successors and assigns, are hereby given full right and authority to maintain on the Condominium (excluding the Unit) until the sale of the last condominium unit therein, such signs, banners, transient parking, sales offices and models as Developer may desire, together with the rights of ingress and egress therefrom for Developer and its agents, successors and assigns, and any of their respective licensees or invitees. Developer shall restore the facilities to habitable status upon termination of use.

16. LEAD BASED PAINT. Purchaser ☐ has ☐ has not received an EPA pamphlet "Protect Your Family From Lead In Your Home" and a completed and signed copy of the Developer's lead based paint disclosure statement # ____________________. If the above referenced documents are received by Purchaser after final execution of the this Agreement,

Purchaser shall have the right to terminate this Agreement within 72 hours of receipt of said documents if the Developer's lead paint disclosure statement reveals any condition unacceptable to Purchaser. If Purchaser fails to terminate this Agreement within said 72 hours, Purchaser's right to terminate under this provision shall be considered waived. Purchaser ☐ waives or ☐ requests lead based paint inspections to be performed per Lead-Based Paint Addendum # ________________ which is attached hereto.

17. ASSIGNABILITY. Purchaser shall not assign, set over or transfer this Agreement or any of Purchaser's rights or interest hereunder without the prior written consent of the Developer, and at Developer's option any such purported assignment shall be void and of no effect.

18. NO IMPLIED WARRANTIES. PURCHASER WARRANTS THAT NO BROKER (OTHER THAN A COMPANY RELATED TO OR AFFILIATED WITH THE DEVELOPER) WAS INSTRUMENTAL IN SUBLETTING, SHOWING OR SELLING THE UNIT. PURCHASER ACKNOWLEDGES THAT PURCHASER IS BUYING THE UNIT AND THE UNIT COVERED BY THIS AGREEMENT WITHOUT WARRANT OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, BY DEVELOPER, OR BY ANY AGENT OR BROKER OF DEVELOPER, UNLESS EXPRESSLY STATED HEREIN OR IN THE MASTER DEED OF SAID PROJECT.

19. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO PURCHASER OR ANYONE ELSE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

20. NOTICES. All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery whichever is applicable.

21. USAGE OF TERMS. The pronouns and relative words herein used shall be construed respectively to include the masculine, feminine and neuter genders and the singular and plural numbers unless the contract indicates a contrary intention.

22. BINDING AGREEMENT. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

23. PARTIAL INVALIDITY. The invalidation of any portion of this Agreement shall not affect the validity of the remainder.

24. MERGER. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement which expresses the parties' entire agreement, and no representations, warranties, or conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by an instrument in writing executed by all of the parties hereto. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the closing hereunder shall constitute full compliance by the Developer with the terms of this Agreement, that none of the terms hereof, except as otherwise herein specifically provided, shall survive settlement and the terms hereof shall be merged into and extinguished by the delivery of the deed at the time of the closing of the title.

25. MISCELLANEOUS. The laws of the State of Michigan shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The captions of this Agreement are for the convenience of the parties and shall not be considered as a material part hereof. This Agreement may be executed in counterparts, each of which, when so executed, may be considered an original.

26. ARBITRATION. AT THE EXCLUSIVE OPTION OF THE PURCHASER, ANY CLAIM WHICH MIGHT BE THE SUBJECT OF A CIVIL ACTION AGAINST THE DEVELOPER WHICH INVOLVES AN AMOUNT LESS THAN $2,500.00, AND ARISES OUT OF OR RELATES TO THE PURCHASE AGREEMENT OR THE UNIT OR PROJECT TO WHICH THIS AGREEMENT RELATES, SHALL BE SETTLED BY BINDING ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH APPLICABLE LAW AND THE CURRENTLY APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON THE AWARD RENDERED BY ARBITRATION MAYBE ENTERED IN A CIRCUIT COURT OF APPROPRIATE JURISDICTION.

27. RESTRICTIONS. PURCHASER UNDERSTANDS THAT THE CONDOMINIUM MASTER DEED CONTAINS PROVISIONS RESTRICTING USE OF THE UNIT AND PURCHASER AGREES TO BE BOUND BY SUCH PROVISIONS, AS WELL AS ALL OTHER PROVISIONS OF THE CONDOMINIUM DOCUMENTS IDENTIFIED IN THE RECEIPT AS WELL AS AMENDMENTS THERETO.

28. TIME IS OF ESSENCE. The parties agree that time shall be of the essence in this Agreement.

29. PRIVATE ROAD DISCLOSURE. The road providing access to Condominium is private and has not been accepted by any public body as a public road, street or thoroughfare. Maintenance of the road is performed by, and the responsibility of, the Hunter's Run Association (the "Master Association") and no public body is responsible for such maintenance. The Co-Owners of the Condominium, as members of the Master Association, have the right to use all of

the roads owned by the Master Association. In addition, the Co-Owners are entitled to the benefits of an easement that was granted by the Master Association for use of the Master Association's roadways and utility lines.

30. ADDENDUM. Any addendum to this Agreement shall be in writing, separately signed, attached to this Agreement, and effective upon delivery. All such addendums shall be a part of this Agreement and governed by all of the term and conditions of this Agreement. In the event there is an inconsistency between any addendum and this Agreement, the addendum shall govern.

31. ACCEPTANCE. Developer shall have until ______ p.m. on _______________, to accept or reject Purchaser's offer. If Developer fails to deliver its acceptance to Purchaser within such period, this offer shall terminate.

32. COUNTER-OFFER. The terms and conditions of this Agreement are accepted in accordance with Counter-Offer No. _________, which is attached hereto. This Agreement and the Counter-Offer shall be deemed accepted upon delivery of Purchaser's acceptance of the Counter Offer to Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _______________, 200___.

DEVELOPER: By: ______________________________
Gregory P. Watts
By: ______________________________
Nichole K. Watts

Address: 5071 Gull Road
Kalamazoo, Michigan 49048

PURCHASER: ______________________________

____

Address: ______________________________
____
____

KZLIB:591267.2\000000-00000

ESCROW AGREEMENT

THIS AGREEMENT is made this 31st day of October, 2008, by and between GREGORY P. WATTS and NICHOLE K. WATTS, husband and wife, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (collectively, the "Developer") and PPR TITLE AGENCY, whose address is 6312 Stadium Drive, Kalamazoo, Michigan 49009 (the "Escrow Agent").

RECITALS:

WHEREAS, the Developer is establishing a residential development known as the Hunters Run No. 4 in the Township of Comstock, Kalamazoo County, Michigan, as a Condominium Project under the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act"); and

WHEREAS, the Developer intends to sell Units in Hunters Run No. 4 (the "Project"), and is entering into "Purchase Agreements" and/or "Preliminary Reservation Agreements" with purchasers for such Units in substantially the form attached, and each such Agreement requires that all deposits made by prospective purchasers be held by an Escrow Agent under an Escrow Agreement; and

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of the Developer and for the benefit of each purchaser (hereinafter called the "Purchaser") who makes a deposit under a Purchase Agreement or Preliminary Reservation Agreement.

NOW, THEREFORE, it is agreed as follows:

1. The Developer shall, promptly after receipt, transmit to the Escrow Agent all sums deposited with it under a Purchase Agreement or Preliminary Reservation Agreement, together with a fully executed copy of such Agreement.

2. The sums paid to the Escrow Agent under the terms of any Preliminary Reservation Agreement shall be held and released upon the following conditions:

   A. If either the Developer or the Purchaser gives written notification to the Escrow Agent at any time prior to the execution of a Purchase Agreement by the Purchaser of his intent to withdraw from a Preliminary Reservation Agreement, the Escrow Agent shall immediately return the amount held in escrow to the Purchaser. Upon the return of said deposit, the Preliminary Reservation Agreement shall terminate, and all liability of the Escrow Agent hereunder with respect thereto shall be discharged.

B. If the Developer and the Purchaser enter into a Purchase Agreement superseding a Preliminary Reservation Agreement and direct the Escrow Agent to continue to hold the deposit in escrow in accordance with its terms, and if they provide the Escrow Agent with a copy of the Purchase Agreement, then the Escrow Agent shall continue to hold said deposit in accordance with the terms of this Escrow Agreement that pertain to Purchase Agreements.

3. The sums paid to the Escrow Agent under the terms of any Purchase Agreement shall be held and released to the Developer or to the Purchaser upon the following conditions:

A. Except as provided in Paragraph 3F hereof, amounts required to be retained in escrow in connection with the purchase of a Unit shall be released to the Developer pursuant to Paragraph 5 only upon all of the following:

(i) Issuance of a certificate of occupancy for the Unit, if required by local ordinance.

(ii) Conveyance of legal or equitable title to the Unit to the Purchaser.

(iii) Receipt by the Escrow Agent of a Certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Condominium Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion.

(iv) Receipt by the Escrow Agent of a Certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the Condominium Subdivision Plan are labeled "must be built", whether located within or outside of the phase of the Project in which the Condominium Unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion.

B. In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by such Purchase Agreement and/or in fulfilling any other obligations imposed by the Purchase Agreement for a period of 10 days after written notice by the Developer to the Purchaser, the Escrow Agent shall release sums held pursuant to said Purchase Agreement to the Developer in accordance with the terms of said Purchase Agreement.

C. In the event that the Purchaser fails to obtain a mortgage as provided in the Purchase Agreement, the Escrow Agent shall release all sums held by it under the Agreement to the Purchaser.

D. The Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held under this Agreement. In the event that interest is requested to be earned upon such sums, however, such interest shall be separately accounted for by the Escrow Agent and shall be held in escrow and paid to the Developer upon termination of this Escrow Agreement; provided, that if this Agreement terminates pursuant to Paragraph 3C, then such interest, if any, shall be paid to the Purchaser.

E. In the event that the Purchaser withdraws from a Purchase Agreement prior to the time that the Purchase Agreement becomes binding under its provision, the Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to the Purchaser all of the Purchaser's deposits held under the Agreement.

F. If the Developer requests that all or any part of the escrowed funds held under this Agreement be delivered to it prior to the time it otherwise becomes entitled to receive them, the Escrow Agent may release all such sums to the Developer if the Developer has placed with the Escrow Agent an irrevocable letter of credit drawn in favor of the Escrow Agent in form and substance satisfactory to the Escrow Agent and securing full repayment of such sums, or has placed with the Escrow Agent such other substitute security as may be permitted by law and approved by the Escrow Agent.

4. The parties agree that the determination of substantial completion shall be made as set forth below:

A. Substantial completion and the estimated cost for substantial completion of the items described in Paragraphs 3A(iii), 3A(iv) and in Paragraph 5 shall be determined by a licensed professional engineer or architect, as provided in Paragraph 4B, subject to the following:

(i) Items referred to in Paragraph 3A(iii) shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads, to the extent such items are designated on the Condominium Subdivision Plan as "must be built" are substantially complete in accordance with the pertinent plans for such improvements.

(ii) If the estimated cost of substantial completion of any of the items referred to in Paragraphs 3A(iii) and 3A(iv) cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or amendment for completion of the improvement. To the extent that any item referred to in Paragraph 3A(iii) and 3A(iv) is specifically depicted on the Condominium Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or amendment.

B. A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification under this Paragraph, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the Project. A certificate of substantial completion shall not be deemed to be certification as to the quality of the items to which it relates.

5. Upon receipt of a certificate, issued pursuant to Paragraph 3A(iii) and/or 3A(iv), determining the amounts necessary for substantial completion, the Escrow Agent may release to the Developer all funds in escrow in excess of the amount determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be insufficient in the opinion of the issuer of such certificate for substantial completion of any remaining incomplete items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrowed funds that is authorized or required by this Paragraph, the Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent, in its judgment, has sufficient cause to believe the certificate confirming substantial completion is fraudulent or without factual basis.

6. Not earlier than nine (9) months after closing the sale of the first Unit in a phase of a Condominium Project for which escrowed funds have been retained under Paragraph 3A(iii) or for which security has been provided under Paragraph 3F, the Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 3F for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. In the case of a recreational facility or other facility intended for

general common use, not earlier than nine (9) months after the date on which the facility was promised in the Condominium Documents to be completed by the Developer, the Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 3A(iv) or security provided under Paragraph 3F for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. Three months after receipt of a request pertaining to funds described in Paragraph 3A(iii) or 3A(iv), funds that have not yet been released to the Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained, or for a purpose specified in written agreement between the Association and the Developer entered into after the Transitional Control Date. The agreement may specify that issues relating to the use of the funds be submitted to arbitration. The Escrow Agent may release funds in the manner provided in such an agreement or may initiate an interpleader action and deposit the retained funds with a court of competent jurisdiction. In any interpleader action, the circuit court shall be empowered, in its discretion, to appoint a receiver to administer the application of the funds. Any notice or request provided for in this Paragraph shall be in writing.

7. The Escrow Agent in the performance of its duties under this Agreement shall be deemed an independent party not acting as the agent of the Developer, any Purchaser, Co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect as described in the Act, the Escrow Agent shall have no liability whatever to the Developer or to any Purchaser, Co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon. The Escrow Agent shall be relieved of all liability upon release, in accordance with this Paragraph, of all amounts deposited with it as required by the Act.

8. The Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated in this Agreement before releasing any sums held by it under a Purchase Agreement to the Purchaser or to the Developer.

9. Upon making delivery of the funds deposited with the Escrow Agent under a Purchase Agreement and performance of the obligations and services stated in both the Purchase Agreement and in this Escrow Agreement, the Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions of such Agreement, and of this Agreement, and that by acceptance of this Agreement, the Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. The Escrow Agent shall not be responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

10. The Developer hereby agrees to indemnify and hold the Escrow Agent harmless for any loss or damage sustained by the Escrow Agent, including, but not limited to, attorneys' fees resulting from any litigation arising from the performance of the Escrow Agent's obligations and services, provided such litigation is not a result of the Escrow Agent's wrongful act or negligence.

11. For purposes of this Agreement, a licensed professional engineer or architect means a member of those professions who satisfies all requirements of the laws of the State of Michigan for the practice of the profession, and who is not an employee of the Developer or of a firm in which the Developer or an officer or director of the Developer is a principal or holds 10% or more of the outstanding shares of that firm.

12. All notices required or permitted under this Agreement and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered or certified mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof.

By: ______________________

Gregory P. Watts

By: ______________________

Nichole K. Watts

PPR TITLE AGENCY

By: Dawn Bradley

Its: Manager

KZLIB:591251.1\000000-00000

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

HUNTERS RUN NO. 4 CONDONMINIUM ASSOCIATION

ID NUMBER: 70454D

received by facsimile transmission on October 13, 2008 is hereby endorsed

Filed on October 13, 2008 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13TH day of October, 2008.

, Director

Bureau of Commercial Services

10/13/2008 10:54:13 AM FAXCOM PAGE 3 OF 7

ARTICLES OF INCORPORATION

OF

HUNTERS RUN NO. 4 CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed by the Incorporator for the purpose of forming a nonprofit corporation pursuant to the provisions of Act 162 of the Public Acts of 1982, as follows:

ARTICLE I

The name of the Corporation is: Hunters Run No. 4 Condominium Association.

ARTICLE II

The purpose or purposes for which the Corporation is organized are as follows:

(a) To manage and administer the affairs of and to maintain a condominium in the Township of Comstock, Kalamazoo County, Michigan, to be known as Hunters Run No. 4 all appurtenances thereto and the common elements, property and easements thereof (the "Condominium");

(b) To levy and collect assessments against and from the members of the Corporation and to use the process therefrom for the purposes of the Corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the common elements of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

(g) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium unit, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the members of the Corporation and to further any of the purposes of the Corporation;

10/13/2008 10:54:13 AM FAXCOM PAGE 4 OF 7

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Corporation, and to secure the same by mortgage, pledge or other lien on the Corporation's property; provided, however, that any such action shall be subject to limitation in amount and to voter approval as provided in the Condominium Bylaws;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws, rules and regulations of this Corporation as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended; and

(k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

ARTICLE III

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses is:

Real Property — None.

Personal Property — None.

Said Corporation is to be financed under the following general plan:

Assessment of Members.

ARTICLE IV

Said Corporation is organized on a membership basis.

ARTICLE V

The address of the initial registered office is:

5071 Gull Road
Kalamazoo, Michigan 49048

10/13/2008 10:54:13 AM FAXCOM PAGE 5 OF 7

The name of the initial resident agent at the registered office is: Gregory P. Watts

ARTICLE VI

The name and address of the Incorporator is:

John M. Novak
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007

ARTICLE VII

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

Gregory P. Watts	5071 Gull Road, Kalamazoo, Michigan 49048
Nichole K. Watts	5071 Gull Road, Kalamazoo, Michigan 49048

ARTICLE VIII

The term of this Corporation shall be perpetual.

ARTICLE IX

The qualifications of members, the manner of their admission to membership in the Corporation, the termination of membership and voting by members shall be as follows:

(a) Each co-owner, including Gregory P. Watts and Nichole K. Watts, husband and wife (collectively, the "Developer"), of a Condominium unit shall be a member of the Corporation, and no other person or entity shall be entitled to membership; except that the Incorporator shall be a member of the Corporation until such time as the Developer becomes a member as hereinafter provided, at which time the Incorporator's membership shall terminate.

(b) Membership in the Corporation (except with respect to the Incorporator, who shall cease to be a member upon the qualification for membership of any co-owner) shall be established by the acquisition of legal or equitable title to a Condominium unit and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument evidencing such title and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishing the Condominium), the new co-owner thereby becoming a member of the Corporation, and the membership of the prior co-owner of such unit thereby being terminated. If more than one person owns a Unit, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association.

10/13/2008 10:54:13 AM FAXCOM PAGE 6 OF 7

(c) Neither membership nor the share of the member in the funds and assets of the Corporation can be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE X

Any action required or permitted 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 the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE XI

A contract or other transaction between this Corporation and one or more of its directors or officers, or between this Corporation and another corporation, firm or association of any type or kind, in which one or more of this Corporation's directors or officers are directors or officers, or are otherwise interested, is not void or voidable solely because of such common directorship, officership or interest, or solely because such directors are present at the meeting of the board or committee thereof which authorizes or approves the contract or transaction, or solely because their votes are counted for such purpose if:

(a) The contract or other transaction is fair and reasonable to this Corporation when it is authorized, approved or ratified; or

(b) The material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or known to the board or committee, and the board or committee authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested director; or

(c) The material facts as to the director's or officer's relationship or interest as to the contract or transaction are disclosed or known to the members, and they authorize, approve or ratify the contract or transaction.

ARTICLE XII

A volunteer director (as herein defined) shall not be personally liable to the Corporation or to its members for monetary damages for a breach of the directors fiduciary duty provided that such a director shall continue to be liable for: (i) a breach of the director's duty of loyalty to the Corporation or its members, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) a violation of Section 551(1) of the Michigan Non-profit Corporation Act, (iv) a transaction from which the director derives an improper

10/13/2008 10:54:13 AM FAXCOM PAGE 7 OF 7

personal benefit, (v) an act or omission that is grossly negligent. A volunteer for purposes of this Article shall mean a director who does not receive anything of substantial monetary value from the Corporation for service as a director other than reasonable per diem compensation and reimbursement for actual, reasonable and necessary expenses incurred by director in his or her capacity as a director.

ARTICLE XIII

These Articles of Incorporation may be amended, altered, changed or repealed only by the affirmative vote of not less than seventy-five (75%) percent of the entire membership of the Corporation; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the Incorporator of the above-named Corporation, hereby sign these Articles of Incorporation on this 13th day of October, 2008.

John M. Novak, Incorporator

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C&S-502 (Rev. 1-83)

862AN9721 1002 ORGNF! $10.00
862AN9720 1002 ORGNF! $10.00

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

OCT 6 1986

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received
OCT 02 1986

CORPORATION IDENTIFICATION NUMBER 769-670

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:
HUNTER'S RUN ASSOCIATION, INC.

ARTICLE II

The purpose or purposes for which the corporation is organized are:
See attached sheet.

ARTICLE III

The corporation is organized upon a nonstock basis.
(stock or nonstock)

1. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is ________. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

See Schedule A

and the description and value of its personal property assets are: (if none, insert "none")

None

The corporation is to be financed under the following general plan: Assessment of lots and dwelling units. All record owners of a fee simple title to any residential lot or dwelling unit which is in the properties, subject to the definitions in Article I of the Declarations of General Covenants, shall be a member of the Association with all privileges and obligations of membership.

The corporation is organized on a membership basis.
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

2975 Hunter's Hill, Kalamazoo, Michigan 49004
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

______, Michigan ______
(P.O. Box) (City) (ZIP Code)

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

Donald F. Watts

ARTICLE V

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Donald F. Watts	1346 Merry Brook, Kalamazoo, MI 49004
Joyce Watts	1346 Merry Brook, Kalamazoo, MI 49004
Edward P. Thompson	2017 Winchell, Kalamazoo, MI 49008

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI

The term of the corporate existence is perpetual.

I (We), the incorporator(s) sign my (our) name(s) this 1st day of October, 1986.

DONALD F. WATTS

JOYCE I. WATTS

EDWARD P. THOMPSON

C&S-502 (Rev 1-83)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Lisa A. Godfrey
FOX, THOMPSON, MORRIS, STOVER & O'CONNOR
610 Comerica Building
Kalamazoo, MI 49007

Telephone:
Area Code 616

Number 381-2730

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
3. Article II — The specific purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
4. Article III — Complete item III(1) or III(2) as appropriate, but not both.
5. Article IV — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
6. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
9. FEES: Filing fee $10.00
   Franchise fee $10.00
   Total fees (Make remittance payable to State of Michigan) $20.00
10. Mail form and fee to:

    Michigan Department of Commerce
    Corporation and Securities Bureau
    Corporation Division
    P.O. Box 30054
    Lansing, MI 48909
    Telephone: (517) 373-0493

HUNTER'S RUN ASSOCIATION, INC.

ARTICLE II

The purpose or purposes for which the corporation is organized are: To promote the health, safety, and welfare of the residents of Hunter's Run Planned Unit Development within real property described in the annexed Schedule A and with any addition which may be brought within the jurisdiction of this corporation collectively the "properties", and for this purpose (a) to own, acquire, build, operate, regulate the use of, and maintain the common areas and any recreation facilities but not limited to parks, natural areas and paths, all for the benefit of the residents of Hunter's Run Planned Unit Development; (b) to carry out and enforce the covenants, conditions and restrictions which may be applicable to the properties or to any portion of them and to exercise all authority therein granted; (c) to do any other thing permitted by law which, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the properties; (d) dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for those members. No dedication or transfer shall be effective unless it shall be approved, at a meeting called for that purpose, by affirmative vote of 2/3 of the outstanding votes held by owners in the association and by affirmative vote of 2/3 of all the outstanding votes allowable for owner occupied dwelling units as provided in the declaration; (e) enter into contracts with and participate in mergers and consolidations with other non-profit corporations organized for the same purposes; (f) add additional residential property and common area; (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Michigan may now or hereafter have or exercise.

"Hunters Run" SCHEDULE A

OF PART OF THE NE 1/4 OF SECTION 8, T. 2 S., R. 10 W., COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN.

LEGEND:

Bearing datum S89°50'40"W on S line, Sec. 5, T.2 S, R.10 W., from Wildwood Hills No. 6, L. 33, P. 8.
Concrete monuments 4" in diameter have been placed at all points marked thus " "
All lot corners are staked with iron bars 5/8" x 18" long.
Curvilinear dimensions are shown along the arc.
Dimensions are given in feet.
(R) denotes a radial line.

SHEET 1 OF 2 SHEETS

SURVEYOR'S CERTIFICATE

I, Thomas W. Chettleburgh, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat "Hunters Run", part of the Northeast 1/4, Section 8, T.2S., R.10W., Comstock Township, County of Kalamazoo, Michigan and also a resubdivision of the North 200 feet of the West 79.5 feet of Lot 4, Rostellan Plat, part of the Northeast 1/4 of said Section 8, as recorded in Liber 19 of Plats, on Page 15, Kalamazoo County Records, and more particularly described as follows:

Commencing at the North 1/4 post of Section 8, T.2S., R.10W.; thence South 0°05'26" East along the North and South 1/4 line of said Section 365.00 feet to the point of beginning; thence North 89°50'40" East 310.12 feet; thence North 0°09'20" West 70.00 feet; thence North 89°50'40" East 109.24 feet; thence Northerly on a curve to the right an arc distance of 73.82 feet, radius 294.22 feet, central angle 14°22'33" and chord bears North 7°20'36" West 73.63 feet; thence North 0°09'20" West 188.95 feet to the Northwest corner of Lot 4 of said Rostellan Plat; thence North 89°50'40" East along the North line of said Lot 4 79.50 feet; thence South 0°09'20" East 211.05 feet; thence Southeasterly on a curve to the left an arc distance of 223.08 feet, radius 203.38 feet, central angle 62°50'40" and chord bears South 31°34'40" East 212.06 feet; thence South 63°00'00" East 138.00 feet; thence South 27°00'00" West 66.00 feet; thence South 63°00'00" East 218.00 feet; thence Southeasterly on a curve to the right an arc distance of 434.70 feet, radius 335.54 feet, central angle 74°13'38" and chord bears South 25°53'11" East 404.93 feet; thence South 89°58'26" West 161.14 feet; thence South 8°00'00" East 102.86 feet; thence South 85°00'00" West 343.73 feet; thence North 60°30'00" West 660.00 feet to the North and South 1/4 line of said Section 8; thence North 0°05'26" West along said North and South 1/4 line 450.00 feet to the point of beginning. The above described parcel contains 14.01 acres and 28 lots.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracyof survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

Date: February 13, 1986

Thomas W. Chettleburgh L.S.
5858 Hall Street, SE
Grand Rapids, Michigan 49506

Thomas W. Chettleburgh

Thomas W. Chettleburgh
Registration No. 16036

STATE OF MICHIGAN
THOMAS W. CHETTLEBURGH
LAND SURVEYOR NO. 16036
REGISTERED LAND SURVEYOR

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BY-LAWS

OF

HUNTER'S RUN ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is "HUNTER'S RUN ASSOCIATION", a corporation of the State of Michigan. The principal office of the corporation shall be located at 2975 Hunter's Hill, Kalamazoo, MI 49004 but meeting of members and directors may be held at places within the County of Kalamazoo designated by the Board of Directors.

ARTICLE II

LIBER 1548 PAGE 0149

Definitions

Section 1.

"ASSOCIATION" means "HUNTER'S RUN ASSOCIATION", its successors and assigns.

Section 2.

"OWNER" means the record owner, whether one or more persons or entities, of a fee simple title to any residential lot or dwelling unit which is in the property, except that one holding an interest merely as security for the performance of an obligation shall not be deemed an owner and except that a contract purchaser in possession shall be deemed an owner.

Section 3.

"PROPERTIES" means real property described in Schedule A of the Declaration and other real property made subject to the provisions of these bylaws. "PROPERTY" means a particular parcel within the properties.

Section 4.

"COMMON AREAS" means the real property owned by the Association for the common use and enjoyment of the owners. No area shown or indicated on any plan or plat of the property shall be considered as a common area unless and until it has been conveyed to the Association for the common use and enjoyment of the owners.

Section 5.

"DWELLING UNIT" means an improved space designed for and ready for occupancy by an individual or single family for independent dwelling purposes, whether located in a detached, row or multiple-family.

Section 6.

"OWNER OCCUPIED DWELLING UNIT" means a dwelling unit which is occupied by its owner for his residence even though it be rented by him during a temporary absence.

Section 7.

"LOT" means any numbered lot on a recorded plat and any unplatted parcel, but only after the unplatted parcel shall have been improved by a building containing a dwelling unit or dwelling units. Unplatted parcels shall be described in accordance with rules established by the Board of Directors.

Section 8.

"DECLARATION" means the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development recorded in Liber 1272 of Deeds, Page 658, Kalamazoo County Records.

Section 9.

"DEVELOPER" means Watts Construction Co., Inc., its successors and assigns.

ARTICLE III

Meetings of Members

LIBER 1548 PG0151

Section 1.

MEMBERS: All owners, except as otherwise provided in the Declaration, shall be members of the Association.

Section 2.

ANNUAL MEETINGS: The first annual meeting and each annual meeting thereafter shall be held within two weeks of November 15 on the date, at the time, and at the place designated by the Board of Directors.

Section 3.

SPECIAL MEETINGS: Special meetings of the members may be called at any time by the President or by two member officers, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 4.

NOTICE OF MEETINGS: Except as otherwise provided in the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least fifteen days before the meeting to each member. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a single address is given in the membership records for more than one member, a notice shall be proper if mailed to that address in an envelope addressed to all such members at that address.

Section 5.

QUORUM: A quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, shall consist of members entitled to cast 30 votes or 20% of the votes whichever is the lesser number. Regardless of a quorum, the members then present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a required quorum shall be present.

Section 6.

PROXIES: At all meetings of members voting may be in person or by proxy. All proxies shall be in writing and shall be filed with the secretary. The directors may make reasonable regulations controlling proxies. Every proxy shall be revocable, shall not be valid for more than 11 months from its date of execution, and shall automatically cease when the giver of the proxy shall cease to be an owner or when the principal's membership privileges shall have been suspended.

ARTICLE IV

Board of Directors: Selection, Term of Office

Section 1.

NUMBER: The affairs of this Association shall be managed by a board of five (5) Directors, who need not be members of the Association.

Section 2.

TERM OF OFFICE: Intially, the Board of Directors shall be named by the developer, two directors for a term of two years and one director for a term of three years. Upon the sale by the developer of 75% of all lots in a subdivision all the lots in that subdivision shall be voted by their owners.

Section 3.

REMOVAL; VACANCY: Any Director may be removed from the Board, with or without cause, by a majority of the votes cast at a meeting called for that purpose. In the event of death, resignation or removal of a director, the director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor. Notwithstanding this paragraph the Developer shall have sole authority to remove and appoint directors until 75% of the lots in the first plat of Hunter's Run shall have been sold.

Section 4.

COMPENSATION: No Director shall receive compensation for any service rendered to the Association as Director. However, any Director may be reimbursed for actual expenses incurred in the performance of director's duties.

Section 5.

ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though at a meeting of the Directors and the action shall be entered in the minutes of the next meeting of the Directors.

Section 6.

CORPORATE ACTION: The action of the Association shall be determined, unless otherwise provided in the Declaration or these By-Laws, by a majority of the votes cast at a duly constituted meeting of Directors. The certificate of an officer of the Association, attested to by a member of the Board of Directors, and bearing the seal of the Association, shall be conclusive proof of action taken by the Board of Directors or by members of the Association.

ARTICLE V

Nomination and Election of Directors

Section 1.

NOMINATION: Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors before each annual meeting to serve from the close of that annual meeting until the close of the next annual meeting. The appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled. Nominations may be made from among members or non-members and may be made from the floor at the annual meeting.

Section 2.

ELECTION: Election to the Board of Directors shall be by secret written ballot at the annual meeting or at a special meeting called for that purpose. Balloting by writing may be waived by a majority of those voting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes for a vacancy shall be elected. Cumulative voting is not permitted.

LIBER 1548 PG0154

ARTICLE VI

Meetings of Directors

Section 1.

REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held on such date and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday. The annual meeting of the Board shall be held immediately following the annual meeting of members.

Section 2.

SPECIAL MEETINGS, NOTICES: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, by mailing notice to each director not less than three (3) days before the meeting. Attendance of a Director at a meeting constitutes a waiver of notice except where the Director attends the meeting for the expressed purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.

QUORUM: Three directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4.

ACTION WITHOUT A MEETING: Any action which might be taken at a meeting of the Board may be taken without a meeting if before or after the action all Board members consent to it in writing. The written consents shall be filed immediately with the minutes of the proceedings of the Board. The consent shall have the same effect as a vote of the Board for all purposes.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1.

POWERS: The Board of Directors shall have all powers, duties and authority vested in or delegated to this Association and not reserved to the Developer or to the membership by other provisions of these By-Laws, Articles of Incorporation, the Declaration or the Laws of the State of Michigan. Without limiting the generality of the foregoing, the Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Exercise powers given to the Board in the Declarations and in the Covenants and restrictions of the various within the planned unit development.

(b) Suspend the voting rights and right to use of the common areas by a member after notice and opportunity for hearing, for a period not to exceed sixty (60) days for violation of the Declaration of General Covenants, Conditions and Restrictions, the Conditions, Covenants and Restrictions of the Plat of Hunter's Run, or any infraction of published rules and regulations, except that for a continuing infraction such rights may be suspended during the continuation of such infraction and except that rights to use of the streets within the properties may not be suspended.

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Close the books of the corporation against transfer of membership for a stated period not to exceed forty (40) days prior to any meeting.

(e) Appoint committees and give them such powers and duties as the Board may direct, except for the rights reserved to the Developer of Hunter's Run Planned Unit Development in the Declaration of General Covenants, Conditions and Restrictions recorded in Liber 1272, page 649, Kalamazoo County Records.

Section 2.

LIBER 1548 PG0156

DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to fix, assess and collect the annual and special assessments.

(d) Cause to be issued upon demand by any person, a certificate setting forth whether or not any assessment has been paid, making a reasonable charge therefor. A certificate acknowledging payment of an assessment shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the Common Area to be maintained in accordance with the stated purposes of the Delcaration.

LIBER 1548 PG0157

ARTICLE VIII

Officers and Their Duties

Section 1.

ENUMERATION OF OFFICES: The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time provide for by resolution.

Section 2.

ELECTION OF OFFICERS: The election of officers shall take place at the annual meeting of the Board of Directors following each annual meeting of the members.

Section 3.

TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until the officer's successor shall be elected and shall qualify, unless the officer shall sooner resign or shall be removed, or otherwise be disqualified to serve.

Section 4.

RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.

VACANCIES: A vacancy in any office shall be filled by appointment by the Board. The officer appointed to the vacancy shall serve until the qualification of a successor elected at the next annual meeting of members.

Section 6.

MULTIPLE OFFICES: The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 1 of this article.

Section 7.

DUTIES: The duties of the officers shall be as follows unless otherwise provided by the Board of Directors:

PRESIDENT

(a) The president shall be the chief executive officer and shall have the general control and management of the business affairs of the association between meetings of the Board of Directors. The president shall preside at all meetings of the Directors and members, shall sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes, unless otherwise ordered by the Board.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of the president's absense, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members have charge of the books and papers of the Corporation; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall render such accounts and present such statements as the Directors may require; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and make a copy of each available to each member. The Board shall have the power to delegate any of the duties of the treasurer to other officers.

ARTICLE IX

Committees

Subject to the provisions in the Declaration of General Covenants, Conditions and Restrictions and Articles of Incorporation the Board of Directors shall appoint an architectural control committee and shall appoint the nominating committee and such other committees as it may deem appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Association, including the Declaration, the Articles of Incorporation, and the By-Laws of the Association, shall be at all times, during reasonable business hours, be subject to reasonable inspection by any member. Copies of the Declaration, the Articles of Incorporation and the By-Laws of the Association may be purchased at reasonable cost.

LIBER 1548 PG0160

ARTICLE XI

Assessments

A. As more fully provided in the Declaration, each member shall pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may escape liability for the assessments provided for herein by non-use of the common area or abandonment or conveyance of his property.

B. The sale or transfer of an unimproved portion of an unplatted parcel which has been subject to assessment shall create a new parcel for assessment purposes. It shall not be assessable until it is improved as provided in the Declaration. An assessment levied on the parcel from which it is subdivided shall not be applicable to the unimproved portion conveyed and the Board of Directors shall, upon request, give a certificate to such effect in recordable form. The Board of Directors may collect a reasonable fee for such certificate.

ARTICLE XII

Corporate Seal

The seal embossed at this point shall be the corporate seal of the Association:

ARTICLE XIII

Amendments

LIBER 1548 PAGE 0161

Section 1.

Except as provided in this section, these By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of members present in person or by proxy, provided the substance of the proposed amendment is contained in the notice of the meeting. No amendment which affects the architectural review committee which is adopted during the period of time when the Developer has special rights in that committee shall be valid without the affirmative vote of the Developer.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of HUNTER'S RUN ASSOCIATION have hereunto set our hands this 31 day of December 1986.

Dennis H. Ax — Dennis H. Ax

[signature] — DONALD F. WATTS, PRESIDENT

Karen A. Wight — Karen A. Wight

Joyce I. Watts — JOYCE I. WATTS, SECRETARY-TREASURER

Drafted by:
Fox, Thompson, Attorneys
900 Comerica Bldg.
Kalamazoo, MI 49007

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

On 6th day of March, 1992, before me, a Notary Public in and for said County, personally appeared Donald F. Watts, President and Joyce I. Watts, Secretary-Treasurer.

DENNIS H. AX
Notary Public, Allegan County, MI
Acting in Kalamazoo County, MI
My Commission Expires June 27, 1994

Dennis H Ax

S1-7198

DECLARATION of GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

for

HUNTER'S RUN PLANNED UNIT DEVELOPMENT

DONALD F. WATTS and JOYCE I. WATTS, and WATTS CONSTRUCTION CO., INC., a Michigan Corporation, are proprietors of land located in the Township of Comstock, County of Kalamazoo, State of Michigan, more particularly described in the annexed Schedule A. Proprietors are hereinafter collectively referred to as Declarant ("Declarant").

Declarant declares that all of the properties are subject to the following easements, restrictio[illegible]nants and conditions which are imposed for the purpose of protec[illegible] the value and desirability and which shall run with the Properties and [illegible]binding on all parties having any right, title or interest in the [illegible]ties or any part thereof, their heirs, successors and assigns, [illegible]ll inure to the benefit of each Owner of any part.

PURPOSE OF PLANNED UNIT DEVELOPMENT

The purpose of the Planned Unit Development and this Declaration is to provide for the residents a community that will create a higher quality of living by preserving as near as may be possible in an urban setting the amenities of a natural environment, to give consideration to the preservation of the natural features of the environment, including air, soil, water, topography, natural vegetation, and all wild life. In general, this Declaration shall be construed to encourage the leaving of the land in its natural state, except as otherwise provided or permitted, and to give the Board of Directors of the Association the authority to pass reasonable regulations concerning aesthetic considerations, including preservation of scenic views, prevention of unsightliness, fostering of quietness, and the like. The right, but not the obligation, of the Board to restore and maintain the unpaved portions of street rights-of-way and the Common Areas in their natural condition is hereby declared and each grantee, by acceptance of a conveyance of any portion of the property, shall be deemed to have agreed to the same on behalf of the grantee, the grantee's successors, heirs, and assigns.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD
Mar 23 4 06 PM '86
CLERK-REGISTER

EFFECT OF FINAL DEVELOPMENT PLAN FILED WITH THE TOWNSHIP OF COMSTOCK

The final development Plan of the Planned Unit Development which is on record in the office of the Township Clerk of the Township of Comstock, has the effect and only the effect prescribed by the ordinances of the Township of Comstock. The Plan constitutes part of the public controls imposed by the Township upon developers, owners, residents and users of the Planned Unit Development and does not create, and is not intended to create any private property or contract rights in the owners and residents of the Planned Unit Development, except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plan on file in the office of the Township of Comstock describes a plan of development which the Declarant believes will provide maximum benefits to the residents, owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and which may threaten the benefits to be deriv[illegible] residents, owners and the public unless the plan can be modified as prescribed by the applicable ordinances. Accordingly although this Declaration is applicable to the entire area of the planned unit development, it confines itself to the establishment of a community organization and the definition of the rights and obligations of each owner in and to the organization and its facilities. Some basic limitations upon the use of the land are also included but such Plan continue to remain subject to modification by the proper Township authorities in accordance with the procedures set forth in the ordinance of the Township. The Declarant believes, however, that additional protection in the nature of private property and contract rights should be accorded to the residents within those areas of the Planned Unit Development which constitute their respective immediate neighborhoods and which are being developed currently. Other protective covenants which will be applicable to the property therein respectively described may be recorded before the conveyance of that property.

Accordingly, it is hereby declared that the Plan on file in the office of the Township Clerk does not create and shall not be construed to create any private property or contract rights in any resident or owner of property in the Planned Unit Development.

MAINTENANCE OF COMMON AREAS

Declarant covenants to maintain the Common Areas, including paved streets, in accordance with the purposes stated in this Declaration until their conveyance to the Association. The Association, by acceptance of a conveyance, covenants to maintain the Common Areas, including paved streets, in accordance with the purposes stated in this Declaration.

ARTICLE I

Definitions

Section 1.

"ASSOCIATION" shall mean and refer to "HUNTER'S RUN ASSOCIATION, INC.", a Michigan Non-profit Corporation, its successors and assigns.

Section 2.

"OWNER" shall, except as provided below, mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any residential lot or Dwelling Unit which is in the Property, except that one holding an interest merely as security for the performance of an obligation shall not be deemed an Owner and, except, that a contract purchaser in possession shall be deemed an Owner. Subject to the Bylaws of the Association the term "Owner" shall not include a record Owner whose sole purpose in holding title is for the purpose of constructing improvements pursuant to written contract. The other party to the construction contract shall receive the benefits of and be subject to the obligations of an "Owner."

Section 3.

"PROPERTIES" shall mean and refer to the property described in the annexed Schedule A and to other real property which may be added as provided in Article VI, Section 3. "PROPERTY" shall mean a particular parcel within the Properties.

Section 4.

"COMMON AREAS" shall mean all the real Property, including streets, owned by the Association for the common use and enjoyment of the owners. No area shown or indicated on any plan or plat of the property shall be considered as a Common Area unless and until it has been conveyed to the Association for the common use and enjoyment of the Owners.

Section 5.

"PLAN" shall mean the final development plan of the Planned Unit Development on file in the office of the Township Clerk of the Township of Comstock as it may be from time to time amended.

Section 6.

"DWELLING UNIT" shall mean an improved space designed for and ready for occupancy by an individual or single family for independent dwelling purposes, whether located in a detached, row, semi-detached or multiple-family structure.

Section 7.

"OWNER OCCUPIED DWELLING UNIT" shall mean a Dwelling Unit which is occupied as the Owners residence even though it may be rented by the Owner during a temporary absence.

Section 8.

"LOT" shall mean any numbered lot on a recorded plat.

ARTICLE II

Property Rights

Section 1.

OWNERS' EASEMENTS OF ENJOYMENT OF COMMON AREAS

Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to that ownership, subject to the following:

(a) The right of the Association to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes.

(b) The right of the Association to fix and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

(c) The right of the Association to suspend voting rights and the rights of members of the Association to use any of the Common Areas or to any facility in them for any period, not to exceed (60) days for any infraction of its published rules and regulations or the violation of any of the covenants, conditions and restrictions contained in this Declaration, or in covenants, conditions and restrictions relating to particular plats within the Plan, except that suspension for any continuing infraction or violation may continue for the duration of that infraction or violation and provided, however, that the right of an Owner to access to and use of streets shall be absolute.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas, provided that any transfer shall be approved at a meeting duly called for that purpose by affirmative vote of two-thirds (2/3) of all the outstanding votes held by Owners in the Association and by affirmative vote of two-thirds (2/3) of all the outstanding votes allowable for Owner-Occupied Dwelling Units.

(e) The right of the Association to construct, maintain and improve recreation and other facilities on the Common Areas for the benefit of the Owners and to permit the use of them by other persons as provided for in this Declaration.

(f) The right of the Association to mortgage the Common Areas or any part with the affirmative vote of two-thirds (2/3) of the Owners subject to the rights of any first mortgagee.

(g) The right of the Association to convey the Common Areas or any part with the affirmative vote of two-thirds (2/3) of the Owners and subject to the rights of any first mortgagee.

(h) The right of the Association to [illegible] to the Township of Comstock the jurisdiction to impose the Uniform Traffic Code of the State of Michigan on the streets within the Planned Unit Development.

Section 2.

DELEGATION OF USE

Any Owner may delegate, in accordance with the Bylaws, the Owner's rights of enjoyment of the Common Areas and facilities to members of the Owner's family, and to Owner's tenants and guests.

Section 3.

STREETS

The Declarant intends that all streets, medians, islands and verges will be conveyed to the Association after being completed in conformance with the Plan approved by the Township of Comstock and will not be a part of the Kalamazoo County road system. The Association will be responsible for all maintenance, including, but not limited to, snow removal, sweeping, road-side maintenance. The Association is given the right, but not the obligation, to convey to the Kalamazoo County Road Commission streets, other than cul de sacs, subject to the affirmative vote of two-third (2/3) of the Owners and subject to the rights of any first mortgagee.

LIBER 1272 PG 663

Section 4.

TITLE TO THE COMMON AREAS.

Declarant covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Areas from time to time in accordance with the Plan. Until conveyed they will be maintained by Declarant at its own expense.

Section 5.

RIGHT TO DEDICATE STREETS

Declarant reserves the right to dedicate Common Areas designated as street right of ways to governmental authorities. This right does not apply to other Common Areas.

ARTICLE III

Membership in Hunter's Run Association; Voting Rights

Section 1.

MEMBERSHIP

All Owners shall be members of the Association with all privileges and obligations of membership. Enjoyment of Common Areas and facilities may be extended to others on such terms as may be provided in the Bylaws. Fees for that enjoyment shall not be less than fees paid by members for use of the facilities to which the privileges are extended.

Section 2.

VOTING RIGHTS

Members of the Association shall be entitled to one vote for each Lot or Dwelling Unit owned by a member. If more than one person holds an interest in any Lot or Dwelling Unit, the vote shall, subject to the Association bylaws, be exercised as the Owners themselves determine, but in no event shall more than one vote be cast in respect to any Lot or Dwelling Unit.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The Declarant, for each Lot or Dwelling Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Dwelling Unit by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, assessments to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys fees shall, on the due date of the assessment, be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs and reasonable and actual attorneys' fees, shall also be the personal obligation of the person who is the owner of the property on the due date of the assessment. The personal obligation for delinquent assessments shall not pass to successor owners unless expressly assumed by them. A conveyance shall not relieve the Owner of liability.

Section 2.

PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the properties, including, but not limited to the improvement and maintenance of the Common Areas, including streets, and the recreation facilities on them, the payment of taxes and assessments levied against property owned by the Association, and the expenses of the Association, and, in general, the carrying out the purposes set forth in or permitted by the Articles of Incorporation of the Association or this Declaration. The Association may provide for reasonable reserves for contingencies, replacements and improvements, provided the amount placed in reserve in any fiscal year shall not exceed 10% of the annual assessment, except upon compliance with Section 4 below. The Association may, but is not required to maintain the unpaved portions of land within street rights-of-way in their natural condition as stated in Article V, Section 3.

Section 3.

BASIC AND MAXIMUM ANNUAL ASSESSMENT BY ASSOCIATION

The following shall be assessable:

(a) Except as otherwise provided in this Section 3, the assessment shall be made against each Lot. A divided lot shall be assessed to the Owner of the larger portion unless, in an agreement acceptable to the Board, the parties may agree otherwise. A Lot shall not be assessable so long as the right to construct a dwelling unit on the Lot is precluded by deed restrictions enforceable by and acceptable to the Association.

(b) In the case of multiple family dwelling units the assessment shall be made against each dwelling unit and, as to condominiums, its appurtenant share of the common elements.

(c) The total annual assessment of the Association shall be levied equally against all of the assessable lots and Dwelling Units, as provided in (a) and (b) above, subject to the following:

(1) No Lot or Dwelling Unit shall be assessable until January 1, 1990.

(2) No Lot or Dwelling Unit shall be assessed in excess of 5% of the total annual assessment.

Section 4.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year beginning January 1, 1990, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property relating to it, or the cost of establishing or adding to a reserve for it, provided, that any special assessment shall have the assent of 60% of the Owner-Occupants voting in person or by proxy at a meeting duly called for that purpose, each Owner-Occupant having one vote, and of 60% of all members voting in person or by proxy.

Section 5.

NOTICE AND QUORUM FOR SPECIAL ASSESSMENTS UNDER SECTION 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called the presence of members or of proxies entitled to cast (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.

UNIFORM RATE OF ASSESSMENT

Both annual and special assessments shall be fixed at a uniform rate for all assessable Lots or Dwelling Units, except as provided in Section 3 of this Article.

Section 7.

ASSESSMENTS: DATE OF COMMENCEMENT AND DUE DATES

The annual assessments provided for shall commence January 1, 1990. The Board shall fix the total annual assessment for the following year and the amount of assessment against each Lot and Dwelling Unit on or before November 15 each year. Written notice of annual assessment shall be sent to every owner by December 1 each year. Where there is more than one Owner of a Property, only one notice, subject to reasonable regulation by the Board need be sent.. The due date of payment shall be January 1 following or as established by the Board and shall be stated in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not all assessments imposed on property described in the certificate have been paid and setting forth the amounts, if any, of interest charges and their due dates. Failure of the Board to comply with any procedural requirement shall not invalidate any assessment.

Section 8.

EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 7% per annum or at such uniform rate as shall be established by the Board at the time of the fixing of the assessment. The Association may bring an action against a delinquent Owner or other person personally obligated to pay the assessment and may foreclose the lien established by the terms of this Declaration. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, by abandonment of the owner's lot or dwelling unit, or by conveyance of the property.

Section 9.

SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgagee. Sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien, except that the sale or transfer of any Lot or Dwelling Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments as to payments which became due before the sale or transfer. No sale or transfer shall relieve the Owner from personal liability for delinquent assessments or the Lot or Dwelling Unit from liability for any assessment becoming due or from the lien arising from the assessment.

LIBER 1272 PG 668

ARTICLE V

Land Planning and Building Committee

Section 1.

ARCHITECTURAL CONTROL

Declarant reserves to Watts Construction Company, Inc. and its nominees the rights of the Architectural Committee with regard to construction of residences and other Dwelling Units until these rights are relinquished by him. Except as to this reservation the Board or Architectural Committee ("Committee") established by the Board shall exercise the authority to carry out the obligations imposed on it by any covenants or restrictive agreements imposed on any Properties as to harmony with those provisions and as to harmony with the stated purpose of this Declaration. The Committee's authority as to a residence and other dwelling unit shall commence with the completion thereof pursuant to plans and specifications approved by the Company.

Section 2.

RUBBISH

The Board is empowered to prescribe reasonable rules and regulations for garbage cans and other waste containers, their location and concealment, and for waste disposal, including prohibition of outdoor burning. The Board may, on approval by a majority vote of the members present in person or by proxy at a meeting called for that purpose, enter into contracts on an annual basis for trash and garbage service and may add that cost to the annual assessment or may cause it to be billed directly to the respective Owners. Such contracts may be renewed annually without approval of the members, but future authority may be revoked by similar action of the members.

Section 3.

NATURAL GROWTH

The natural growth on any Property shall not be deemed a nuisance, but the Board may pass reasonable regulations for its control for the health, safety and welfare of the Owners and occupants of the Properties.

Section 4.

NOISE

It being one of the purposes of this Declaration to foster an environment free of unnecessary annoyances, discomforts and health hazards of urban living, the Board is hereby given the power to make reasonable regulations for the control of noise.

Section 5.

REMEDIES FOR VIOLATIONS: INVALIDATIONS

For a violation or breach of any of these reservations, covenants and restrictions, the Association and any owner or either of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of the Association or of any owner to enforce or the failure to enforce promptly any of the reservations, covenants or restrictions shall not bar other or subsequent enforcement. The invalidation of any one or more by any court of competent jurisdiction shall not affect any other reservation, covenant or restriction but shall remain in full force and effect.

ARTICLE VI

General Provisions

Section 1.

ACTION BY ASSOCIATION

Except where otherwise provided in this Declaration, when action is required of or permitted by the Association it shall be deemed to refer to the action of the Board.

The Board may close the books of the Association against transfer of membership for a stated period not to exceed forty (40) days before a meeting.

Section 2.

DURATION: AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land but may be amended by affirmative vote of 75% of all the outstanding votes held by the members of the Association and by affirmative vote of 75% of all the outstanding votes allowable for Owner-Occupied Dwellin[illegible] The certificate of an officer of the Association, attested by a member of the Board, and bearing the seal of the Association may be recorded as conclusive proof of the action taken.

Section 3.

ADDITIONAL PROPERTY

(a) Residential property and Common Areas not now a part of HUNTER'S RUN Planned Unit Development may be added to the property by the Declarant from time to time within 15 years of the date of this Declaration, provided that if any such land is contiguous to HUNTER'S RUN, that Common Areas shall constitute at least 20% of such additional Property and that any addition shall be approved by the proper authorities of the Township of Comstock pursuant to the ordinances of the Township.

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LIBER 1272 PG 671

Executed at Kalamazoo, Michigan March 19, 1986

Witnesses as to Donald F. Watts and Joyce I. Watts and as to Watts Construction Company, Inc.

Donald A. O'Toole
DONALD A. O'TOOLE

Joy Watts
JOY WATTS

Donald F. Watts
DONALD F. WATTS

Joyce I. Watts
JOYCE I. WATTS

WATTS CONSTRUCTION COMPANY, INC.

By: Donald F. Watts
DONALD F. WATTS, President

By: Joyce I. Watts
JOYCE I. WATTS, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by DONALD F. WATTS and JOYCE I. WATTS.

Donald A. O'Toole

Notary Public, Kalamazoo County, Michigan
My commission expires: July 24, 1989

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by DONALD F. WATTS and JOYCE I. WATTS, the President and Secretary respectively of WATTS CONSTRUCTION COMPANY, INC. on behalf of the corporation.

Donald A. O'Toole

Notary Public, Kalamazoo County, Michigan
My commission expires: July 24, 1989

Prepared by: Edward P. Thompson
FOX, THOMPSON, MORRIS, STOVER & O'CONNOR
630 ComericA Building
Kalamazoo MI 49007

SA 0376220

LIBER 1834 PG 1304

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD
96 Feb 20 PM 1 35

SUPPLEMENT TO DECLARATION OF GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HUNTER'S RUN PLANNED UNIT DEVELOPMENT

15-2, 6994

DONALD F. WATTS, JOYCE I. WATTS, and WATTS CONSTRUCTION COMPANY, INC., a Michigan Corporation, as "Declarant" of the Declaration of General Covenants, Conditions, and Restrictions for Hunter's Run Planned Unit Development recorded on May 29, 1986 at Liber 1272, Page 658 Kalamazoo County Records (the "Declaration"), and the HUNTER'S RUN ASSOCIATION, a Michigan non-profit corporation, that is executing this document as evidence of its assent, hereby supplement the Declaration in the following manner:

05653

Background

(a) The Declaration was intended to apply to all of the property described in "Schedule A" attached which was to be recorded with the Declaration. "Schedule A" was inadvertently not recorded with the Declaration. Declarant hereby corrects the Declaration by recording "Schedule A" with this Supplement.

(b) Article VI, Section 3 of the Declaration grants the Declarant the authority to add property to the Planned Unit Development within fifteen (15) years from the date of the Declaration so long as at least twenty percent (20%) of the added property constitutes common area and Comstock Township approves the inclusion. Declarant having found the requirements fulfilled, hereby adds property to the Planned Unit Development so that, upon recording, all of the property described in attached "Schedule B" shall be included within the Planned Unit Development. Also upon recording, all such property shall be subject to the Declaration, the Articles of Incorporation and the Bylaws of the Hunter's Run Association, and all other rights, covenants, conditions and restrictions affecting the property, if any.

Supplement to Declaration

Upon recordation of this document in the Office of the Register of Deeds for Kalamazoo County, the Declaration is supplemented as follows:

1. "Schedule A", attached hereto, is hereby annexed into the Declaration.

2. Declarant, pursuant to their authority under Article VI, Section 3 of the Declaration, and having found that all of the requisites to adding property are fulfilled, hereby adds property to the Planned Unit Development, so that all of the property described in attached "Schedule B" is included within the Planned Unit Development.

3. Upon recordation of this Supplement, all owners of Lots and/or Units located within the property described in "Schedule B" shall be subject to all rights and obligations of the

Declaration and of the Hunter's Run Association, a Michigan non-profit corporation, whose By-Laws are recorded at Liber 1548, Page 149, Kalamazoo County Records and any other rights, obligations, covenants, conditions, and restrictions affecting the property, if any.

4. In all other respects, the provisions of the Declaration and all of the rights and obligations of Members of the Hunter's Run Association, are hereby ratified, confirmed and redeclared.

IN WITNESS WHEREOF, the Declarants have duly executed this Supplement this 19 day of February, 1996.

WITNESSES:

Ronald L. Curtis

Bradley A. Burdick

Donald F. Watts

Joyce I. Watts

WATTS CONSTRUCTION COMPANY, INC., a Michigan Corporation

By: ______________________
Donald F. Watts
Its: President

ASSENTED TO:

Ronald A. Curtis

Bradley A. Burdick

HUNTER'S RUN ASSOCIATION

By: ______________________
Wayne Brewer
Its: President

STATE OF MICHIGAN)
) ss.
County of Kalamazoo)

LIBER 1834 PG 1306

The foregoing instrument was signed before me this 19th day of February, 1996, by **Donald F. Watts, and Joyce I. Watts**, and Donald F. Watts, as President and on behalf of **Watts Construction Company, Inc.**, a Michigan Corporation.

Martha R. Talbot
Martha R. Talbot, Notary Public
Kalamazoo County, Michigan
My commission expires: 4-12-2000

STATE OF MICHIGAN)
) ss.
County of Kalamazoo)

The foregoing instrument was signed before me this 19th day of February 1996, by Wayne Brewer, as President and on behalf of Hunter's Run Association.

Martha R. Talbot
Martha R. Talbot, Notary Public
Kalamazoo, County, Michigan
My commission expires: 4-12-2000

PREPARED BY:
J. Patrick Lennon
Miller, Johnson, Snell & Cummiskey, P.L.C.
425 West Michigan Avenue
Kalamazoo, MI 49007
(616) 343-0282 c:\work\jpl\huntr.supp

"SCHEDULE A"

The Plat of "Hunter's Run" being part of the Northeast 1/4, Section 8, T.2S., R.10W., Comstock Township, County of Kalamazoo, Michigan and also a resubdivision of part of the West 79.5 feet of Lot 4 of the Plat of Rostellan, of part of the Northeast 1/4 of said Section 8, as recorded in Liber 19 of Plats, on Page 15, Kalamazoo County Records, and more particularly described as follows:

Commencing at the North 1/4 post of Section 8, T.2S., R.10W.; thence South 0°05'26" East along the North and South 1/4 line of said Section 365.00 feet to the point of beginning; thence North 89°50'40" East 310.12 feet; thence North 0°09'20" West 70.00 feet; thence North 89°50'40" East 109.24 feet; thence Northerly on a curve to the right an arc distance of 73.82 feet, radius 294.22 feet, central angle 14°22'33" and chord bears North 7°20'36" West 73.63 feet; thence North 0°09'20" West 188.95 feet to the Northwest corner of Lot 4 of said Rostellan Plat; thence North 89°50'40" East along the North line of said Lot 4 79.50 feet; thence South 0°09'20" East 211.05 feet; thence Southeasterly on a curve to the left an arc distance of 223.08 feet, radius 203.38 feet, central angle 62°50'40" and chord bears South 31°34'40" East 212.06 feet; thence South 63°00'00" East 138.00 feet; thence South 27°00'00" West 66.00 feet; thence South 63°00'00" East 218.00 feet; thence Southeasterly on a curve to the right an arc distance of 434.70 feet, radius 335.54 feet, central angle 74°13'38" and chord bears South 25°53'11" East 404.93 feet; thence South 89°58'26" West 161.14 feet; thence South 8°00'00" East 102.86 feet; thence South 85°00'00" West 343.73 feet; thence North 60°30'00" East 102.86 feet; thence South 85°00'00" West 343.73 feet; thence North 60°30'00" West 660.00 feet to the North and South 1/4 line of said Section 8; thence North 0°05'26" West along said North and South 1/4 line 450.00 feet to the point of beginning. The above parcel contains 14.01 acres and 28 lots.

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"SCHEDULE B"

That part of the Northeast 1/4 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan, described as: Commencing at the North 1/4 corner of Section 8, Town 2 South, Range 10 West; thence S 0°05'26" E 365 feet to place of beginning; thence South along North and South 1/4 line of Section 8; 2273.45 feet; thence S 89°49'55" E along the East and West 1/4 line 1617.53 feet; thence North 0°09'30" W 765.60 feet; thence N 89°49'55" W 300 feet; thence N 0°09'30" W 1682.28 feet to the South line of Lot 11 Rostellan Plat; thence S 89°50'40" W 225.18 feet; thence S 0°09'20" E 35 feet; thence S 89°50'40" W 600 feet; thence North parallel with East line of Lot 4 Rostellan Plat 200 feet; thence S 89°50'40" W 204.5 feet; thence South parallel with East line of Lot 2 Rostellan Plat 150 feet to South line of Lot 2; thence East along South line of Lot 2, Rostellan Plat 25 feet; thence S 0°09'20" E 182 feet; thence S 89°50'40" W 309.97 feet to place of beginning.

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Recorded at:
2004-032162
6-28-04

SUPPLEMENT NO. 2 TO DECLARATION
OF
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTER'S RUN PLANNED UNIT DEVELOPMENT

Donald F. Watts, Joyce I. Watts, Watts Constructions, Inc., a Michigan Corporation, and **Joyce & Don, LLC**, a Michigan limited liability company, as "Declarant" of the Declaration of General Covenants, Conditions and Restrictions for Hunter's Run Planned Unit Development recorded on May 29, 1986, at Liber 1272, Page 658, Kalamazoo County Records (the "Declaration"), and the **Hunter's Run Association**, a Michigan non-profit corporation, that is executing this document as evidence of its assent, hereby supplement the Declaration in the following manner:

Background

Article VI, Section 3 of the Declaration grants the Declarant the authority to add property to the Planned Unit Development within fifteen (15) years from the date of the Declaration so long as at least twenty percent (20%) of the added property constitutes common area Comstock Township approves the inclusion. Upon receiving approval from Comstock Township of inclusion of the property described in the attached Schedule A (the "Property") which is known as "Hunter's Creek Condominium," in the Hunter's Run Planned Unit, and after meeting the other requirements, the Declarant, on March 31, 2000, declared that the Property is added to the Planned Unit Development and subject to the terms and conditions of the Declaration, Articles of Incorporation and the Bylaws of Hunter's Run Association. Declarant is recording this Supplement No. 2 for administrative purposes.

Supplement to Declaration

1. Declarant, pursuant to their authority under Article VI, Section 3 of the Declaration, records this Supplement No. 2.

2. Since March 31, 2000, all co-owners of Hunter's Creek Condominium located within the Property described in Schedule A have been be subject to all rights and obligations of the Declaration, as amended, and of the Hunter's Run Association, a Michigan non-profit corporation, whose Bylaws are recorded at Liber 1548, Page 149, Kalamazoo County

Records and any other rights, obligations, covenants and restrictions affecting the Property, if any.

3. In all other respects, the provisions of the Declaration and all of the rights and obligations of Members of the Hunter's Run Association, are hereby ratified, confirmed and redeclared.

The Declarants have duly executed this Supplement this 28th day of June, 2004.

Donald F. Watts

Joyce I. Watts

Joyce & Don, LLC

By: ______________________
Donald F. Watts, Managing Member

ASSENTED TO:

Hunter's Run Association

By: ______________________
Matthew Watts, President

STATE OF MICHIGAN }
}ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Donald F. Watts, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his free act and will.

Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
}ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Joyce I. Watts, to me known to be the same person who executed the within agreement, who has acknowledged the same to be her free act and will.

Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
}ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Matthew Watts, President of Hunter's Run Association, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his/her free act and will on behalf of said Association.

Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

STATE OF MICHIGAN }
}ss.
COUNTY OF KALAMAZOO }

On this 28th day of June, 2004, before me, a Notary Public, in and for the said county, personally appeared Donald F. Watts, Managing Member of Joyce & Don, LLC, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his/her free act and will on behalf of said Company.

Janice Jessup, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission Expires: 3/10/07

SCHEDULE A

Parcel No. 1

A parcel of land situate and being in the Township of Comstock, Kalamazoo County, Michigan, being more particularly described as follows:

That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 649.42 feet to the Point of Beginning of this description; thence N 00° 09' 19" W parallel with the East line of the West 2 of the Northeast 1/4 of said Section 316.83 feet to the Southeast corner of Lot 55 of "Hunters Run No. 3," as recorded in Liber 40 of Plats on Page 7; thence the following four courses along the boundary of said "Hunters Run No. 3": N 28° 00' 00" E 380.00 feet; N 40° 49' 12" E 130.00 feet; N 49° 22' 44" E 167.79 feet; and Northwesterly 145.38 feet on the arc of a 439.18 foot radius curve to the right with a central angle of 18° 57' 57" and a chord bearing N 31° 08' 18" W 144.71 feet; thence N 68° 20' 41" E along the boundary of "Hunters Run No. 2," as recorded in Liber 36 of Plats on Page 27, 66.00 feet; thence Southeasterly 172.87 feet on the arc of a 373.18 foot radius curve to the left with a central angle of 26° 32' 29" and a chord bearing S 34° 55' 34" E 171.33 feet; thence N 41° 48' 12" E 193.08 feet; thence S 73° 51' 40" E 64.93 feet to said East line; thence S 00° 09' 19" E along said East line 230.03 feet to a point that is N 00° 09' 19" W 765.60 feet (11 chains and 60 links) from said East and West 1/4 line; thence S 89° 49' 30" E 385.00 feet; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet to Comstock Creek; thence N 53° 56' 48" W 396.09 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8 at a point S 00° 03' 19" E 240.00 feet from the Northwest corner of said Northeast 1/4; thence N 00° 03' 19" W 240.00 feet to said Northwest corner; thence N 89° 49' 31" W along said 1/4 line 668.26 feet to the point of beginning. This parcel contains 20.8 acres.

Parcel No. 2

That part of the East ½ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Southeast corner of the West ½ of the Northeast 1/4 of said Section 8; thence N 00° 09' 19" W along the East line of the West ½ of the Northeast 1/4 of said Section 765.60 feet (11 chains and 60 links); thence S 89° 49' 30" E 385.00 feet to the Point of Beginning of this description; thence S 00° 10' 30" W 400.00 feet; thence S 22° 45' 52" W 160.00 feet; thence S 00° 03' 19" E 690 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 1650 feet more or less to a point that is S 89° 49' 30" E 882 feet more or less from the point of beginning; thence N 89° 49' 30" W 880 feet to the point of beginning. This parcel contains 17.6 acres, more or less.

Parcel No. 3

That part of the East ½ of Section 8, Town 2 South, Range 10 West, Comstock Township, Kalamazoo County, Michigan described as: Commencing at the North 1/4 corner of said Section 8; thence S 00° 05' 00" E along the North and South 1/4 line of said Section 2638.28 feet to the Central 1/4 corner of said Section 8; thence S 89° 49' 31" E along the East and West 1/4 line of said Section 1317.68 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence S 00° 03' 19" E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 240.00 feet to the Point of Beginning of this description; thence S 00° 03' 19" E along said West line 600 feet more or less to the center of Comstock Creek; thence Northeasterly along the center of said Comstock Creek 500 feet more or less to a point that is S 53° 56' 48" E 396.09 feet from the point of beginning; thence N 53° 56' 48" W 396.09 feet to the point of beginning. This parcel contains 2.2 acres, more or less.

Prepared by:
John M. Novak
Miller, Johnson, Snell & Cummiskey, PLC
303 North Rose Street, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2976

2023-003708
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

RECEIVED AND RECORDED

Instrument Number: 2023-003708

Document Type: AMENDMENT

Number of Pages: 8

Arrival Date and Time: 2/17/2023 8:18:00 AM

Recording Date and Time: 2/17/2023 8:20:36 AM

GRANTOR: HUNTERS RUN ASSOCIATION INC

GRANTEE: HUNTERS RUN ASSOCIATION INC

DocId: 20026850

Tx: 40021846

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Kalamazoo County, Michigan.

KALAMAZOO COUNTY GOVERNMENT

Meredith Place

Meredith Place, Register
Register of Deeds
Kalamazoo County Michigan

This cover page is PAGE 1 of your document and is part of the Official Public Record.

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Third Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development

This Third Amendment to the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development ("Third Amendment") is made and executed this 8 day of February 2023, by Hunter's Run Association, Inc., a Michigan nonprofit corporation (the "Association"), whose registered address is c/o Parkview Hills Management Company, 3329 Greenleaf Boulevard, Kalamazoo, Michigan 49008.

Recitals

WHEREAS, the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development located in Comstock, Michigan, (the "Development") was recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, a Supplement to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on February 20, 1996, in Liber 1834, Page 1304, Kalamazoo County Records, a Supplement No. 2 to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on May 28, 2004, as Document No. 2004-032162, Kalamazoo County Records, an Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on November 30, 2004, as Document No. 2004-054701, Kalamazoo County Records, and a Second Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on September 3, 2021, as Document No. 2021-035717, Kalamazoo County Records (together the "Declaration").

WHEREAS, under the terms of the Declaration, the Association administers the Development in accordance with the terms of the Declaration.

WHEREAS, pursuant to Article VI, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes held by the members of the Association and by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes allowable for Owner-Occupied Dwelling Units, as defined by the Declaration. Through the signature of the Association's President below, the Association acknowledges that the above affirmative-vote threshold has been met.

NOW, THEREFORE, the Association Declaration is hereby amended as follows:

AMENDMENT

1. Article II, Section 6 of the Declaration

Upon recording of this Third Amendment with the Kalamazoo County Register of Deeds, Article II of the Declaration will be amended by adding new Article II, Section 6 so that it reads as follows:

Section 6.

Restrictions on Leasing.

The following restrictions on leasing apply to all Dwelling Units subject to this Declaration, including the Dwelling Units in Hunter's Creek Condominium, Hunter's Place Condominium, and Hunter's Run Single Family Homes. Owners may also be subject to leasing restrictions contained in their Property's governing documents. It is each Owner's responsibility to ensure their compliance with any applicable leasing restriction.

A. Right to Lease.

No Owner may lease a Dwelling Unit without the prior written approval of the Association. Approval by the Association will not be given if the Owner requesting approval has not owned their Dwelling Unit for at least one (1) year. No lease or other rental agreement shall provide for a term of less than one (1) year, unless otherwise permitted by the Association. The Association may, except to the extent prohibited by law, require an Owner to obtain a security deposit from the tenant or non-Owner to occupy a Dwelling Unit and to provide evidence of the security deposit to the Association. No subletting and no assignment of a lessee's interest in the lease shall be permitted without the Association's approval. In the event an Owner leases a Dwelling Unit and the lease or occupancy is terminated for any reason prior to the expiration of its initial twelve (12) month term, the Owner shall be prohibited from re-leasing the Dwelling Unit to any third party during the unexpired portion of the initial twelve (12) month term.

For purposes of this Declaration, "lease" means: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Dwelling Unit is not occupied by the Owner or an immediate family member of the Owner; and (ii) any form of occupancy agreement or arrangement under which the Owner of a Dwelling Unit permits another person to occupy all or less than all of a Dwelling Unit. The term "lease" includes, but is not limited to, an oral or written lease, an oral or written license, or an occupancy or possessory arrangement facilitated by AirBnb, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO, VayStays, or any other similar format, website, or online platform. The listing or advertisement of a Dwelling Unit on one (1) of the formats, websites, or online platforms referenced in the preceding sentence is prohibited if the occupancy arrangement resulting from such listing or advertisement would be a violation of this Declaration.

B. Procedures for Leasing.

An Owner desiring to rent or lease a Dwelling Unit shall disclose that fact in writing to the Association at least twenty-one (21) days before presenting a lease form to a potential lessee and shall supply the Association with a copy of the exact lease form for review for compliance with this Section 6. The Association shall be entitled to approve or not approve of such proposed lease transaction in accordance with the provisions of this Section 6. All non-Owner occupants shall comply with all of the conditions of the Declaration, Bylaws, and rules and regulations, if any, and all leases and rental agreements shall so state. An Owner shall be responsible for the conduct of their lessee and may be subject to the remedies in Article V, Section 5 for the lessee's violation, breach, or default of any of these reservations, covenants and restrictions, or of the Bylaws of the Association or any Rules and Regulations adopted by the Association.

C. Five (5%) Percent Leasing Limitation.

No Owner is permitted to lease a Dwelling Unit if the leasing of such Dwelling Unit would cause the number of leased Dwelling Units in the Property to exceed five (5%) percent of the total number of Dwelling Units in the Property. The five (5%) percent calculation is determined with respect to the Property that the Owner's Dwelling Unit is located within, such that no more than five (5%) percent of the total number of Dwelling Units in Hunter's Creek Condominium Association may be leased at any one point, no more than five (5%) percent of the total number of Dwelling Units in Hunter's Place Condominium Association may be leased at any one point, and no more than five (5%) percent of the total number of Dwelling Units in Hunter's Run Single Family Homes may be leased at any one point. Notwithstanding the foregoing or anything to the contrary in this Section, the Association recognizes that there may arise circumstances beyond an Owner's control that justify an exception to allow the temporary leasing of a single Dwelling Unit. If extenuating circumstances exist, an Owner may apply to the Association for permission to lease their Dwelling Unit, providing a written explanation of the extenuating circumstances. If the following circumstances exist, the Association, in the sole discretion of the Board of Directors, may allow an Owner to lease their Dwelling Unit even though five (5%) percent or more of the Dwelling Units in the Property may already be leased and even though the Owner may have owned their Dwelling Unit for less than one (1) year:

(a) An Owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(b) An Owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months;

(c) An Owner must relocate for employment purposes for a period likely to exceed six (6) months;

(d) An Owner or the estate of an Owner must rent a Dwelling Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Dwelling Unit exceeding the fair market value of the Dwelling Unit; or

(e) Any other extenuating situation approved by the Board of Directors.

In all other respects, the Declaration, as previously recorded and amended, is hereby ratified and confirmed.

[SIGNATURE ON FOLLOWING PAGE]

The Association has caused this Third Amendment to the Declaration to be executed the day and year first written above.

Hunter's Run Association, Inc., a Michigan nonprofit corporation

By: ______________________
Name: John Meninga
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

On this 8 day of February, 2023, the foregoing instrument was acknowledged before me by John Meninga, the President of Hunter's Run Association, Inc., a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Debra Joling
Notary Public,
Kalamazoo County, Michigan
My Commission Expires: 2/26/2029
Acting in Kalamazoo County, Michigan

Debra Joling
Notary Public State of Michigan
Kalamazoo County
My Commission Expires 2/26/2029
Acting in the County of Kalamazoo

Document drafted by and when recorded return to:
Michael T. Pereira, Esq.
HIRZEL LAW, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

DEBRA JOLING
COMM. EXPIRES 02-26-2029
NOTARY PUBLIC
KALAMAZOO CO.
STATE OF MICHIGAN

2023-016776
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

RECEIVED AND RECORDED

Instrument Number: 2023-016776

Document Type: AMENDMENT

Number of Pages: 4

Arrival Date and Time: 7/13/2023 3:23:00 PM

Recording Date and Time: 7/13/2023 3:32:05 PM

GRANTOR: HUNTERS RUN ASSOCIATION INC

GRANTEE: PARKVIEW HILLS MANAGEMENT COMPANY

DocId: 20056647

Tx: 40047184

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Kalamazoo County, Michigan.

KALAMAZOO COUNTY GOVERNMENT

Meredith Place

Meredith Place, Register
Register of Deeds
Kalamazoo County Michigan

This cover page is PAGE 1 of your document and is part of the Official Public Record.

3P

FOURTH AMENDMENT TO DECLARATION OF GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HUNTER'S RUN PLANNED UNIT DEVELOPMENT

This Fourth Amendment to the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development ("Fourth Amendment") is made and executed this 13 day of July 2023, by Hunter's Run Association, Inc., a Michigan nonprofit corporation (the "Association"), whose registered address is c/o Parkview Hills Management Company, 3329 Greenleaf Boulevard, Kalamazoo, Michigan 49008.

RECITALS

WHEREAS, the Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development located in Comstock, Michigan, (the "Development") was recorded on May 29, 1986, in Liber 1272, Page 658, Kalamazoo County Records, a Supplement to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on February 20, 1996, in Liber 1834, Page 1304, Kalamazoo County Records, a Supplement No. 2 to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on May 28, 2004, as Document No. 2004-032162, Kalamazoo County Records, an Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on November 30, 2004, as Document No. 2004-054701, Kalamazoo County Records, a Second Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on September 3, 2021, as Document No. 2021-035717, Kalamazoo County Records, and a Third Amendment to Declaration of General Covenants, Conditions, and Restrictions for the Hunter's Run Planned Unit Development was recorded on February 17, 2023, as Document No. 2023-003708, Kalamazoo County Records (together the "Declaration").

WHEREAS, under the terms of the Declaration, the Association administers the Development in accordance with the terms of the Declaration.

WHEREAS, pursuant to Article VI, Section 2 of the Declaration, the Declaration may be amended by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes held by the members of the Association and by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all the outstanding votes allowable for Owner-Occupied Dwelling Units, as defined by the Declaration. Through the signature of the Association's President below, the Association acknowledges that the above affirmative-vote threshold has been met.

NOW, THEREFORE, the Association Declaration is hereby amended as follows:

AMENDMENT

1. **Article IV, Section 10 of the Declaration**

Upon recording of this Fourth Amendment with the Kalamazoo County Register of Deeds, Article IV of the Declaration will be amended by adding new Article IV, Section 10 so that it reads as follows:

Section 10.

BUY-IN FEE

In addition to any assessments levied under Article IV, Section 3(c), purchasers of a Lot or Dwelling Unit are required to contribute a buy-in fee upon closing on the sale of the Lot or Dwelling Unit, subject to the following:

(a) Purchasers of a Lot or Dwelling Unit within Hunter's Place condominium shall pay a buy-in fee to the Hunter's Place Condominium Association in the amount as is required to be paid under the Hunter's Place Master Deed and Bylaws.

(b) Purchasers of a Lot or Dwelling Unit within Hunter's Creek condominium shall pay a buy-in fee to the Hunter's Creek Condominium Association in the amount as is required to be paid under the Hunter's Creek Master Deed and Bylaws.

(c) Purchasers of a Lot or Dwelling Unit within the Hunter's Run Single Family Homes shall pay the buy-in fee listed in (c)(i) below upon closing on the sale of a vacant Lot that, at the time of purchase, does not have a Dwelling Unit already constructed upon it, or the buy-in fee listed in (c)(ii) below upon closing on the sale of a Lot that, at the time of purchase, has a Dwelling Unit already constructed upon it. The buy-in fee due under (c)(i) or (c)(ii), as the case may be, will be assessed against the Lot and/or Dwelling Unit and Owner and will be immediately due and payable. Failure to pay the buy-in fee will subject the Owner to all liabilities set forth in Article IV, Section 8 of this Declaration.

(i) Every purchaser of a Lot that, at the time of purchase, does not have a Dwelling Unit already constructed upon it shall pay a non-refundable buy-in fee to the Association, prior to taking a deed to the Lot, equal to one-half (0.5%) percent of the purchase price of the Lot. Thereafter, upon completion of the construction of a Dwelling Unit on the Lot and within thirty (30) days of issuance of a certificate of occupancy, the Owner shall pay a non-refundable buy-in fee to the Association equal to one-half (0.5%) percent of the construction cost of the Dwelling Unit.

(ii) Every purchaser of a Lot that, at the time of purchase, has a Dwelling Unit already constructed upon it shall pay a one-time non-refundable buy-in fee to the Association, prior to taking a deed to the Lot, equal to one-half (0.5%) percent of the purchase price of the Lot.

In all other respects, the Declaration, as previously recorded and amended, is hereby ratified and confirmed.

The Association has caused this Fourth Amendment to the Declaration to be executed the day and year first written above.

Hunter's Run Association, Inc., a Michigan nonprofit corporation

By: ____________________
Name: John Meninga
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF Kalamazoo)

On this 13th day of July, 2023, the foregoing instrument was acknowledged before me by John Meninga, the President of Hunter's Run Association, Inc., a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Debra Joling
Notary Public,
Kalamazoo County, Michigan
My Commission Expires: 2/26/2029
Acting in Kalamazoo County, Michigan

Debra Joling
Notary Public State of Michigan
Kalamazoo County
My Commission Expires 2/26/2029
Acting in the County of Kalamazoo

Document drafted by and when recorded return to:
Michael T. Pereira, Esq.
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37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

DEBRA JOLING
COMM. EXPIRES 02-26-2029
NOTARY PUBLIC
KALAMAZOO COUNTY
STATE OF MICHIGAN

The Condominium Buyers' Handbook

State of Michigan
Department of Consumer and Industry Services
Office of Policy and Legislative Affairs
Boundary Commission
www.cis.state.mi.us/opla

The Condominium Buyers Handbook was created by the Michigan Department of Consumer and Industry Services as required by the Condominium Act, Public Act 59 of 1978, as amended. This edition reflects Public Act 379 of 2000 amendments that took effect January 2, 2001.

This handbook is intended as a guide for people who are considering buying a condominium. It provides a summary of portions of the Condominium Act (MCL 559.101 et seq.) and is directed primarily toward residential condominium buyers, although the Act also provides for business, campground and marina condominium developments.

Although the Department of Consumer & Industry Services is identified as the administrator in the Act, the Legislature repealed the Department's regulatory responsibilities many years ago. The Act does not give the Department authority to enforce any provisions in the Act. The last section of the handbook describes the remedies the Act does provide. In addition, the Department will forward a copy of a complaint received regarding a developer of a condominium project to the developer along with a notice of available remedies in the Act. Contact:

Michigan Department of Consumer & Industry Services
Office of Policy & Legislative Affairs
P.O. Box 30004
Lansing, MI 48909
(517) 241-4580
www.cis.state.mi.us/opla

Condominium Ownership

Unit owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium project with the other co-owners. The development is privately owned and maintained by the co-owners, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public. The master deed will designate the percentage of ownership of each condominium unit in the development. This percentage of value will determine your obligation for payment of monthly fees, assessments, and may determine your voting percentage at association meetings.

The bylaws should be read carefully as they contain provisions outlining your rights as an owner. Modifications or repairs to your unit may require approval of the co-owners association. There may be restrictions on pets, renting, use of recreational facilities, and other prohibitions in the bylaws that you should be aware of before signing a purchase agreement.

Association of Co-owners (Condominium Board):

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium bylaws. The association of co-owners is elected by the co-owners and is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association has authority to determine the monthly maintenance fee and the amount of any special assessments. The association of co-owners may hire a management company to provide services for the development. Each co-owner must pay a monthly fee for these services and any special assessments.

Rules governing the association are written in the bylaws of the condominium development. After the association of co-owners is created, it may adopt bylaws for the operation of the association. Meetings of the co-owners association are meetings of a private entity, and not subject to the Open Meetings Act, which requires government agencies to allow public attendance at meetings. Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10 % of the annual budget on a non-cumulative basis.

You should receive a disclosure statement itemizing the association's budget at the time you are given the master deed. The monthly assessment is considered a lien on the condominium unit and you cannot be exempt from assessments and monthly fees by nonuse of any common elements or by abandonment of the condominium unit. Co-owners must notify the association if they rent or mortgage their unit.

If you have complaints with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally only professional arbitrators or the courts have jurisdiction over complaints between these parties.

Site Condominiums

The term "site condominium" is used to describe a condominium development with single- family detached housing instead of two or more housing units in one structure. Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Act.

There is another type of residential subdivision development in Michigan that is regulated in accordance with the Land Division Act. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land Division Act.

Limited or General Common Elements

Limited common elements are property with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a unit that is a single family detached home may be a limited common element for use by the owner of that unit. General common elements may be roads, open space areas and recreation facilities. They are available for use by everyone in the development. The master deed specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

Condominium Documents

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement. Once the condominium association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operation expenses.

Preliminary Reservation Agreements

A preliminary reservation agreement gives you the opportunity to purchase a particular condominium unit for a specified period of time upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you subsequently enter into a purchase agreement, the developer must treat the payment made as if it was made under a purchase agreement.

Purchase Agreements

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day on which the documents listed below are received, if that day is a business day. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents. Some issues to consider before buying include the following:

- The bylaws may contain a variety of restrictions. The bylaws may require you to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce any legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction begins or is completed. Determine whether the agreements will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- You may want to determine if the developer is contractually obligated to finish the development. The local government may have required the developer to provide letters of credit to complete elements of the project.
- Do not rely on verbal promises, insist that everything be in writing and signed by the person who made the promise.
- When buying a condominium in a structure that has been converted from an existing building, you will also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records, and find out what improvements the developer has made.

Documents the Developer Must Provide

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and escrow agreement
3. The condominium buyer's handbook.
4. A disclosure statement that must include information about:
   - the developer's previous experience with condominium projects,
   - any warranties undertaken by the developer, and
   - the extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.

Advisory Committee

The advisory committee is established when one of the following occurs, whichever happens first:

1. 120 days after 1/3 of the units are sold to nondeveloper co-owners.
2. One year after a unit is sold to a nondeveloper co-owner.

The purpose of the advisory committee is to meet with the project board of directors to facilitate communication and aid in the transition of control to the association of co-owners. The advisory committee ceases when a majority of the board of directors of the association of co-owners is elected by the nondeveloper co-owners.

Election of Board of Directors for Association of Co-owners

No later than 120 days after 25% of nondeveloper co-owners have title to the units that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the nondeveloper co-owners.

No later than 120 days after 50% of nondeveloper co-owners have title to the units that may be created, at least 33.3% of the board of directors shall be elected by nondeveloper co-owners.

No later than 120 days after 75% of nondeveloper co-owners have title to units that may be created, and before 90% are conveyed to nondeveloper co-owners, the nondeveloper co-owners shall elect all directors on the board, except if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created, the developer shall have the right to designate one director.

If titles to 75% - 100% of the units that may be created have not been conveyed, 54 months after the first conveyance, the nondeveloper co-owners shall elect the number of board members equal to the percentage of units they hold. The developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer, if the developer has paid all assessments for those units.

Documents the Association Must Provide

The association of co-owners must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. All books and records must be audited or reviewed by independent accountant annually, but the audit does not have to be certified. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

Amendments to Condominium Documents

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner. Provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified without the consent of the co-owner. A co-owner's unit dimensions or the limited common elements to the co-owner's unit may not be modified without the co-owner's consent.

Remedies Available Pursuant to the Act

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

The bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A developer and a co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than $2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with sections 5001 to 5065 of Act No. 236 of 1961, MCL 600.5001 to 5065, which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

A condominium developer may be required to be a licensed residential builder under the Occupational Code. If a person has violated the Occupational Code or administrative rules, a complaint must be made within 18 months after completion, occupancy or purchase of a residential structure. Conduct subject to penalty is described in Article 24 of the Occupational Code. Complaints concerning construction may be filed with:

Michigan Department of Consumer & Industry Services
Bureau of Commercial Services
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.cis.state.mi.us/bcs

The Michigan Consumer Protection Act prohibits certain methods, acts, and practices, provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213
Lansing, MI 48909
Phone: (517) 373-1140
www.ag.state.mi.us

The Act provides the right to notify the agency in a governmental unit responsible for administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully aids in the advertisement of a statement or representation that misrepresents the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine or imprisonment or both. An action under this section shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

Legal References
Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Administrative Code
Occupational Code, P.A. 299 of 1980, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, MCL 445.901 et seq.
Stille-Derossett-Halle Single State Construction Code Act, P.A. 230 of 1972, MCL 125.1501 et seq.

Approval: CIS Director